

AGENDA  
REGULAR AND ANNUAL MEETING OF  
OKLAHOMA CITY URBAN RENEWAL AUTHORITY  
WEDNESDAY, JULY 20, 2016  
CONFERENCE ROOM  
431 WEST MAIN, SUITE B  
10:30 A.M.

1. Call to Order
2. Statement of Compliance with the Oklahoma Open Meeting Law
3. Roll Call
4. Reading and Approval of Minutes of a Regular Meeting held on Wednesday, June 15, 2016
5. Election of Officers

**JFK PROJECT AREA**

6. Resolution No. \_\_\_\_\_ Approving a Redevelopment Agreement with Robert Teal and Chaunessy Trahan, Husband and Wife, for a Residential Development in Block 15, Oak Park Amended Addition, John F. Kennedy (Okla. R-35) Urban Renewal Plan

**CORE TO SHORE**

7. Resolution No. \_\_\_\_\_ Approving Fifth Amendment to the Professional Services Agreement for Project Management and Acquisition and Relocation Services with Pinnacle Consulting Management Group, Inc., Core to Shore Urban Renewal Plan

**GENERAL**

8. Resolution No. \_\_\_\_\_ Authorizing the Use of Advancements from the Oklahoma City Redevelopment Corporation for Payment of Certain Costs Incurred by the Oklahoma City Urban Renewal Authority in Connection with Proposed and Approved Projects, and Approving and Ratifying Actions through June 30, 2016
9. Resolution No. \_\_\_\_\_ Authorizing the Use of Advancements from the Oklahoma City Redevelopment Authority for Payment of Certain Costs Incurred by the Oklahoma City Urban Renewal Authority in Connection with Proposed and Approved Projects, and Approving and Ratifying Actions through June 30, 2016
10. Resolution No. \_\_\_\_\_ Authorizing a Community Development Block Grant Operating Agreement with the City of Oklahoma City for Fiscal Year 2016–2017 and Execution of the Agreement by the Executive Director

OCURA AGENDA

July 20, 2016

Page 2

11. Presentation of Interim Financial Report for the Period Ending June 30, 2016
12. Staff Report
13. Citizens to be heard
14. Adjournment

POSTED at the offices of the City Clerk, Oklahoma City Urban Renewal Authority and at 431 West Main, Suite B by 10:30 a.m. on Tuesday, July 19, 2016 by Pam Lunnon, Executive Assistant

MINUTES OF REGULAR MEETING  
OF THE  
OKLAHOMA CITY URBAN RENEWAL AUTHORITY

A Regular Meeting of the Board of Commissioners of the Oklahoma City Urban Renewal Authority (“Authority”) was held on Wednesday, June 15, 2016 at 10:30 a.m. in the conference room located at 431 West Main; Suite B; Oklahoma City, Oklahoma 73102.

The Vice-Chairman called the meeting to order and stated that the meeting was being held in compliance with the Oklahoma Open Meeting Law. Upon roll call the following members were present:

Mr. James R. Tolbert  
Mr. Mark Beffort  
Ms. Mary Mélon  
Mr. Russell M. Perry

Commissioners Absent:

Mr. J. Larry Nichols

Staff Members Present:

Catherine O’Connor, Executive Director  
Dan Batchelor, OCURA General Counsel, CEDL  
Leslie Batchelor, OCURA Associate General Counsel  
Emily Pomeroy, The Center for Economic Development of Oklahoma City  
Geri Kenfield, The Alliance for Economic Development of Oklahoma City  
Cassi Poor, The Alliance for Economic Development of Oklahoma City  
Nicolle Goodman, The Alliance for Economic Development of Oklahoma City  
Michael Owens, The Alliance for Economic Development of Oklahoma City  
Pam Lunnon, The Alliance for Economic Development of Oklahoma City  
Cynthia McCollum, The Alliance for Economic Development of Oklahoma City

Others Present:

Michelle Dohrwardt, Dodson Custom Homes  
Aaron Dodson, Dodson Custom Homes

The Vice-Chairman requested a motion to approve the circulated minutes of the Special Board Meeting of the Oklahoma City Urban Renewal Authority held on Friday, April 22, 2016 at 11:00 a.m.

Commissioner Beffort moved the adoption of the minutes, and upon second by Commissioner Perry, the vote was as follows:

Mr. J. Larry Nichols                      Absent

**OCURA Board of Commissioners, Wednesday, June 15, 2016**

Ms. Mary Mélon	Aye
Mr. Russell M. Perry	Aye
Mr. James R. Tolbert, III	Aye
Mr. Mark Beffort	Aye

Minutes Adopted

*The Vice-Chairman introduced the following resolutions:*

## **JFK PROJECT AREA**

*Resolution No. 5755 entitled:*

*“Approving a Redevelopment Agreement with Ron Walters Homes, LLC, for Two Single-Family Residences on Property Generally Located at 1740 Northeast Euclid Street and 1304 North Nebraska Avenue, John F. Kennedy Urban Renewal Plan (Okla. R-35)”*

Commissioner Beffort moved the adoption of the resolution, and upon second by Commissioner Mélon, the vote was as follows:

Mr. J. Larry Nichols	Absent
Ms. Mary Mélon	Aye
Mr. Russell M. Perry	Aye
Mr. James R. Tolbert, III	Aye
Mr. Mark Beffort	Aye

Resolution Adopted

## **CORE TO SHORE**

*Resolution No. 5756 entitled:*

*“Approving Renewal of the Maps 3 Implementation and Coordination Agreement for the Core to Shore Urban Renewal Area and Approving Amendment No. 6 to the Maps 3 Implementation and Coordination Agreement in the Core to Shore Area”*

Commissioner Perry moved the adoption of the resolution, and upon second by Commissioner Mélon, the vote was as follows:

Mr. J. Larry Nichols	Absent
Ms. Mary Mélon	Aye
Mr. Russell M. Perry	Aye
Mr. James R. Tolbert, III	Aye
Mr. Mark Beffort	Aye

Resolution Adopted

**OCURA Board of Commissioners, Wednesday, June 15, 2016**

## **GENERAL**

### ***Resolution No. 5757 entitled:***

***“Accepting the Proposal by BKD, LLP to Provide an Audit of Accounts for the Fiscal Year Ending June 30, 2016”***

Commissioner Beffort moved the adoption of the resolution, and upon second by Commissioner Perry, the vote was as follows:

Mr. J. Larry Nichols	Absent
Ms. Mary Mélon	Aye
Mr. Russell M. Perry	Aye
Mr. James R. Tolbert, III	Aye
Mr. Mark Beffort	Aye

Resolution Adopted

### ***Resolution No. 5758 entitled:***

***“Approving a Budget for the Period of July 1, 2016, through June 30, 2016”***

Commissioner Perry moved the adoption of the resolution, and upon second by Commissioner Beffort, the vote was as follows:

Mr. J. Larry Nichols	Absent
Ms. Mary Mélon	Aye
Mr. Russell M. Perry	Aye
Mr. James R. Tolbert, III	Aye
Mr. Mark Beffort	Aye

Resolution Adopted

### ***Resolution No. 5759 entitled:***

***“Approving an Amendment to the Agreement for General Counsel Services Between the Oklahoma City Urban Renewal Authority and the Center for Economic Development Law”***

Commissioner Beffort moved the adoption of the resolution, and upon second by Commissioner Mélon, the vote was as follows:

Mr. J. Larry Nichols	Absent
----------------------	--------

**OCURA Board of Commissioners, Wednesday, June 15, 2016**

Ms. Mary Mélon	Aye
Mr. Russell M. Perry	Aye
Mr. James R. Tolbert, III	Aye
Mr. Mark Beffort	Aye

Resolution Adopted

***Resolution No. 5760 entitled:***

***“Approving Community Development Block Grant Services Agreement Between the Oklahoma City Urban Renewal Authority and the Center for Economic Development Law, PLLC, Fiscal Year 2016–2017 for the Provision of General Counsel Services Needed in Connection with The CDBG Program in Accordance with The CDBG Operating Agreement Between the Oklahoma City Urban Renewal Authority and The City of Oklahoma City”***

Commissioner Mélon moved the adoption of the resolution, and upon second by Commissioner Beffort, the vote was as follows:

Mr. J. Larry Nichols	Absent
Ms. Mary Mélon	Aye
Mr. Russell M. Perry	Aye
Mr. James R. Tolbert, III	Aye
Mr. Mark Beffort	Aye

Resolution Adopted

***Resolution No. 5761 entitled:***

***“Authorizing and Approving the Renewal of Agreement for Professional Services Between the Oklahoma City Urban Renewal Authority and The Alliance for Economic Development of Oklahoma City”***

Commissioner Mélon moved the adoption of the resolution, and upon second by Commissioner Beffort, the vote was as follows:

Mr. J. Larry Nichols	Absent
Ms. Mary Mélon	Aye
Mr. Russell M. Perry	Aye
Mr. James R. Tolbert, III	Aye
Mr. Mark Beffort	Aye

Resolution Adopted

### ***Financial Report***

Ms. Kenfield presented the financial reports through May 31, 2016

### ***Staff Report***

Ms. O'Connor reported all properties have been acquired for the convention center. We have a very good team that works on these acquisitions and everything has gone well. Ms. O'Connor stated this past week we received repayment on the affordable housing loan that was provided to purchase the Dunbar School. It had become apparent that the developer was not going to have the time to meet the requirements of the redevelopment agreement and the mortgage, so repayment was requested of that loan plus legal expenses. OCURA will be working with the City to try to find a way to use that money into affordable housing activities. The Page Woodson project is moving along very quickly and a site tour for the Commissioners will be schedule in the near future. The Kings Crossing project on 23<sup>rd</sup> street is still on-going.

There being no further business to come before the Board, the meeting was adjourned at 10:48 a.m.

---

Secretary

**OKLAHOMA CITY**

URBAN

RENEWAL

AUTHORITY

---

To: Board of Commissioners  
From: Catherine O'Connor, Executive Director  
Date: July 20, 2016  
Ref: Election of Officers

**Background:** Officers of the Oklahoma City Urban Renewal Authority ("OCURA") are elected each year in July. The current OCURA officers are:

Chairman: J. Larry Nichols  
Vice Chairman: James R. Tolbert, III  
Secretary: Mary Mélon  
Assistant Secretary: Russell Perry  
Assistant Secretary: James R. Tolbert, III  
Assistant Secretary: Mark Beffort  
Treasurer: Mark Beffort

**Recommendation:** It is recommended to retain the current officers for the coming year.



**OKLAHOMA CITY**

URBAN

RENEWAL

AUTHORITY

---

To: Board of Commissioners  
From: Catherine O'Connor, Executive Director  
Date: July 20, 2016  
Ref: Resolution approving a Redevelopment Agreement with Robert Teal and Chaunessy Trahan, Husband and Wife, for a Residential Development in Block 15, Oak Park Amended Addition, John F. Kennedy (OKLA. R-35) Urban Renewal Plan

**Background:** In June 2015, the Authority issued a Request for Proposals from prospective homeowners for development of single family residential homes on scattered lots in the JFK Urban Renewal Area. Robert Teal and Chaunessy Trahan ("Redevelopers") propose to build a single-family residential home on Authority property near the intersection of N.E. 8<sup>th</sup> and Kate Avenue located in the John F. Kennedy Urban Renewal Project Area in accordance with design guidelines established by the Authority. The Redevelopers propose to build the home on lots in Oak Park Amended Addition. A redevelopment agreement has been negotiated.

**Purpose of Agenda Item:** The proposed resolution approves the proposed Redevelopment Agreement with the Redeveloper.

**Staff Recommendation:** Approval of Resolution

**Attachments:** Redevelopment Agreement and Map Exhibit.

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION APPROVING A REDEVELOPMENT AGREEMENT WITH ROBERT TEAL AND CHAUNESSY TRAHAN, HUSBAND AND WIFE, FOR A RESIDENTIAL DEVELOPMENT IN BLOCK 15, OAK PARK AMENDED ADDITION, JOHN F. KENNEDY (OKLA. R-35) URBAN RENEWAL PLAN**

---

**WHEREAS**, the Oklahoma City Urban Renewal Authority (“Authority”) is engaged in carrying out the John F. Kennedy Urban Renewal Plan (OKLA. R-35) (“Urban Renewal Plan”) for the redevelopment of an area (“Project Area”) within The City of Oklahoma City; and

**WHEREAS**, the Executive Director and Legal Counsel have negotiated a Contract for Sale of Land and Redevelopment (“Redevelopment Agreement”) with Robert Teal and Chaunessy Trahan, husband and wife, (“Redevelopers”), for development on Lots Twenty-Five (25) and Twenty-Six (26) of Block Fifteen (15), Oak Park Amended Addition (“Property”), and recommend the Redevelopment Agreement for approval; and

**WHEREAS**, the proposed purchase price contained in the proposed Redevelopment Agreement is determined to be not less than the fair value of the Property for uses in accordance with the Urban Renewal Plan, and the restrictions upon, and the covenants, conditions, and objectives assumed by the Redevelopers; and

**WHEREAS**, the Authority’s Board of Commissioners has determined that the proposed redevelopment furthers the objectives of the Authority for the Project Area and is consistent with the development in the area.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the Oklahoma City Urban Renewal Authority as follows:

1. The proposed Redevelopment Agreement with the Redevelopers is hereby approved, and the Executive Director is authorized to execute the Redevelopment Agreement and to take such actions and execute such documents as may be necessary to undertake the redevelopment in accordance with the approved Redevelopment Agreement, including making such modifications and corrections as are advised by Legal Counsel and are necessary and desirable.
2. The Officers of the Authority, Executive Director, and Legal Counsel are authorized to execute such documents and take such actions as may be necessary or appropriate to implement this authorization and to implement the provisions of the Redevelopment Agreement.
3. The purchase price of \$0.20/square foot is determined to be an amount not less than the fair value of the Property for uses in accordance with the Urban Renewal Plan and the Redevelopment Agreement for the Property.

4. The Executive Director is authorized to review and approve submissions made by the Redevelopers pursuant to the Redevelopment Agreement and to impose requirements with respect thereto, if appropriate.

I, \_\_\_\_\_, Secretary of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, certify that the foregoing Resolution No. \_\_\_\_\_ was duly adopted at a **regular and annual** meeting of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, held at the Arts District Garage Conference Room, 431 West Main Street, Suite B, Oklahoma City, Oklahoma 73102, on the **20<sup>th</sup>** day of **July, 2016**; that said meeting was held in accordance with the By-Laws of the Authority and the Oklahoma Open Meetings Act; that any notice required to be given of such meeting was properly given; that a quorum was present at all times during said meeting; and that the Resolution was duly adopted by a majority of the Commissioners present.

