

**TULSA DEVELOPMENT AUTHORITY  
STAFF REPORT**

**MEETING DATE:** March 2, 2017  
**TO:** Chairman and Board Members  
**FROM:** Office of Tulsa Development Authority  
**SUBJECT:** Draw Request No. 10 from The Meridia, LLC for the Meridia Project Redevelopment from the Downtown Housing Fund  
**LOCATION:** 522 S. Boston Ave., Tulsa, OK

**Background:**  
**Owner:** The Meridia, LLC  
**Developer:** River City Development, LLC  
**Engineer:** N/A  
**Location:** 522 South Boston Avenue, Tulsa, OK  
**Size of Tract:** N/A  
**Number of Lots:** N/A  
**Development Area:** N/A  
**Fair Market Value:** \$1,300,000.00  
**Executive Director:** O.C. Walker

The TDA Board of Commissioners approved the following Resolutions:

**Other Relevant Information:**  
 Resolution No. 6200 – April 7, 2016 – Advance No. 1 - \$130,000.00  
 Resolution No. 6227 – June 2, 2016 – Advance No. 2 - \$260,000.00  
 Resolution No. 6232 – July 12, 2016 – Advance No. 3 - \$234,000.00  
 Resolution No. 6250 – August 4, 2016 – Advance No. 4 - \$130,000.00  
 Resolution No. 6265 – September 1, 2016 – Advance No. 5 - \$91,000.00  
 Resolution No. 6277 – October 1, 2016 – Advance No. 6 - \$104,000.00  
 Resolution No. 6282 – November 3, 2016 – Advance No. 7 - \$91,000.00  
 Resolution No. 6292 – December 1, 2016 – Advance No. 8 - \$52,000.00  
 Resolution No. 6300 – January 5, 2017 – Advance No. 9 - \$78,000.00

This Tenth (10<sup>th</sup>) Draw Request from The Meridia, LLC for The Meridia Project in the amount of \$78,000.00 represents 96% completion, according to the Project Architect of Record, Paul R. Shell of SQD Architects. To date, the aggregate draw request amount is \$1,170,000.00.

**Attachments:** Letter dated February 22, 2017 from the Project Architect  
 According to the Agreement between The Meridia, LLC and Tulsa Development Authority, effective August 26, 2015, TDA Board action is required to process any draw request.

**Recommendation:** Staff recommends that the Board of Commissioners authorize a Resolution issuing the Draw Request No. 9 for The Meridia, LLC Project.

**Reviewed By:** O.C. Walker, Executive Director  
 Tulsa Development Authority

427 S. Boston St. #15  
Tulsa, OK 74103

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

Dear Mr. Walker,

Please find attached, Advance Request Attachment "A" (one advance on the \$1,300,000.00 TDA Loan) for the Meridia Project, Architect's letter of Project Completion at 96% to date, General Contractor's Lien Release to 1-30-2017.

\$ 1,248,000	=	96% (\$1,300,000)
\$ 139,000		Advance Request one (paid)
\$ 260,000		Advance Request two (paid)
\$ 234,000		Advance Request three (paid)
\$ 130,000		Advance Request four (paid)
\$ 91,000		Advance Request five (paid)
\$ 104,000		Advance Request six (paid)
\$ 91,000		Advance Request seven (paid)
\$ 52,000		Advance Request eight (paid)
\$ 78,000		Advance Request nine (paid)
<u>\$ 78,000</u>		Advance Request ten (Balance)

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

ATTACHMENT "A"

ADVANCE REQUEST

Pursuant to the Redevelopment Agreement dated August 26, 2015 (the "Redevelopment Agreement"), by The Tulsa Development Authority ("TDA") and THE MERIDIA, LLC ("Developer"), Developer hereby requests an Advance in the amount of \$ 78,000 for the account of Developer from the account in the City of Tulsa established for the Meridia 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 the Expenditures Eligible for Reimbursement of Development Costs (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 (when applicable), architect certification of percentage of completion of the Project, schedule of values for all elements of work performed, 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.

Dated this 20<sup>th</sup> day of February, 2017

THE MERIDIA, LLC

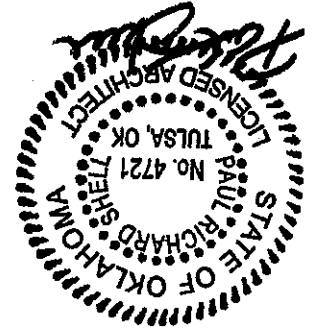
By:  James F. Hawkins, Jr., its Manager

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

The above Advance Request is hereby approved this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

TULSA DEVELOPMENT AUTHORITY

By: \_\_\_\_\_ Executive Director



Principal  
Paul R. Shell, AIA, LEED AP

SQD Architects,

Respectfully,

I have reviewed Pay Application #10, specific to the Scheduled Value of \$1,300,000.00 as related to monies provided by the TDA. We understand that the "Description of Work" on this pay application will change throughout the course of the project and will mimic both the percentage complete and work complete on the separate Pay Application #14 provided to Arvest Bank and approved by Joel Ross of Cyntergy AEC on 02/20/17 in accordance with memorandum dated 02/21/17 from Amber Smith of Arvest Bank.

I have reviewed Pay Application #10, specific to the Scheduled Value of \$1,300,000.00 as related to monies provided by the TDA against the Schedule of Values on the Pay Application #14 mentioned above, work completed, the quantity of stored materials on the job site, and concur with memorandum dated 02/21/17 from Amber Smith of Arvest Bank, in which Arvest Bank approved release of funds at 96% for the project.

Dear Jeremy:

SQD Architects Project No. 14-005  
TDA (Tulsa Development Authority) Pay Application #10 Certification Letter

RE: Meridia Loft/Apartments

Mr. Jeremy Cimmerer  
River City Development, LLC  
427 South Boston Ave, Suite 915  
Tulsa, OK 74103

February 22, 2017

SENT VIA E-MAIL



RECEIVED  
FEB 22 2017

BY: .....

Final Release of Lien

Submitted By

Project: The Meridia Building 522 S Boston Ave, Tulsa OK 74103

Invoice Period:

Owner: The Meridia LLC.

Contractor: River City Development

Lender: Arvest 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 in said amount, Contractor 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 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 1/20, 2017

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:

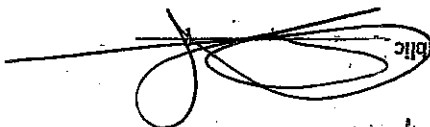
River City Development  
Total Amount Owed: \$ 0

Subcontractor's hereby warrant the premise 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 above named project and in consideration of 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, 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 labors, suppliers, date of execution of this document, except those stated below (if none, so state):

Signature: 

State of: Oklahoma County of: Tulsa

The above named Steven Howard appeared before me this the 21<sup>st</sup> Day of Feb 2017 and executed the above and foregoing document at his own act and deed.

  
Notary Public

