
**TULSA DEVELOPMENT AUTHORITY BOARD MEETING
STAFF REPORT**

MEETING DATE: September 5, 2019
TO: Chairman and Board Members
FROM: Zebra Development, LLC
SUBJECT: North Tulsa TIF Funds

Background:

Owner	Zebra Development, LLC
Developer:	Zebra Development, LLC
Engineer:	N/A
Location:	Southeast corner of North Peoria Avenue and East Mohawk Blvd., Tulsa, Oklahoma
Size of Tract:	20 Acres
Number of Lots:	1 Lot
Development Area:	North Tulsa TIF District
Fair Market Value:	\$57,800.00
Executive Director:	O.C. Walker

Relevant Info: On July 11, 2019, the TDA Board of Commissioner's reviewed and approved Resolution No. 6580 that authorized negotiations for allocation of expenditures from the Tax Increment Finance District No. 4, also known as the North Peoria TIF, for an infrastructure improvement agreement with Zebra Development, LLC for property located on North Peoria Avenue and East Mohawk Blvd., Tulsa, Oklahoma.

The Staff has successfully negotiated and drafted a Redevelopment Agreement that will allow Zebra Development to perform infrastructure improvements on the subject site. The Redeveloper needs an ingress and egress point if traveling south bound on North Peoria Avenue. This request is to remove a portion of the center median and place a left-hand turn west of the site. The request will also allow the Redeveloper to allow a curb-cut on the north boundary of the parcel for full circulation vehicular traffic.

The amount approved by the TDA will not exceed \$57,800.00, based on an engineering bid dated June 20, 2019. The Redevelopment Agreement will be similar to the Agreements for the Downtown Development Redevelopment Funds. The draws will be based on a percentage of completion.

Total cost of construction is \$57,800.00 and is eligible to be paid from the North Tulsa TIF.

Attachments: Proposed Redevelopment Agreement

Recommendations: Staff recommends this item be approved as presented

Reviewed By: O.C. Walker

REDEVELOPMENT AND PUBLIC INFRASTRUCTURE SUPPORT AGREEMENT

THIS AGREEMENT made and entered into, by and between the Tulsa Development Authority (“TDA”), a public body corporate, having its principal office at 1216 N. Lansing Avenue, Suite A, Tulsa, Oklahoma 74106, and ZEBRA DEVELOPMENT, LLC (the “Developer”), an Oklahoma Limited Liability Company, having an address of _____, Tulsa, OK 74103, to be effective on the date of execution by TDA (the “Effective Date”).

WITNESSETH:

WHEREAS, the Tulsa Development Authority (hereinafter referred to as Authority), a public body corporate, is designated and authorized to administer provisions of Tax Increment District Number Four (a/k/a North Peoria TIF), according to the Plan as prepared and formatted according to Title 62 O.S., Section 854, paragraphs 1, 4, 7, 13 and 17; and,

WHEREAS, The Project of Developer proposes to construct, maintain and operate a mixed-use mini-storage, commercial/retail and restaurant development presently referred to as the Zebra Complex (the “Project”) on property located at the **Southeast Corner of North Peoria Avenue and East Mohawk Blvd., City of Tulsa, Tulsa County, State of Oklahoma;** and

WHEREAS, ZEBRA DEVELOPMENT, LLC has requested that the Authority, in its capacity as the public entity to administer provisions of said Tax Increment District, as provided in Title 62 O.S., Section 854, negotiate a Public Infrastructure Improvement Agreement with ZEBRA DEVELOPMENT, LLC for the design and installation of public infrastructure improvements, in accordance with TDA’s policies and the provisions of the North Peoria TIF Master Plan, for the Project; and

WHEREAS, the Board of Commissioners of the Authority has determined that it should approve an Agreement with ZEBRA DEVELOPMENT, LLC for the expenditure of funds from Tax Increment District Number Four (a/k/a North Peoria TIF) in an amount not to exceed Fifty-Seven Thousand Eight Hundred Dollars (\$57,800.00) for the design and installation of public infrastructure improvements (the “TIF Improvements”) as described and set forth on the “Peoria & Mohawk Left Turn Lane Addition Preliminary Cost Estimate” sheet attached hereto, in accordance with TDA’s policies and the provisions of the North Peoria TIF Master Plan, for the Project by ZEBRA DEVELOPMENT, LLC as being in the best interest of the Authority, the City of Tulsa and its citizens.

NOW, THEREFORE, in consideration of the mutual covenants, promises and conditions set forth herein, the parties hereto do hereby agree as follows, to-wit:

SECTION 1. DEFINITIONS.

