

#### **Meeting Agenda**

## Broken Arrow Economic Development Authority

Chairperson Craig Thurmond Vice Chair Scott Eudey Trustee Mike Lester Trustee Johnnie Parks

Trustee Debra Wimpee

Tuesday, April 2, 2019

Council Chambers 220 South 1st Street Broken Arrow, OK

#### NOTICE OF AGENDA OF RESCHEDULED MEETING

TIME: Follows City Council meeting which begins at 5:30 p.m. and the Broken Arrow Municipal Authority meeting which follows City Council.

- 1. Call to Order
- 2. Roll Call
- 3. Consideration of Consent Agenda

A. 19-55 Approval of the Broken Arrow Economic Development Authority Meeting

Minutes of March 19, 2019

**Attachments:** 03-19-2019 BAEDA Minutes

**B.** 19-400 Approval of and authorization to execute a Professional Services

Agreement between the Broken Arrow Economic Development Authority and Albright, Rusher & Hardcastle, P.C., to provide counsel and legal services regarding the vacation of an alley located in Block Eighteen of the

Original Township of Broken Arrow, pursuant to an Economic

Development Agreement with Milestone Capital, LLC

**Attachments:** Rusher Engagement Letter-proposed

Rusher Resume

C. <u>19-387</u> Approval of and authorization to execute Amendment No. 1 to Agreement

for the Purchase and Sale of Real Estate by and among the Broken Arrow

Economic Development Authority and Tiger Hill Plaza, LLC

Page 1

**Attachments:** Amendment No. 1 Agreement for Sale and Purchase of Tiger Hill

**D.** 18-1428 Approval of the Broken Arrow Economic Development Authority Claims

List for April 02, 2019

Attachments: 04-02-19 BAEDA CL.pdf

- 4. Consideration of Items Removed from Consent Agenda
- 5. General Authority Business NONE
- 6. Executive Session NONE
- 7. Adjournment

#### **NOTICE:**

If you wish to speak at this evening's meeting, please fill out a "Request to Speak" form. The forms are available from the City Clerk's table or at the entrance door. Please turn in your form prior to the start of the meeting. Topics are limited to items on the currently posted agenda, or relevant business.

All cell phones and pagers must be turned OFF or operated SILENTLY during meetings.

Exhibits, petitions, pictures, etc., shall be received and deposited in case files to be kept at the Broken Arrow City Hall. If you are a person with a disability and need some accommodation in order to participate in this meeting, please contact the City Clerk at 918-259-2400 Ext. 5418 to make arrangements.

| POSTED this | day of | ,, | , at |  |
|-------------|--------|----|------|--|
| a.m./p.m.   |        |    |      |  |
|             |        |    |      |  |
| City Clerk  |        |    |      |  |



### **Request for Action**

File #: 19-55, Version: 1

#### Broken Arrow Economic Development Authority Meeting of: 04-02-2019

Title:

Approval of the Broken Arrow Economic Development Authority Meeting Minutes of

March 19, 2019

**Background:** 

Minutes recorded for the Broken Arrow Economic Development Authority Meeting.

**Cost:** 30.40

Funding Source: City Clerk Operation Fund

**Requested By:** Russell Gale, Assistant City Manager of Administration

**Approved By:** Michael L. Spurgeon, City Manager

**Attachments:** 03 19 19 BAEDA Meeting minutes

**Recommendation:** 

Approve the minutes of March 19, 2019 for the Broken Arrow Economic Development Authority meeting.

City Hall 220 S 1st Street

Broken Arrow OK 74012

#### **Minutes Broken Arrow Economic Development Authority**

Chairperson Craig Thurmond Vice Chair Scott Eudey Trustee Mike Lester Trustee Johnnie Parks Trustee Debra Wimpee

Tuesday, March 19, 2019

Council Chambers

#### 1. Call to Order

Chairperson Craig Thurmond called the meeting to order at approximately 7:45 p.m.

