

AGENDA  
REGULAR MEETING OF  
OKLAHOMA CITY URBAN RENEWAL AUTHORITY  
WEDNESDAY, OCTOBER 21, 2020  
TELECONFERENCE  
10:30 A.M.

**“Business will commence as soon after 10:30 a.m. as the Oklahoma City Redevelopment Authority is adjourned**

This meeting will be held by teleconference for the Board of Commissioners of the Oklahoma City Urban Renewal Authority (OCURA) as authorized by SB 661 and the state of emergency declared by Gov. Kevin Stitt on March 15, 2020. If a member of the public wishes to participate, the meeting can be accessed online at <https://us02web.zoom.us/j/86986622311>; (which will allow the presentation(s) to be viewed); or by dialing +1 346 248 7799; *Meeting ID: 869 8662 2311*. Commissioners of OCURA will be appearing via teleconference:

Mr. J. Larry Nichols	(via teleconference)
Ms. Judy J. Hatfield	(via teleconference)
Mr. Mark Beffort	(via teleconference)
Mr. James R. Tolbert	(via teleconference)
Mr. Russell Perry	(via teleconference)

Written materials for this meeting are available to the public at: <https://www.theallianceokc.org/2020-meetings>. If a member of the public wishes to speak under the agenda item “Citizens to be heard”, please email: [Elizabeth.larios@theallianceokc.org](mailto:Elizabeth.larios@theallianceokc.org) prior to the meeting time with your name, address phone number, and the topic on which you would like to speak.  
Meeting video and audio will be recorded.

1. Call to Order
2. Statement of Compliance with the Oklahoma Open Meeting Law
3. Roll Call
4. Reading and Approval of Minutes of a Regular Meeting on Wednesday, September 16, 2020

**CORE TO SHORE**

5. Resolution No. \_\_\_\_\_ Approving Schematic Design Studies and Design Development Documents Submitted by Boulevard Place OKC, LLC for the Redevelopment of Property Located on the Southeast Corner of Oklahoma City Boulevard and Broadway Avenue, Core To Shore Urban Renewal Plan

**JFK PROJECT AREA**

6. Resolution No. \_\_\_\_\_ Resolution Approving Lease Agreement with Restore Food, LLC, for a Parking Lot located at the Southeast Corner of Northeast 23<sup>rd</sup> Street and North Kelham Avenue,

OCURA AGENDA

October 21, 2020

Page 2

John F. Kennedy Urban Renewal Plan

7. Resolution No. \_\_\_\_\_ Resolution Approving a Redevelopment Agreement with Progress OKC, a Community Development Corporation, Inc., for Seven Single-Family Residences and One Duplex Residence in the Area Bordered by Northeast 11<sup>th</sup> Street, North Wisconsin Avenue, Northeast 13<sup>th</sup> Street, and North Kelham Avenue, John F. Kennedy Urban Renewal Plan

**GENERAL MATTERS**

8. Resolution No. \_\_\_\_\_ Resolution Authorizing a Community Development Block Grant Operating Agreement with the City Of Oklahoma City for Fiscal Year 2020–2021 and Execution of the Agreement by the Executive Director
9. Resolution No. \_\_\_\_\_ Resolution Approving a Community Development Block Grant Services Agreement between the Oklahoma City Urban Renewal Authority and The Alliance for Economic Development of Oklahoma City, Inc., for the Management of the CDBG Program in Accordance with the CDBG Operating Agreement between the Oklahoma City Urban Renewal Authority and the City Of Oklahoma City for Fiscal Year 2020–2021
10. Resolution No. \_\_\_\_\_ Resolution Approving Community Development Block Grant Services Agreement between the Oklahoma City Urban Renewal Authority and the Center For Economic Development Law, PLLC, Fiscal Year 2020–2021 for the Provision of General Counsel Services Needed in Connection with the CDBG Program in Accordance with the CDBG Operating Agreement between the Oklahoma City Urban Renewal Authority and the City Of Oklahoma City
11. Presentation Interim Financial Report for the Period Ending August 31, 2020
12. Annual Report Presentation
13. Staff Report
14. Citizens To Be Heard
15. Adjournment

Posted at the offices of the City Clerk, And At <https://www.theallianceokc.org/2020-meetings> by 10:30 a.m. on Tuesday, October 20, 2020 by Pam Lunnon, Executive Assistant

## **OCURA BOARD OF COMMISSIONERS INSTRUCTIONS FOR TELECONFERENCE**

The October 21, 2020 OCURA meeting will be a teleconference with video only of the presentation slides (not the participants). To join the meeting, click on the following computer link: <https://us02web.zoom.us/j/86986622311>. This is necessary to view the presentations. To use telephone audio rather than computer audio, use a **telephone to call +1 346 248 7799** and when prompted enter **Meeting ID: 869 8662 2311**; beginning at 10:30 a.m. on Wednesday, October 21, 2020. The phones will remain live during the entire meeting for roll call and the ability to ask questions and make comments. Roll call will be taken every 15 minutes to ensure quorum is in attendance. Please announce if you need to leave at any time during the meeting so the Secretary will know you are absent and have not been disconnected.

If the teleconference is disconnected at any time during the meeting, the meeting shall be stopped and reconvened once the audio connection is restored. The Chairman will announce at the beginning of the meeting that if connections are lost, the OCURA will attempt to restore communications for a maximum of ten minutes and if communications cannot be restored, the meeting will reconvene at a certain date, time, and place.

All items requiring action will be recorded by voice vote. Pam Lunnon will ask each member to respond with “Aye or Nay” or “Yes or No”. If you need to recuse yourself, please announce you are leaving the meeting to recuse yourself. If you do not respond to roll call, you will be recorded as being absent.

The meeting will be recorded and available to staff after the meeting. Staff will be available on the teleconference for questions or comments.

Citizens are requested to email [Elizabeth.larios@theallianceokc.org](mailto:Elizabeth.larios@theallianceokc.org) in advance of the meeting to request to be heard under “Citizens to be Heard.” All citizen participation phones will be muted during the meeting until the Chair recognizes the citizen to comment.

If you have any questions or comments about the substance or requirements for the meeting, please contact Cathy O’Connor or Leslie Batchelor. If you have technical or logistical questions, please contact Elizabeth Larios.

### **Additional Instructions About Zoom Meetings:**

Although you can participate in Zoom meetings by either Zoom video conference on the computer link or by calling into the Zoom conference phone line, joining by the computer link is necessary in order to view the presentations on screen.

#### **Pre-Meeting:**

- If you are accessing a Zoom **video conference from your computer** for the first time, allow 5-10 minutes ahead of the meeting to get set up.

- When you click the weblink for the conference, you will have to download a driver onto your computer.
- You only download the driver once.
- You can video conference without a computer camera—it will just be audio through your computer microphone.
- If you're trying to Zoom **video conference from your phone**, download the App ahead of time.
  - Search Zoom in the App store. The app is called Zoom Cloud Meetings (it is a blue with a white camera icon).
- If you're trying to Zoom **phone conference call**, make sure you have the conference call number and meeting ID available.

### **To Start Meeting:**

- Click on the link **or** call the number to access the Zoom meeting.
  - You can do not have to do both, just one or the other.
- Enter “meeting ID” if prompted.
- Enter “Password” if prompted
- You can enable computer abilities, like microphone, camera, chat, screen share, etc.
  - Please be aware you will be muted by host upon entry to the meeting.

### **During Meeting:**

- Set up screen preferences.
- If you notice you're getting feedback, you might have two microphones on (one from the computer and one from the phone), so please mute one of them.
- If you have a technical emergency with Zoom during the meeting, email [Elizabeth.larios@theallianceokc.org](mailto:Elizabeth.larios@theallianceokc.org).

### **To End Meeting:**

- Host can end entire meeting.
- Host can leave meeting and have others on call continue to meet without host present.

### **Best Practices:**

- Make sure you have a copy of the meeting info in case your primary method of communication goes down. For example, if you're video conferencing, write down the call-in number, just in case your computer dies.
- Pay attention to what microphone you have on during the conference meeting. Feedback and background noise can be very disruptive to others on the conference call.
- Keep yourself on mute until you are ready to speak. If you are on mute, you can press the spacebar to hop off/on mute.

MINUTES OF REGULAR MEETING  
OF THE  
OKLAHOMA CITY URBAN RENEWAL AUTHORITY  
SEPTEMBER 16, 2020

This Regular Meeting Notice via teleconference was posted on okc.gov at **12:56 p.m. on September 2, 2020**. The Regular Meeting Agenda via teleconference was posted on okc.gov at **3:55 p.m. on September 11, 2020**. The Chair announced if the teleconference is disconnected anytime during the meeting, the meeting shall be stopped and reconvened once the audio connections is restored. If communication is unable to be restored within 10 minutes, items remaining for consideration will be moved to October 21<sup>st</sup> at 10:30 a.m., which is our next regularly scheduled meeting.

The Chairman called the meeting to order and stated that the meeting was being held in compliance with the Oklahoma Open Meeting Law. Pam Lunnon called roll and the following Commissioners were present via teleconference:

Mr. Mark Beffort  
Mr. Russell Perry  
Ms. Judy J. Hatfield

Commissioners Absent:

Mr. J. Larry Nichols  
Mr. James R. Tolbert

The Acting Chairman requested a motion to approve the circulated minutes of the Regular Board Meeting of the Oklahoma City Urban Renewal Authority held on Wednesday, August 19, 2020.

Commissioner Hatfield moved the adoption of the minutes, and upon second by Commissioner Perry, motion carried by the following roll call votes:

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

Minutes Approved

**OCURA Board of Commissioners, Wednesday, September 16, 2020**

*The Acting Chairman introduced the following resolutions:*

**CORE TO SHORE**

*Resolution TABLED entitled:*

*“Approving Schematic Design Studies and Design Development Documents Submitted by Boulevard Place OKC, LLC for the Redevelopment of Property Located on the Southeast Corner of Oklahoma City Boulevard and Broadway Avenue, Core to Shore Urban Renewal Plan”*

Resolution Tabled

**JFK PROJECT AREA**

*Resolution No. 5940 entitled:*

*“Approving a Redevelopment Agreement with Jefferson Park Neighbors Association for two Residences on Northeast 12<sup>th</sup> Street in between North Jordan Avenue and North Bath Avenue, John F. Kennedy Urban Renewal Plan”*

Commissioner Perry moved the adoption of the resolution, and upon second by Commissioner Hatfield, motion carried by the following roll call votes:

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

Resolution Adopted

*Resolution No. 5941 entitled:*

*“Approving a Redevelopment Agreement with Kathleen Romano for a Single-Family Home on Northeast 9<sup>th</sup> Street in between North Bath Avenue and North Kate Avenue, John F. Kennedy Urban Renewal Plan”*

**OCURA Board of Commissioners, Wednesday, September 16, 2020**

Commissioner Hatfield moved the adoption of the resolution, and upon second by Commissioner Perry, motion carried by the following roll call votes:

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

Resolution Adopted

***Resolution No. 5942 entitled:***

***“Approving a Redevelopment Agreement with An Thu Tran Vu and Giang Thanh Vu for a Single-Family Home on North Lottie Avenue in between East Park Place and Northeast 11<sup>th</sup> Street, John F. Kennedy Urban Renewal Plan”***

Commissioner Perry moved the adoption of the resolution, and upon second by Commissioner Hatfield, motion carried by the following roll call votes:

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

Resolution Adopted

***Financial Report***

Geri Harlan presented the financial reports through July 31, 2020.

Commissioner Perry moved the adoption of the resolution, and upon second by Commissioner Hatfield, motion carried by the following roll call vote:

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

Financial Received

**OCURA Board of Commissioners, Wednesday, September 16, 2020**

***Staff Report***

***Citizens to be heard***

There being no further business to come before the Board, the Chairman adjourned the meeting at 10:53 a.m.

Commissioner Perry moved the adjournment of meeting, and upon second by Commissioner Hatfield, motion carried by the following roll call vote:

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

Adjournment Received

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Secretary

**OKLAHOMA CITY**

URBAN

RENEWAL

AUTHORITY

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To: Board of Commissioners  
From: Catherine O'Connor, Executive Director  
Date: October 21, 2020  
Ref: Resolution Approving Schematic Design Studies and Design Development Documents Submitted by Boulevard Place OKC, LLC for the Redevelopment of Property Located on the Southeast Corner of Oklahoma City Boulevard and Broadway Avenue, Core to Shore Urban Renewal Plan

**Background:** The Oklahoma City Economic Development Trust (OCEDT) acquired property located on the S.W. corner of Oklahoma City Boulevard and Broadway Avenue for the development of a parking garage and a mixed-use project. In January 2018, OCEDT authorized OCURA to assist in the redevelopment of the property and through public solicitation OCURA selected Boulevard Place OKC, LLC as redeveloper of the north portion of the property owned by OCEDT.

In August 2010, OCURA entered into a Contract for Sale of Land and Redevelopment with Boulevard Place OKC, LLC for the development of a residential, mixed-use project. In accordance with the redevelopment agreement, the Redeveloper has submitted schematic design studies and design development documents for approval. It is appropriate and desirable to approve the schematic design studies and design development documents.

**Summary of Agenda Item:** The resolution approves schematic design studies and design development documents.

**Recommendation:** Approval of Resolution

**Attachments:** Schematic Design Studies and Design Development Documents

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

**RESOLUTION APPROVING SCHEMATIC DESIGN STUDIES AND DESIGN DEVELOPMENT DOCUMENTS SUBMITTED BY BOULEVARD PLACE OKC, LLC FOR THE REDEVELOPMENT OF PROPERTY LOCATED ON THE SOUTHEAST CORNER OF OKLAHOMA CITY BOULEVARD AND BROADWAY AVENUE, CORE TO SHORE URBAN RENEWAL PLAN**

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**WHEREAS**, the Oklahoma City Urban Renewal Authority (“Authority”) is engaged in the implementation of the Core to Shore Urban Renewal Plan (“Urban Renewal Plan”), pursuant to the approval and direction of the City of Oklahoma City (“City”) in accordance with the Oklahoma Urban Redevelopment Law, 11 O.S. § 38-101, *et seq.*; and

**WHEREAS**, the Oklahoma City Economic Development Trust (“OCEDT”) acquired property located on the southeast corner of Oklahoma City Boulevard and Broadway Avenue, generally bounded by the Oklahoma City Boulevard, S.W. 4<sup>th</sup> Street, South Broadway Avenue, and Shields Boulevard, for the development of a parking garage (to support the new MAPS 3 Convention Center, the Convention Center hotel, Scissortail Park and the Chesapeake Arena) and a mixed-use project adjacent to the parking garage; and

**WHEREAS**, consistent with authorization made by OCEDT Resolution dated January 23, 2018, to assist OCEDT in the development, the Authority publicly invited proposals for a mixed-use project on a portion of such property and selected Boulevard Place OKC, LLC (“Redeveloper”) as redeveloper of the northern-most portion of the property owned by OCEDT (“Property”); and

**WHEREAS**, pursuant to the Redevelopment Agreement, the Redeveloper has submitted Schematic Design Studies and Design Development Documents for consideration and approval by the Authority; and

**WHEREAS**, the Board of Commissioners of the Authority deems it appropriate and desirable to approve the Schematic Design Studies and Design Development Documents, subject to conditions and exceptions, if any, contained in the approval letter issued pursuant to this resolution.

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

1. The Schematics Design Studies and Design Development Documents submitted by the Redeveloper are hereby approved, subject to such limiting conditions and exceptions as may be contained in an approval letter to be issued by the Executive Director of the Authority, which approval letter the Executive Director is hereby authorized and directed to provide.
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 evidence the scope and substance of this approval.

I, \_\_\_\_\_, Secretary of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, certify that the foregoing Resolution No. \_\_\_\_\_ was duly adopted at a **regular** meeting of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, held by phone at (346)248-7799 Meeting ID: 869 8662 2311 and online at <https://us02web.zoom.us/j/86986622311>, on the **21<sup>st</sup>** day of **October, 2020**; 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.

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SECRETARY

(SEAL)



# OKLAHOMA CITY URBAN RENEWAL AUTHORITY BOULEVARD PLACE - Mixed-Use Development

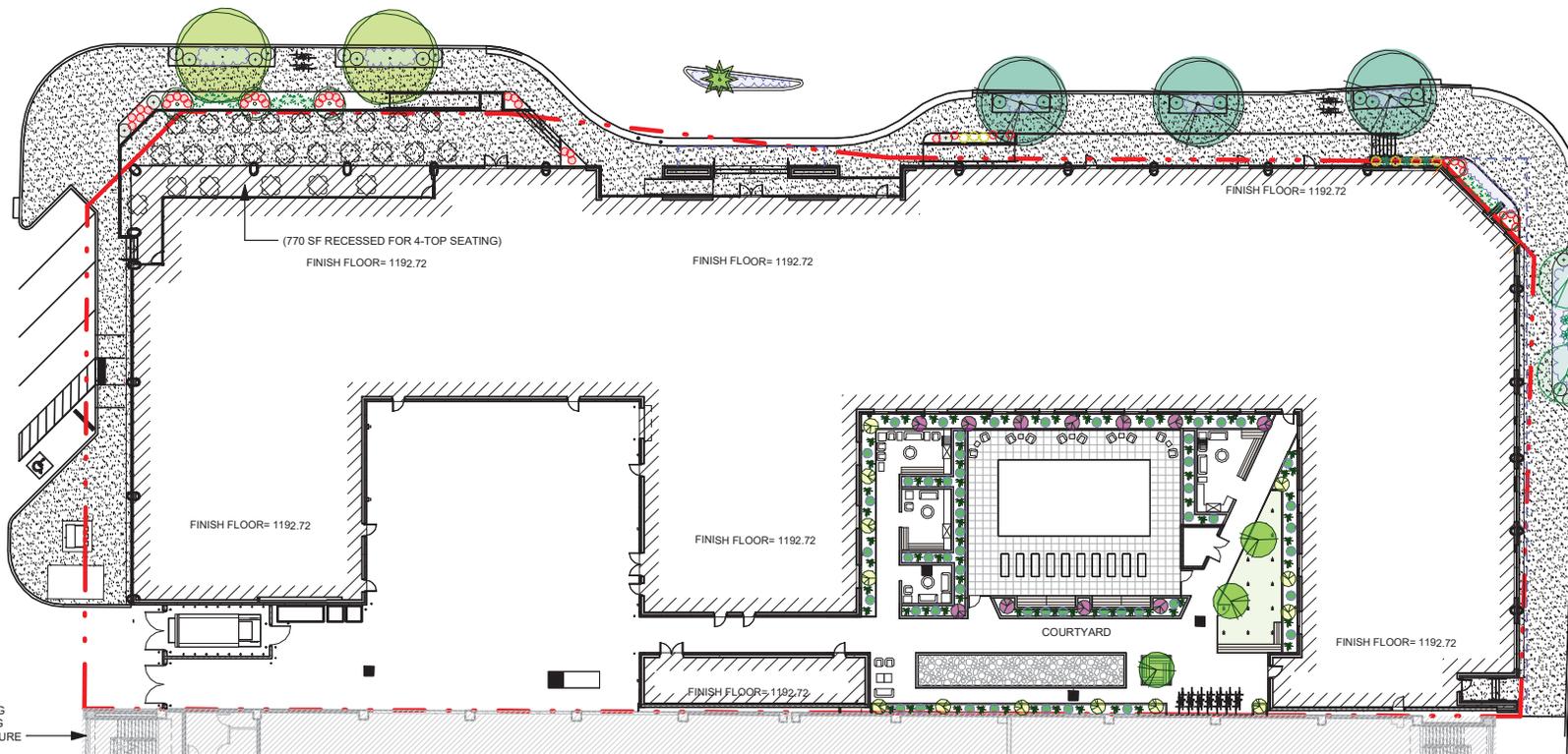
Southwest Corner of Oklahoma City Boulevard and E.K. Gaylord Boulevard

OCURA Submission  
September 16, 2020

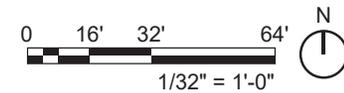


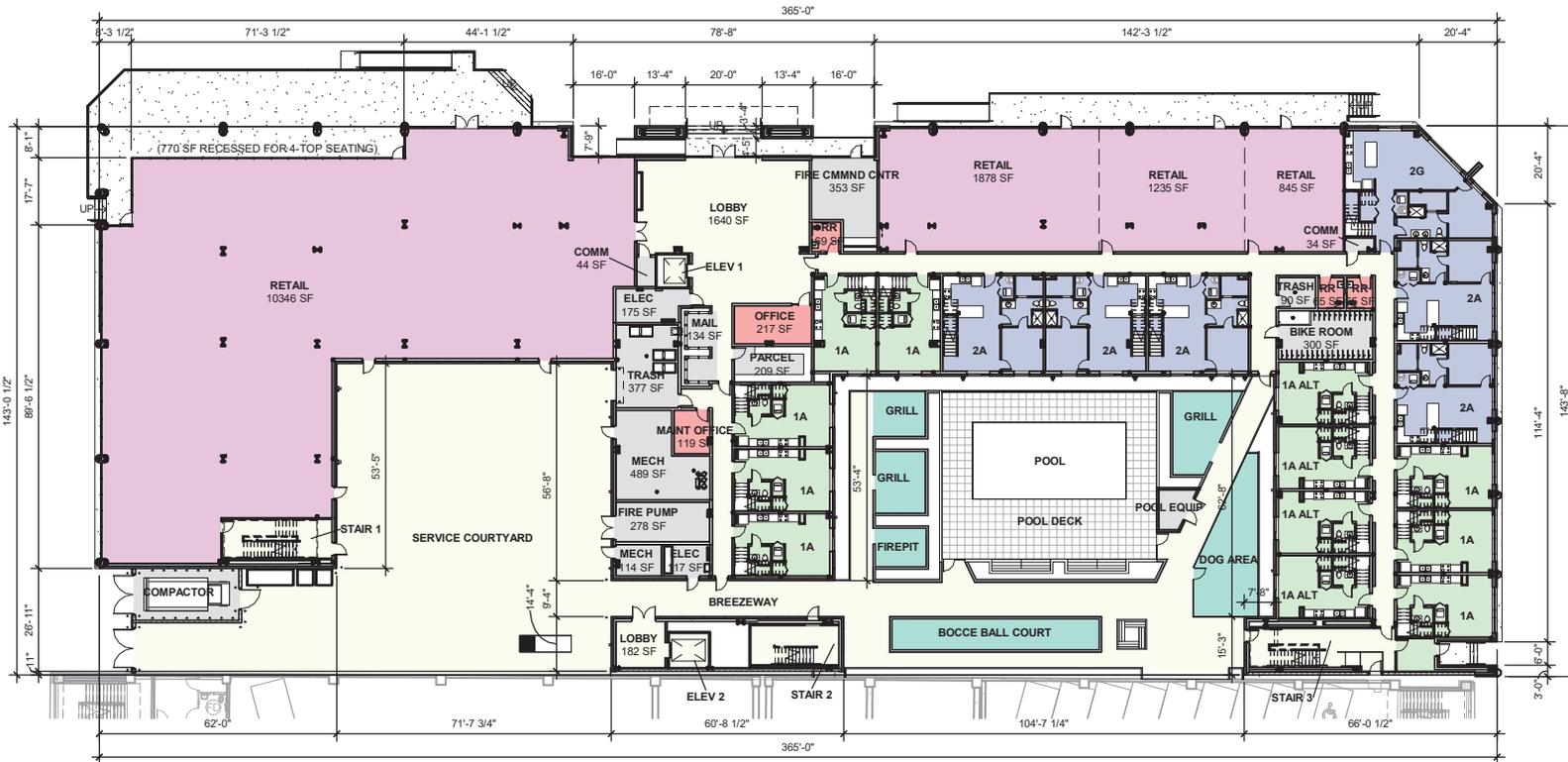
 ROSE ROCK | Development Partners





LANDSCAPE LEGEND	
	BIG BLUE LIRIOPIE (LIRIOPIE MUSCARIF)
	OREGON GRAPE (AMORHIA ASCUPULUM)
	DWARF YUCCA (ABELIA X GRANDIFLORA)
	FIRE RED MANDARIN (MANDARINA DOMESTICA)
	ADAGIO (MISCANTHUS SINENSIS)
	LACEY BLUE RUSSIAN SAGE (PEROVSKIA ATROPURPUREA LACEY BLUE)
	WISHBONE FLOWER SUMMER WAVES SERIES (TORENA)
	MEXICAN FEATHER GRASS (NASSELLA TENUSSMII)
	BALD CYPRESS (TAXODIUM DISTICHUM)
	SHUMARD OAK (QUERCUS SHUMARDII)
	CHASTE TREE (VITEX AGNUS)
	CHINESE PISTACHE (PISTACHA CHINENSIS)
	FOSTER'S HOLLY (ILEX X ATTENUATA FOSTERI)
	VALLEY FORGE AMERICAN ELM (ULMUS AMERICANA VALLEY FORGE)
	HOPÍ CRANE MYRTLE (LIGUSTRUM INDICA)
	SEVEN SON FLOWER (HEPTACODIUM MICHNOIDES)



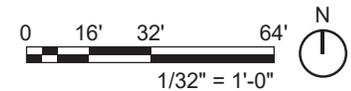


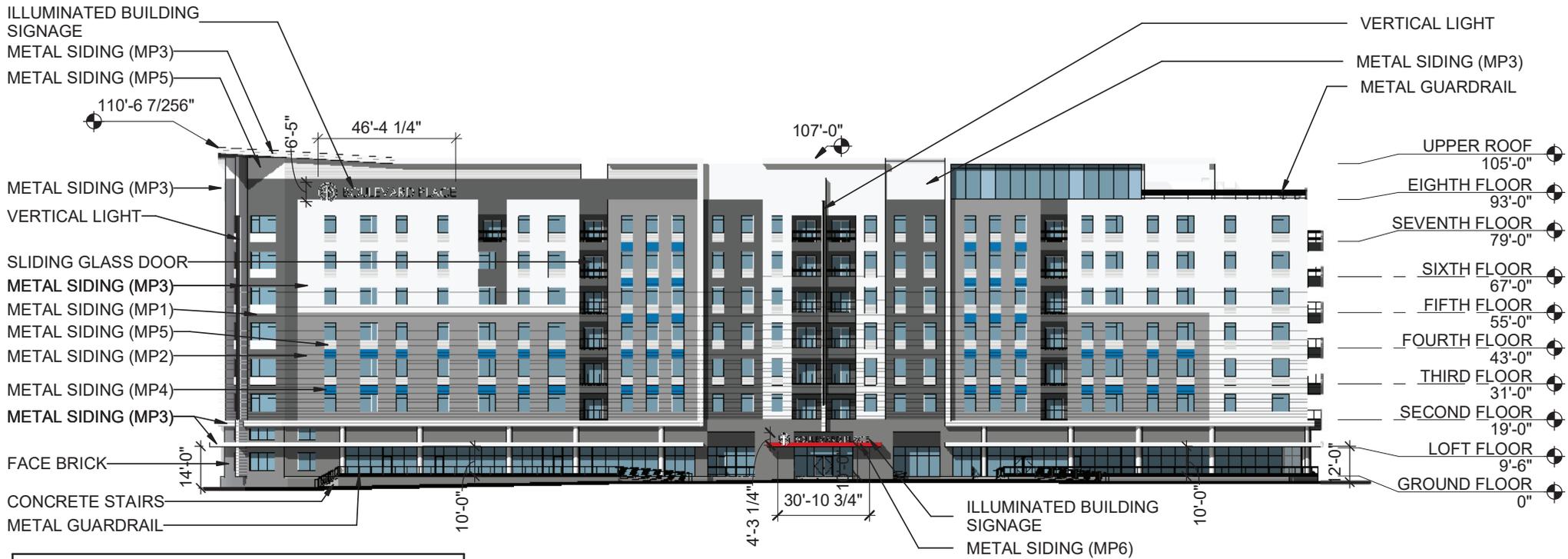
**ROOM LEGEND**

- 1 BED UNIT
- 2 BED UNIT
- ADMIN
- AMENITIES
- CIRCULATION
- RETAIL
- UTILITY SPACES

**TOTAL BUILDING**

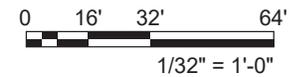
<b>UNIT COUNTS</b>	
UNIT TYPE	COUNT
1 BED UNIT	148
2 BED UNIT	59
3 BED UNIT	5
STUDIO UNIT	41
<b>TOTAL</b>	<b>253</b>

