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Request for Proposal

for the Application of Funds from the Brownfields Revolving Loan Fund To Support Site Cleanup Activities

Issued: April 4, 2023

The Tulsa Authority of Economic Opportunity ("TAEO") d/b/a PartnerTulsa invites applicants to submit proposals for the use of Brownfields revolving loan funds to assist towards the clean-up activities of sites contaminated with hazardous substances. Through its commitment to economic development and revitalization, utilizing a grant from the US Environmental Protection Agency's (EPA's) Brownfield and Land Revitalization Program, PartnerTulsa assists the City of Tulsa in facilitating the redevelopment of Brownfield sites inside the city's limits.

Loan funds are deployed as a three-year interest-only environmental cleanup **bridge loan** with a 2.5% interest rate and balloon principal repayment. Non-profit entities may be eligible for cleanup **grants** under the BRLF.



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1. Introduction

A. About PartnerTulsa

The Tulsa Authority of Economic Opportunity ("TAEO") d/b/a PartnerTulsa is a Public Trust, established under Oklahoma State Statures for the benefit of the City of Tulsa, Oklahoma to serve as the lead entity for the City of Tulsa in carrying out its community and economic development priorities, goals, and programs. PartnerTulsa was established following a year-long strategic planning process through the effective merger of five (5) separate public entities: the Mayor's office of Economic Development, Economic Development Commission, Tulsa Development Authority, Tulsa Industrial Authority, and the Tulsa Parking Authority. In merging these entities together, the City has established a world-class economic development organization which will leverage the collective assets and resources of the Authority to accelerate economic growth, increase shared prosperity, and promote racial equity. The model has been fashioned based upon the learnings from Dag Detter's research in the Public Wealth Crisis, and it is driven by the fundamental belief that public assets and resources - if managed properly – can drive enhanced economic growth.

B. Governance

PartnerTulsa is governed by a board of thirteen (13) Trustees, which is comprised of the Mayor, seven (7) Trustees appointed by the Mayor and approved by City Council, and the five (5) Commissioners of the Tulsa Development Authority (TDA), who will continue to function as a legally separate entity governing the assets and resources of TDA.

C. Mission and Vision Statements

Mission: We are innovators who create and manage public assets and resources to drive economic growth. We invest in Tulsa's economy, businesses, neighborhoods, and people with the goal of leveraging our resources to create economic opportunity and drive equitable outcomes.

Vision: We envision a future where race, nativity, gender, or zip code do not determine economic opportunity, and all people can maximize their potential to create and share in Tulsa's economic prosperity.

D. Deployment of the Brownfields Revolving Loan Fund ("BRLF")

Through its commitment to economic development and revitalization, utilizing a grant from the US Environmental Protection Agency's (EPA's) Brownfield and Land Revitalization Program, PartnerTulsa assists the City of Tulsa in facilitating the redevelopment of Brownfield sites inside the city's limits. One of the uses of the grant is to capitalize a revolving loan fund from which

PageZ



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the City of Tulsa provides low interest, short-term financing to for-profit entities or subgrants to not-for-profit entities for the remediation of sites with environmental contamination, the Brownfield Revolving Loan Fund (BRLF).

Loan funds are typically deployed as a three-year interest-only environmental cleanup bridge loan with a 2.5% interest rate. Payment of principal in full is due at the end of the loan term at which point the Borrower should have secured construction or long-term mortgage financing. There is no penalty for early repayment of BRLF loans. Non-profit entities may be eligible for sub-grants under the BRLF. Applicants are encouraged to utilize other local, state, or federal incentives in addition to the BRLF for redevelopment.

E. Person of Contact

Michelle Barnett, P.E. SVP, Economic and Workforce Development 100 S. Cincinnati Ave., Ste 6 Tulsa, OK 74103 Email: mbarnett@cityoftulsa.org or rfp@partnertulsa.org

2. Invitation to Submit Proposal

The purpose and scope of work of this Request for Proposal ("RFP") is to provide both forprofit and non-profit developers an opportunity to apply for gap financing from the BRLF that will leverage private dollars to create economically viable projects. Throughout this Request for Proposal, the terms "Respondent", "Developer" and "Applicant" shall have the same meaning and may be used interchangeably.

A. Submission of Proposal:

Proposals must be received at PartnerTulsa offices located at 175 East 2nd Street, 15th Floor, Tulsa, OK 74103, no later than the date and time shown in Section D. Submittal Process Schedule. Proposals must be submitted in an envelope that is completely sealed, bears the name and mailing address of the Respondent, and be clearly marked, "**Proposal for the Application of Funds from the BRLF**". One (1) original unbound copy, two (2) bound copies, and a type-written document providing a link to a digital version of the proposal on a secure file hosting site should be submitted and enclosed inside the envelope.

Respondents may hand-deliver their sealed proposal by providing 24-hours' advance notice of expected delivery date and time to <u>rfp@partnertulsa.org</u>. Should the sealed proposal require delivery by a courier mail service, please provide tracking information to <u>rfp@partnertulsa.org</u>.

