

AGENDA FOR
SPECIAL MEETING OF
OKLAHOMA CITY URBAN RENEWAL AUTHORITY
THURSDAY, AUGUST 27, 2015
105 NORTH HUDSON AVENUE, SUITE 101
2:10 P.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 and Annual Meeting held on Wednesday, July 15, 2015

MAPS SPORTS ENTERTAINMENT PARKING

5. Resolution No. _____ Authorizing and Approving First Amendment to Restated and Amended Contract for Sale of Land and Redevelopment Agreement by and between the Oklahoma City Urban Renewal Authority and Shri Krishnapriya Hospitality, L.L.C.; Maps Sports-Entertainment-Parking Support Redevelopment Project
6. Resolution No. _____ Approving First Amendment to Contract for Sale of Land and Redevelopment Agreement between Oklahoma City Urban Renewal Authority and Newcrestimage Holdings, LLC, as Assigned to Supreme Bright Bricktown II, LLC, Maps Sports-Entertainment Parking Support Redevelopment Project

HARRISON/WALNUT

7. Resolution No. _____ Approving the Eleventh Amendment to the Contract for Sale of Land and Redevelopment between the Oklahoma City Urban Renewal Authority and The Hill at Bricktown, L.L.C., Harrison-Walnut Urban Renewal Project

COMMUNITY DEVELOPMENT BLOCK GRANT

8. Resolution No. _____ Authorizing a Community Development Block Grant Operating Agreement with the City Of Oklahoma City for Fiscal Year 2015–2016 and Execution of the Agreement by the Executive Director

JFK PROJECT AREA

9. Resolution No. _____ Authorizing and Approving an Amendment to the Redevelopment Agreement with Dr. Ruth Joyce Colbert Barnes Foundation, Inc., an Oklahoma Not-For-Profit Corporation, John F. Kennedy Urban Renewal Project

OCURA AGENDA

August 27, 2015

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CENTRAL BUSINESS DISTRICT

10. Resolution No. _____ Approving Combined First Amendment to Redevelopment Agreement and Financing Agreement with Civic Centre Flats, LLC, Central Business District Urban Renewal Project

GENERAL

11. Resolution No. _____ Approving a Gift Agreement between the Oklahoma City Urban Renewal Authority and the Oklahoma Historical Society for the Donation and Preservation of Certain Records
12. Receive Annual Report
13. Presentation of Interim Financial Report for the Period Ending July 31, 2015
14. Staff Report
15. Citizens to be heard
16. Adjournment

POSTED at the offices of the City Clerk and Oklahoma City Urban Renewal Authority by
2:10 a.m. on Tuesday, August 25, 2015 by Pam Lunnon, Executive Assistant

MINUTES OF REGULAR AND ANNUAL MEETING
OF THE
OKLAHOMA CITY URBAN RENEWAL AUTHORITY

A Regular and Annual Meeting of the Board of Commissioners of the Oklahoma City Urban Renewal Authority (“Authority”) were held on Wednesday, July 15, 2015 at 10:30 a.m. in the offices of the Authority located at 105 North Hudson, Suite 101, Oklahoma City, Oklahoma 73102.

The 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. J. Larry Nichols
Ms. Mary Mélon
Mr. Mark Beffort
Mr. James R. Tolbert
Mr. Russell M. Perry

Staff Members Present:

Catherine O’Connor, Executive Director
Dan Batchelor, OCURA General Counsel
Leslie Batchelor, OCURA Associate General Counsel
Geri Kenfield, The Alliance for Economic Development of Oklahoma City
Denise Balkas, The Alliance for Economic Development of Oklahoma City
Cassi Poor, 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

Others Present:

Steve Lackmeyer, The Oklahoman

The Chairman requested a motion to approve the circulated minutes of the Special Board Meeting of the Oklahoma City Urban Renewal Authority held on Thursday, June 18, 2015 at 9:00 a.m.

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

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

Minutes Adopted.

OCURA Board of Commissioners, Wednesday, July 15, 2015

The Chairman called for Election of Officers

Chairman stated it is time to conduct the annual election of officers for the Oklahoma City Urban Renewal Authority and the following has been recommended:

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

Commissioner Mélon moved to adopt the officers, and upon second by Commissioner Beffort, the vote was as follows:

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

Officers adopted.

The Chairman introduced the following resolutions:

GENERAL

Resolution No. 5709 entitled:

“Accepting the Proposal by BKD, LLP to Provide an Audit of Accounts for the Fiscal Year Ending June 30, 2015”

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

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

Resolution Adopted

Resolution No. 5710 entitled:

“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, 2015”

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

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

Resolution Adopted

Resolution No. 5711 entitled:

“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, 2015”

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

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

Resolution Adopted

Resolution No. 5712 entitled:

“Approving a Budget for the Period of July 1, 2015 through June 30, 2016”

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

Mr. J. Larry Nichols	Aye
Ms. Mary Mélon	Aye

OCURA Board of Commissioners, Wednesday, July 15, 2015

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

Resolution Adopted

Resolution No. 5713 entitled:

“Approving Annual Agreement Between the Oklahoma City Urban Renewal Authority and The Alliance for Economic Development of Oklahoma City, Inc., an Oklahoma Not-For-Profit Corporation, as to Scope of Services and Fee for those Services for Fiscal Year Beginning July 1, 2015 And Ending June 30, 2016”

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

Mr. J. Larry Nichols Aye
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 June 30, 2015

Staff Report

There being no further business to come before the Board, the meeting was adjourned at 10:36 a.m.

Secretary

OKLAHOMA CITY

**URBAN
RENEWAL
AUTHORITY**

To: Board of Commissioners
From: Catherine O'Connor, Executive Director
Date: August 27, 2015
Ref: Resolution Authorizing and Approving First Amendment to Restated and Amended Contract for Sale of Land and Redevelopment Agreement by and between the Oklahoma City Urban Renewal Authority and Shri Krishnapriya Hospitality L.L.C.; MAPS Sports-Entertainment-Parking Support Redevelopment Project

Background: The Oklahoma City Urban Renewal Authority (“Authority”) entered into the Restated and Amended Contract for Sale and Redevelopment Agreement (“Redevelopment Agreement”) with Shri Krishnapriya Hospitality LLC (“Redeveloper”) on May 1, 2014 for the acquisition and redevelopment of a parcel of land located near the northeast corner of Reno Avenue and Lincoln Boulevard. The OCURA parcel as shown on the attached map is a small portion of a larger tract for a proposed Staybridge Suites.

The Redevelopment Agreement currently reflects the Redeveloper’s agreement to commence construction of the hotel in August of 2014 with completion to occur in December of 2015. The Redeveloper has submitted Schematic Design Studies and Design Development Documents for the project and obtained Board approval in May of 2014.

The Redeveloper has indicated an investment of some \$1.8 million in the project to date, but has yet to commence construction. One of the largest issues impeding construction has been the use of a portion of the hotel tract as a staging area by ODOT for a new southbound off ramp adjacent to the hotel site on its eastern boundary. The redeveloper is requesting an amendment to the Redevelopment Agreement to extend the project’s commencement and completion dates to December 22, 2015 and December 22, 2016, respectively. These proposed dates coincide with start and completion dates indicated in the hotel franchise agreement.

Purpose of Agenda Item: To amend the Redevelopment Agreement’s commencement and completion dates for the project.

Staff Recommendation: Approval of Resolution.

Attachments: Map of Site, Letter from Redeveloper on Project Status, Letter from Hotel Franchise, First Amendment to the Restated and Amended Contract for Sale of Land and Redevelopment Agreement

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING AND APPROVING FIRST AMENDMENT TO
RESTATED AND AMENDED CONTRACT FOR SALE OF LAND AND
REDEVELOPMENT AGREEMENT BY AND BETWEEN THE OKLAHOMA CITY
URBAN RENEWAL AUTHORITY AND SHRI KRISHNAPRIYA HOSPITALITY,
L.L.C.; MAPS SPORTS-ENTERTAINMENT-PARKING SUPPORT REDEVELOP-
MENT PROJECT**

WHEREAS, the Oklahoma City Urban Renewal Authority (“Authority”) is engaged in carrying out the MAPS Sports-Entertainment-Parking Support Redevelopment Plan; and

WHEREAS, pursuant to the Redevelopment Plan, the Authority has previously approved a Restated and Amended Contract for Sale of Land and Redevelopment Agreement (“Redevelopment Agreement”) by and between the Authority and Shri Krishnapriya Hospitality, L.L.C., (“Redeveloper”) dated May 1, 2014, for the acquisition and development of a certain tract of land for a hotel development located near the northeast corner of Reno Avenue and Lincoln Boulevard (“Property”); and

WHEREAS, the Board of Commissioners of the Authority (“Board”) has previously approved Schematic Design Studies and Design Development Documents for the hotel development; and

WHEREAS, the Redeveloper has encountered delays in its development timeline to commence construction of the hotel development and has requested the Authority to approve an extension to the commencement and completion dates of construction; and

WHEREAS, the Board deems it appropriate and desirable to approve the First Amendment to Restated and Amended Contract for Sale of Land and Redevelopment (“First Amendment”) to extend the commencement and completion deadlines of the hotel development, and to authorize the Executive Director to execute the First Amendment.

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

1. The First Amendment by and between the Authority and Shri Krishnapriya Hospitality, LLC to extend the commencement and completion deadlines for the hotel development, is hereby approved, and the Executive Director is authorized and directed to finalize and execute the First Amendment.
2. The 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 First Amendment.

I, _____, Secretary of the Board of Commissioners for the Oklahoma City Urban Renewal Authority, certify that the foregoing Resolution No. _____ was duly adopted at a **special** meeting of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, held at its offices at 105 North Hudson, Suite 101, Oklahoma City, Oklahoma 73102, on the **27th** day of **August, 2015**; 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)

**FIRST AMENDMENT TO THE RESTATED AND AMENDED CONTRACT FOR
SALE OF LAND AND REDEVELOPMENT AGREEMENT**

This First Amendment to the Restated and Amended Contract for Sale of Land and Redevelopment Agreement (“First Amendment”) is made and entered into as of the ____ day of _____, 2015 (the “First Amendment Effective Date”) by and between the **OKLAHOMA CITY URBAN RENEWAL AUTHORITY**, a public body corporate (which, together with any successor corporation or public body or officer hereafter designated by law, is referred to as the “Authority”), and **SHRI KRISHNAPRIYA HOSPITALITY, L.L.C.**, an Oklahoma limited liability company (the “Redeveloper”). The Authority and the Redeveloper agree as follows:

RECITALS:

A. The Authority and Redeveloper entered into a Restated and Amended Contract for Sale of Land and Redevelopment Agreement dated effective May 1, 2014 (the “Redevelopment Agreement”) for the development and construction of a limited-service, high-quality hotel consisting of approximately one hundred rooms (the “Hotel”) on real property in Oklahoma City, Oklahoma County, Oklahoma, which is more particularly described in the Redevelopment Agreement.

B. The Authority and the Redeveloper desire to amend the Redevelopment Agreement to extend the dates for commencement and completion of the construction of the Hotel under the Redevelopment Agreement.

C. Unless otherwise defined in this First Amendment, the defined terms used herein shall have the meanings defined in the Redevelopment Agreement. To the extent the terms of this First Amendment are inconsistent with the terms of the Redevelopment Agreement, the terms of this First Amendment will control.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, the Authority and the Redeveloper agree as follows:

1. **Time for Commencement and Completion of Improvements.** As of the First Amendment Effective Date, the commencement and completion dates for construction, as described in Section 4 of the Redevelopment Agreement, are deleted and replaced as follows:

Commencement of Construction Date: Not later than December 22, 2015

Completion of Construction Date: Not later than December 22, 2016

2. **Counterpart Signatures.** This First Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one and the same document.

3. **Binding Effect.** Except as expressly modified and amended by this First Amendment, all the terms and conditions of the Redevelopment Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the Redeveloper has executed this First Amendment as of the First Amendment Effective Date.

REDEVELOPER: **SHRI KRISHNAPRIYA HOSPITALITY, L.L.C.**,
an Oklahoma limited liability company

By: _____
Amit Patel, Manager

ACKNOWLEDGEMENT

STATE OF _____)
) ss:
COUNTY OF _____)

Before me, the undersigned, a Notary Public in and for said County and State, on this _____ day of _____, 2015, personally appeared Amit Patel, to me known to be the identical person who executed the foregoing instrument as Manager of Shri Krishnapriya Hospitality, L.L.C., and acknowledged to me that he executed the same as his free and voluntary act on behalf of Shri Krishnapriya Hospitality, L.L.C., for the uses and purposes therein set forth.

Witness my hand and official seal the day and year above written.

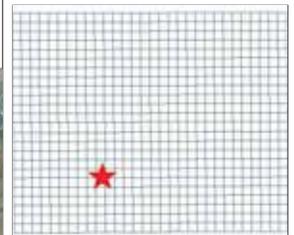
Notary Public

(SEAL)

My Commission Expires: _____
My Commission Number: _____



Reno & Lincoln



Legend

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



Scale: 1:2,316

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.

7/1/2015

Amit
Shri Krishnapriya Hospitality
7701 CA Henderson Blvd
Oklahoma City, OK 73139

Denise Balkas
105 N. Hudson Suite 101
Oklahoma City, OK 73102

Dear Denise,

I am writing this letter in regards to your email sent to me on 7/1/15. It has been a long dream of ours to get this project out of the ground. We have owned the land since 6/17/08 and worked on acquiring it for over a year. We have over a million dollars sitting there in land plus additional costs with no return yet. We originally planned for a Candlewood Suites and had it planned out. But with the mercy of the Lord we were able to acquire a higher end flag and we did so. In this process, we have had many hurdles stopping us to proceed and we have crossed many hurdles as well. There are many entities involved in this project that we must get blessings from. The City of OKC, Intercontinental Hotels Group, Oklahoma Department of Transportation, Bricktown Committee and OCURA. There are also two major storm water lines that goes right through this property. We are also a part of the BID district and have paid all of the property taxes and BID taxes on time. We had all of the approvals and then ODOT had an issue with a vendor in regards to the off ramp they are building adjacent to our lot. They have been using our land for staging heavy equipment to finish the off ramp. It seems that they might have the issue resolved as the work has continued now.

With this letter/e-mail I will attach all of the documents you have requested as well as point out a few of the points below.

Costs:

\$230,424.16 in fees (Architects, Franchise, Partial Building permit, etc.)
\$52,038.77 in property taxes
\$20,535.45 in bid district taxes
\$496,030.92 in interest expense
Roughly \$800,000.00 in costs. Plus the \$1,000,000.00 in land acquisition costs.

Permit:

The following was the email that we all had received 6/17/2015 in regards to permits.

As a result of the site impacts, the request for extension coming prior to expiration, and no anticipated revisions to the plans, a six month extension to the plans will be granted. Note that the new expiration date is date by which the contractor must obtain the work order and is not a construction completion date.

The revised plan dates as a result of the extension are:

1. PD-2376 – Paving and Drainage – 5/24/2016 (formerly 9/24/2015)
2. SD-2832 – Sanitary Sewer – 12/20/2015 (formerly 6/20/2015)
3. WA-2115/WD-1824 – Water – 12/23/2015 (formerly 6/23/2015)

Project Start/Completion:

We anticipate to start Dec. 2015 if everything permits and expect a 24 month construction time frame.

Sincerely,



Amit
Managing Partner
Shri Krishnapriya Hospitality

June 14, 2015

VIA EMAIL

Mr. Dharendra S. Patel
7701 C.A. Henderson Blvd.
Oklahoma City, OK 73139



Three Ravinia Drive
Suite 100
Atlanta, GA 30346-2149
www.ihg.com

RE: LICENSE AGREEMENT DATED SEPTEMBER 21, 2012 (AS SAME MAY HAVE BEEN AMENDED, THE "LICENSE") BETWEEN SHRI KRISHNAPRIYA HOSPITALITY, L.L.C. ("LICENSEE") AND HOLIDAY HOSPITALITY FRANCHISING, LLC ("LICENSOR") FOR THE STAYBRIDGE SUITES@ OKLAHOMA CITY-DOWNTOWN, OK/#16350 (THE "HOTEL")

Dear Mr. Patel:

As an accommodation to Licensee, we are pleased to confirm the following changes:

1. The License is hereby amended by deleting the first sentence of Paragraph B.2. of Attachment "B" in its entirety, and replacing it with the following:

Licensee must complete Ground Break of the Hotel by **December 22, 2015**. "Ground Break" means the completion of the Hotel building foundation through ground-level of the completion of the finished ground floor slab.

2. The License is hereby amended by deleting the first sentence of Paragraph B.3. of Attachment "B" in its entirety, and replacing it with the following:

Licensee must submit for Licensor's review and approval any and all signage, shop drawings, guest room FF & E and common area FF & E plans and associated specifications ("FF & E Specs") to Licensor, as designed and prepared by a licensed or accredited design professional with commercial building design background, no later than **January 22, 2016**.

3. The License is hereby amended by deleting in its entirety Paragraph B.8. of Attachment "B", and replacing it with the following:

Notwithstanding the occurrence of any events constituting force majeure, or any other cause, construction shall be completed and the Hotel shall be furnished, equipped and shall otherwise be made ready to open for business in accordance with the License not later than **December 22, 2016**.

As a convenience for you, this letter will serve as an amendment to the License for the Hotel to reflect the new milestone dates above, unless we receive your written objection

within 10 days of the date of this letter. If you so notify us that you are not in agreement with any of the extended milestone dates, then the original milestone dates will remain unchanged.

Please note that this extension does not change or affect in any way any other aspect of the License, and it does not change or affect in any way the Licensee's obligation to continue to comply with other requirements and milestones of the License.

Sincerely,

Kimberly Onley

Kimberly Onley
Regional Franchise Licensing Specialist
Franchise Licensing and Compliance

OKLAHOMA CITY
URBAN
RENEWAL
AUTHORITY

To: Board of Commissioners
From: Catherine O'Connor, Executive Director
Date: August 27, 2015
Ref: Resolution Approving First Amendment to Contract for Sale of Land and Redevelopment Agreement between Oklahoma City Urban Renewal Authority and Newcrestimage Holdings, LLC, as Assigned to Supreme Bright Bricktown II, LLC, Maps Sports-Entertainment Parking Support Redevelopment Project

Background: The Oklahoma City Urban Renewal Authority (“Authority”) has previously approved a Partial Assignment of that certain portion of the Redevelopment Agreement between the Authority and Bricktown Apartments, LLC and Bricktown East Sheridan Holdings, LLC (the “Bricktown Redeveloper”) for the development and construction of a select service, upscale hotel on real property located near the intersection of East Sheridan Avenue and North Lincoln Boulevard (designated in the Redevelopment Agreement as the “West Parcel”) to the Hotel Redeveloper. The West Parcel is part of a larger master planned development tract as noted on the attached map.

The Board has also previously approved a Contract for Sale of Land and Redevelopment Agreement between the Authority and the Hotel Redeveloper dated effective July 9, 2012 (the “Hotel Redevelopment Agreement”) and an Assignment and Assumption of the Hotel Redevelopment Agreement by NewcrestImage Holdings, LLC to Supreme Bright Bricktown II, LLC.

The Bricktown Redeveloper has completed extensive environmental testing and remediation activities, has received a Certificate of No Further Action from the Oklahoma Department of Environmental Quality, and has also completed the utilities relocation plan necessary for the development. In addition, the Hotel Redeveloper is developing plans for a dual-branded hotel development on the property, with supporting retail and restaurant services, rather than a single hotel development as originally contemplated in the Hotel Redevelopment Agreement. The hotels are an AC Marriott and a Hyatt Place.

The Hotel Redeveloper obtained Board approval in April of 2015 of Schematic Design Studies for each hotel. Final Design Development Documents are anticipated to be submitted to staff by the end of this month.

The Hotel Redeveloper has requested an extension to certain deadlines set forth in the Hotel Redevelopment Agreement.

Summary of Agenda Item: The proposed resolution amends the Hotel Redevelopment Agreement to extend certain deadlines under the Hotel Redevelopment Agreement, as follows:

- Design Development Documents by August 31, 2015
- Evidence of Financing Capacity by August 31, 2015
- Construction Documents by November 30, 2015
- Franchise Approval by August 31, 2015
- Loan Approval by November 30, 2015
- Construction Commencement by February 1, 2016
- Project Completion by December 31, 2017

Staff Recommendation: Approval of Resolution.

Attachments: Map of site.

RESOLUTION NO. _____

RESOLUTION APPROVING FIRST AMENDMENT TO CONTRACT FOR SALE OF LAND AND REDEVELOPMENT AGREEMENT BETWEEN OKLAHOMA CITY URBAN RENEWAL AUTHORITY AND NEWCRESTIMAGE HOLDINGS, LLC, AS ASSIGNED TO SUPREME BRIGHT BRICKTOWN II, LLC, MAPS SPORTS-ENTERTAINMENT PARKING SUPPORT REDEVELOPMENT PROJECT

WHEREAS, the Oklahoma City Urban Renewal Authority (“Authority”) is engaged in the redevelopment of an area (“Project Area”) of the City of Oklahoma City in accordance with the MAPS Sports-Entertainment-Parking Support Redevelopment Plan, as amended (“Redevelopment Plan”), adopted by the City Council of the City of Oklahoma City; and

WHEREAS, the Board of Commissioners of the Oklahoma City Urban Renewal Authority (“Board”) has previously approved a Contract for Sale of Land and Redevelopment dated September 19, 2012 (“Bricktown Redevelopment Agreement”) with Bricktown Apartments, LLC and Bricktown East Sheridan Holdings, LLC that contemplates construction of a high-quality mixed-use development in three phases located near the intersection of East Sheridan Avenue and North Lincoln Boulevard; and

WHEREAS, the Board has previously approved a Partial Assignment of the Bricktown Redevelopment Agreement to NewcrestImage Holdings, LLC for the development of a select service, upscale hotel on real property consisting of approximately 60,131 square feet located at the northeast corner of Russell M. Perry Avenue and East Sheridan Avenue (the “Hotel Redevelopment Site”); and

WHEREAS, the Board has previously approved the Contract for Sale of Land and Redevelopment Agreement dated July 9, 2012, (the “Hotel Redevelopment Agreement”) with NewcrestImage Holdings, LLC; and

WHEREAS, the Board of Commissioners of the Authority has approved Schematic Design Documents for a dual branded hotel development, a Hyatt Place and a Marriott AC, together with supporting retail or restaurant uses on the Hotel Redevelopment Site, subject to conditions and exceptions, if any, contained in the approval letter issued by the Executive Director; and

WHEREAS, the Board has previously approved an Assignment and Assumption of the Hotel Redevelopment Agreement by NewcrestImage Holdings, LLC to Supreme Bright Bricktown II, LLC (the “Hotel Redeveloper”); and

WHEREAS, the Hotel Redeveloper has determined additional time is needed to complete its development plans, to obtain franchise approval and to obtain financing, and has therefore requested an extension of time to submit Design Development Documents, Construction Documents, Evidence of Financing, Franchise Approval, and the Commencement and Completion Dates, all as set forth in the Hotel Redevelopment Agreement;

WHEREAS, the Board of Commissioners of the Authority deems it appropriate and desirable to approve the First Amendment to Contract for Sale of Land and Redevelopment (“First Amendment”) to extend the deadlines to submit Design Development Documents, Construction Documents, Evidence of Financing, and Franchise Approval, and to extend the Commencement and Completion Dates, and to make such other amendments as are appropriate and necessary for the development.