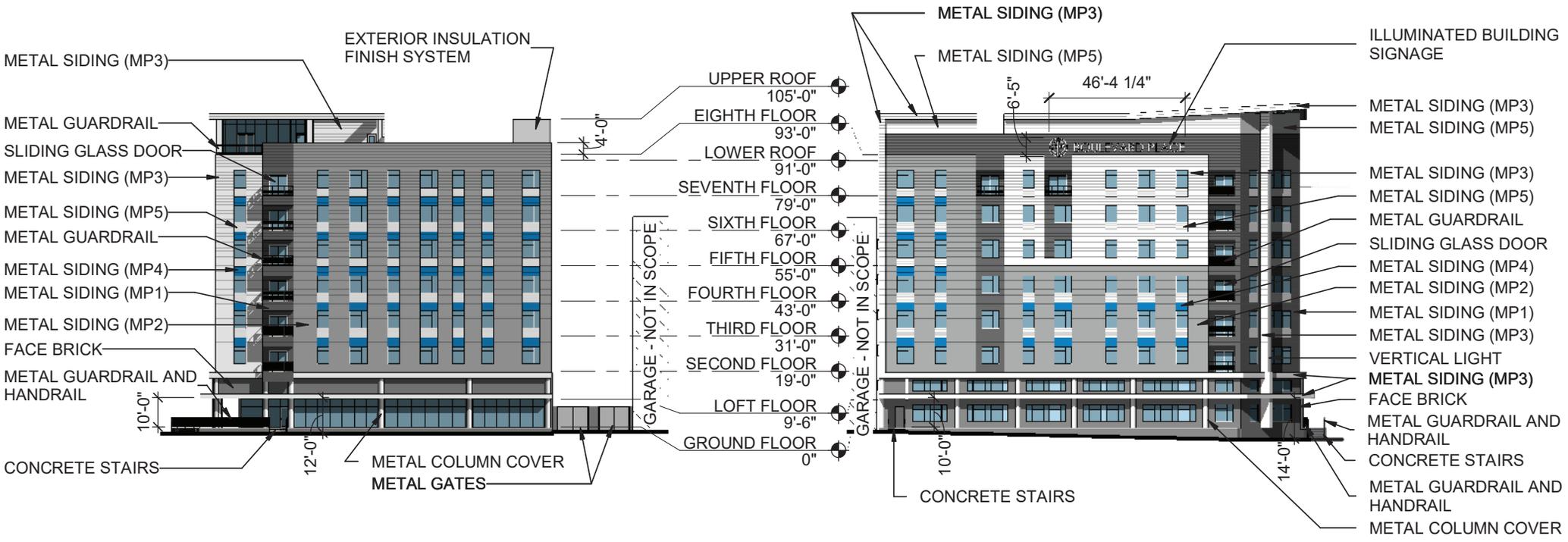




EXTERIOR MATERIAL QUANTITIES		
MATERIAL	MATERIAL AREA	PERCENTAGE
ALUMINUM	17189.43 SF	8.4%
BRICK	21512.84 SF	10.5%
CMU	11772.26 SF	5.8%
EIFS	36754.93 SF	18.0%
GLASS	39445.26 SF	19.3%
METAL SIDING	72021.54 SF	35.3%
STEEL	5503.3 SF	2.7%
TOTAL AREA	204199.56 SF	

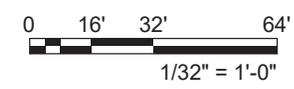
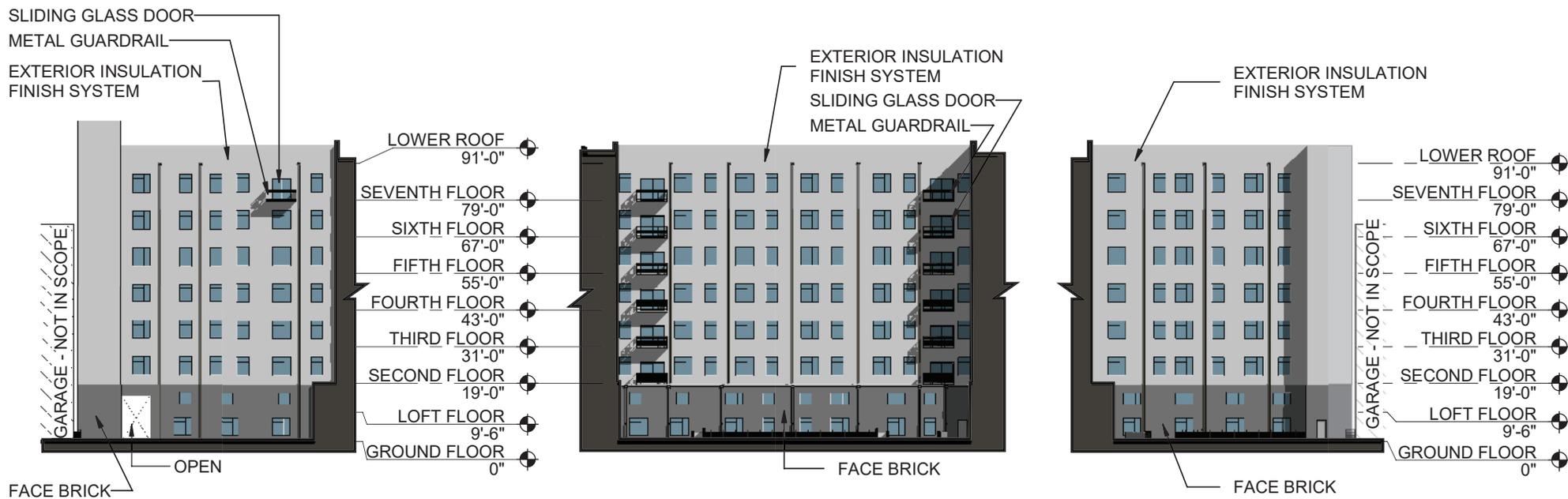
**METAL COLOR LEGEND:**  
 MP1 = DARK BRONZE  
 MP2 = SLATE GRAY  
 MP3 = SILVER  
 MP4 = BERKSHIRE BLUE  
 MP5 = CORRUGATED SILVER  
 MP6 = CARDINAL RED





**METAL COLOR LEGEND:**  
 MP1 = DARK BRONZE  
 MP2 = SLATE GRAY  
 MP3 = XL SILVER  
 MP4 = ARABIAN BLUE  
 MP5 = CORRUGATED XL SILVER  
 MP6 = CARDINAL RED



















**OKLAHOMA CITY**

URBAN  
RENEWAL  
AUTHORITY

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To: Board of Commissioners  
From: Catherine O'Connor, Executive Director  
Date: October 21, 2020  
Ref: Resolution Approving Lease Agreement with Restore Food, LLC for Parking Lot Located at the Southeast Corner of Northeast 23<sup>rd</sup> Street and North Kelham Avenue, John F. Kennedy Urban Renewal Area

**Background:** Restore Food, LLC, a not-for-profit corporation, is working to construct and open a grocery store in the building immediately adjacent to the property OCURA owns at NE 23<sup>rd</sup> and Kelham to address the lack of fresh food in the Northeast side of Oklahoma City. In order to obtain a building permit from the City of Oklahoma City, they need to have sufficient parking.

Restore Food, LLC, and OCURA wish to enter into a Lease Agreement that provides for the use of the property as a parking lot for its grocery store. The lease has the requirement that reasonable notice be provided before termination of the lease and an agreement that OCURA will use its best efforts to require that any future development of the Property provide adequate parking for use by Restore Food, LLC.

**Summary of Agenda Item:** The resolution approves the lease agreement.

**Recommendation:** Approval of Resolution

**Attachments:** Map and Lease Agreement

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

**RESOLUTION APPROVING LEASE AGREEMENT WITH RESTORE FOOD, LLC, FOR A PARKING LOT LOCATED AT THE SOUTHEAST CORNER OF NORTHEAST 23<sup>RD</sup> STREET AND NORTH KELHAM AVENUE, JOHN F. KENNEDY URBAN RENEWAL PLAN**

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**WHEREAS**, the Oklahoma City Urban Renewal Authority (“Authority”) is a public body corporate created pursuant to the Oklahoma Urban Redevelopment Law, 11 O.S. §38-101, *et seq.*, and has undertaken implementation of the John F. Kennedy Urban Renewal Plan (“Urban Renewal Plan”) pursuant to the approval and direction of The City of Oklahoma City (“City”); and

**WHEREAS**, the Authority owns certain real property located at the southeast corner of the intersection of Northeast 23<sup>rd</sup> Street and North Kelham Avenue, as more particularly described and depicted on Exhibit A (“Property”); and

**WHEREAS**, RestoreOKC, Inc., an Oklahoma not-for-profit corporation, has established a wholly-owned subsidiary, Restore Food, LLC, which has been working to construct and open a grocery store in the building immediately adjacent to the Property to address the current status of the broader area of northeast Oklahoma City as a “food desert”; and

**WHEREAS**, Restore Food, LLC, has to date been unable to complete the building permit approval process due to insufficient off-street parking to meet City standards; and

**WHEREAS**, Restore Food, LLC, and the Authority wish to enter into a Lease Agreement that provides for the use of the Property by Restore Food, LLC, as off-street parking for its grocery store, the requirement that reasonable notice be provided before termination of the lease, and an agreement that the Authority will use its best efforts to require that any future development of the Property provide adequate parking for use by Restore Food, LLC; and

**WHEREAS**, the Board of Commissioners of the Authority deems it appropriate and desirable to approve the proposed Lease Agreement.

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

1. The proposed Lease Agreement is hereby approved, and the Executive Director of the Authority is authorized to finalize and execute the Lease Agreement and to take such actions and execute such documents as may be necessary to implement the Lease Agreement, including making such modifications and corrections as are deemed to be necessary and desirable.
2. The Officers of the Authority, Executive Director, and Legal Counsel of the Authority are authorized and directed to take such actions and approve and execute such documents as may be necessary or appropriate to implement the provisions of the Lease Agreement and to assist in undertaking its performance.

I, \_\_\_\_\_, Secretary of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, certify that the foregoing Resolution No. \_\_\_\_\_ was duly adopted at a **regular** meeting of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, held by phone at (346)248-7799 Meeting ID: 869 8662 2311 and online at <https://us02web.zoom.us/j/86986622311>, on the **21<sup>st</sup>** day of **October, 2020**; 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.

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SECRETARY

(SEAL)

## EXHIBIT A

A tract of land being a part of the Northwest Quarter (NW/4) of Section Thirty-four (34), Township Twelve (12) North, Range Three (3) West of the Indian Meridian, Oklahoma City, Oklahoma County, Oklahoma, and being all of Lots One (1) through Four (4) and Six (6) and Seven (7) and a portion of Lot Five (5) as shown on the plat RYAN'S SUBDIVISION recorded in Book 10 of plats, Page 94, and a portion of Block Thirty-five (35) as shown on the amended plat of MAYWOOD ADDITION TO OKLAHOMA CITY, Oklahoma County, Oklahoma recorded in Book 1 of plats, Page 20, being more particularly described as follows:

Commencing at the West corner of said Lot Five (5);

THENCE North 50°28'03" East, along and with the Northerly line of said RYAN'S SUBDIVISION, a distance of 131.51 feet to the POINT OF BEGINNING;

THENCE continuing North 50°28'03" East, along and with the Northerly line of said RYAN'S SUBDIVISION and the Northerly line of said Block Thirty-five (35) MAYWOOD ADDITION, a distance of 234.81 feet;

THENCE South 64°48'46" East measured (South 64°52'03" East record), departing said Northerly line, a distance of 25.56 feet to a point on the East line of said Block Thirty-five (35) MAYWOOD ADDITION;

THENCE South 00°05'42" East, along and with the East line of said Block Thirty-five (35) MAYWOOD ADDITION and the East line of Lot One (1) of said RYAN'S SUBDIVISION, a distance of 221.37 feet to the Southeast (SE) Corner of said Block Thirty-five (35) MAYWOOD ADDITION;

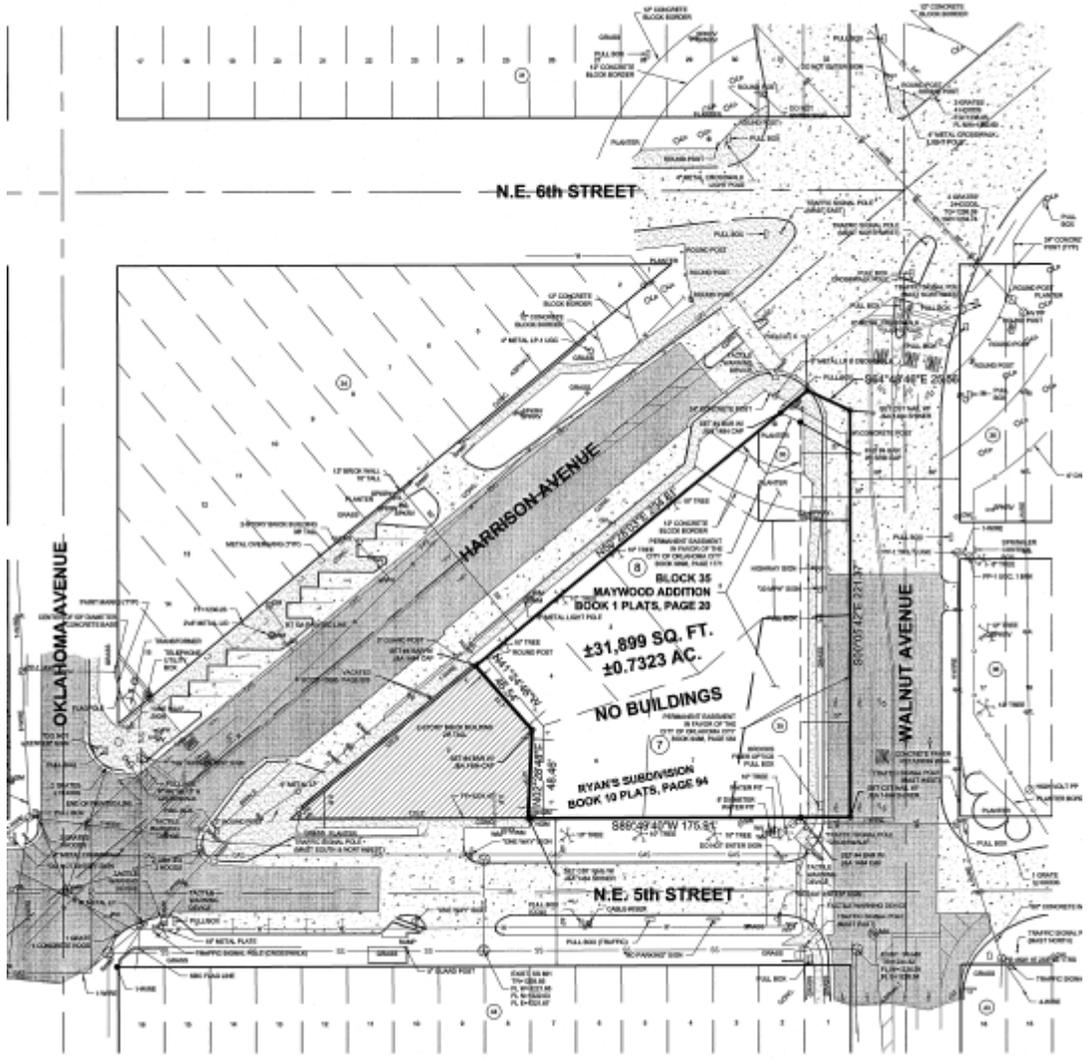
THENCE South 89°49'40" West, along and with the South line of said Block Thirty-five (35) MAYWOOD ADDITION and the South line of said RYAN'S SUBDIVISION, a distance of 175.91 feet;

THENCE North 02°28'48" East, departing said South line, a distance of 48.46 feet;

THENCE North 41°24'46" West, a distance of 46.54 feet to the POINT OF BEGINNING.

Containing 31,899 square feet or 0.7323 acres, more or less.

Basis of Bearing: The centerline of N.E. 5<sup>th</sup> Street having an assumed bearing of South 89°49'40" West.



N.E. 6th STREET

HARRISON AVENUE

OKLAHOMA AVENUE

WALNUT AVENUE

131,899 SQ. FT.  
±0.7323 AC.  
NO BUILDINGS

BLOCK 35  
MAYWOOD ADDITION  
BOOK 1 PLATS, PAGE 20

RYAN'S SUBDIVISION  
BOOK 19 PLATS, PAGE 94

N.E. 5th STREET

## LEASE AGREEMENT

**THIS LEASE AGREEMENT** (this “**Lease**”) is made and entered into as of the \_\_\_\_ day of September, 2020, between **OKLAHOMA CITY URBAN RENEWAL AUTHORITY**, an Oklahoma public body corporate (“**Landlord**”) and **RESTORE FOOD, LLC**, an Oklahoma limited liability company and wholly-owned subsidiary of RestoreOKC, Inc., an Oklahoma not-for-profit corporation (“**Tenant**”).

1. **Premises.** During the Term (as defined below), Landlord hereby leases exclusively to Tenant and Tenant hereby leases from Landlord that certain real property consisting of a parking lot located near the intersection of NE 23<sup>rd</sup> Street and Kelham Avenue in Oklahoma City, Oklahoma, which is more particularly described on Exhibit A and depicted on the illustration on Exhibit A-1 each attached hereto and made a part hereof (said property and any improvements thereon are hereinafter referred to as the “Premises”). Landlord represents and warrants to Tenant that Landlord owns the Premises, free and clear of all liens or encumbrances except those filed of record.
  
2. **Term.** The initial term of this Lease shall commence on the date agreement is executed, and expire December 31, 2025 (the “Initial Term”). Provided that Tenant is not then in default, the Lease shall automatically extend and renew for additional and consecutive terms of five (5) years (the “Renewal Term”) upon the same terms and conditions as set forth herein unless Landlord or Tenant gives the other notice of nonrenewal not less than ninety (90) days before the end of the then current term. The Initial Term and any Renewal Term are collectively referred to herein as the “Term.”
  
3. **Rent.** During the Term, Tenant shall pay to Landlord rent for the Premises in the amount of Twenty-Five Dollars (\$25.00) per annum payable on the date of this Lease and on the first day of any Renewal Term.
  
4. **Termination.** Either party may terminate this Lease, with or without cause, and at any time during the Term, upon giving ninety (90) days prior written notice to the other party. Tenant understands and agrees that Landlord may actively solicit proposals for the redevelopment of the Premises and may convey the Premises to a third party for the purpose of redevelopment. In its solicitation for potential redevelopers, Landlord shall use its reasonable best efforts to require that any future redevelopment that impacts the existing parking on the Premises include access to adequate parking for Tenant. “Adequate parking” for purposes of this Lease shall be determined at the time of such redevelopment, and may be located on the Premises or in the vicinity thereof. If Landlord enters into an agreement to sell the Premises, Landlord shall provide written notice to

Tenant within thirty (30) days of the execution of an agreement to sell the Premises and providing that the Lease will terminate upon the earlier of Landlord's authorization to the third party purchaser for early entry to the Premises or Landlord's conveyance to the third party purchaser of the Premises.

5. **Taxes and Other Charges.** Tenant shall be responsible to directly pay all ad valorem taxes (the "Ad Valorem Taxes") and special assessments (the "Special Assessments") on the Premises, if any, (including any interest, late fees or penalties relating thereto), within thirty (30) days of receipt from Landlord of the assessment or other documents reasonably acceptable to Tenant reflecting the amount due for such Ad Valorem Taxes or Special Assessments. Tenant shall also pay (a) all taxes, insurance premiums, license fees, permit fees and all other charges resulting from Tenant's occupancy of the Premises described herein or the use thereof; and (b) all utility charges incurred by Landlord or Tenant attributable to Tenant's occupancy of the Premises which accrue during Tenant's occupancy of the Premises. Tenant shall have the right, at its sole cost and expense, to protest any tax for which it is responsible on the Premises and Landlord shall reasonably cooperate with Tenant in connection with any such protest.

6. **Maintenance.** Tenant shall maintain the Premises in good condition during the Term, which shall include, but not limited to, keeping the Premises in a neat and orderly condition, free of debris. Tenant shall at Tenant's expense make all repairs of every nature and description to the Premises, including but not limited to, parking lot maintenance, snow removal, asphalt repair, and replacement and repairs or alterations mandated by Federal, State, County, Municipal or other lawful authority. Maintenance costs, which shall be defined as routine maintenance expenditures undertaken to repair and preserve and operate the Premises shall be performed by and the responsibility of Tenant. For clarity, maintenance costs shall include replacement of the parking lot or any repairs constituting capital expenditures as determined in accordance with generally accepted accounting principles.

7. **Alteration, Inspection and Condition of Premises.** Tenant shall make no alterations or changes to the Premises without having obtained Landlord's prior written consent (which may be withheld by Landlord in Landlord's sole discretion). Tenant shall return the Premises to Landlord at the expiration or other termination of this Lease in good order and condition, reasonable wear and tear excepted. Tenant shall pay all charges for services rendered or material furnished to the Premises pursuant to contracts with Tenant before such charges become delinquent. If any lien statement arising solely from a contract made by Tenant is filed against the Premises or the leasehold created by this

Lease, within thirty (30) days of Tenant receiving actual notice of the lien statement Tenant shall either cause the lien statement to be released or deposit a bond in conformity with the requirements of 42 O.S. §147.1. Landlord's employees and representatives shall at all times have the right to enter the Premises for the purposes of inspection, alteration or repair; provided, however, this provision shall not be deemed to impose upon Landlord any obligation to effect repairs. Tenant acknowledges that Tenant is taking the Premises AS-IS and Landlord is making no representations or warranties as to the condition of the Premises.

8. **Use.** Tenant may use the designated parking areas on the Premises solely for the purpose of the temporary parking of passenger motor vehicles by Tenant, its employees, guests, agents, lessees, members, invitees, and licensees. Any other use of the Premises without the written consent of Landlord is prohibited. The Premises shall not be used for the storage of vehicles. Tenant will not use the Premises for any illegal purpose or in such a manner as to be in violation of any local zoning laws, ordinances, special use permits, or other governmental regulations that affect the use of the Premises. Tenant, at Tenant's sole cost and expense, shall be responsible for all signage in connection with the operation of a parking lot on the Premises, which signage shall be subject to the approval of Landlord, not to be unreasonably withheld. Tenant shall reasonably monitor the use of the parking lot to attempt to prevent parking on any areas other than the designated parking areas.

9. **Assignment and Subletting.** This Lease may not be assigned, pledged, mortgaged, transferred by Tenant without the prior written consent of Landlord (which consent may be withheld by Landlord, in its sole discretion). This Lease may be assigned by Landlord without the consent of Tenant.

10. **Indemnity; Insurance.** Tenant hereby releases and agrees to defend, indemnify and save Landlord harmless from any and all losses, claims, demands, suits, actions, judgments, fines or payments for or on account of injury, including death, to any person, including employees, servants and agents of Tenant and Landlord, damage to any property, including property of Tenant and Landlord, or violation of any law, agency ruling or regulation arising out of the condition, operation, use or occupancy of the Premises. Landlord shall not be responsible for any theft or any other loss to any motor vehicles or other property located on the Premises except to the extent resulting from Landlord's gross negligence or willful misconduct.

11. **Tenant Liability Insurance.** Tenant, at its own cost and expense, shall maintain commercial general liability and property liability insurance with liability limits of not less than Three Million Dollars (\$3,000,000.00) for injury to or death of one or more persons in any one occurrence and for the benefit of Landlord and Tenant.

12. **Environmental Conditions.** Tenant shall be responsible for and shall indemnify, defend and save Landlord harmless from the cost of any environmental type cleanup, in the event the use by Tenant of the Premises causes the Premises to be contaminated with any substances or conditions regulated under the environmental requirements of any applicable jurisdiction, including but not limited to regulations imposed by the Environmental Protection Agency. These obligations shall survive the termination of this Lease.

13. **Waiver of Terms.** The waiver of any breach of any of the covenants, conditions or stipulations hereof shall not be taken to be a waiver of any subsequent breach of same or any of the covenants, conditions or stipulations hereof nor shall any failure of Landlord to enforce its rights or seek remedies upon any default of Tenant with respect to its obligations hereunder or any of them, prejudice or affect the rights or remedies of Landlord in the event of any subsequent default or defaults of Tenant. No prior stipulation, agreement or understanding of the parties or their agents in respect to the subject matter of this Lease shall be valid or enforceable unless embodied in this Lease or covered by these provisions. The right of either party to require strict performance of this Lease shall not be affected by any previous waiver or course of dealings.

14. **Condemnation; Casualty.** Landlord or Tenant may terminate this Lease if the Premises is condemned or given up voluntarily or involuntarily for public or quasi-public use and such condemnation shall result in the Premises being "untenantable." For purposes hereof, "untenantable" shall mean a condition whereby Tenant's use of or access to all or a material portion of the Premises is rendered unusable for Tenant's use of the Premises as a parking lot as contemplated hereby. In such event, Landlord shall be entitled to the total award for any condemnation. In the event this Lease is not terminated upon condemnation of the Premises or any part thereof as provided above, then Landlord shall promptly restore the remaining portion of the Premises for Tenant's use and the rent due hereunder shall be proportionately adjusted as of the date of such taking. In the event the Premises are materially damaged or destroyed by fire or other casualty, Tenant shall give immediate notice to Landlord and either Landlord or Tenant shall have the option to terminate this Lease as of the date of such damage by giving notice of election to do so if

the Premises are deemed untenable. If this Lease is not so terminated, Landlord shall promptly proceed with all work necessary to restore, repair, replace, rebuild or alter the improvements located on the Premises as nearly as possible to the condition they were in immediately prior to such damage or destruction to be commenced promptly and prosecuted with reasonable diligence, during which time the rent due hereunder shall be abated.

15. **Compliance with Laws.** Tenant will promptly comply with all applicable laws, ordinances and regulations of federal, state, county, municipal or any other lawful authorities pertaining to the use and occupancy of the Premises.