Proposals must be submitted with and on the official proposal forms which are included as Exhibits to this RFP. All proposals must be legibly written in ink or typewritten with all amounts

Page



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given both in words and figures, where so indicated. Proposals must be prepared on 8-1/2" x 11" paper using a font no smaller than 11-point. Any modifications thereof or deviations therefrom may be considered non-responsive and sufficient cause for rejection. There shall be no conflict between the proposal and any other documents required to be included with the proposal.

More than one proposal submitted by a Respondent under the same or different names will not be considered. Reasonable grounds for suspecting that a Respondent is submitting more than one proposal will result in all proposals being rejected. All proposals will be rejected if there is a reason to believe that collusion exists among Respondents and no participant in such collusion will be considered in future proposals with PartnerTulsa.

The original unbound copy of the submitted proposal must be signed in ink by a duly authorized official of the Respondent. The Respondent's legal name and form of organization must be fully stated. If the Respondent is an individual, the Respondent himself/herself must sign the proposal. If the Respondent is a partnership, the signature must be that of a general partner. A proposal signed by a limited partner is not acceptable. If the Respondent is a corporation, the signature must be that of a duly authorized executive officer, attested to by the corporate secretary.

This Request for Proposal does not commit PartnerTulsa to pay any cost incurred in the submission of a proposal or the cost incurred preparation thereof.

B. Eligibility

To be eligible for the consideration of application of funds to the Brownfields Revolving Loan Fund ("BRLF"), the Applicant, the property, and the proposed cleanup activities must all be eligible based on the conditions provided herein. Respondents seeking funding from the City of Tulsa Downtown Development and Redevelopment Fund (DDRF) or Commercial Revitalization Fund from Tulsa Economic Development Corporation (TEDC) applicable to the project will be given preference.

Applicant Eligibility:

- The Applicant must not be a potential responsible party under CERCLA 107. Potential responsible parties include:
 - o Past owners or operators during release of contamination,
 - o Parties who caused or contributed to contamination,
 - Generators or transporters of contamination, and
 - Parties who voluntarily acquired the property acquisition without valid All Appropriate Inquiry.
- The Applicant must be registered and in good standing with the Oklahoma Secretary of State.

Page4

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Property Eligibility:

- The property must be located within the City of Tulsa.
- The property must meet the federal definition of brownfield.
- The property must be owned by the Applicant at the time of proposal submission and throughout the term of the loan.
- The property must not be owned by a federal agency.
- The property must not be subject to CERCLA orders or consent decrees.

Eligible Cleanup Activities:

- Cleanup of contaminants in soil, water, soil vapor, groundwater; and pollutants, including asbestos and lead-based paint,
- Removal of drums, barrels, tanks, etc. that contain/may contain hazardous substances, with the exception of tanks registered with the Oklahoma Corporation Commission,
- Certain infrastructure improvements may be considered approved expenses if deemed necessary to implement the cleanup activities, such as repair of an elevator to support abatement of asbestos in a high-rise structure,
- Sampling as related to design/implementation of selected cleanup plan (Confirmatory sampling),
- Installation of fences, warning signs, or other security or site control precautions,
- Preparing an Analysis of Brownfield Cleanup Alternatives (ABCA),
- Ensuring public participation requirements are met including development and conduct of a Community Relations Plan (CRP),
- Establishing an administrative record for each site,
- Developing a Corrective Action Plan,
- Developing a Quality Assurance Project Plan (QAPP),
- Ensuring adequacy of cleanup and overseeing activities to ensure compliance with Federal and State requirements,
- Purchasing environmental insurance, or
- Other eligible programmatic costs as approved by EPA.

Ineligible Activities:

- Pre-cleanup assessment activities (Phase 1 & 2, lead and asbestos assessments)
- Monitoring and data collection for permits under federal or state laws unless required by cleanup,
- Non-cleanup activities related construction, demolition, property purchase, development and addressing, or deteriorated drinking water supplies,
- Cleanup eligible for funding through Oklahoma Corporation Commission programs,
- Job training unrelated to site cleanup,
- Paying a penalty or fine,
- Meeting a federal cost share requirement unless allowed by statutory authority,



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- Paying a response cost at a site where the recipient of a loan or subgrant is liable under CERCLA 107,
- Paying a cost of compliance with any federal law not applicable to the to the cleanup, and
- Administrative costs and all indirect costs under OMB Circulars. Ineligible administrative costs include salaries, benefits, contractual costs, supplies, and data processing charges incurred to comply with Uniform Administrative Requirements for Grants in 40 CFR Part 30 or Part 31 and direct costs for Ioan administration not identified in eligible costs.

C. Payment, Incentives and Penalties

No funds shall be disbursed until a final Loan or Subgrant Agreement ("Agreement") has been signed by both the City of Tulsa and the Applicant. Funds shall not be available retroactively for past work completed unless defined by the Agreement. Funded projects will be required to conduct best practices to achieve federal minority and women-owned business goals of 10% or greater and comply with the fair wage provisions of the Davis-Bacon Act.

