

RESOLUTION NO. 6189

RESOLUTION APPROVING PAYMENT OF ADVANCE NUMBER FIVE TO TDL NOW, LLC, PURSUANT TO REDEVELOPMENT AGREEMENT FOR THE YMCA LOFTS PROJECT, A/K/A YMCA BUILDING PROJECT – 515 S. DENVER AVE., TULSA, OKLAHOMA

WHEREAS, the Tulsa Development Authority (TDA) has heretofore entered into a Redevelopment Agreement for the redevelopment of the YMCA Lofts Project, a/k/a YMCA Building Project, upon certain real property located at 515 S. Denver Avenue, Tulsa, Oklahoma, as more particularly described in said Redevelopment Agreement (the “Property”) with TDL NOW, LLC; and,

WHEREAS, TDL NOW, LLC has previously requested and received the payment of redevelopment loan funds as follows:

- Advance Number 1 - \$341,140.00;
- Advance Number 2 - \$87,500.00;
- Advance Number 3 - \$183,750.00;
- Advance Number 4 - \$87,500.00;

pursuant to the terms of said Redevelopment Agreement; and,

WHEREAS, TDL NOW, LLC has requested the payment of redevelopment loan funds in the form of Loan Advance Number 5 and has provided to TDA the receipts, invoices and certifications required pursuant to said Redevelopment Agreement for an advance and payment of loan funds in the amount of One Hundred Seventy-five Thousand Dollars (\$175,000.00), pursuant to the terms of said Redevelopment Agreement.

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 payment of the sum of One Hundred Seventy-five Thousand Dollars (\$175,000.00) from the City of Tulsa Vision 2025 Downtown Housing Fund to TDL NOW, LLC as Loan Advance Number 4, pursuant to the terms of the Redevelopment Agreement for the YMCA Lofts Project, a/k/a YMCA Building Project.

Section 2. This Resolution shall take effect immediately.


PASSED and ADOPTED this 3rd day of March, 2016.

Approved as to legal form and adequacy:



Jot Hartley, General Counsel
The Hartley Law Firm, PLLC

TULSA DEVELOPMENT AUTHORITY

By: 

Roy Peters, Jr., Chairman

ATTACHMENT "A"

ADVANCE REQUEST

Pursuant to the Redevelopment Agreement dated ~~8 SEPT~~ 2011 (the "Redevelopment Agreement"), by The Tulsa Development Authority ("TDA") and TDL NOW, LLC ("Developer"), Developer hereby requests an Advance in the amount of \$ 175,000⁰⁰ for the account of Developer from the account in the City of Tulsa established for the Lofts at the YMCA Project Redevelopment Agreement.

Developer does hereby certify to the TDA that, as of the date hereof: (i) the representations in the Redevelopment Agreement are hereby ratified and confirmed, (ii) the requested Advance herein is for "Expenditures Eligible for Reimbursement" (as defined in the Redevelopment Agreement), (iii) there exists no default in or breach of the terms and provisions of the Redevelopment Agreement by Developer, (iv) the Redevelopment Agreement is in full force and effect, and (v) all conditions precedent to payment of the requested Advance herein have been met and payment of the Advance requested herein is proper pursuant to the terms of the Redevelopment Agreement, (vi) attached hereto are copies of the AIA form and architect certification (when applicable), invoices, cancelled checks, and other documentation required to be received by TDA under the Redevelopment Agreement in connection with such Expenditures Eligible for Reimbursement, all of which invoices and other documents have been approved by TDA, (vi) there has not been filed with or served upon TDA notice of any lien, right to lien, or attachment upon or claim affecting the right to receive payment of, any of the monies payable to any of the persons, firms, or corporations named in such invoices, which have not been released or will not be released simultaneously with the payment of such obligation, and (vii) TDA has received from Developer all documents required by the Redevelopment Agreement, including, but not limited to the statutory payment bond, the certificate evidencing all-risk builders risk insurance, (viii) the amount of this request for advance, as a percentage of the Maximum Amount of Advances (when added to the amount of any previous advances), does not exceed the equivalent percentage of completion of construction of the project set forth in the architect certification.

Dated this 28th day of FEBRUARY, 2016.

TDL NOW, LLC
By: [Signature]
Manager

Dated this _____ day of _____, 20____.

The above Advance Request is hereby approved this _____ day of _____, 20____.