---

SECRETARY

(SEAL)

**CONTRACT FOR SALE OF LAND AND REDEVELOPMENT**

**BETWEEN**

**OKLAHOMA CITY URBAN RENEWAL AUTHORITY**

**AND**

**ROBERT TEAL AND CHAUNESSY TRAHAN, HUSBAND AND  
WIFE.**

**CONTRACT FOR SALE OF LAND AND REDEVELOPMENT  
BETWEEN  
OKLAHOMA CITY URBAN RENEWAL AUTHORITY  
AND  
ROBERT TEAL AND CHAUNESSY TRAHAN**

This CONTRACT FOR SALE OF LAND AND REDEVELOPMENT ("Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ ("Effective Date"), by and between the OKLAHOMA CITY URBAN RENEWAL AUTHORITY, a public body corporate established pursuant to Oklahoma Urban Renewal laws, 11 O.S. § 38-101, *et seq.* ("Act"), and having its offices at 105 North Hudson, Suite 101, Oklahoma City, Oklahoma 73102 ("Authority"); and ROBERT TEAL AND CHAUNESSY TRAHAN, husband and wife, (the "Redevelopers"), having a mailing address of 1508 NE 39th Street, Oklahoma City, Oklahoma 73111.

**WITNESSETH:**

**WHEREAS**, in furtherance of the objectives of the Act, the Authority has undertaken a program for the clearance and reconstruction or rehabilitation of slum and blighted areas in the City of Oklahoma City ("City"), and is in the process of implementing the John F. Kennedy Urban Renewal Plan, Project Okla. R-35 ("Urban Renewal Plan"), in an area ("Project Area") located in the City; and

**WHEREAS**, in order to enable the Authority to achieve the objectives of the Urban Renewal Plan and particularly to make the land in the Project Area available for private redevelopment in accordance with the Urban Renewal Plan, both the Federal Government and the City have undertaken to provide and have provided substantial aid and assistance to the Authority; and

**WHEREAS**, the Authority has offered to sell and the Redevelopers is willing to purchase and redevelop certain real property located in the Project Area, as more particularly described in Schedules A-1 annexed hereto and made a part hereof (the "Property").

**NOW, THEREFORE**, in consideration of the premises and mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

**SECTION 1.     SALE OF PROPERTY AND PURCHASE PRICE**

Subject to the terms, covenants and conditions of this Agreement, the Authority will sell the Property to the Redevelopers for and in consideration of all the Redevelopers' obligations under this Agreement. Moreover, the Redevelopers will purchase the Property from the Authority discharging said obligations and paying therefor, the Purchase Price of \$0.20 per square foot. The exact square footage will be based on the survey completed prior to closing on such property. The Purchase Price represents the Property's fair reuse value of \$0.20 per square foot as established by the reuse appraisal currently on file at the offices of Oklahoma City Urban Renewal Authority. The Purchase Price shall be delivered to the Authority in certified funds on the date of closing.

## **SECTION 2.      CONVEYANCE OF PROPERTY**

- 2.1      Form of Deed.** The Authority will convey to the Redevelopers title to the Property or individual portions thereof by Special Warranty Deed (“Deed”) in substantially the form shown on attached Schedule B. This conveyance and title will be subject to the condition precedent recited in Section 3.4 of this Agreement, the covenants and restrictions recited in Section 4 of this Agreement, and the conditions subsequent provided for in the attached deed.
- 2.2      Time and Place for Delivery of Deed.** The Deed will be delivered to the Redevelopers at the time and place of closing and upon payment of the Purchase Price referenced in Section 1.
- 2.3      Apportionment of Property Taxes.** Inasmuch as the Authority is a tax-exempt entity, there shall be no requirement to apportion property taxes at closing. However, the Redevelopers will pay all ad valorem taxes accruing to the Property after it is returned to the tax rolls as a result of the contemplated sale.
- 2.4      Recordation of Deed.** Upon delivery of the executed Deed, the Redevelopers will promptly file that Deed for recording among the land records of Oklahoma County, Oklahoma. The Redevelopers will pay all costs required by law as an incident to recording the Deed.
- 2.5      Title Evidence.** On or before closing, the Authority shall make available to the Redevelopers, or the Redevelopers’ attorney, a title insurance commitment to be issued by a title insurance company under contract with the Authority. If there are any material defects affecting the title, as evidenced by the exceptions to the issued title commitment, the Redevelopers or the Authority shall have the option of rescinding this Agreement. Alternatively, the Redevelopers may accept such title as the Authority is able to convey by Special Warranty Deed, subject to said exceptions. Should the Redevelopers elect to purchase title insurance, the Redevelopers shall be responsible for payment of the required premium(s).
- 2.6      Closing Costs.** The Authority shall pay one-half of any fees charged by the closing agent and one-half of any costs to obtain a title commitment and a survey. The Redevelopers shall pay one-half of any fees charged by the closing agent, one-half of the costs to obtain a title commitment and a survey, the full cost of a title insurance policy, and all other closing costs.

## **SECTION 3.      OBLIGATIONS OF THE REDEVELOPERS AND THE AUTHORITY**

- 3.1      Execution of the Urban Renewal Plan.** The Redevelopers agree to improve the Property in accordance with the Urban Renewal Plan by constructing a new single-family residence thereon as stipulated below:

- (a) The residence shall meet or exceed the design guidelines adopted by the Authority in the Oklahoma City Urban Renewal Authority (OCURA) Northeast Residential Design Standards, a copy of which has been made available to the Redevelopers.
- (b) The residence shall be situated on the Property, constructed, and landscaped in substantial conformance to all applicable City regulations.

**3.2 Submittal of Redevelopment Plan.** The Redevelopers shall, no later than forty-five (45) days before the date construction is to commence pursuant to Section 3.6 below, submit to the Authority a Redevelopment Plan that illustrates the residence's compliance with Section 3.1 above. Such Redevelopment Plan shall include:

- (a) **Design Documents.** Drawings, site plans, floor plans, elevations, and other documents illustrating the scale of the residence, as well as plans fixing and describing the size and character of the residence as to structural, mechanical, and electrical systems, and other such essentials as may be determined by the Authority;
- (b) **Project Budget.** A budget showing, at a level of detail satisfactory to the Authority, the full cost of the construction of the residence and appurtenant site improvements ("Improvements");
- (c) **Evidence of Financing Capacity.** Evidence satisfactory to the Authority that the Redevelopers have sufficient financing capacity and any commitments necessary to fund the full cost of the construction of the residence and Improvements; and
- (d) **Construction Contract.** A form of construction contract between the Redevelopers and a licensed construction contractor.

**3.3 Review of Redevelopment Plan.** The Authority, in its discretion, may approve the Redevelopment Plan in sufficient detail to permit fast-track construction. The Authority shall issue its approval, rejection, or further requirements within fifteen (15) days after receipt of the Redevelopment Plan.

**3.4 Approval of Redevelopment Plan as Condition Precedent to Conveyance.** The Redevelopers' submittal of a Redevelopment Plan to the Authority and the Authority's approval of that Redevelopment Plan by the Authority are conditions precedent to the Authority's obligation to convey the Property to the Redevelopers under Section 2 above.

**3.5 Changes to Redevelopment Plan.** If the Authority requires the Redevelopers to make any changes upon review of the Redevelopment Plan, or if the Redevelopers desire to make any substantial or material change in the Redevelopment Plan, the Redevelopers shall submit the proposed change to the Authority in writing for its approval. All such changes must still comply with Section 3.1. The Executive Director will evaluate the proposed

change and notify the Redevelopers in writing of the Authority's approval or disapproval within fifteen (15) days or less after the date of the Authority's receipt of notice of such proposed change.

- 3.6 Construction Commencement and Completion.** Construction of the residence and related Improvements shall be commenced and completed on or before the following listed dates:

**Commencement Date:                      October 31, 2016**

**Completion Date:                              May 30, 2017**

- 3.7 Progress Reports.** Subsequent to conveyance of the Property to the Redevelopers, and until construction of the Improvements has been completed, the Redevelopers shall make reports with respect to such construction to the Authority, in such detail and at such times as the Authority may reasonably request.

- 3.8 Certificate of Completion.** Promptly after completion of the residence and related Improvements, the Authority will furnish the Redevelopers with an appropriate instrument certifying satisfactory completion of the same for the Property. Such certifications by the Authority shall be a conclusive determination of satisfaction and termination of the agreements and covenants in this Agreement and in the Deed with respect to construction of the residence and Improvements. The certification provided for in this section shall be delivered to the Redevelopers in a suitable form as will enable it to be recorded in the proper office for the recording of deeds and other instruments pertaining to the Property.

- 3.9 Failure to Provide Certificate of Completion.** If the Authority should decline or fail to provide the certification in accordance with the provisions of Section 3.8, then it shall respond in writing, within thirty (30) days after written request by the Redevelopers, as follows. The response shall stipulate in what respects the Redevelopers have failed to complete the residence or Improvements in accordance with this Agreement, or is otherwise in default, and what measures or acts will be necessary, in the opinion of the Authority, for the Redevelopers to obtain such certification.

#### **SECTION 4.      RESTRICTIONS AFFECTING PROPERTY**

- 4.1 Restrictions on Use.** The Redevelopers agree for themselves, and their successors and assigns, and the Deed shall contain covenants to the effect that:

- (a) The Property is limited to uses specified in the Urban Renewal Plan.
- (b) Neither the owner, the assigns, nor any successor(s) in interest shall discriminate upon the basis of race, color, creed, or national origin in the sale, lease, or rental, use or occupancy of the Property or any improvements erected or to be erected thereon, or any part thereof.



**4.2 Covenants; Binding Upon Successors in Interest; Period of Duration.** It is intended and agreed, and the Deed shall expressly provide, that:

- (a) The covenants provided in Section 4.1(a) and 4.1(b) shall be covenants running with the land and shall be binding, for the benefit of, and enforceable by, the Authority, its successors and assigns, the City and any successor in interest to the Property, and the United States (in the case of the covenant provided in Section 4.1(b)), against the Redevelopers, their successors and assigns, and every successor in interest to the Property
- (b) The agreements and covenants provided in Section 4.1(a) shall remain in effect from the date of the Deed until January 1, 2020.
- (c) The agreements and covenants provided in Section 4.1(b) shall remain in effect without limitation as to time; provided that such agreements and covenants shall be binding on the Redevelopers and each party in succession, possession, or occupancy of the Property or part thereof.

**4.3 Mortgage Financing; Rights of Mortgagees.** The Redevelopers shall not engage in any transaction creating any mortgage or other encumbrance or lien upon the Property or any portion thereof, whether by express agreement or operation of law, except for the purposes of obtaining funds to the extent necessary to construct the residences and Improvements, and the Purchase Price. The Redevelopers shall notify the Authority in advance of any such financing, and shall promptly notify the Authority of any encumbrance or lien that has been created on or attached to any portion of the Property. The parties agree that the rights of the Authority, except for those rights stipulated in the covenants in the Deed, shall be subordinate to the rights of any lender holding a construction loan or first mortgage on the Property. For purposes of this Agreement, the term “Mortgage” includes a deed of trust or other instrument creating an encumbrance or lien upon the Property, or any part thereof, as security for a loan.

**4.4 Prohibition against Assignment and Transfer.** The Redevelopers may not make or create, nor allow to be made or created, any total or partial sale, assignment conveyance, or lease, or any trust or power, or transfer in any other mode or form—including a change in the qualifications and identity of the Redevelopers or their stockholders, partners (general or limited), or membership, if applicable—of the Property, or any part or interest in the Property or this Agreement, without the prior written approval of the Authority. The Redevelopers shall be free to transfer the Property or any part or interest thereof without written consent of the Authority following the issuance by the Authority of a Certificate of Completion as set forth in Section 3.6; provided, a transferee expressly assumes any outstanding obligations of the Redevelopers under this Agreement.

## **SECTION 5.     REMEDIES**

**5.1     In General.** Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement or any of its terms or conditions, the party in default or breach shall proceed immediately to cure or remedy such default or breach upon written notification from the party not in default or breach, and in any event, within thirty (30) days after receipt of such notice. In case such action is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, the aggrieved party may take such action as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, termination of the Agreement or institution of proceedings to compel specific performance by the party in default or breach of its obligations.

**5.2     Revesting of Title in Authority upon Happening of Event Subsequent to Conveyance to Redevelopers.** In the event that subsequent to conveyance of the Property to the Redevelopers and prior to completion of the residence and/or Improvements, as certified by the Authority:

- (a)     The Redevelopers shall default in or violate its obligations with respect to the construction of the residence or Improvements and any such default, violation, abandonment, or suspension shall not be cured, ended, or remedied within three (3) months after written demand by the Authority so to do; or
- (b)     The Redevelopers shall fail to pay real estate taxes or assessments on the Property when due, or shall suffer any levy or attachment to be made, or any material men's or mechanics' lien, or any other unauthorized encumbrance or lien to attach, and such encumbrance or lien is not removed or discharged or provision satisfactory to the Authority made for such payment, removal, or discharge, within ninety (90) days after written demand by the Authority so to do; or
- (c)     There is, in violation of this Agreement, any transfer of the Property, or any change in the ownership or distribution of the stock or partnership interests of the Redevelopers, or with respect to the identity of the parties in control of the Redevelopers or the degree thereof, and such violation shall not be cured within sixty (60) days after written demand by the Authority to the Redevelopers,

then the Authority shall have the right to reenter and take possession of the Property and to terminate (and revest in the Authority) the estate conveyed by the Deed to the Redevelopers; provided, that such condition subsequent and any revesting of title as a result in the Authority:

- (d)     shall always be subject to and limited by, and shall not defeat, render invalid, or limit in any way (i) the lien of any mortgage authorized by this

Agreement, and (ii) any rights or interests provided in this Agreement for the protection of the holders of such mortgages; and

- (e) shall not apply to individual parts or parcels of the Property (or, in the case of parts or parcels leased, the leasehold interest) on which the residence or Improvements to be constructed thereon have been completed in accordance with this Agreement and for which a Certificate of Completion is issued therefor as provided in Section 3.8 hereof.

**5.3 Forced Delay in Performance for Causes Beyond Control of Party.** Neither the Authority nor the Redevelopers, nor any successor in interest, shall be considered in breach of, or default in, its obligations with respect to this Agreement in the event of forced delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not restricted to, acts of God, acts of the public enemy, acts of the Federal Government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight, embargoes, and unusually severe weather or delays of subcontractors due to such causes. In the event of the occurrence of any such forced delay, the time or times for performance of the obligations of the Authority or of the Redevelopers shall be extended for the period of the forced delay as reasonably determined by the Authority; provided, that the party seeking the benefit of this provision shall have first notified the other party in writing within thirty (30) days after the beginning of any such forced delay, and of the cause or causes thereof, and requested an extension for the period of the forced delay.

**5.4 Rights and Remedies Cumulative; No Waiver by Delay.** The rights and remedies of the parties to this Agreement, whether provided by law or by this Agreement, shall be cumulative. Any delay by the Authority in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights shall not operate as a waiver of such rights to so deprive it of or limit such rights in any way, and no waiver made by either party with respect to the performance of any obligation of the other party or any condition to its own obligations under this Agreement shall be considered a waiver of any rights of the party making the waiver except to the extent specifically waived in writing.