Funds for onsite remedial eligible activities under the Agreement shall not be disbursed until a Corrective Action Plan/Project Plan has been approved by the applicable regulatory agency. Preparatory eligible activities are allowed for disbursement without an approved Corrective Action Plan (i.e. development of ABCA and/or Community Relations Plan or development of a Quality Assurance Project Plan.)

The funds shall be payable as reimbursement for allowable expenses incurred based upon the progress of the work and in accordance with the approved Project Budget and the approved Corrective Action Plan. No reimbursement shall be made unless substantial progress on activities have occurred within six (6) months of the execution of the Agreement. If PartnerTulsa determines that the awarded Respondent has not made sufficient progress within this time frame, the City of Tulsa may terminate the Agreement.

Payment requests will be submitted to PartnerTulsa as manager of the City of Tulsa program. There may be a maximum of one reimbursement request per month. Such requests shall include documentation of (1) work completed; (2) eligible costs; and (3) match incurred by the awarded Respondent. PartnerTulsa may elect to withhold ten percent (10%) of the total loan amount stated in the Agreement for final payment as retainage.

D. Submittal Process Schedule:

The following is the schedule of significant dates associated with this RFP. In the event there is a change or deviation from this schedule, such change will be posted on the PartnerTulsa website at <u>www.partnertulsa.org</u> and emailed to the Respondents that have registered for the Pre-Proposal Meeting.

Page**Ó**



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Issuance of RFP	April 4, 2023
Pre-Proposal Meeting Registration Deadline	April 19, 2023 5:00pm CT
Pre-Proposal Meeting	April 24, 2023 Time 3:00pm CT
Questions and Document Request Deadline	May 19, 2023 5:00pm CT
Proposals Due	June 2, 2023 4:00pm CT
Shortlist Proposal Presentations, if Applicable	June 26 -30, 2023
Anticipated Notification of Award	August 2023

E. Pre-Proposal Meeting

An **optional** Pre-Proposal Meeting to review and discuss the details of the RFP will be held virtually and will take place as shown in the Submittal Process Schedule table above. To register for the Pre-Proposal Meeting, the Respondent must email Michelle Barnett at <u>mbarnett@cityoftulsa.org</u> with the Subject line **Brownfield RLF RFP Spring 2023** by the date and time shown in the Submittal Process Schedule to advise of your intended attendance. In the email, please provide the company name of the Respondent intending to submit a proposal and the name and email addresses of all persons that should receive an invitation to the virtual meeting. Log-in and access information will be provided to the Respondent once they have registered.

F. Submission of Questions and Document Request:

Questions and requests for clarification or documents regarding this RFP must be directed in writing, via email, to Michelle Barnett at <u>mbarnett@cityoftulsa.org</u> with the Subject line **Brownfield RLF RFP Spring 2023**. The deadline for submitting such questions or requests is as shown in the Submittal Process Schedule above. If a substantive clarification is in order, an addendum to this RFP will be issued and posted on the PartnerTulsa website at <u>www.partnertulsa.org</u> and emailed to the Respondents that have registered for the Pre-Proposal Meeting.

G. Addendums and Modifications

PartnerTulsa reserves the right, in its sole discretion, to amend this RFP at any time prior to the deadline for submission of proposals. In the event that it becomes necessary to revise or expand upon any part of this RFP, all addendums, amendments, and interpretations to this RFP will be made in writing and posted on the PartnerTulsa website at <u>www.PartnerTulsa.org</u> and emailed to the Respondents that have registered for the Pre-Proposal Meeting.

H. Disqualification of Respondents

Page 7



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Any proposal from a Respondent may be rejected with any default of debt of contract to the City of Tulsa or in default upon any obligation to the City of Tulsa or any Respondent having a conflict of interest that could prevent carrying out the proposal in the best interest of the City of Tulsa.

I. Non-Collusion Agreement

Each Respondent is required to submit with its proposal on the form furnished (Exhibit C) for that purpose, an affidavit that the Respondent has not entered into collusion with any other person in regard to any proposal or document submitted.

J. Withdrawal of Proposal

A Respondent may withdraw its proposal any time. The withdrawal shall be written request signed in the same manner and by the same person who signed the proposal.

K. Rejection of Proposals

A violation of any of the following provisions by the Respondent shall be sufficient reason for rejection of a proposal, or shall make any contract between the City of Tulsa and the Respondent that is based on the proposal, null and void: 1) failure to submit the proposal by the stated deadline; 2) divulging the information in said sealed proposal to any person, other than those having a financial interest with the Respondent in said proposal, until after proposals have been opened; 3) submission of a proposal which is incomplete, unbalanced, obscure, incorrect, or which has conditional clauses, additions, or irregularities of any kind not in the original proposal form, or which is not in compliance with the published Invitation to Submit Proposals, or which is made is collusion with another Respondent. PartnerTulsa shall have the right to waive, in its sole discretion any defects or irregularities in any proposal received.