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

1. The First Amendment by and between the Authority and Supreme Bright Bricktown II, LLC to extend the deadlines to submit Design Development Documents, Construction Documents, Evidence of Financing, and Franchise Approval, and to extend the Commencement and Completion Dates, and to make such other amendments as are appropriate and necessary for the development, is hereby approved, and the Executive Director is hereby authorized and directed to finalize and execute the First Amendment.
2. The 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 First Amendment.

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 **special** meeting of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, held at its offices at 105 North Hudson Avenue, Suite 101, Oklahoma City, Oklahoma 73102, on the **27th** day of **August, 2015**; that said meeting was held in accordance with the By-Laws of the Authority and the Oklahoma Open Meeting 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)

Master Plan for East Bricktown Development



OKLAHOMA CITY

URBAN RENEWAL AUTHORITY

To: Board of Commissioners
From: Catherine O'Connor, Executive Director
Date: August 27, 2015
Ref: Resolution Approving the Eleventh Amendment to the Contract for Sale of Land and Redevelopment between the Oklahoma City Urban Renewal Authority and The Hill at Bricktown, L.L.C., Harrison-Walnut Urban Renewal Project

Background: On June 7, 2006, The Oklahoma City Urban Renewal Authority (“Authority”) and The Hill at Bricktown, L.L.C. (“Redeveloper”) entered into the Contract for Sale of Land and Redevelopment (“Redevelopment Agreement”) for the development of residential units pursuant to the Harrison-Walnut Urban Renewal Plan. There have been ten amendments to the Redevelopment Agreement. The First Amendment provided a reduction in costs of the purchase price in an amount not to exceed \$100,000 for the remediation necessary due to the discovery of two abandoned oil well sites. Subsequent amendments dealt primarily with the need to extend performance times. The proposed Eleventh Amendment provides:

- an extension of the Redeveloper’s obligation to complete the construction of 6 units on Block 2 on or before December 31, 2015 and Block 6 on or before December 31, 2016;
- an extension for the purchase of Block 5, Block 7 and the Town Hall/Clubhouse on or before December 31, 2015, June 30, 2016 and August 31, 2016, respectively; and
- dates for completion of construction of Block 5, Block 7, and the Town Hall/Clubhouse to be on or before December 31, 2016, June 30, 2017 and August 31, 2017, respectively.

Summary of Agenda Item: The resolution approves the Eleventh Amendment to the Contract for Sale of Land and Redevelopment with The Hill at Bricktown, L.L.C., for Block 5, Block 7 and the Town Hall/Clubhouse and provides an extension of the Redeveloper’s obligation to complete construction of 6 units of Block 2 and all of Block 6.

Recommendation: Approval of Resolution

Attachments: Map

RESOLUTION NO. _____

RESOLUTION APPROVING THE ELEVENTH AMENDMENT TO THE CONTRACT FOR SALE OF LAND AND REDEVELOPMENT BETWEEN THE OKLAHOMA CITY URBAN RENEWAL AUTHORITY AND THE HILL AT BRICKTOWN, L.L.C., HARRISON-WALNUT URBAN RENEWAL PROJECT

WHEREAS, the Oklahoma City Urban Renewal Authority (“Authority”) has undertaken implementation of the Harrison-Walnut Urban Renewal Plan (“Urban Renewal Plan”) pursuant to the approval and direction of The City of Oklahoma City; and

WHEREAS, pursuant to a public invitation for proposals, the Board of Commissioners of the Authority has previously approved a Contract for Sale of Land and Redevelopment (“Redevelopment Agreement”) with The Hill at Bricktown, L.L.C., an Oklahoma limited liability company (“Redeveloper”); and

WHEREAS, in order to continue the phased development of the Property, the Redeveloper requests an eleventh amendment (“Amendment”) to the Redevelopment Agreement; and

WHEREAS, the proposed Amendment provides for an extension of the Redeveloper’s obligation to complete construction of portions of the Property; and

WHEREAS, the Board of Commissioners of the Authority deems it appropriate and desirable to approve the proposed Amendment to the Redevelopment Agreement to allow for the continuation of the development.

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

1. The proposed Eleventh Amendment to the Redevelopment Agreement is hereby approved, and the Officers of the Authority are authorized to take such further actions and execute the Eleventh Amendment and such other documents as may be necessary to undertake the redevelopment in accordance with the approved Redevelopment Agreement, as amended.
2. The Officers, the 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 Redevelopment Agreement, as amended, including approval of corrections and clarifications thereof, and documents to support the development of future phases and to incur costs and approve contracts for surveys, appraisals, and other related contracts which are appropriate to performing the terms of the Redevelopment Agreement, as amended.

I, _____, Secretary of the Board of Commissioners for the Oklahoma City Urban Renewal Authority, certify that the foregoing Resolution No. _____ was duly adopted at a **special** meeting of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, held at its offices at 105 N. Hudson, Suite 101, Oklahoma City, Oklahoma 73102, on the **27th** day of **August, 2015**; that said meeting was held in accordance with the By-Laws of the Authority and the Oklahoma Open Meeting 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)

ELEVENTH AMENDMENT TO THE CONTRACT FOR SALE OF LAND AND REDEVELOPMENT BETWEEN OKLAHOMA CITY URBAN RENEWAL AUTHORITY AND THE HILL AT BRICKTOWN, L.L.C., PURSUANT TO THE HARRISON-WALNUT URBAN RENEWAL PLAN

THIS ELEVENTH AMENDMENT, effective on or as of the ___ day of August, 2015, amends the Contract for Sale of Land and Redevelopment dated June 7, 2006, as amended, by and between the **Oklahoma City Urban Renewal Authority**, an Oklahoma public body corporate (which, together with any successor corporation or public body or officer hereafter designated by or pursuant to law, is hereafter called the “Authority”), established pursuant to the Urban Redevelopment Law of the State of Oklahoma (“Urban Renewal Act”) and having its office at 105 N. Hudson, Suite 101, Oklahoma City, OK 73102; and **The Hill at Bricktown, L.L.C.**, an Oklahoma Limited Liability Company (“Redeveloper”) and having its offices at 101 Park Avenue, Suite 250, Oklahoma City, OK 73102.

WITNESSETH:

WHEREAS, the Authority has undertaken implementation of the Harrison-Walnut Urban Renewal Plan (“Urban Renewal Plan”) pursuant to the approval and direction of The City of Oklahoma City; and

WHEREAS, pursuant to a public invitation for proposals, the Board of Commissioners of the Authority has previously approved a Contract for Sale of Land and Redevelopment with the Redeveloper, as amended (“Redevelopment Agreement”) for the development of certain property (“Property”); and

WHEREAS, in order to continue the phased development of the Property, the Redeveloper and the Authority mutually agree to this Eleventh Amendment to the Redevelopment Agreement; and

WHEREAS, this Eleventh Amendment provides for an extension of the Redeveloper’s obligation to complete construction of portions of the Property; and

WHEREAS, the Authority and the Redeveloper deem it appropriate and desirable to approve and execute this Eleventh Amendment to the Redevelopment Agreement.

NOW, THEREFORE, in consideration of the promises and mutual obligations of the parties hereto, it is agreed that the Redevelopment Agreement, as previously amended by the First, Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, Ninth, and Tenth Amendments to the Contract for Sale of Land and Redevelopment by and between the Oklahoma City Urban Renewal Authority and The Hill at Bricktown, L.L.C., which were effective March 28, 2007 (“First Amendment”), July 15, 2009 (“Second Amendment”), October 20, 2010 (“Third Amendment”), April 20, 2011 (“Fourth Amendment”), August 10, 2011 (“Fifth Amendment”), August 16, 2012 (“Sixth Amendment”), October 17, 2012 (“Seventh Amendment”), December

8, 2013 (“Eighth Amendment”), March 6, 2014 (“Ninth Amendment”), and September 17, 2014 (“Tenth Amendment”) is further amended as follows:

SECTION I: RATIFICATION.

Except as amended hereby, the Redevelopment Agreement, the Early Entry Agreement (effective September 13, 2006), the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, the Ninth Amendment, and the Tenth Amendment are ratified and confirmed as the parties’ agreement covering the subject matter thereof.

SECTION II: SCOPE OF THIS ELEVENTH AMENDMENT.

The provisions of this Eleventh Amendment are intended to control over the provisions of the Redevelopment Agreement and the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment, Seventh Amendment, Eighth Amendment, Ninth Amendment, and Tenth Amendment thereto, notwithstanding any provisions to the contrary.

SECTION III: TIME FOR CERTAIN ACTIONS.

- (a) The construction of the Improvements on Lots 1 through 6 of Block 2 has commenced and shall be completed on or before December 31, 2015.
- (b) The construction of the Improvements on Lots 1 through 7 of Block 6 has commenced and shall be completed on or before December 31, 2016.
- (c) On or before December 31, 2015, the Redeveloper shall pay to the Authority the allocable portion of the purchase price under the Redevelopment Agreement and comply with all other requirements and conditions precedent for acquisition of Lots 1 through 5 of Block 5 of the Final Plat of the Hill at Bricktown Section 2 (Exhibit B) and thereupon it shall be conveyed by the Authority to the Redeveloper.
- (d) The construction of the Improvements on Lots 1 through 5 of Block 5 shall be commenced on or before December 31, 2015, and completed on or before December 31, 2016.
- (e) On or before June 30, 2016, the Redeveloper shall pay to the Authority the allocable portion of the purchase price under the Redevelopment Agreement and comply with all other requirements and conditions precedent for acquisition of Block 7 of the Final Plat of the Hill at Bricktown (Exhibit A) and thereupon it shall be conveyed by the Authority to the Redeveloper.
- (f) The construction of the Improvements on Block 7 shall be commenced on or before June 30, 2016, and completed on or before June 30, 2017.

- (g) On or before August 31, 2016, the Redeveloper shall pay to the Authority the allocable portion of the purchase price under the Redevelopment Agreement and comply with all other requirements and conditions precedent for acquisition of Common Area R of Final Plat of the Hill at Bricktown Section 2 (Exhibit B) and thereupon it shall be conveyed by the Authority to the Redeveloper.
- (h) The construction of the Improvements on Common Area R shall be commenced on or before August 31, 2016, and completed on or before August 31, 2017.

This Eleventh Amendment is effective as of the date first set forth above.

THE HILL AT BRICKTOWN, L.L.C.,
an Oklahoma limited liability company,

BY: _____
Dr. William Canfield, Manager

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

Before me, the undersigned, a Notary Public in and for said County and State, on this _____ day of August, 2015, personally appeared Dr. William Canfield, Manager, to me known to be the identical person who executed the foregoing instrument as the Manager of The Hill at Bricktown, L.L.C., and acknowledged to me that he executed the same as his free and voluntary act on behalf of The Hill at Bricktown, L.L.C., for the uses and purposes therein set forth.

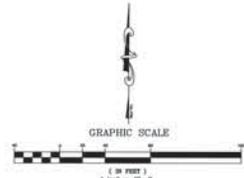
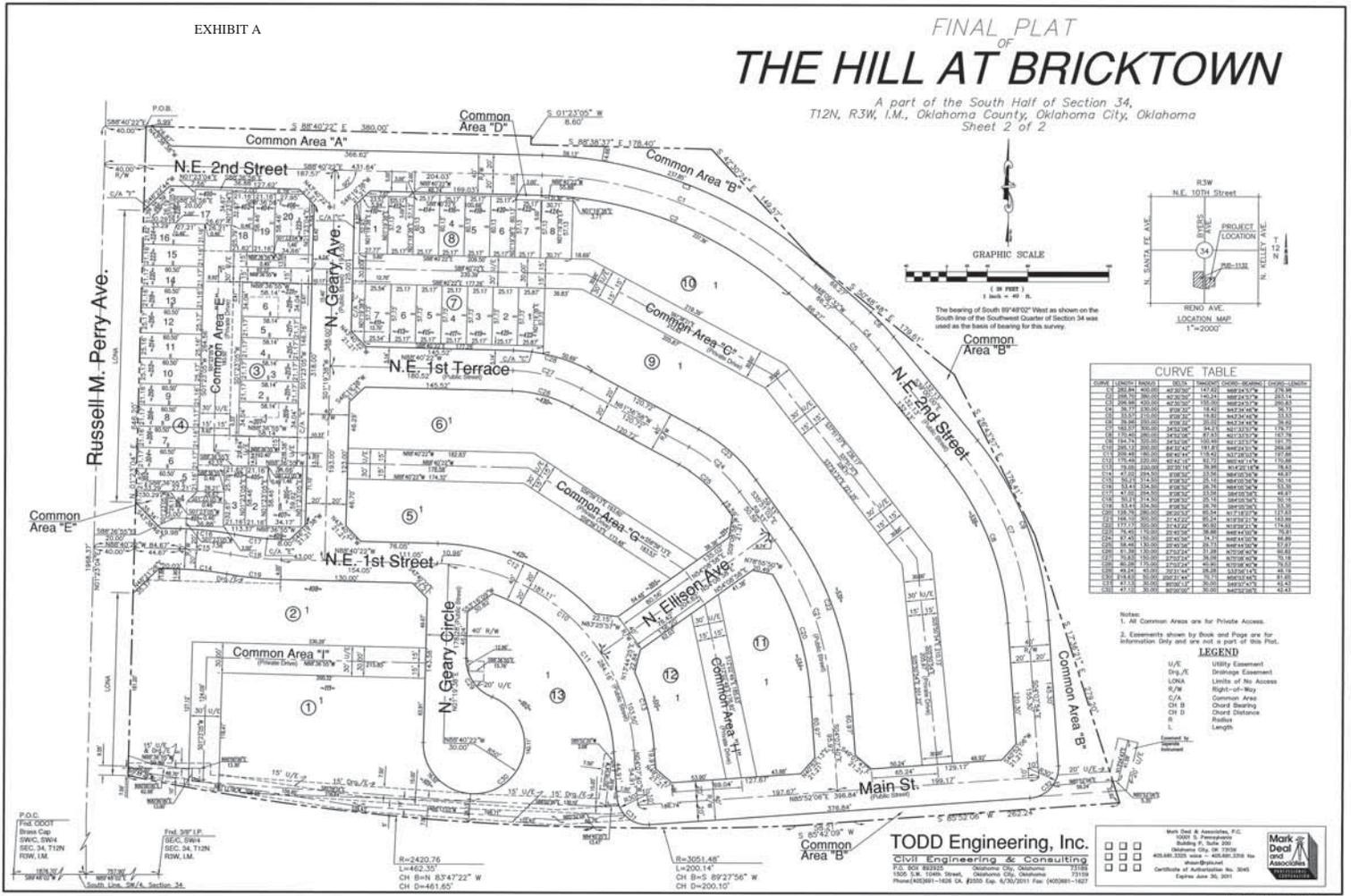
Witness my hand and official seal the day and year above written.

NOTARY PUBLIC

EXHIBIT A

FINAL PLAT OF THE HILL AT BRICKTOWN

A part of the South Half of Section 34,
T12N, R3W, I.M., Oklahoma County, Oklahoma City, Oklahoma
Sheet 2 of 2



The bearing of South 89°48'00" West as shown on the South line of the Southwest Quarter of Section 34 was used as the basis of bearing for this survey.



CURVE TABLE			
CURVE NO.	LENGTH (FEET)	CHORD BEARING	CHORD LENGTH
1	100.00	S 89°48'00" W	100.00
2	100.00	S 89°48'00" W	100.00
3	100.00	S 89°48'00" W	100.00
4	100.00	S 89°48'00" W	100.00
5	100.00	S 89°48'00" W	100.00
6	100.00	S 89°48'00" W	100.00
7	100.00	S 89°48'00" W	100.00
8	100.00	S 89°48'00" W	100.00
9	100.00	S 89°48'00" W	100.00
10	100.00	S 89°48'00" W	100.00
11	100.00	S 89°48'00" W	100.00
12	100.00	S 89°48'00" W	100.00
13	100.00	S 89°48'00" W	100.00
14	100.00	S 89°48'00" W	100.00
15	100.00	S 89°48'00" W	100.00
16	100.00	S 89°48'00" W	100.00
17	100.00	S 89°48'00" W	100.00
18	100.00	S 89°48'00" W	100.00
19	100.00	S 89°48'00" W	100.00
20	100.00	S 89°48'00" W	100.00
21	100.00	S 89°48'00" W	100.00
22	100.00	S 89°48'00" W	100.00
23	100.00	S 89°48'00" W	100.00
24	100.00	S 89°48'00" W	100.00
25	100.00	S 89°48'00" W	100.00
26	100.00	S 89°48'00" W	100.00
27	100.00	S 89°48'00" W	100.00
28	100.00	S 89°48'00" W	100.00
29	100.00	S 89°48'00" W	100.00
30	100.00	S 89°48'00" W	100.00
31	100.00	S 89°48'00" W	100.00
32	100.00	S 89°48'00" W	100.00
33	100.00	S 89°48'00" W	100.00
34	100.00	S 89°48'00" W	100.00
35	100.00	S 89°48'00" W	100.00
36	100.00	S 89°48'00" W	100.00
37	100.00	S 89°48'00" W	100.00
38	100.00	S 89°48'00" W	100.00
39	100.00	S 89°48'00" W	100.00
40	100.00	S 89°48'00" W	100.00
41	100.00	S 89°48'00" W	100.00
42	100.00	S 89°48'00" W	100.00

- Notes:
- All Common Areas are for Private Access.
 - Easements shown by Book and Page are for Information Only and are not a part of this Plat.

LEGEND

U/E	Utility Easement
Drg./E	Drainage Easement
L.O.A.	Limits of Site Access
R/W	Right-of-Way
C/A	Common Area
CH B	Chord Bearing
CH D	Chord Distance
R	Radius
L	Length

TODD Engineering, Inc.
 Civil Engineering & Consulting
 P.O. Box 933818
 Oklahoma City, Oklahoma 73198
 1505 S.W. 106th Street
 Phone: (405) 991-1028 Cell: (405) 991-1029 Fax: (405) 991-1027

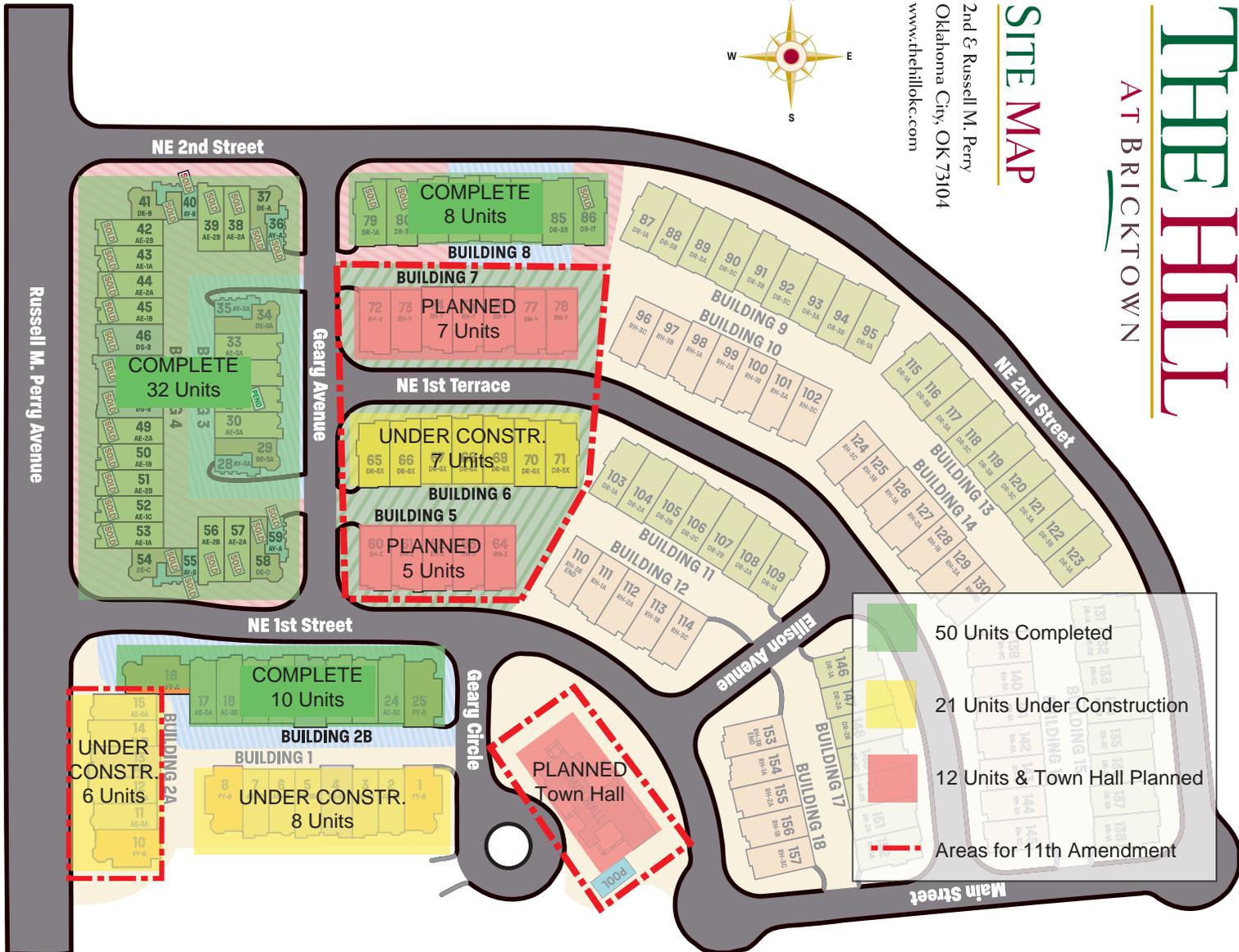
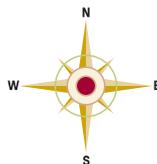
Mark Deal & Associates, P.C.
 1000 S. Pennsylvania
 Building #, Suite 200
 Oklahoma City, OK 73106
 405.466.3326 voice • 405.466.3316 fax
 www.markdeal.com
 Certified of Automation, Inc. 2004
 Expires Area 30, 2011

THE HILL

AT BRICKTOWN

SITE MAP

2nd & Russell M. Perry
 Oklahoma City, OK 73104
www.thehillokc.com



OKLAHOMA CITY

**URBAN
RENEWAL
AUTHORITY**

To: Board of Commissioners
From: Catherine O'Connor, Executive Director
Date: August 27, 2015
Ref: Resolution Authorizing a Community Development Block Grant Operating Agreement with the City of Oklahoma City for Fiscal Year 2015-2016 and the 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, 2015 through June 30, 2016. The budget is as follows:

Affordable Housing Loan Administration: \$50,000. During the last fiscal year, the Board approved two loans for the Dunbar and Sunbeam projects. Dunbar, a former school, will be renovated into affordable, elderly rental housing. Sunbeam, a former children’s home will be renovated into a mix of market rate and affordable housing. This line item is for administration of the federal regulatory requirements associated with each loan.