16. **Bankruptcy.** Should Tenant make an assignment for the benefit of creditors, or be adjudicated bankrupt, such action shall constitute a breach of this Lease for which Landlord, at its option, may terminate all rights of Tenant or its successors in interest under this Lease upon thirty (30) days written notice to Tenant.

17. **Attorneys' Fees.** In case either party defaults in the performance of any of the terms, covenants, agreements or conditions contained in this Lease, and the non-defaulting party places the enforcement of this Lease, or any part thereof, or the collection of any rent due, or to become due hereunder or recovery of the possession of the Premises in the hands of an attorney or files suit upon the same, the non-prevailing party agrees to pay the Prevailing Party its reasonable attorneys' fees. The term "Prevailing Party" includes a party who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other party of its claim or defense.

18. **Default.** If Tenant defaults in the payment of rent or any part thereof within five (5) days after written notice is given of the amount of rent due and unpaid, or if Tenant defaults in the performance of any other term or condition of this Lease and fails to correct such default or commence corrective action within thirty (30) days after receipt of written notice from Landlord describing the default, Tenant will be considered to have breached this Lease.

Upon the occurrence of any of the aforesaid events of default Landlord shall have the option to pursue any one or more of the following remedies without any further demand or notice whatsoever: (i) terminate this Lease in which event Tenant shall immediately surrender the Premises to Landlord; (ii) without terminating this Lease, enter upon the Premises and, without

disturbing Tenant's occupancy of the Premises, do whatever Tenant is obligated to do under the terms of this Lease whereupon Tenant shall reimburse Landlord upon demand for any reasonable expenses which Landlord may incur in effecting compliance with Tenant's obligations under this Lease; or (iii) pursue any other remedy permitted in law or in equity.

Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law. Nothing provided by law or contained herein shall be deemed to obligate Landlord to expend any funds.

In the event of any breach or threatened breach by Tenant of any covenants, agreements, terms, or conditions of this Lease, Landlord shall be entitled to enjoin the breach or threatened breach, and in addition to the rights and remedies provided hereunder, shall have any other right or remedy allowed at law or equity, by statute, or otherwise.

19. **No Broker.** Landlord and Tenant hereby represent to the other that there have been no brokers involved in this transaction.

20. **Notice.** All notices required or permitted under this Lease shall be in writing and delivered to the person to whom the notice is directed (a) in person (provided that such delivery is confirmed by the courier delivery service), (b) by expedited delivery service with proof of delivery, (c) by United States Mail, postage prepaid, as a Registered or Certified item, Return Receipt Requested, or (d) by electronic mail with read-receipt confirmation (followed by hard copy delivered in accordance with preceding subsections (a), (b) or (c)). Notices delivered by personal delivery shall be deemed to have been given at the time of such delivery. Notices delivered by mail shall be effective when deposited in a Post Office or other depository under the care or custody of the United States Postal Service, enclosed in a wrapper with proper postage affixed and addressed; and Notices by email shall be effective upon receipt, as provided below.

The proper address for Landlord is as follows:

Oklahoma City Urban Renewal Authority  
105 N. Hudson, Suite 101  
Oklahoma City, Oklahoma 73102  
Attn: Catherine O'Connor  
Email: [cathy.oconnor@theallianceokc.org](mailto:cathy.oconnor@theallianceokc.org)

The proper address for Tenant is as follows:

Restore Food, LLC  
c/o RestoreOKC, Inc.  
2222 N.E. 27<sup>th</sup> Street  
Oklahoma City, Oklahoma 73111

Attn: Caylee Dodson  
Email: caylee.dodson@restoreokc.org

Either party may change the address to which notices under this Lease are to be directed as to such party by notice given in the manner provided herein.

21. **Security Deposit**. No security deposit shall be due under this Lease.
  
22. **Estoppel Certificate**. Within thirty (30) days after request thereof by Landlord, Tenant agrees to execute and deliver in recordable form an estoppel certificate to any proposed mortgagee or purchaser, or to Landlord, certifying that this Lease is unmodified and in full force and effect (or, if there has been any modification, that the same is in full force and effect as modified, and stating the modification), that there are no defenses or offsets thereto (or specifically stating those claimed by Tenant), and the dates to which rent and other charges have been paid, and stating such other matters as Landlord may require concerning this Lease, or the Premises.
  
23. **Complete Agreement**. This Lease contains a complete expression of the agreement between the parties and there are not promises, representations or inducements except such as are herein provided.

**IN WITNESS WHEREOF**, the parties hereto have executed and delivered this Lease the day and year first written above.

**LANDLORD:**

**OKLAHOMA CITY URBAN RENEWAL AUTHORITY**,  
an Oklahoma public body corporate

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

**TENANT:**

**RESTORE FOOD, LLC**,  
an Oklahoma limited liability company

By: RestoreOKC, Inc.,  
an Oklahoma not-for-profit corporation

By: Caylee Dodson  
Caylee Dodson, Director

**EXHIBIT A**

**LEGAL DESCRIPTION OF PREMISES**

Lots One (8) through Eleven (11) inclusive, in Wallace Subdivision of Lot 16 Ross Heights Addition to Oklahoma City, Oklahoma County, Oklahoma, according to the recorded plat thereof (“Property”).





**OKLAHOMA CITY**

URBAN

RENEWAL

AUTHORITY

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To: Board of Commissioners

From: Catherine O'Connor, Executive Director

Date: October 21, 2020

Ref: Resolution Approving a Redevelopment Agreement with Progress OKC, A Community Development Corporation, Inc., for Seven Single-Family Residences and One Duplex Residence in the Area Bordered by Northeast 11th Street, North Wisconsin Avenue, Northeast 13th Street, and North Kelham Avenue, John F. Kennedy Urban Renewal Plan

**Background:** In 2018, OCURA issued a Request for Proposals from builders and real estate developers for development of residential homes on scattered lots in the JFK Urban Renewal Area. Progress OKC, A Community Development Corporation, Inc. proposes to build Seven Single-Family Residences and One Duplex Residence on OCURA property located in the area bordered by Northeast 11th Street, North Wisconsin Avenue, Northeast 13th Street, and North Kelham Avenue in the John F. Kennedy Urban Renewal Project Area in accordance with design guidelines established by OCURA. The lots are located in the Edgemont Addition and the Weavers 2nd Addition. A redevelopment agreement has been negotiated.

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

**Staff Recommendation:** Approval of Resolution

**Attachments:** Redevelopment Agreement, Special Warranty Deed and Map Exhibit

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

**RESOLUTION APPROVING A REDEVELOPMENT AGREEMENT WITH PROGRESS OKC, A COMMUNITY DEVELOPMENT CORPORATION, INC., FOR SEVEN SINGLE-FAMILY RESIDENCES AND ONE DUPLEX RESIDENCE IN THE AREA BORDERED BY NORTHEAST 11<sup>TH</sup> STREET, NORTH WISCONSIN AVENUE, NORTHEAST 13<sup>TH</sup> STREET, AND NORTH KELHAM AVENUE, JOHN F. KENNEDY URBAN RENEWAL PLAN**

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

**WHEREAS**, the Executive Director and Legal Counsel have negotiated a Contract for Sale of Land and Redevelopment (“Redevelopment Agreement”) with the Progress OKC, a Community Development Corporation, Inc., an Oklahoma not-for-profit corporation (“Redeveloper”), for development of nine separate residential units in three separate phases: Phase I shall consist of four affordable single-family residences located on the West 20 feet of Lot 3 and all of Lots 4, 33, 34, and 43–46, in Block 2 of Edgemont Addition; Phase II shall consist of one affordable single-family residence and one duplex housing two affordable condominium residences, to be located on Lots 4–6 in Block 1 of Edgemont Addition Lots 25–26 in Block 2 of Weaver’s 2<sup>nd</sup> Addition; and Phase III shall consist of two market-rate single-family residences located on Lots 5 – 8 in Block 2 of Weaver’s 2<sup>nd</sup> Addition (property for Phases I, II, and III, collectively, “Property”), and recommend the Redevelopment Agreement for approval; and

**WHEREAS**, the proposed purchase price contained in the proposed Redevelopment Agreement is determined to be not less than the fair value of the Property for uses in accordance with the Urban Renewal Plan, and the restrictions upon, and the covenants, conditions, and objectives assumed by the Redeveloper, as established by the reuse appraisal currently on file at the offices of the Authority; and

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

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

1. The proposed Redevelopment Agreement with the Redeveloper is hereby approved, and the Executive Director and Officers of the Authority are authorized to execute the Redevelopment Agreement and to take such actions and execute such documents as may be necessary to undertake the redevelopment in accordance with the approved Redevelopment Agreement, including making such modifications and corrections as are advised by Legal Counsel and are necessary and desirable.
2. The Officers of the Authority, Executive Director, and Legal Counsel are authorized to execute such documents and take such actions as may be necessary

or appropriate to implement this authorization and to implement the provisions of the Redevelopment Agreement.

3. The purchase price of sixty cents per square foot (\$0.60/square foot) is determined to be an amount not less than the fair value of the Property for uses in accordance with the Urban Renewal Plan, and the restrictions upon, and the covenants, conditions, and objectives assumed by the Redeveloper in the Redevelopment Agreement.
4. The Executive Director is authorized to review and approve submissions made by the Redeveloper pursuant to the Redevelopment Agreement and to impose requirements with respect thereto, if appropriate.

I, \_\_\_\_\_, Secretary of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, certify that the foregoing Resolution No. \_\_\_\_\_ was duly adopted at a **regular** meeting of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, held by phone at (346)248-7799 Meeting ID: 869 8662 2311 and online at <https://us02web.zoom.us/j/86986622311>, on the **21<sup>st</sup>** day of **October, 2020**; 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.

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SECRETARY

(SEAL)

**CONTRACT FOR SALE OF LAND AND REDEVELOPMENT**

BETWEEN

**OKLAHOMA CITY URBAN RENEWAL AUTHORITY**

AND

**PROGRESS OKC,  
A COMMUNITY DEVELOPMENT CORPORATION, INC.**

**CONTRACT FOR SALE OF LAND AND REDEVELOPMENT  
BETWEEN  
OKLAHOMA CITY URBAN RENEWAL AUTHORITY  
AND  
PROGRESS OKC,  
A COMMUNITY DEVELOPMENT CORPORATION, INC.**

This CONTRACT FOR SALE OF LAND AND REDEVELOPMENT (“Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 2020 (“Effective Date”), by and between the **OKLAHOMA CITY URBAN RENEWAL AUTHORITY**, a public body corporate established pursuant to Oklahoma Urban Renewal laws, 11 O.S. § 38-101, *et seq.* (“Act”), and having its offices at 105 North Hudson, Suite 101, Oklahoma City, Oklahoma 73102 (“Authority”); and **PROGRESS OKC, A COMMUNITY DEVELOPMENT CORPORATION, INC.**, an Oklahoma not-for-profit corporation and CDFI, having a mailing address of 105 North Hudson, Suite 101, Oklahoma City, Oklahoma 73102 (“Redeveloper”).

**WITNESSETH:**

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

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

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

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

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

Subject to the terms, covenants and conditions of this Agreement, the Authority will sell the Property to the Redeveloper for and in consideration of all the Redeveloper’s obligations under this Agreement. Moreover, the Redeveloper will purchase the Property from the Authority and paying therefor the sum of \$0.60 per square foot of land within the Property (“Purchase Price”), which square footage will be determined by reference to a land survey of the Property commissioned by the Authority. The Purchase Price represents

the Property's fair reuse value of \$0.60 per square foot as established by the reuse appraisal currently on file at the offices of Oklahoma City Urban Renewal Authority. The Purchase Price shall be delivered to the Authority in certified funds on the date of closing.

## **ARTICLE 2. CONVEYANCE OF PROPERTY**

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

## **ARTICLE 3. OBLIGATIONS OF THE REDEVELOPER AND THE AUTHORITY**

- 3.1 Execution of the Urban Renewal Plan.** The Redeveloper agrees to improve the Property in accordance with the Urban Renewal Plan by constructing seven (7) new single-family residences and one (1) duplex condominium residence thereon as stipulated below:

- (a) The residences shall meet or exceed the design guidelines adopted by the Authority in the Oklahoma City Urban Renewal Authority (OCURA) Northeast Residential Design Standards, a copy of which has been made available to the Redeveloper.
- (b) The residences shall be situated on the Property, constructed, and landscaped in substantial conformance to all applicable City regulations.
- (c) The residences shall be constructed in three (3) separate Phases, as follows:
  - Phase I shall consist of four (4) affordable single-family residences;
  - Phase II shall consist of one (1) affordable single-family residence and one (1) duplex housing two (2) affordable condominium residences; and
  - Phase III shall consist of two (2) market-rate single-family residences.

**3.2 Submittal of Redevelopment Plan.** The Redeveloper shall, no later than sixty (60) days before the date construction is to commence for each Phase pursuant to Section 3.6 below, submit to the Authority a Redevelopment Plan that illustrates each residence’s compliance with Section 3.1 above. The residences and all ancillary improvements Redeveloper constructs must reflect the content of an approved Redevelopment Plan. Such Redevelopment Plan shall include:

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

- 3.3 Review of Redevelopment Plan.** The Authority, in its discretion, may approve the Redevelopment Plan in sufficient detail to permit fast-track construction. The Authority shall issue its approval, rejection, or further requirements within fifteen (15) days after receipt of the Redevelopment Plan.
- 3.4 Approved Redevelopment Plan Required Prior to Commencement Date, Condition Precedent to Conveyance.** The Redeveloper's submittal of a Redevelopment Plan for each Phase to the Authority and the Authority's approval of that Redevelopment Plan by the Authority must occur prior to the date construction is to commence on that Phase pursuant to Section 3.6 below. An approved Redevelopment Plan is a condition precedent to the Authority's obligation to convey the portion of the Property covered by that Phase to the Redeveloper under Article 2 above.
- 3.5 Changes to Approved Redevelopment Plan.** If the Authority requires the Redeveloper to make any changes upon review of a Redevelopment Plan, or if the Redeveloper desires to make any substantial or material change in a Redevelopment Plan, the Redeveloper shall submit the proposed change to the Authority in writing for its approval. All such changes must still comply with Section 3.1. The Executive Director will evaluate the proposed change and notify the Redeveloper in writing of the Authority's approval or disapproval within fifteen (15) days or less after the date of the Authority's receipt of notice of such proposed change.
- 3.6 Construction Commencement and Completion.** Construction of the each Phase and their ancillary Improvements shall be commenced and completed on or before the following listed dates:
- |                    |                   |
|--------------------|-------------------|
| <b>Phase I:</b>    |                   |
| Commencement Date: | January 1, 2021   |
| Completion Date:   | July 1, 2021      |
| <b>Phase II:</b>   |                   |
| Commencement Date: | September 1, 2021 |
| Completion Date:   | March 1, 2022     |
| <b>Phase III:</b>  |                   |
| Commencement Date: | July 1, 2022      |
| Completion Date:   | January 1, 2023   |
- 3.7 Progress Reports.** Subsequent to conveyance of the Property or any portion thereof to the Redeveloper, and until construction of the Improvements has been completed, the Redeveloper shall make reports with respect to such construction to the Authority, in such detail and at such times as the Authority may reasonably request.
- 3.8 Certificates of Completion.** Promptly after completion of each residence and related Improvements, the Authority will furnish the Redeveloper with an appropriate instrument certifying satisfactory completion of the same. Such certification by the Authority shall be

a conclusive determination of satisfaction and termination of the agreements and covenants in this Agreement and in the Deed with respect to construction of the residence and Improvements. The certification provided for in this section shall be delivered to the Redeveloper in a suitable form as will enable it to be recorded in the proper office for the recording of deeds and other instruments pertaining to the Property.

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

#### **ARTICLE 4. RESTRICTIONS AFFECTING PROPERTY**

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

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

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

- (a) The covenants provided in Section 4.1(a) and 4.1(b) shall be covenants running with the land and shall be binding, for the benefit of, and enforceable by, the Authority, its successors and assigns, the City and any successor in interest to the Property, and the United States (in the case of the covenant provided in Section 4.1(b)), against the Redeveloper, its successors and assigns, and every successor in interest to the Property
- (b) The agreements and covenants provided in Section 4.1(a) shall remain in effect from the date of the Deed until January 1, 2040.
- (c) The agreements and covenants provided in Section 4.1(b) shall remain in effect without limitation as to time; provided that such agreements and covenants shall be binding on the Redeveloper and each party in succession, possession, or occupancy of the Property or part thereof.

- 4.3 Mortgage Financing; Rights of Mortgagees.** The Redeveloper shall not engage in any transaction creating any mortgage or other encumbrance or lien upon the Property, whether

by express agreement or operation of law, except for the purposes of obtaining funds to the extent necessary to construct the residences and Improvements, and the Purchase Price. The Redeveloper shall notify the Authority in advance of any such financing and shall promptly notify the Authority of any encumbrance or lien that has been created on or attached to the Property. The parties agree that the rights of the Authority, except for those rights stipulated in the covenants in the Deed, shall be subordinate to the rights of any lender holding a construction loan or first mortgage on the Property. For purposes of this Agreement, the term “Mortgage” includes a deed of trust or other instrument creating an encumbrance or lien upon the Property, or any part thereof, as security for a loan.

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

## **ARTICLE 5. REMEDIES**

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

- 5.2 Termination Prior to Conveyance.** In the event that, prior to the conveyance of the Property, or any portion thereof covered by any Phase, from the Authority to the Redeveloper:

- (a) The Redeveloper furnishes evidence satisfactory to the Authority that it has been unable, despite diligent efforts, to obtain financing for the construction of the residences and/or Improvements for any given Phase on a basis and on terms that would generally be considered satisfactory for developers for the residences and/or Improvements of the nature contemplated by this Agreement; or

- (b) The Authority shall fail to perform any of its covenants or obligations under this Agreement that are to be performed prior to conveyance of the Property or the appropriate portion thereof, and any such failure shall not be cured within thirty (30) days after the date of written demand by the Redeveloper; or
- (c) The Redeveloper shall reasonably determine within ninety (90) days from the date of this Agreement that the Property, or the portion thereof covered by any particular Phase, is not free of all contamination requiring remediation; or
- (d) The Redeveloper, in violation of Section 4.4 of this Agreement, either (1) assigns or attempts to assign this Agreement or any rights in this Agreement or in the Property or any portion thereof, or (2) causes or allows any change in the ownership or identity of the parties in control of the Redeveloper; or
- (e) The Redeveloper fails to submit a Redevelopment Plan for any particular Phase pursuant to Section 3.2 by the Commencement Date listed in Section 3.6;

then this Agreement, and any rights of either party in this Agreement or arising from this Agreement with respect to the Property, or any portion thereof as may be covered by any particular Phase, may, at the option of either party, be terminated, in which event neither the Redeveloper nor the Authority shall have any further rights against or liability to the other under this Agreement with respect to that particular and all subsequent Phases.

**5.3 Revesting of Title in Authority upon Happening of Event Subsequent to Conveyance.**

In the event that subsequent to conveyance of the Property, or any portion thereof, to the Redeveloper and prior to completion of the residences and/or Improvements, as certified by the Authority:

- (a) The Redeveloper shall default in or violate its obligations with respect to the construction of the residences or Improvements and any such default, violation, abandonment, or suspension shall not be cured, ended, or remedied within three (3) months after written demand by the Authority so to do; or
- (b) The Redeveloper shall fail to pay real estate taxes or assessments on the Property when due, or shall suffer any levy or attachment to be made, or any material men's or mechanics' lien, or any other unauthorized encumbrance or lien to attach, and such encumbrance or lien is not removed or discharged or provision satisfactory to the Authority made for such payment, removal, or discharge, within ninety (90) days after written demand by the Authority so to do; or

- (c) There is, in violation of this Agreement, any transfer of the Property, or any change in the ownership or distribution of the stock or partnership interests of the Redeveloper, or with respect to the identity of the parties in control of the Redeveloper or the degree thereof, and such violation shall not be cured within sixty (60) days after written demand by the Authority to the Redeveloper,

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

- (d) shall always be subject to and limited by, and shall not defeat, render invalid, or limit in any way (i) the lien of any mortgage authorized by this Agreement, and (ii) any rights or interests provided in this Agreement for the protection of the holders of such mortgages; and
- (e) shall not apply to individual parts or parcels of the Property (or, in the case of parts or parcels leased, the leasehold interest) on which the residence or Improvements to be constructed thereon have been completed in accordance with this Agreement and for which a Certificate of Completion is issued therefor as provided in Section 310 hereof.

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

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

**ARTICLE 6. MISCELLANEOUS**

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

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

Maurianna Adams, Executive Director  
Progress OKC, A Community Development Corporation, Inc.  
105 North Hudson, Suite 101  
Oklahoma City, Oklahoma 73102; and

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

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

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

**6.3 Conflict of Interests.** No member, official, representative, or employee of the Authority shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official, or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership, or association in which he is, directly or indirectly, interested.

**6.4 Authority Representatives Not Individually Liable.** No member, official, representative or employee of the Authority shall be personally liable to the Redeveloper, or any successor in interest, in the event of any default or breach by the Authority or for any amount which may become due to the Redeveloper or successor on any obligations under the terms of the Agreement.

**6.5 No Brokerage Agreement.** Each party to this Agreement represents to the other party that the sale of land pursuant to this Agreement has not involved any broker nor is any party liable for the payment of a brokerage commission in connection with the negotiation of this Agreement or the sale of land pursuant to this Agreement. Each party agrees to indemnify and hold harmless each other party from any and all liability, loss, claim or expenses arising out of any breach of their respective representations in this Section.

- 6.6 Applicable Law; Severability; Entire Agreement.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma governing agreements made and fully performed in Oklahoma. If any provisions of this Agreement shall become invalid or unenforceable, then the remainder shall remain valid and enforceable to the fullest extent permitted by law. This Agreement sets forth the entire understanding between the parties with respect to its subject matter, there being no terms, conditions, warranties or representations with respect to its subject matter other than those contained herein. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors and assigns.
- 6.7 Amendments to Agreement.** This Agreement may not be changed orally, but only by an agreement in writing and signed by the parties hereto.
- 6.8 Third Parties.** Except as expressly provided otherwise in this Agreement, the provisions of this Agreement are for the exclusive benefit of the parties hereto and not for the benefit of any other persons, as third-party beneficiaries or otherwise, and this Agreement shall not be deemed to have conferred any rights express or implied, upon any other person or entity.
- 6.9 No Partnership Created.** This Agreement specifically does not create any partnership or joint venture between the parties hereto, or render any party liable for any of the debts or obligations of any other party.
- 6.10 Time is of the Essence.** The parties understand and agree that time is of the essence with regard to all the terms and provisions of this Agreement.
- 6.11 Provisions Not Merged with Deed.** None of the provisions of this Agreement are intended to or shall be merged by reason of any deed transferring title to the Property from the Authority to the Redeveloper or any successor in interest, and any such deed shall not be deemed to affect or impair the provisions and covenants of this Agreement.
- 6.12 Equal Employment Opportunity.** The Redeveloper, for itself and its successors and assigns, agrees that during the construction of the residences and Improvements provided for in this Agreement:
- (a) The Redeveloper will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Redeveloper will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Redeveloper agrees to post in conspicuous places, available to employees and applicants for employment,

notices to be provided by the Authority setting forth the provisions of this nondiscrimination clause.

- (b)** The Redeveloper will, in all solicitations or advertisements for employees placed by or on behalf of the Redeveloper, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (c)** The Redeveloper will send to each labor union or representative of workers with which the Redeveloper has a collective bargaining agreement or other contract or understanding, a notice, to be provided, advising the labor union or workers' representative of the Redeveloper's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employee and applicants for employment.
- (d)** The Redeveloper will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (e)** The Redeveloper will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and of the rules, regulations, and orders of the Secretary of Labor or the Secretary of Housing and Urban Development pursuant thereto, and will permit access to the Redeveloper's books, records, and accounts by the Authority, the Secretary of Housing and Urban Development, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (f)** In the event of the Redeveloper's noncompliance with the non-discrimination clauses of this Section, or with any of the said rules, regulations, or orders, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Redeveloper may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with the procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (g)** The Redeveloper will include the provisions of Paragraphs (a) through (g) of this Section in every contract or purchase order dealing with the construction of the Improvements, and will require the inclusion of these provisions in every written subcontract entered into by any of its contractors, unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246

of September 24, 1965, so that such provisions will be binding upon each such contractor, subcontractor, or vendor, as the case may be. The Redeveloper will take such action with respect to any construction contract, subcontract, or purchase order as the Authority or the Department of Housing and Urban Development (“HUD”) may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Redeveloper becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Authority or HUD, the Redeveloper may request the United States to enter into such litigation to protect the interests of the United States. For the purpose of including such provisions in any construction contract, subcontract, or purchase order, as required hereby, the first three lines of this Section shall be changed to read, “During the performance of this Contract, the Contractor agrees as follows:” and the term “Redeveloper” shall be changed to “Contractor.”

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

- (a) The work to be performed under this Agreement is on a project assisted under a program providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (“Section 3”). Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns that are located in, or owned in substantial part by persons residing in the area of the project.
- (b) The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of HUD set forth in 24 C.F.R. Part 135, and all applicable rules and orders of the HUD issued under that provision prior to the execution of this Agreement. The parties to this Agreement certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.
- (c) The Redeveloper will require each contractor employed by the Redeveloper to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers’ representative of the contractor’s commitments under this Section 3 clause and shall require each such contractor to post copies of the notice in conspicuous places available to employees and applicants for employment or training.

- (d) The Redeveloper will require each contractor employed by the Redeveloper to include this Section 3 clause in every subcontract for work in connection with this Agreement and will, at the direction of the Authority or City, require such contractor to take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of HUD, 24 C.F.R. Part 135. The contractor will not subcontract with any subcontractor where it has actual notice or knowledge that the latter has been found in violation of regulations under 24 C.F.R. Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
  
- (e) Compliance with the provisions of Section 103, the regulations set forth in 24 C.F.R. Part 135, and all applicable rules and orders of HUD issued under that provision prior to execution of this Agreement, shall be a condition of the federal financial assistance provided to the Project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 C.F.R. Part 135.

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

**IN WITNESS WHEREOF**, the Authority has caused this Agreement to be duly executed in its name and behalf by its Executive Director and the Redeveloper have caused this Agreement to be duly executed in its name and on its behalf.

*[SIGNATURE PAGES TO FOLLOW]*

**AUTHORITY:**

**OKLAHOMA CITY URBAN RENEWAL AUTHORITY,**  
a public body corporate

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

**ACKNOWLEDGMENT**

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 \_\_\_\_\_, 2020, personally appeared Catherine O'Connor, to me known to be the identical person who executed the foregoing instrument as the Executive Director of the Oklahoma City Urban Renewal Authority, and acknowledged to me that she executed the same as her free and voluntary act on behalf of 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

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

(Seal)



**SCHEDULE A  
PROPERTY DESCRIPTION**

**Phase I**

The West Twenty Feet (W20') of lot Three (3) and all of lots Four (4), Thirty-Three (33), Thirty-Four (34), and Forty-Three (43) thru Forty-Six (46), inclusive, in Block Two (2) of **EDGEMONT ADDITION** to Oklahoma City, Oklahoma County, Oklahoma, according to the recorded plat thereof.