L. Respondent's Qualification

Respondent's integrity, reputation, experience and financial responsibility shall be important factors in awarding any contract under this RFP. PartnerTulsa reserves the right to be the sole judge of this determination and to accept or reject any or all proposals. PartnerTulsa will be the sole judge as to the best qualified, responsible Respondent to serve the best interests of the City of Tulsa, and may waive any informalities or technical errors that, in its judgement, will best serve these interests.





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3. Proposal Selection Criteria and Evaluation

Proposals will be evaluated and Agreement(s) awarded to the Respondent(s) whose proposal(s) best meet the standards, expectations, and innovation desired as determined by the City of Tulsa. Consideration will be given to the following elements:

Remediation Approach & Planning

- Property has been adequately characterized to develop a shovel-ready clean-up.
- Clean-up approach provided with the proposal is consistent with the proposed end use of the property and is protective of human health and the environment. Proposals including agency approved clean-up plans will be awarded greater points.
- Adequate provisions have been defined to protect neighboring residents from exposure to contaminants during the remediation activities.

Project Feasibility of Success

- There is an anticipated end-use for the property consistent with the cleanup plan.
- Applicant qualifies for the loan requested (as applicable) based upon initial underwriting.
- The proposed budget is adequate for the proposed clean-up plan. Projects demonstrating this by inclusion of an estimate will be awarded higher points.
- The proposed project schedule is reasonable. Projects demonstrating this by inclusion of an estimated contract length for services will be awarded higher points.

Documented Economic, Health, and/or Environmental Needs in the Community, Especially in the Neighborhood of the Project

- The project site is in an enterprise zone.
- The project site is in an area designated as disadvantaged as indicated by the U.S. Climate & Economic Justice Screening Tool.
- The applicant has shown that cleanup and redevelopment of the property can have a positive catalytic effect on the neighborhood of the project.
- The project will generate jobs through cleanup, construction, and operation.

Community Engagement

- The applicant has demonstrated community support for the site's cleanup.
- The project and/or redevelopment is consistent with any overall community plans including the Comprehensive Plan and any Small Area, Sector, or other plans.
- The applicant has a plan to keep the community informed and engaged in the project, especially traditionally disenfranchised populations.

Evaluation of proposals may result in short-listing multiple Respondents in which case the Respondents will be invited to interview before a selection committee and deliver a brief presentation to further narrow the number of proposals and determine the most qualified proposal. Although it is the intent to choose only the most qualified Respondent, PartnerTulsa reserves the right to choose any number of qualified proposals for final selection.

Page **C**



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4. Awarding of Agreement

PartnerTulsa and City of Tulsa reserve the right to withhold the awarding of the Agreement for at least sixty (60) days from the date for submission of the proposals. Additional information may be requested from the Respondent before a final award decision is made to support loan underwriting, as applicable. If conditions of the Applicant change that affect project underwriting, a decision of award may be withdrawn at any time.

The awarding of the Agreement shall give the successful Respondent no right of action or claim against PartnerTulsa or City of Tulsa upon such award of Agreement until it shall have been reduced to writing and duly signed and executed by the contracting parties. The award of the Agreement will not be considered to be complete until the Agreement is duly signed and executed as approved by the City of Tulsa and their legal counsel.

Upon approval of award by City of Tulsa, the parties to the Agreement will make a good faith effort to promptly finalize negotiations of the standard form Loan Agreement (Exhibit D). Upon finalization of the Agreement, the successful Respondent shall execute and deliver the Agreement to City of Tulsa within 20 (twenty) days after receipt.

Respondent should thoroughly review the attached standard Loan Agreement to ensure Respondent will be able to comply with standard terms and conditions. City of Tulsa reserves the right to incorporate additional terms and/or conditions based on the specifications of the proposal.

5. Respondent's Checklist

The Following items shall be completed in full and returned to PartnerTulsa on or before the proposal due date as stated within:

- 1. Cover
 - RFP Project title and date of submission;
 - Name(s) of the person(s) authorized to represent the Respondent in any discussions and negotiations;
- 2. Technical Submission Form (Exhibit A): Complete the form and submit with the RFP.
- 3. <u>Proposal Application Form (Exhibit B)</u>: Complete the form and submit with the RFP along with additional documentation as requested on the form.
- 4. <u>Cleanup Design or Plan and Redevelopment Design</u>: If applicable, conceptual renderings including possible design, materials, and estimated time frame for implementation.
- 5. <u>Non-Collusion Affidavit (Exhibit C):</u> Complete the form and submit with the Proposal.

Please submit RFP documents in the order of the above checklist to assist in the efficiency of the evaluation.



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EXHIBIT A

TECHNICAL SUBMISSION FORM

The undersigned, herein referred to as the Respondent, having familiarized itself with the Request for Proposals for the Application of Funds to the Brownfields Revolving Loan Fund.

PartnerTulsa reserves the right to reject any or all proposals and the right to waive any minor irregularity or technical deficiencies in any proposal.