#### 2. Roll Call

Present: 5 -Debra Wimpee, Johnnie Parks, Mike Lester, Scott Eudey, Craig Thurmond

#### 3. Consideration of Consent Agenda

Chairperson Thurmond asked if there were any items to be removed from the Consent Agenda. There were none.

MOTION: A motion was made by Mike Lester, seconded by Debra Wimpee.

#### Move to approve the Consent Agenda

The motion carried by the following vote:

5 -Debra Wimpee, Johnnie Parks, Mike Lester, Scott Eudey, Craig Thurmond Aye:

- 19-54 Approval of the Broken Arrow Economic Development Authority Meeting Minutes of A. March 5, 2019
- В. 18-1425 Approval of the Broken Arrow Economic Development Authority Claims List for March 19, 2019
- 4. Consideration of Items Removed from Consent Agenda

There were no items removed from the Consent Agenda. No action was required or taken.

#### 5. Public Hearings, Appeals, Presentations, Recognitions, Awards

There were no Public Hearings, Appeals, Presentations, Recognitions, or Awards.

#### 6. General Authority Business

19-359 A.

Consideration, discussion and possible approval of Resolution No. 1198, a Resolution of the Broken Arrow Economic Development Authority (the "authority") authorizing the issuance of its tax increment revenue note, taxable series 2019 (the "note") in the aggregate principal amount of \$7,565,000; waiving competitive bidding and authorizing the note to be sold on a negotiated basis; approving and authorizing execution of a security agreement by and between the City and the Authority pertaining to a pledge of certain sales tax increment revenue and ad valorem tax increment revenue; approving and authorizing execution of a general bond indenture and a series 2019 supplemental note indenture (collectively, the "indenture") authorizing the issuance and securing the payment of the note; providing that the organizational document creating the authority is subject to the provisions of the indenture; approving and authorizing the transfer of funds; authorizing and directing the execution of the note and other documents relating to the transaction; and containing other provisions relating thereto

Director of Finance Cindy Arnold introduced Mr. Ben Oglesby with Municipal Finance Services, Inc.

Mr. Ben Oglesby reported the TIF (Tax Increment Financing) note issued in 2010 had a variable interest rate, with a current interest rate of 4.87% and a current balance of \$7.5 million dollars with payments ranging between \$835,000 dollars to \$840,000 dollars annually. He stated refinancing this TIF note had six objectives: 1) change the variable interest rate to a fixed interest rate, 2) lower the interest rate, 3) shorten the term by 3 years, 4) secure the note with TIF revenues rather than city wide tax, 5) reduce the size of Debt Service Reserve Fund from \$770,000 to \$500,000, and 6) reduce total debt service. He displayed a Debt Service Savings Comparison chart. He noted BAEDA had three options for refinancing: Option A: JP Morgan Chase 3.25% non-callable fixed interest rate (no option to pay off note early or refinance), Option B: JP Morgan Chase 3.35% fixed interest rate with a 5 year call option (option to pay off note early or refinance), and Option C: BOK (Bank of Oklahoma) 3.5% fixed interest rate with a 5 year call option. He indicated refinancing savings were over \$1 million dollars for all three proposals, but would not be realized until the eighth year of payoff. He stated he recommended Option B the 3.35% fixed interest rate with a 5 year call option, as it allowed the possibility of refinancing or early payoff which potentially would further save an additional \$200,000 dollars.

City Manager Michael Spurgeon and Trustee Mike Lester agreed with Mr. Oglesby's recommendation for Option B. Vice Chair Eudey stated he appreciated refinancing into a fixed interest rate and agreed with Mr. Oglesby's recommendation for Option B.

MOTION: A motion was made by Scott Eudey, seconded by Debra Wimpee.

Move to approve Option B as presented and to approve Resolution No. 1198 amended to accommodate Option B

The motion carried by the following vote:

Aye: 5 - Debra Wimpee, Johnnie Parks, Mike Lester, Scott Eudey, Craig Thurmond

At approximately 7:55 p.m. Chairperson Thurmond stated there was an Executive Session and he would entertain a motion for a brief recess to reenter the City Council Meeting.