The terms herein set forth shall for all purposes of this Redevelopment Agreement have the following meanings. Unless the context otherwise indicates, words importing the singular shall include the plural and vice versa and the use of the neuter, masculine or feminine gender is for convenience only and shall be deemed to mean and include the neuter, masculine and feminine gender.

A. “Advance” shall mean any of the Advances of funds requested by the Developer and approved by TDA to reimburse Developer for “Expenditures Eligible for Reimbursement” (as defined in Section (D) in the installation of the TIF Improvements for the Project.

B. “Advance Request” means each Advance Request signed by the Developer and TDA in the form set forth on Attachment “A” attached hereto.

C. “Developer” or “Redeveloper” means ZEBRA DEVELOPMENT, LLC, of which John Price is manager.

D. “Expenditures Eligible for Reimbursement” means an amount not to exceed Fifty-Seven Thousand Eight Hundred Dollars (\$57,800.00) for the design and installation of public infrastructure improvements (the “TIF Improvements”) as described and set forth on the “Peoria & Mohawk Left Turn Lane Addition Preliminary Cost Estimate” sheet attached hereto which are attributable to, and essential for, the construction of the Project. Such reimbursements, calculated as a percentage of the Maximum Amount of Advances, shall not exceed the percentage of completion of the TIF Improvements as certified in writing addressed to TDA by a licensed architect acceptable to TDA.

E. “TIF Improvements” means the Expenditures Eligible for Reimbursements from Tax Increment District Number Four (a/k/a North Peoria TIF) for construction of infrastructure improvements as described and set forth on the “Peoria & Mohawk Left Turn Lane Addition Preliminary Cost Estimate” sheet attached hereto which are attributable to providing assistance for construction of the Project.

F. “Total available funds” means the Maximum Amount of Advances in the principal sum of Fifty-Seven Thousand Dollars (\$57,800.00) from Tax Increment District Number Four (a/k/a North Peoria TIF).

G. “Property” means the real estate located at **Southeast Corner of North Peoria Avenue and East Mohawk Blvd., City of Tulsa, Tulsa County, State of Oklahoma.**

H. “Redevelopment Project” or “Project” means the design, construction and operation of a mixed-use mini-storage, commercial/retail and restaurant development presently referred to as the Zebra Complex, to be located on the Property, all as more particularly described and depicted in documents submitted by Developer to the TDA Board of Commissioners at its July 11, 2019 regular board meeting.

I. “Termination Event” shall mean the occurrence of any of the following:

1. Default under Redevelopment Agreement. Any default in or breach of the terms and provisions of this Redevelopment Agreement, which has not been remedied to the satisfaction of TDA or the City, within ninety (90) days after written notice thereof has been given to the Developer by any one or more of said parties specifying such default or breach.

2. Representations. Any representation, advance request, statement, certificate, schedule or report made or furnished to the City and/or the TDA by the Developer proved to be false or materially misleading at the time of the making thereof; and Developer fails to take or

cause to be taken corrective measures satisfactory to TDA within ninety (90) days after receipt of written notice from TDA shall cause a default.

SECTION 2. SUBMISSION AND APPROVAL OF CONSTRUCTION PLANS.

A. All Construction Documents and any changes subsequently made with respect to the construction of the TIF Improvements shall be in compliance with, all necessary permits, inspections, applicable codes and procedures of, the City of Tulsa; and Developer shall furnish copies of such permits to TDA. Further, all such plans shall be substantially in compliance with the descriptions, standards, specifications and representations set forth in the documents submitted to the TDA Board of Commissioners.

B. Copies of all documents, including drawings, specifications, invoices and data created by or submitted to TDA in connection with the construction of the TIF Improvements and the redevelopment of the Property shall become and remain the property of the TDA and/or the City of Tulsa, Oklahoma.

SECTION 3. SCHEDULE OF REDEVELOPMENT.

Time is of the essence in the completion of construction of the TIF Improvements to assist the Project. The construction/redevelopment of the TIF Improvements shall commence within Ninety (90) days after the issuance of a building permit by the City of Tulsa and shall be completed within eighteen (18) months after commencement of construction, unless the Developer's written request for an extension has been approved in writing by TDA, which will not be unreasonably withheld. If at any time during construction, the Developer determines that it will not be able to complete the plans within the time allocated, it shall forthwith give notice to TDA of that fact and advise TDA of the reason for the delay and the additional time needed for completion. TDA shall have the option of granting additional time by amending this Agreement and granting additional time for approval or in the alternative of electing to terminate the project by reason of the failure of Developer to timely complete the work. In such event, notice of termination shall be given in the manner set forth in Section 17.