By signing below, the Respondent hereby certifies that to the best of the Respondent's knowledge and belief:

- 1. The Respondent has received and considered complete copies of Addenda numbered _____ through _____.
- 2. The Respondent has reviewed and considered all materials and items supplied by PartnerTulsa.
- 3. All statements, representations, covenants and/or certifications set forth in the Respondent's Proposal are complete and accurate as of the date hereof.
- 4. The person signing below is legally authorized to do so.

Respectfully submitted,

ENTITY NAME

В	Y			
~		•		

TITLE:		

DATE: _____



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EXHIBIT B

BROWNFIELDS REVOLVING LOAN APPLICATION FORM

CITY OF TULSA CITY OF TULSA ROWNFIELDS PROGRAM: REVOLVING LOAN FUND APPLICATION

TO APPLY FOR A TULSA BROWNFIELD RLF LOAN OR SUBGRANT, SUBMIT THE FOLLOWING FOR REVIEW:

\checkmark	In this Package:	Date Provided
	Section A: Contact and Property Information (All Applicants)	
	Section B: Business Information (All Applicants)	
	Section C: Project Development Plan (All Applicants)	
	Section D: Financial Statements (Loan Applicants)	
	Section E: BRLF Loan Application (Loan Applicants)	
	Section F: Job Development Statement (All Applicants)	
	Section G: General Release (All Applicants)	
	Additional Attachments Depending on Application	
	Personal Tax Returns (last three years)	
	Verification (quote) for Workers Compensation & Business Liability Insurance	
	Current Credit Report on all owners of 20% or more (if available)	
	Purchase Agreements, Lease Agreements, and Letters of Intent (as applicable)	
	Real Property and Equipment Appraisal Report	
	Business Tax Returns (last three years)	
	Business Financial Statements (last three years)	
	Current Business Financial Statements	
	-Income Statements (not older than 90 days)	
	-Balance Sheet (not older than 90 days)	
	-Accounts Receivable Aging	
	-Accounts Payable Aging	
	Business Type (Documents needed depend on type of business)	
	-Sole Proprietorship – Filing of Fictitious Name	
	-Partnership – Partnership Agreement, Partnership Resolution	
	-Corporation (including non-profit corporations) - Copy of Articles of Incorporation, Corporate Resolution & Bylaws	
	-Limited Liability Company – Articles of Organization, Certificate of Limited Liability Company, Operating Agreement	
	Environmental Documentation: Phase I, Phase II, etc	
	Cleanup Plans (or Milestone Schedule if no Cleanup Plan available)	
	Redevelopment Site Plans and Perspective Drawings (as available)	
	Plan Conformance Documentation	
	Enterprise Zone and Disadvantaged Location Documentation	
	Other Information Relevant to Business Plan	

*If any information requested is not available, please attach a written explanation (if applicable).

SECTION A: CONTACT AND PROPERTY INFORMATION

1. Owner Information

Property Owner		
Mailing Address		
Telephone	Website	
Cell Phone	Email	

2. Developer Information (if different from owner)

Developer		
Mailing Address		
Telephone	Website	
Cell Phone	Email	
Relationship to Owner		

3. Primary Contact Information

Property Owner	
Mailing Address	
Telephone	Website
Cell Phone	Email

SECTION B: BUSINESS INFORMATION

1. Business/Development Information

Name of Business/Development	
The company is organized as a	Under the laws of the State of:
Federal ID Number	
Describe the management structure attachments)	e and key responsibilities of owners and key employees. (Include resumes as
What financial records are kept and	who is responsible for keeping them?

2. Property Information

Property Address	
Full legal description of property	
Tulsa County Assessor parcel number(s). Parcel numbers can be found at: <u>http://www.assessor.tulsacounty.org/assessor-property.php</u>	
Zoning- Current and Proposed	

SECTION C: PROJECT DEVELOPMENT PLAN

1.	What is the goal of the cleanup and redevelopment?
2.	Describe and provide documentation confirming that the project has been adequately characterized to develop a shovel-ready clean-up. How is the clean-up approach consistent with the proposed end use of the property? Attach previous investigations as available.
3.	How will neighboring residents be protected from exposure to contaminants during the remediation activities?
4.	Does this project have an agency approved Cleanup Plan or Design? Please attach to this application. If no Cleanup Plan is available, provide a schedule of project milestones for cleanup and projected redevelopment.
5.	Is the project located in an <u>Enterprise Zone</u> ? Is the project located in a <u>Disadvantaged Area</u> ? Provide map documentation as an attachment.
6.	Describe how the project and/or redevelopment is consistent with the Comprehensive Plan and any Small Area, Sector, or other plans? Please include excerpt attachments as needed to demonstrate conformance.
7.	How will cleanup and redevelopment of the property can have a positive catalytic effect on the neighborhood of the project?