**Phase II**

All of lots Four (4), Five (5), and Six (6) in Block One (1) of **EDGEMONT ADDITION** to Oklahoma City, Oklahoma County, Oklahoma, according to the recorded plat thereof.

AND

All of lots Twenty-Five (25) and Twenty-Six (26) in Block Two (2) of **WEAVERS 2<sup>ND</sup> ADDITION** to Oklahoma City, Oklahoma County, Oklahoma, according to the recorded plat thereof.

**Phase III**

All of lots Five (5) thru Eight (8), inclusive in Block Two (2) of **WEAVERS 2<sup>ND</sup> ADDITION** to Oklahoma City, Oklahoma County, Oklahoma, according to the recorded plat thereof.

**SCHEDULE B  
TITLE EXCEPTIONS**

[insert title exceptions from title commitment]

**SCHEDULE C  
FORM OF DEED**

[Attached]

**EXHIBIT C**  
**(FORM OF DEED)**

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

Progress OKC, A Community Development  
Corporation, Inc.  
105 North Hudson, Suite 101  
Oklahoma City, OK 73102

**EXEMPT DOCUMENTARY STAMPS  
O.S. TITLE 68, ART. 32, SECTION 3202**

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(SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY)

**SPECIAL WARRANTY DEED**

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

**WHEREAS**, an urban renewal plan for a blighted area in Oklahoma City designated the John F. Kennedy Urban Renewal Plan, Project Okla. R-35 (“Urban Renewal Plan”) has been adopted and approved by the City Council of the City of Oklahoma City, which Urban Renewal Plan, as it exists on the date hereof, is recorded in the office of the City Clerk of Oklahoma City, Oklahoma; and

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

**WHEREAS**, the Oklahoma City Urban Renewal Authority and Progress OKC, A Community Development Corporation, Inc., have heretofore entered into a Contract for Sale of Land and Redevelopment, dated \_\_\_\_\_, 2020 (“Redevelopment Agreement”), whereby Progress OKC, A Community Development Corporation, Inc., agreed to undertake the redevelopment of certain real property located in the project area in accordance with the public purposes and provisions of the applicable, state and local laws and requirements under which the Urban Renewal Plan has been undertaken; and

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

**NOW, THEREFORE**, this Deed, made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the **OKLAHOMA CITY URBAN RENEWAL AUTHORITY** (“Grantor”), acting herein pursuant to the above-mentioned law, and **PROGRESS OKC, A COMMUNITY DEVELOPMENT CORPORATION, INC.**, an Oklahoma not-for-profit corporation (“Grantee”).

**WITNESSETH:**

That, for and in consideration of the sum of \_\_\_\_\_ DOLLARS and NO/100s (\$\_\_\_\_\_) and other good and valuable consideration, receipt of which is hereby acknowledged, the Grantor does, by this Special Warranty Deed, grant, bargain, sell and convey unto the Grantee to have and to hold the following described land and premises, situated in Oklahoma City, Oklahoma County, and more particularly described on **Exhibit A** attached hereto, together with all and singular, the hereditament and appurtenances thereunto belonging or in any wise appertaining to the above-described land, including all right, title, and interest in and to vacated streets and alleys abutting thereon, **LESS AND EXCEPT** any interest in and to oil, gas, coal, metallic ores, and other minerals therein and thereunder previously reserved or conveyed of record, **AND SUBJECT TO** the matters described in Exhibit B attached hereto.

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

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

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

**THIRD:** The Grantee shall commence promptly the construction of the aforesaid improvements on the property hereby conveyed in accordance with the said construction plans and shall prosecute diligently the construction of said improvements to completion: provided, that in any event, construction shall commence no later than [REDACTED], and shall be completed no later than [REDACTED].

**FOURTH:** Until the Grantor certifies that all the aforesaid improvements specified to be done and made by the Grantee have been completed, the Grantee shall have no power to convey the property hereby conveyed or any part thereof without the prior written consent of the Grantor except to a mortgagee under a mortgage permitted by this Deed.

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

**SIXTH:** The Grantee agrees for themselves and any successor in interest not to use or extract groundwater from the Property, or construct pumps, drills, or wells for the purpose of extracting groundwater from the Property, unless and except such use or extraction is for purposes of monitoring water quality of the groundwater.

The covenants and agreements contained in the covenant numbered FIRST shall terminate on January 1, 2040. The covenants and agreements contained in covenants numbered SECOND, THIRD, and FOURTH shall terminate on the date the Grantor issues the Certificate of Completion as herein provided except only that the termination of the covenant numbered SECOND shall in no way be construed to release the Grantee from their obligation to pay real estate taxes or assessments (or payments in lieu thereof) on the property hereby conveyed or any part thereof. The covenant numbered FIFTH and SIXTH shall remain in effect without any limitation as to time.

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

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

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

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

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

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

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

The Grantor shall each be deemed a beneficiary of covenants numbered FIRST through

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

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

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

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

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

*[SIGNATURE PAGES TO FOLLOW]*

FORM



**GRANTEE:**

**PROGRESS OKC, A COMMUNITY DEVELOPMENT CORPORATION, INC.,**  
an Oklahoma not-for-profit corporation

By: \_\_\_\_\_  
Maurianna Adams, Executive Director

**ACKNOWLEDGMENTS**

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 \_\_\_\_\_, 2020, personally appeared Maurianna Adams, to me known to be the identical person who executed the foregoing instrument as its Executive Director, and acknowledged to me that she executed the same as her free and voluntary act on behalf of Progress OKC, A Community Development Corporation, Inc., an Oklahoma not-for-profit corporation, for the uses and purposes therein set forth.

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

\_\_\_\_\_  
NOTARY PUBLIC

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

(SEAL)



- Legend**
- Sections (>1:40,000)
  - Parcels
  - OK County Boundary

1: 2,257



**Notes**  
Enter Map Description

**OKLAHOMA CITY**

URBAN  
RENEWAL  
AUTHORITY

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To: Board of Commissioners  
From: Catherine O'Connor, Executive Director  
Date: October 21, 2020  
Ref: Authorizing a Community Development Block Grant Operating Agreement with the City Of Oklahoma City for Fiscal Year 2020–2021 and Execution of the Agreement by the Executive Director

**Background:** OCURA 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 OCURA’s activities and to manage its property portfolio and other CDBG eligible projects. The term of the new agreement is from July 1, 2020 through June 30, 2021. The budget is as follows:

**The Authority Operating Funds: \$788,880** – These funds are for the day to day operations of OCURA including staff support, property management and disposition activity in federal urban renewal areas and other eligible CDBG activities.

**Program Income: \$678,535** – Program income generated in fiscal years 2018, 2019 and 2020 is allocated to be used for CDBG eligible projects including the micro enterprise grant program.

**Carryover: \$218,137** - Prior year operating funds are re-allocated for CDBG eligible projects that benefit low-to-moderate income persons.

**Grand Total: \$1,685,553**

**Summary of Agenda Item:** The resolution authorizes the Executive Director to execute the 2020-2021 agreement.

**Recommendation:** Approval of Resolution

**Attachments:** Draft Contract for CDBG Funding for 2020-2021

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

**RESOLUTION AUTHORIZING A COMMUNITY DEVELOPMENT BLOCK GRANT OPERATING AGREEMENT WITH THE CITY OF OKLAHOMA CITY FOR FISCAL YEAR 2020–2021 AND EXECUTION OF THE AGREEMENT BY THE EXECUTIVE DIRECTOR**

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

**WHEREAS**, the City is an entitlement city pursuant to the Housing and Community Development Act of 1974, as amended, and receives annual Community Development Block Grant (“CDBG”) 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 an operating agreement proposed by the City that provides the Authority with a certain amount of CDBG funding and authorizes the Authority to carry out eligible CDBG activities in the fiscal year ending June 30, 2021 (“CDBG Operating Agreement”); and

**WHEREAS**, the Board of Commissioners of the Authority deems it appropriate and desirable to authorize the Executive Director to adopt and approve the CDBG Operating Agreement.

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

1. The CDBG Operating Agreement proposed by the City of Oklahoma City for the fiscal year ending June 30, 2021 is hereby approved, and the Executive Director is hereby authorized to execute the CDBG Operating Agreement.
2. The Executive Director is authorized to execute any desirable and necessary amendments thereto.

I, \_\_\_\_\_, Secretary of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, certify that the foregoing Resolution No. \_\_\_\_\_ was duly adopted at a **regular** meeting of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, held by phone at (346)248-7799 Meeting ID: 869 8662 2311 and online at <https://us02web.zoom.us/j/86986622311>, on the **21<sup>st</sup>** day of **October, 2020**; 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.

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SECRETARY

(SEAL)

**CITY OF OKLAHOMA CITY  
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) OPERATING AGREEMENT  
FY 2020/2021  
WITH OKLAHOMA CITY URBAN RENEWAL AUTHORITY**

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

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

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

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

WHEREAS, the City Council of The City of Oklahoma City (hereinafter called The 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, 2020**, The CITY, a municipal corporation, , having a principal place of business at 200 North Walker, Oklahoma City, Oklahoma 73102, and **Oklahoma City Urban Renewal Authority** as a CDBG program SUBRECIPIENT under 24 CFR 570.500(c); (hereinafter called OCURA), 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 The CITY’s Community Development Program, OCURA 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, 2020 to June 30, 2021**. All scheduled work provided for in this Agreement shall be completed by **June 30, 2021**.

3. **Funding**

a. In exchange for the services and products to be provided under this Agreement The CITY shall allocate to OCURA **FY 2020-21** CDBG funds in the amount of **\$788,880.00** for Slum and Blight disposition, cleanup of contaminated sites, and Urban Renewal Area (URA) completion activities (i.e., eligible activities addressed under a HUD approved Urban Renewal Area close-out

plan.). Such funds may alternatively be used for activities which benefit Low- to Moderate- income (LMI) persons, subject to prior approval from The CITY’s Housing & Community Development Division. In addition, The CITY shall:

- (i) Allocate to OCURA CDBG remaining funds awarded in the FY 2019-20 program year contract in the amount of **\$218,137.34** carried forward from program year FY 2019-20 for Slum and Blight disposition, cleanup of contaminated sites, and URA completion. Such funds may alternatively be used for activities which benefit LMI persons subject to prior approval from The CITY’S Housing & Community Development Division.
- (ii) Allocate to OCURA **\$37,990.00** of CDBG program income generated in the FY 2017-18 program year and carried forward from the FY 2018-19 and FY 2019-20 program year contracts ; and **\$270,000.00** of program income generated and carried forward from the FY 2019-20 program year contract to be used exclusively for the following eligible activities: real property acquisition, clearance, remediation of environmental contamination (if necessary); property disposition for redevelopment which benefits LMI income persons; LMI Job creation; and/or Low-Moderate Area Benefit (LMA) projects.
- (iii) Allocate to OCURA **\$370,545.25** of the OCURA Microenterprise Funds allocated in FY 2019-20 and carried forward to be used exclusively for the OCURA Microenterprise Grant Program to provide grants up to \$10,000 for eligible microenterprise businesses with five (5) or fewer employees and located in an Urban Renewal Area or low- to moderate- income census tract. Funds may be used for payroll, occupancy (including utilities), business equipment, real property improvements, or other eligible microenterprise activities as defined in 24 CFR part 570.201(o).
- (iv) the total funding provided pursuant to this Agreement shall be in the amount of **\$1,685,552.59**, but only as such funds are available from the Federal Government, **and from no other source**. Program income allocated under this Agreement shall be subject, more specifically, to conditions described in Section 6.c. (ii and iii) and Schedule “A” part (c) of this Agreement. .

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

Slum and Blight Activities and/or LMI Activities FY 2020-21	\$ 788,880.00
Slum and Blight Carryover funds FY 2019-20	\$ 218,137.34
Program Income FY 2017-18	\$ 37,990.00
Program Income FY 2018-19	\$ 270,000.00
<u>Microenterprise Program Carryover Funds FY 2019-20</u>	<u>\$ 370,545.25</u>
<b>Total</b>	<b>\$ 1,685,552.59</b>

b. OCURA shall not commit any portion of funding identified as “carryover funds” or “program income” until and unless notified by The CITY, in writing, that the project intended for fund commitment has been reviewed by The CITY in accordance with 24 CFR Part 58 and such funds have been set-up in the OCURA’S account and are available for use. The Part 58 environmental review process must be completed prior to the release of funds.

c. OCURA agrees to make expenditures in accordance with Schedule “A” and provisions of Schedule "B" attached hereto and incorporated as a part hereof. It is expressly agreed and understood by The CITY and OCURA that this Agreement shall not provide for compensation beyond the end of The CITY’s present fiscal year, that being **June 30, 2021**.

d. Funding under this Agreement is to be used exclusively for CDBG eligible activities undertaken during the Term of the Agreement.

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 OCURA.

5. **Contracts/Subcontracts**

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

6. **Compliance with other requirements**

OCURA 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**

OCURA 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. **OCURA SHALL INCLUDE PROVISIONS FOR SECTION 3 COMPLIANCE IN EACH AGREEMENT FOR SERVICES WITH A SUBCONTRACTOR SUBJECT TO COMPLIANCE WITH REGULATIONS IN 24 CFR PART 135.** It is specifically agreed and understood by both parties hereto that OCURA shall comply with all applicable HUD regulations. OCURA shall maintain full and adequate records of compliance with applicable laws, rules and regulations. Such records shall be open for inspection by The CITY and/or HUD or their authorized representatives.

b. **Program Income Receipt and Disposition**

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

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

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

c. Reallocated Program Income

- (i) Program income returned to The CITY may be reallocated to OCURA upon request for approved projects.
- (ii) Program income generated in FY 2020-21 exceeding the amount specified above in Item 3, shall only be reallocated through amendment of this Agreement, and may require approval of an amendment to the 2020-21 Annual Action Plan by the U.S. Department of Housing and Urban Development (HUD).
- (iii) No reallocated program income shall be drawn until OCURA submits and The CITY has reviewed and approved in writing the:
  - CDBG Eligible Activity and corresponding National Objective,
  - Project Scope of Work,
  - Budget,
  - Job rosters and Full Time Equivalent (FTE) projections. For eligible Job Creation activities, OCURA must have a written agreement with developers/businesses requiring them to annually:
    - ✓ Report a listing of job titles, job descriptions, and any prerequisites/skills required for each position;
    - ✓ Provide the names and income status of hires to the positions, and the current FTE status.
    - ✓ Submit a written description of the process employed to ensure first hiring consideration is given to low-moderate income candidates.
  - Development timeline, and/or
  - Any project-specific exhibits The CITY may require, for example, a current (no more than six months old) property appraisal consistent with the Uniform Standards of Professional Appraisal Practice (USPAP) shall be required for any project proposing property acquisition.

d. Administrative Requirements.

- (i) OCURA shall comply with applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements of 2 CFR Part 200. OCURA shall fully read 2 CFR Part 200 and then sign the Grant Policy and Procedure Review Certification form attached to this Agreement as Schedule "F."
- (ii) In matters of Program Income, OCURA shall comply with the provisions of 24 CFR 570.504(c) and paragraph 6b above.
- (iii) In matters concerning Real Property, OCURA shall comply with the provisions of 24 CFR 570.505.
- (iv) In matters concerning the disposition of equipment, 24 CFR 85.32 shall apply:
  - In all cases in which equipment is sold, the proceeds shall be program income (prorated to reflect the extent to which CDBG funds were used to acquire the equipment); and
  - Equipment not needed for CDBG activities shall be transferred to The CITY for the CDBG program or shall be retained after compensating The CITY.

e. Environmental Responsibilities

**The CITY shall not reimburse OCURA for any project expenses incurred before the Part 58 environmental review is completed.** OCURA shall carry out each activity in compliance with all Federal laws and regulations described in Subpart K of 24 CFR 570, except that:

- (i) OCURA does not assume The CITY'S environmental responsibilities with respect to 24 CFR 570.604; and
- (ii) OCURA does not assume The CITY'S responsibility for initiating the review process under the provisions of 24 CFR Part 58.

- (iii) OCURA shall provide all necessary information required for The CITY to complete its environmental review and responsibilities for each project contemplated for funding and no funds shall be drawn for any project until the site-specific environmental review process for the individual project is complete.

f. Reversion of Assets

If this Agreement is terminated or expires without a replacement Agreement in place for the use of CDBG funds, OCURA 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 OCURA's control that was acquired or improved in whole or in part using more than \$25,000 of CDBG funds shall be:

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

g. Documentation Necessary for Required Assurances

- (i) OCURA shall appoint **Cathy O'Connor** as compliance officer(s) to ensure that regulatory provisions and the terms of this Agreement 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.
- (ii) OCURA shall furnish such information and maintain such records as may be needed to enable both OCURA 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.

h. Record Retention

OCURA agrees to retain all records pertaining to CDBG funded activities; for awards that are renewed annually, records shall be retained for a period of four years. OCURA 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.

i. Religious Organizations

CDBG funds may not be used for religious activities or provided to primarily religious entities for inherently religious activities. Requirements described in 24 CFR 570.200(j), and §51.09 shall apply.

7. Cross-cutting Requirements

OCURA 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. OCURA shall maintain complete records on all applicants, and disposition of such applications to document compliance with this section.

b. Davis-Bacon and Related Acts (DBRA)

OCURA shall assure that all contractors and subcontractors performing on federal contracts exceeding two thousand dollars (\$2,000.00) that involve construction or rehabilitation (to include demolition activity associated with construction), comply with the requirements of DBRA. Contracts for the rehabilitation or construction of residential properties containing less than eight (8) units are excluded. DBRA covered contractors and subcontractors must pay their laborers and mechanics not less than the prevailing wage rates and fringe benefits listed in the DBRA wage determination for corresponding classes of laborers and mechanics employed on similar projects in the area. DBRA labor standard clauses must be included in covered contracts and subcontracts.

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

Contractors and subcontractors on prime contracts exceeding 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 a covered contract work in a workweek. Covered contractors and subcontractors shall also pay employees weekly and submit weekly certified payroll records to the contracting agency.

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

DBRA requires that Contractors maintain payroll and personnel records for all laborers and mechanics during the course of the work, and for a period of three years thereafter. Records to be maintained include:

- (i) Name, address, and Social Security number of each employee
- (ii) Each employee's work classifications
- (iii) Hourly rates of pay, including rates of contributions or costs anticipated for fringe benefits or their cash equivalents
- (iv) Daily and weekly numbers of hours worked
- (v) Deductions made
- (vi) Actual wages paid
- (vii) If applicable, detailed information regarding various fringe benefit plans and programs, including records that show that the plan or program has been communicated in writing to the laborers and mechanics affected
- (viii) If applicable, detailed information regarding approved apprenticeship or trainee programs

8. Reports and Audits

OCURA shall furnish to The CITY all reports required by HUD and such additional reports as may be necessary to comply with all applicable laws, regulations, and guidelines. Further, OCURA shall provide any other reports deemed reasonably necessary by The CITY. The CITY, HUD or the Comptroller General of the United States or any of their duly authorized representatives shall at all times have the right and option to monitor, inspect, audit and review OCURA'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 OCURA and the contractors or subcontractors of OCURA, for the purpose of making audit examination, excerpts and transcriptions.

Required reports include but are not limited to:

- a. Reporting of records kept in accordance with 24 CFR 570.506.
- b. Along with or prior to the first draw of funds under this Agreement, OCURA shall submit to The CITY its previous year's **Minority Business Enterprise and Women Business Enterprise Report**, including data from all contractors and subcontractors.
- c. Along with or prior to the first draw of funds under this Agreement, OCURA shall submit to The CITY its previous year's **Section 3 Compliance Report** including data from all contractors and subcontractors.
- d. OCURA shall submit to The CITY an independent annual audit performed by an auditor familiar with HUD Programs, or shall perform and submit to The CITY an audit that meets the requirements of 2 CFR 200, Subpart F- Audit Requirements. The audit shall be submitted to The CITY within 30 days after receiving the completed audit report.
- e. OCURA shall submit to The CITY copies of any police report related to loss or damage to properties purchased or rehabilitated with CDBG funds within 10 business days from the date of loss or damage.

9. **Preparation of Community Development Grant Application**

The CITY shall be responsible for the preparation of the formal application to HUD for CDBG funds. When requested by The CITY, OCURA shall (within 30 days of the request) supply to The CITY information necessary for the completion of such application. Requests for additional information from The City may be made electronically through email, or in writing.

10. **Personnel Policies and Internal Procedures**

Personnel policies, pay scales and operating procedures of OCURA shall be the responsibility of and shall be determined by OCURA; provided however that OCURA shall maintain and staff a facility accessible to citizens seeking to conduct business with OCURA 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 upon request.

11. **Citizen Participation**

OCURA 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 laws, regulations, guidelines, and policy statements of The CITY.

12. **Conflict of Interest**

No member, officer, or employee of The City or OCURA, 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 exercises or has exercised any functions or responsibilities regarding the program, or who can participate in a decision-making process or gain inside information regarding activities, may obtain a financial interest or benefit from the assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to such assisted activity, or regarding proceeds of the assisted activity, either for themselves or those with whom they have business or immediate family ties, during his or her tenure or for one year thereafter. The

Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 24 CFR 570.611, which include, but are not limited to the following:

- a. OCURA shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b. No employee, officer or agent of OCURA shall participate in the selection, the award or the administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of The City, OCURA, or any designated public agency.

13. **Non-Discrimination Certificate**

In connection with the performance of this Agreement, OCURA agrees not to discriminate against any employee or applicant for employment because of race, creed, religion, color, national origin, sex, familial status, handicap, age or ancestry. OCURA further agrees to take affirmative action to ensure 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, termination, rates of pay or other forms of compensation and selection for training, including internship.

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

14. **Hold Harmless Clause**

OCURA shall defend, indemnify and save harmless The CITY from any and all claims and causes of action against The 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 OCURA, its subcontractors, agents or employees under the terms of this Agreement. In addition to the foregoing, OCURA agrees to hold harmless The CITY from any liability arising from the claims of OCURA's developers, contractors, subcontractors or any others, which OCURA might employ or obtain services or materials from in connection with the performance of this Agreement.

15. **Independent Status**

OCURA 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, workers' compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit. The OCURA 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. OCURA shall provide a Certificate of Insurance to The CITY for each property, as acquired.

16. **Termination**

This Agreement incorporates the provisions of 2 CFR Part 200, Subpart D. 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) days' written notice from The CITY to OCURA 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.

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

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

It is expressly understood between The CITY and OCURA that OCURA shall not make change orders that would require an increase in the proceeds provided in this Agreement.

18. **Lobbying Certification**

OCURA shall not use funds provided herein for political patronage or lobbying and shall execute the Lobbying Certification ("Schedule E") as an inclusion in this document.

19. **Budgets**

It is expressly understood by OCURA that budgets shall not be exceeded under any circumstances without prior written approval. Every request for budget revision to the funds itemized in Section 3.a.iv must be submitted in writing. OCURA shall not consider program income over and above those amounts allocated in Section 3.a.(ii) of this Agreement as increasing budget capacity unless approval has been sought and received in writing from The CITY.

20. **Miscellaneous**  
Should it become necessary to determine the meaning or otherwise interpret any word, phrase or provision of this Agreement, or should the terms of this Agreement in any way be the subject of litigation in any court of laws or equity, it is expressly agreed that the laws of the State of Oklahoma shall exclusively control same.
21. **Debarment and Exclusions**  
OCURA certifies by execution of this agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. OCURA shall require that all subcontract agreements funded under this agreement include this certification by the subcontractor.
22. **Environmental Review**  
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.

OCURA acknowledges that it possesses adequate experience, knowledge, capacity and ability in conducting and managing the program that is the subject of this Agreement, and agrees to use such experience, knowledge, capacity and ability in its implementation and completion of this Agreement for the benefit of The CITY. OCURA agrees to extend its best efforts on behalf of The CITY and agrees to adhere to principled business and professional practices in its implementation and completion of this Agreement.

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the parties hereto set their hands this \_\_\_\_ day of \_\_\_\_\_ 2020.

**OKLAHOMA CITY URBAN  
RENEWAL AUTHORITY**

**THE CITY OF OKLAHOMA CITY**

By \_\_\_\_\_

\_\_\_\_\_  
David Holt, Mayor

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

ATTEST:

ATTEST:

\_\_\_\_\_  
Secretary

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

**REVIEWED** as to form and legality

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

**SCHEDULE "A"**  
**SCOPE OF WORK/NATIONAL OBJECTIVES**

OCURA 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) Up to but no more than \$788,880.00 of FY 2020-21 funding and \$218,137.34 in prior year funding carried forward from FY 2019-20 as allocated in this Agreement shall be used to meet the CDBG National Objective criteria, activities to address slum and blight under 24 CFR 570.208(b)(1), Activities to address slum and blight on an area basis; and 24 CFR 570.208(b)(3) (i & ii); or Activities to address slum and blight in an urban renewal area. OCURA shall also comply with 24 CFR 570.505, Use of real property.

With prior written approval from The City Planning Department Housing & Community Development Division, funds may be alternatively used to support activities which primarily benefit Low- and Moderate- Income Persons under 24 CFR 570.208(a).

- b) Up to, but no more than \$307,990.00 of reallocated program income shall be used for any of the following activities, subject to the terms in Section 6c of this Agreement:
- Low- Mod- Area Benefit infrastructure projects;
  - Real property acquisition;
  - Clearance;
  - Remediation of environmental contamination;
  - Disposition for housing development provided at least 51% of the units are reserved for LMI households during the negotiated period of affordability; or
  - Disposition for special economic development for low to moderate income job creation.

Provided, no carryover funds or reallocated program income shall be drawn by OCURA until The CITY has reviewed and approved in writing the:

- CDBG Eligible Activity and corresponding National Objective,
- Project Scope of Work,
- Budget,
- Job rosters and FTE projections per the terms appearing in Section 6c of this Agreement.
- Development timeline, and/or
- Any project specific exhibits The CITY may require, for example, a current (no more than six months old) property appraisal consistent with the Uniform Standards of Professional Appraisal Practice (USPAP) shall be required for any project proposing property acquisition.

- c) Up to, but no more than \$370,545.25 of FY 2019-20 CDBG funds carried forward shall be used for grants to microenterprise businesses up to \$10,000 for eligible economic development activities under 24 CFR 570.201(o). Businesses must be located in an Urban Renewal Area or Low to Moderate Income Census Tract.
- d) Prior to expending any funds under this Agreement for acquisition, OCURA shall:

- i. inform The CITY of the need to perform its environmental responsibilities under 24 CFR Part 58 (to avoid choice limiting activities, OCURA shall not enter into contract until the Part 58 process has been completed.)
- ii. provide The CITY with evidence that the sale is voluntary in accordance with the Consolidated Appropriations Act of 2016
- iii. perform an appraisal consistent with the Uniform Standards of Professional Appraisal Practice (USPAP)
- iv. document conformance with requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (if applicable)
- v. determine the end use of the property to be acquired per 24 CFR §570.208(d).