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

Carryover Funds. Lastly, **\$180,149** is being carried over from unexpended 2014-2015 operating funds.

Grand Total: \$1,019,029.00

A new feature of this year’s contract is the ability for OCURA to request up to \$500,000 in program income funds it is mandated to return to the City from the sale of land and other income producing activities. This money can be requested to be reallocated back to OCURA for a specific project or activity, but the request is subject to City review and approval for disbursement.

Summary of Agenda Item: The resolution authorizes the Executive Director to execute the 2015-2016 agreement.

Recommendation: Approval of Resolution

Attachments: Contract for CDBG Funding for 2015-2016

RESOLUTION NO. _____

RESOLUTION AUTHORIZING A COMMUNITY DEVELOPMENT BLOCK GRANT OPERATING AGREEMENT WITH THE CITY OF OKLAHOMA CITY FOR FISCAL YEAR 2015–2016 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, I 1 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 have reviewed the operating agreement proposed by the City, and they recommend its approval; and

WHEREAS, the Board of Commissioners of the Authority deems it appropriate and desirable to adopt and approve the proposed operating agreement for the fiscal year running from July 1, 2015 to June 30, 2016, 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 proposed Community Development Block Grant Operating Agreement with the City of Oklahoma City for the fiscal year running from July 1, 2015 to June 30, 2016 is hereby authorized and approved.
2. The Executive Director is authorized to execute said Agreement and 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 **special** meeting of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, held at its offices at 105 North Hudson, Suite 101, Oklahoma City, Oklahoma 73102, on the **27th** day of **August, 2015**; 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

CITY OF OKLAHOMA CITY
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) OPERATING
AGREEMENT:
FY 2015/2016
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 is to achieve viable urban communities is the conservation and expansion of the nation’s housing stock by providing decent housing, a suitable living environment and expanding economic opportunities principally for persons of low to moderate income as defined by the U. S. 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, 2015**, 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, 2015, retroactively, to June 30, 2016**.

All scheduled work provided for in this Agreement shall be completed by, or under contract

for completion, by **June 30, 2016**.

3. Funding

In exchange for the services and products to be provided under this Agreement, the CITY shall allocate to SUBRECIPIENT **FY 2015-16** Community Development Block Grant funds and/or prior year funds in an amount not exceed \$1,019,029.00 but only as such funds are available from the Federal Government, **and from no other source**. Program Income, if any, shall be administered in accordance with Section 6b(i)(ii) and (iii) below.

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

Housing Administration Funds	\$ <u>50,000.00;</u>
FY 2015-16 Allocated Funds	\$ <u>788,880.00;</u>
Carryover Funds	\$ <u>180,149.00;</u>
Program Income	\$ <u>0.00;</u>
Total	\$ <u>1,019,029.00.</u>

SUBRECIPIENT shall not incur commitments of funds against any portion of funding identified as “Carryover Funds” or “Program Income” until and unless notified by the CITY, in writing, that such funds have been set-up in the SUBRECIPIENT’S account and are available for use.

SUBRECIPIENT agrees to make expenditures in accordance with Schedule “A” and provisions of Schedule “B” attached hereto and incorporated as a part hereof by reference. 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, 2016**.

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. Subcontracts

SUBRECIPIENT may enter into subcontracts for necessary assistance in completing the scope of work that is the subject of this Agreement. Such subcontracts shall be in accordance with applicable law and regulations; and further, SUBRECIPIENT shall be

responsible for the work performed by such subcontractors and for all expenditures made under such subcontracts.

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. Further, SUBRECIPIENT shall comply with the terms and conditions contained in the funding contracts between CITY and the United States Department of Housing and Urban Development, which funding contracts are specifically made a part of this Agreement by reference. It is specifically agreed and understood by both parties hereto that SUBRECIPIENT must comply with all applicable regulations of the United States Department of Housing and Urban Development. 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 the U.S. Department of Housing and Urban Development or their authorized representatives.

b. Program Income

The receipt and disposition by SUBRECIPIENT of program income as defined in 24 CFR 570.500 (a) shall be in accordance with provisions of 24 CFR 507.504(c) which provides that this Agreement shall 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.
- (iii) If Program Income is a part of the SUBRECIPIENT funding composition as provided for in paragraph 3 of this Agreement, such program income shall be used to offset requests for funds on the next occurring request for funds, and provided further,

SUBRECIPIENT shall report all receipts of Program Income used in this manner in such request for funds.

c. Administrative Requirements.

SUBRECIPIENT shall comply with applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements of 2 CFR Part 200. Note: These requirements replace the provisions of A-21 (“Cost Principles for Educational Institutions”); A-87 (“Cost Principles for State, Local and Indian Tribal Governments”); A-110 (“Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations”); A-122 (Cost Principles for Non-Profit Organizations), A-89 (Federal Domestic Assistance Program Information); A-102 (“Grants and Cooperative Agreements with State and Local Governments”); A-133 (“Audits of States, Local Governments, and Non-Profit Organizations”); and A-50 (“Audit Followup”).

In matters of Program Income, SUBRECIPIENT shall comply with the provisions of 24 CFR 570.504(c) and paragraph 6b above.

In matters concerning Real Property, SUBRECIPIENT shall comply with the provisions of 24 CFR 570.505.

In matters concerning the disposition of equipment, the following shall apply:

- (i) 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
- (ii) Equipment not needed for CDBG activities shall be transferred to the CITY for the CDBG program or shall be retained after compensating the CITY.

Concerning termination of this Agreement, SUBRECIPIENT shall comply with the provisions of 570.503(b)(7) as well as Section 17 of this Agreement.

d. 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 52.
- (iii) 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.

e. 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 with CDBG funds in excess of \$25,000 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 improvement to, the property.

f. Documentation Necessary for Required Assurances

SUBRECIPIENT shall appoint compliance officers for the purposes of insuring 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.

g. Religious Organizations

In accordance with the First Amendment, CDBG funds may not be used for religious activities or provided to primarily religious entities for 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)

All contractors and subcontractors performing on federal contracts in excess of two thousand dollars (\$2,000.00) (and contractors or subcontractors performing on federally assisted contracts under the related Acts), except with respect to contracts for the rehabilitation or construction of residential property containing less than eight (8) units, must pay their laborers and mechanics not less than the prevailing wage rates and fringe benefits listed in the contract's 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.

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

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 are also required to pay employees weekly and to 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

c. Executive Order 13658 in 29 CFR Part 10

The Order requires that the hourly minimum wage paid by contractors or subcontractors to workers performing on contracts funded with Federal funds must be (i) \$10.10 per hour, beginning January 1, 2015; and (ii) beginning January 1, 2016, and annually thereafter, an amount determined by the Secretary of Labor.

All contracts, including lower-tier subcontracts, must specify, as a condition of payment, that the minimum wage to be paid to workers, including workers whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(c)(1) in the performance of the contract or any subcontract thereunder, shall be at least \$10.10 per hour beginning January 1, 2015.

8. Reports and Audits

SUBRECIPIENT shall furnish to CITY all reports required by the United States Department of Housing and Urban Development 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. CITY, the Federal Grant agency 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 subcontractors of SUBRECIPIENT, for the purpose of making audit examination, excerpts and transcriptions.

A FINANCIAL STATUS REPORT, IN THE FORM PROVIDED BY THE CITY, SHALL BE SUBMITTED TO THE CITY FOR REVIEW BY THE CLOSE OF BUSINESS ON THE TENTH CALENDAR DAY OF EACH MONTH DURING THE TERM OF THIS AGREEMENT. SAID FINANCIAL STATEMENT MUST BE IN AGREEMENT WITH SUBRECIPIENT'S RECORDS AND ACCOUNTS.

SUBRECIPIENT SHALL SUBMIT TO THE CITY A COPY OF ITS ANNUAL INDEPENDENT AUDIT (A-133) WITHIN 30 DAYS AFTER RECEIPT OF THE REPORT, BUT NOT LATER THAN NINE MONTHS AFTER THE END OF THE AUDIT PERIOD (OR SUCH LONGER PERIOD AGREED TO IN ADVANCE BY THE CITY).

9. Preparation of Community Development Grant Application

The CITY shall be responsible for the preparation of the formal application to the United States Department of Housing and Urban Development for Community Development Grant funds. When requested by CITY, SUBRECIPIENT shall 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. Compliance with CITY Policy Statements

CITY policy statements applicable to the CITY's community development program are attached hereto and labeled as Schedule "D," and are made a part of this agreement by reference. SUBRECIPIENT and all sub-contractors shall comply with such CITY policy statements.

12. 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.

13. 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 with respect to the program, or who are in a position to participate in a decision making process or gain inside information with regard to 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 with respect to 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.

14. Non-Discrimination Certificate

In connection with the performance of this Agreement, the SUBRECIPIENT agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, familial status, handicap, age or ancestry. The 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. The SUBRECIPIENT further agrees to post in a conspicuous place, available to employees and applicants for employment notices to be provided by the City Clerk of CITY setting forth provisions of this section. The 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). In the event of the SUBRECIPIENT’s non-compliance with this non-discrimination clause, this Agreement may be canceled or terminated by the CITY and the SUBRECIPIENT declared by the CITY ineligible for further contracts with the CITY until satisfactory proof of intent to comply shall be made by the SUBRECIPIENT. SUBRECIPIENT further agrees to include this non-discrimination clause in any subcontracts connected with the performance of this Agreement.

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

16. 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.

17. Termination

This Agreement incorporates the provisions of 24 CFR 85.43. In accordance with 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.

18. 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.

19. SUBRECIPIENT SHALL EXECUTE A LOBBYING CERTIFICATION (“SCHEDULE F”) ANNUALLY AS AN INCLUSION IN THIS DOCUMENT.

20. 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.

21. 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.
22. 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.
23. 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 that 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 herein 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 _____, 2015.

**OKLAHOMA CITY URBAN
RENEWAL AUTHORITY**

THE CITY OF OKLAHOMA CITY

By: _____
Cathy O'Connor, Executive Director

By: _____
Mick Cornett, Mayor

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 two housing projects currently underway, which are known as the Sunbeam Multifamily Project located at 620 NW 21st Street, Oklahoma City, Oklahoma 73103, and the Dunbar Senior Housing Project located at 1432 NE 7th Street, Oklahoma City, Oklahoma 73117. Each project must meet CDBG eligible activities 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 projects.

Projects:

Sunbeam Family Housing and Dunbar Senior Housing

Eligible CDBG Activities: Acquisition

Project Description and National Objective:
Conversion/renovation of each project building to residential rental housing, provided that at least 51% of the units in each project 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” pursuant to 24 CFR 570.208(b) (3) (i & ii), “activities to address slum and blight in an urban renewal area,” and 570.505 use of real property.
- c) At least \$180,149.00 of funding allocated under 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 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.

**SCHEDULE “A-1”
MISCELLANEOUS PROVISIONS**

SUBRECIPIENT shall notify the Planning Department, in writing, of the Contractor’s status under the Audit Requirements of 2 CFR Part 200.

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.

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.

SUBRECIPIENT shall appropriately allocate program delivery costs for each project carried out with funds under this Agreement and shall estimate these costs in budget form and appropriately document actual program delivery expenses.

SUBRECIPIENT shall adopt the Planning Department’s determination of “affordable rents” as approved by the Department of Housing and Urban Development and shall establish the 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.

SUBRECIPIENT shall adopt the HUD income qualification standards specific to determining low and moderate income households, and shall adopt the CITY’s HUD-approved methods of determining income eligibility respective to rental and homebuyer housing projects. Specifically, SUBRECIPIENT shall adopt the part 5 method of income determination for low-moderate income rental projects and the IRS method for homebuyer projects.

**SCHEDULE “B”
BUDGET**

Prior to commencement of any project, SUBRECIPIENT shall submit to the CITY a detailed budget for the activity to be conducted with funds provided under this Agreement.

**SCHEDULE “C”
SECTION 3 COMPLIANCE**

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 will be in each subcontract bid and/or proposal for work on this project. SUBRECIPIENT will 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 will 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 subcontractors will determine by craft the approximate workforce needs to complete the 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.

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”
CITY POLICY STATEMENTS FOR THE COMMUNITY DEVELOPMENT BLOCK
GRANT

A. Procurement Standards:

1. All procurement transactions regardless of whether negotiated or advertised, and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition consistent with the Cost Principles for Nonprofit Organizations, OMB Circular A-87, relocated as of December 26, 2014 to 2 CFR, Part 225, and such other standards as may be incorporated in this Agreement by the CITY.
2. Positive efforts shall be made by SUBRECIPIENT to utilize small business and minority-owned business sources of supplies and service.
3. An inventory of all articles purchased over \$500 that is considered federal equipment or property shall be recorded in the SUBRECIPIENT’S inventory records. A copy of the inventory shall be kept up to date and submitted to the Planning Department-Community Development Division staff upon reasonable request.
4. All loss, damage or theft of equipment or supplies purchased with CDBG monies shall be investigated and fully documented by the Oklahoma City Police Department. A copy of the Police Report is to be forwarded within ten (10) business days to the Planning Department; Community Development Division and items lost due to theft removed from inventory list.

B. Program Income:

1. 24 CFR 570.504(c) provides that this Agreement shall specify whether program income is to be returned to the CITY or retained by the SUBRECIPIENT. In accordance with the provision that all program income earned during the grant period shall be returned to the CITY in accordance with paragraph 6.c, of this Agreement.
2. All program income earned in whole or in part with CDBG funds shall be reported monthly on the Financial Status Reports. Project income shall be returned to The CITY for deposit in accordance with paragraph 6.c. above.
3. The SUBRECIPIENT may submit a written request for use of the program income returned to the CITY along with a proposed revised budget. The request shall identify specific activities for which the funds would be used. The CITY will consider such requests in light of its responsibilities for meeting national objectives and maintaining mandated spending ratios. The CITY shall approve or deny each such request from the SUBRECIPIENT, in writing.

4. Funds shall not be used for expenditures that are not contained in an approved budget. Expenditures for program activities using program income shall be reported expended as federal dollars. SUBRECIPIENT shall not consider program income as an automatic increase in budget capacity. All budgets are subject to the provisions set forth in the Handbook for Subgrantees that is incorporated herein by reference.

C. Federal Audits, Records

1. SUBRECIPIENT shall employ those management techniques necessary to insure adequate and proper fiscal accountability of all Community Development Block Grant (CDBG) funds received and disbursed. This may include but not be limited to separate ledgers for CDBG funds and/or a separate bank account with ledger documentation.
2. A record of all CDBG expenditures including payroll, purchase vouchers, and claims, etc. shall be kept on file by the SUBRECIPIENT and reserved for a three-year period.
3. Quarterly programmatic progress reports shall be retained by the SUBRECIPIENT for the period(s) specified in 24 CFR Part 84.53.
4. Expenditures by SUBRECIPIENT prior to the term of this Agreement shall not be eligible expenditures under CDBG funding.
5. SUBRECIPIENT shall submit to the CITY a copy of any audit reports pertaining to the use of CDBG funds.
6. Non-profits must comply with the independent audit provisions of 2 CFR Part 200 if applicable. SUBRECIPIENT shall notify the Planning Department, in writing, no later than August 1 of the SUBRECIPIENT's status under the A-133 audit requirements.

D. CDBG Funding Drawdown Procedure:

OMB Circular A-110, relocated as of December 26, 2014 to 2 CFR, Part 215, pertaining to payment procedures at 24 CFR Part 84.22 provide in part:

“Cash advances to the recipient organization shall be limited to the minimum amount needed and shall be timed to be in accord only with the actual, immediate cash requirements of the recipient organization in carrying out the purpose of the approved program or project. The timing and amount of cash advances shall be as close as is administratively feasible to the actual disbursement by the recipient organization for direct program cost, and the proportionate share of any allowable indirect cost.”

Requests by SUBRECIPIENT for CDBG funds shall, considering the limitation stated above, be based on projected need rather than 1/12th of the total allocation or similar

formulas and shall be due into the CDBG staff ten (10) working days prior to the expected receipt of actual funds.

Monthly Financial Status Reports for the previous month shall be submitted by the tenth calendar day of each month.

E. Personnel Changes:

By-laws, personnel policies, pay scales and internal operating procedures of SUBRECIPIENT shall be the responsibility of and determined by its Board of Directors in accordance with applicable law and regulations. Copies of such personnel policies, by-laws, pay scales and

internal operating procedures, along with any changes in connection therewith, shall be furnished to the CITY for its review and comment.

F. The CDBG staff shall be furnished copies of all licenses and certifications of Public Liability Insurance for all Community Development Block Grant Programs within two weeks after the execution of this Agreement.

The requirements of Schedule "D" of this Agreement are herewith acknowledged and understood.

**OKLAHOMA CITY URBAN RENEWAL
AUTHORITY**

By: _____

SCHEDULE "E"
CONFLICTS OF INTEREST

None Identified

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

OKLAHOMA CITY

**URBAN
RENEWAL
AUTHORITY**

To: Board of Commissioners
From: Catherine O'Connor, Executive Director
Date: August 27, 2015
Ref: Resolution Authorizing and Approving an Amendment to the Redevelopment Agreement with Dr. Ruth Joyce Colbert Barnes Foundation, Inc. an Oklahoma Not-For-Profit Corporation, John F. Kennedy (JFK) Urban Renewal Project.

Background: The Oklahoma City Urban Renewal Authority (“Authority”) entered into an agreement with the Dr. Ruth Joyce Colbert Barnes Foundation, Inc. (“Foundation”) in February of 2015 to develop three single family homes on vacant infill lots in the JFK neighborhood. The parcels are located at NE 11th and Kate Avenue. The project commencement date was July 1, 2015 and Dr. Barnes did not meet that deadline. She has been working on building single family homes in the neighborhood on lots which she privately purchased. This work delayed the start of her project on the Authority’s lots.

She is proposing a revised development schedule as follows:

- Start of first home by January 11, 2016
- Completion of two homes by December 31, 2016
- Completion of third and final home by April 30, 2017

Given that Dr. Barnes is one of the few developers interested in scattered site, in fill lots in the JFK area and since she is currently working on homes on lots she privately acquired, staff is supportive of her revised project timelines.

Additionally, since the approval of her redevelopment agreement in February, she has had the design of two homes approved that meet the new design standards adopted by the Board in March. This amendment to the Redevelopment Agreement also includes the expectation that these designs will be used on the three lots.

Summary of Agenda Item: Amendment to Redevelopment Agreement to Extend Timelines for project commencement and completion.

Recommendation: Approval of Resolution

Attachments: Amendment to Redevelopment Agreement, Approved Home Models

RESOLUTION NO. _____

RESOLUTION AUTHORIZING AND APPROVING AN AMENDMENT TO THE REDEVELOPMENT AGREEMENT WITH DR. RUTH JOYCE COLBERT BARNES FOUNDATION, INC., AN OKLAHOMA NOT-FOR-PROFIT CORPORATION, JOHN F. KENNEDY URBAN RENEWAL PROJECT

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 Authority has previously approved a Redevelopment Agreement by and between the Authority and Dr. Ruth Joyce Colbert Barnes Foundation, Inc. (“Redeveloper”) dated February 11, 2015, for the development of the following parcels of land located within the Project Area:

All of Lots Nineteen (19) through Twenty-two (22) and Lots Thirty-one (31) through Thirty-two (32), Block Eighteen (18), Culbertson’s East Highland Addition; and

WHEREAS, the Redeveloper has approached the Authority to negotiate an amendment to the Redevelopment Agreement (“Amendment”) allowing for an extension of time for certain performance obligations set forth in the Redevelopment Agreement; and

WHEREAS, the Authority’s Board of Commissioners deems it appropriate and desirable to authorize the Amendment and to authorize the Executive Director to execute the Amendment.