8. Residential Component (as applicable):
Will the residential units be for sale or lease?
Number, types and square footages of residential units
Rent or sales price per square foot
Cost per unit residential
Evidence of market support for residential component
9. Retail or Office Component (if applicable):
Number and square footages of units
Types of retail or office uses included in development
Evidence of market support for individual retail or office components

Square footage/acre	age of greenspace component
Types of recreation (passive and active) included in project component
Evidence of commun greenspace compone	ity need or documentation of other technical function (e.g. dry stormwater detention) for ent
of the Brownfield	project (1) redevelopment estimate, (2) the cleanup estimate, and (3) the amount and purpos Revolving Funds requested. Include engineer or contractor estimates as available. Explain wh he BRLF is necessary.
12. Describe in deta this project.	il all public assistance sought from other City of Tulsa funds, county, state, or federal sources f

13. Document any previous requests for COT public funds by the owner or developer, the amount requests and if
they were granted how they were utilized.
14. How does this project address the economic, health, and/or environmental needs in the community, especially in the neighborhood of the project (include attachments as needed)
In the neighborhood of the project (include attachments as needed)
15. How has and will the project engage the community's support?
16. How does the applicant plan to keep the community informed and engaged in the project, especially
traditionally disenfranchised populations?

SECTION D: FINANCIAL STATEMENTS (For BRLF Loan Requests Only)

Complete this form for: (1) each or (3) each stockholder owning 2 entity providing a guaranty on th	0% or more of vot					
Name:			Bi	usiness Phone:		
Resident Address:				esidence Phone:		
Business Name of Applicant/Borr	ower:					
ASSET				LIABILITI	ES	
	(Omit Cer	nts)				
Cash on Hand & in Banks	\$		Accounts Payable	s Payable		(Omit Cents) \$
Savings Account	\$		Notes Payable to Bar	nks & Others (Describe i	in Section 2)	\$
IRA or Other Retirement Account	\$		Installment Account Monthly Payments	. ,		\$
Accounts & Notes Receivable	\$		Installment Account Monthly Payments	(Other)		\$
Life Insurance—Cash Surrender Value Only (Complete Section 8)	\$		Loans on Life Insuran			\$
Stocks & Bonds (Describe in Section 3)) \$		Mortgages on Real Es	state (Describe in Sectio	on 4)	\$
Real Estate (Describe in Section 4)			Unpaid Taxes (Descr	ibe in Section 6)		\$
Automobile—Present Value	\$		Other Liabilities			\$ \$
Other Personal Property (Describe in Section 5)	\$		Other Liabilities (Describe in Section 7)			\$ \$
Other Assets (Describe in Section 5)	\$		TOTAL LIABILITES			\$
			NET WORTH			\$
TOTAL	\$		TOTAL			\$
SECTION 1. SOURCE OF IN	COME	IE CONTINGENT LIABILITIES				
Salary	\$		As Endorser or Co-Maker			\$
Net Investment Income	\$		Legal Claims & Judgments			\$
Real Estate Income	\$		Provision for Federal		\$	
*Other Income \$			Other Special Debt \$			
*Alimony or child support payments need		er Income"ι	unless it is desired to have	e such payments counted	toward total in	come.
Description of Other Income in Sectio						
SECTION 2. NOTES PAYAB statement)	LE TO BANK AN	ID OTHEI	RS (Use attachments if r	necessary. Each attachmer	nt must be iden	tified as part of this
Name & Address of Noteholder(s)	Original Balance	Currei Balanc		Frequency (Monthly, etc)		cured or Endorsed e of Collateral
	\$	\$	\$.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
	\$	\$	\$			
	\$	\$	\$			

PERSONAL FINANCIAL STATEMENT (For BRLF Loan Requests Only)