MOTION: A motion was made by Mike Lester, seconded by Scott Eudey.

Move for a brief recess to reenter the City Council Meeting

The motion carried by the following vote:

Aye: 5 - Debra Wimpee, Johnnie Parks, Mike Lester, Scott Eudey, Craig Thurmond

At approximately 8:43 p.m. Chairperson Thurmond reconvened the regular BAEDA Meeting. He stated there was an Executive Session and he would entertain a motion to enter into the Executive Session.

MOTION: A motion was made by Mike Lester, seconded by Scott Eudey.

Move to enter into the Executive Session

The motion carried by the following vote:

Aye: 5 - Debra Wimpee, Johnnie Parks, Mike Lester, Scott Eudey, Craig Thurmond

#### 7. Executive Session

Executive Session for the purpose of confidential communications between the Broken Arrow Economic Development Authority, the City Manager, the City Attorney and any other pertinent staff members discussing and conferring on matters pertaining to:

1. Economic development and specifically discussing an economic development proposal involving real property located near Tucson Street (121st Street) and north of the Creek Turnpike and east of Aspen Avenue (145th East Avenue), and real property located near Tucson Street (121st Street) and south of the Creek Turnpike and east of Aspen Avenue (145th East Avenue) to include the transfer of property, financing, and the creation of a proposal to entice a business to locate within the City of Broken Arrow, taking appropriate action in open session, including direction for the City Manager and staff to enter into formal negotiations for an economic development proposal under 25 O.S. §307(C)(10); and

- 2. Economic development and specifically discussing an economic development proposal involving approximately 1.775 acres of real property located near the northwest corner of South Aspen Avenue (145th East Avenue) and West Norfolk Drive to include the transfer of property, financing, and the creation of a proposal to entice a business to locate within the City of Broken Arrow, taking appropriate action in open session, including direction for the City Manager and staff to enter into formal negotiations for an economic development proposal under 25 O.S. §307(C)(10);
- 3. Discussing the purchase and appraisal of real property located near Houston Street (81st Street) and east of Main Street and south of El Paso and west of First Street and taking appropriate action in open session, including making an offer of purchase, under 25 O.S. §307(B)(3);

In the opinion of the City Attorney, the Authority is advised that the Executive Session is necessary to protect the confidentiality of the businesses and also that disclosure will impair the ability of the Authority to process the pending appraisal and sale of real property in the public interest. After the conclusion of the confidential portion of executive session, the Authority will reconvene in open meeting, and the final decision, if any, will be put to a vote.

The meeting reconvened at approximately 9:17 p.m.

MOTION: A motion was made by Scott Eudey, seconded by Mike Lester.

Move to authorize the City Manager and Staff to negotiate for an economic development proposal and sale of 1.775 acres of real property located near the northwest corner of South Aspen Avenue (145<sup>th</sup> East Avenue) and West Norfolk Drive and negotiate for an economic development proposal

The motion carried by the following vote:

Aye: 5 - Debra Wimpee, Johnnie Parks, Mike Lester, Scott Eudey, Craig Thurmond

MOTION: A motion was made by Scott Eudey, seconded by Mike Lester.

Move to authorize the City Manager and Staff to negotiate the purchase of real property located near Houston Street (81st Street) and east of Main Street and south of El Paso and West of 1st Street and obtain an appraisal of the property

The motion carried by the following vote:

Aye: 5 - Debra Wimpee, Johnnie Parks, Mike Lester, Scott Eudey, Craig Thurmond

MOTION: A motion was made by Scott Eudey, seconded by Mike Lester.

Move to find the Executive Session necessary

The motion carried by the following vote:

Aye: 5 - Debra Wimpee, Johnnie Parks, Mike Lester, Scott Eudey, Craig Thurmond

8. Adjournment

The meeting adjourned at approximately 9:18 p.m.

MOTION: A motion was made by Johnnie Parks, seconded by Scott Eudey.