SECTION 4. CONDITIONS PRECEDENT TO FUNDING TIF IMPROVEMENTS.

TDA shall have no obligation to authorize the Developer to commence work on the TIF Improvements for the Redevelopment Project before and until Developer has furnished TDA the following documents and has executed this Agreement and TDA has determined that funds from are available from Tax Increment District Number Four (a/k/a North Peoria TIF) for reimbursement to Developer.

A. Documentation in such form as TDA shall reasonably require, demonstrating that all required insurance coverage and bonds are in force.

B. TDA shall have determined that the financing, development and construction documents and all other aspects of the Project are in substantial compliance with the proposals and representations of the Developer made to the TDA Board of Commissioners.

C. TDA shall have determined that the construction work for which reimbursement is requested by Developer is for the construction of the TIF Improvements and will provide assistance to the Project.

SECTION 5. OBLIGATION OF TDA TO MAKE ADVANCES.

The obligation of the Tulsa Development Authority to make advances is conditioned upon the availability of funds from Tax Increment District Number Four (a/k/a North Peoria TIF) to cover said advances.

SECTION 6. TDA AND CITY RIGHT TO INSPECT.

Developer acknowledges and agrees that TDA and the City of Tulsa shall have the right to inspect the site of the construction of the TIF Improvements and the site of the Project at all reasonable times upon receipt of twenty-four (24) hours written notice.

SECTION 7. DILIGENCE REQUIRED.

A. The Developer agrees for itself, its successors, and assigns to promptly begin and diligently complete construction of the TIF Improvements, and the construction shall in any event be begun and completed within the periods specified above, unless a written extension has been approved and executed by both parties. It is agreed that these agreements and covenants shall be covenants running with the land, binding for the benefit of the City of Tulsa, Oklahoma and TDA, and enforceable by TDA and the City against the Developer and its successors and assigns.

B. If the Developer, or its successor in interest, shall default in or violate its obligations with respect to the construction of the TIF Improvements (including the nature and dates for the beginning and completion thereof), or shall abandon or substantially suspend construction work on the TIF Improvements or the Project, and the Developer fails to take or cause to be taken corrective measure to cure any such default, violation, abandonment, or suspension within ninety (90) days after written demand by TDA, or such other time as agreed in writing by both parties, then TDA shall have the right to institute such actions or proceedings as it may deem desirable, including suspension of advances and/or termination of this Agreement.

SECTION 8. UNCONTROLLABLE FORCES:

Neither TDA nor the Developer shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to forces which are beyond the control of the parties, including, but not limited to: fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, inability to procure supplies, materials or services required to be provided by either TDA or the Developer under this Agreement.

SECTION 9. INFRASTRUCTURE FUNDING AVAILABLE TO DEVELOPER.

A. The total available funds for construction of the TIF Improvements are subject to the terms and conditions set forth herein. The total available funds shall be available to draw upon by the Developer as Expenditures Eligible for Reimbursement for improvements to the

Property solely from the City of Tulsa Account established for the funding of the project described herein. No other funds of the City of Tulsa, nor any funds of TDA, are committed to or are available for this project. Reimbursement shall be made only for the Developer's Expenditures Eligible for Reimbursement properly submitted to and approved by TDA and the City.

SECTION 10. BONDS AND INSURANCE.

Prior to commencement of construction of the TIF Improvements, Developer shall provide to TDA the following documents:

- A. A statutory payment bond, or any other form of insurance or bond agreed to by the parties, in the amount of the total construction cost of the TIF Improvements.
- B. A certificate of general liability insurance with bodily injury and property damage combined single limit coverage of not less than \$1,000,000.00 and not less than \$2,000,000.00 in the aggregate. TDA and the City of Tulsa shall be named as additional insured and shall be notified of any policy cancellation by thirty (30) days written notice.

SECTION 11. APPLICATION FOR ADVANCES.

Requests from the Developer for an Advance of Expenditures Eligible for Reimbursement shall be made to TDA.