## **SECTION 6. MISCELLANEOUS**

**6.1 Notices and Demands.** A notice, demand, or other communication under this Agreement by either party to the other will be sufficiently given and delivered if dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and:

- (a) In the case of the Redevelopers, such communication is addressed (or delivered personally) to the Redevelopers in care of:

Ms. Chaunessy Trahan  
1508 NE 39<sup>th</sup> Street  
Oklahoma City, Oklahoma 73111

- (b) In the case of the Authority, such communication is addressed (or delivered) to the:

Oklahoma City Urban Renewal Authority  
105 North Hudson, Suite 101  
Oklahoma City, Oklahoma 73102; or

- (c) At such other address with respect to either such party as that party may from time to time communicate in writing to the other.

- 6.3 Conflict of Interests.** No member, official, representative, or employee of the Authority shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official, or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership, or association in which he is, directly or indirectly, interested.
- 6.4 Authority Representatives Not Individually Liable.** No member, official, representative or employee of the Authority shall be personally liable to the Redevelopers, or any successor in interest, in the event of any default or breach by the Authority or for any amount which may become due to the Redevelopers or successor on any obligations under the terms of the Agreement.
- 6.5 No Brokerage Agreement.** Each party to this Agreement represents to the other party that the sale of land pursuant to this Agreement has not involved any broker nor is any party liable for the payment of a brokerage commission in connection with the negotiation of this Agreement or the sale of land pursuant to this Agreement. Each party agrees to indemnify and hold harmless each other party from any and all liability, loss, claim or expenses arising out of any breach of their respective representations in this Section.
- 6.6 Applicable Law; Severability; Entire Agreement.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma governing agreements made and fully performed in Oklahoma. If any provisions of this Agreement shall become invalid or unenforceable, then the remainder shall remain valid and enforceable to the fullest extent permitted by law. This Agreement sets forth the entire understanding between the parties with respect to its subject matter, there being no terms, conditions, warranties or representations with respect to its subject matter other than those contained herein. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors and assigns.
- 6.7 Amendments to Agreement.** This Agreement may not be changed orally, but only by an agreement in writing and signed by the parties hereto.
- 6.8 Third Parties.** Except as expressly provided otherwise in this Agreement, the provisions of this Agreement are for the exclusive benefit of the parties hereto and not for the benefit of any other persons, as third-party beneficiaries or otherwise, and this Agreement shall

not be deemed to have conferred any rights express or implied, upon any other person or entity.

- 6.9 No Partnership Created.** This Agreement specifically does not create any partnership or joint venture between the parties hereto, or render any party liable for any of the debts or obligations of any other party.
- 6.10 Time is of the Essence.** The parties understand and agree that time is of the essence with regard to all the terms and provisions of this Agreement.
- 6.11 Provisions Not Merged with Deed.** None of the provisions of this Agreement are intended to or shall be merged by reason of any deed transferring title to the Property from the Authority to the Redevelopers or any successor in interest, and any such deed shall not be deemed to affect or impair the provisions and covenants of this Agreement.
- 6.12 Equal Employment Opportunity.** The Redevelopers, for itself and its successors and assigns, agrees that during the construction of the residence and Improvements provided for in this Agreement:
- (a) The Redevelopers will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Redevelopers will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Redevelopers agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Authority setting forth the provisions of this nondiscrimination clause.
  - (b) The Redevelopers will, in all solicitations or advertisements for employees placed by or on behalf of the Redevelopers, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
  - (c) The Redevelopers will send to each labor union or representative of workers with which the Redevelopers have a collective bargaining agreement or other contract or understanding, a notice, to be provided, advising the labor union or workers' representative of the Redevelopers' commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employee and applicants for employment.

- (d) The Redevelopers will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (e) The Redevelopers will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and of the rules, regulations, and orders of the Secretary of Labor or the Secretary of Housing and Urban Development pursuant thereto, and will permit access to the Redevelopers' books, records, and accounts by the Authority, the Secretary of Housing and Urban Development, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (f) In the event of the Redevelopers' noncompliance with the non-discrimination clauses of this Section, or with any of the said rules, regulations, or orders, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Redevelopers may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with the procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (g) The Redevelopers will include the provisions of Paragraphs (a) through (g) of this Section in every contract or purchase order dealing with the construction of the Improvements, and will require the inclusion of these provisions in every written subcontract entered into by any of its contractors, unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each such contractor, subcontractor, or vendor, as the case may be. The Redevelopers will take such action with respect to any construction contract, subcontract, or purchase order as the Authority or the Department of Housing and Urban Development ("HUD") may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Redevelopers become involved in, or are threatened with, litigation with a subcontractor or vendor as a result of such direction by the Authority or HUD, the Redevelopers may request the United States to enter into such litigation to protect the interests of the United States. For the purpose of including such provisions in any construction contract, subcontract, or purchase order, as required hereby, the first three lines of this Section shall be changed to read, "During the performance of this Contract, the Contractor agrees as follows:" and the term "Redevelopers" shall be changed to "Contractor."

**6.13 Other Federal Requirements.** With respect to any redevelopment and construction obligation imposed on the Redevelopers by this Agreement, the following provisions shall apply:

- (a) The work to be performed under this Agreement is on a project assisted under a program providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u ("Section 3"). Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns that are located in, or owned in substantial part by persons residing in the area of the project.
- (b) The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of HUD set forth in 24 C.F.R. Part 135, and all applicable rules and orders of the HUD issued under that provision prior to the execution of this Agreement. The parties to this Agreement certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.
- (c) The Redevelopers will require each contractor employed by the Redevelopers to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of the contractor's commitments under this Section 3 clause and shall require each such contractor to post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- (d) The Redevelopers will require each contractor employed by the Redevelopers to include this Section 3 clause in every subcontract for work in connection with this Agreement and will, at the direction of the Authority or City, require such contractor to take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of HUD, 24 C.F.R. Part 135. The contractor will not subcontract with any subcontractor where it has actual notice or knowledge that the latter has been found in violation of regulations under 24 C.F.R. Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- (e) Compliance with the provisions of Section 103, the regulations set forth in 24 C.F.R. Part 135, and all applicable rules and orders of HUD issued under that provision prior to execution of this Agreement, shall be a condition of

the federal financial assistance provided to the Project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 C.F.R. Part 135.

- 6.14 Counterparts.** This Agreement is executed in multiple counterparts, each of which will constitute an original of this instrument.

*[SIGNATURE PAGES TO FOLLOW]*







**SCHEDULE A-1**

**LEGAL DESCRIPTION**

All of Lots Twenty-Five (25) and Twenty-Six (26), Block Fifteen (15), Oak Park Amended Addition to Oklahoma City, Oklahoma County, Oklahoma, according to the recorded plat thereof.



**SCHEDULE B**  
**TITLE EXCEPTIONS**

[insert title exceptions from title commitment]

**SCHEDULE C**

**FORM OF DEED**

**RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:**

Robert Teal and Chaunessy Trahan  
1508 NE 39<sup>th</sup> Street  
Oklahoma City, OK 73111

(SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY)

**SPECIAL WARRANTY DEED**

**KNOW ALL MEN BY THESE PRESENTS, THAT:**

**WHEREAS**, an Urban Renewal Plan (which, together with all modifications thereof made after the date of this Deed in accordance with applicable law, is hereinafter referred to as the “*Urban Renewal Plan*” or the “*Redevelopment Plan*”) for a blighted area in Oklahoma City designated the John F. Kennedy Urban Renewal Plan, Project Okla. R-35 (hereinafter referred to as the “*Project*”) has been adopted and approved by the City Council of the City of Oklahoma City, which Urban Renewal Plan, as it exists on the date hereof, is recorded in the office of the City Clerk of Oklahoma City, Oklahoma; and

**WHEREAS**, the Oklahoma City Urban Renewal Authority is owner and holder of record of title to certain real property located in the Project area; and

**WHEREAS**, the Authority and the Redevelopers have heretofore entered into a certain redevelopment agreement, whereby the Redevelopers agreed to undertake the redevelopment of certain real property located in the project area in accordance with the public purposes and provisions of the applicable, state and local laws and requirements under which the Redevelopment Plan has been undertaken; and

**WHEREAS**, pursuant to the Redevelopment Plan and the Oklahoma Urban Redevelopment Law, the Oklahoma City Urban Renewal Authority is authorized to transfer individual portions of land in the Project area pursuant to the objectives of the Project and Plan; and

**NOW, THEREFORE**, this deed, made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the **OKLAHOMA CITY URBAN RENEWAL AUTHORITY** (the “*Grantor*”), acting herein

pursuant to the above-mentioned law, and **ROBERT TEAL AND CHAUNESSY TRAHAN, husband and wife** (the “*Redevelopers*” or the “*Grantees*”).

**WITNESSETH:**

That for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, the Grantor does, by this Special Warranty Deed, grant, bargain, sell and convey unto the Grantees to have and to hold the following described land and premises, situated in Oklahoma City, Oklahoma County, and more particularly described on Exhibit A attached hereto, together with all and singular, the hereditament and appurtenances thereunto belonging or in any wise appertaining to the above-described land, including all right, title, and interest in and to vacated streets and alleys abutting thereon, **LESS AND EXCEPT** any interest in and to oil, gas, coal, metallic ores, and other minerals therein and thereunder previously reserved or conveyed of record, **AND SUBJECT TO** the matters described in Exhibit B attached hereto.

The Grantor warrants title to the property to be free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens and encumbrances of whatsoever nature made or suffered to be made by the Grantor, and Grantor will execute such further assurances thereof as may be requisite: **Provided**, however, that this Deed is made and executed upon and is subject to certain express conditions and covenants, said conditions and covenants being a part of the consideration for the property hereby conveyed and are to be taken and construed as running with the land and upon the continued observance of which and each of which, with the sole exception of covenants numbered FIRST and FIFTH, the continued existence of the estate hereby granted shall depend, and the Grantees hereby bind themselves and their successors, assigns, grantees and lessees forever to these covenants and conditions which covenants and conditions are as follows:

**FIRST:** The Grantees shall devote the property hereby conveyed only to the uses specified in the applicable provisions of the Urban Renewal Plan or approved modifications thereof (which do not diminish the rights of the Grantees). Pursuant to the Urban Renewal Plan, the general land use category applicable to said property is residential.

**SECOND:** The Grantees shall pay real estate taxes or assessments on the property hereby conveyed or any part thereof when due and shall not place thereon any encumbrance or lien on the property other than liens securing the construction and permanent financing of the improvements to be construed on the property pursuant to the construction plans approved by the Grantor in accordance with Section 6 of the Redevelopment Agreement and for additional funds, if any, in an amount not to exceed the consideration herein specified (hereinafter referred to as the “*Approved Financing*”), and shall not suffer any levy or attachment to be made or any other encumbrance or lien to attach until the Grantor certifies that all building construction and other physical improvements specified to be done and made by the Grantees pursuant to the Redevelopment Agreement have been completed.

**THIRD:** The Grantees shall commence promptly the construction of the aforesaid improvements on the property hereby conveyed in accordance with the said construction plans and

shall prosecute diligently the construction of said improvements to completion: **Provided**, that in any event, construction shall commence no later than October 31, 2016, and shall be completed no later than May 31, 2017.

**FOURTH:** Until the Grantor certifies that all the aforesaid improvements specified to be done and made by the Grantees have been completed, the Grantee shall have no power to convey the property hereby conveyed or any part thereof without the prior written consent of the Grantor except to a mortgagee under a mortgage permitted by this Deed, there shall be no transfer, and the Grantees shall not permit any transfer, by any party, owning ten percent or more of the stock or partnership interests of the Grantees, of such stock or partnership interest, nor shall there be, or be suffered to be by the Grantees, any other similarly significant change in the ownership or interest of such stock or interest or in the relative distribution thereof, or with respect to the identity of the parties in control of the Grantees or the degree thereof, by any other method or means including, but not limited to, increased capitalization, merger, corporate or other amendments, issuance of additional or new stock or classification of stock, or otherwise.

**FIFTH:** The Grantees agree for themselves and any successor in interest not to discriminate upon the basis of race, creed, color, or national origin in the sale, lease, or rental or in the use or occupancy of the property hereby conveyed or any part thereof or of any improvements erected or to be erected thereon or any part thereof.

**SIXTH:** Grantees shall not take any action to obtain, capture, or bring to the surface groundwater for consumption or domestic use.

The covenants and agreements contained in the covenant numbered FIRST shall terminate on January 1, 2020. The covenants and agreements contained in covenants numbered SECOND, THIRD, and FOURTH shall terminate on the date the Grantor issues the Certificate of Completion as herein provided except only that the termination of the covenant numbered SECOND shall in no way be construed to release the Grantees from their obligation to pay real estate taxes or assessments (or payments in lieu thereof) on the property hereby conveyed or any part thereof. The covenants numbered FIFTH and SIXTH shall remain in effect without any limitation as to time.

In the case of the breach or violation of any one of the covenants numbered SECOND, THIRD and FOURTH at any time prior to the time the Grantor certifies that all building construction and other physical improvements have been completed in accordance with the Redevelopment Agreement, and in case such breach or such violation shall not be cured, ended or remedied within sixty (60) days after written demand by the Grantor so to do with respect to covenant numbered FOURTH and three (3) months after written demand by the Grantor so to do with respect to covenants numbered SECOND and THIRD (provided, that a breach or violation with respect to the portion of covenant numbered THIRD, dealing with completion of the improvements may be cured, ended or remedied within six (6) months after written demand by the Grantor to do so or any further extension thereof that may be granted by the Grantor in its sole discretion), then all estate, conveyed under this Deed, shall cease and determine, and title in fee simple to the same shall revert to and become revested in the Grantor, or its successors or assigns, and such title shall be revested fully and completely in it, and the said Grantor, its successors or



assigns, shall be entitled to and may of right enter upon and take possession of the said property; **provided**, that any such revesting of title to the Grantor:

1. Shall always be subject to and limited by, and shall not defeat, render invalid, or limit in any way:

- (a) the lien of the mortgages permitted by this Deed, including, without limitation, mortgage liens created pursuant to the Approved Financing; and
- (b) any rights or interests provided in the Redevelopment Agreement for the protection of the holders of any such mortgage; and
- (c) the rights and remedies of the holders of the mortgages executed and delivered by Grantee pursuant to the Approved Financing.

2. In the event that title to the said property or part thereof shall revest in the Grantor in accordance with the provisions of this Deed, the Grantor shall pursuant to its responsibilities under applicable law use its best efforts to resell the property or part thereof (subject to such mortgage liens as hereinbefore set forth and provided) as soon and in such manner as the Grantor shall find feasible and consistent with the objectives of such law, and of the Redevelopment Plan, to a qualified and responsible party or parties (as determined by the Grantor) who will assume the obligation of making or completing the improvements or such other improvements in their stead as shall be satisfactory to the Grantor and in accordance with the uses specified for the above-described property or any part thereof in the Redevelopment Plan. Upon such resale of the property, or any part thereof, the proceeds thereof shall first be applied to payment in full of the indebtedness secured by mortgages created pursuant to the Approved Financing with the balance to be applied as follows:

**FIRST:** To reimburse the Grantor, on its own behalf or on behalf of the City of Oklahoma City for all costs and expenses incurred by the Grantor including, but not limited to, salaries of personnel in connection with the recapture, management and resale of the property or part thereof (but less any income derived by the Grantor from the property or part thereof in connection with such management); all taxes, assessments, and water and sewer charges with respect to the property or part thereof at the time of revesting of title thereto in the Grantor or to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults, or acts of the Grantee, its successors, or transferees; any expenditures made or obligations incurred with respect to the making or completion of the improvements or any part thereof on the property or part thereof; and any amounts otherwise owing the Grantor by the Grantees and their successors or transferees; and

**SECOND:** To reimburse the Grantees, their successors or transferees up to an amount equal to the sum of the purchase price paid by it for the property (or allocable to the part thereof) and the cash actually invested by it in making any of the improvements on the property or part thereof, less any gains or income withdrawn or made by it from this conveyance or from the property.