Move to adjourn

The motion carried by the following vote:

Aye: 5 - Debra Wimpee, Johnnie Parks, Mike Lester, Scott Eudey, Craig Thurmond

|              | Attest:   |  |
|--------------|-----------|--|
|              |           |  |
| <br>Chairman | Secretary |  |



#### **Request for Action**

File #: 19-400, Version: 1

#### Broken Arrow Economic Development Authority Meeting of: 04-02-2019

Title:

Approval of and authorization to execute a Professional Services Agreement between the Broken Arrow Economic Development Authority and Albright, Rusher & Hardcastle, P.C., to provide counsel and legal services regarding the vacation of an alley located in Block Eighteen of the Original Township of Broken Arrow, pursuant to an Economic Development Agreement with Milestone Capital, LLC

#### **Background:**

The Broken Arrow Economic Development Authority ("BAEDA") owns real property located at 305 North Main Street East in Block 18, Original Town of Broken Arrow (the "Property"). On August 1, 2017, BAEDA, the City and Milestone Capital, LLC ("Milestone") entered into an Economic Development Agreement whereby, among other things, BAEDA agreed to lease the Property to Milestone, the City agreed to make certain improvements to infrastructure, and Milestone agreed to construct a four-story building consisting of residential, retail, restaurant and office uses and related appurtenances (the "Milestone Agreement").

The Milestone Project will be built over a portion of an existing alley. On August 21, 2018, the City Council passed Ordinance #3536 closing the t-shaped alley on the Property. As part of the construction of the Milestone Project, it will be necessary to vacate a portion, although not all, of the closed t-shaped alley. A closure and a vacation are two different events. The City Council can close a roadway or easement, subject to it being reopened if it becomes necessary, by ordinance. However, if a roadway or easement is vacated, the underlying land is permanently transferred to the person/s owning the abutting land/s. The roadway or easement is permanently extinguished. In order to vacate an alley (a type of roadway), an owner of property abutting the alley must file a District Court action, comply with the applicable statute, and obtain a court order vacating the alley.

Because the owner of all of the property abutting the alley is BAEDA, BAEDA will need to be the plaintiff in the District Court action to vacate the alley. The defendants will be the City, its franchise holders, utility companies with easements, and possibly others. So, we are in the unique position of BAEDA suing the City and the City Attorney's Office has a conflict of interest in representing both sides in litigation.

The Milestone Agreement provides, on page 14, at Paragraph 6.3(c), that Milestone will be responsible to "prepare the separate instrument for vacation of the alley and if necessary, to seek court approval thereof." Milestone has agreed to pay the legal fees of an attorney engaged by BAEDA to file suit for vacation of the alley. Because the City Attorney's Office has a conflict, Milestone was asked to propose an attorney. Milestone proposed that BAEDA engage James Rusher of Albright, Rusher & Hardcastle. The City Attorney's Office has no objection to working with Mr. Rusher toward closure of the alley in accordance with the Milestone Agreement.

Mr. Rusher's Engagement Letter includes the following provision: "... Milestone will be responsible for payment of all fees and expenses regarding the services of Firm. The Firm agrees to look solely to Milestone

#### File #: 19-400, Version: 1

for payment of the fees and expenses. The Client [BAEDA] will not be responsible for payment of the fees and expenses."

Cost: No Cost

**Funding Source:** No Source

**Requested By:** Trevor A. Dennis, City Attorney

**Approved By:** Michael L. Spurgeon, City Manager

**Attachments:** Professional Services Agreement

Resume of James W. Rusher

#### **Recommendation:**

Approve the Professional Services Agreement with Albright, Rusher & Hardcastle, P.C., and authorize its execution.

LAW OFFICES OF

#### ALBRIGHT, RUSHER & HARDCASTLE

A PROFESSIONAL CORPORATION

2600 BANK OF AMERICA CENTER

IS WEST SIXTH STREET

#### TULSA, OKLAHOMA 74119-5434

TELEPHONE (918) 583-5800 FACSIMILE (918) 583-8665

March 15, 2019

Broken Arrow Economic Development Authority 220 S. 1<sup>st</sup> St. P.O. Box 610 Broken Arrow, OK 74013

Re: Engagement Letter

Dear Broken Arrow Economic Development Authority:

This letter will confirm our understanding concerning the retention of Albright, Rusher & Hardcastle, a Professional Corporation (the "Firm"), to perform legal services the Broken Arrow Economic Development Authority (hereinafter referred to as "Client").