lo. of hares	Names of Securities	Cost		Market Value Quotation/Exchange		Date of Quotation/Exchange	Total Value
		\$		\$	- V	\$	\$
		\$		\$		\$	\$
		\$		\$		\$	\$
		\$		\$		\$	\$
	ON 4. REAL ESTATE O	WNED (List each parcel separ	ately. Use attachments	ifnecessa	ary.Each attachment must	be identified as part of
is statem	ent and signed.)		PROPERTY	Δ	PRO	PERTY B	PROPERTY C
Type of	Property		T NOT ENTI	^	FRO		PROPERTI C
	Address of Title Holder						
Date Pu	rchased						
Driginal	Cost						
Present	Market Value						
Name &	Address of Mortgage Holder						
Mortga	ge Account Number						
with tgag							
	ge Balance						
Mortgag							
Mortgag Amount State of	e Balance of Payment per Month/Year Mortgage	AL PROI	PERTY AND O	THER ASSETS	Describe, a	and if any is pledged as secu	rity, state name and
Mortgag Amount State of SECT Idress of	e Balance of Payment per Month/Year	ofpayment.	If delinquent, describ	e delinquency.)			
Mortgag Amount State of SECTI ddress or	e Balance of Payment per Month/Year Mortgage ON 5. OTHER PERSON flien holder, amount of lien, terms o	ofpayment. Describe in de	If delinquent, describ	e delinquency.)			
Mortgag Amount State of SECT Idress or ECTIC	ge Balance of Payment per Month/Year Mortgage ON 5. OTHER PERSON flien holder, amount of lien, terms of ON 6. UNPAID TAXES (I	ofpayment. Describe in de S (Describe	If delinquent, describ etail, as to type, to wi e in detail.)	e delinquency.)	amount		
Mortgag Amount State of SECT dress or ECTIC	ge Balance of Payment per Month/Year Mortgage ON 5. OTHER PERSON flien holder, amount of lien, terms of ON 6. UNPAID TAXES (I	Describe in describe S (Describe	If delinquent, describ etail, as to type, to wi e in detail.)	be delinquency.)	amount		
Mortgag Amount State of SECT dress or ECTIC	e Balance of Payment per Month/Year Mortgage ON 5. OTHER PERSON flien holder, amount of lien, terms of ON 6. UNPAID TAXES (I	Describe in describe S (Describe	e in detail.)	be delinquency.) hom payable, when due	amount	and to what property, if an Cash Surrender Value	y a tax lien attaches.)
Mortgag Amount State of SECTI dress or	e Balance of Payment per Month/Year Mortgage ON 5. OTHER PERSON flien holder, amount of lien, terms of ON 6. UNPAID TAXES (I	Describe in describe S (Describe	e in detail.)	be delinquency.) hom payable, when due NSURANCE HEL Face Value	amount	and to what property, if an Cash Surrender Value	y a tax lien attaches.)
Mortgag Amount State of SECT ddress or	e Balance of Payment per Month/Year Mortgage ON 5. OTHER PERSON flien holder, amount of lien, terms of ON 6. UNPAID TAXES (I	Describe in describe S (Describe	e in detail.)	be delinquency.) hom payable, when due NSURANCE HEL Face Value \$	amount D \$	and to what property, if an Cash Surrender Value	y a tax lien attaches.)

I authorize The City of Tulsa to make inquiries as necessary to verify the accuracy of the statements made and to determine my creditworthiness. I certify that above and statements contained in the attachments are true and accurate as of the stated date(s). These statements are made for the purpose of either obtaining a loan or guaranteeing a loan. I understand FALSE statements may result in forfeiture of benefits and possible prosecution.

Signature

Social Security No.

Date

Date

SECTION E: BRLF LOAN APPLICATION (For BRLF Loan Requests Only)

🗋 RENEWAL

CHANGE

1. INFORMATION	I ABOUT YOUR BUSI	NESS			DUNS #		
Legal Business Name/Bo	rrowing Entity	Street Address	City		State	Zip	
-			-				
Mailing Address (if differ	ent than above):						
Contact Name		Telephone Number	Fax Num	ber	Tax I.D. No.(EIN) or	Social Security No.	
						,	
NATURE OF YOUR BUSINI			TYPE OF I		S Corporation	LLC	
	Agriculture Other		Individ		Corporation*	Proprietorship*	
	Wholesale Manufact	0		d Partnership*		rship Other	
	LUTION, PARTNERSHIP AG	REEMENT OR ENTITY ID	ENTITY MA	AY BE REQUIR	ED.		
2. PRINCIPAL OW	/NERS						
Name	Social Security No.	Address & Zip Code		% of	Title	Phone No.	
				Ownership			
3. BUSINESS REF	FRENCES						
Please list major custom				tact Phone No.	% of Sales		
Please list major custon	iers. Name	Address		Name of Con	Itact Phone No.	% of sales	
Please list major trade s	uppliers: Name	Address	Name of Con		tact Phone No.	% of Purchases	
4. OTHER INFORMATION							
					Voc	No	
 Is business involved in any claim or lawsuit? Are there any taxes not currently paid or in dispute? 					Yes Yes	No No	
3. Is the business lia	able for any amounts via lease	es, guarantees. commitme	ents or othe	r contingencv	Yes	No	
agreements?		, 6441411000,001111111		Sector	165		
4. Has the business ever been declared bankrupt or had a judgment against it?					Yes	No	
5. Has applicant or a	any owner declared bankrup	tcy in the last 10 years?			Yes	No	
6. Is any collateral c	offered pledged to other crea	ditors?			Yes	No	
	IRS or state tax audit in the l				Yes	No	
IF YES TO ANY O	UESTION. PLEASE AT	IF YES TO ANY OUESTION. PLEASE ATTACH DOCUMENTATION.					