Any balance remaining after such reimbursement shall be retained by the Grantor.

The Grantor be deemed a beneficiary of covenants numbered FIRST through SIXTH, the City of Oklahoma City shall be deemed a beneficiary of covenants numbered FIRST and FIFTH; and the United States shall be deemed a beneficiary of the covenant numbered FIFTH; and such covenants shall run in favor of the Grantor, the City of Oklahoma City and the United States for the entire period during which such covenants shall be in force and effect, without regard to whether the Grantor, the City of Oklahoma City or the United States is or remains an owner of any land or interest therein to which such covenants relate. As such beneficiary, the Grantor, in the event of any breach of any such covenant, the City of Oklahoma City, in the event of breach of covenants numbered FIRST and FIFTH, and the United States, in the event of any breach of the covenant numbered FIFTH, shall each have the right to exercise all the rights and remedies, and to maintain any actions at law or suits in equity or other proper proceedings to enforce the curing of such breach, to which beneficiaries of such covenant may be entitled.

Promptly after the completion of the above-mentioned improvements in accordance with the provisions of the construction plans, the Grantor will furnish the Grantees with an appropriate instrument so certifying in accordance with the terms of the Redevelopment Agreement. Such certification (and it shall be so provided in the certification itself) shall be a conclusive determination of satisfaction and termination of the agreements and covenants in the Redevelopment Agreement. Such certification (and it shall be so provided in the certification itself) shall be a conclusive determination of satisfaction and termination of the agreements and covenants of the Redevelopment Agreement and of the covenants and agreements contained in paragraphs numbered SECOND, THIRD, and FOURTH in this Deed, except that termination of covenant numbered SECOND shall in no way be construed to release the Grantees from their obligation to pay real estate taxes or assessments.

The Certificate of Completion provided for in the paragraph above shall be in such form as will enable it to be recorded in the proper office for the recordation of deeds and other instruments pertaining to the property hereby conveyed. If the Grantor shall refuse or fail to provide such Certificate of Completion, the Grantor shall, within thirty (30) days after written request by the Grantees provide the Grantees with a written statement, indicating in what respects the Grantees have failed to duly complete said improvements in accordance with the Redevelopment Agreement and what measures or acts will be necessary for the Grantees to take or perform in order to obtain such certification.

The Grantor certifies that all conditions precedent to the valid execution and delivery of this Special Warranty Deed on its part have been complied with and that all things necessary to constitute this Special Warranty Deed its valid, binding and legal agreement on the terms and conditions and for the purposes set forth herein have been done and performed and have happened, and that the execution and delivery of this Special Warranty Deed on its part have been and are in all respects authorized in accordance with law. The Grantees similarly certify with reference to its execution and delivery of this Special Warranty Deed.

**IN WITNESS WHEREOF**, the undersigned have executed and delivered this instrument effective as of the date first above written.

**OKLAHOMA CITY URBAN RENEWAL AUTHORITY, a**  
public body corporate, “*Grantor*”

BY: Catherine O'Connor, Executive Director

## ACKNOWLEDGMENT

STATE OF OKLAHOMA,  
COUNTY OF OKLAHOMA.

)  
) ss.  
)

Before me, a Notary Public in and for said State, on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared Catherine O'Connor, to me known to be the identical person who subscribed the name of the Grantor to the foregoing instrument as its Executive Director and acknowledged to me that she executed the same as her free and voluntary act and deed, and as the free and voluntary act and deed of the Oklahoma City Urban Renewal Authority, a public body corporate, for the uses and purposes therein set forth.

WITNESS my hand and official seal the day and year last above written.

NOTARY PUBLIC

My Commission No.: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**IN WITNESS WHEREOF**, the undersigned have executed and delivered this instrument effective as of the date first above written.

## REDEVELOPERS/GRANTEES

ROBERT TEAL AND CHAUNESSY TRAHAN, husband and wife

BY: \_\_\_\_\_  
CHAUNESSY TRAHAN

BY: \_\_\_\_\_  
ROBERT TEAL

## **ACKNOWLEDGMENT**

STATE OF OKLAHOMA,                     )  
  ) ss.  
COUNTY OF OKLAHOMA.                 )

Before me, a Notary Public in and for said State, on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared ROBERT TEAL and CHAUNESSY TRAHAN, to me known to be the identical person who subscribed the name of the Grantees to the foregoing instrument as husband and wife, and acknowledged to me that they executed the same as their free and voluntary acts and deeds for the uses and purposes therein set forth.

WITNESS my hand and official seal the day and year last above written.

NOTARY PUBLIC

My Commission No.: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

EXHIBIT A  
LEGAL DESCRIPTION

All of Lots Twenty-Five (25) and Twenty-Six (26), Block Fifteen (15), Oak Park Amended Addition to Oklahoma City, Oklahoma County, Oklahoma, according to the recorded plat thereof.

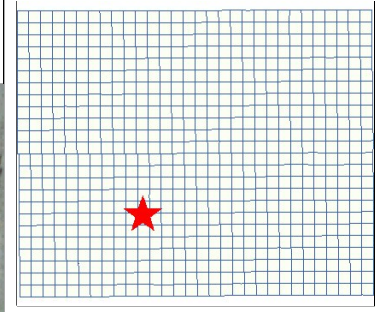
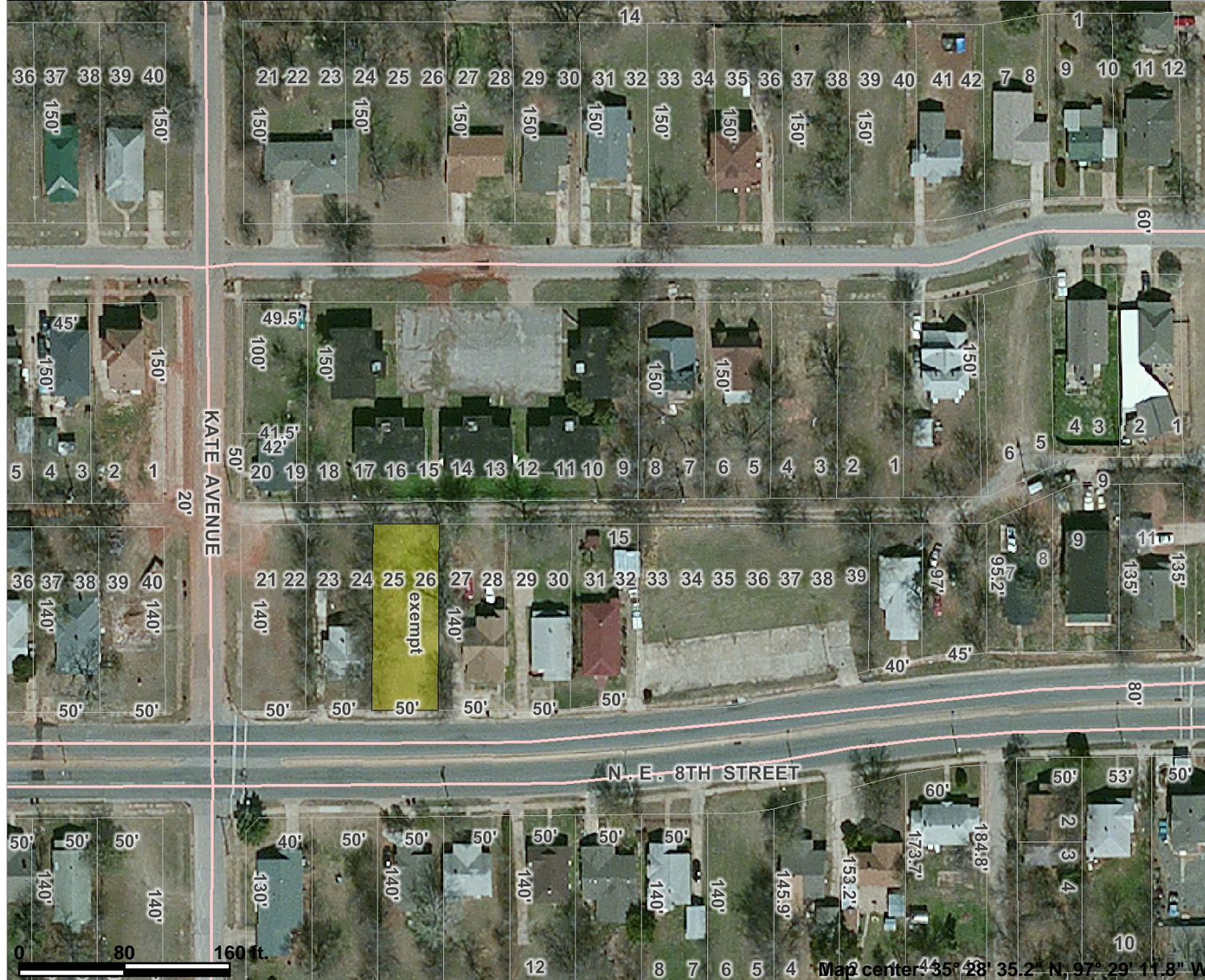
EXHIBIT B

**[To be inserted based on exceptions in title commitment]**





R021685310



### Legend

- Annotation
- Sections
- Streets
- Parcels
- North Canadian River
- Rivers & Creeks
- Lakes
- Aerials (flown Feb 28th - March 23rd, 2011)
- County Background



Scale: 1:1,401

This map is a user generated static output from an Internet mapping site and is for general reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. THIS MAP IS NOT TO BE USED FOR NAVIGATION.

## **OKLAHOMA CITY**

### **URBAN RENEWAL AUTHORITY**

---

To: Board of Commissioners  
From: Catherine O'Connor, Executive Director  
Date: July 20, 2016  
Ref: Resolution Approving the Fifth Amendment to the Professional Services Agreement for Project Management, Acquisition and Relocation Services with Pinnacle Consulting Management Group, Inc. in the Core to Shore Urban Renewal Project Area

**Background:** On May 19, 2010, the Oklahoma City Urban Renewal Authority ("Authority") approved an agreement with Pinnacle Consulting Management Group, Inc. ("Consultant") as the project management, acquisition and relocation firm to assist with the implementation of the Core to Shore Urban Renewal Plan area. There have been four previous amendments to this contract as the acquisition and relocation activities continued to increase in the Core to Shore area.

This amendment is to extend Pinnacle's contract for fiscal year 2017 to cover anticipated needs in the Core to Shore Urban Renewal Plan. It will allow OCURA to utilize Pinnacle on an as needed basis for various acquisition, relocation and project management services within the Plan's acquisition area.

**Purpose of Agenda Item:** To extend Pinnacle's professional services agreement to encompass the need for additional services in the Core to Shore Urban Renewal Project area. The contract amount is not to exceed \$50,000.

**Staff Recommendation:** Approval of Resolution

**Attachments:** Fifth Amendment to Professional Services Agreement for Project Management, Acquisition and Relocation Services



**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION APPROVING FIFTH AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT FOR PROJECT MANAGEMENT AND ACQUISITION AND RELOCATION SERVICES WITH PINNACLE CONSULTING MANAGEMENT GROUP, INC., CORE TO SHORE URBAN RENEWAL PLAN**

---

**WHEREAS**, the Oklahoma City Urban Renewal Authority (“Authority”) is a public body corporate created pursuant to the Oklahoma Urban Redevelopment Law, 11 O.S. §38-101, *et seq.*, authorized to exercise its powers pursuant to resolution of the City Council of The City of Oklahoma City; and

**WHEREAS**, the City Council of The City of Oklahoma City (“City”) has approved the Core to Shore Urban Renewal Plan, as amended (“Urban Renewal Plan”) in accordance with the Oklahoma Urban Redevelopment Law and authorized the Authority to carry out the Urban Renewal Plan; and

**WHEREAS**, pursuant to the Oklahoma Urban Redevelopment Law, the Authority may employ such technical experts and other agents as it may require, and it may contract for any services necessary to its operation; and

**WHEREAS**, on May 19, 2010, the Authority approved Resolution No. 5378 authorizing an agreement with Pinnacle Consulting Management Group, Inc. (“Consultant”) as the project management and acquisition and relocation firm to assist with the implementation of the Urban Renewal Plan; and

**WHEREAS**, on June 1, 2010, the Authority and the Consultant entered into the Professional Services Agreement for Project Management and Acquisition and Relocation Services (“Agreement”); and

**WHEREAS**, on June 20, 2012, the Authority and the Consultant entered into the First Amendment to the Agreement for the Consultant’s services in connection with the development of a new downtown convention center; on June 19, 2013, the Authority and the Consultant entered into the Second Amendment to the Agreement for the Consultant’s services in connection with the acquisition of property in the area known as the Lower Park Acquisition Area; on June 18, 2014, the Authority and the Consultant entered into the Third Amendment to Agreement for demolition services to be provided by the Consultant; and on May 13, 2015, the Authority and the Consultant entered into the Fourth Amendment to Agreement for the Consultant’s services in connection with additional assigned areas; and

**WHEREAS**, there exists the need for additional acquisition and relocation services consistent with the Agreement; and

**WHEREAS**, the Consultant has provided superior project management services under the

Agreement, and it is desirable to engage the Consultant to provide such additional services; and

**WHEREAS**, the Board of Commissioners of the Authority deems it appropriate, desirable, and in the public interest to approve the proposed Fifth Amendment to the Agreement with the Consultant and to authorize its execution, in order to achieve the objectives of the Urban Renewal Plan.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the Oklahoma City Urban Renewal Authority as follows:

1. The proposed Fifth Amendment to the Agreement between the Authority and the Consultant is hereby approved and its execution by the Executive Director is authorized.
2. The Officers, Executive Director, and Legal Counsel of the Authority are authorized to execute such documents and take such actions as may be necessary or appropriate to implement the Agreement, as amended, including approval of amendments, corrections, clarifications thereof, and to incur costs and approve contracts for surveys, appraisals, market studies, title examination and inspection, public improvements, financing related expenses, and other related contracts which are appropriate for carrying out the Agreement, as amended.

I, \_\_\_\_\_, Secretary of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, certify that the foregoing Resolution No. \_\_\_\_\_ was duly adopted at a **regular and annual** meeting of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, held at the Arts District Garage Conference Room, 431 West Main Street, Suite B, Oklahoma City, Oklahoma 73102, on the **20<sup>th</sup>** day of **July, 2016**; that said meeting was held in accordance with the By-Laws of the Authority and the Oklahoma Open Meetings Act; that any notice required to be given of such meeting was properly given; that a quorum was present at all times during said meeting; and that the Resolution was duly adopted by a majority of the Commissioners present.