- A preliminary determination of compliance may be based on the planned use
- The final determination shall be based on the actual use of the property, excluding any short-term, temporary use
- Where the acquisition is for the purpose of clearance to eliminate specific conditions of blight or physical decay, the clearance activity shall be considered the actual use of the property; however, any subsequent use or disposition of the cleared property must be treated as a “change of use” under 24 CFR §570.505
- If the property is to be acquired for a general purpose such as housing or economic development, and the actual specific project is not yet identified, OCURA must document the general use it intends for the property, the National Objective category it expects will be met, and provide a written commitment to use the property only for a specific project under that general use which will meet the specified national objective.

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

1. OCURA shall notify the Planning Department, Housing & Community Development Division (HCDD) in writing, of OCURA's status under the Audit Requirements of 2 CFR Part 200.501.
2. OCURA shall notify the HCDD prior to 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 their execution.
3. OCURA requests for reimbursement of property acquisition costs shall be accompanied by a current appraisal dated within six (6) months of the signed Purchase Agreement. Reimbursement from CDBG funds shall be limited to 120% of the documented appraised value of the property. Acquisition costs exceeding 120% of the current appraised value must be paid from non-federal sources.
4. OCURA, 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. § 793; and/or the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212.
5. OCURA shall appropriately allocate activity delivery costs for each project carried out with funds under this Agreement, and shall estimate these costs in budget form and appropriately document actual activity delivery expenses.
6. OCURA shall adopt the HCDD's determination of "affordable rents" and shall establish the HCDD's approved "affordability period" for each and any housing project contemplated to be undertaken to meet the National Objective of 24 CFR 570.208(a)(3), Housing activities benefiting low and moderate income persons. The HCDD's "affordable rent" and "affordability standard" shall be provided upon request or determined during project review.
7. OCURA, respective to rental and homebuyer housing projects, shall use the HUD income qualification standards specific to determine low- and moderate- income households, and shall adopt The CITY's HUD-approved method of determining maximum rents for low- and moderate-income households. Specifically, OCURA and its contractors shall use the HUD Part 5 method of income determination in 24 CFR 5.609 for low- and moderate- income rental projects and the IRS 1040 method for homebuyer projects. The CITY staff shall provide guidance to OCURA on how to comply with either method.
8. OCURA shall adhere, as applicable, to 24 CFR 570.208(a)(3) for determining compliance with housing activities that meet a low- and moderate- income national objective.
9. OCURA shall adhere, as applicable, to guidelines at 24 CFR 570.209 for evaluating and selecting economic development projects. These include guidelines and objectives for evaluating project costs and financial requirements; standards for evaluating public benefit; amendments to economic development projects after review determinations; and documentation.
10. OCURA shall adhere, as applicable, to 24 CFR 570.208(a)(4) for determining compliance with job creation or retention activities to meet a low- and moderate-income national objective.

## **SCHEDULE “B” BUDGET**

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

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

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

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

**Page 1 of 2 Pages**

In compliance with regulations at 24 CFR Part 135 and Section 3 of the 1968 Housing and Urban Development Act, as amended, regarding Equal Employment Opportunity, OCURA 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, disability or sex.

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

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

**UTILIZING LOWER- INCOME RESIDENTS:**

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

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

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

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

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

OCURA (aka the contractor in this context) shall comply with the following provisions and shall include the following clause (referred to as the Section 3 clause) in all its Section 3 covered contracts:

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 will 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 shall 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 shall 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:**

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

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

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

*To that end contractors/subrecipients are required to execute and post this Statement.*

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

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

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

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

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

OKLAHOMA CITY URBAN RENEWAL AUTHORITY

BY \_\_\_\_\_  
Title

**SCHEDULE "E"**  
**CERTIFICATION REGARDING LOBBYING**

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

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

OKLAHOMA CITY URBAN RENEWAL  
AUTHORITY

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

DATE \_\_\_\_\_

ATTEST:

SECRETARY

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

**Subrecipient Annual Grant Policy and Procedure Review Certification**

Please initial next to each item as performed, sign and date the certification. Return to the GFA.

Initials

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

\_\_\_\_\_ I have read 2 CFR 200 in its entirety at least once.  
[Link to 2 CFR 200: \\ci.okc\okc\FI-Reports\Grants\2 CFR 200](#)

\_\_\_\_\_ I have reviewed the 2017, 2018, & 2019 2 CFR Part 200, Appendix XI – Matrix of Compliance Requirements

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

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

I certify the initialed statements above are correct to my knowledge

\_\_\_\_\_  
(Subrecipient's Printed Name)

\_\_\_\_\_  
(Subrecipient's Organization)

\_\_\_\_\_  
(Subrecipient's Signature)

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

List of Active Grants (attach additional sheets if necessary)

Grant Project Number

Grant Title

B-20-MC-40-0003

Community Development Block Grant

\_\_\_\_\_  
Program Manager's Signature)

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

**OKLAHOMA CITY**

**URBAN  
RENEWAL  
AUTHORITY**

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To: Board of Commissioners  
From: Catherine O'Connor, Executive Director  
Date: October 21, 2020  
Ref: Resolution Approving a Community Development Block Grant Services Agreement between the Oklahoma City Urban Renewal Authority and The Alliance for Economic Development of Oklahoma City, Inc. for the Management of the CDBG Program in Accordance with the CDBG Operating Agreement between the Oklahoma City Urban Renewal Authority and the City Of Oklahoma City for Fiscal Year 2020–2021

**Background:** This is an agreement for the delivery of various professional services by the Alliance for Economic Development of Oklahoma City, Inc. (“Alliance”) to Oklahoma City Urban Renewal Authority (“OCURA”) to administer the Community Development Block Grant Program (“CDBG”). For fiscal year 2020-2021, a contract between OCURA and the City of Oklahoma City has been drafted to oversee \$1,685,553 in CDBG funding for property management, property acquisition and disposition, cleanup of contaminated sites, administration of a microenterprise grant program and other eligible activities.

The Alliance has assumed all administrative and management functions that in the past were provided by OCURA employees. In order to clearly define the CDBG-related activities performed by the Alliance it was determined that two agreements between OCURA and the Alliance would be the best approach. This agreement outlines the CDBG-related activities to be performed by the Alliance for OCURA. The agreement includes an amount not-to-exceed \$200,000.

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

**Recommendation:** Approval of Resolution

**Attachments:** Copy of Professional Services Agreement

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

**RESOLUTION APPROVING A COMMUNITY DEVELOPMENT BLOCK GRANT SERVICES AGREEMENT BETWEEN THE OKLAHOMA CITY URBAN RENEWAL AUTHORITY AND THE ALLIANCE FOR ECONOMIC DEVELOPMENT OF OKLAHOMA CITY, INC., FOR THE MANAGEMENT OF THE CDBG PROGRAM IN ACCORDANCE WITH THE CDBG OPERATING AGREEMENT BETWEEN THE OKLAHOMA CITY URBAN RENEWAL AUTHORITY AND THE CITY OF OKLAHOMA CITY FOR FISCAL YEAR 2020–2021**

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

**WHEREAS**, pursuant to the Oklahoma Urban Redevelopment Law, 11. O.S. §38-107(E), the powers of the Authority are vested in and shall be exercised by the Board of Commissioners; and

**WHEREAS**, pursuant to the Oklahoma Urban Redevelopment Law, 11. O.S. §38-107(F), the Authority may employ such technical experts and other agents as it may require, and it may contract for any services necessary to its operation; and

**WHEREAS**, Title I of the Housing and Community Development Act of 1974 (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 by expanding housing and economic opportunities principally for persons of low to moderate income as defined by the United States Department of Housing and Urban Development (“HUD”); and

**WHEREAS**, the City is an entitlement city pursuant to Act, and regularly receives CDBG funding; and

**WHEREAS**, the City has entered into a Community Development Block Grant (CDBG) Operating Agreement with the Oklahoma City Urban Renewal Authority (“Authority”), for the fiscal year 2020–2021, 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 (“Operating Agreement”); and

**WHEREAS**, the Authority has entered into the Agreement for Professional Services with the Alliance for Economic Development of Oklahoma City, Inc. (“Alliance”), dated May 16, 2011, whereby the Alliance provides general professional services to the Authority, including administration of the Authority’s day-to-day operations, strategic planning, and project

management (“Alliance Services Agreement”), as renewed by Resolution No. 5761 of the Authority on June 15, 2016; and

**WHEREAS**, the Alliance Services Agreement is a sole source designation for professional services, approved by Resolution No. 5761 of the Authority; and

**WHEREAS**, the proposed Community Development Block Grant Services Agreement (“CDBG Services Agreement”) is a sole source contract between the Authority and the Alliance, consistent with 2 CFR Part 200 (or, as applicable, 24 CFR Part 85) and OMB Circular A-87; and

**WHEREAS**, the Authority deems it appropriate and desirable to authorize the Alliance to undertake its CDBG obligations under the Operating Agreement pursuant to the CDBG Services Agreement, for fiscal year 2020–2021, as the professional services needed to fulfill such obligations are available only from the same, sole source as the Authority’s general professional services; and

**WHEREAS**, the Authority deems it appropriate and desirable to approve the CDBG Services Agreement and to authorize the Executive Director to implement the same.

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

1. The proposed CDBG Services Agreement between the Authority and the Alliance for Fiscal Year 2020–2021 is hereby approved, and the appropriate Officers of the Authority are authorized to execute said CDBG Services Agreement.
2. The Executive Director is authorized to take such actions as may be necessary and appropriate to implement the approved CDBG Services Agreement.
3. The acts and authority of the Executive Director of the Authority with respect to the negotiation of the CDBG Services Agreement between the Authority and the Alliance are hereby approved and ratified.
4. The Officers and Legal Counsel of the Authority are authorized to execute such documents and take such actions as may be necessary or appropriate to implement the Agreement, including approval of amendments, corrections, and modifications of a technical or procedural nature.

I, \_\_\_\_\_, Secretary of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, certify that the foregoing Resolution No. \_\_\_\_\_ was duly adopted at a **regular** meeting of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, held by phone at (346)248-7799 Meeting ID: 869 8662 2311 and online at <https://us02web.zoom.us/j/86986622311>, on the **21<sup>st</sup>** day of **October, 2020**; 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.

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SECRETARY

(SEAL)

## **COMMUNITY DEVELOPMENT BLOCK GRANT SERVICES AGREEMENT**

This COMMUNITY DEVELOPMENT BLOCK GRANT SERVICES AGREEMENT (CDBG Services Agreement”) is made as of the \_\_\_\_ day of \_\_\_\_\_, 2020, between the OKLAHOMA CITY URBAN RENEWAL AUTHORITY (“Authority”) and THE ALLIANCE FOR ECONOMIC DEVELOPMENT OF OKLAHOMA CITY, INC. (“Alliance”) for the management of the Authority’s Community Development Block Grant (“CDBG”) program in accordance with the CDBG Operating Agreement between the Authority and The City of Oklahoma City (“City”) for the fiscal year ending June 30, 2021.

### **WITNESSETH:**

**WHEREAS**, the Housing and Community Development Act of 1974 became effective on January 5, 1975, as amended (“Act”); and

**WHEREAS**, Title I of the Act contemplates the use of CDBG for the establishment and maintenance of viable urban communities as social, economic and political entities; and

**WHEREAS**, a specific objective of the Act is to achieve viable urban communities through 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 United States Department of Housing and Urban Development (“HUD”); and

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

**WHEREAS**, the City, 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 has entered into a CDBG Operating Agreement with the Authority for the fiscal year 2020–2021, 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 (“Operating Agreement”); and

**WHEREAS**, the Authority has entered into the Agreement for Professional Services with the Alliance for Economic Development of Oklahoma City, Inc. (“Alliance”), dated May 16, 2011, whereby the Alliance provides general professional services to the Authority, including administration of the Authority’s day-to-day operations, strategic planning, and project management (“Alliance Services Agreement”), as renewed by Resolution No. 5761 of the Authority on June 15, 2016; and

**WHEREAS**, the Alliance Services Agreement, as renewed, is a sole source designation for professional services, approved by Resolution No. 5761 of the Authority; and

**WHEREAS**, this CDBG Services Agreement is a sole source contract between the Authority and the Alliance, consistent with 2 CFR Part 200 (or, as applicable, 24 CFR Part 85) and OMB Circular A-87; and

**WHEREAS**, the Authority deems it appropriate and desirable to authorize the Alliance to undertake its CDBG obligations under the Operating Agreement pursuant to this CDBG Services Agreement, for fiscal year 2020–2021, as the professional services needed to fulfill such obligations is available only from the same, sole source as the Authority’s general professional services.

**NOW, THEREFORE**, effective as of July 1, 2020, the Authority and the Alliance agree to all the foregoing and further agree as follows:

1. Scope of Work / National Objectives. As part of City’s Community Development Program, under the direction of the Authority pursuant to the Operating Agreement and in accordance with 24 CFR Part 570, the Alliance will undertake and provide all services and products necessary for the Authority to meet its obligations under the Operating Agreement, including specifically but not limited to the services and products described in Schedule A, attached hereto and incorporated as a part hereof by reference.

2. Term of Agreement. The term of this CDBG Services Agreement shall be from July 1, 2020 to June 30, 2021, as provided for in the Operating Agreement. All scheduled work provided for in this CDBG Services Agreement shall be completed by or be under contract for completion by June 30, 2021, the date provided for in the Operating Agreement.

3. Compensation. Compensation for services provided through this CDBG Services Agreement shall be based on the rates, schedules, and procedures described in the Alliance Services Agreement, and shall not exceed \$200,000 for the fiscal year unless such limited is modified by the Executive Director of the Authority. It is understood that this Agreement is funded only with CDBG funds through the Oklahoma City Community Development Block Grant Program as administered by the City and the Authority, and therefore services provided under this Agreement are subject to those regulations and restrictions normally associated with federally-funded programs.

4. Compliance. The Alliance shall comply with all federal, state and municipal laws, rules and regulations laid out in the Operating Agreement as applicable to the Community Development Program of which the Operating Agreement is the subject.

IN WITNESS WHEREOF, the parties hereto set their hands this \_\_\_\_ day of \_\_\_\_\_, 2020.

(signature page follows)

**OKLAHOMA CITY URBAN  
RENEWAL AUTHORITY**

**THE ALLIANCE FOR ECONOMIC  
DEVELOPMENT OF OKLAHOMA  
CITY, INC.**

By: \_\_\_\_\_  
J. Larry Nichols  
Chairman

By: \_\_\_\_\_  
Catherine O'Connor  
President and CEO

ATTEST:

\_\_\_\_\_  
Mark Beffort  
Secretary

## **SCHEDULE A**

### **SERVICES FOR FISCAL YEAR 2020-2021 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM**

The following is an outline of the services to be provided by the Alliance for Economic Development of Oklahoma City, Inc. on behalf of the Oklahoma City Urban Renewal Authority, pursuant to the Community Development Block Grant Services Agreement for fiscal year 2020–2021, and consistent with the terms of the Community Development Block Grant (CDBG) Operating Agreement for fiscal year 2020–2021 between the Oklahoma City Urban Renewal Authority and The City of Oklahoma City.

The services below related to the CDBG Program and specific projects described in the Operating Agreement may be eligible for reimbursement pursuant to the terms of the Operating Agreement and the budget provided for therein.

#### **1. Administration and Special Operations Projects**

- Day to day program administration of the Authority
- Maintenance and development of a disposition strategy for properties of the Authority in close-out and non-close-out project areas
- Continuing implementation of the new fiscal management system in accordance with 2 CFR 200
- Review and revision of the Authority's system of records keeping
- Administration of projects in Asana project management system
- Maintenance of property and asset inventory

The aforementioned services are known at the time of approval of this CDBG Services Agreement and, given the nature of redevelopment activities, are subject to change and could include the introduction of new activities and projects unforeseen at this time and/or the removal of those listed and determined to be unfeasible.

**OKLAHOMA CITY**

URBAN  
RENEWAL  
AUTHORITY

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To: Board of Commissioners  
From: Catherine O'Connor, Executive Director  
Date: October 21, 2020  
Ref: Resolution Approving Community Development Block Grant Services Agreement between the Oklahoma City Urban Renewal Authority and the Center for Economic Development Law, PLLC, Fiscal Year 2020–2021 for the Provision of General Counsel Services Needed in Connection with the CDBG Program in Accordance with the CDBG Operating Agreement between the Oklahoma City Urban Renewal Authority and the City Of Oklahoma City

**Background:** The Center for Economic Development Law (“CEDL”) has historically provided general counsel services for OCURA for programs and projects funded, in whole, or in part with Community Development Block Grant (“CDBG”) funds. CDBG funds are annually allocated to OCURA by the City of Oklahoma City.

**Summary of Agenda Item:** The resolution approves a professional services contract for fiscal year 2020-2021 with the CEDL for CDBG related legal services. The contract includes a not to exceed amount of \$50,000.

**Recommendation:** Approval of Resolution

**Attachments:** Professional Services Contract

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

**RESOLUTION APPROVING COMMUNITY DEVELOPMENT BLOCK GRANT SERVICES AGREEMENT BETWEEN THE OKLAHOMA CITY URBAN RENEWAL AUTHORITY AND THE CENTER FOR ECONOMIC DEVELOPMENT LAW, PLLC, FISCAL YEAR 2020–2021 FOR THE PROVISION OF GENERAL COUNSEL SERVICES NEEDED IN CONNECTION WITH THE CDBG PROGRAM IN ACCORDANCE WITH THE CDBG OPERATING AGREEMENT BETWEEN THE OKLAHOMA CITY URBAN RENEWAL AUTHORITY AND THE CITY OF OKLAHOMA CITY**

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**WHEREAS**, the Oklahoma City Urban Renewal Authority (“Authority”) is engaged in the planning and execution of development and redevelopment projects within the City of Oklahoma City; and

**WHEREAS**, Title I of the Housing and Community Development Act of 1974 (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 by expanding housing and economic opportunities principally for persons of low to moderate income as defined by the United States Department of Housing and Urban Development (“HUD”); and

**WHEREAS**, the City is an entitlement city pursuant to Act, and regularly receives CDBG funding; and

**WHEREAS**, the City has entered into a Community Development Block Grant (CDBG) Operating Agreement with the Oklahoma City Urban Renewal Authority (“Authority”), for the fiscal year 2020–2021, 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 (“Operating Agreement”); and

**WHEREAS**, the Board of Commissioners has previously designated a General Counsel and Associate General Counsel for the Authority and authorized the provision of general legal services by the Center for Economic Development Law, PLLC (“CEDL”), and in prior years has also authorized CEDL to perform legal services in support of the Authority’s CDBG obligations through a separate CDBG legal services agreement; and

**WHEREAS**, the Authority deems it appropriate and desirable to re-authorize CEDL to undertake legal services in support of its CDBG obligations under the Operating Agreement pursuant to the Community Development Block Grant Services Agreement between the “Oklahoma City Urban Renewal Authority and the Center for Economic Development Law, PLLC, Fiscal Year 2020–2021 for the Provision of General Counsel Services Needed in Connection with the CDBG Program in Accordance with the CDBG Operating Agreement between the Oklahoma City Urban Renewal Authority and the City of Oklahoma City” (“CDBG Services Agreement”) attached to this Resolution as “Attachment A”; and

**WHEREAS**, the CDBG Services Agreement is a sole source contract between the Authority

and CEDL, consistent with 2 CFR Part 200 and 24 CFR Part 85, as applicable, and with OMB Circular A-87.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the Oklahoma City Urban Renewal Authority that the CDBG Services Agreement, which covers Fiscal Year 2020–2021 and is attached to this Resolution as “Attachment A,” is hereby approved, and the officers of the Authority are authorized to execute the CDBG Services 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 **regular** meeting of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, held by phone at (346)248-7799 Meeting ID: 869 8662 2311 and online at <https://us02web.zoom.us/j/86986622311>, on the **21<sup>st</sup>** day of **October, 2020**; 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.

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SECRETARY

(SEAL)

**COMMUNITY DEVELOPMENT BLOCK GRANT SERVICES AGREEMENT  
BETWEEN THE OKLAHOMA CITY URBAN RENEWAL AUTHORITY AND THE  
CENTER FOR ECONOMIC DEVELOPMENT LAW, PLLC, FISCAL YEAR 2020–2021  
FOR THE PROVISION OF GENERAL COUNSEL SERVICES NEEDED IN  
CONNECTION WITH THE CDBG PROGRAM IN ACCORDANCE WITH THE CDBG  
OPERATING AGREEMENT BETWEEN THE OKLAHOMA CITY URBAN RENEWAL  
AUTHORITY AND THE CITY OF OKLAHOMA CITY**

**WHEREAS**, the Housing and Community Development Act of 1974 became effective on January 5, 1975, as amended (“Act”); and

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

**WHEREAS**, a specific objective of the Act is to achieve viable urban communities through 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; 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 of Oklahoma City (“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 will be entering into a Community Development Block Grant (CDBG) Operating Agreement with the Oklahoma City Urban Renewal Authority (“Authority”), for the fiscal year 2020-2021, 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 (“Operating Agreement”); and

**WHEREAS**, this Community Development Block Grant Services Agreement (“CDBG Services Agreement”) is a sole source contract between the Authority and CEDL, consistent with 2 CFR Part 200 and 24 CFR Part 85, as applicable, and with OMB Circular A-87; and

**WHEREAS**, the Authority deems it appropriate and desirable to authorize CEDL to undertake legal services in support of its CDBG obligations under the Operating Agreement pursuant to this CDBG Services Agreement, for fiscal year 2020-2021.

**NOW, THEREFORE**, effective on or as of July 1, 2020, the Authority and CEDL agree to all the foregoing and further agree as follows:

1. Scope of Work / National Objectives. As part of City's Community Development Program, under the direction of the Authority pursuant to the Operating Agreement and in accordance with 24 CFR Part 570, CEDL will undertake and provide all professional legal services and products necessary for the Authority to meet its obligations under the Operating Agreement, including but not limited to the services and scope of work described in Exhibit A to this CDBG Services Agreement.

2. Term of Agreement. The term of this CDBG Services Agreement shall be from July 1, 2020 to June 30, 2021, as provided for in the Operating Agreement. All scheduled work provided for in this CDBG Services Agreement shall be completed by or be under contract for completion by June 30, 2021, the date provided for in the Operating Agreement.

3. Compensation. Compensation for services provided shall be based on monthly billings in accordance with the attached Exhibit A, shall be in a form and content satisfactory to the Authority, and shall not exceed \$50,000 for the fiscal year unless such limit is modified by the Executive Director of the Authority. It is understood that this Agreement is funded only with CDBG funds through the Oklahoma City Community Development Block Grant Program as administered by the City and the Authority, and therefore services provided under this Agreement are subject to those regulations and restrictions normally associated with federally-funded programs. CEDL's DUNS number is 13-682-3150. Every invoice CEDL sends to the Authority shall include CEDL's DUNS number.

4. Compliance. CEDL shall comply with all federal, state and municipal laws, rules and regulations laid out in the Operating Agreement as applicable to the Community Development Program of which the Operating Agreement is the subject.

5. Suspension and Termination. If CEDL fails to comply with the terms and conditions of this Agreement, the Authority may pursue such remedies as are legally available, including but not limited to, the suspension or termination of this contract in the manner specified herein:

a. Suspension. If CEDL fails to comply with the terms and conditions of this Agreement, or whenever CEDL is unable to substantiate full compliance with provisions of this Agreement, the Authority may suspend the contract pending corrective actions or investigation, effective not less than seven (7) days following written notification to CEDL or its authorized representative. The suspension will remain in full force and effect until CEDL has taken corrective action to the satisfaction of the Authority and is able to substantiate its full compliance with the terms and conditions of this contract. No obligations incurred by CEDL or its authorized representative during the period of suspension will be allowable under the contract except:

(i) Reasonable, property and otherwise allowable costs which CEDL could not avoid during the period of suspension;

(ii) If upon investigation, CEDL is able to substantiate complete compliance with the terms and conditions of this Agreement, otherwise allowable costs incurred during the period of suspension will be allowed; and

(iii) In the event all or any portion of the work prepared or partially prepared by CEDL is suspended, abandoned or otherwise terminated, the Authority shall pay CEDL for work performed to the satisfaction of the Authority, in accordance with the percentage of the work completed.

b. *Termination for Cause.* If CEDL fails to comply with the terms and conditions of this Agreement and any of the following conditions exists:

(i) The lack of compliance with the provisions of this Agreement is of such scope and nature that the Authority deems continuation of the Agreement to be substantially detrimental to the interests of the Authority;

(ii) CEDL has failed to take satisfactory action as directed by the Authority or its authorized representative within the time period specified by same;

(iii) CEDL has failed within the time specified by the Authority or its authorized representative to satisfactorily substantiate its compliance with the terms and conditions of this Agreement; then,

the Authority may terminate this Agreement in whole or in part, and thereupon shall notify CEDL of termination, the reasons therefore, and the effective date, provided such effective date shall not be prior to notification of CEDL. After this effective date, no charges incurred under any terminated portions of the Scope of Work are allowable.

c. *Termination for Other Grounds.* This Agreement may also be terminated in whole or in part:

(i) By the Authority, with the consent of CEDL, or by CEDL with the consent of the Authority, in which case the two parties shall devise, by mutual agreement, the conditions of termination, including effective date and, in case of termination in part, that portion to be terminated;

(ii) If the funds allocated by the Authority via this Agreement are from anticipated sources of revenue, and if the anticipated sources of revenue do not become available for use in purchasing said services;

(iii) In the event the Authority fails to pay CEDL promptly or within sixty (60) days after invoices are rendered, the Authority agrees that CEDL shall have the right to consider said default a breach of this Agreement and the duties of CEDL under this agreement terminated. In such event, the Authority shall then

promptly pay CEDL for all services performed and all allowable expenses incurred; and

(iv) The Authority may terminate this contract at any time giving at least ten (10) days' notice in writing to CEDL. If the Agreement is terminated for convenience of the Authority as provided herein, CEDL will be paid for time provided and expenses incurred up to the termination date.

6. Title VI of the Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, creed, religion, sex or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

7. Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, creed, religion, sex or national origin be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

8. Age Discrimination Act of 1975, as Amended. No person shall be excluded from participation, denied program benefits, or subjected to discrimination on the basis of age under any program or activity receiving federal funding assistance. (42 U.S.C. § 610, *et seq.*)

9. Section 504 of the Rehabilitation Act of 1973, as Amended. No otherwise qualified individual shall, solely by reason or his or her disability, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving Federal funds. (29 U.S.C. § 794)

10. Public Law 101-336, Americans with Disabilities Act of 1990. Subject to the provisions of this title, no qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any such entity.

11. Equal Employment Opportunity. The parties hereto shall comply with Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

12. Executive Order 13658. Executive Order 13658 requires that the hourly minimum wage paid by contractors or subcontractors to workers performing on Federal contracts or 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 this Agreement or any subcontract thereunder, shall be at least \$10.10 per hour beginning January 1, 2015.

13. Interest of Board Members and Officers of the Authority. No member of the Board of Commissioners of the Authority and no other officer, employee, or agent of the Authority who exercises any functions or responsibilities in connection with the planning or carrying out of the project, shall have any personal financial interest, direct, or indirect, in this Agreement; and CEDL shall also take appropriate steps to assure compliance.

14. Interest of Other Public Officials. No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning or carrying out of the project, shall have any personal financial interest, direct or indirect, in this contract; and CEDL shall take appropriate steps to assure compliance.

15. Interest of CEDL and Employees. CEDL and its employees presently have no personal financial interest and shall not voluntarily acquire any personal financial interest, direct or indirect, which would conflict with the performance of its services hereunder.