TULSA DEVELOPMENT AUTHORITY

By: [Signature]

Tulsa Development Authority
1216 N. Lansing Avenue, Suite A
Tulsa, Oklahoma 74106
O.C. Walker, II Executive Director

28 February 2016


Dear Mr. Walker,

Please find attached, Advance Request (FIVE) Attachment "A" (\$175,000.00 advance on the \$1,750,000 TDA Loan) for the YMCA Lofts Project ,Architect's letter of Project Completion at 50% to date, General Contractor's Lien release to 1 MARCH 2016.

50% (\$1,750,000) =	\$ 875,000
Advance request one (paid)	(\$ 341,250)
Advance request two (paid)	(\$ 87,500)
Advance request three (paid)	(\$ 183,750)
Advance Request Four (in transit)	(\$87,500)
Advance Request Five (balance)	\$175,000

If you need any additional information, please let me know.

Sincerely,


John Snyder

Manager

Cc: Jot Hartley



February 25, 2016

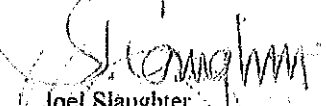
Mr. John Snyder
TDL Now, LLC.
115 West Fifth Street; Suite 1701
Tulsa, OK. 74103

Re: YMCA Building Rehabilitation

Dear Mr. Snyder;

We have reviewed the referenced project schedule of values against the work completed and the quantity of stored materials at the job site and believe the Work to be 50% complete based on our ongoing site observations.

Respectfully,
Phillips Slaughter Rose, Inc.


Joel Slaughter
Principal

2/25/2016
203 East Main Street
Jenks, OK 74037

Phone 918-488-9995
Fax 918-488-9997

FINAL RELEASE OF LIEN
SUBMITTED BY

TDL NOW, LLC

PROJECT: YMCA LOFTS 515 SO. DENVER TULSA, OKLAHOMA

INVOICE PERIOD: 1 May 2013 to 1 March 2016

OWNER: TDL NOW LLC CONTRACTOR: SUSTAINABLE SUPPLY LLC

LENDER: Great Southern Bank and the Tulsa Development Authority

Upon Subcontractor's receipt of the amount of the requisition, as acknowledged by Owner's endorsement and negotiation of Owner check in said amount, Contractor's does hereby warrant that no other moneys are due and owing, or are claimed to be due and owing, and here are no claims, extras or cause, of action for which the Contractor's is entitled to additional compensation or remedy, relating to this subcontract nor any other contract instrument concerning this project except for those moneys specifically shown to be due in this application for payment or to be pending approval; all changes pending approval must be listed in the space below. If none exist, you must so state. Use additional pages if needed.

CHANGES PENDING APPROVAL: NONE/THIS IS FINAL PAYMENT FOR all work completed on the Project to 1 March 2016.

Having first been duly sworn, the undersigned authorized representative of the Contractor's or on behalf of the Contractor's hereby warrant and certifies that Contractor's has fully paid for all material, labors, equipment, services (including but not limited to design services), incidentals, and other bills and Owner for the referenced project, with the exception of the following: (If Contractor's has previously paid all bill and obligations for this project, state "None" in both columns).

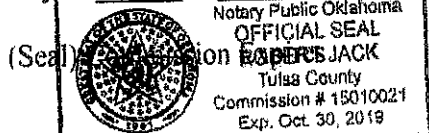
INDIVIDUAL OR FIRM: SUSTAINABLE SUPPLY LLC TOTAL AMOUNT OWED: \$ 0.00

Subcontractor's hereby warrant the premises of the above named project cannot be made subject to any valid lien or claim by anyone who furnishes material, supplies, labor, equipment, or services (including but not limited to design services) to Contractor's for use in the above named project and in consideration of the payment by Owner. Contractor's hereby releases and waives any and all claims and liens whatsoever kind of nature against Owner, Owner surety, the Architect and Engineers, and financial institution, and against the building, improvements, or project and the land on which same is located with respect to work performed, materials furnished, or obligations undertaken by Contractor's or by any of Contractor's laborers, suppliers, date or execution of this document, except those stated below (if none, so state):

Signature: [Handwritten Signature]

State of: OKLAHOMA County of: TULSA

The above named, JOHN SNYDER, appeared before me this the 28th Day of Feb 2016 and executed the above and foregoing document at his own act and deed.



[Handwritten Signature]
Notary Public