---

SECRETARY

(SEAL)

**FIFTH AMENDMENT TO  
PROFESSIONAL SERVICES AGREEMENT  
FOR PROJECT MANAGEMENT AND  
ACQUISITION AND RELOCATION SERVICES**

This Fifth Amendment to the Professional Services Agreement for Project Management and Acquisition and Relocation Services (“Amendment”) is entered into and effective as of this 20<sup>th</sup> day of July, 2016, between the OKLAHOMA CITY URBAN RENEWAL AUTHORITY, a public body corporate (“OCURA”), and PINNACLE CONSULTING MANAGEMENT GROUP, INC. (“Consultant”).

**WITNESSETH:**

**WHEREAS**, on March 2, 2010, the City Council of The City of Oklahoma City (“The City”) approved the Core to Shore Urban Renewal Plan (as amended, “Urban Renewal Plan”) in accordance with the Oklahoma Urban Redevelopment Law, 11 O.S. §38-101, *et seq.*, and authorized OCURA to carry out the Urban Renewal Plan; and

**WHEREAS**, The City and OCURA have approved the Policies and Procedures for Residential and Commercial Acquisition and Relocation Services of The City of Oklahoma City and the Oklahoma City Urban Renewal Authority for the Core to Shore Urban Renewal Area (“Policies and Procedures”); and

**WHEREAS**, on June 1, 2010, OCURA and the Consultant entered into the Professional Services Agreement for Project Management and Acquisition and Relocation Services, its First Amendment, dated June 20, 2012, its Second Amendment, dated June 19, 2013, its Third Amendment, dated June 18, 2014, and its Fourth Amendment, dated May 13, 2015 (as amended, “Agreement”), for such services in the Core to Shore Urban Renewal Area consistent with the Urban Renewal Plan and the Policies and Procedures; and

**WHEREAS**, the Consultant is experienced and has provided superior project management and acquisition and relocation services under the Agreement.

**NOW, THEREFORE**, the parties hereto do mutually agree as follows:

**I.** The following shall be inserted as paragraph III(A)(8):

For services assigned to and performed by the Consultant in any of the previously defined areas, OCURA agrees to pay to the Consultant an additional fifty thousand dollars (\$50,000.00), for expenses and services performed.

**II.** The notice information provided in paragraph VI(A) for OCURA shall be amended as follows:

Cathy O’Connor, Executive Director  
Oklahoma City Urban Renewal Authority

105 N. Hudson, Suite 101  
Oklahoma City, Oklahoma 73102

**III.** Except as expressly modified by this Amendment, the Agreement as amended remains in full force and effect according to its terms.

**IN WITNESS WHEREOF**, OCURA and the Consultant have executed this Amendment as of the date first above written.

OKLAHOMA CITY URBAN RENEWAL AUTHORITY

BY: \_\_\_\_\_  
Catherine O'Connor, Executive Director

PINNACLE CONSULTING MANAGEMENT GROUP, INC.

BY: \_\_\_\_\_  
Aaron Adkins, Regional Vice President

## **OKLAHOMA CITY**

URBAN

RENEWAL

AUTHORITY

---

To: Board of Commissioners of the Oklahoma City Urban Renewal Authority

From: Catherine O'Connor, Executive Director

Date: July 20, 2016

Ref: Authorizing the Use of Advancements from the Oklahoma City Redevelopment Corporation for Payment of Certain Costs Incurred by the Oklahoma City Urban Renewal Authority in Connection with Proposed and Approved Projects, and Approving and Ratifying Actions through June 30, 2016

**Background:** The Oklahoma City Redevelopment Corporation, a not-for-profit redevelopment corporation ("Corporation"), was organized for the purpose of aiding and providing financial assistance to the Oklahoma City Urban Renewal Authority ("Authority") in connection with its proposed and approved redevelopment activities.

**Purpose of Agenda Item:** The resolution for consideration ratifies and authorizes the Authority's use of advancements from the Corporation to pay costs authorized by the Board of Commissioners of the Authority in connection with planning and implementation of redevelopment project activities for which funds are not presently available.

**Staff Recommendation:** Approval of Resolution

**Attachments:** None

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION AUTHORIZING THE USE OF ADVANCEMENTS FROM THE OKLAHOMA CITY REDEVELOPMENT CORPORATION FOR PAYMENT OF CERTAIN COSTS INCURRED BY THE OKLAHOMA CITY URBAN RENEWAL AUTHORITY IN CONNECTION WITH PROPOSED AND APPROVED PROJECTS, AND APPROVING AND RATIFYING ACTIONS THROUGH JUNE 30, 2016**

---

**WHEREAS**, the Oklahoma City Redevelopment Corporation, a not-for-profit redevelopment corporation (“Corporation”), was organized for the purpose of aiding and providing financial assistance to the Oklahoma City Urban Renewal Authority (“Authority”) in connection with its proposed and approved redevelopment activities; and

**WHEREAS**, the Authority is engaged in the planning, undertaking, and implementation of existing and proposed redevelopment projects pursuant to the Oklahoma Urban Redevelopment Law and the Oklahoma Local Development Act; and

**WHEREAS**, such planning and implementation activities are undertaken at the request of the City of Oklahoma City and include, but are not limited to the Downtown/MAPS Economic Development Plan, the Central Business District Urban Renewal Plan, the Core to Shore Urban Renewal Plan, the Harrison-Walnut Urban Renewal Plan, the MAPS-Sports-Entertainment-Parking Support Redevelopment Plan, the Oklahoma Health Center Economic Development Plan, the Northeast Renaissance Urban Renewal Plan, and other redevelopment activities; and

**WHEREAS**, it is appropriate and desirable to authorize the Authority to continue to use advancements of funds from the Corporation for payment of costs incurred in connection with proposed and approved redevelopment activities for which funds are not presently available, to confirm prior transactions, and to ratify prior transactions through June 30, 2016.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the Oklahoma City Urban Renewal Authority as follows:

1. Prior advancements of funds from the Corporation to the Authority through June 30, 2016, in connection with planning and implementation of redevelopment projects are ratified and approved.
2. Additional advancements of funds from the Corporation to the Authority to pay costs authorized by the Board of Commissioners of the Authority in connection with planning and implementation of redevelopment project activities for which funds are not presently available are authorized and approved.
3. To the extent that reimbursement is obtained for any such costs, the Authority shall repay the Corporation without interest.

4. Actions of the Officers, the Executive Director, and Legal Counsel of the Authority taken with regard to activities described in paragraphs 1, 2, and 3 above are authorized, approved, and ratified through June 30, 2016.

I, \_\_\_\_\_, Secretary of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, certify that the foregoing Resolution No. \_\_\_\_\_ was duly adopted at a **regular and annual** meeting of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, held at the Arts District Garage Conference Room, 431 West Main Street, Suite B, Oklahoma City, Oklahoma 73102, on the **20<sup>th</sup>** day of **July, 2016**; that said meeting was held in accordance with the By-Laws of the Authority and the Oklahoma Open Meetings Act; that any notice required to be given of such meeting was properly given; that a quorum was present at all times during said meeting; and that the Resolution was duly adopted by a majority of the Commissioners present.

---

SECRETARY

(SEAL)

## **OKLAHOMA CITY**

URBAN

RENEWAL

AUTHORITY

---

To: Board of Commissioners of the Oklahoma City Urban Renewal Authority

From: Catherine O'Connor, Executive Director

Date: July 20, 2016

Ref: Resolution Authorizing the Use of Advancements from the Oklahoma City Redevelopment Authority for Payment of Certain Costs Incurred by the Oklahoma City Urban Renewal Authority in Connection with Proposed and Approved Projects, and Approving and Ratifying Actions through June 30, 2016

**Background:** The Oklahoma City Redevelopment Authority ("OCRA"), a public trust, created by Trust Indenture dated May 7, 1985, was organized for the purpose of assisting in the implementation of economic development and redevelopment projects and aiding and providing financial assistance to the Oklahoma City Urban Renewal Authority ("Authority") in connection with its proposed and approved redevelopment activities.

**Purpose of Agenda Item:** The resolution for consideration ratifies and authorizes the use of advancements from OCRA to pay costs authorized by the Board of Commissioners of the Authority in connection with planning and implementation of redevelopment project activities for which funds are available pursuant to project plans.

**Staff Recommendation:** Approval of Resolution

**Attachments:** None



**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION AUTHORIZING THE USE OF ADVANCEMENTS FROM THE OKLAHOMA CITY REDEVELOPMENT AUTHORITY FOR PAYMENT OF CERTAIN COSTS INCURRED BY THE OKLAHOMA CITY URBAN RENEWAL AUTHORITY IN CONNECTION WITH PROPOSED AND APPROVED PROJECTS, AND APPROVING AND RATIFYING ACTIONS THROUGH JUNE 30, 2016**

---

**WHEREAS**, the Oklahoma City Redevelopment Authority, a public trust (“OCRA”), was organized for the purpose of assisting in the implementation of economic development and redevelopment projects and aiding and providing financial assistance to the Oklahoma City Urban Renewal Authority (“Authority”) in connection with its proposed and approved redevelopment activities; and

**WHEREAS**, the Authority is engaged in the planning, undertaking, and implementation of existing and proposed redevelopment projects pursuant to the Oklahoma Urban Redevelopment Law and the Oklahoma Local Development Act; and

**WHEREAS**, such planning and implementation activities are undertaken at the request of the City of Oklahoma City and include, but are not limited to the Downtown/MAPS Economic Development Plan, the Central Business District Urban Renewal Plan, the Core to Shore Urban Renewal Plan, the Harrison-Walnut Urban Renewal Plan, the MAPS-Sports-Entertainment-Parking Support Redevelopment Plan, the Oklahoma Health Center Economic Development Plan, the Northeast Renaissance Urban Renewal Plan, and other redevelopment activities; and

**WHEREAS**, it is appropriate and desirable to authorize the Authority to continue to use advancements of funds from OCRA for payment of costs incurred in connection with proposed and approved redevelopment activities for which funds are not presently available, to confirm prior transactions, and to ratify prior transactions through June 30, 2016.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the Oklahoma City Urban Renewal Authority as follows:

1. Prior advancements and transfer of funds from OCRA to the Authority through June 30, 2016, in connection with planning and implementation of redevelopment projects are ratified and approved.
2. Additional advancements of funds from OCRA to the Authority to pay costs authorized by the Board of Commissioners of the Authority in connection with planning and implementation of redevelopment project activities for which funds are available pursuant to project plans are authorized and approved.
3. To the extent that reimbursement is obtained for any advancements or loans, the Authority shall repay OCRA without interest.

4. Actions of the Officers, the Executive Director, and Legal Counsel of the Authority taken with regard to activities described in paragraphs 1, 2, and 3 above are authorized, approved, and ratified through June 30, 2016.

I, \_\_\_\_\_, Secretary of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, certify that the foregoing Resolution No. \_\_\_\_\_ was duly adopted at a **regular and annual** meeting of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, held at the Arts District Garage Conference Room, 431 West Main Street, Suite B, Oklahoma City, Oklahoma 73102, on the **20<sup>th</sup>** day of **July, 2016**; that said meeting was held in accordance with the By-Laws of the Authority and the Oklahoma Open Meetings Act; that any notice required to be given of such meeting was properly given; that a quorum was present at all times during said meeting; and that the Resolution was duly adopted by a majority of the Commissioners present.

---

SECRETARY

(SEAL)

## **OKLAHOMA CITY**

URBAN

RENEWAL

AUTHORITY

---

To: Board of Commissioners  
From: Catherine O'Connor, Executive Director  
Date: July 20, 2016  
Ref: Authorizing a Community Development Block Grant Operating Agreement with the City of Oklahoma City for Fiscal Year 2016–2017 and Execution of the Agreement by the Executive Director

**Background:** The Oklahoma City Urban Renewal Authority (“Authority”) receives an annual Community Development Block Grant (“CDBG”) funding allocation from The City of Oklahoma City to conduct the day-to-day management of the Authority’s activities and to manage its property portfolio. The term of the new agreement is from July 1, 2016 through June 30, 2017. The budget is as follows:

**Housing Administration Funds: \$50,000** - This line item is for the administration of federal regulatory requirements associated with a low and moderate income housing project currently being administered by the Authority.

**The Authority Operating Funds: \$788,880** - These funds are used for the day to day operations of the Authority including staff support, property management and disposition.

**Carryover Funds: \$275,000** is being carried over from unexpended 2015-2016 operating funds.

**Carryover Funds: \$300,000** of the program income generated in fiscal year 2016 is reallocated to the Authority for property acquisition, clearance and remediation.

**Grand Total: \$1,413,880**

**Summary of Agenda Item:** The resolution authorizes the Executive Director to execute the 2016-2017 agreement.

**Recommendation:** Approval of Resolution

**Attachments:** Contract for CDBG Funding for 2016-2017

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION AUTHORIZING A COMMUNITY DEVELOPMENT BLOCK GRANT  
OPERATING AGREEMENT WITH THE CITY OF OKLAHOMA CITY FOR FISCAL  
YEAR 2016–2017 AND EXECUTION OF THE AGREEMENT BY THE EXECUTIVE  
DIRECTOR**

---

**WHEREAS**, the Oklahoma City Urban Renewal Authority (“Authority”) has performed redevelopment activities for more than forty years pursuant to the Oklahoma Urban Redevelopment Law, 11 O.S. §§ 38-101, *et seq.*, through the approval of redevelopment projects by the City of Oklahoma City (“City”), and, in recent years, pursuant to operating agreements with the City; and

**WHEREAS**, the City is an entitlement city pursuant to the Housing and Community Development Act of 1974, as amended, and receives annual funding for the development of viable urban communities, by providing decent housing in a suitable living environment and expanding economic opportunities, principally for persons of low and moderate income; and

**WHEREAS**, the Authority’s staff and Legal Counsel will review the operating agreement to be proposed by the City; and

**WHEREAS**, the Board of Commissioners of the Authority deems it appropriate and desirable to authorize the Executive Director, upon her review and upon review of Legal Counsel, to adopt and approve the operating agreement to be proposed by the City for the fiscal year running from July 1, 2016 to June 30, 2017, to carry out eligible Community Development Block Grant (CDBG) activities.

**NOW THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the Oklahoma City Urban Renewal Authority as follows:

1. The Executive Director, upon her review and upon review of Legal Counsel, is authorized to execute the Community Development Block Grant Operating Agreement to be proposed by the City of Oklahoma City for the fiscal year running from July 1, 2016 to June 30, 2017.
2. The Executive Director is authorized to execute any desirable and necessary amendments thereto.

I, \_\_\_\_\_, Secretary of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, certify that the foregoing Resolution No. \_\_\_\_\_ was duly adopted at a **regular and annual** meeting of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, held at the Arts District Garage Conference Room, 431 West Main, Suite B, Oklahoma City, Oklahoma 73102, on the **20<sup>th</sup>** day of **July, 2016**; that said meeting was held in accordance with the By-Laws of the Authority and the Oklahoma Open Meetings Act; that any notice required to be given of such meeting was properly given; that a quorum was present at all times during said meeting; and that the Resolution was duly adopted by a majority of the Commissioners present.