16. Audits and Inspections. The Authority, City, and HUD or their delegates shall have the right to review and monitor the financial and other components of the work and services provided and undertaken as part of the CDBG project and this Agreement, by whatever legal and reasonable means are deemed expedient by the Authority, City, and HUD.

IN WITNESS WHEREOF, the parties hereto set their hands this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

(SIGNATURE PAGE FOLLOWS)

**OKLAHOMA CITY URBAN  
RENEWAL AUTHORITY**

**CENTER FOR ECONOMIC  
DEVELOPMENT LAW, PLLC**

By: \_\_\_\_\_  
J. Larry Nichols, Chairman

By: \_\_\_\_\_  
Leslie V. Batchelor, President

ATTEST:

\_\_\_\_\_  
Mark Beffort, Secretary

## EXHIBIT A

### SCOPE OF SERVICES FOR FISCAL YEAR 2020-2021 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

The following is an outline of the services to be provided by the Center for Economic Development Law, PLLC on behalf of the Oklahoma City Urban Renewal Authority (“Authority”), pursuant to the Community Development Block Grant Services Agreement for fiscal year 2020-2021, and consistent with the terms of the Community Development Block Grant (CDBG) Operating Agreement for fiscal year 2020-2021 between the Oklahoma City Urban Renewal Authority and The City of Oklahoma City (“City”).

The services and projects below related to the Community Development Program as described in the Operating Agreement may be eligible for reimbursement pursuant to the terms of the Operating Agreement and the budget provided for therein.

The responsibility of General Counsel for the Authority is to provide legal services at minimum cost and maximum effectiveness in order to achieve the following objectives:

1. Compliance with applicable laws and regulations.
2. Preparation of agreements and legal documents necessary and appropriate for execution of project activities.
3. Development of forms and procedures to assist in the administration of Authority activities and minimize the necessity or extent for legal review.
4. Representation of the Authority in court and administrative proceedings and public hearings.
5. Response to inquiries from members of the Board and staff of the Authority with respect to Authority matters.
6. Anticipation and avoidance of legal issues and litigation rather than correction, remedial action, and litigation after events have occurred.

The effective provision of services as General Counsel requires an understanding of proposed projects, activities, and actions in order to maximize the achievement of objectives and minimize the time and costs necessary to achieve those objectives. Accordingly, close coordination and communication shall occur in advance of proposed projects, activities, and actions. Furthermore, particular services to be rendered fall generally within one of two categories: (a) general responsibilities to the Authority and Board as General Counsel; and (b) specific responsibilities assigned by the Authority in connection with specific projects.

#### *General Responsibilities*

- (a) General legal oversight of Authority activities regarding compliance with applicable laws, regulations, and Board authorizations, including supervision of legal work assigned to others.
- (b) Monitoring, advising, and recommending legislative actions that affect the Authority’s goals and effectiveness.
- (c) Identification of legal issues in project implementation.

*Specifically Assigned Responsibilities*

In accordance with this Agreement, legal services shall be undertaken if expressly assigned by either the Executive Director or the Board of Commissioners in connection with the following:

- (a) Preparation of legal documents for adoption or amendment of project plans and urban renewal plans.
- (b) Legal services for acquisitions of property, including through eminent domain and title clearance.
- (c) Drafting of redevelopment agreements and other contracts, and negotiation of same if expressly requested by the Executive Director.
- (d) Creation of legal and financial structures for project endeavors and Authority objectives.
- (e) Filing of legal actions.
- (f) Such other appropriate activities as may be assigned by the Board or the Executive Director from time to time.

*Compensation*

General Counsel, Associate General Counsel, and the Center for Economic Development Law shall be compensated at the rates contained on the schedule of fees below, and the Authority shall reimburse actual and reasonable expenses incurred. Billings shall be provided monthly and shall contain a general description of the services provided by each providing person.

**Schedule of Fees:**

<u>Position</u>	<u>Hourly Rate</u>
General Counsel	\$ 275.00
Associate General Counsel	\$ 250.00
Principals	\$ 225.00
Associates	\$ 200.00
Financial Analyst/Planner	\$ 125.00
Senior Legal Assistant	\$ 95.00
Legal Intern	\$ 85.00
Legal Assistant	\$ 55.00
Secretarial	\$ 45.00

Oklahoma City Urban Renewal Authority  
Combining Balance Sheet and  
Statement of Revenues, Expenditures and Changes in Fund Balance  
as of and for the Month Ending August 31, 2020

	<u>Closeout</u>		<u>Core to</u>		<u>Harrison-</u>			<u>Bass Pro</u>		<u>Budget</u>
	<u>Project</u>	<u>Revolving</u>	<u>Shore</u>	<u>SEP II</u>	<u>Walnut</u>	<u>Nonfederal</u>		<u>Shop</u>	<u>Total</u>	<u>2020-21</u>
	<u>Fund</u>	<u>Fund</u>	<u>Buffer</u>	<u>Fund</u>	<u>Other Fund</u>	<u>Fund</u>	<u>OCRC</u>	<u>Fund</u>		
<b>Assets</b>										
Cash	724,872	116,149	768,482	-	-	758,637	185,633	639,375	3,193,149	
Investments	986,000	-	-	-	-	245,000	-	-	1,231,000	
Accounts Receivable	-	16,137	-	-	-	-	-	-	16,137	
Due from Other Governmental Entities	-	37,788	-	-	-	401,295	-	-	439,083	
Due from (to) Other Funds	254,121	(170,034)	(62,315)	3,235	(77,440)	-	-	52,434	-	
<b>Total Assets</b>	<b>1,964,993</b>	<b>40</b>	<b>706,167</b>	<b>3,235</b>	<b>(77,440)</b>	<b>1,404,932</b>	<b>185,633</b>	<b>691,809</b>	<b>4,879,369</b>	
<b>Liabilities and Fund Balances</b>										
Accounts Payable	-	40	-	-	-	-	-	-	40	
Deposits	900	-	25,000	-	-	-	-	-	25,900	
<b>Total Liabilities</b>	<b>900</b>	<b>40</b>	<b>25,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>25,940</b>	
<b>Total Fund Balances</b>	<b>1,964,093</b>	<b>-</b>	<b>681,167</b>	<b>3,235</b>	<b>(77,440)</b>	<b>1,404,932</b>	<b>185,633</b>	<b>691,809</b>	<b>4,853,429</b>	
<b>Total Liabilities and Fund Balances</b>	<b>1,964,993</b>	<b>40</b>	<b>706,167</b>	<b>3,235</b>	<b>(77,440)</b>	<b>1,404,932</b>	<b>185,633</b>	<b>691,809</b>	<b>4,879,369</b>	
<b>Revenues</b>										
Grant Revenues - CDBG	-	-	-	-	-	-	-	-	-	1,400,000
Grant Revenues - Other	-	-	-	-	-	-	-	-	-	-
Lease Revenues	450	-	-	5,543	-	-	-	104,867	110,861	655,000
Real Estate Sales	265,304	-	-	-	-	-	-	-	265,304	4,950,000
Interest	5,656	-	13	-	-	4,229	11	-	9,909	40,000
Other	177	-	-	-	-	-	-	-	177	-
<b>Total Revenues</b>	<b>271,587</b>	<b>-</b>	<b>13</b>	<b>5,543</b>	<b>-</b>	<b>4,229</b>	<b>11</b>	<b>104,867</b>	<b>386,251</b>	<b>7,045,000</b>
<b>Expenditures</b>										
General and Administrative	95,143	-	28,683	2,309	14,380	-	-	24,210	164,725	1,000,000
Real Estate Acquisition	1,426	-	-	-	-	-	-	-	1,426	150,000
Real Estate Disposition	186,893	-	-	-	3,200	-	-	-	190,093	300,000
Site Clearance/Improvements	-	-	-	-	-	-	-	-	-	400,000
Legal	10,000	-	8,695	-	1,730	-	-	1,675	22,100	300,000
Other Professional	520	-	828	-	-	12,500	-	-	13,848	200,000
Property Management	45,918	-	353	-	30,979	-	-	40,641	117,891	450,000
Payments to the City of OKC	-	-	-	-	-	-	-	-	-	300,000
Other	16,417	-	-	-	27,151	-	-	-	43,568	60,000
<b>Total Expenditures</b>	<b>356,317</b>	<b>-</b>	<b>38,558</b>	<b>2,309</b>	<b>77,440</b>	<b>12,500</b>	<b>-</b>	<b>66,527</b>	<b>553,651</b>	<b>3,160,000</b>
<b>Changes in Fund Balance</b>	<b>(84,730)</b>	<b>-</b>	<b>(38,545)</b>	<b>3,235</b>	<b>(77,440)</b>	<b>(8,271)</b>	<b>11</b>	<b>38,341</b>	<b>(167,400)</b>	<b>3,885,000</b>
Fund Balance, Beginning of Year	2,048,823	-	719,712	-	-	1,413,204	185,622	653,468	5,020,829	
Fund Balance, Current	1,964,093	-	681,167	3,235	(77,440)	1,404,932	185,633	691,809	4,853,429	

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 August 31, 2020

	<u>Closeout</u> <u>Project</u> <u>Fund</u>	<u>Revolving</u> <u>Fund</u>	<u>Core to Shore</u> <u>Buffer</u>	<u>SEP II</u> <u>Fund</u>	<u>Harrison-</u> <u>Walnut</u> <u>Other Fund</u>	<u>Nonfederal</u> <u>Fund</u>	<u>OCRC</u>	<u>Bass Pro</u> <u>Shop</u> <u>Fund</u>	<u>Total</u>
<b>Assets</b>									
Cash	724,872	116,149	768,482	-	-	758,637	185,633	639,375	3,193,149
Investments	986,000	-	-	-	-	245,000	-	-	1,231,000
Accounts Receivable	-	16,137	-	-	-	-	-	-	16,137
Due from Other Governmental Entities	-	37,788	-	-	-	401,295	-	-	439,083
Due from (to) Other Funds	254,121	(170,034)	(62,315)	3,235	(77,440)	-	-	52,434	-
<b>Total Assets</b>	<b>1,964,993</b>	<b>40</b>	<b>706,167</b>	<b>3,235</b>	<b>(77,440)</b>	<b>1,404,932</b>	<b>185,633</b>	<b>691,809</b>	<b>4,879,369</b>
<b>Liabilities and Fund Balances</b>									
Accounts Payable	-	40	-	-	-	-	-	-	40
Deposits	900	-	25,000	-	-	-	-	-	25,900
<b>Total Liabilities</b>	<b>900</b>	<b>40</b>	<b>25,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>25,940</b>
<b>Total Fund Balances</b>	<b>1,964,093</b>	<b>-</b>	<b>681,167</b>	<b>3,235</b>	<b>(77,440)</b>	<b>1,404,932</b>	<b>185,633</b>	<b>691,809</b>	<b>4,853,429</b>
<b>Total Liabilities and Fund Balances</b>	<b>1,964,993</b>	<b>40</b>	<b>706,167</b>	<b>3,235</b>	<b>(77,440)</b>	<b>1,404,932</b>	<b>185,633</b>	<b>691,809</b>	<b>4,879,369</b>
<b>Revenues</b>									
Grant Revenues - CDBG	-	-	-	-	-	-	-	-	-
Grant Revenues - Other	-	-	-	-	-	-	-	-	-
Lease Revenues	225	-	-	5,543	-	-	-	104,867	110,636
Real Estate Sales	125,000	-	-	-	-	-	-	-	125,000
Interest	-	-	6	-	-	-	6	-	12
Other	77	-	-	-	-	-	-	-	77
<b>Total Revenues</b>	<b>125,302</b>	<b>-</b>	<b>6</b>	<b>5,543</b>	<b>-</b>	<b>-</b>	<b>6</b>	<b>104,867</b>	<b>235,725</b>
<b>Expenditures</b>									
General and Administrative	50,068	-	13,748	1,143	5,571	-	-	24,210	94,741
Real Estate Acquisition	1,426	-	-	-	-	-	-	-	1,426
Real Estate Disposition	31,359	-	-	-	3,200	-	-	-	34,559
Site Clearance/Improvements	-	-	-	-	-	-	-	-	-
Legal	-	-	4,645	-	-	-	-	-	4,645
Other Professional	-	-	828	-	-	-	-	-	828
Property Management	28,344	-	353	-	19,190	-	-	24,961	72,848
Payments to the City of OKC	-	-	-	-	-	-	-	-	-
Other	16,417	-	-	-	27,151	-	-	-	43,568
<b>Total Expenditures</b>	<b>127,615</b>	<b>-</b>	<b>19,574</b>	<b>1,143</b>	<b>55,111</b>	<b>-</b>	<b>-</b>	<b>49,171</b>	<b>252,614</b>
<b>Changes in Fund Balance</b>	<b>(2,313)</b>	<b>-</b>	<b>(19,568)</b>	<b>4,401</b>	<b>(55,111)</b>	<b>-</b>	<b>6</b>	<b>55,696</b>	<b>(16,889)</b>
Fund Balance, Beginning of Period	1,966,406	-	700,735	(1,166)	(22,329)	1,404,932	185,627	636,113	4,870,318
Fund Balance, Current	1,964,093	-	681,167	3,235	(77,440)	1,404,932	185,633	691,809	4,853,429

Oklahoma City Urban Renewal Authority  
Schedule of Investments  
August 31, 2020

<u>Investments</u>	<u>Interest</u> <u>Rate</u>	<u>Maturity</u> <u>Date</u>	<u>Settlement</u> <u>Date</u>	<u>Amount</u>
Barclay's Bank Delaware CD	2.90%	10/13/20	10/10/18	247,000
Morgan Stanley Bank NA CD	2.45%	01/25/21	01/25/18	247,000
American Express Bank FSB CD	2.25%	05/24/21	05/24/17	247,000
Ally Bank CD	1.70%	01/31/22	01/30/20	245,000
BMW Bank North America CD	3.00%	07/13/21	07/13/18	245,000
<b>Total Investments</b>	<b>2.46%</b>			<b>1,231,000</b>



**OKLAHOMA CITY**

**URBAN**

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**RENEWAL**

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**AUTHORITY**

**FIFTY-NINTH ANNUAL REPORT  
FY 2019-2020**

**OKLAHOMA CITY URBAN RENEWAL AUTHORITY**  
**FIFTY-NINTH ANNUAL REPORT**  
For the year ending June 30, 2020

## Table of Contents

Central Business District Urban Renewal Area .....	4
700 West.....	4
BancFirst Tower Plaza.....	5
NW 4th Street and EK Gaylord Boulevard (Alley’s End).....	6
The Civic .....	7
Core-to-Shore Urban Renewal Area .....	8
Boulevard Place.....	8
Fairfield Inn & Suites by Marriott.....	9
Oklahoma Humane Society .....	10
Omni Hotel .....	11
Structured Parking Garage.....	12
Thunder Alley.....	13
V70E – 800 S Broadway & BSNF Railroad .....	14
V-77 W Arena Parcel.....	15
Harrison-Walnut Urban Renewal Area .....	16
Flatiron Phase II.....	16
Lyons/Luster Mansion Acquisition.....	17
LEVEL East.....	18
Page Woodson Phase III .....	19
The Hill at Bricktown .....	20
John F. Kennedy Urban Renewal Area.....	21
RFP for Prospective Homeowner.....	21
RFP for Builders and Real Estate Developers.....	21
1234 NE 8th Street.....	22
AE Silva Properties.....	23
Cathy Menefee.....	24
CG Properties.....	25
Epiphany Investments.....	26
Eric Schmid and Jessica Cunningham.....	27

Ground Root Development.....	28
Jefferson Park Neighbors Association .....	29
Kimberly Simms.....	30
LaJuana Deline Duplex.....	31
Monarch Properties – Phase II .....	32
Monarch Properties –Phase III.....	33
NE16 Development, LLC .....	34
NE 23rd Street and Fonshill Avenue.....	35
NE 23 <sup>rd</sup> Street and Kelham Avenue .....	36
NE 23rd Street and Prospect Avenue.....	37
Neighborhood Housing Services of Oklahoma City Inc. ....	38
Progress OKC Euclid Homes.....	39
Progress OKC Mu’Min Homes.....	40
Sier Family .....	41
Two Structures, LLC .....	42
Northeast Renaissance Urban Renewal Area .....	43
RFP for Prospective Homeowners .....	43
RFP for Builders and Real Estate Developers.....	43
Marcus Garvey/Harmony Senior Housing .....	44
NE 23rd Street and N Glen Ellyn Street.....	45
South of Freedom Center .....	46
OCURA Fund Financials 2019-2020.....	47

# Central Business District Urban Renewal Area

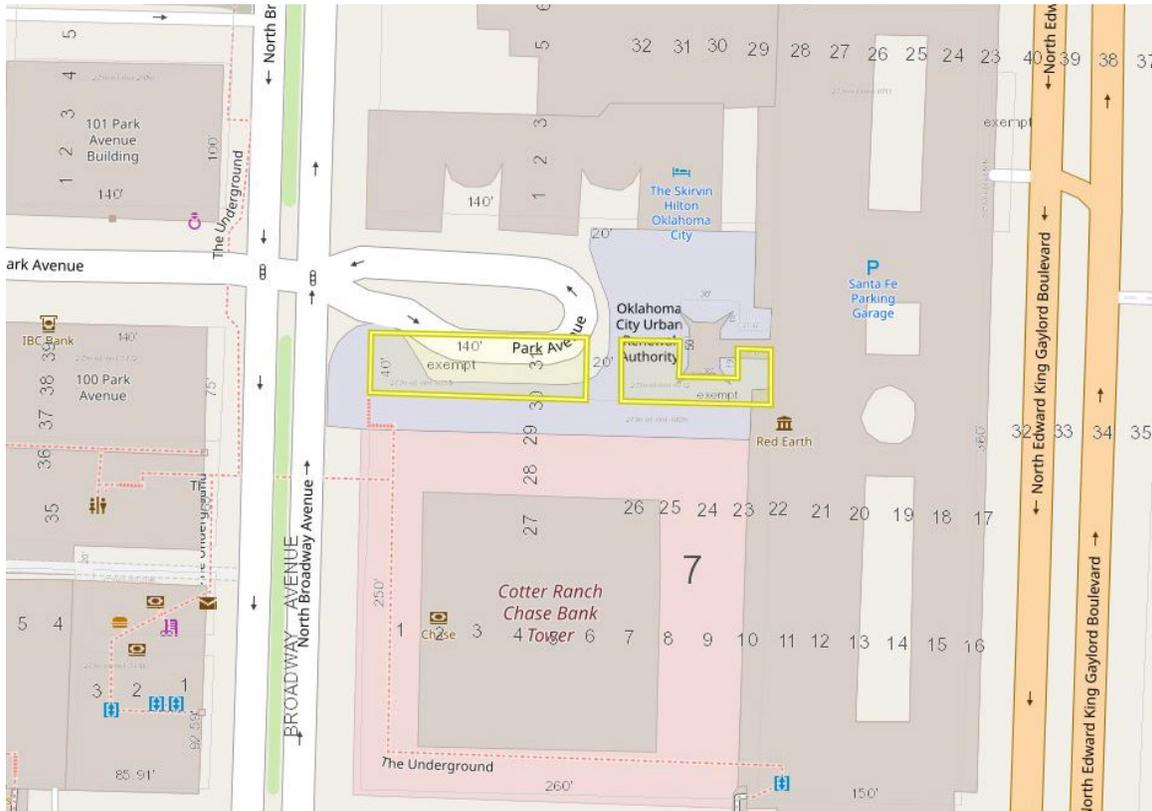
## 700 West

<b>Developer</b>	Colony Partners, Inc
<b>Location</b>	Southeast corner of NW 4th Street and N Shartel Avenue
<b>Project Budget</b>	\$52,000,000
<b>Public Funding</b>	\$2,155,00 in TIF and \$2,000,000 in Oklahoma City Affordable Housing Funds
<b>RDA</b>	February 2020
<b>Commenced</b>	Expected September 2020
<b>Completed</b>	Expected December 2022
<b>Uses</b>	Mixed-use rental housing
<b>Description</b>	OCURA entered into a redevelopment agreement with Colony Partners for a 2.5-acre site located on the southeast corner of Shartel Avenue and NW 4th Street. Colony Partners submitted a proposal for a five story, 300-unit residential building called 700 West. 24% of rental units will be made affordable for individuals making no more than 80% AMI for 25 years. The project will include a 3-story parking garage, 2,997 square feet of retail/commercial space, an athletic center, bike storage, playground area, dog area, BBQ stations, a pool and outdoor lounge.



## BancFirst Tower Plaza

<b>Developer</b>	BFTower, LLC
<b>Location</b>	N Broadway Ave between Skirvin Hotel and BancFirst Tower
<b>Project Budget</b>	N/A
<b>Public Funding</b>	N/A
<b>RDA</b>	July 2020
<b>Commenced</b>	September 2019
<b>Completed</b>	Expected Spring 2021
<b>Uses</b>	Public plaza and open space
<b>Description</b>	The OCURA board agreed to sell an undevelopable parcel of land between the Skirvin Hotel and the new BancFirst Tower (formerly Cotter Tower) for hardscape, lighting and landscape improvements. This disposition will facilitate the \$63,000,000 renovation of the BancFirst Tower by rehabilitating a public plaza and open space between the two historic Oklahoma City skyscrapers. The BancFirst Tower - redevelopment will leverage these OCURA parcels to spur downtown development and increase commercial occupancy.



## NW 4th Street and EK Gaylord Boulevard (Alley's End)

<b>Developer</b>	Rose Rock Development Partners
<b>Location</b>	Southeast Corner of NW 4th Street and N EK Gaylord Boulevard
<b>Project Budget</b>	\$68,000,000
<b>Public Funding</b>	Will seek state and federal tax credits and Oklahoma City Affordable Housing Funds
<b>RDA</b>	TBD
<b>Commenced</b>	Expected June 2021
<b>Completed</b>	Expected September 2022
<b>Uses</b>	Mixed-use rental housing and ground floor commercial retail
<b>Description</b>	In April 2020, OCURA named Rose Rock Development Partners the conditional developer for a tract of land located at the southeast corner of NW 4th Street and EK Gaylord Boulevard. The mixed-used development will be called Alley's End and is anticipated to include 278 housing units. 71% is proposed to be affordable for individuals making 60% of AMI or below. Alley's End will also include structured parking, 14,884 square feet of micro retail space, courtyards, a safe room, community space, and a performance plaza with public art.



## The Civic

<b>Developer</b>	Colony Partners, Inc.
<b>Location</b>	Northeastern corner of Couch Drive and Lee Avenue
<b>Project Cost</b>	\$7,300,000
<b>Public Funding</b>	\$350,000 in TIF
<b>RDA</b>	July 2014
<b>Commenced</b>	August 2015
<b>Completed</b>	October 2016 (other than sales)
<b>Uses</b>	For-sale attached residential
<b>Description</b>	Colony Partners built 34 for-sale units in the heart of Oklahoma City's downtown. Completed in October 2016, the project included 20 one-bedroom units, 8 two-bedroom units, and 6 two-bedroom/2-story units. The project still has 5 units remaining for sale, one of those units is under contract.



# Core-to-Shore Urban Renewal Area

## Boulevard Place

<b>Developer</b>	Rose Rock Development Partners
<b>Location</b>	Southwest corner of Oklahoma City Boulevard and S Shields Boulevard
<b>Project Cost</b>	Anticipated \$53,000,000
<b>Public Funding</b>	TIF request anticipated
<b>RDA</b>	Expected July 2020
<b>Commenced</b>	Expected May 2021
<b>Completed</b>	Expected May 2023
<b>Uses</b>	Mixed-use residential and commercial project
<b>Description</b>	OCURA has named Rose Rock Development Partners as the developers of the parcel on the southwest corner of Oklahoma City Boulevard and Shields Boulevard and north of the convention center parking garage. Rose Rock has proposed a mixed-use project called Boulevard Place that will feature 250 apartments, including at least 36 affordable units to be offered at rent levels at or below the attainable rent level of 120% AMI until January 1, 2040, and retail space along the OKC Boulevard.



## Fairfield Inn & Suites by Marriott

<b>Developer</b>	OKCDT Enterprise, LLC
<b>Location</b>	Southwest corner of SW 4th Street and S Shields Blvd
<b>Project Cost</b>	N/A
<b>Public Funding</b>	N/A
<b>RDA</b>	November 2016
<b>Commenced</b>	January 2018
<b>Completed</b>	December 2019
<b>Uses</b>	133 room hotel
<b>Description</b>	In October 2016, the OCURA approved a contract for the sale of land and redevelopment of a property west of Shields Boulevard between SW 4th Street and SW 5th Street with OKCDT Enterprise, LLC. Construction of the hotel was completed in December of 2019 – the hotel is now fully operational. The Fairfield Inn has 133 suites in the Core-to-Shore Urban Renewal area that will help support the new convention center and development in the area.



## Oklahoma Humane Society

<b>Developer</b>	Oklahoma Humane Society
<b>Location</b>	Between S Walker Avenue and S Harvey Avenue between SW 10th Street and SW 11th Street
<b>Project Budget</b>	\$20,300,000
<b>Public Funding</b>	None
<b>RDA</b>	TBD
<b>Commenced</b>	Expected January 2021
<b>Completed</b>	Expected December 2021
<b>Uses</b>	Animal adoption campus
<b>Description</b>	In March 2019, OCURA designated the Oklahoma Humane Society as conditional developer for a block of land in SW Oklahoma City that will border the planned lower Scissortail Park. The project will create a new adoption center, animal care facilities, administrative office space, a community area, and retail space. The Humane Society plans to open the animal adoption center in 2022 to coincide with completion of the lower half of Scissortail Park. OCURA has been coordinating with the OK Human Society and the city on upgrading local infrastructure to accommodate the new development and future area improvements. OCURA has begun redevelopment agreement negotiations.



## Omni Hotel

<b>Developer</b>	Omni Hotels & Resorts
<b>Location</b>	Robinson Ave to Broadway Ave between SW 3rd Street and SW 4th Street
<b>Project Budget</b>	\$235,000,000
<b>Public Funding</b>	\$85,000,000 in various public incentives
<b>Jobs Created</b>	Estimated 2,455 local construction jobs and 674 local jobs
<b>RDA</b>	July 2017
<b>Commenced</b>	September 2018
<b>Completed</b>	Expected January 2021
<b>Uses</b>	17 story, 605 room AAA Four Diamond hotel adjacent to new Convention Center
<b>Description</b>	OCURA has been a lead facilitator in the development of the Omni Hotel and Core to Shore area. The project will consist of 605 hotel rooms, a pool, and amenities deck that overlooks the new Scissortail Park. It will also have several restaurants that are accessible to park patrons and the public. OCURA acquired the land, helped to facilitate public contributions, negotiated the deal, and coordinated the design review of the Omni Hotel. OCURA hired GSB architects to serve as project managers to coordinate the various construction and development projects in the area, including the Omni Hotel, the convention center, parking garage, Scissortail Park, and Boulevard Place. These coordination activities have helped to save time and money with the Omni Hotel and surrounding development projects. Exterior construction is nearly complete. The hotel is scheduled to open in January 2021.



