
**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. 14 from TDL NOW, LLC to
TDA from the Downtown Housing Fund, for the
YMCA Project
LOCATION: 515 South Denver Ave., Tulsa, Oklahoma

Background: **Owner:** TDL NOW, LLC
 Developer: TDL NOW, LLC
 Engineer: N/A
 Location: 515 South Denver Ave., Tulsa, Oklahoma
 Size of Tract: N/A
 Number of Lots: 1 (One) Lot
 Development Area: Downtown
 Fair Market Value \$ 1,750,000.00
 Executive Director: O.C. Walker

**Other
Relevant
Information:**

The TDA Board of Commissioners approved the following Resolutions:

Resolution No. 5893 - October 10, 2013 – Advance No. 1 - \$341,250.00
Resolution No. 6147 - October 1, 2015 – Advance No. 2 - \$87,500.00
Resolution No. 6165 – December 3, 2015 – Advance No. 3 - \$183,750.00
Resolution No. 6181 – February 4, 2016 - Advance No. 4 - \$87,500.00
Resolution No. 6189 - March 3, 2016 – Advance No. 5 - \$175,000.00
Resolution No. 6201 – April 7, 2016 – Advance No. 6 - \$87,500.00
Resolution No. 6226 – June 2, 2016 – Advance No. 7 (\$87,500.00) and
No. 8 (\$175,000.00) – Total \$262,500.00
Resolution No. 6231 – July 12, 2016 – Advance No. 9- \$87,500.00
Resolution No 6249 – August 4, 2016 – Advance No. 10 - \$87,500.00
Resolution No. 6283 – November 3, 2016 – Advance No. 11 – \$175,000.00
.....Resolution No. 6293 – December 1, 2016 – Advance No. 12 – \$87,500.00
.....Resolution No. 6301 – January 5, 2017 – Advance No. 13 – \$52,500.00

This Fourteenth (14th) Draw Request from TDL NOW, LLC for the YMCA Project in the amount of \$35,000.00 represents 100% completion, according to the Project Architect of Record, Phillips, Slaughter Rose, Inc. To date, the aggregate draw request amount is \$1,715,000.00.

According to the Agreement between TDL NOW, LLC and Tulsa Development Authority, effective October 8, 2011, TDA Board action is required to process any draw request.

Attachments: Letter dated February 22, 2017 from Project Architect

Recommendation: Staff recommends that the Board of Commissioners authorize a Resolution approving Draw Request No. 14 from TDL NOW, LLC for the YMCA Project.

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

TDL NOW LLC
1015 West 5th Street
Suite 4701
Tulsa, OK 74103

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

22 February 2017

Dear Mr. Walker,

Please find attached, Advance Request (Fourteen) Attachment "A" (\$35,000.00 advance on the \$1,750,000 TDA Loan) for the YMCA Lofts Project ,Architect's letter of Project Completion at 100% to date, General Contractor's Lien release to 22 February 2017.

100% (\$1,750,000) =	\$1,750,000
Advance request One (paid)	(\$341,250)
Advance request two (paid)	(\$87,500)
Advance request three (paid)	(\$183,750)
Advance Request Four (paid)	(\$87,500)
Advance Request Five (paid)	(\$175,000)
Advance Request Six (paid)	(\$87,500)
Advance Request Seven (paid)	(\$87,500)
Advance Request Eight (paid)	(\$175,000)
Advance Request Nine (paid)	(\$87,500)
Advance Request TEN (paid)	(\$87,500)
Advance Request Eleven (paid)	(\$175,000)
Advance Request Twelve (paid)	(\$87,500)
Advance Request Thirteen (paid)	(\$52,500)
Advance Request Fourteen	(35,000)

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

Sincerely,



John Snyder
Manager

Cc: Jot Hartley

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 \$ 35,000⁰⁰ 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, (vii) 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 (viii) 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 22ND day of FEBRUARY, 2017.

TDL NOW, LLC

By: _____

Manager 

Dated this _____ day of _____, 20_____.

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

TULSA DEVELOPMENT AUTHORITY

By: _____



February 21, 2017

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

Re: YMCA Building Rehabilitation

Dear Mr. Snyder;

The Work performed for the referenced project has been reviewed and found, to the Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the work when the work or designated portion is sufficiently complete in accordance with the construction drawings so that the Owner can occupy or utilize the building for its intended use.

The date of Substantial Completion of the project is February 17, 2017 and shall be the date of commencement of warranties as deemed necessary by the Owner or Owner designees.

Respectfully,
Phillips Slaughter Rose, Inc.

A handwritten signature in black ink, which appears to read "J. Slaughter", is written over a circular professional seal. The seal contains the text "JOEL Slaughter" and "Principal" and is surrounded by a dotted border.

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 2016 to 22 February 2017

OWNER: TDL NOW LLC CONTRACTOR: SUSTAINABLE SUPPLY LLC (DES BLDER.)

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 22 FEBRUARY 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: 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 Synder, appeared before me this the 22nd Day of Feb 2017 and executed the above and foregoing document at his own act and deed.

(Seal) Commission Expires _____
[Handwritten Signature]
Notary Public