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

1. The Amendment to the Redevelopment Agreement by and between the Authority and Dr. Ruth Joyce Colbert Barnes Foundation, Inc., is hereby authorized and approved, and the Executive Director, is authorized and directed to finalize and execute the Amendment.
2. The 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 Redevelopment Agreement, as amended, including approval of further amendments, corrections and 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 may be appropriate to performing the terms of the Redevelopment Agreement, as amended.

I, _____, Secretary of the Board of Commissioners for the Oklahoma City Urban Renewal Authority, certify that the foregoing resolution was duly adopted at a **special** meeting of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, held at its offices at 105 North Hudson, Suite 101, Oklahoma City, Oklahoma 73102, on the **27th** day of **August, 2015**; 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)

**AMENDMENT TO
CONTRACT FOR SALE OF LAND AND REDEVELOPMENT
BETWEEN
OKLAHOMA CITY URBAN RENEWAL AUTHORITY
and
DR. RUTH JOYCE COLBERT BARNES FOUNDATION, INC.**

THIS AMENDMENT, effective on or as of the August 27, 2015, amends the Contract for Sale of Land and Redevelopment dated February 11, 2015 (“Redevelopment Agreement”), by and between the **OKLAHOMA CITY URBAN RENEWAL AUTHORITY**, an Oklahoma public body corporate (“Authority”), established pursuant to the Urban Redevelopment Law of the State of Oklahoma (“Urban Renewal Act”), and having its offices at 105 North Hudson Avenue, Suite 101, Oklahoma City, Oklahoma 73102; and **DR. RUTH JOYCE COLBERT BARNES FOUNDATION, INC.**, an Oklahoma not-for-profit corporation (“Redeveloper”) acting as project lead in a collaboration with the Oklahoma Sovereign Arts Foundation, and having a mailing address of P.O. Box 14615, Oklahoma City, Oklahoma 73113.

WITNESSETH:

WHEREAS, in furtherance of the objectives of the Urban Renewal Act, Authority has undertaken a program for the clearance and rehabilitation of slum and blighted areas in the City of Oklahoma City (“City”), and in this connection is engaged in carrying out an urban renewal plan (“Urban Renewal Plan”) known as the John F. Kennedy Urban Renewal Project (“Project”) in an area (“Project Area”) located in the City; and

WHEREAS, pursuant to the Urban Renewal Plan, the Board of Commissioners of the Authority approved the Redevelopment Agreement, which reflects the terms for undertaking the development in accordance with the Urban Renewal Plan; and

WHEREAS, the parties desire to amend the Redevelopment Agreement.

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 that the Redevelopment Agreement is amended as follows:

1. Section 301 of the Redevelopment Agreement is amended to read as follows:

Section 301. Time for Commencement and Completion of Improvements.

The Construction of the Improvements which are referred to in Section 305 below will be commenced and completed in accordance with the following schedule:

COMMENCEMENT DATE: No later than January 11, 2016

COMPLETION DATES:

First Two Homes — No later than December 31, 2016

Third Home — No later than April 30, 2017

2. Section 302(a) of the Redevelopment Agreement is amended to read as follows:

Section 302. Time for Certain Actions.

(a) Submission of Design Documents. The Redeveloper will prepare or have prepared Design Documents for submission to the Authority no later than two (2) months before the Commencement Date. Design Documents shall consist of drawings, site plans, floor plans, elevations and other documents illustrating the size and character of the redevelopment project as to structural, mechanical and electrical systems, materials and other such essentials (including contracts with the development team) as may be determined by the Authority to be appropriate. Design Documents shall adhere to the two Authority-approved model plans previously submitted by the Redeveloper as shown in Exhibit A to the Amendment to this Agreement dated August 27, 2015. The Authority shall, in its discretion, approve, disapprove, or impose further requirements with respect to the Design Documents within thirty (30) days of the date of submission.

IN WITNESS WHEREOF, the Authority has caused this Amendment to Contract for Sale of Land and Redevelopment to be duly executed in its name and behalf by its Executive Director, and the Redeveloper has caused this Amendment to be duly executed in its name and behalf by its Authorized Member.

(Signature pages to follow)

EXHIBIT A

PREVIOUSLY-SUBMITTED AUTHORITY-APPROVED MODEL PLANS

(Six (6) pages illustrating two (2) approved model plans to follow)

OKLAHOMA CITY

URBAN RENEWAL AUTHORITY

To: Board of Commissioners
From: Catherine O'Connor, Executive Director
Date: August 27, 2015
Ref: Resolution Approving Combined First Amendment to Redevelopment Agreement and Financing Agreement with Civic Centre Flat, LLC, Central Business District Urban Renewal Project

Background: The Oklahoma City Urban Renewal Authority (“Authority”) entered into a Contract for Sale of Land and Redevelopment with Civic Centre Flats, LLC (“Redeveloper”), dated July 30, 2014 (“Redevelopment Agreement”), for the development of the property located between Couch Drive and 2nd Street, just east of N. Lee Avenue (Lots 7–16 of the Bennett and Gerson Addition), into residential for-sale units. The parties have also entered into a Financing Agreement, dated November 4, 2014, detailing the treatment of the sale of the property from the Authority to the Redeveloper as a financing transaction, whereby payments to the Authority will be made upon certain sales the residential units. Environmental conditions of the property and the need to document changes in the financing terms require amendments to the Redevelopment Agreement and the Financing Agreement.

Summary of Agenda Item: The proposed Combined First Amendment to Redevelopment Agreement and Financing Agreement authorizes the Authority to relocate an OG&E utility line and pay for certain environmental remediation costs or offset those costs against the Purchase Price for the Property, subject to an approved limit. The Combined First Amendment will also modify the provisions for payment of the purchase price for the property so that rather than a pro rata payment after sale of each unit, the entire purchase price will be paid from sales proceeds of the residential units immediately AFTER the payment of the construction loan and BEFORE any return on the Redeveloper’s equity. The Combined First Amendment also provides for doubling the Redeveloper’s equity, Authority approval of the construction costs, and a construction contract with a guaranteed maximum price. The Redeveloper’s obligations are secured by a pledge of the sales proceeds and a covenant on the Property. The 24% sharing in net profits by the Authority remains in effect. Finally, the Combined First Amendment extends dates for commencement and completion of construction.

Recommendation: Approval of Resolution

Attachments: First Amendment

RESOLUTION NO. _____

RESOLUTION APPROVING COMBINED FIRST AMENDMENT TO REDEVELOPMENT AGREEMENT AND FINANCING AGREEMENT WITH CIVIC CENTRE FLATS, LLC, CENTRAL BUSINESS DISTRICT URBAN RENEWAL PROJECT

WHEREAS, the Oklahoma City Urban Renewal Authority (“Authority”) is engaged in carrying out the Central Business District Urban Renewal Plan, as amended, pursuant to the approval and direction of The City of Oklahoma City in accordance with the Oklahoma Urban Redevelopment Law, 11 O.S. § 38-101, *et seq.*; and

WHEREAS, the Authority has entered into the Contract for Sale of Land and Redevelopment, dated July 30, 2014 (“Redevelopment Agreement”), with Civic Centre Flats, LLC, an Oklahoma limited liability company (“Redeveloper”), for the redevelopment of the tract of land located between Couch Drive and 2nd Street just east of North Lee Avenue (“Property”) into new, urban, for-sale housing; and

WHEREAS, Pursuant to Section 3(c) of the Redevelopment Agreement the Authority and the Redeveloper have entered into a Financing Agreement dated November 4, 2014 (“Financing Agreement”), which incorporates provisions detailing the treatment of the sale of the Property from the Authority to the Redeveloper as a financing transaction, whereby payments to the Authority will be made upon certain sales the residential units; and

WHEREAS, due to adverse environmental conditions discovered on the Property, the parties wish to amend the Redevelopment Agreement to account for appropriate remedial measures and the extension of commencement and completion dates; and

WHEREAS, such remedial measures and changes in the financing terms also necessitate an amendment to the Financing Agreement to account for the Authority’s willingness to cover the associated costs and agree to the financing terms; and

WHEREAS, the Executive Director and Legal Counsel have reviewed a proposed Combined First Amendment to Redevelopment Agreement and Financing Agreement and recommend its approval; and

WHEREAS, the Board of Commissioners of the Oklahoma City Urban Renewal Authority deems it appropriate and desirable to approve the proposed Combined First Amendment to Redevelopment Agreement and Financing Agreement with the Redeveloper.

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

1. The proposed Combined First Amendment to Redevelopment Agreement and Financing Agreement is hereby approved, and the Officers of the Authority are authorized and directed to take such actions, finalize, and execute the Combined First Amendment to Redevelopment Agreement and Financing Agreement and other such documents as may be appropriate to implement the approved Redevelopment Agreement and Financing Agreement, as amended.
2. Except as set forth in the Combined First Amendment to Redevelopment Agreement and Financing Agreement, the Redevelopment Agreement, Financing Agreement, and resolutions approving such agreements remain in full force and effect.
3. The 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 finalize and implement the Combined First Amendment to Redevelopment Agreement and Financing Agreement, including approval of amendments, corrections and clarifications thereof.

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 **special** meeting of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, held at its offices at 105 North Hudson, Suite 101, Oklahoma City, Oklahoma 73102, on the **27th** day of **August, 2015**; 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)

**COMBINED
FIRST AMENDMENT TO
REDEVELOPMENT AGREEMENT**

AND

FINANCING AGREEMENT

BETWEEN

OKLAHOMA CITY URBAN RENEWAL AUTHORITY

AND

CIVIC CENTRE FLATS, LLC

THIS COMBINED FIRST AMENDMENT TO REDEVELOPMENT AGREEMENT AND FINANCING AGREEMENT (this “First Amendment”) is made on or as of this ___ day of August, 2015, by and between the **OKLAHOMA CITY URBAN RENEWAL AUTHORITY**, an Oklahoma public body corporate (which, together with any successor corporation, public body, or officer hereafter designated by or pursuant to law, is hereinafter called the “Authority”), established pursuant to the Urban Redevelopment Law of the State of Oklahoma, 11 O.S. §38-101, *et seq.* (“Urban Renewal Act”), and having its office at 105 North Hudson Avenue, Suite 101, Oklahoma City, Oklahoma 73102, and **CIVIC CENTRE FLATS, LLC**, an Oklahoma limited liability company (“Redeveloper”), and having a mailing address of 5801 N. Broadway Extension, Suite 310, Oklahoma City, Oklahoma 73118.

WITNESSETH:

A. WHEREAS, the Authority and the Redeveloper have entered into a Contract for Sale of Land and Redevelopment, dated July 30, 2014 (“Redevelopment Agreement”), for the development of new, urban, for-sale housing on certain real property located in the Project Area and more particularly described in the Redevelopment Agreement (“Property”); and

B. WHEREAS, pursuant to Section 3(c) of the Redevelopment Agreement the Authority and the Redeveloper have entered into a Financing Agreement dated November 4, 2014 (“Financing Agreement”), which incorporates provisions detailing the treatment of the sale of the property from the Authority to the Redeveloper as a financing transaction, whereby payments to the Authority will be made upon certain sales the residential units; and

C. WHEREAS, the Authority and the Redeveloper desire to amend the Redevelopment Agreement and the Financing Agreement on the terms set forth herein; and

D. WHEREAS, all capitalized terms used in this First Amendment shall, unless otherwise defined in the body of this First Amendment, have the meanings given in the Redevelopment Agreement.

NOW, THEREFORE, in consideration of the premises and mutual obligations of the parties hereto, the Authority and Redeveloper do hereby amend the Redevelopment Agreement and Financing Agreement as follows:

1. Amendment To Redevelopment Agreement; Environmental Conditions. Redeveloper’s inspection of the Property, certain environmental conditions were discovered and the parties have agreed to address such conditions in accordance with the following, which will be added as new Section 3(f) to the Redevelopment Agreement, as follows:

“3(f) Environmental Conditions and Costs. Certain environmental conditions exist on the Property (“Environmental Conditions”) as more fully described in that certain Limited Subsurface Investigation of the Property dated May 2015 (“Environmental Report”), prepared by Cardinal Engineering, Inc. (“Cardinal”). To address such Environmental Conditions, a Soil Management Program and a Vapor Mitigation System have been developed and recommended, respectively,

by Cardinal and are attached hereto as "Schedule 1" ("Program"). Without acknowledging any responsibility for the Environmental Conditions and expressly disclaiming same, the parties have agreed that Redeveloper will materially comply with the Program in an attempt to obtain a "comfort letter" from the Oklahoma Department of Environmental Quality at the cost and expense of the Authority. Such costs associated with the Environmental Conditions and the Program to be paid by the Authority include, without limitation, all costs and expenses of the Environmental Report, the preparation, compliance with and monitoring of the Program, the installation of an active vapor barrier, soil removal and the like (collectively, the "Environmental Costs"). The Authority will either pay for such Environmental Costs directly as they are incurred or as offset against the Purchase Price to be paid in accordance with the Financing Agreement and such Environmental Costs approved by the Authority will not exceed \$126,356.25 and will not be less than \$108,249.50. The parties agree to work together in good faith to account for, monitor and reconcile all Environmental Costs incurred by the Authority hereunder. In addition, the Authority shall relocate an OG&E utility line on the Property at its own expense.

2. **Amendment to Redevelopment Agreement; Dates.** As a result of the delays associated with the Environmental Conditions, the parties have agreed to extend the (i) Commencement Date to not later than September 30, 2015 and the Completion Date to not later than January 31, 2017. Accordingly, the references in Section 4 of the Redevelopment Agreement to the Commencement Date and the Completion Date are hereby deleted and in lieu thereof, the following are substituted therefor:

"COMMENCEMENT DATE: Not later than September 30, 2015

COMPLETION DATE: Not later than January 31, 2017"

3. **Amendment to Financing Agreement; Purchase Price.** Section 2(d) of the Financing Agreement is hereby deleted and the following is substituted therefor:

"2(d) Purchase Price. The Purchase Price of the Property is \$700,000.00. No payment shall be made to the Authority upon the transfer of the Property from the Authority to the Redeveloper. Upon the sale of each unit, after the payment of the sales commissions, closing costs and all amounts owed to Redeveloper's lender with respect to the Construction Financing, the Redeveloper (or its successor) pledges and shall pay to the Authority all net proceeds from such sales until the aggregate payments received by the Authority equal the Purchase Price of \$700,000.00, less all unpaid Environmental Costs outstanding at the time of such sales in an amount approved by the Authority. Upon completion of the sale of all the thirty-four (34) units, the Redeveloper will have paid the Authority the sum of \$700,000.00, less all Environment Costs approved by the Authority and not previously paid by the Authority directly to any third parties."

4. **Amendment to Financing Agreement; Net Sales Proceeds.** Section 2(e) of the Financing Agreement is hereby deleted and the following is substituted therefor:

“2(e) Participation in Net Sales Proceeds. As additional consideration payable to the Authority hereunder, following the full and complete payment of (i) all amounts owed to the Redeveloper’s lender with respect to the Construction Financing; (ii) the Purchase Price to the Authority; and (iii) the return of Redeveloper’s capital (presently anticipated to be \$865,000.00), (items (i)-(iii) are collectively, the “Agreed Costs”), Redeveloper will pay to the Authority a fee equal the product of (x) twenty-four percent (24%); multiplied by (y) the Net Sales Proceeds with respect to the sale of all of the units. For purposes hereof, it is understood and agreed that the participation fee payable under this paragraph (e) will only be paid after all Agreed Costs are paid. Further, for purposes hereof, it is understood and agreed that such participation fee will only apply to cumulative “Net Sales Proceeds, which shall mean the proceeds from the sale of all units, less carrying costs incurred by the Redeveloper with respect to the units, the sales commissions, closing costs and the Agreed Costs. Finally, for purposes hereof, it is understood and agreed that the participation fee of 24% and distributions by the Redeveloper to its members with respect to the remaining 76% of the Net Sales Proceeds will be paid on a *pari passu* basis, with a final reconciliation to be provided by the Redeveloper promptly after the sale of all units.”

5. **Amendment to Financing Agreement; Redeveloper’s Covenant.** Section 2(f) of the Financing Agreement is hereby deleted and the following is substituted therefor:

“2(f) Covenant. The instrument transferring the Property from the Authority to the Redeveloper shall include a covenant imposing the obligation to pay the applicable portion of the Purchase Price as described in paragraph (d), as amended, which covenant will be released upon the sale of each applicable unit. Except for payments on the Purchase Price, the Redeveloper will retain the Net Sales Proceeds until all Agreed Costs are paid and thereafter pay the applicable portion of the participation fee payable to the Authority with respect to the Net Sales Proceeds as described in paragraph (e). This covenant will be progressively released upon the sale of each unit.”

6. **Amendment to Financing Agreement; Costs of Improvements and Guaranteed Maximum Price.** Section 2(h) of the Financing Agreement is hereby deleted and the following is substituted therefor:

“2(h) Costs of Improvements. The Redeveloper shall construct the Improvements pursuant to a Guaranteed Maximum Cost Agreement with contingency of no more than \$150,000.00. Evidence of such an agreement shall be provided to the Authority prior to the transfer of the Property. Not later than four (4) months after the completion of the Improvements on the Property in accordance with the approved Construction Documents, the Redeveloper shall submit to the Authority evidence of the actual and reasonable costs it incurred in

constructing the Improvements, which such costs may include, permitting, architectural and engineering fees, construction and material costs, and contractors' fees and general conditions, subject to paragraph (g) above ("Evidence of Total Costs"). The Authority may, in its reasonable discretion, request additional information about the total costs of the Improvements within thirty (30) days of receipt of Redeveloper's Evidence of Total Costs. In the event the Authority requests additional information, the Redeveloper shall submit any new, corrected, or supplemental Evidence of Total Costs no later than thirty (30) days from the date of the Authority's written notice to the Redeveloper."

7. **Binding Effect.** Except as set forth herein, the Redevelopment Agreement and the Financing Agreement will remain in full force and effect.

DATED this _____ day of August, 2015

**(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES
AND ACKNOWLEDGMENT PAGES FOLLOW)**

IN WITNESS WHEREOF, this Agreement is executed by the Authority this _____ day of August, 2015.

“AUTHORITY” OKLAHOMA CITY URBAN RENEWAL AUTHORITY, an Oklahoma public body corporate

By: _____
J. Larry Nichols, Chairman

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) ss:
COUNTY OF OKLAHOMA)

Before me, the undersigned, a Notary Public in and for said County and State, on this _____ day of August, 2015, personally appeared J. Larry Nichols, to me known to be the identical person who executed the foregoing instrument as the Chairman of the Oklahoma City Urban Renewal Authority, and acknowledged to me that he executed the same as his free and voluntary act on behalf of the Oklahoma City Urban Renewal Authority, for the uses and purposes therein set forth.

Witness my hand and official seal the day and year above written.

Notary Public

(SEAL)

My Commission Expires: _____
My Commission Number: _____

IN WITNESS WHEREOF, this Agreement is executed by the Redeveloper this _____ day of August, 2015.

“REDEVELOPER”

CIVIC CENTRE FLATS, LLC,
an Oklahoma limited liability company

By: _____
Ronald Bradshaw, Manager

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) ss:
COUNTY OF OKLAHOMA)

Before me, the undersigned, a Notary Public in and for said County and State, on this _____ day of August, 2015, personally appeared Ronald Bradshaw to me known to be the identical person who executed the foregoing instrument as Manager of Civic Centre Flats, LLC, and acknowledged to me that he executed the same as his free and voluntary act on behalf of Civic Centre Flats, LLC, for the uses and purposes therein set forth.

Witness my hand and official seal the day and year above written.

Notary Public

(SEAL)

My Commission Expires: _____
My Commission Number: _____

Schedule 1
Soil Management Program
And Vapor Mitigation System

[Type here]

**SOIL MANAGEMENT PLAN
CIVIC CENTER FLATS
LOTS 7-16, BLOCK 8
BENNETT & GERSON ADDITION
OKLAHOMA CITY, OKLAHOMA**

August 2015

Prepared for:
Civic Center Flats, LLC
5801 North Broadway Extension, Suite 310
Oklahoma City, OK
73118

Prepared by:
Enviro Clean Cardinal
1015 North Broadway Avenue, Suite 300
Oklahoma City, OK
73102



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1.0 Introduction

Enviro Clean Cardinal (ECC) has prepared this Soil Management Plan (Plan) on behalf of the Civic Center Flats, LLC, for the property located on Lots 7-16, Block 8 of the Bennett & Gerson Addition to Oklahoma City, Oklahoma. This Plan outlines soil management procedures to be followed during construction in identified areas of impacted soils (based on previous investigation), and in the event contaminated materials are encountered in other areas of the property where excavation is required to facilitate construction/site development activities. This Plan addresses construction activities associated with the currently planned development of the property and does not address off-site or adjacent properties or city right-of-way. The property is located east of North Lee Avenue, north of Couch Drive, south of Robert S Kerr Avenue and west of the American Choral Directors Association building, in Oklahoma City, OK. It is described as Part of Section 33, Township 12 North, Range 4 West of the Indian Meridian. The approximate property location is shown on Figure 1.

1.1 Limited Subsurface Investigation

A limited subsurface investigation was conducted at the property to evaluate the potential for impacted soils to be present. Investigation activities included advancing ten soil boreholes (SB-1 to SB-10) using direct push, conducting field screening of soils for volatile hydrocarbons, and performing limited soil sample collection/laboratory analyses. The approximate location of soil boreholes are indicated on Figure 1. Soil sampling was conducted based on results of field screening and/or visual observation. No groundwater sampling was conducted. Soil samples were submitted to a certified laboratory for analyses.