- 1. Scope of Engagement. The Firm will perform legal services for Client in connection with the vacation of an alley that runs between East Elgin and East Detroit in Broken Arrow, Oklahoma. The alley to be vacated is shown on the survey that is attached hereto as Exhibit A. The alley is being vacated to facilitate the construction of building by Milestone Capital, LLC ("Milestone") pursuant to the August 11, 2017 Economic Development Agreement between Client, the City of Broken Arrow and Milestone.
- **2. Fees for Services Performed.** Pursuant to paragraph 6.3(c) of the Economic Development Agreement Milestone will be responsible for payment of all fees and expenses regarding the services of Firm. The Firm agrees to look solely to Milestone for payment of the fees and expenses. The Client shall not be responsible for payment of the fees and expenses.
- 3. <u>Termination of Services</u>. It is agreed that either party may terminate this Agreement by written notice to the other at any time. In the event of termination the parties agree to cooperate in freeing the Firm of any obligation to perform further and to effect a substitution of attorneys. Client may terminate the Firm's services at any time.
- **4. <u>Conflicts of Interest.</u>** It does not appear that there is a current conflict of interest that would make the representation of you directly adverse to any of the Firm's existing clients or that would materially limit the Firm's responsibilities to you or any of its existing clients. In the event that a situation arises during the course of the litigation that creates a conflict of interest, the Firm will advise you in a timely manner and advise you of the options to deal with such a conflict.

| Broken Arrow Economic | Development Authority |
|-----------------------|-----------------------|
| March 15, 2019        |                       |
| Page 2                |                       |

If you find the foregoing to be acceptable, please so signify by signing the enclosed copy of this letter and returning it to the undersigned.

We look forward to working with you on this project.

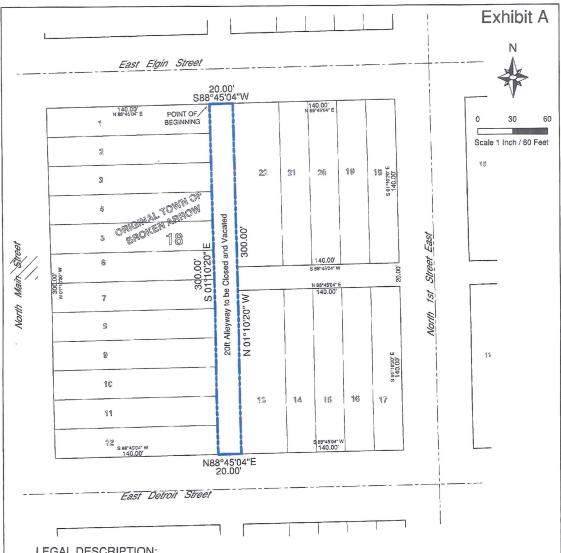
Sincerely,

James W. Rusher For the Firm

Accepted and agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

BROKEN ARROW ECONOMIC DEVELOPMENT AUTHORITY

By \_\_\_\_\_\_ts



#### LEGAL DESCRIPTION:

A tract of land that is the dedicated Alley wholly within Block 18, "ORIGINAL TOWN OF BROKEN ARROW", being a subdivision of part of the West Half (W2) of Section Eleven (11), Township Eighteen (18) North, Range Fourteen (14) East of the Indian Meridian, Tulsa County, State of Oklahoma, according to the United States Government Survey thereof being more particularly described as follows: Point of Beginning at the Northeast Corner of Lot 1;

Thence S01°10'20"E a distance of 300.00 feet to the Southeast Corner of Lot 12; Thence N88°45'04"E a distance of 20.00 feet to the Southwest Corner of Lot 13; Thence N01°10'20"W a distance of 300.00 feet to the Northwest Corner of Lot 22; Thence S88°45'04"W a distance of 20.00 feet to the Point of Beginning.