\_\_\_\_\_  
SECRETARY

(SEAL)

**CITY OF OKLAHOMA CITY**  
**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) OPERATING AGREEMENT:**  
**FY 2016/2017**  
**WITH OKLAHOMA CITY URBAN RENEWAL AUTHORITY**

WHEREAS, The Housing and Community Development Act of 1974 became effective on January 5, 1975, as amended, the "Act"; and

WHEREAS, Title I of the Act contemplates the use of Community Development Block Grant funds (CDBG) for the establishment and maintenance of viable urban communities as social, economic and political entities; and

WHEREAS, specific objectives of the Act include achieving viable urban communities by providing decent housing, a suitable living environment and expanding economic opportunities, principally for persons of low to moderate income as defined by the United States Department of Housing and Urban Development (HUD); and

WHEREAS, the Act is intended to emphasize and strengthen the ability of local elected officials to determine the community's development needs, set priorities, and allocate resources to various activities; and

WHEREAS, the City Council of The City of Oklahoma City, as applicant for and recipient of such CDBG funds, deems it desirable to fully assume the responsibilities contemplated and implied under the Act; and

WHEREAS, the City Council of The City of Oklahoma City deems it desirable to enter into an agreement with the SUBRECIPIENT named below for the day-to-day conduct of a community development program under eligible provisions of the Act while at the same time reserving to The City complete authority and responsibility for the approval of such a community development program, its funding and budget, and the terms and conditions under which the program shall be conducted.

NOW, THEREFORE, effective retroactively from **July 1, 2016**, The City of Oklahoma City, a municipal corporation, hereinafter called CITY, having a principal place of business at 200 North Walker, Oklahoma City, Oklahoma 73102, and **Oklahoma City Urban Renewal Authority** hereinafter called SUBRECIPIENT, having a principal place of business located at 105 N. Hudson Avenue, Suite 101, Oklahoma City, Oklahoma 73102, agree to all the foregoing and further agree as follows:

1. Scope of Work / National Objectives

As part of CITY's Community Development Program SUBRECIPIENT shall undertake and provide all services and products described in Schedule "A", attached hereto and incorporated as a part hereof by reference. In addition to the Scope of Work, Schedule "A" shall identify the national objective(s) to be attained. Schedule "A-1" contains other contract provisions.

2. Term of Agreement

The term of this Agreement shall be **from July 1, 2016 to June 30, 2017.**

All scheduled work provided for in this Agreement shall be completed by **June 30, 2017.**

3. Funding

a. In exchange for the services and products to be provided under this Agreement the CITY shall allocate to SUBRECIPIENT **FY 2016-17** CDBG funds in the amount of \$788,880.00. In addition, The CITY shall allocate:

- (i) prior year CDBG carryover funds in the amount of \$50,000.00 for activity delivery of OCURA's ongoing low-moderate income housing project;
- (ii) \$275,000.00 from FY 2015-16 carryover CDBG funds specifically for use in carrying out activities for the benefit of low and moderate income persons; and
- (iii) up to \$300,000.00 of CDBG program income generated in the FY 2015-16 program year to be used exclusively for the following eligible activities: real property acquisition, clearance, remediation of environmental contamination (if necessary); and disposition for redevelopment to benefit low and moderate income persons. The total funding shall be provided in an amount not to exceed \$1,413,880.00 but only as such funds are available from the Federal Government, **and from no other source**. Program income allocated under this agreement shall be subject, more specifically, to conditions described in Section 6.c.(ii and iii) and Schedule "A" part d) herein below.

Specific funding identified and provided for in this Agreement is composed as follows:

Housing Administration Funds	\$ 50,000.00 ;
<b>FY 2016-17</b> Allocated Funds	\$ 788,880.00 ;
Carryover Funds	\$ 275,000.00 ;
Program Income Re-allocated	\$ 300,000.00 ;
Total	\$ 1,413,880.00 .

b. SUBRECIPIENT shall not commit any portion of funding identified as "carryover funds" or "program income" until and unless notified by the CITY, in writing, that the project intended for fund commitment has been reviewed by the CITY in accordance with 24 CFR Part 58 and such funds have been set-up in the SUBRECIPIENT'S account and are available for use.

c. SUBRECIPIENT agrees to make expenditures in accordance with Schedule "A" and provisions of Schedule "B" attached hereto and incorporated as a part hereof.. It is expressly agreed and understood by the CITY and SUBRECIPIENT that this Agreement shall not provide for compensation beyond the end of CITY's present fiscal year, that being **June 30, 2017**.

4. Day-to-Day Operation and Administration

Day-to-Day operation and administration of the community development program which is the subject of this Agreement, including accounting responsibilities, shall be performed by and be the responsibility of SUBRECIPIENT.

5. Contracts/Subcontracts

SUBRECIPIENT may enter into contracts or subcontracts for necessary assistance in completing the scope of work that is the subject of this Agreement. Such contracts and subcontracts shall be in accordance with applicable law and regulations; and further, SUBRECIPIENT shall be responsible for the work performed by such contractors and subcontractors and for all expenditures made under such subcontracts. SUBRECIPIENT shall ensure, prior to entering into any contract utilizing CDBG funds, that the vendor, contractor or subcontractor is eligible to receive federal contracts by searching the federal database of debarred companies at [www.sam.gov](http://www.sam.gov) by vendor or subcontractor name and Dun & Bradstreet (DUNS) number and SUBRECIPIENT shall print and retain the results of the search in the project/activity file.

6. SUBRECIPIENT shall comply with all federal, state and municipal laws, rules and regulations applicable to the community development program that is the subject of this Agreement, with particular attention to the following:

a. Section 3 Compliance

SUBRECIPIENT shall comply with Section 3 of the Housing and Urban Development Act of 1968, as amended, certain provisions of which are attached hereto and labeled as Schedule "C" and is incorporated as a part of this Agreement by reference. SUBRECIPIENT SHALL INCLUDE THE PROVISIONS FOR SECTION 3 COMPLIANCE IN EACH AGREEMENT FOR SERVICES WITH A SUBCONTRACTOR. It is specifically agreed and understood by both parties hereto that SUBRECIPIENT shall comply with all applicable HUD regulations.. SUBRECIPIENT shall maintain full and adequate records of compliance with applicable laws, rules and regulations. Such records shall be open for inspection by the CITY and/or HUD or their authorized representatives.

b. Program Income Receipt and Disposition

The receipt and disposition by SUBRECIPIENT of program income as defined in 24 CFR 570.500 (a) shall be in accordance with 24 CFR 507.504(c) which requires that this Agreement specify whether program income will be returned to the CITY or retained by the SUBRECIPIENT.

To satisfy the regulatory provision, the SUBRECIPIENT shall return to the CITY all program income received. Program Income shall be returned to the CITY in accordance with the following procedure:

- (i) The SUBRECIPIENT shall return program income to the CITY immediately after receipt in any instance where the total amount received is in excess of \$1,000.00.
- (ii) Program income received by the SUBRECIPIENT in amounts less than \$1,000.00 may be accumulated by the SUBRECIPIENT until the total reaches or exceeds \$1,000.00 and then return such income to the CITY, provided however, that in any case accumulated program income shall be returned to the CITY at least monthly.

c. Reallocated Program Income

- (i) Program income returned to the CITY may be reallocated to SUBRECIPIENT upon request for approved projects.
- (ii) Program income shall only be reallocated through a process involving City Council approval for the annual contract or any interim contract amendments.
- (iii) No reallocated program income shall be drawn by SUBRECIPIENT until the CITY has reviewed and approved in writing the project scope of work, budget, development timeline, CDBG eligible activity and corresponding national objective and any project-specific exhibits the CITY may require, for example, a current (no more than six months old) property appraisal consistent with the Uniform Standards of Professional Appraisal Practice (USPAP) shall be required for any project proposing property acquisition.

d. Administrative Requirements.

- (i) SUBRECIPIENT shall comply with applicable provisions of the Uniform Administrative Requirements, Cost Principles, And Audit Requirements of 2 CFR Part 200. SUBRECIPIENT shall fully read 2 CFR Part 200 and then sign the Grant Policy and Procedure Review Certification form attached to this Agreement as Schedule "G."



- (ii) In matters of Program Income, SUBRECIPIENT shall comply with the provisions of 24 CFR 570.504(c) and paragraph 6b above.
- (iii) In matters concerning Real Property, SUBRECIPIENT shall comply with the provisions of 24 CFR 570.505.
- (iv) In matters concerning the disposition of equipment, the following shall apply:
  - In all cases in which equipment is sold, the proceeds shall be program income (prorated to reflect the extent to which CDBG funds were used to acquire the equipment); and
  - Equipment not needed for CDBG activities shall be transferred to the CITY for the CDBG program or shall be retained after compensating the CITY.

e. Environmental Responsibilities

The SUBRECIPIENT shall carry out each activity in compliance with all Federal laws and regulations described in Subpart K of 24 CFR 570, except that:

- (i) The SUBRECIPIENT does not assume the CITY'S environmental responsibilities with respect to 24 CFR 570.604; and
- (ii) The SUBRECIPIENT does not assume the CITY'S responsibility for initiating the review process under the provisions of 24 CFR Part 58.
- (i) The SUBRECIPIENT shall provide all necessary information required for the CITY to complete its environmental review and responsibilities for each project contemplated for funding and no funds shall be drawn for any project until the site-specific environmental review process for the individual project is complete.

f. Reversion of Assets

Upon the expiration of this Agreement the SUBRECIPIENT shall transfer to the CITY any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Also any real property under the SUBRECIPIENT'S control that was acquired or improved in whole or in part using more than \$25,000 of CDBG funds shall be:

- (i) Used to meet one of the national objectives set forth in 24 CFR 570.208 until five years after expiration of the Agreement, or for such longer period of time as determined to be appropriate by The CITY; or
- (ii) Disposed of in a manner that results in the CITY being reimbursed in the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvements to, the property.

g. Documentation Necessary for Required Assurances

SUBRECIPIENT shall appoint compliance officers to ensure that compliance provisions are met, to develop and maintain documentation necessary to assure compliance with the provisions of the Housing and Community Development Act of 1974 and such other Acts and amendments thereto, and shall provide such documentation and certification as may be needed to enable the Mayor, and the Chief Executive Officer of the City, to execute assurance of compliance. In addition, SUBRECIPIENT shall furnish such information and maintain such records as may be needed to enable both SUBRECIPIENT and the CITY to meet the requirements of the National Environmental Policy Act and the Clean Air Act, along with such regulations as may be adopted in connection therewith by the Environmental Protection Agency, the State of Oklahoma, or the CITY. SUBRECIPIENT agrees to retain all records pertaining to Community Development Block Grant funded activities for a period of 4 years from the date of submission of the final expenditure report; for awards that are renewed annually, records shall be retained for a period of

four years from the date of submission of the annual financial report. SUBRECIPIENT shall retain records in accordance with the requirements of 24 CFR Part 84.53 for audits started before expiration of the four year period and for certain other record retention provisions.

h. Religious Organizations

CDBG funds may not be used for religious activities or provided to primarily religious entities for inherently religious activities.

7. Cross-cutting Requirements

SUBRECIPIENT shall comply with all applicable federal, state and municipal laws, rules and regulations applicable to the use of CDBG that is the subject of this Agreement, with particular attention to the following:

a. Title VI of the Civil Rights Act

No person may be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving Federal financial assistance on the basis of race, color, or national origin. SUBRECIPIENT shall maintain complete records on all applicants, and disposition of such applications to assure compliance with this section.

b. Davis-Bacon and Related Acts (DBRA)

SUBRECIPIENT shall assure that all contractors and subcontractors performing on federal contracts in excess of two thousand dollars (\$2,000.00) that involve construction or rehabilitation, comply with the requirements of the DBRA. The only exception is for contracts for the rehabilitation or construction of residential property containing less than eight (8) units. DBRA covered contractors and subcontractors must pay their laborers and mechanics not less than the prevailing wage rates and fringe benefits listed in the DBRA wage determination for corresponding classes of laborers and mechanics employed on similar projects in the area. DBRA labor standard clauses must be included in covered contracts and subcontracts.

Apprentices may be employed at less than predetermined rates if they are in an apprenticeship program registered with the Department of Labor (DOL) or with a state apprenticeship agency recognized by DOL. Trainees may be employed at less than predetermined rates if they are in a training program certified by DOL.

Contractors and subcontractors on prime contracts in excess of one hundred thousand dollars (\$100,000) are required, pursuant to the Contract Work Hours and Safety Standards Act, to pay employees one and one-half times their basic rates of pay for all hours over forty (40) worked on covered contract work in a workweek. Covered contractors and subcontractors shall also pay employees weekly and submit weekly certified payroll records to the contracting agency.

Every employer performing work covered by the labor standards of the DBRA must post the WH-1321 "Employee Rights Under the Davis-Bacon Act" poster at the site of the work in a prominent and accessible place where it may be easily seen by employees. There is no particular size requirement. The wage determination must be similarly posted.

Contractors must maintain payroll and basic records for all laborers and mechanics during the course of the work and for a period of three years thereafter. Records to be maintained include:

- (i) Name, address, and Social Security number of each employee
- (ii) Each employee's work classifications
- (iii) Hourly rates of pay, including rates of contributions or costs anticipated for fringe benefits or their cash equivalents

- (iv) Daily and weekly numbers of hours worked
- (v) Deductions made
- (vi) Actual wages paid
- (vii) If applicable, detailed information regarding various fringe benefit plans and programs, including records that show that the plan or program has been communicated in writing to the laborers and mechanics affected
- (viii) If applicable, detailed information regarding approved apprenticeship or trainee programs

8. Reports and Audits

SUBRECIPIENT shall furnish to CITY all reports required by HUD and such additional reports as may be necessary to comply with all applicable laws, regulations, and guidelines. Further, SUBRECIPIENT shall provide any other reports deemed reasonably necessary by CITY. The CITY, HUD or the Comptroller General of the United States or any of their duly authorized representatives shall at all times have the right and option to monitor, inspect, audit and review the SUBRECIPIENT'S performance and operation of the community development program to be performed under this Agreement; and in connection therewith, all of the above mentioned entities shall have the right to inspect any and all records, books, documents, or papers of SUBRECIPIENT and the contractors or subcontractors of SUBRECIPIENT, for the purpose of making audit examination, excerpts and transcriptions.

Required reports include but are not limited to:

- a. Reporting of records kept in accordance with 24 CFR 570.506.
- b. Along with or prior to the first draw of funds under this Agreement, SUBRECIPIENT shall submit to the CITY its previous year's Minority Business Enterprise and Women Business Enterprise report, including data from all contractors and subcontractors.
- c. Along with or prior to the first draw of funds under this Agreement, SUBRECIPIENT shall submit to the CITY its previous year's Section 3 Compliance Report including data from all subcontractors.
- d. SUBRECIPIENT shall submit to the CITY an independent annual audit performed by an auditor familiar with HUD Programs, or shall perform and submit to the CITY an audit that meets the requirements of 2 CFR 200, Subpart F- Audit Requirements.
- e. SUBRECIPIENT shall submit to the CITY copies of any police report related to loss or damage to properties purchased or rehabilitated with CDBG funds within 10 business days from the date of loss or damage.