Soils from the upper foot of each of the borings SB-8, SB-9 and SB-10 (located in an area associated with historical coal storage) were combined to form a composite sample; designated as "Comp 1". Soils from the upper foot of each of the borings SB-5, SB-6 and SB-7 (located in the southern portion of an area associated with historical oil warehouse/tank storage) were combined to form a composite sample; designated as "Comp 2". Soils from the upper foot of each of the borings SB-1, SB-2, SB-3 and SB-4 (located in the northern portion of the area associated with historical oil warehouse/tank storage) were combined to form a composite sample; designated as "Comp 3". One discrete soil sample was also collected from each of the borings SB-4, SB-5 and SB-6 (located in the western portion of the property) based on measured elevated field screening values.

All soil samples were submitted to Environmental Testing Inc. (Laboratory Certificate # 7211). The composite sample designated as "Comp 1" (historical coal storage area) was analyzed for polynuclear aromatic hydrocarbons (PAHs) using EPA Method 8270 SIM and for RCRA metals (arsenic, barium, cadmium, chromium, lead, mercury, selenium and silver) using EPA Methods 6010C and 7471B (mercury). The composite samples designated as "Comp 2" and "Comp 3" were analyzed for total petroleum hydrocarbons (TPH) using TNRCC 1005, polychlorinated biphenyls (PCBs) using EPA Method 8082, and PAHs and RCRA metals using the previously identified methods. The discrete samples collected from borings SB-4, SB-5 and SB-6 were analyzed for volatile organic compounds (VOCs) using EPA Method 8260 and TPH and PAHs using the previously identified methods.

Near surface composite samples designated as "Comp 1", "Comp 2" and "Comp 3" and discrete samples collected from borings SB-4 and SB-6 all contained PAHs at concentrations exceeding Regional Screening

Levels (RSLs) for residential soil and Soil Screening Levels (SSLs) for protection of groundwater with a DAF (dilution–attenuation factor) of 20. PAHs identified at concentrations exceeding RSLs for residential soil include benzo(a)anthracene, benzo(a)pyrene, benzo(b)fluoranthene, dibenz(a,h)anthracene and inden(1,2,3-cd)pyrene. It is noted that PAH concentrations in “Comp 2”, collected from the southern portion of the historical oil warehouse/tank area, are generally significantly higher than PAH concentrations in “Comp 1”, “Comp 3”, SB-4 and SB-6.

TPH was identified in the discrete sample collected from SB-6 at concentrations exceeding DEQ Tier 1 Generic Screening Levels for residential soil.

Metals identified in all samples appear to be consistent with typical regional background.

1.2 Presence of Impacted Materials

Based on field screening and sampling results, soils located in the southwestern portion of the property are impacted by petroleum hydrocarbons (TPH and/or VOCs) and PAHs. Also, composite sampling suggests widespread impact of near-surface soils by PAHs.

2.0 Soil Management Plan

2.1 General Health and Safety Considerations

During excavation activities, it is the responsibility of the Contractor to identify potentially contaminated materials and manage them appropriately. The contamination encountered to date consists of PAHs, and petroleum hydrocarbons in the diesel and oil ranges. Impacted soils currently identified at the property exhibit minimal staining and may emit low hydrocarbon odor. If soils are encountered that are substantially different than described above, e.g., if they are heavily stained or emit strong hydrocarbon or chemical odors, the Environmental Consultant retained by Civic Center Flats, LLC should be contacted to provide additional input, prior to the Contractor performing additional excavation or transportation of the material. It is the responsibility of the contractor managing impacted subsurface soils to adhere to appropriate Oklahoma Department of Environmental Quality and Occupational Safety and Health Administration (OSHA) requirements.

2.2 Contractor Coordination

The Contractor shall coordinate the project excavation activities and review activities planned to occur in areas of known or suspected impact with the Environmental Consultant. If excavation and construction is to occur in areas of no anticipated impacts, it is the responsibility of the Property Owner and/or designated authorized party (contractor/developer) to check for the presence of potentially impacted materials through the use of visual and olfactory signs. Visual signs of hydrocarbon impacts typically consist of soil that is stained black or dark gray, and olfactory signs of hydrocarbon impacts typically consist of a strong hydrocarbon or chemical odor. If visual or olfactory evidence indicates an impact to subsurface soils in these areas, subsurface work will be temporarily suspended so that an environmental consultant can be notified to determine whether such subsurface soils are impacted.

The Environmental Consultant retained by Civic Center Flats, LLC is:

Enviro Clean Cardinal
1015 N. Broadway, Suite 300
Contact: Jeff Thomas or Christopher Schaefer

T (405) 842-1066
F (405) 843-4687
M (405) 659-5477 (Jeff Thomas)

The role of ECC will be limited to preparation of this Plan, periodically observing and documenting soil management activities, responding to Contractor reports of other substantive contamination encountered during construction, and providing assistance in evaluating potentially contaminated material at the request of the Contractor. ECC is not responsible for directing the contractor as to means and methods or for providing consultation of any type to the Contractor.

2.3 Contaminated Soil Management

Any suspected impacted subsurface soils excavated from the Project Site will either be pre-characterized so that it can be directly loaded and transported for disposal at an appropriate permitted disposal facility, or will be stockpiled (as discussed below) pending characterization. If impacts above risk-based cleanup levels are confirmed, such soils may require disposal at an appropriate land disposal facility or placement beneath a cap in the general same area from which it was removed. Based on current field evidence of impacts and the laboratory analytical data, it is anticipated that the contaminated soil removed from the project excavations will be managed as a special solid waste and disposed at Waste Connections, Oklahoma City Landfill, or other permitted disposal facility selected by the Contractor/Owner. ECC will assist the contractor in completing a waste profile application and other forms for submittal to the landfill by the Contractor.

2.4 Stockpiling of Suspected Contaminated Soil

Contaminated or potentially-contaminated soils that are not loaded directly into trucks and disposed at a landfill shall be stockpiled pending approval for disposal by the Owner. Containment of contaminated or suspect-contaminated soils shall be accomplished through the construction of a containment cell for stockpiling. Stockpiled soils shall be stored in the containment cell until they are approved for disposal. Cell construction shall be such that contamination is not spread by wind, water, or traffic, including by water infiltration or precipitation run-on, or run-off. Stockpiles should be located where they will not interfere with construction, but will be easily accessible for sampling and/or disposal.

Construction of the containment cell should generally follow the steps below:

- a. A staging area(s) should be selected for stockpiling of the impacted soils.
- b. Prior to placing soils, a heavy-duty polyethylene liner material (at least 8 mil thickness) should be placed on the ground surface.
- c. Berms should be constructed (with clean soil) around the perimeter of the stockpile area and the heavy-duty liner should be rolled at the ends to inhibit drainage from leaving the staging area and to prevent run-on/run-off.
- d. A heavy-duty polyethylene liner should be secured to cover the stockpile daily (at least 6 mil thickness) to prevent re-deposition of material by wind and rain, and also to mitigate the potential for contaminated runoff during a rain event. The cover should be maintained at all times except when the soil is being placed into the stockpile or otherwise actively managed (e.g., sampled, loaded into trucks).

Stockpile and excavation areas should meet requirements of the construction Storm Water Pollution Prevention Plan (SWPPP). If significant quantities of material will be generated, it is recommended that

the Contractor establish two or more separate stockpiles so one can be utilized while the other is awaiting disposal following sampling/analysis.

2.5 Documentation

Information regarding the location and characteristics of any newly-discovered contaminated soil shall be documented by the Contractor so that further investigation can be conducted if needed. The initial data collected in the field should be documented in writing and/or with appropriate sketches. Subsequent data may be collected by ECC.

The key considerations in documenting the occurrence of contaminated soil include:

- location (approximate distance from permanent stationary objects/buildings)
- extent of contamination (horizontally and vertically)
- relative degree of contamination (e.g., free oil with strong odor vs. slight staining)
- impacts to surface water or groundwater, if applicable (e.g., sheen or free oil on water surface)
- visual documentation (photographs)

The Contractor shall maintain a record of the amount of contaminated soil excavated and transported off site for disposal and inform the Owner and ECC of the amounts by providing copies of the transportation manifests, as applicable. When construction is complete, ECC will prepare and submit a letter report summarizing the environmental activities to Civic Center Flats, LLC.



Base Map: Google Earth

 Approximate Soil Borehole Location

 One inch approximately 60 ft

PROJECT
Proposed Civic Center Flats

LOCATION
Lots 7-16 of Block 8
Bennett and Gerson Addition
Oklahoma City, OK

PREPARED FOR
Civic Center Flats, LLC

DRAWING TITLE
Figure 1.
Approximate Property Location,
Approximate Borehole Locations

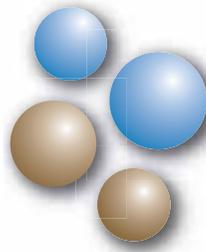
Project No. CCFE000001
 Drawn By CSS
 Checked By
 Date: 3/21/15
 Scale: 1" approx 60 ft
 Issued For:
 Figure No.

1


 1015 N. Broadway Ave., Suite 300
 Oklahoma City, OK 73102
 Phone 405.842.1066
 Fax 405.843.4687

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 Norman, OK 73072
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<http://www.cardinalengineers.com>
 CA#6800, expiration date 06.30.2016



Land Science™
Technologies

A DIVISION OF REGENESIS, Inc.

 **Geo-Seal®**
Vapor Intrusion Barrier



www.landsciencetech.com



Geo-Seal® is an advanced composite gas vapor management technology (patent pending) designed to eliminate potential indoor air quality health risks associated with subsurface contaminant vapor intrusion.

Geo-Seal is an ideal gas vapor management technology designed for use on Brownfields or any type of environmentally impaired site, i.e. manufacturing facilities, dry cleaners, gasoline service stations, landfills, etc. *Geo-Seal* is placed between the foundation of the building and the soil pad to eliminate vapor exposure pathways and stop contaminated vapors from permeating through the slab. Vapor management systems incorporating both *Geo-Seal* vapor barrier and *Vapor-Vent* ventilation provide industry leading sub-foundation vapor mitigation technology. By deploying these systems developers ensure a healthy indoor environment while reducing the cost of site remediation and expediting site construction.

Triple-Layer Protection

The triple-layer system used in *Geo-Seal* provides maximum redundancy and protection against the formation of vapor pathways both during and after installation. Such pathways can result from chemically induced materials breakdown, punctures, and seam weaknesses resulting from poor detail work and/or application installation imperfections around penetrations. *Geo-Seal* also provides unmatched protection from a range of contaminant vapors including those from petroleum-based products and chlorinated hydrocarbons.

Field-Proven Technology

Geo-Seal is manufactured in partnership with E-Pro™ Systems which has over 20 years experience in the building products industry and a leading track record in barrier systems for vapor and waterproofing applications.

Diagram labels

- 1** *Geo-Seal* BASE - The BASE layer is rolled out geotextile facing down, which allows *Geo-Seal* CORE to be applied directly to the high density polyethylene. The BASE layer provides the ultimate substrate and enables the spray layer to be free of shadowing and pinholes.
- 2** *Geo-Seal* CORE - The CORE is applied at 60 mils, is sprayed to the base layer, seals around penetrations and seals the seams of the BASE layer.
- 3** *Geo-Seal* BOND - A proprietary protection layer is placed over the CORE layer to enhance the curing of the membrane and increase puncture resistance.

4 Vapor-Vent:

- Eliminates the need for trenching
- Cost-effective compared to pipe and gravel systems
- Eliminates long-term costs when configured as a passive system
- Allows for rapid installation
- When used with *Geo-Seal* provides maximum protection against contaminated vapor

OPEN FLAP FOR
GEO-SEAL
FEATURES



Geo-Seal® Triple-Layer System (2 Chemical Resistant Layers + 1 Spray Applied Core Layer)

Dual Chemical Resistant Layers

The **BASE** layer (bottom) and the **BOND** layer (top) are composed of a high-density polyethylene material bonded to a geo-textile on the out-facing side. High density polyethylene is known for chemical resistance, high tensile strength, excellent stress-crack resistance and for highly reliable subsurface containment. The geo-textile which is physically bonded to the chemical resistant layer accomplishes two goals; it allows the BOND layer to adhere to the slab, and provides a friction course between the BASE layer and the soil.

Spray Applied CORE Layer

The CORE layer is composed of a unique, elastic co-polymer modified asphaltic membrane which also provides additional protection against vapor transmission. This layer creates a highly-effective seal around slab penetrations and eliminates the need for mechanical fastening at termination points.

Chemical Resistance

The dual chemical resistant layers combined with the spray CORE form a barrier resistant to the most concentrated chemical pollutant vapors.

Enhanced Curing

Geo-Seal is “construction friendly” as the reduced curing time of the *Geo-Seal* CORE layer and the ability to apply it in cooler temperatures ensures quick installation and minimizes the impact on construction schedules.

Puncture Resistance

Geo-Seal forms a highly puncture resistant barrier that greatly reduces the chance of damage occurring after installation and prior to the placement of concrete.

Removing Contained Vapors

Vapor-Vent can be used in conjunction with *Geo-Seal* to alleviate the buildup of vapors beneath structures as a result of vapor barrier implementation. *Vapor-Vent* can be utilized as an active or passive ventilation system depending on the requirements of the design engineer.

Certified Applicator Network

The application of *Geo-Seal* and *Vapor-Vent* can be performed by any one of many certified applicators throughout the country.

Service and Support

Geo-Seal representatives are available to provide job and site specific assistance. A local representative can ensure *Geo-Seal* and *Vapor-Vent* is installed as per the specification.





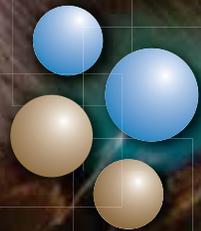
Land Science Technologies (LST)™ is dedicated to providing advanced technologies for sustainable land development. A goal of LST is to provide innovative and technically sound development solutions for underutilized environmentally impaired properties, commonly referred to as Brownfields.

LST's cost-effective, industry leading technologies offer engineering firms and real estate developers solutions to issues facing the development of Brownfields today. LST is a division of *Regenesi*s, Inc.**, a global leader in groundwater and soil remediation technologies since 1994.



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OKLAHOMA CITY

URBAN

RENEWAL

AUTHORITY

To: Board of Commissioners
From: Catherine O'Connor, Executive Director
Date: August 27, 2015
Ref: Resolution Approving a Gift Agreement between the Oklahoma City Urban Renewal Authority and the Oklahoma Historical Society for the Donation and Preservation of Certain Records

Background: Staff recently completed a review of records at an off-site storage facility. Files were sorted as per the Records Retention Policy. At the end of the process over 66 boxes containing material deemed to be of historical significance remained. This material included photos, newspaper articles, brochures, old appraisals, duplicate copies of resolutions, minutes and various urban renewal and other city planning studies. These records are no longer necessary for the day to day operations of the Authority and could have been disposed of as per the policy. Instead it was determined that these materials were of value to the community in understanding the role of urban renewal in the City's development history.

In consultation with The City of Oklahoma City's Archivist, it was determined that the best repository for the materials was with the Oklahoma Historical Society. A Gift Agreement has been prepared to facilitate the transfer of the records to the Society. The Society will catalog, preserve and make the records available to the public at no charge in a searchable data base.

Summary of Agenda Item: Approval of a Gift Agreement for a donation of Historical Records to the Oklahoma Historical Society.

Recommendation: Approval of Resolution

Attachments: Gift Agreement, Oklahoma Historical Society Overview

RESOLUTION NO. _____

RESOLUTION APPROVING A GIFT AGREEMENT BETWEEN THE OKLAHOMA CITY URBAN RENEWAL AUTHORITY AND THE OKLAHOMA HISTORICAL SOCIETY FOR THE DONATION AND PRESERVATION OF CERTAIN RECORDS

WHEREAS, the Oklahoma City Urban Renewal Authority (the “Authority”) adopted a Records Retention Policy on June 20, 2007, describing the categories of records to be retained by the Authority and the minimum time period for such retention; and

WHEREAS, the Records Retention Policy is in compliance with applicable State and Federal law and has facilitated the proper and efficient administration of filing and document retention for the Authority; and

WHEREAS, after a recent review of on-site and off-site records, it was discovered that the Authority has retained volumes of records: (1) related to completed urban renewal redevelopment projects, including, without limitation, appraisal reports, photographs, plans, maps, legal notices, blueprints, reports, notices, proposal documents, contracts, press clippings, and correspondence, newsletters, brochures, and newspaper clippings, all of which have outlived the retention period set forth in the Records Retention Policy by decades; and (2) which are duplicate copies of board agendas, minutes, and resolutions (collectively, “Historical Documents”); and

WHEREAS, the Historical Documents are of significant historical value and should be preserved for the benefit of future generations; and

WHEREAS, the Authority does not have adequate space or systems in place for the proper preservation of the Historical Documents; and

WHEREAS, for more than a century the Oklahoma Historical Society has collected, preserved, and shared the history and culture of the state of Oklahoma and its people; and

WHEREAS, the Oklahoma Historical Society staff has conducted a cursory review of the Historical Documents and has determined that the collection in its entirety would be accepted, catalogued, and preserved, in a searchable database, at the Oklahoma Historical Center, if the Authority desires to donate the Historical Documents; and

WHEREAS, the Oklahoma Historical Society has agreed to make all of the Historical Documents available for viewing by the public at large, at no charge; and

WHEREAS, officers for The Alliance for Economic Development of Oklahoma City, Inc. have conducted a thorough review of the Historical Documents to ensure they do not contain sensitive personal information, such as social security numbers and financial data, and have determined that the Authority is not proposing a donation of any Historical Documents which are required to be maintained by the Authority pursuant to the Records Retention Policy or which

are to be maintained on-site by the Authority for its operational, management, or organizational needs; and

WHEREAS, the Oklahoma Historical Society has agreed to make any of the Historical Documents available to the officers of The Alliance or the Authority, at no charge; and

WHEREAS, the Authority desires to enter into a Gift Agreement with the Oklahoma Historical Society for the donation of the Historical Documents; and

WHEREAS, the Board of Commissioners of the Authority deems it appropriate and desirable to approve the donation of the Historical Documents and to execute the Gift Agreement with the Oklahoma Historical Society.

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

1. The donation of the Historical Documents to the Oklahoma Historical Society is hereby approved.
2. The Gift Agreement between the Authority and the Oklahoma Historical Society Gift Agreement is hereby approved, and the Executive Director is hereby authorized and directed to execute the Gift Agreement.
3. The Officers, Executive Director, and staff of the Authority are authorized to take any and all such actions as are necessary and appropriate to implement the donation of the Historical Documents and the execution of the Gift Agreement.

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 **special** meeting of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, held at its offices at 105 North Hudson, Suite 101, Oklahoma City, Oklahoma 73102, on the **27th** day of **August, 2015**; 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 Historical Society

Founded May 27, 1893

Research Division

Oklahoma History Center • 800 Nazih Zuhdi Drive • Oklahoma City, OK 73105-7917
(405) 522-5225 • Fax (405) 522-0644 • www.okhistory.org

Oklahoma Historical Society Gift Agreement

As established by State Statute in the Constitution of the Oklahoma Historical Society: A. All donations may be tax deductible, however, the Oklahoma Historical Society assumes no responsibility for evaluating donations for tax purposes. B. All donations are considered outright and unconditional gifts to be used at the discretion of the Oklahoma Historical Society. C. Because of the expense involved in housing, handling, maintaining, and exhibiting collections, loans cannot be accepted. D. All donations are subject to the approval of the Board of Directors of the Oklahoma Historical Society upon recommendations of the Collections Committee of the professional staff.

I, as the Executive Director of the Oklahoma City Urban Renewal Authority (OCURA), hereby acknowledge that I have read the collections policy. OCURA hereby gives, grants, and conveys the items, documents, letters, reports, plans, maps, blueprints, notices, newspaper clippings, newsletters, brochures, photographs and other information and materials (collectively, the "Material") described on Exhibit A attached hereto to the Oklahoma Historical Society to be administered in accordance with its established policies. By signature of this gift agreement, OCURA conveys to the Oklahoma Historical Society physical possession and the right to copyright, exhibit and /or publish any material contained in this donation. I hereby certify that OCURA is the true, rightful and legal owner of the items listed herein and that none are subject to any liens whatsoever.

The Archives and Manuscript Division has on assumption of title the right to use the gift as deemed proper to the purposes of the Division and to house, care for, and otherwise administer all Materials in this gift to the best interest of both impartial scholarship and the donor, subject to the conditions specified below:

1. All Material shall be catalogued and preserved in acid free archival preservation files and boxes and shall be made available for viewing, free of charge, by the general public and any qualified researcher upon the approval of the Archivists or Librarians of the Research Division. All Material shall also be made available for viewing, free of charge, by the general public in a searchable database. The Archivists or Librarians of the Research Division will prepare a complete itemization of the Materials and shall provide donor with a copy upon completion. A copy of any of the Materials will be provided to donor upon donor's request free of charge.
2. The literary rights of the donor and heirs to print quotations which embrace a part of the whole of the unpublished material in the gift are transferred by the donor to the Oklahoma Historical Society.
3. The Archives has the right to make copies of the Material by microfilming or by other processes, which do not infringe upon the copyright laws of the land.
4. If at any time, any portion of the Materials is not deemed suitable to the purposes of the Archives, it shall be returned to the donor, transferred to another depository, or shredded, as determined by the donor. Furthermore, the donor does not intend for the Materials to include any confidential information under state law or any personal identifiable information of OCURA or any other individual, company, or entity, including without limitation, social security numbers, tax identification numbers, or financial information. Therefore, if any such information is discovered in the Materials at any time, it shall not be considered part of the donation herein and shall not be preserved or duplicated in any format and shall be promptly returned to donor.

Donor: *(print)* Catherine O'Connor, Executive Director **Donor's signature:** _____

Mailing Address: _____

City, State, Zip: _____ **Date:** _____

Telephone: _____ **Email:** _____

List of Materials received: _____ See attached Exhibit A.