- A. Requests shall be made no more frequently than once every thirty (30) days.
- B. No amounts shall be reimbursed upon the expiration of eighteen (18) months after the issuance of a building permit by the City of Tulsa unless, by subsequent action, the Tulsa Development Authority has authorized an extension of said date.
- C. All requests shall be made in the following manner and include the following:
 - 1. When and where applicable, requests shall be submitted on an AIA Document G702. Requests shall be accompanied by a certification of the percentage of completion of the Project issued by a licensed architect and shall include a schedule of values for all elements of work performed; and
 - 2. A detailed invoice and corresponding cancelled check or certified check; and
 - 3. When applicable, an approved City permit related to the applicable expense on the invoice, and which TDA has reviewed under the City's PALS system; and
 - 4. A signed subcontractor lien waiver for each applicable portion on the invoice; and
 - 5. A valid certificate of insurance for worker's compensation for each contractor or subcontractor services on the invoice.

A. All other covenants in this Agreement shall remain in force and effect upon the Developer and its successors and assigns until the loan is repaid and a release of the mortgage has been filed of record.

SECTION 12. NON-DISCRIMINATION IN EMPLOYMENT, ACCESS, RENTAL OR SALE.

The Developer agrees for itself, its successor and assigns that the Property is open to all persons without discrimination on the basis of race, color, religion, sex, sexual orientation, age, national origin or handicap status and that there shall be no discrimination in employment, and allowing use of or access to the public areas of the Property or in the rental of the parking spaces and/or commercial/retail spaces and agrees to include a statement to that effect in any advertisement for the construction or rental of the parking spaces and/or commercial/retail spaces.

SECTION 13. NOTICES AND DEMANDS.


A notice, demand or other communication under this Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail postage prepaid, return receipt requested or delivered personally as follows:

To TDA:
Tulsa Development Authority
1216 N. Lansing Avenue, Suite D
Tulsa, Oklahoma 74106
Attention: O. C. Walker, II, Executive Director

With a copy to:
Jot Hartley, TDA General Counsel
201 W. 5th Street, Ste. 501
Tulsa, OK 74103
johartley@gmail.com

To the Developer:
Nelson Allen, Manager
Zebra Development, LLC

Tulsa, OK _____
nallen@zebradevelopment.net

With a copy to:


SECTION 14. COUNTERPARTS.

This Agreement may be executed in counterparts, each of which shall constitute one and the same instrument and may be used as an original.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below to be effective on the date of execution by TDA.

TULSA DEVELOPMENT AUTHORITY

By: _____
Nancy Roberts, Chairman

“TDA”

Date of execution: September ____, 2019.

ZEBRA DEVELOPMENT, LLC

By: _____
Nelson Allen, Its Manager

Date of execution: September ____, 2019.

“Developer”

ATTACHMENT "A"

ADVANCE REQUEST

Pursuant to the Redevelopment Agreement dated September____, 2019 (the "Redevelopment Agreement"), by The Tulsa Development Authority ("TDA") and ZEBRA DEVELOPMENT, LLC ("Developer"), Developer hereby requests an Advance in the amount of \$_____ for the account of Developer from the account in the City of Tulsa established for the 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 _____ day of _____, 20____.

ZEBRA DEVELOPMENT, LLC

By: _____
Nelson Allen, Its Manager

Dated this _____ day of _____, 20____.

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

TULSA DEVELOPMENT AUTHORITY

By: _____
Executive Director

**Peoria & Mohawk
Left Turn Lane Addition
Preliminary Cost Estimate**

Item No.	Description	Unit	Quantity	Unit Cost	Extension
1	Removal of Concrete Pavement (Raised Island)	SY	332	\$ 15.00	\$ 4,980.00
2	Excavation	CY	111	\$ 25.00	\$ 2,775.00
3	Subgrade Method B	SY	332	\$ 2.00	\$ 664.00
4	Separator Fabric	SY	456	\$ 1.50	\$ 684.00
5	Aggregate Base	CY	111	\$ 45.00	\$ 4,995.00
6	PCC (Material)	CY	83	\$ 150.00	\$ 12,450.00
7	PCC Pavement (Dowel Jointed)	SY	332	\$ 40.00	\$ 13,280.00
8	Curb & Gutter (6"-Mountable) (For Island Nose)	LF	26	\$ 25.00	\$ 650.00
9	Traffic Stripe (4") (Yellow)	LF	350	\$ 2.00	\$ 700.00
10	Traffic Stripe (4") (White)	LF	100	\$ 2.00	\$ 200.00
11	Traffic Stripe (24") (White)	LF	28	\$ 10.00	\$ 280.00
12	Traffic Stripe (Symbols) (Left Turn Arrow)	LF	3	\$ 225.00	\$ 675.00
13	Construction Traffic Control	SUM	1	\$5,000.00	\$ 5,000.00
Total					\$47,333.00
20% Contingency					\$ 9,466.60
Total + Contingency					\$56,799.60

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