## Structured Parking Garage

<b>Developer</b>	Central Oklahoma Transportation and Parking Authority (COPTA)
<b>Location</b>	Northwest corner of SW 4th Street and S Shields Boulevard
<b>Project Cost</b>	\$27,000,000
<b>Public Funding</b>	N/A
<b>RDA</b>	N/A
<b>Commenced</b>	August 2019
<b>Completed</b>	Expected October 2020
<b>Uses</b>	Parking garage
<b>Description</b>	OCURA helped facilitate the construction of a six-level parking structure on the southern portion of the former OG&E site. The public parking garage will be owned and operated by COPTA and serve the new OKC Convention Center, Scissortail Park, Omni Hotel, and other project development in the area. It will include an above grade bridge access from the parking garage to the 2nd level of the Convention Center. The garage is designed to provide 1,100 parking spaces total. Around 230 spaces will be reserved for the Omni Hotel and an anticipated additional 240 spaces reserved for the residents of Boulevard Place. The design shall provide for at grade pedestrian access to all surrounding streets. 3,000 square feet of administrative offices for COTPA will be located on the ground level.



## Thunder Alley

<b>Developers</b>	The Professional Basketball Club, LLC & Hogan Consulting, LLC
<b>Location</b>	Oklahoma City Boulevard between S Robinson Avenue and S Shields Boulevard
<b>Project Budget</b>	\$10,500,000
<b>Public Funding</b>	TBD
<b>RDA</b>	TBD
<b>Commenced</b>	Expected April 2021
<b>Completed</b>	Expected April 2022
<b>Uses</b>	OKC Thunder themed entertainment block
<b>Description</b>	OCURA has selected the Professional Basketball Club, LLC as the conditional developer for two sites located along the north side of the Oklahoma City Boulevard between Robinson Ave. and S. Shields Ave, adjacent to the Chesapeake Energy Arena. The proposed development will create an OKC Thunder themed entertainment block called Thunder Alley. The development will include a plaza with seating, a life-size basketball sculpture, and an indoor/outdoor restaurant. The east part of the site will serve as controlled surface level parking and will be redeveloped in Phase II.



## V70E – 800 S Broadway & BSNF Railroad

**Developer** Bhanumati, LLC

**Location** 800 S Broadway

**Project Budget** N/A

**Public Funding** N/A

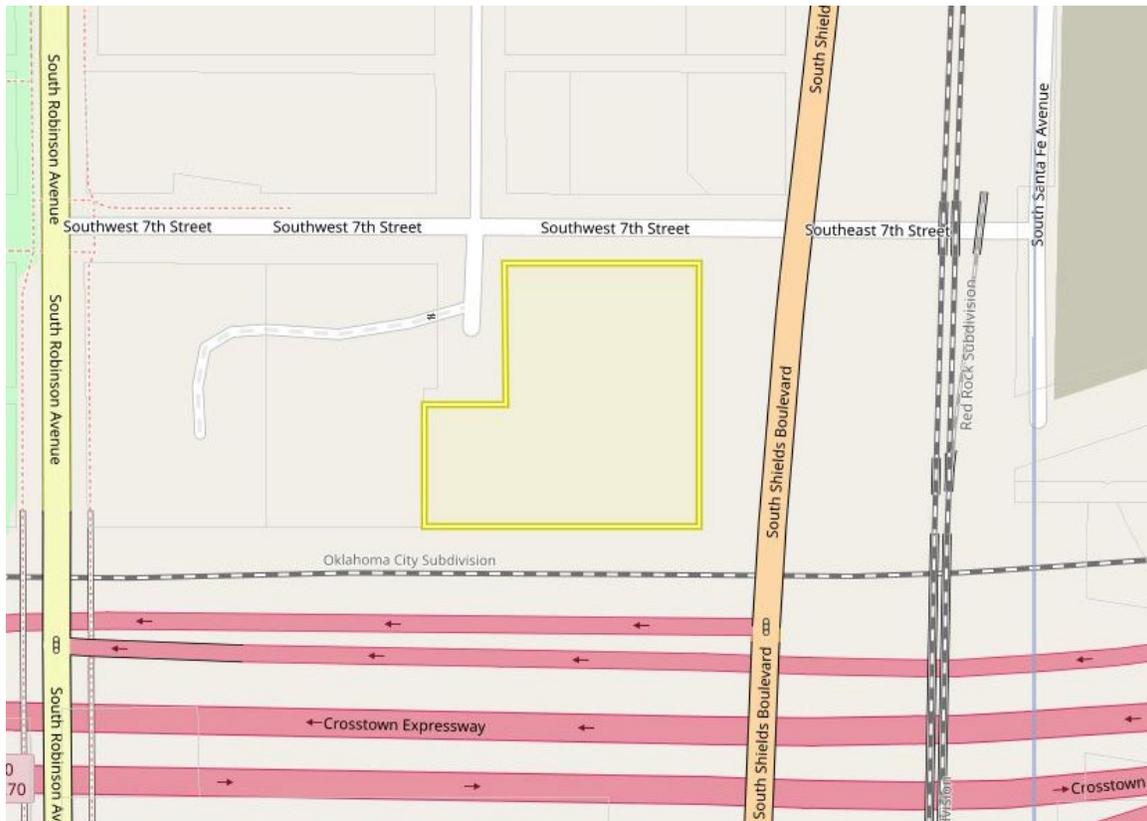
**RDA** N/A

**Commenced** N/A

**Completed** N/A

**Uses** TBD

**Description** OCURA has been working to acquire a 1.7-acre parcel of land located at the southeast corner of the intersection of SW 7th Street and S Broadway Ave. The site currently is owned by Bhanumati LLC, an Oklahoma Limited Liability Company. An 11,250 sq. ft. storage facility is located on the site. OCURA owns the parcel adjacent to the site. BNSF Railroad right-of-way also runs across the property. OCURA has received an offer from BNSF to purchase the right-of-way.



## V-77 W Arena Parcel

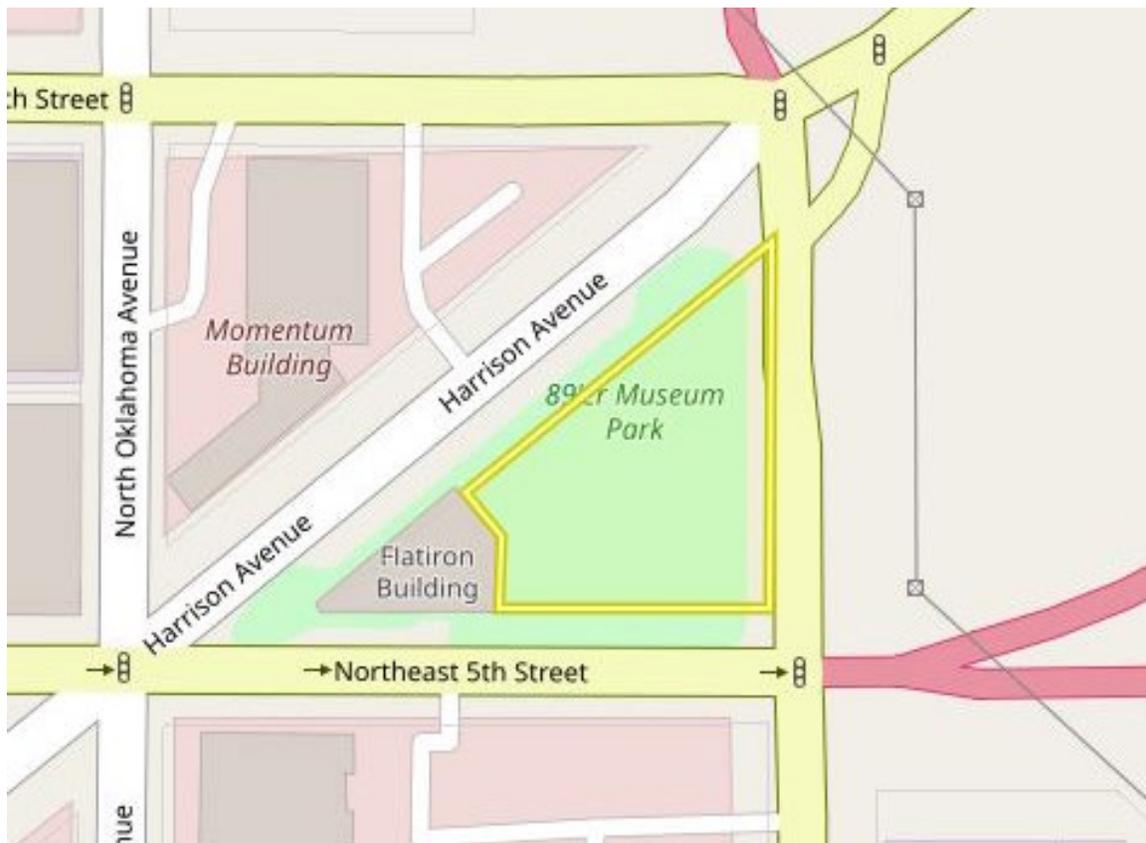
<b>Developer</b>	REHCO
<b>Location</b>	S Robinson Avenue between W Reno Avenue and SW 2nd Street
<b>Project Budget</b>	N/A
<b>Public Funding</b>	N/A
<b>RDA</b>	N/A
<b>Constructed</b>	N/A
<b>Completed</b>	N/A
<b>Uses</b>	Private development
<b>Description</b>	In June 2020, the OCURA board agreed to dispose of vacant land located at the Southwest corner of W Reno Avenue and S Robinson Avenue and entered into a Purchase and Sale Agreement with REHCO. REHCO owns the entire rest of the block and is planning a large mixed-used development. The western half of the parcel (0.42 acres) will be sold to REHCO for the fair market value of \$1,060,000, and the eastern half (0.09 acres), which sits underneath Robinson Boulevard, will be deeded back to the city.



# Harrison-Walnut Urban Renewal Area

## Flatiron Phase II

<b>Developer</b>	Ainsworth Company
<b>Location</b>	Intersection of Harrison Avenue and N Walnut Avenue
<b>Project Budget</b>	N/A
<b>Public Funding</b>	None
<b>RDA</b>	August 2014
<b>Commenced</b>	N/A
<b>Completed</b>	N/A
<b>Use</b>	Office space
<b>Description</b>	OCURA unsuccessfully worked with the developer on the project to create a 5 story, 65,000 sf of Class A office space with 3 levels of parking adjacent to the Flatiron building. OCURA will be canceling the redevelopment agreement and reissuing the request for proposals.



## Lyons/Luster Mansion Acquisition

**Developer** TBD

**Location** 300 NE 3rd Street

**Project Cost** TBD

**Public Funding** TBD

**RDA** N/A

**Commenced** N/A

**Completed** N/A

**Uses** TBD

**Description** In July 2019, OCURA acquired the historic mansion at 300 NE 3rd Street. The mansion was built in 1926 as the home of Mr. S.D. Lyons and his renowned East India toiletries company. The property passed to Mr. Lyon's stepson, Mr. Melvin Luster, and has remained in the Luster Family until acquisition by OCURA in June 2019. The residential structure is currently listed on the National Register of Historic Places. OCURA has applied for a planning grant from the National Trust for Historic Preservation for the Lyons/Luster Mansion. The planning grant will be used to determine the best uses for the two historic properties. OCURA plans to ensure the future use properly honors the history of Deep Deuce and Oklahoma City's African-American community.



## LEVEL East

<b>Developer</b>	City Center Development
<b>Location</b>	NE 3rd Street between N Walnut Avenue and N Central Avenue
<b>Project Budget</b>	\$21,300,000
<b>Public Funding</b>	TIF \$600,000
<b>RDA</b>	TBD
<b>Commenced</b>	Expected December 2020
<b>Completed</b>	Expected July 2022
<b>Uses</b>	Mixed-use rental housing and ground floor commercial retail
<b>Description</b>	In July 2019, OCURA issued a request for proposal and received one proposal from City Center Development. In February 2020, OCURA named City Center Development as the conditional developer for two parcels along NE 3rd Street between N Walnut Avenue and N Central Avenue. The new development, called LEVEL East, will make use of the two parcels from OCURA and an additional parcel owned by City Center Development. Level East will contain 127 rental units and 4,250 square feet of office, retail and restaurant usage. The development is adjacent to three other developments by City Center Development in the Deep Deuce neighborhood: Mosaic, LEVEL Apartments, and OKSea.



### Page Woodson Phase III

<b>Developer</b>	Colony Partners, Inc
<b>Location</b>	Southwest corner of NE 6th Street and N Kelley Avenue
<b>Project Cost</b>	\$10,000,000
<b>Public Funding</b>	Not to exceed \$710,000 in TIF and \$950,000 in Oklahoma City Affordable Housing funds
<b>RDA</b>	October 2015
<b>Commenced</b>	April 2019
<b>Completed</b>	Expected September 2020
<b>Uses</b>	Market rate and affordable rental housing
<b>Description</b>	Since 2014, OCURA has been working with Colony Partners on the rehabilitation of the Page Woodson school and the development of the surrounding area. Construction has begun on Phase III, to be known as New Page West, which will consist of 4 new buildings directly west and southwest of the historic Page Woodson/Douglass school. Phase III will contain 116 rental units, 82 at market rate, 8 for individuals with incomes of no more than 70% AMI, 26 for those with incomes up to 80% AMI. The units are built on land acquired from OCURA. Phase IV and V are upcoming.



## The Hill at Bricktown

<b>Developer</b>	The Hill at Bricktown, LLC
<b>Location</b>	220 Russell M Perry Avenue
<b>Project Cost</b>	+\$32,000,000
<b>Public Funding</b>	\$2,000,000 in TIF
<b>RDA</b>	June 2006
<b>Commenced</b>	November 2009
<b>Completed</b>	Expected 2021
<b>Uses</b>	For-sale townhomes
<b>Description</b>	Since 2006, OCURA has worked with The Hill at Bricktown, LLC on the development of townhomes in the historic Deep Deuce area. The Hill has completed 88 for-sale townhomes (Buildings 1, 2A, 2B, 3, 4, 5, 6, 7, 8, 12, and the town hall), and has planned approximately 66 additional units to complete the site. In 2020, OCURA approved an amended and restated redevelopment agreement with the developer for completion of the Hill at Bricktown development. OCURA also approved plans for the next building (building 11), which includes 7 additional townhomes. A revised appraisal conducted in February 2020 has placed the remaining price of the land at \$8.20 per square feet.



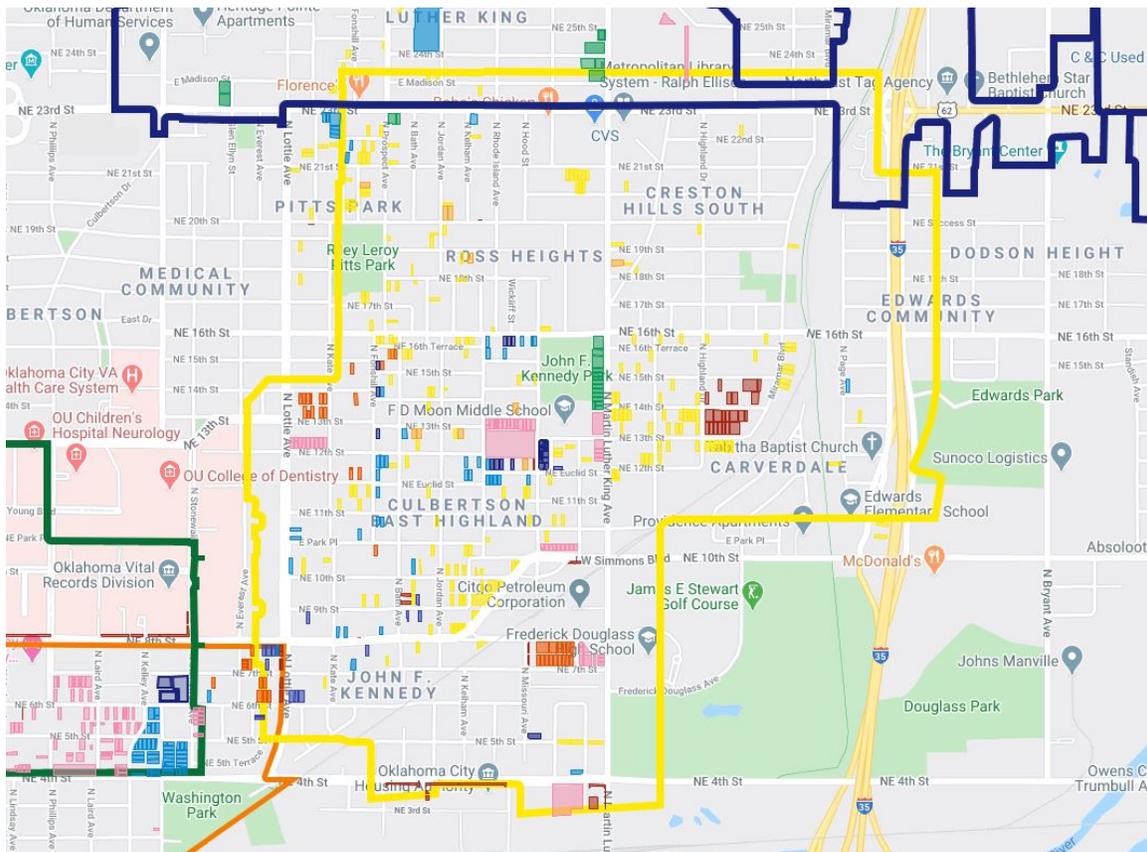
# John F. Kennedy Urban Renewal Area

## RFP for Prospective Homeowner

- Location** JFK Urban Renewal Area
- Authorized** June 2015
- Deadline** Open ended until further notice
- Information** OCURA issued a request for proposals from prospective homeowners wishing to purchase an OCURA owned lot for the construction of their home.
- Goal** OCURA 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
- Authorized** June 2015
- Deadline** Open ended until further notice
- Information** OCURA issued a request for proposals from qualified residential developers for the purchase and construction of single-family, owner occupied homes on OCURA owned lots.
- Goal** OCURA owns many vacant, scattered residential lots and is seeking to reestablish owner occupancy in the neighborhood with well designed, infill homes.



Copies of all OCURA RFP's and the current OCURA land inventory map can be found at [www.ocura-ok.org](http://www.ocura-ok.org)

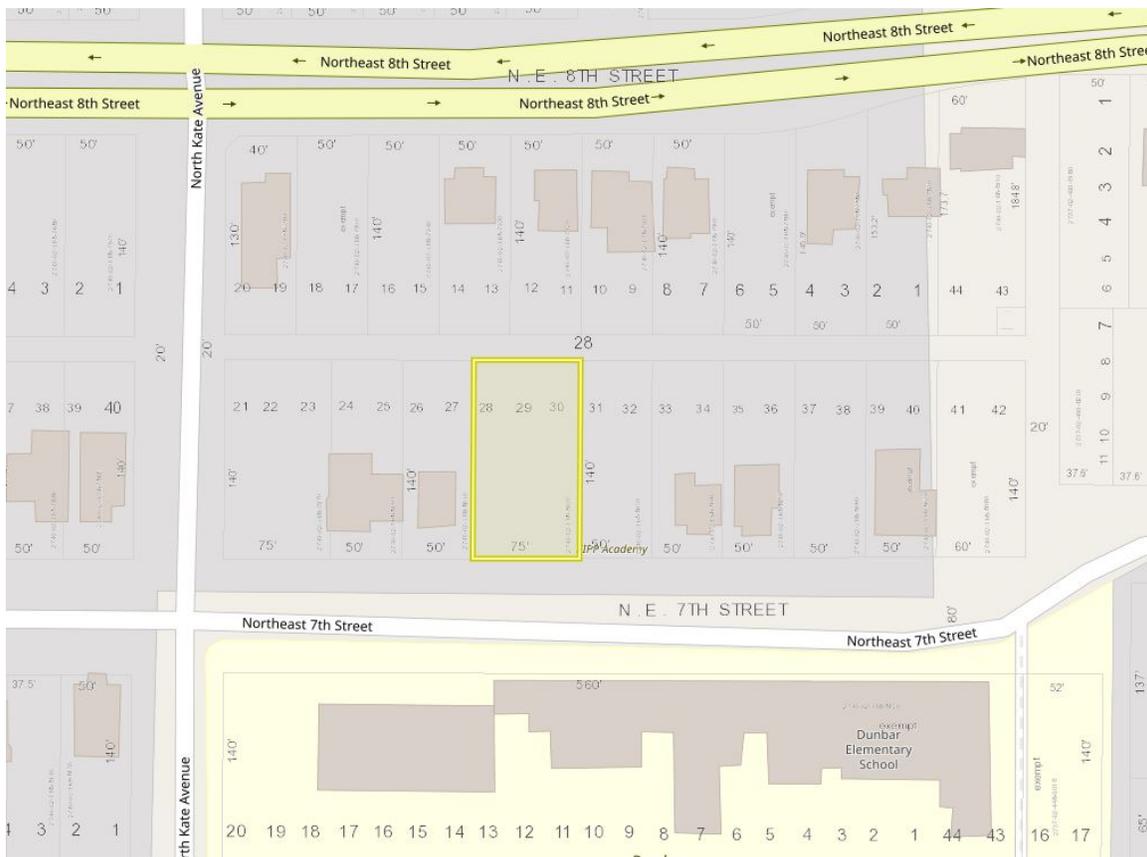
## 1234 NE 8th Street

<b>Developer</b>	Robin's Nest, LLC
<b>Location</b>	1234 NE 8th Street
<b>Project Budget</b>	TBD
<b>Public Funding</b>	None
<b>RDA</b>	May 2019
<b>Commenced</b>	August 2019
<b>Completed</b>	Expected August 2020
<b>Uses</b>	Single-family residential rehabilitation
<b>Description</b>	A private homeowner approached OCURA to see if there was any interest in purchasing the home built in 1905. OCURA determined that it had interest in rehabilitating the home to support additional projects just west of the home. In July 2018, OCURA purchased the property and issued a request for proposals to seek a buyer to rehabilitate this home. OCURA received one proposal from Robin's Nest Properties, LLC and entered into a redevelopment agreement. Robin's Nest Properties acquired the house in May 2019 and is in the process of renovating the home.



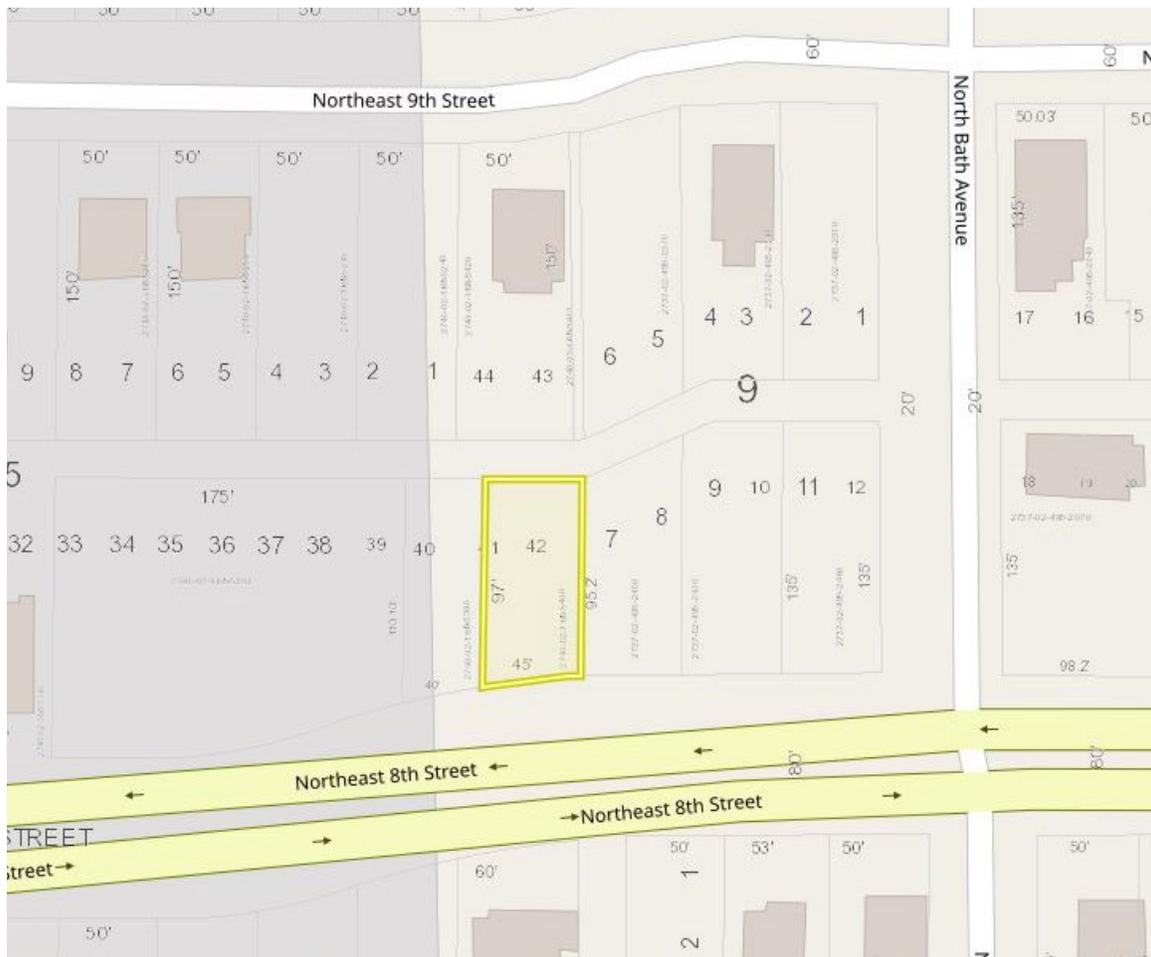
## AE Silva Properties

<b>Developer</b>	AE Silva Properties
<b>Location</b>	NE 7th Street across from Dunbar Commons
<b>Project Budget</b>	TBD
<b>Public Funding</b>	None
<b>RDA</b>	June 2020
<b>Commenced</b>	Expected August 2020
<b>Completed</b>	Expected July 2021
<b>Uses</b>	Residential duplex
<b>Description</b>	In June 2020, OCURA entered a redevelopment agreement with AE Silva Properties to develop a duplex on a large site across from the former Dunbar School on NE 7th Street.



## Cathy Menefee

<b>Developer</b>	Cathy Menefee
<b>Location</b>	NE 8th Street near the intersection of N Bath Avenue
<b>Project Budget</b>	TBD
<b>Public Funding</b>	None
<b>RDA</b>	November 2019
<b>Commenced</b>	TBD
<b>Completed</b>	TBD
<b>Uses</b>	Single-family residential
<b>Description</b>	In November 2019, OCURA entered a redevelopment agreement with Cathy Menefee to construct a single-family residential home on a lot on NE 8th Street between N Bath Avenue and N Kate Avenue. After signing the redevelopment agreement in November 2019, OCURA has been unable to get in contact with the developer, as a result OCURA issued a letter to cure. If the developer fails to cure, OCURA will cancel the redevelopment agreement.