INTERNAL USE ONLY

RECEIVED BY: _____

INVENTORY INCLUDED: YES ___ NO ___

GIFT AGREEMENT SIGNED: YES ___ NO ___

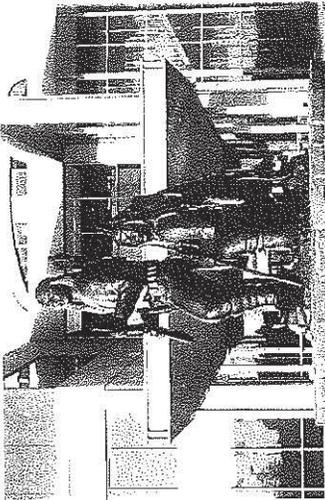
EXHIBIT A

Oklahoma Historical Society Gift Agreement

The Materials contained in boxes numbered 1 – 65 are comprised of records, documents, and information related to completed urban renewal redevelopment projects, which have outlived the retention period set forth in the donor’s Records Retention Policy. The Materials contained in Box 66 are duplicate sets of records that are permanently maintained by the donor.

Box Number	Label
1 - 28	Appraisal Reports
31	Blueprints
32	Capitol-Medical Center records and documents
33 - 36	Historical Documents and Records (photos, project reports, notices, project plans, urban renewal plans, development plans, correspondence, receipts, telegrams, supreme court rulings)
37 – 50	OCURA newsletters, brochures, photographs, etc.
51 - 60	Press Clippings
61 - 65	Redevelopment Program Documents, including appraisal reports, plans, maps, legal descriptions, public notices, policies and procedures
66	OCURA Agenda, Minutes, Resolutions and other documents

The Materials contained in Box Numbers 29 and 30 have been returned to donor, at donor’s request.



Visiting the Research Center

Located on the first floor of the Oklahoma History Center, the Research Center is free and open to the public. There is no charge to visit.

Services The Public Services staff is available to assist visitors in locating resources of all formats for historical and genealogical research. Copy services are available for a fee. A research request service is offered to patrons seeking information about a specific person, event, or topic. For complete details call (405) 522-5225 or visit: www.okhistory.org/research.

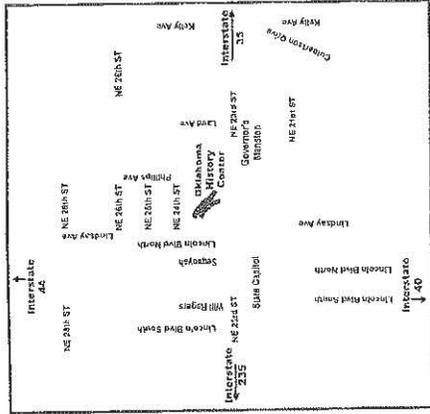
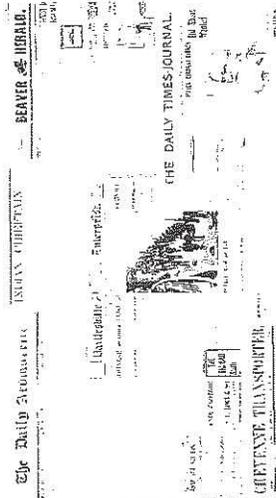
- Monte Brummett to the Oklahoma History Center featuring the original diary of Alan E. Bruce*
- Rose Wanda Parker, Daughter of Quannah Parker, Chief of the Comanche, VEC Campbell Collection*
- Spade, George - Indian Cowboy, Tall Boy, and her baby sister at Wagon, Oklahoma, Oklahoma Historical Society Photograph Collection*
- Illustrations and journal entries, Aunt Weck Multiple Collection, Box 1 folder 3, journal, Oct. 10, Dec. 13, 1869*
- Miss M. M. Mc Coy, Slave, Photo by Edstrom, Michigan, ILL. State Museum Collection, La Monte Evans Collection*
- Esper, Margaret and White-Tarren, Comanche, Scene from "The Daughter of Donny," Photo by George W. Long, Robert Oklahoma Family Photo Collection*

Online Resources

The OHS Research Center offers numerous resources on the web. On the **OHS Website**, users can search indexes to the Dawes Final Rolls, 1933 Unemployment Census, 1890 Oklahoma Territorial Census, and various land, death, obituary, marriage, and divorce indexes. Digitized Incorporation Records for Oklahoma and Indian Territories are also available online. www.okhistory.org/research

Use the **Online Catalog** to locate items in our collection. The Archives Catalog includes manuscript collections, photos, audio, film, and video. The Library Catalog includes books, journals, newsletters, and quarterlies. The Newspaper Catalog lists holdings available on microfilm; search by title, location, or date.

The Gateway to Oklahoma History is an online repository of Oklahoma history resources. The site features thousands of newspaper pages dating from the 1840s to the 1920s searchable by keyword, location, newspaper title, or date. The Gateway will be the largest repository of Oklahoma newspapers online, and will expand to include resources in other formats. The site will eventually include every newspaper published prior to 1923 held in the OHS collection. We are continually updating Gateway; visit often to see the latest additions: www.gateway-okhistory.org.





Family History Research

Numerous resources are available to those seeking their family tree. Family and county histories, US Federal Census records, American Indian rolls and records, regional and biographical files, as well as cemetery, military, and land resources provide valuable information to genealogical researchers.

Of special interest are the census cards and application packets for the Dawes Final Rolls of the Five-Civilized Tribes, the 1890 Oklahoma Territorial Census, *Smith's First Directory of Oklahoma Territory*, and the Oklahoma Federal Land Tract Books, Revolutionary War Pension and Bounty Land Warrant Applications, Compiled Service Records of the Revolutionary War and Oklahoma Confederate pensions are available on microfilm. The Research Center offers access to popular subscription websites including Ancestry Library Edition, HeritageQuest Online, and Fold5.com.

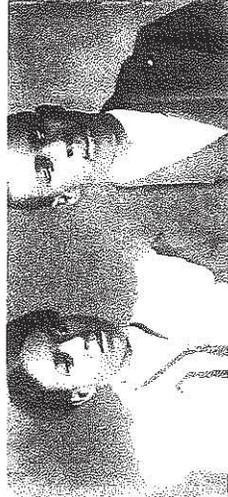


Book Collections include state and county histories, family histories, city directories, telephone books, high school and university yearbooks, and more. The more than 85,000 bound volumes explore a variety of topics and include information about all 50 states with an emphasis on Oklahoma, American Indians, and the West.

Manuscript Collections offer a wealth of unpublished materials which focus on Oklahoma's development through the personal and business records of our citizens. The archive holds more than 6,000 manuscript collections that range from the intimate diaries of Indian Territory missionaries to the papers of frontier businessmen and former state and territorial governors.

Norable collections include the works of historians Grant Foreman and Joseph Thoburn, newspapermen Fred Barde and Ods Sullivant, and early commercial material. Also of interest is the Dunning Political Collection, the Oklahoma City Chamber of Commerce Collection and the Oklahoma Federal Writers' Collection which includes slave narratives.

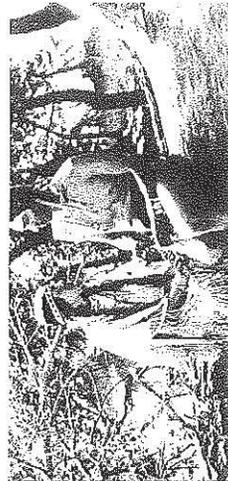
American Indian Archives contain records acquired by OHS in 1934. This collection includes not only the records of the Five Civilized Tribes - Cherokee, Chickasaw, Choctaw, Musco-



gee (Creek) and Seminole - but also the Federal Records of several other tribes. Also available are the records of the Dawes Commission pertaining to allotment. These archives contain over 3.5 million documents and more than 6,000 volumes.

Photograph Collections include more than 8 million black and white and color prints, slides, nitrates, glass plates, and digital images. The collection represents the entire state and covers topics such as ranch and range, politics, American Indians, business and industry, immigrants, agriculture, urban settings, transportation, petroleum, military, education, fashion, and more. The photograph collections date from the 1840s to the present.

Newspaper Archives offer the largest Oklahoma newspaper collection available, consisting of more than 4,000 titles. Over 90% of newspapers published in Oklahoma are available. Included are specialty publications such as foreign-language, African American, and Socialist newspapers. OHS continues to preserve present-day newspapers which span the state. The digital archives of *The Oklahoman* are accessible from computers in the Research Center. The new Gateway to Oklahoma History offers thousands of newspaper pages online free of charge at www.gateway.okhistory.org.



Audio & Oral History collections date to the 1930s and include more than 8,000 interviews. The majority were conducted after 1965 and explore an array of topics including aviation, urban development, Civil Rights, immigrants and ethnicity, important events, entertainment, American Indians, culture, and key people. The John and Eleanor Kirkpatrick Research Center has two rooms devoted to listening and watching these important audio and video media.

Film & Video Archives include over 12 million linear feet of motion picture film and video footage dating from 1908 to the present. Notable collections include that of Arthur Ramsey, a 1930s Oklahoma newsreel cameraman; Haskell Pruett, who worked at Oklahoma A&M; the Colcord Family Collection featuring home footage from the 1920s and 1930s; and footage of early television personality Ida "B." You can also view select historic films online through YouTube. Visit www.youtube.com/OHSfilm to start watching.

Map Collections offer more than 15,000 maps dating from the 1700s to the present with an emphasis on Oklahoma and Indian Territories, the state of Oklahoma, and surrounding areas. Fire insurance maps, plat maps, historic maps, railroad and highway maps are also available.

The Oklahoma Historical Society

The original mission of the Oklahoma Historical Society beginning in 1893 was to collect newspapers from throughout the territory. Today the OHS houses more than 30 million pages of newspapers dating to 1844.

The OHS moved to the state Capitol in 1918 and into the Wiley Post Historical Building in 1930. Each move allowed for new museum exhibits and the collection of artifacts, photos, and manuscripts. Major achievements included the addition of more than four million pages of American Indian records, establishment of the state's first oral history program, and creation of *The Chronicles of Oklahoma*.

During the 1960s and 1970s the collections were expanded to 35 museums and historic sites statewide. Another new program was Historic Preservation, a partnership between the OHS and the National Park Service.

The Society's ability to collect, preserve, and share the history of Oklahoma took a major leap forward with the opening of the History Center in 2005. With world-class museum exhibits, a research center, and special programs, it is a place where people can search for their roots, discover their history, and celebrate a sense of community.

An affiliate of both the Smithsonian Institution and the US National Archives, the Oklahoma History Center is the hub of a wheel whose spokes reach into every community of the state.

Visit more than 30
OHS museums &
sites across the state.

- * Museums
- * Historic Homes
- * Military Sites

Membership 405.522.5242 | General Info 405.521.2491



Oklahoma Historical Society
800 Nazih Zuhdi Drive
Oklahoma City, OK 73105
www.okhistory.org



OKLAHOMA CITY

URBAN

RENEWAL

AUTHORITY

FIFTY-FOURTH ANNUAL REPORT

FY 2014-2015

OKLAHOMA CITY URBAN RENEWAL AUTHORITY
FIFTY-FOURTH ANNUAL REPORT
For the year ending June 30, 2015

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Central Business District

Arts District Parking Garage (COTPA)

Location	West Main Street between Walker and Hudson Ave
Developer	COTPA (Central Oklahoma Transportation & Parking Authority)
Project Cost	\$20 million
Public Funding	\$20 million
Jobs Created	n/a
Uses	10 level parking garage with 830 parking spaces, 20,000 sf retail/office space, and potential to develop office or residential in air space rights on 10 th floor
Commenced	April 2013
Completed	November 2014
Info	Redevelopment of a surface parking lot into a parking structure, nearing completion of the retail/office space fit-out



Arts District Parking Garage Location Before



Garage Completed

The Civic (Civic Centre Flats)

Location	Northeastern corner of Couch Drive and Lee Avenue
Developer	Colony Partners, Inc.
Project Cost	\$7.3 million
Public Funding	\$350,000 TIF
Jobs Created	Construction jobs
Uses	For-sale Attached Residential
Commenced	June 18, 2014 – Civic Centre Flats, LLC designated redeveloper. Anticipated Construction – August 2015
Completed	Anticipated December 2016
Info	For-sale project that will include 34 residential units (20 one-bedroom units, 8 two-bedroom units, and 6 two-bedroom/2-story units). 19 units are under contract.



Civic Centre Flats Location Before



Civic Centre Flats as Proposed

CLAYCO Phase II

Location	Northwest corner of Reno Ave and Hudson Ave
Developer	Clayco, Inc.
Project Cost	\$280 million
Public Funding	Under development negotiations
Jobs Created	n/a at this time
Uses	Office and residential
Commenced	August 05, 2014 – Invitation for Development Proposals published. November 24, 2014 – Clayco designated Conditional Redeveloper.
Completed	n/a
Info	The Authority issued an RFP on behalf of the City of Oklahoma City and the Oklahoma City Economic Development Trust (OCEDT) for lots One (1) through Twelve (12) and Lots Seventeen (17) through Thirty-Two (32) in Block Sixty (60) of the Original Plat of Oklahoma City and issued an RFP on August 05, 2014. Two proposals were received; Clayco was designated Conditional Redeveloper on November 24, 2014. Discussions are ongoing between the Authority and Clayco.



Clayco Phase II Site



Clayco Site as Proposed

Oklahoma City Municipal Court

Location	701 Couch Drive, northwest corner of Couch and Lee Ave
Developer	The City of Oklahoma City
Project Cost	\$20 million
Public Funding	yes
Jobs Created	Current Court's Employee Relocation
Uses	Office and residential
Commenced	July 2015 – property fenced off and site cleared
Completed	n/a
Info	A previous surface parking lot will be redeveloped into a new 70,602 sf, 3 level building for municipal court operations for the City of Oklahoma City.



New Municipal Court Site Before



Municipal Court Building as Proposed

Cultural District

John W. Rex Elementary School

Location	500 West Sheridan Avenue
Developer	Maps for KIDS
Project Cost	\$14.4 million
Public Funding	TIF, Maps for KIDS
Jobs Created	35
Uses	Downtown public charter elementary school
Commenced	May 2013
Completed	Construction completed and school opened for enrollment in August 2014
Info	Redevelopment of surface parking lot into a charter elementary school for downtown OKC. Currently serves grades pre-K through 3 rd grade but will add an additional grade each year eventually serving 500 students, pre-K through 6 th grade.



John Rex Elementary Location Before



John Rex Elementary Complete

Core-to-Shore Project Area

North Park Acquisition

Location	Old I-40 Highway, New I-40 Highway, S Robinson Ave, & S Hudson Ave
Budget	\$18,432,000 (Land Acquisition & Site Prep)
Uses	For development of the upper central park (40 acres)
Commenced	August 2010
Completed	Acquisition Complete. Construction to begin winter 2015
Info	All land parcels have been acquired, under contract, or referred for litigation for the upper park; relocation activities for Salvation Army are underway.

Buffer Acquisition

Location East (S Robinson to S Broadway) and West (S Hudson to S Walker) Side of the North Park

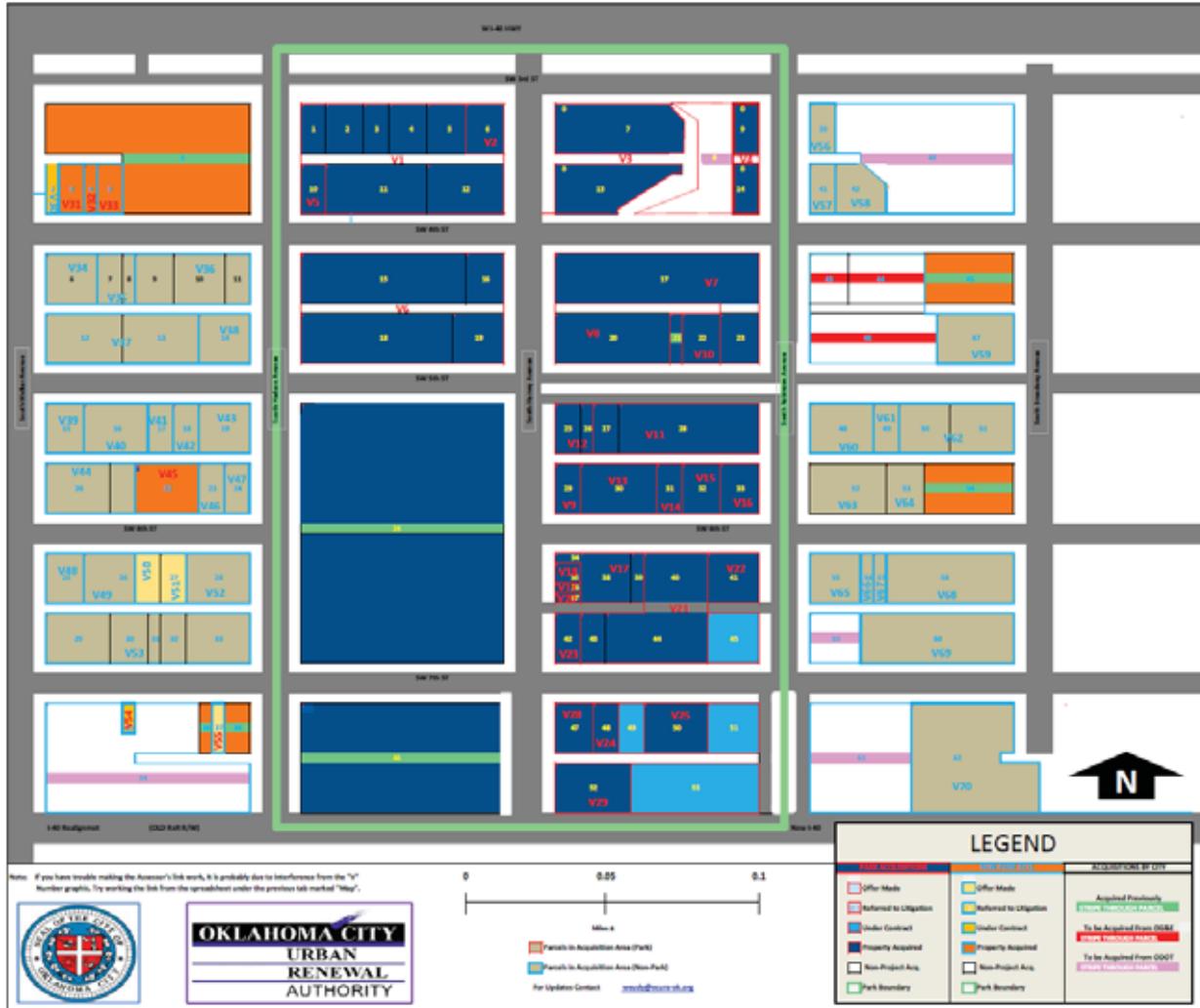
Acquisition Budget \$2.2 million

Uses For development of key catalyst sites along park buffer to spur private investment

Commenced August 2012

Completed Ongoing

Info Owned/Acquired – Buffer Parcels 1, 3, 4, 5, 22, 27, 36, 38, 45, and 54 (See map below).



Acquisition Map for Upper Park and Buffer

South Park Acquisition

Location New I-40 Highway, SW 15th Street, S Robinson Ave, & S Harvey Ave (or S Walker Ave at the north section of the lower park)

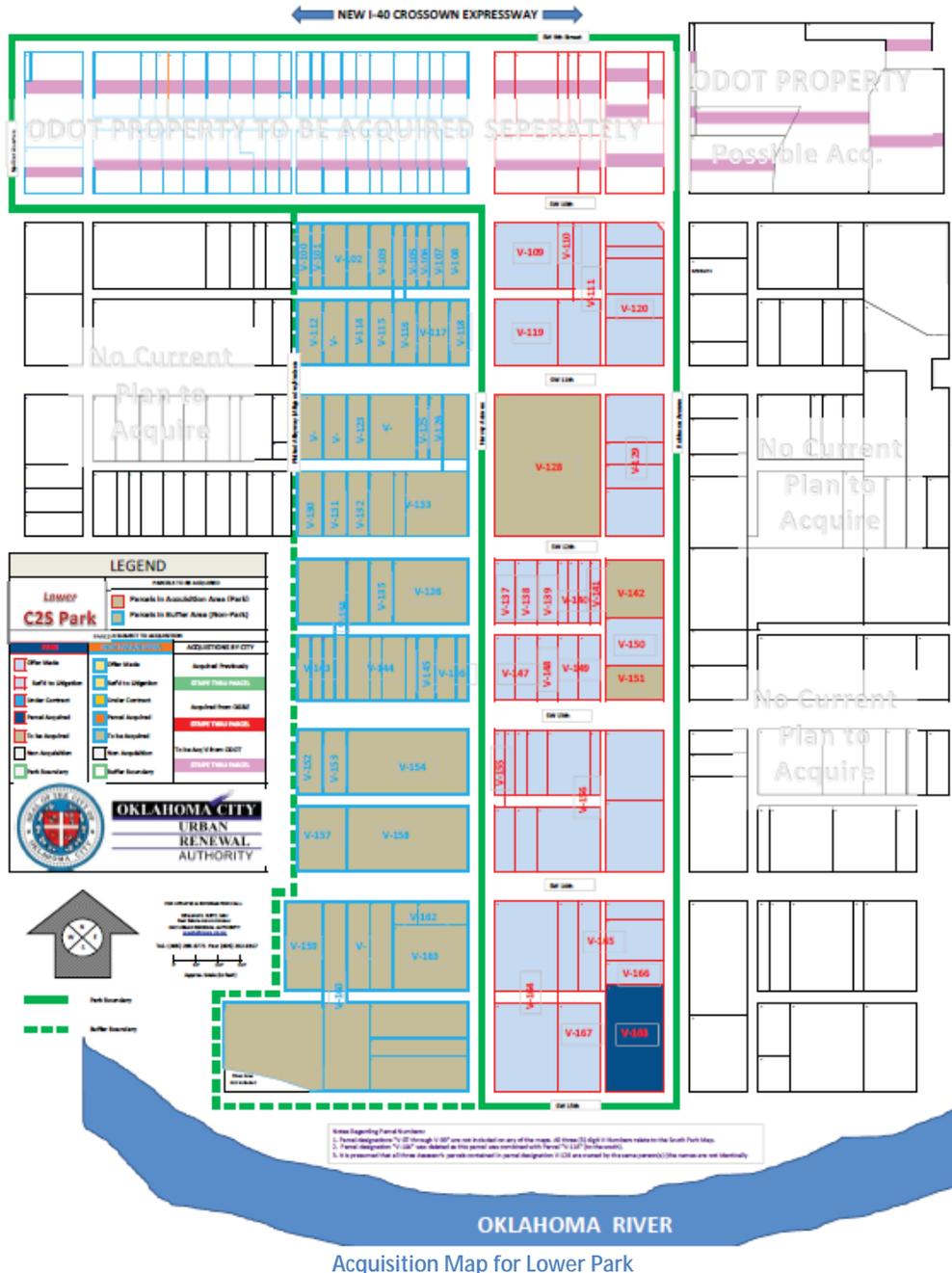
Budget \$13,470,000 (Land Acquisition & Site Prep)

Uses For development of the lower central park (30 acres)

Commenced April 2013

Completed Appraisals and offers underway; ongoing

Info Offers made on all but 3 parcels



Midtown Project Area

The Edge

Location	1325 N Walker, 13 th and Walker
Developer	Gary Brooks
Project Cost	\$36 million
Public Funding	TIF
Jobs Created	30
Uses	250 unit rental apartments
Commenced	Fall 2012
Completed	December 2014
Info	Previous Mercy Hospital site in Midtown, 7,840 sf of retail, parking garage, designed to LEED Standard



The Edge Apartments Site Location Before



The Edge Apartments Completed

Harrison Walnut Project Area

Flatiron Triangle Building - PLICO

Location	126 Harrison Ave – Harrison Ave and NE 5 th Street
Developer	Ainsworth Triangle, LLC
Project Cost	\$3.5 million
Public Funding	n/a
Jobs Created	n/a
Uses	Office
Commenced	August 2014
Completed	Anticipated September 2015
Info	Redevelop a 1924 vacant building (12,512 sf) with the addition of a new third-story (4,206 sf) into the new PLICO Headquarters



Flatiron Triangle Building Before



Flatiron Triangle Building Mid-construction

Flatiron Phase II

Location	Harrison Ave & N Walnut Ave
Developer	Ainsworth Company
Project Cost	Final design and costs still ongoing
Public Funding	n/a
Jobs Created	n/a
Uses	Class A Office Space
Commenced	Still early in the design stage
Completed	n/a
Info	Anticipated 5 story, 65,000 sf of Class A office space, 3 levels of parking



Flatiron Phase II Site Before



Flatiron Phase II as Proposed

General Electric Global Research Oil and Gas Technology Center

Location	NE 10 th and Walnut
Developer	General Electric Company
Project Cost	\$53 million
Public Funding	TIF, EDA Grant
Jobs Created	130
Uses	Office, research and development
Commenced	April 2014
Completed	Anticipated first phase move in March 2016 through Fall 2016
Info	95,000 sf office, research and development center with structured parking.