Having an area of 6000 Square Feet or 0.1377 Acres

Bearings based on the Oklahoma State Plane Grid Zone North.

This legal description meets the minimum technical standards for legal descriptions in the State of Oklahoma. Prepared by Russell M. Muzika, Oklahoma PLS No. 1603



R1a: January 18, 2019



**GEODECA LLC** P.O.Box 330281, Tulsa, Ok. 74133 918 949 4064

CA # 5524 exp 6/30/2020

CLOSE AND VACATE ALLEYWAY

Block 18, "ORIGINAL TOWN OF BROKEN ARROW" Owner: Broken Arrow Economic Development Authority

Address: 305 N. Main St. E., Broken Arrow

#### JAMES W. RUSHER ALBRIGHT, RUSHER & HARDCASTLE

15 West 6<sup>th</sup> St., Suite 2600 Tulsa, Oklahoma 74119 (918) 583-5800 jwrusher@arhlaw.com

#### **Employment:**

September 1993 to present - Albright, Rusher & Hardcastle

May 1985 to August 1993 - Gable & Gotwals

#### **Education:**

1985 - Southern Methodist University, J.D.

1982 - Southern Methodist University, B.A., cum laude

#### **Professional and Community Involvement:**

American Bar Association - member of the construction and litigation committees Oklahoma Bar Association - member of the litigation and family law committees Tulsa County Bar Association - member of the speakers and law related education committees

Youth Services of Tulsa - board of directors from 1990 to 1996, two terms as president Arts & Humanities Council - board of directors from 1997 to 2000

City of Tulsa Sales Tax Oversight Committee from 1996 to 2010

All Souls Unitarian Church - member, board of trustees 2005-11, one term as president

All Souls Unitarian Church-chair of endowment, 2012-18

Maple Ridge Homeowners' Association - member of board of trustees 1995 to 2001 Leadership Tulsa Class XX 1993 – 94

#### **Professional Honors:**

Best Lawyers in America-Commercial Litigation since 2009 Super Lawyers-Commercial Litigation since 2010 Top Lawyers in Tulsa Martindale Hubbell-AV Preeminent rating



#### **Request for Action**

File #: 19-387, Version: 1

#### Broken Arrow Economic Development Authority Meeting of: 04/02/2019

Approval of and authorization to execute Amendment No. 1 to Agreement for the Purchase and Sale of Real Estate by and among the Broken Arrow Economic Development Authority and Tiger Hill Plaza, LLC

#### **Background:**

The Broken Arrow Economic Development Authority executed an agreement with Tiger Hill Plaza, LLC for the purchase of 5.222 acres of real property located on the north side of Tiger Hill, in August 2018. The closing date on the property was to take place on or before the date one hundred and fifty days after the Triggering Event, unless extended in writing by Authority and Buyer. February 14, 2019 was the final date Mr. Hendershot could waive his right to purchase the property. On February 13, 2019, the Broken Arrow Economic Development Manager was notified the buyer, Bryan Hendershot, was not waiving his right to purchase the property. Based on the above events, the final closing date for the property would take place March 15, 2019.

On March 13, 2019, Mr. Hendershot contacted the Economic Development Manager requesting a sixty-day extension to the closing due to an issue with his lending institution. Mr. Hendershot explained he still had full intentions to purchase the property and could not imagine a scenario where he would not complete the transaction. If the extension is granted Mr. Hendershot would be required to close on the sale of the property no later than May 14, 2019.

Cost: None

**Funding Source:** N/A

**Requested By:** Norm Stephens, Economic Development Manager

**Approved By:** Michael L. Spurgeon, City Manager

**Attachments:** Amendment No. 1 Agreement for Sale and Purchase of Tiger Hill

#### **Recommendation:**

Approve the Extension to Agreement for the Purchase and Sale of Real Estate and authorize its execution.