9. Preparation of Community Development Grant Application

The CITY shall be responsible for the preparation of the formal application to HUD for CDBG funds. When requested by CITY, SUBRECIPIENT shall within 30 days of the request supply to CITY information necessary for the completion of such application.

10. Personnel Policies and Internal Procedures

Personnel policies, pay scales and operating procedures of SUBRECIPIENT shall be the responsibility of and shall be determined by SUBRECIPIENT; PROVIDED HOWEVER, THAT SUBRECIPIENT IS RESPONSIBLE FOR MAINTAINING AND MANNING A FACILITY ACCESSIBLE TO CITIZENS SEEKING TO CONDUCT BUSINESS WITH SUBRECIPIENT ON EVERY WORKING DAY OF THE YEAR. Such policies and procedures shall be in

accordance with applicable laws and regulations. Copies of such personnel policies, pay scales and internal operating procedures, including any amendments thereto, shall be furnished to the CITY.

11. Citizen Participation

The SUBRECIPIENT shall take such actions as may be necessary or appropriate to assure ongoing citizen participation in the projects or activities funded under this Agreement, as required by applicable law, regulations, guidelines, and CITY policy statements.

12. Conflict of Interest

No member, officer, or employee of The City, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercise or have exercised any functions or responsibilities regarding the program, or who can participate in a decision making process or gain inside information regarding activities, may obtain a financial interest or benefit from the assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to such assisted activity, or regarding proceeds of the assisted activity, either for themselves or those with whom they have business or immediate family ties, during his tenure or for one year thereafter, except as is outlined in Schedule "E", if applicable, which is incorporated as a part of this Agreement by reference.

13. Non-Discrimination Certificate

In connection with the performance of this Agreement SUBRECIPIENT agrees not to discriminate against any employee or applicant for employment because of race, creed, religion, color, national origin, sex, familial status, handicap, age or ancestry. SUBRECIPIENT further agrees to take affirmative action to insure that employees are treated without regard to their race, creed, color, national origin, sex, familial status, handicap, age or ancestry which actions shall include, but not be limited to employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, lay-off, or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

SUBRECIPIENT shall post the Non-Discrimination Statement attached hereto and labeled as Schedule "D" in a conspicuous place, available to employees and applicants for employment setting forth provisions of this section. SUBRECIPIENT further agrees to comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 and as supplemented in Department of Labor Regulations (41 CFR, Part 60). If the SUBRECIPIENT does not comply with this Non-Discrimination Statement, this Agreement may be canceled or terminated by the CITY and SUBRECIPIENT declared by the CITY ineligible for further contracts with the CITY until satisfactory proof of intent to comply is made by the SUBRECIPIENT. SUBRECIPIENT agrees to sign the Non-Discrimination Statement attached hereto and labeled as Schedule "D" and to include the non-discrimination clause in Schedule "D" in any subcontracts connected with performing this Agreement.

14. Hold Harmless Clause

The SUBRECIPIENT shall defend, indemnify and save harmless the CITY from any and all claims and causes of action against said CITY for damages or injury to any person or property arising solely out of, or in connection with the negligent performance or negligent acts of SUBRECIPIENT, its subcontractors, agents or employees under the terms of this Agreement. In addition to the foregoing, SUBRECIPIENT agrees to hold harmless the CITY from any liability arising from the claims of SUBRECIPIENT's developers, contractors, subcontractors or any

others, which SUBRECIPIENT might employ or obtain services or materials from in connection with the performance of this Agreement.

15. Independent Status

The SUBRECIPIENT agrees that it shall neither hold itself out as nor claim to be an officer, employee or agent of the CITY by reason of this Agreement, and that it will not by reason of this Agreement make any claim, demand, or application for any right or privilege applicable to an officer, employee or agent of the CITY, including, but not limited to, workmen's compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit. The SUBRECIPIENT shall provide property insurance in an amount satisfactory to the CITY for all property purchased with Block Grant Funds naming the CITY as co-insured. The SUBRECIPIENT shall provide Certificate of Insurance to CITY.

16. Termination

This Agreement incorporates the provisions of 24 CFR 85.43. Pursuant to 24 CFR 85.43, this Agreement may be suspended or terminated prior to the expiration of the term by unanimous written Agreement by the parties to this Agreement. The CITY may also unilaterally terminate or suspend this Agreement, in whole or in part, upon ten (10) day written notice from the CITY to the SUBRECIPIENT for the following reasons:

- a. Failure to perform the services set forth in the scope of services and requirements incident thereto.
- b. Making unauthorized or improper use of funds provided under this Agreement.
- c. Submission of an application, report or other documents pertaining to this Agreement which contains misrepresentation of any material aspect.
- d. The carrying out of the Scope of Services or the objectives of this Agreement is rendered improbable, unfeasible, impossible, or illegal.
- e. Failure of the U.S. Department of Housing and Urban Development (HUD) to make funds available or if HUD suspends funds for any reason.
- f. Upon the determination of the CITY that the Agreement be suspended or terminated, without cause.
- g. For the convenience of the CITY in accordance with 24 CFR 85.44.

Termination or suspension shall not affect otherwise valid and allowable obligations incurred in good faith prior to receipt of a notice of termination or suspension.

17. Compliance with Guidelines Set Forth by Community Development Citizens Committee

It is expressly understood between the CITY and the SUBRECIPIENT that:

SUBRECIPIENT shall not make change orders that would require an increase in the proceeds provided in this Agreement.

18. SUBRECIPIENT SHALL EXECUTE A LOBBYING CERTIFICATION ("SCHEDULE F") ANNUALLY AS AN INCLUSION IN THIS DOCUMENT.

19. BUDGETS  
IT IS EXPRESSLY UNDERSTOOD BY SUBRECIPIENT THAT BUDGETS SHALL NOT BE EXCEEDED IN ANY CASE. SUBRECIPIENT MAY REQUEST CONSIDERATION OF BUDGET REVISIONS BY THE CITY. EVERY REQUEST FOR BUDGET REVISION MUST BE SUBMITTED IN WRITING. SUBRECIPIENT SHALL NOT CONSIDER PROGRAM INCOME AS INCREASING BUDGET CAPACITY UNLESS APPROVAL HAS BEEN SOUGHT AND RECEIVED IN WRITING FROM THE CITY.
20. Miscellaneous  
Should it become necessary to determine the meaning or otherwise interpret any word, phrase or provision of this Agreement, or should the terms of this agreement in any way be the subject of litigation in any court of laws or equity, it is expressly agreed that the laws of the State of Oklahoma shall exclusively control same.
21. SUBRECIPIENT certifies by execution of this agreement that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. SUBRECIPIENT shall require that all sub contract agreements funded under this agreement will include this certification by the subcontractor
22. The funding under this agreement is conditioned on the CITY's determination to proceed with, modify or cancel any project based on the results of a subsequent environmental review

The parties hereto do agree to bind themselves, their heirs, executors, administrators, trustees, successors and assigns, all jointly and severally under the terms of this Agreement.

SUBRECIPIENT states it possesses experience, know-how, and ability in conducting and performing the program that is the subject of this Agreement and agrees to use such experience, know-how and ability in its prosecution and completion of this Agreement for the benefit of CITY. SUBRECIPIENT agrees to put forth its best efforts on behalf of the CITY and promises to adhere to good business and professional practices in its prosecution and completion of this Agreement.

[signatures appear on subsequent page]



IN WITNESS WHEREOF, the parties hereto set their hands this \_\_\_\_ day of \_\_\_\_\_ 2016.

**OKLAHOMA CITY URBAN  
RENEWAL AUTHORITY**

**THE CITY OF OKLAHOMA CITY**

By \_\_\_\_\_

\_\_\_\_\_  
Mick Cornett, Mayor

\_\_\_\_\_  
(Title)

ATTEST:

ATTEST:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
City Clerk

**REVIEWED** as to form and legality

\_\_\_\_\_  
Assistant Municipal Counselor

## **SCHEDULE "A"**

### **SCOPE OF WORK/NATIONAL OBJECTIVES**

The *SUBRECIPIENT* shall administer the activities funded under this agreement, utilizing the CDBG Program funds as may be dedicated for such use during the term of this agreement, specifically for accomplishing *the following*:

- a) \$50,000.00 is allocated as Housing Administration Funds under this Agreement. These shall be used exclusively to administer, manage, and monitor a housing project currently underway, which is known as the Sunbeam Multifamily Project located at 620 NW 21<sup>st</sup> Street, Oklahoma City, Oklahoma 73103. The project must meet a CDBG eligible activity as defined in 24 CFR 570.201 and the CDBG National Objective criteria at 24 CFR 570.208(a)(3), housing activities benefiting low and moderate income persons. The CITY has designated OCURA, as an authorized entity, to implement the project.

Project: Sunbeam Family Housing

Eligible CDBG Activities: Acquisition

Project Description and National Objective: Conversion/renovation to residential rental housing, provided that at least 51% of the units are reserved for low-to-moderate income households during the negotiated period of affordability.

- b) Up to but no more than \$788,880.00 of funding allocated in this Agreement shall be used to meet the CDBG National Objective criteria, activities to address slum and blight under 24 CFR 570.208(b)(1), Activities to address slum and blight on an area basis, and 24 CFR 570.208(b)(3) (i & ii); Activities to address slum and blight in an urban renewal area. SUBRECIPIENT shall also comply with and 24 CFR 570.505, Use of real property.
- c) The \$275,000.00 of prior year carryover funding allocated in this Agreement shall be used for activities that benefit low and moderate income persons, provided that moderate income persons do not benefit to the exclusion of low income persons. SUBRECIPIENT shall notify CITY in advance of any undertaking with allocated carryover funds to ensure the environmental responsibilities described in Section 6, subsection d. of this Agreement are met and that specific eligible activities and national objectives are documented in advance of the use of the funds. No reallocated program income shall be drawn by SUBRECIPIENT until the CITY has reviewed and approved in writing the project scope of work, detailed budget, development timeline, CDBG eligible activity and corresponding national objective and any project-specific exhibits the CITY may require, for example, a current (no more than six months old) property appraisal consistent with the Uniform Standards of Professional Appraisal Practice (USPAP) shall be required for any project proposing property acquisition.
- d) Up to but no more than \$300,000.00 of reallocated program income shall be used for any of the following activities: real property acquisition; clearance; remediation of environmental contamination; disposition for housing development provided that at least 51% of the units are reserved for low or moderate income households during the negotiated period of affordability; or disposition for special economic development for low to moderate income job creation.

For acquisition activities:

- i. Qualifying an acquisition activity under one of the CDBG national objectives depends on the use of the acquired real property following its acquisition.
- ii. A preliminary determination of the planned end use of the property for compliance



with a national objective is required prior to acquisition.

- iii. Where the acquisition is for the purpose of clearance which will eliminate specific conditions of blight or physical decay, the clearance activity may be considered the actual use of the property. However, any subsequent use or disposition of the cleared property must be treated as a “change of use” under 24 CFR 570.505.
- iv. Any money initially drawn under this section *d)* shall be pursuant to paragraph 6. c. of this Agreement.

DRAFT

**SCHEDULE "A-1"**  
**MISCELLANEOUS PROVISIONS**

1. SUBRECIPIENT shall notify the Planning Department, in writing, of the SUBRECIPIENT's status under the Audit Requirements of 2 CFR Part 200.501.
2. SUBRECIPIENT shall notify the Planning Department prior to the commitment of funds for any project involving property acquisition or construction work funded in part or fully with CDBG funds and shall allow the Planning Department the opportunity to review any draft contracts or subcontracts prior to execution.
3. SUBRECIPIENT, prior to any CDBG funded contract or subcontract award shall check, via the System for Award Management (SAM), the U.S. Department of Labor's Debarred companies or individuals that have been declared ineligible to receive Federal contracts due to a violation of Executive Order 11246, as amended; Section 503 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 793; and/or the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. Section 4212.
4. SUBRECIPIENT shall appropriately allocate activity delivery costs for each project carried out with funds under this Agreement and shall estimate these costs in budget form and appropriately document actual activity delivery expenses.
5. SUBRECIPIENT shall adopt the CITY Planning Department's determination of "affordable rents" and shall establish the CITY Planning Department's approved "affordability period" for each and any housing project contemplated to be undertaken to meet the National Objective of 570.208(a)(3), Housing activities benefiting low and moderate income persons. The CITY Planning Department's "affordable rent" and "affordability standard" shall be provided upon request or determined during project review.
6. SUBRECIPIENT, respective to rental and homebuyer housing projects, shall use the HUD income qualification standards specific to determining low and moderate income households, and shall adopt the CITY's HUD-approved method of determining maximum rents for the low and moderate income households. Specifically, SUBRECIPIENT shall use the HUD part 5 method of income determination for low and moderate income rental projects and the IRS method for homebuyer projects. CITY staff shall provide guidance to SUBRECIPIENT on how to comply with either method.
7. SUBRECIPIENT shall adhere, as applicable, to 24 CFR 570.208 (a)(3) for determining compliance with housing activities that meet a low and moderate income national objective .
8. SUBRECIPIENT shall adhere, as applicable, to Guidelines at 24 CFR 570.209 for evaluating and selecting economic development projects. These include Guidelines and objectives for evaluating project costs and financial requirements; Standards for evaluating public benefit; Amendments to economic development projects after review determinations; and Documentation.
9. SUBRECIPIENT shall adhere, as applicable, to 24 CFR 570.208 (a)(4) for determining compliance with job creation or retention activities to meet a low and moderate income national objective .

## **SCHEDULE “B” BUDGET**

Prior to draw down of funds for any new project or activity, SUBRECIPIENT shall have received CITY Planning Department approval for the project/activity scope of work and budget.

Draw requests shall be made in accordance with The CITY’s following requirements:

1. SUBRECIPIENT shall submit an invoice on company letterhead containing the SUBRECIPIENT company name, address and other contact information, along with sufficient backup documentation to evidence 1) need, or 2) work performed. By way of example, need may be evidenced by a SUBRECIPIENT draw schedule and the draw request submitted by SUBRECIPIENT along with progress reports in fulfillment of that schedule. Work performed may be evidenced by supplier or vendor invoices submitted to SUBRECIPIENT, a printout of SUBRECIPIENT’s expense ledger, etc.
2. SUBRECIPIENT shall submit with its initial draw request or have previously submitted its Minority Business Enterprise and Women Business Enterprise report(s) for the current or previous year’s activities.
3. SUBRECIPIENT shall submit with its draw requests or have previously submitted its initial Section 3 report(s) for the current or previous year’s activities. Section 3 reports apply to vendors and subcontractors as applicable.
4. SUBRECIPIENT shall ensure that a submitted draw request is date-stamped as received by the Planning Department. At the time of submission, SUBRECIPIENT may request a copy of the date-stamped page as evidence of submission. Denied draw requests shall be resubmitted and shall require a subsequent date-stamp. The date showing on any draw requests submitted by email shall serve as the date stamp.

**SCHEDULE "C"**  
**SECTION 3 COMPLIANCE**

**Page 1 of 2 Pages**

In compliance with regulations at 24 CFR Part 135 and Section 3 of the 1968 Housing and Urban Development Act, as amended, regarding Equal Employment Opportunity, SUBRECIPIENT hereby affirms that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low and very low income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low and very low income persons. No person shall be discriminated against or denied employment on the grounds of race, color, national origin, age, familial status, handicap or sex.