GE Research Center Site Under Construction



GE Research Center as Proposed

The Hill at Bricktown

Location	220 Russell M. Perry Ave
Developer	The Hill at Bricktown, LLC
Project Cost	\$32 million to date
Public Funding	\$2 million TIF
Jobs Created	n/a
Uses	For-sale townhomes
Commenced	2009
Completed	Projected 2018
Info	50 townhomes complete (Buildings 2B, 3, 4, and 8); 14 townhomes under construction (Buildings 1 and 2) and 19 townhomes planned (Building 5, 6, and 7).



The Hill at Bricktown Site Location Before



The Hill After (Phase 1)

Page Woodson Property

Location	Generally bounded by NE 7th Street, N Kelley Avenue, NE 4th Street, and N. Stonewall Avenue
Developer	New Page, LLC
Project Cost	Under development
Public Funding	Under negotiations
Jobs Created	n/a
Uses	Residential and/or mixed-use redevelopment
Commenced	April 21, 2014 – Invitation for Development Proposals Published. June 20, 2014 – RFP deadline. Two proposals received. November 11, 2014 – New Page, LLC was designated Conditional Redeveloper June 2015 – Environmental investigation underway
Completed	n/a
Info	Redevelopment of a significant block of land adjacent to historic Page Woodson School. Discussions and negotiations are ongoing between the Authority and New Page.



Site Issued for the RFP



Proposed Development

University Medical Center (R-20) Project Area

Innovation District

Location	University Medical Center Urban Renewal Area/Oklahoma Health Center, exact boundaries are not yet defined
Uses	Mixed-use innovation district
Commenced	Studies and planning by the Brookings Institute being commenced
Completed	n/a
Info	Efforts are underway to study how the Oklahoma Health Center campus and surrounding area can be transformed into an "innovation district" which would include retail, residential and non-medical businesses and would focus on making the district more accessible by bike and foot. "Innovation districts" are economic development tools that utilize partnerships with higher education institutions, businesses, and government to fuel job growth and redevelopment in targeted locations.

OU E-Suites

Location	920 N.E. 8th Street
Developer	REHCO OUES, LLC
Project Cost	\$30 million
Public Funding	NMTC, Section 108 HUD Revolving Loan, TIF
Jobs Created	50
Uses	195 room hotel with conference center
Commenced	August 2013
Completed	February 2015
Info	6 floors, business center, banquet room, indoor pool, restaurant, bar, lounge



OU E-Suites Site Location Before



OU E-Suites Hotel Completed

Sports-Entertaining-Parking Area Project Area

The Steel Yard

Location	Lincoln and Sheridan
Developer	Gary Brooks/Andy Burnett
Project Cost	\$75 million (\$39 million for Phase I)
Public Funding	\$1.5 million Brownfields Grant, HUD NSP Grant, TIF
Jobs Created	30
Uses	250 unit apartment including 39 units of workforce housing; retail, parking structure
Commenced	March 2013 – Environmental Remediation August 2014 – Utility Relocation May 2015 – Construction Start
Completed Info	Anticipated end of 2017 17,300 sf of retail in Phase I. Phase II to commence before the end of 2015 and will include 146 apartment units with 7,700 sf of retail.



The Steel Yard Site Location Before



Proposed Phase I of the Steel Yard Apartments

East Bricktown Hotels – AC Hotel by Marriott and Hyatt Place

Location	Lincoln and Sheridan
Developer	Gary Brooks/Andy Burnett
Project Cost	\$50 million
Public Funding	\$1.5 million Brownfields Grant, HUD NSP Grant, TIF
Jobs Created	30
Uses	To feature an AC by Marriott and Hyatt Place
Commenced	September 2015 – Anticipated Construction Start
Completed	n/a
Info	Hyatt Place to feature 132 hotel rooms. AC by Marriott to feature 130 hotel rooms.



AC and Hyatt Place Hotel Site



Proposed AC Hotel



Proposed Hyatt Place

Staybridge Suites

Location	Lincoln and Reno
Developer	Shri Krishnapriya Hospitality, LLC
Project Cost	\$6 million?
Public Funding	n/a
Jobs Created	40
Uses	Hotel
Commenced	Anticipated December 2015
Completed	Anticipated January 2017
Info	137 rooms, 5 story



Staybridge Suites Site Location Before



Staybridge Suites as Proposed

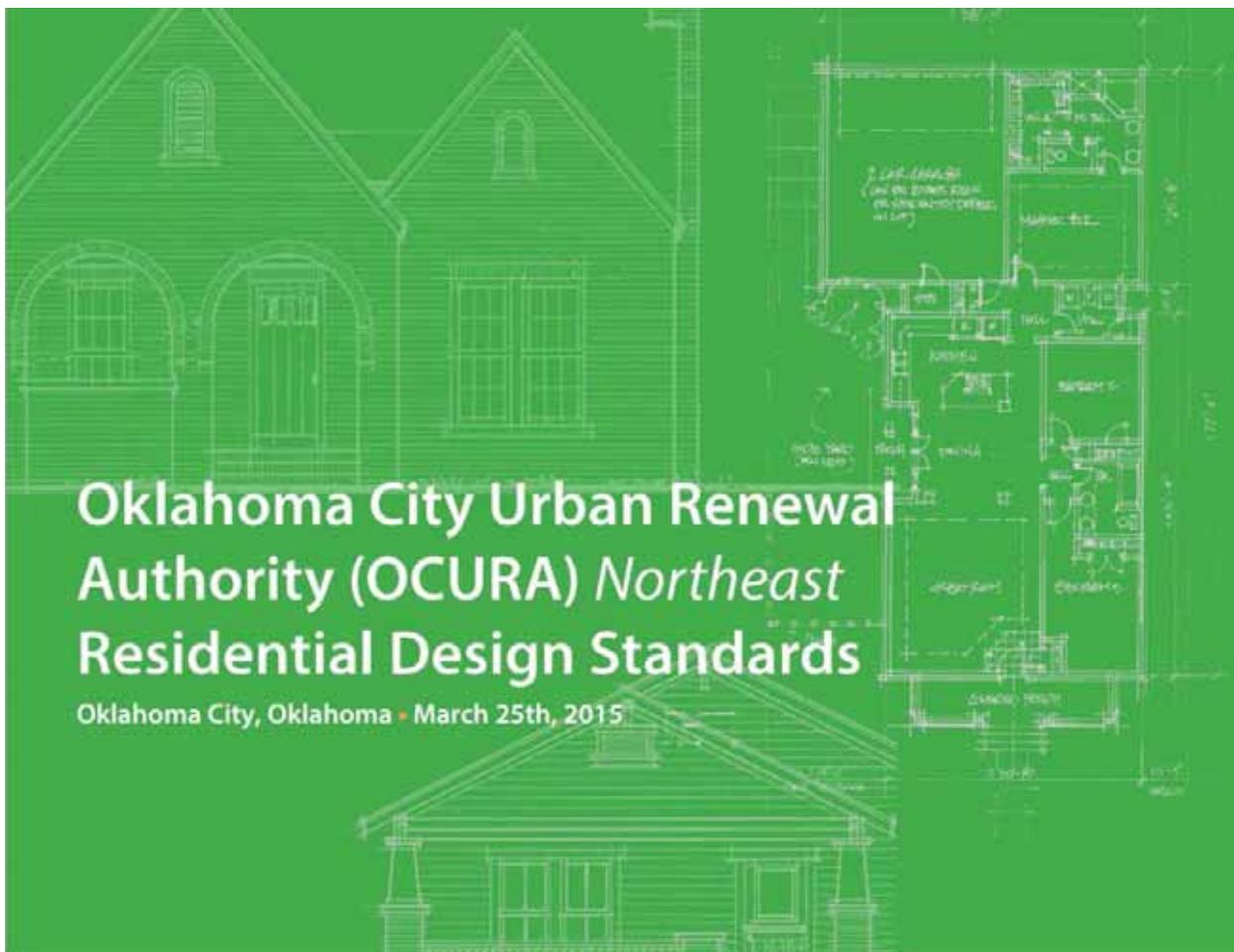
John F. Kennedy Project Area

Northeast Residential Design Standards

Location JFK Urban Renewal Area

Date Adopted March 25, 2015

Objective These standards and guidelines were created to refresh existing design standards and progress to a higher level of neighborhood planning and infill development while preserving and respecting the history and existing housing stock in the area. The standards will help guide OCURA while working with prospective developers, builders and existing property owners to deliver housing that will bring new residents to Northeast Oklahoma City and increase property values for existing property owners.



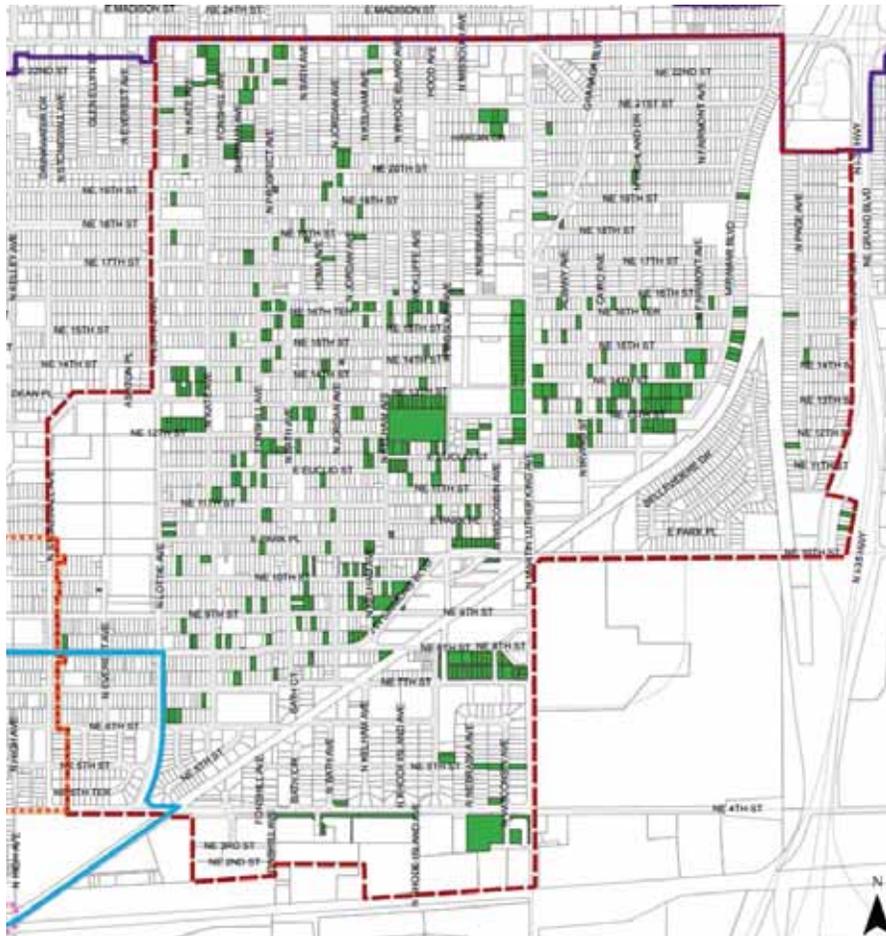
Northeast Residential Design Standards adopted March 25, 2015

RFP for Prospective Homeowners

Location	JFK Urban Renewal Area
Date Authorized	June 2015
Deadline	Open ended until further notice
Information	The Authority invites the submission of written proposals from prospective homeowners wishing to purchase an Authority owned lot for the construction of their home.
Goal	The Authority owns many vacant, scattered residential lots and is seeking to reestablish owner occupancy in the neighborhood with well designed, infill homes.

RFP for Builders and Real Estate Developers

Location	JFK Urban Renewal Area
Date Authorized	June 2015
Deadline	Open ended until further notice
Information	The Authority invites the submission of written proposals from qualified residential developers for the purchase and construction of single family, owner occupied homes on Authority owned lots.
Goal	The Authority owns many vacant, scattered residential lots and is seeking to reestablish owner occupancy in the neighborhood with well designed, infill homes.



Property Inventory for JFK Single Family RFPs

NE 23rd Street and Fonshill Ave

Location	23 rd Street and Fonshill Ave
Developer	n/a; received one proposal response from Mu'Min Development, LLC
Project Cost	Under development
Public Funding	No award at this time
Jobs Created	TBD
Uses	Proposed commercial and residential
Commenced	June 23, 2014 – Request for Proposals released August 22, 2014 – One proposal response received
Completed	n/a
Info	The Authority issued an RFP for redevelopment proposals for mixed-use, commercial, or residential redevelopment that will contribute to continued efforts to revitalize Northeast Oklahoma City. One proposal was received from Mu'Min Development, discussions and negotiations are ongoing.



Property Issued in the RFP



Proposal Response

Dr. Barnes OHFA (Oklahoma Housing Finance Agency) Award

Location	Kate Ave and NE 11 th Street
Developer	RJCB and OSAF Collaborative Foundations Affordable Housing Projects
Project Cost	n/a
Public Funding	OHFA Awards – revolving acquisition-rehabilitation/construction loan - \$300,000
Jobs Created	n/a
Uses	Affordable Single Family Homes
Commenced	Project Delayed
Completed	uncertain
Info	For the construction of 3 single-family houses on scattered lots in the JFK Urban Renewal Project Area. The sale of the homes will be restricted to low-and-moderate-income buyers who meet eligibility criteria set by OHFA.



Lots Authorized to Dr. Barnes for Residential Development

Mu'Min OHFA (Oklahoma Housing Finance Agency) Award

Location	Fonshill Ave and NE 21 st Street
Developer	Mu'Min Development, LLC
Project Cost	n/a
Public Funding	OHFA Awards – revolving acquisition-rehabilitation/construction loan - \$250,000
Jobs Created	n/a
Uses	Affordable Single Family Homes
Commenced	July 2015
Completed	Anticipated Summer 2016
Info	For the construction of 2 single-family houses on scattered lots in the JFK Urban Renewal Project Area. The sale of the homes will be restricted to low-and-moderate-income buyers who meet eligibility criteria set by OHFA.



Lots Authorized to Mu'min for Residential Development

Dunbar

Location	NE 7 th Street and N Kate Ave
Developer	Old School Properties, LLC
Project Cost	Approx. \$6 million
Public Funding	\$525,000 CDBG, Historic preservation tax credit, LIHTC
Jobs Created	n/a
Uses	Residential
Commenced	January 2017
Completed	January 2018
Info	38-42 units, low-income senior housing



Site Location Map



Proposed Typical 2 Bedroom Units

Ron Walters Homes, LLC – Platted John F. Kennedy Addition

Location	John F. Kennedy Addition (Various Lots)
Developer	Ron Walters Homes, LLC
Project Cost	Current Phase (FY 2013-14): Est. Cost. \$899,345 (Retail) 3 Sold & 1 for sale.
Public Funding	Private & Home Funds
Jobs Created	n/a (Construction Jobs Only)
Uses	Residential Housing - Five Single-Family Homes
Commenced	FY 2013-14 (4) Single Family. FY-2014-15 (1) Single Family.
Completed	FY 2013-15 (5) - Single Family
Info	Completed: 501 Bath Ave - \$133,000, 1,506 SF (Market Rate); 501 Fonshill – \$131,000, 1,280 SF; 1609 NE 6 th – \$260,155, 2,225 SF (Market Rate); 500 Bath Ave – \$120,300, 1,220 SF (Home Funds); 700 Bath Ct – \$254,890, 2,208 SF (Executive Home).



1609 NE 6th St. Custom Market Rate Home Under Construction



1609 NE 6th St. Custom Market Rate Home Completed



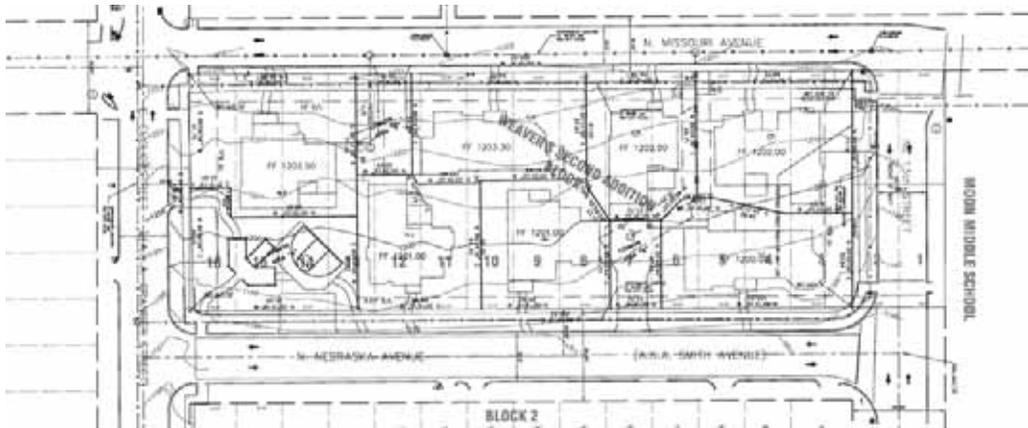
700 Bath Court - Custom Market Rate Home Under Construction



501 N. Bath Ave. Market Rate Home Completed

Ron Walters Homes, LLC (SNI) Truman East Addition (Affordable & Market Rate Housing)

Location	NE Euclid Between Nebraska & Missouri
Developer	Ron Walters
Project Cost	\$796,000
Public Funding	Market Rate and Affordable(43% of project is Low-to-Moderate Income)
Jobs Created	n/a (Construction Jobs Only)
Uses	Residential housing, Seven (7) Single-Family Homes (2 in Current Phase)
Commenced	FY 2013-15 – (3) Single-Family Affordable Homes, (2) Market Rate (Phase 1) FY 2015-16 – (2) Single-Family Market-rate Homes to be under construction (Phase 2)
Completed	FY 2013-15 – (3) Single-Family Affordable Homes, (2) Market Rate (Phase 1) Anticipated FY 2015-16 - (2) Single-Family Market-rate Homes (Phase 2)
Info	Entire Project includes 7 for-sale residential units, 3 affordable plus 4 market rate. 1300 N. Missouri – \$120,000 (Home Funds) Sold; 1316 N. Missouri – \$148,000 (Market Rate) Not Under Construction Yet; 1320 N. Missouri - \$137,900 (Market Rate) Sold; 1324 N. Missouri – \$158,000 (Market Rate) Sold; 1309 N. Nebraska - \$ 120,000 (Home Funds) Under Contract; 1317 N. Nebraska – \$113,000 (Home Funds) Sold; 1321 N. Nebraska - \$148,000 (Market Rate); Not Under Construction yet.



Preliminary Site Plan Truman East



1300 N. Mo. (and 1309 & 1317 N. Nebraska) - 3 Affordable Homes



1324 N. Missouri (Market Rate Home)

Ron Walters Construction Services, Inc. - Fairhaven

Location	Fairhaven Addition (A replat of Block 25 John F. Kennedy Addition)
Developer	Ron Walters Construction Services, Inc.
Project Cost	\$630,000
Public Funding	n/a
Jobs Created	n/a (Construction Jobs Only)
Uses	Residential Housing
Commenced	2009
Completed	Completion Projected 2016
Info	Fair Havens is a mix of 24 living units (all market rate). 10 duplex units (5 buildings total), 1 triplex unit and 11 single family homes. All are complete except 2 single-family home lots. The single family homes have sold from \$122,000 - \$180,000.