## AMENDMENT NO. 1 TO AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY

THIS AMENDMENT NO. 1, made and entered into this 2nd day of April 2019, by and between the Broken Arrow Economic Development Authority, an Oklahoma Public Trust (together with its successors and assigns, the "Authority") the sole beneficiary of which is the City of Broken Arrow (the "City"), and Tiger Hill Plaza, LLC, hereafter referred to as "Buyer").

#### WITNESSETH:

**WHEREAS,** City and Buyer entered into an Agreement dated August 7, 2018, for purchase and sale of real property; and

WHEREAS, City and Buyer propose to amend said Agreement to extend the closing date; and

**WHEREAS**, the Original Agreement and First Amendment shall hereinafter collectively be referred to as the "Agreement"; and

WHEREAS, funding is now available for said additional services.

**NOW THEREFORE**, in consideration of the promises contained herein, the parties hereto agree to amend the Agreement as follows:

# ARTICLE A AMENDMENT TO AGREEMENT SECTION 5 CLOSING

- A.1 Amendment to Section 5.0 of the Contract: Section 5.0, Closing, is hereby amended to read in its entirety as follows
  - 5. Closing: Closing shall take place on or before May 15, 2019, unless extended in writing by Authority and Buyer (the "Closing Date"). At Closing, Buyer shall pay the balance of the Purchase Price as set forth in Section 2 of this Agreement and Authority shall convey North Tiger Hill to Buyer by good and sufficient General Warranty Deed subject only to matters approved by Buyer pursuant to Section 4 of this Agreement. At the Closing, both parties shall duly execute and deliver all other documents reasonably necessary to consummate the transaction described in this Agreement, including a closing statement setting forth the changes, adjustments and credits to each party.

#### **ARTICLE B**

#### CONTINUING TERMS OF AGREEMENT

B.1 Except as amended hereby, all terms of the Agreement, as amended, remains in full force and effect without modification or change. The Agreement, as amended by this Amendment, is in all respects ratified and confirmed, and the Agreement, as so amended by this Amendment, shall be read, taken and construed as one and the same instrument.

IN WITNESS WHEREOF, each of the parties has caused this First Amendment to be executed

by its duly authorized officials and its official seal to be impressed hereon, as of the date first APPROVED AS TO FORM: **BROKEN ARROW ECONOMIC** DEVELOMENT AUTHORITY Kim Slinkard Craig Thurmond, Chairman Deputy City Attorney ATTEST: TIGER HILL PLAZA, LLC, a Limited Liability Company By: \_\_\_\_\_ Name: Title: STATE OF OKLAHOMA ) ss. COUNTY OF TULSA Before me, the undersigned, a Notary Public in and for said County and State, on the \_\_\_\_\_ day of \_\_\_\_\_\_\_, 2019, personally appeared \_\_\_\_\_\_\_\_\_, the \_\_\_\_\_\_\_\_\_, of TIGER HILL PLAZA, LLC, a Limited Liability Company, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth. Given under my hand and seal the day and year above written. (S E A L)

My commission expires:

My number is:

Notary Public



## **Request for Action**

File #: 18-1428, Version: 1

| PREPARED  | 3/29/19, | 6:45:09 |
|-----------|----------|---------|
| PROGRAM G | M314I    |         |

#### ACCOUNTS PAYABLE BY FUND/ DUE DATE

| PROGRAM GM31                 |                    |                       |               |                 |   |   |  |
|------------------------------|--------------------|-----------------------|---------------|-----------------|---|---|--|
| FUND 087 BAEI<br>DATE<br>DUE | DA<br>VENDOR<br>NO | VENDOR<br>NAME        | VOUCHER<br>NO | I NVOI CE<br>NO | ACCOUNT<br>NO   | AMOUNT                                    |  |
| 3/27/2019                    | 9744               | SIG-BROKEN ARROW, LTD | 009444        | JUL-DEC 2018    | 087-1700-419.50-72<br>3/27/2019 TOTAL -<br>FUND 087 TOTAL - | 68, 435, 82<br>68, 435, 82<br>68, 435, 82 |  |

PAGE