5. LOAN REQUEST INFORMATION									
Loan Amount Requested: \$			Months	to repay or p	payments req	uested			
6. SOURCES FOR REPAY	MENT:								
WHAT WILL BE YOUR PRIMARY SOU	RCE OF REPAYME	NT?							
SECONDARY SOURCE OF REPAYMENT	?								
NOTE: If personal income is listed as unless you wish to rely on such inc				mefromalim	ony, child sup	port, or	separate mai	ntenance pa	yments
7. PROPOSED COLLATER	AL: Please de	scribe and sup	ply current mark	ket value (ind	luding any as	sets to b	be acquired v	vith proceed	s)
Equipment	Market			Accounts F			Market Val		
Inventory	Market	/alue		Real Estate	2		Market Val	ue	
Other	Market	/alue		Other			Market Val	ue	
8. EXISTING INDEBTEDNE	SS: Furnish the	following infor	mation on loans a	nd obligation	s which are c	urrently	outstanding,	especially as	related to the
proposed collateral.									
Payable to	Original Amount	Original Date	Current Balance	Interest Rate	Maturity Date	Montl	nly Payment	Collateral	Current or Past Due
	\$		\$			\$			
	\$		\$			\$			
	\$		\$			\$			
PLEASE INCLUDE THE FOLLOWING INFORMATION (if applicable): Current interim financial statements Appraisal of collateral, inventory, property, etc. The last three years' financial statements Copy of existing lease or purchase agreement The last three years' tax returns Copy of existing lease or purchase agreement Approximation of the property and th					ment				
9. CERTIFICATION AND S	IGNATURE	5							
The undersigned certifies that herewith, including federal inc to make such inquiries and gat the City on this application or credit bureau reporting agenc information. The undersigned	ome tax retur her such infor on any such re ies. The under	ns, are true, mation as it equired docu signed furthe	correct and co deems necess ment, includir er agrees to n	omplete. T sary and rea ng inquiries otify the Ci	he undersig asonable co to the Inter ty promptly	gned au ncerni rnal Re of any	uthorizes Th ng any infor venue Serv material ch	e City of Tu rmation pro rice and any nange in any	ulsa (City) ovided to v local

By (Authorized Signature)

Title

Date

By (Authorized Signature)

_____D:

SECTION F: JOB DEVELOPMENT STATEMENT

Participants will be required to track all "jobs created" (this is a new position created and filled, or an existing unfilled position that is filled as a result of funding) and "jobs retained" (this is an existing position that would not have continued to be filled were it not for funding) within the business and location. These are projections and will need to be tracked if this project is selected.

1. Location Description: (Please list the location address and owners of the company.)

2.	Cleanup Jobs Created	:			
	Job Title	Brief Description of Duties & Tasks	Est. Hours worked/week	Est. Hourly Wage	Est. Mo/Yr Job Creation

3. Redevelopment/Renovation Jobs Created:

Job Title	Brief Description of Duties & Tasks	Est. Hours worked/week	Est. Hourly Wage	Est. Mo/Yr Job Creation

4. **Permanent Jobs Created at Location**: (Please describe all of the new employment positions to be created as a result of this loan.)

Job Title	Brief Description of Duties & Tasks	Est. Hours	Est. Hourly	Est. Mo/Yr
300 1106	biler Description of Duties & Tasks			
		worked/week	Wage	Job Creation

5. **Permanent jobs retained at location**: (Please describe all of the new employment positions to be

retained as a result of	of this loan.)	· · · ·		
Job Title	Brief Description of Duties & Tasks	Est. Hours worked/week	Est. Hourly Wage	Est. Mo/Yr Job Creation

I hereby certify that the information provided is accurate to the best of my knowledge:

Client Signature

Date

Client Signature

Date

SECTION G: GENERAL RELEASE

l/We

hereby authorize The City of Tulsa (City) or its designated agents to share, obtain and receive all records and information pertaining to eligibility for the Tulsa Brownfields Revolving Loan Fund, including employment, income, (including IRS returns) credit history, residency, and banking information. This authorization hereby gives the City the right to request all information that we can or could obtain from any persons, company, or firms on any matter referred to above. This also authorizes the City to share both business and financial information to prospective financial institutions that could potentially participate in the loan process. I/We agree to have no claims for defamation, violation of privacy, or otherwise against any person or firm or corporation by reason of any statement or information released by them to the City for the purpose of this program.

Signature	Social Security Number	Date
Signature	Social Security Number	Date
In witness thereof, these parties hereto ha	ave caused this agreement to be duly	executed as of this
day of	_20	

Witness



- e info@partnertulsa.org
- p 918.596.1883
- w PartnerTulsa.org

EXHIBIT C

NON-COLLUSION AFFIDAVIT

______, of lawful age, being first duly sworn, on oath says that s(he) is the agent authorized by the Respondent to submit the attached Proposal. Affiantfurther states that the Respondenthas not been a party to any collusion or communication among Respondents in restraint of freedom of competition by agreement to propose at a fixed price, or upon fixed terms and conditions, or to refrain from submitting a proposal. Affiant further states that the Respondent has not been a party to any collusion or communication with any official or employee of the Tulsa Authority for Economic Opportunity (TAEO) nor the or the City of Tulsa, so as to fix the price or any other terms or provisions of the said proposal. Affiant further states that the Respondent has not paid, given, or donated or agreed to pay, give or donate to any officer, Trustee, employee of the TAEO, or the City of Tulsa, any money or other thing of value, either directly or indirectly, for special consideration in the letting of this Agreement.

-	Signature
-	Title
Subscribed and sworn to before me th	is day of, 2023.
-	Notary Public
My Commission expires:	