1709 NE 6th (Fairhaven) Completed & Sold



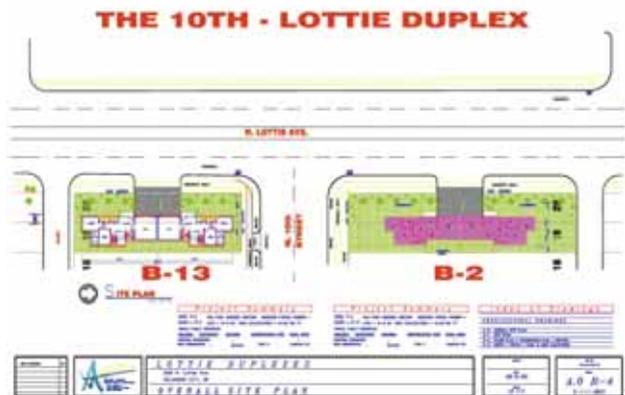
Completed Homes (Fairhaven)

JazKo, LLC – Duplexes (Contemporary Infill Student Housing)

Location	Various Lots West of Lottie Between NE 9th & NE 14 th
Developer	JazKo, LLC (Gerard Jazzar, Johnny Jazzar, Rudy Khouri)
Project Cost	Current Phase \$260,000 (Under Construction/Follow-On Phases est. \$1-2 Million)
Public Funding	n/a (Market Rate Student Housing)
Jobs Created	n/a (Construction Jobs Only)
Uses	Residential Housing Duplex (Student Housing Rental Property OUHSC)
Commenced	FY 2013-14 – (2) Two-Family Houses FY 2014-15 – Delayed
Completed	Project Delayed, Redevelopment Agreement Extended: Phase I Anticipated August 31, 2015 Phase II Anticipated March 18, 2016
Info	Two (2-bedroom) Duplexes identified as rental for student housing



Typical Elevation



Typical Floor/Site Plan



NE Corner of 10th & Lottie (Foundation & Plumbing Installed)



SE Corner of 10th & Lottie

Mitchford SNI – Single-Family Infill Housing in Partnership with the City of Oklahoma City

Location	E. Euclid between Kelham & Missouri (Block 1, Edgemont Addition)
Developer	Mitchford LLC (Kelvin Mitchell, David Lloyd, Ruth and Joe Barnes)
Project Cost	Current Phase (FY 2012-13) \$515,000 Plus \$200,000 in Infrastructure
Public Funding	Home Funds (Approx. 70% of Housing Cost) CBDG (10% of Total Costs)
Jobs Created	n/a (Construction Jobs Only)
Uses	Residential Housing (Single-Family). 10 single-family homes proposed: 7 affordable and 3 market rates.
Commenced	Existing Phased RDA Phase 1 Commenced in FY 2012-13
Completed	Anticipated 2016
Info	1701 NE Euclid – not under construction, affordable 1705 NE Euclid – not under construction, affordable 1709 NE Euclid – not under construction, affordable 1713 NE Euclid – not under construction, affordable 1721 NE Euclid – sold \$155,000, market rate 1725 NE Euclid – slab poured, affordable 1729 NE Euclid – complete, affordable 1733 NE Euclid – sold \$119,700, 1741 NE Euclid – not under construction, market rate 1745 NE Euclid – sold \$140,400, market rate



Preliminary Floor/Site Plan



1745/1733/1729 NE Euclid (Complete)

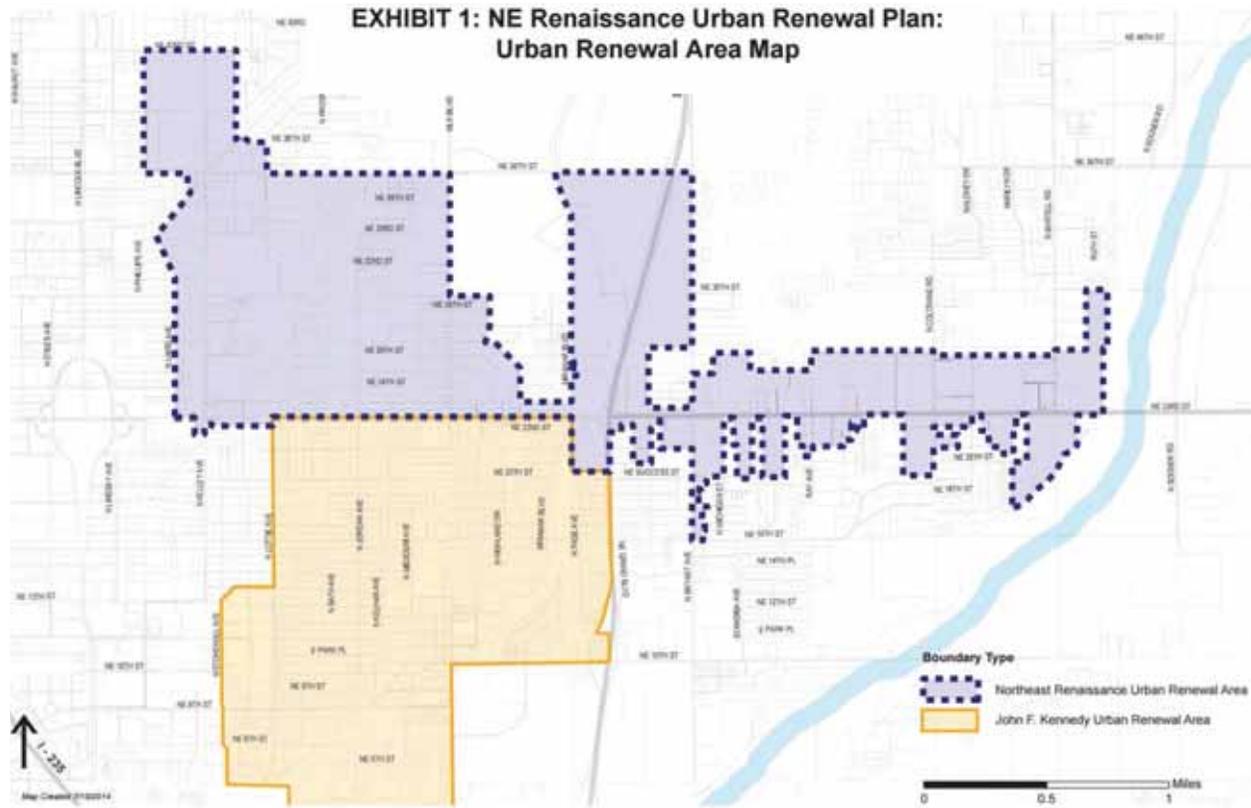


1745 NE Euclid (Sold)

Northeast Renaissance

Creation of Northeast Renaissance Urban Renewal Project Area

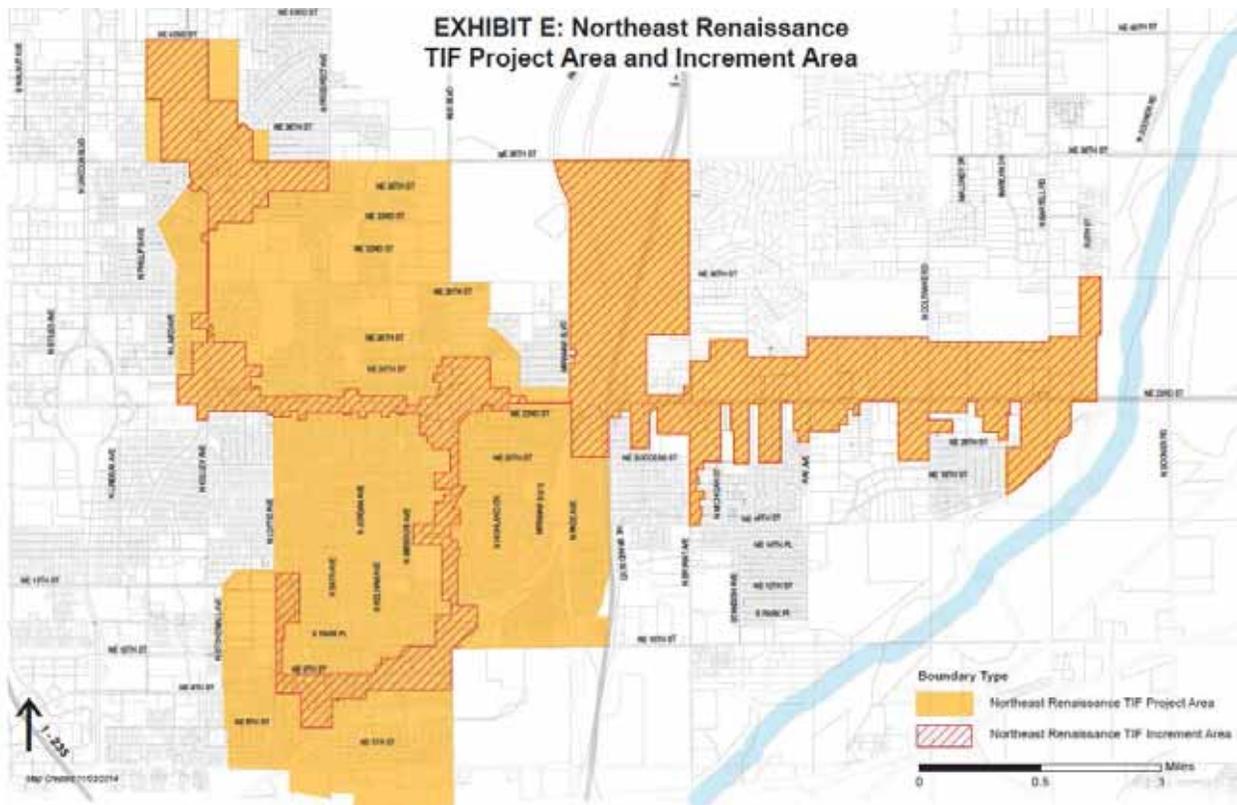
Boundaries	Generally bounded by North Phillips Avenue on the west, North Sooner Road on the east, NE 36th Street on the north, and NE 20th Street on the south (adjacent to and north of the existing JFK Urban Renewal Area)
Goal	The Northeast Renaissance Urban Renewal Plan is necessary for the implementation of current public goals and assistance in the efforts to create and sustain vibrant urban neighborhoods.
Adopted	-On July 29, 2014, City Council adopted a resolution declaring the area blighted that lies largely between North Phillips Avenue on the west, North Sooner Road on the east, NE 36th Street on the north, and NE 20th Street on the south. -Plan Approved by City Council on December 30 th , 2014.
Info	A large portion of northeast Oklahoma City centered at Northeast 23rd Street and Martin Luther King Avenue was declared “blighted” by the Oklahoma City Council after the reviewing a study showing the area is struggling with high unemployment and crime, plummeting home ownership, unsafe conditions and crumbling buildings and infrastructure. As a result, the creation and adoption of the Northeast Renaissance Urban Renewal Plan will allow a large geographic area of northeast Oklahoma City to have access to planning, redevelopment, and financing tools to assist in residential and commercial redevelopment.



NE Renaissance Urban Renewal Area Map

Creation of TIF 9 District

Boundaries	<p><i>Northeast Renaissance TIF Increment Area:</i> Along NE 23rd Street and extending on its major arterial intersector generally from the Oklahoma River (aka North Canadian River) on the east, to Interstate 235 on the west, from N.E. 50th Street on north to N.E. 10th Street to the south.</p> <p><i>Northeast Renaissance TIF Project Area:</i> Includes both JFK Urban Renewal Project Area and Northeast Renaissance Urban Renewal Project Area Boundaries.</p>
Goal	The primary purposes of the Plan are to reduce and eliminate blight conditions, reverse economic stagnation, create new employment opportunities and growth, create new businesses, and to stimulate the rehabilitation and preservation of historically or architecturally significant structures with an established historic value in the Project Area. The Project Area also includes the areas contained in two urban renewal plans adopted by The City of Oklahoma City.
Adopted Info	-Plan Approved by City Council on January 13 th , 2015 Redevelopment in the Northeast Renaissance Project Increment District and the Project Area is estimated to stimulate new investments of over \$225,000,000. The proposed budget for project costs within Increment District No. 9 has been initially established at \$45,000,000.



NE Renaissance TIF Project Area and Increment Area

King's Crossing

Location	NE 23 rd Street and MKL Ave.
Developer	Esperanza Real Estate Investments
Project Cost	\$50,000,000
Public Funding	Brownfields, NMTC, Section 108, TIF (to be determined)
Jobs Created	n/a at this time
Uses	Mixed-Use (retail, office, education center, medical complex, and residential)
Commenced	Environmental Testing Complete
Completed	n/a
Info	A catalytic project and major redevelopment of a significant commercial corridor corner. A new 50,000 sf grocery store will replace the existing 18,000 sf grocery store serving as the anchor for additional retail, office and residential development.



Existing Grocery Store on the NE corner of NE 23rd and MLK Ave

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, 2015

	<u>Closeout</u>		<u>Core to Shore</u>			<u>Harrison-</u>			<u>Bass Pro</u>		<u>Budget</u>
	<u>Project</u>	<u>Revolving</u>	<u>MAPS 3</u>	<u>Core to Shore</u>	<u>SEP II</u>	<u>Walnut</u>	<u>Nonfederal</u>	<u>OCRC</u>	<u>Shop</u>	<u>Total</u>	<u>2014-15</u>
	<u>Fund</u>	<u>Fund</u>	<u>Fund</u>	<u>Buffer</u>	<u>Fund</u>	<u>Other Fund</u>	<u>Fund</u>		<u>Fund</u>		
Assets											
Cash	3,105,753	31,067	11,881	1,231,227	-	35,588	390,381	221,694	214,973	5,242,563	
Investments	3,698,000	-	-	-	-	-	495,000	-	245,000	4,438,000	
Accounts Receivable	-	21,378	-	-	-	-	-	-	-	21,378	
Due from Other Governmental Entities	371,542	8,261	195,312	-	-	-	-	-	-	575,115	
Due from Other Funds	489,739	313,325	-	-	-	-	137,530	-	-	940,594	
Total Assets	7,665,034	374,031	207,193	1,231,227	-	35,588	1,022,912	221,694	459,973	11,217,651	
Liabilities and Fund Balances											
Due to Other Funds	-	373,957	227,946	-	46,476	289,981	2,234	-	-	940,594	
Accounts Payable	1,270,734	74	-	-	-	-	-	-	-	1,270,808	
Deposits	-	-	-	-	-	30,000	-	-	-	30,000	
Total Liabilities	1,270,734	374,031	227,946	-	46,476	319,981	2,234	-	-	2,241,402	
Total Fund Balances	6,394,301	-	(20,753)	1,231,227	(46,476)	(284,394)	1,020,677	221,694	459,973	8,976,249	
Total Liabilities and Fund Balances	7,665,034	374,031	207,193	1,231,227	-	35,588	1,022,912	221,694	459,973	11,217,651	
Revenues											
Grant Revenues - CDBG	1,676,538	-	-	-	-	-	-	-	-	1,676,538	1,844,274
Grant Revenues - Other	-	-	-	-	-	-	-	-	-	-	-
Rentals	130,995	-	-	-	-	-	-	-	629,205	760,199	736,820
Real Estate Sales	2,574,765	-	-	-	-	42,000	64,595	-	-	2,681,360	3,250,000
Interest	22,788	-	-	131	-	-	1,589	86	-	24,595	25,000
Core to Shore MAPS 3 Project	-	-	216,127	-	-	-	-	-	-	216,127	250,000
Other	-	-	-	-	-	-	-	-	-	-	-
Total Revenues	4,405,086	-	216,127	131	-	42,000	66,185	86	629,205	5,358,820	6,106,094
Expenditures											
General and Administrative	499,333	-	65,928	29,640	11,765	228,666	1,040	-	69,279	905,651	898,500
Real Estate Acquisition	934,964	-	109,168	1,444	-	7,775	6,303	-	-	1,059,653	2,300,000
Property Disposition	424,527	-	97	-	345	2,855	-	-	-	427,824	400,000
Site Clearance/Improvements	-	-	-	39,219	-	-	-	-	16,215	55,435	100,000
Legal and Professional	439,785	-	142,851	21,330	25,875	89,275	-	-	1,675	720,791	400,000
Property Management	294,158	-	-	-	-	-	-	-	146,888	441,046	457,500
Payments to the City of OKC	1,270,195	-	-	-	-	-	-	-	325,000	1,595,195	2,100,000
Other	9,487	-	-	-	8,490	3,410	100	-	16,991	38,478	40,000
Total Expenditures	3,872,449	-	318,045	91,632	46,476	331,981	7,443	-	576,048	5,244,073	6,696,000
Changes in Fund Balance	532,638	-	(101,917)	(91,501)	(46,476)	(289,981)	58,742	86	53,157	114,747	(589,906)
Fund Balance, Beginning of Year	5,861,663	-	81,164	1,322,728	-	5,588	961,935	221,608	406,816	8,861,502	
Fund Balance, Current	6,394,301	-	(20,753)	1,231,227	(46,476)	(284,394)	1,020,677	221,694	459,973	8,976,249	

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 July 31, 2015

	<u>Closeout</u>		<u>Core to Shore</u>			<u>Harrison-</u>			<u>Bass Pro</u>			<u>Budget</u>
	<u>Project</u>	<u>Revolving</u>	<u>MAPS 3</u>	<u>Core to Shore</u>	<u>SEP II</u>	<u>Walnut</u>	<u>Nonfederal</u>	<u>OCRC</u>	<u>Shop</u>	<u>Total</u>		<u>2015-16</u>
	<u>Fund</u>	<u>Fund</u>	<u>Fund</u>	<u>Buffer</u>	<u>Fund</u>	<u>Other Fund</u>	<u>Fund</u>		<u>Fund</u>			
Assets												
Cash	2,103,972	130,826	48,421	1,230,047	-	35,588	340,556	221,701	255,003	4,366,113		
Investments	3,208,000	-	-	-	-	-	495,000	-	245,000	3,948,000		
Accounts Receivable	-	25,498	-	-	-	-	-	-	-	25,498		
Due from Other Governmental Entities	348,510	12,275	196,466	-	-	-	-	-	-	557,252		
Due from Other Funds	255,511	(168,589)	(224,659)	-	(1,545)	(46,015)	185,296	-	-	-		
Total Assets	5,915,993	10	20,229	1,230,047	(1,545)	(10,427)	1,020,852	221,701	500,003	8,896,863		
Liabilities and Fund Balances												
Accounts Payable	539	10	-	-	-	-	-	-	-	549		
Deposits	-	-	-	-	-	30,000	-	-	-	30,000		
Total Liabilities	539	10	-	-	-	30,000	-	-	-	30,549		
Total Fund Balances	5,915,454	-	20,229	1,230,047	(1,545)	(40,427)	1,020,852	221,701	500,003	8,866,314		
Total Liabilities and Fund Balances	5,915,993	10	20,229	1,230,047	(1,545)	(10,427)	1,020,852	221,701	500,003	8,896,863		
Revenues												
Grant Revenues - CDBG	-	-	-	-	-	-	-	-	-	-	1,825,000	
Grant Revenues - Other	-	-	-	-	-	-	-	-	-	-	-	
Rentals	400	-	-	-	-	-	-	-	52,434	52,834	720,000	
Real Estate Sales	-	-	-	-	-	-	-	-	-	-	1,500,000	
Interest	3,229	-	-	10	-	-	175	7	-	3,421	27,000	
Core to Shore MAPS 3 Project	-	-	-	-	-	-	-	-	-	-	325,000	
Other	-	-	-	-	-	-	-	-	-	-	-	
Total Revenues	3,629	-	-	10	-	-	175	7	52,434	56,254	4,397,000	
Expenditures												
General and Administrative	13,101	-	7,724	25	547	41,419	-	-	-	62,817	810,500	
Real Estate Acquisition	-	-	4,300	-	-	-	-	-	-	4,300	1,750,000	
Property Disposition	7,865	-	-	-	-	-	-	-	-	7,865	600,000	
Site Clearance/Improvements	-	-	-	-	-	-	-	-	346	346	300,000	
Legal	-	-	6,110	1,165	-	-	-	-	-	7,275	450,000	
Other Professional	11,672	-	3,050	-	998	424	-	-	-	16,143	200,000	
Property Management	29,336	-	-	-	-	-	-	-	12,057	41,393	465,500	
Payments to the City of OKC	-	-	-	-	-	-	-	-	-	-	750,000	
Other	-	-	-	-	-	4,171	-	-	-	4,171	40,000	
Total Expenditures	61,974	-	21,184	1,190	1,545	46,015	-	-	12,403	144,311	5,366,000	
Changes in Fund Balance	(58,346)	-	(21,184)	(1,180)	(1,545)	(46,015)	175	7	40,030	(88,057)	(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		
Fund Balance, Current	5,915,454	-	20,229	1,230,047	(1,545)	(40,427)	1,020,852	221,701	500,003	8,866,314		

Unaudited - For Management Use Only

Oklahoma City Urban Renewal Authority
Schedule of Investments
July 31, 2015

<u>Investments</u>	<u>Interest</u> <u>Rate</u>	<u>Maturity</u> <u>Date</u>	<u>Settlement</u> <u>Date</u>	<u>Amount</u>
Compass Bank CD	0.65%	09/11/15	09/11/13	245,000
Safra National Bank CD	0.50%	09/15/15	09/15/14	245,000
Bank of China NY CD	0.45%	09/17/15	09/17/14	245,000
Sallie Mae Bank CD	0.75%	10/17/15	10/16/13	245,000
State Bank of India CD	0.85%	10/19/15	10/18/13	245,000
Discover Bank CD	0.50%	12/11/15	12/11/13	245,000
SmartBank CD	0.50%	04/22/16	04/07/14	245,000
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
Total Investments				3,948,000