**Cathy O'Connor** is appointed as the Equal Employment Opportunity Officer for the SUBRECIPIENT to coordinate SUBRECIPIENT efforts, to advise and assist key personnel and staff, and officially serve as focal point for complaints with regard to Section 3 compliance, etc.

Furthermore, Section 3 requirements and language shall be in each subcontract bid and/or proposal subject to compliance with regulations in 24 CFR Part 135 for work on this project. SUBRECIPIENT shall require Section 3 and Executive Order 11246 Compliance by covered sub-contractors.

**UTILIZING LOWER INCOME RESIDENTS:**

To the maximum extent feasible, the SUBRECIPIENT and any subcontractors shall use lower income residents as trainees and workers (if qualified) to complete the work of this project. Special outreach efforts will be made to various public and private recruitment sources. Special emphasis will be made to recruit minorities in the project area.

SUBRECIPIENT and all developers, contractors and subcontractors shall determine by craft the approximate workforce needed to complete each project. The workforce needs shall be made known to local recruitment sources and within the housing authority complexes. Racial mix of the total workforce will, to the extent possible, reflect the racial mix in the project area.

**PROMOTION, DEMOTION, PAY RATES, LAYOFFS, ETC.:**

All personnel actions of the SUBRECIPIENT shall be made on a non-discriminatory basis without regard to race, color, national origin, age, familial status, handicap or sex. SUBRECIPIENT will inform each sub-contractor of these affirmative requirements and insure compliance.

**24 CFR 135.38 Section 3 Contract and Subcontract Clause**

All Section 3 covered contracts shall include the following clause (referred to as the Section 3 clause):

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low and very low income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

## **SCHEDULE “C” – SECTION 3 COMPLIANCE**

**Page 2 of 2 Pages**

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.

F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

### **RECORDS AND REPORTS:**

The SUBRECIPIENT shall submit all reports required in a timely fashion. SUBRECIPIENT shall also assure that all sub-contractors submit required reports as needed.

**SCHEDULE "D"**  
**NON-DISCRIMINATION STATEMENT**

*The City of Oklahoma City and its public trusts require contractors and subcontractors to ensure that employees and applicants for employment are treated without regard to their race, creed, sex, color, national origin, ancestry, age or disability as defined by the Americans with Disabilities Act of 1990, § 3 (2).*

*To that end contractors are required to execute and post this statement.*

The contractor agrees, in connection with the performance of work under agreement(s)/contract(s) with the City or its public trusts:

a. That the contractor will not discriminate against any employee or applicant for employment, because of race, creed, color, sex, age, national origin, ancestry or disability. The contractor shall take affirmative action to insure that employees are treated without regard to their race, creed, color, age, national origin, sex, ancestry or disability. Such actions shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment, advertising, lay-off, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The contractor agrees to post, in a conspicuous place available to employees and applicants for employment, this notice provided by the City Clerk/Secretary of the City/Trust, and;

b. That the contractor agrees to include this non-discrimination clause in any subcontracts connected with the performance of City/Trust agreement(s)/contract(s).

c. In the event of the contractor's non-compliance with the above non-discrimination clause, City/Trust agreement(s)/contract(s) may be canceled or terminated by the City/Trust. The contractor may be declared by the City/Trust ineligible for further agreement (s)/contract(s) with the City/Trust until satisfactory proof of intent to comply is made by the contractor.

**Oklahoma City Municipal Code Chapter 25, Section 25-41.**

OKLAHOMA CITY URBAN RENEWAL AUTHORITY

BY\_\_\_\_\_

**SCHEDULE "E"**  
**CONFLICTS OF INTEREST**

None Identified

DRAFT

**SCHEDULE "F"**  
**CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal Loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontract, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

OKLAHOMA CITY URBAN RENEWAL  
AUTHORITY

BY \_\_\_\_\_  
CHAIRPERSON/PRESIDENT

DATE \_\_\_\_\_

ATTEST:

SECRETARY



**SCHEDULE "G"**  
**GRANT POLICY AND PROCEDURE REVIEW CERTIFICATION FORM**

**Appendix II**

Annual Grant Policy and Procedure Review Certification

Please check each item as performed, sign and date the certification, and return to the GFA. Item

Initials

I acknowledge that Circulars A-87, A-102, and A-133 have been superseded by 2 CFR 200 (aka Super or Omni Circular)

I have read 2 CFR 200 in its entirety at least once

<http://www.gpo.gov/fdsys/pkg/FR-2013-12-26/pdf/2013-30465.pdf>

I am familiar with all requirements of the City of Oklahoma City Grant Policies and Procedures Manual

I have complied with all of the provisions of grants within my purview on a timely basis except when documented as such using normal CITY procedures.

List of Active Grants (attach additional sheets if necessary) B-16-

MC-40-0003

CDBG

I certify the initialed statements above are correct to my knowledge.

\_\_\_\_\_  
(Program Manager's signature)

\_\_\_\_\_  
(Date)

Oklahoma City Urban Renewal Authority  
Combining Balance Sheet and  
Statement of Revenues, Expenditures and Changes in Fund Balance  
as of and for the Twelve Months Ending June 30, 2016

	<u>Closeout</u> <u>Project</u> <u>Fund</u>	<u>Revolving</u> <u>Fund</u>	<u>Core to Shore</u> <u>MAPS 3</u> <u>Fund</u>	<u>Core to Shore</u> <u>Buffer</u>	<u>SEP II</u> <u>Fund</u>	<u>Harrison-</u> <u>Walnut</u> <u>Other Fund</u>	<u>Nonfederal</u> <u>Fund</u>	<u>OCRC</u>	<u>Bass Pro</u> <u>Shop</u> <u>Fund</u>	<u>Total</u>	<u>Budget</u> <u>2015-16</u>
Assets											
Cash	741,651	99,868	56,985	1,921,540	-	35,588	208,949	224,554	262,471	3,551,606	
Investments	4,217,250	-	-	-	-	-	-	-	-	4,217,250	
Accounts Receivable	-	23,329	-	-	-	-	-	-	-	23,329	
Due from Other Governmental Entities	78,456	24,337	-	-	-	-	-	-	-	102,793	
Due from (to) Other Funds	-	12,936	(300,466)	(965,663)	-	-	1,253,193	-	-	-	
Total Assets	5,037,357	160,470	(243,481)	955,877	-	35,588	1,462,142	224,554	262,471	7,894,978	
Liabilities and Fund Balances											
Accounts Payable	-	10	-	-	-	-	-	-	-	10	
Deposits	1,900	-	-	-	-	25,000	-	-	-	26,900	
Total Liabilities	1,900	10	-	-	-	25,000	-	-	-	26,910	
Total Fund Balances	5,035,457	160,460	(243,481)	955,877	-	10,588	1,462,142	224,554	262,471	7,868,068	
Total Liabilities and Fund Balances	5,037,357	160,470	(243,481)	955,877	-	35,588	1,462,142	224,554	262,471	7,894,978	
Revenues											
Grant Revenues - CDBG	525,077	-	-	-	982	3,028	-	-	-	529,086	1,825,000
Grant Revenues - Other	-	-	-	-	-	-	-	-	-	-	-
Rentals	58,778	-	-	-	-	-	-	-	576,771	635,549	720,000
Real Estate Sales	106,995	-	-	-	3,165,000	-	524,973	-	-	3,796,968	1,500,000
Interest	32,447	-	-	86	-	-	2,168	129	1,225	36,054	27,000
Core to Shore MAPS 3 Project	-	-	910,361	-	-	-	-	-	-	910,361	325,000
Other	559,539	-	-	2,000,000	-	-	1,420	10,100	-	2,571,059	-
Total Revenues	1,282,836	-	910,361	2,000,086	3,165,982	3,028	528,561	10,229	577,996	8,479,077	4,397,000
Expenditures											
General and Administrative	186,467	-	86,078	10,285	24,523	445,945	2,200	25	46,520	802,043	810,500
Real Estate Acquisition	937	-	1,082,473	2,128,455	-	-	84,472	-	-	3,296,336	1,750,000
Property Disposition	244,978	-	-	2,600	2,304,693	200	-	-	-	2,552,471	600,000
Site Clearance/Improvements	-	-	-	-	-	-	-	-	76,519	76,519	300,000
Legal	162,095	-	41,411	33,733	28,416	15,419	-	-	-	281,074	450,000
Other Professional	33,288	-	71,348	100,362	2,094	1,371	-	-	-	208,462	200,000
Property Management	251,865	-	9,629	-	15,540	35,533	-	-	146,990	459,556	465,500
Payments to the City of OKC	559,000	-	-	-	752,851	-	-	-	488,521	1,800,372	750,000
Other	25,865	-	-	-	21,061	16,905	425	7,343	16,947	88,547	40,000
Total Expenditures	1,464,494	-	1,290,939	2,275,435	3,149,176	515,373	87,097	7,368	775,497	9,565,380	5,366,000
Changes in Fund Balance	(181,658)	-	(380,578)	(275,349)	16,805	(512,345)	441,464	2,860	(197,502)	(1,086,303)	(969,000)
Fund Balance, Beginning of Year	5,973,800	-	41,413	1,231,227	-	5,588	1,020,677	221,694	459,973	8,954,371	
Transfers In (Out)	(756,684)	160,460	95,684	-	(16,805)	517,345	-	-	-	-	
Fund Balance, Current	5,035,457	160,460	(243,481)	955,877	-	10,588	1,462,142	224,554	262,471	7,868,068	

Unaudited - For Management Use Only

Oklahoma City Urban Renewal Authority  
Combining Balance Sheet and  
Statement of Revenues, Expenditures and Changes in Fund Balance  
as of and for the One Month Ending June 30, 2016

	<u>Closeout</u> <u>Project</u> <u>Fund</u>	<u>Revolving</u> <u>Fund</u>	<u>Core to Shore</u> <u>MAPS 3</u> <u>Fund</u>	<u>Core to Shore</u> <u>Buffer</u>	<u>SEP II</u> <u>Fund</u>	<u>Harrison-</u> <u>Walnut</u> <u>Other Fund</u>	<u>Nonfederal</u> <u>Fund</u>	<u>OCRC</u>	<u>Bass Pro</u> <u>Shop</u> <u>Fund</u>	<u>Total</u>
Assets										
Cash	741,651	99,868	56,985	1,921,540	-	35,588	208,949	224,554	262,471	3,551,606
Investments	4,217,250	-	-	-	-	-	-	-	-	4,217,250
Accounts Receivable	-	23,329	-	-	-	-	-	-	-	23,329
Due from Other Governmental Entities	78,456	24,337	-	-	-	-	-	-	-	102,793
Due from (to) Other Funds	-	12,936	(300,466)	(965,663)	-	-	1,253,193	-	-	-
Total Assets	5,037,357	160,470	(243,481)	955,877	-	35,588	1,462,142	224,554	262,471	7,894,978
Liabilities and Fund Balances										
Accounts Payable	-	10	-	-	-	-	-	-	-	10
Deposits	1,900	-	-	-	-	25,000	-	-	-	26,900
Total Liabilities	1,900	10	-	-	-	25,000	-	-	-	-
Total Fund Balances	5,035,457	160,460	(243,481)	955,877	-	10,588	1,462,142	224,554	262,471	7,868,068
Total Liabilities and Fund Balances	5,037,357	160,470	(243,481)	955,877	-	35,588	1,462,142	224,554	262,471	7,894,978
Revenues										
Grant Revenues - CDBG	170,691	-	-	-	982	3,028	-	-	-	174,700
Grant Revenues - Other	-	-	-	-	-	-	-	-	-	-
Rentals	1,283	-	-	-	-	-	-	-	52,434	53,717
Real Estate Sales	1,282	-	-	-	-	-	-	-	-	1,282
Interest	2,086	-	-	16	-	-	-	18	-	2,119
Core to Shore MAPS 3 Project	-	-	134,896	-	-	-	-	-	-	134,896
Other	559,000	-	-	-	-	-	-	-	-	559,000
Total Revenues	734,342	-	134,896	16	982	3,028	-	18	52,434	925,715
Expenditures										
General and Administrative	13,613	-	11,719	25	3,016	33,920	127	-	-	62,419
Real Estate Acquisition	600	-	172,211	-	-	-	-	-	-	172,811
Property Disposition	1,022	-	-	-	-	-	-	-	-	1,022
Site Clearance/Improvements	-	-	-	-	-	-	-	-	1,300	1,300
Legal	11,556	-	951	17,442	380	4,469	-	-	-	34,798
Other Professional	8,360	-	2,600	47,452	-	-	-	-	-	58,411
Property Management	19,918	-	4,463	-	-	5,480	-	-	12,386	42,247
Payments to the City of OKC	559,000	-	-	-	752,851	-	-	-	-	1,311,851
Other	-	-	-	-	-	-	-	-	-	-
Total Expenditures	614,068	-	191,945	64,919	756,247	43,868	127	-	13,686	1,684,859
Changes in Fund Balance	120,275	-	(57,049)	(64,903)	(755,265)	(40,841)	(127)	18	38,747	(759,145)
Fund Balance, Beginning of Period	5,671,867	-	(282,116)	1,020,780	772,071	(465,917)	1,462,268	224,536	223,724	8,627,213
Transfers In (Out)	(756,684)	160,460	95,684	-	(16,805)	517,345	-	-	-	-
Fund Balance, Current	5,035,457	160,460	(243,481)	955,877	-	10,588	1,462,142	224,554	262,471	7,868,068

Unaudited - For Management Use Only

Oklahoma City Urban Renewal Authority  
Schedule of Investments  
June 30, 2016

<u>Investments</u>	<u>Interest</u> <u>Rate</u>	<u>Maturity</u> <u>Date</u>	<u>Settlement</u> <u>Date</u>	<u>Amount</u>
Comenity Capital Bank CD	0.85%	09/15/16	09/15/14	250,000
Park National Bank CD	0.90%	09/16/16	09/19/14	250,000
Investor's Bank/Short Hills CD	0.80%	09/26/16	09/26/14	250,000
First Merit Bank Ohio CD	1.00%	10/31/16	10/31/14	245,000
Ally Bank CD	0.85%	01/30/17	01/29/15	245,000
BMW Bank North America CD	0.90%	03/13/17	03/11/15	245,000
Goldman Sachs Bank USA CD	0.85%	04/24/17	04/22/15	249,000
FirstBank Puerto Rico CD	0.95%	06/12/17	06/12/15	250,000
Capital One Bank USA NA CD	1.05%	06/19/17	06/17/15	249,000
Barclays Bank/Delaware CD	1.15%	09/18/17	09/16/15	245,000
Federal Home Loan Mtg Corp MTN	0.90%	09/18/17	01/08/16	999,250
Capital One NA CD	1.20%	10/30/17	10/28/15	245,000
American Express Centurion CD	1.20%	10/30/17	10/28/14	245,000
Medallion Bank Utah CD	0.95%	04/30/18	04/29/16	250,000
Total Investments	1.02%			4,217,250