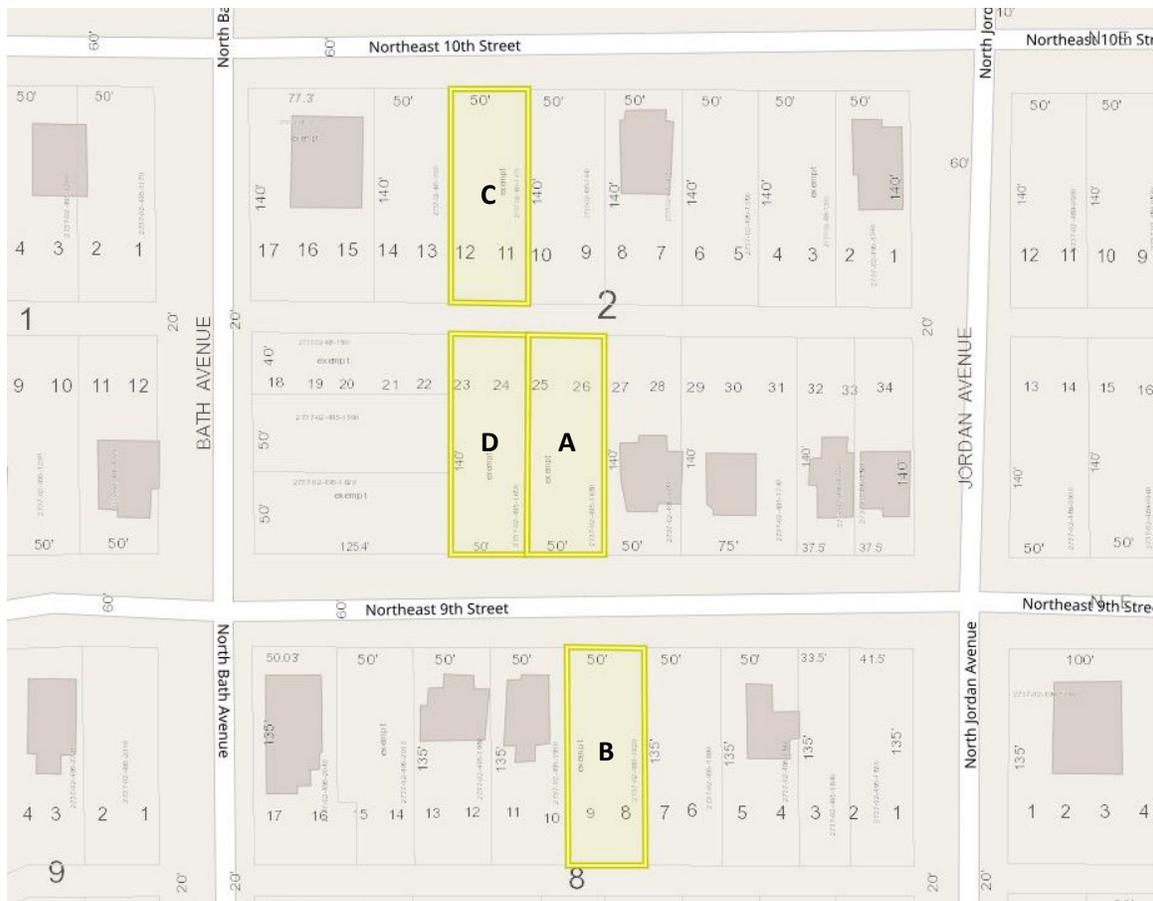
## CG Properties

**Developer** CG Properties LLC  
**Location** Along NE 12th Street near the intersection with N Kelham Avenue  
**Project Budget** TBD  
**Public Funding** None  
**RDA** February 2020  
**Commenced** Expected September 2020  
**Completed** Expected May 2021  
**Uses** Single-family residential  
**Description** In February 2020, OCURA signed a redevelopment agreement with CG Properties LLC for the construction of two single-family homes on sites located along NE 12th Street near the intersection with N Kelham Avenue. Construction is anticipated to start in late summer 2020 and be completed in spring 2021.



## Epiphany Investments

**Developer** Epiphany Investments, LLC  
**Location** Near the intersection of NE 9th Street and N Bath Avenue  
**Project Budget** N/A  
**Public Funding** None  
**RDA** May 2018  
**Commenced** October 2018  
**Completed** Parcel A & B—June 2020  
 New Parcel C & D—Canceled  
**Uses** Single-family residential  
**Description** In May 2018, OCURA entered into a redevelopment agreement with Epiphany Investment, LLC for four single-family residential lots near the intersection of NE 9th Street and N bath Avenue. Epiphany began construction on the first two lots (Parcels A & B) in October 2018 and completed the homes in June 2020. Development on the other two lots was considered not feasible due to lack of utilities. As a result, in June 2019, OCURA approved amendments to the redevelopment agreement for two parcels (Parcels C & D) that had full access to utilities. Upon completion of the first two homes, Epiphany Investments asked to cancel the redevelopment agreement for the remaining two lots (Parcels C & D) and OCURA agreed.



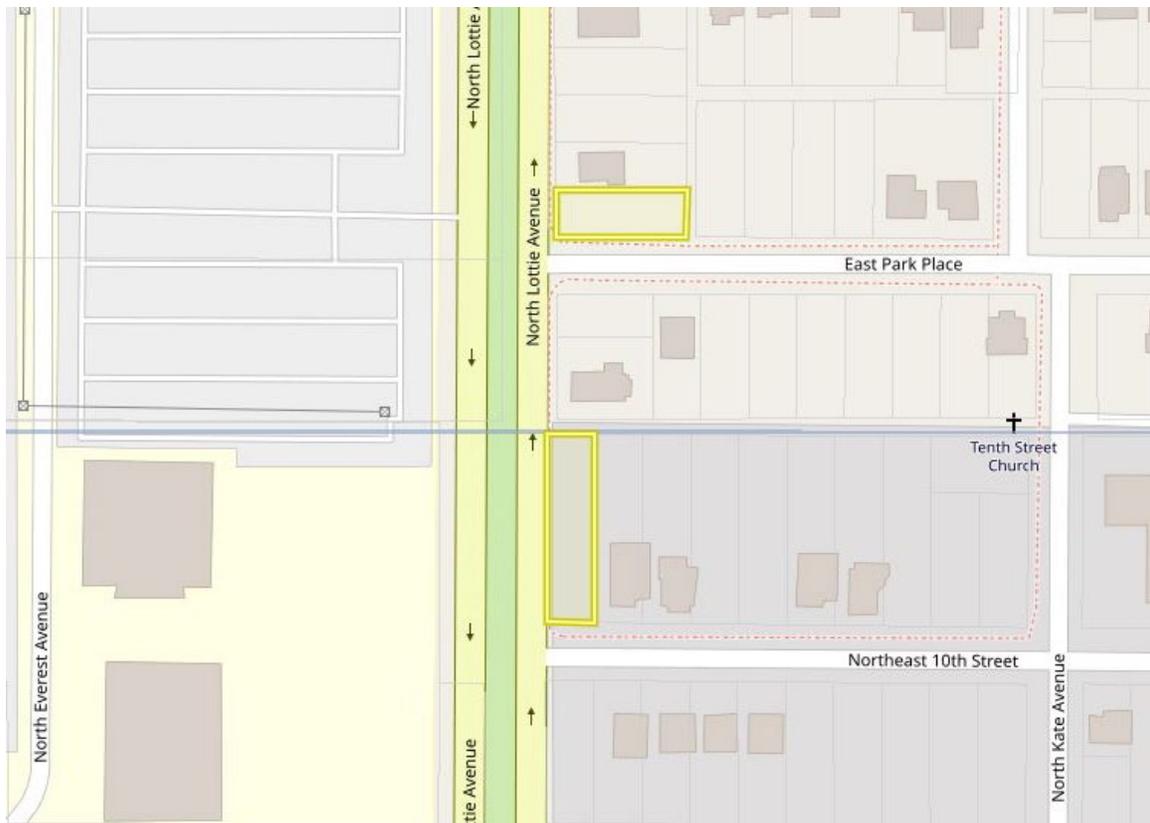
## Eric Schmid and Jessica Cunningham

<b>Developer</b>	Eric Schmid and Jessica Cunningham
<b>Location</b>	East of N Stonewall Avenue on NE 6th Street
<b>Project Budget</b>	N/A
<b>Public Funding</b>	None
<b>RDA</b>	May 2017
<b>Commenced</b>	June 2020
<b>Completed</b>	TBD
<b>Uses</b>	Single-family residential
<b>Description</b>	In May 2017, OCURA entered into a redevelopment agreement with Eric Schmid and Jessica Cunningham for a single-family residential parcel. OCURA worked with Oklahoma City's Brownfields program for a solution to unanticipated environmental issues on the site, as a result OCURA granted a project extension to the developer. The developer has been required to install a vapor mitigation barrier during construction of the home. The lot was purchased from OCURA in March 2020 to begin construction.



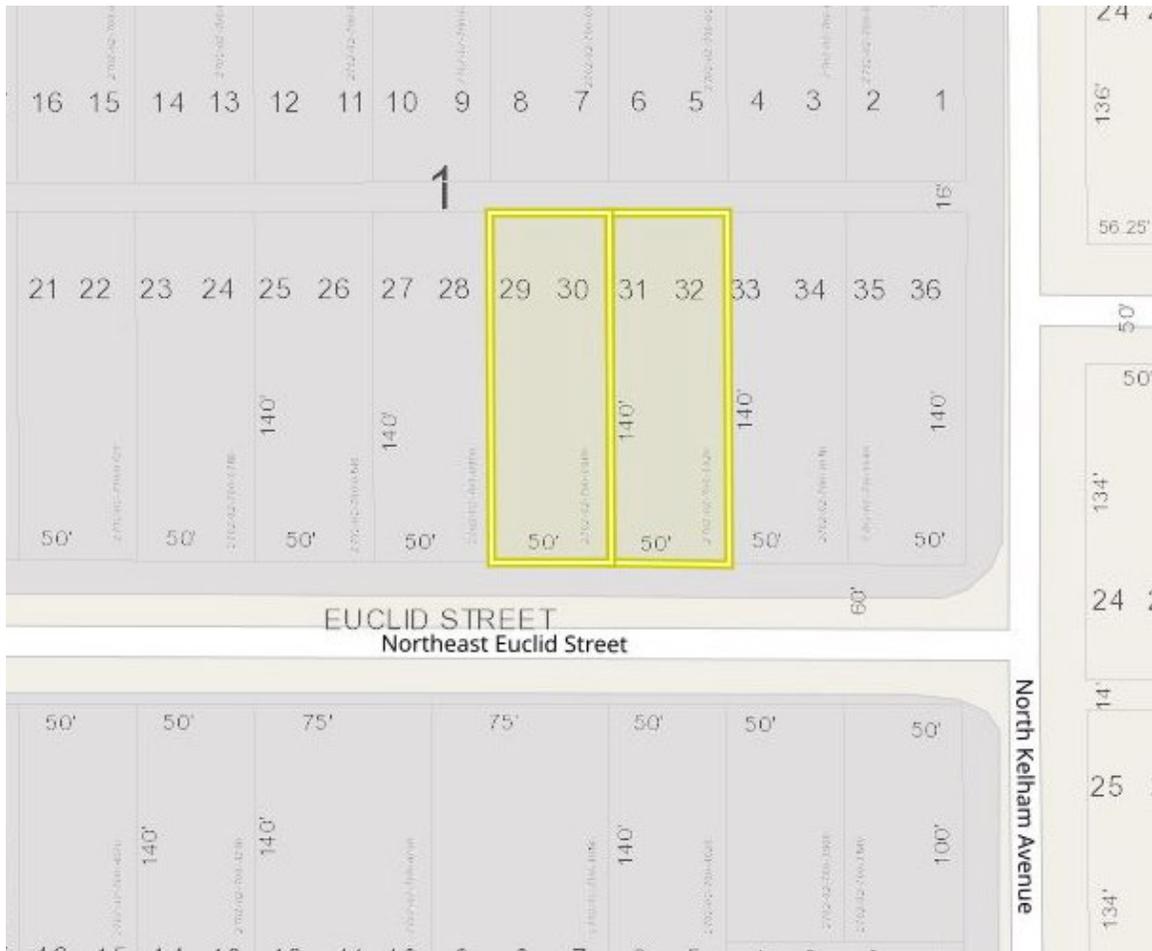
## Ground Root Development

<b>Developer</b>	Ground Root Development, LLC
<b>Location</b>	NE 10th and N Lottie Ave and East Park Place and N Lottie Avenue
<b>Project Budget</b>	TBD
<b>Public Funding</b>	None
<b>RDA</b>	NE 10th and Lottie—October 2017 E Park and Lottie—December 2017
<b>Commenced</b>	NE 10th and Lottie—TBD E Park and Lottie—January 2020
<b>Completed</b>	NE 10th and Lottie—TBD E Park and Lottie—Expected August 2020
<b>Uses</b>	Single-family residential
<b>Description</b>	In 2017, OCURA entered into two separate redevelopment agreements with Ground Root Development, LLC for two single-family residential lots. Ground Root Development started construction on the site at the corner of Lottie and E Park. It is expected to be complete in late August 2020. Ground Root Development is exploring rezoning the other lot at the corner of Lottie and NE 10th Street, to accommodate for three single-family homes.



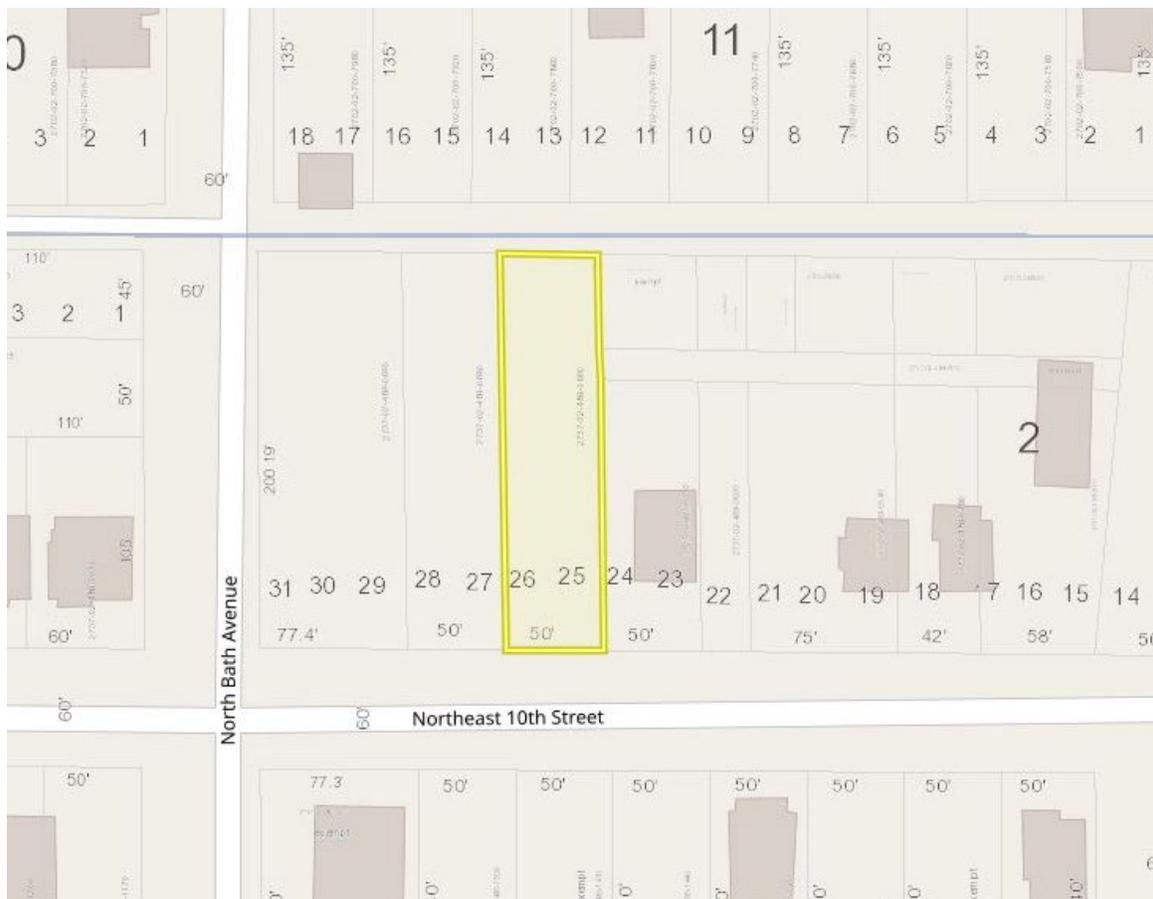
## Jefferson Park Neighbors Association

<b>Developer</b>	Jefferson Park Neighbors Association
<b>Location</b>	NE Euclid Street near the intersection of N Kelham Avenue
<b>Project Budget</b>	\$334,000
<b>Public Funding</b>	\$334,000 in HOME funds
<b>RDA</b>	February 2020
<b>Commenced</b>	June 2020
<b>Completed</b>	Expected April 2021
<b>Uses</b>	Single-family, affordable residential
<b>Description</b>	In February 2020, OCURA entered into a redevelopment agreement with Jefferson Park Neighbors Association (JPNA), a Community Housing Development Organization, to construct two adjacent single-family, affordable residential homes. In April 2020, JPNA closed on the property and the homes are under construction. HOME funds from the City of Oklahoma City are being utilized for construction, as a result the homes must be sold to income-qualified home buyers.



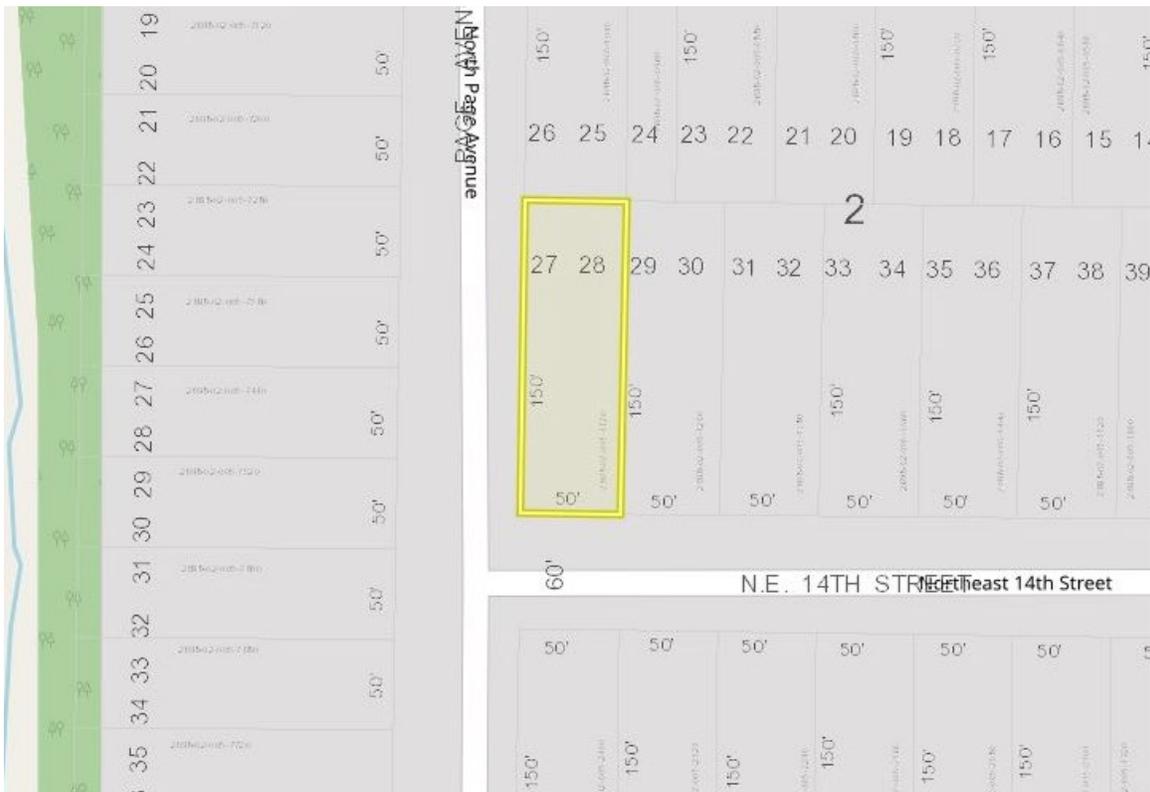
## Kimberly Simms

<b>Developer</b>	Kimberly Simms; Two Structures, LLC
<b>Location</b>	NE 10th Street near the intersection of N Bath Avenue
<b>Project Cost</b>	TBD
<b>Public Funding</b>	None
<b>RDA</b>	November 2019
<b>Commenced</b>	TBD
<b>Completed</b>	Expected March 2021
<b>Uses</b>	Single-family residential
<b>Description</b>	In November 2019, OCURA entered into a redevelopment agreement with Ms. Simms to construct a single-family, owner-occupied home. To help navigate the development process, Ms. Simms partnered with Two Structures, LLC. OCURA has been working with Ms. Simms and Two Structures to design a house that meets her desired tastes and conforms to the existing architectural pattern in the surrounding neighborhood.



## LaJuana Deline Duplex

<b>Developer</b>	LaJuana Deline
<b>Location</b>	NE 14th Street and N Page Avenue
<b>Project Budget</b>	N/A
<b>Public Funding</b>	None
<b>RDA</b>	September 2017
<b>Commenced</b>	Expected July 2020
<b>Completed</b>	Expected November 2020
<b>Uses</b>	Residential duplex
<b>Description</b>	Ms. Deline owned a property adjacent to other OCURA land near the intersection of NE 14th Street and N Highland Drive which is not served by City of Oklahoma City sanitary sewer. Due to costs constraints to extend sanitary sewer, OCURA entered into a redevelopment agreement with Ms. Deline to swap her property for another OCURA lot that is served by sanitary sewer. Ms. Deline rezoned the OCURA property to construct a duplex at the corner of N Page Avenue and NE 14th Street. OCURA and Ms. Deline exchanged properties in February 2020. After encountering a few unexpected site issues, construction is scheduled to begin in July 2020.



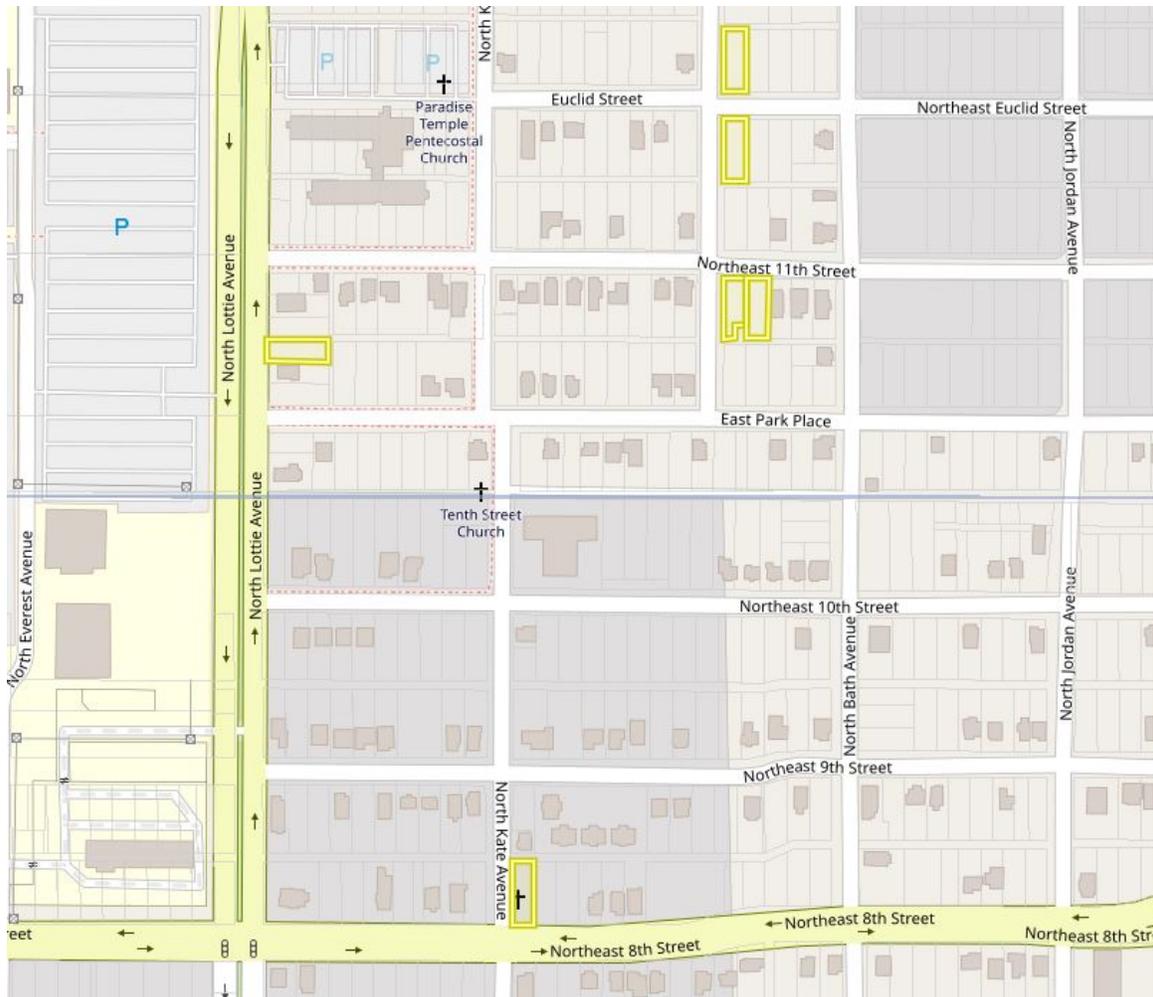
## Monarch Properties – Phase II

<b>Developer</b>	Monarch Property Group LLC
<b>Location</b>	NE 8th Street near the intersection of Lottie Avenue and Kate Avenue
<b>Project Cost</b>	1224 NE 8th —\$334,950; 1220 NE 8th —\$346,000; 1223 NE 7th St—361,000
<b>Public Funding</b>	None
<b>RDA</b>	July 2017
<b>Commenced</b>	1224 NE 8th St—March 2018 1220 NE 8th St—July 2018 1223 NE 7th St—October 2018 NE 8th and Kate—September 2019
<b>Completed</b>	1224 NE 8th St—November 2018 1220 NE 8th St—July 2019 1223 NE 7th St— December 2019 NE 8th and Kate—Expected August 2020
<b>Uses</b>	Single-family residential (4 homes)
<b>Description</b>	OCURA continued its partnership with Monarch Properties. In 2017, OCURA entered a redevelopment agreement with Monarch Properties for four single-family residential homes. The first home located at 1224 NE 8th Street was completed and sold in November 2018. The second home at 1220 NE 8th Street was sold in July 2019. 1223 NE 7th Street was sold in December 2019. Monarch started construction on the fourth property at NE 8th Street and Kate Avenue with completion scheduled for August 2020.



### Monarch Properties –Phase III

<b>Developer</b>	Monarch Property Group LLC
<b>Location</b>	West of N Lottie Avenue on NE 8th Street
<b>Project Budget</b>	TBD
<b>Public Funding</b>	None
<b>RDA</b>	June 2019
<b>Commenced</b>	TBD
<b>Completed</b>	Expected December 2021
<b>Use</b>	Single-family residential (6 home)
<b>Description</b>	OCURA entered another redevelopment agreement with Monarch Properties for the development of 6 more single-family homes in Northeast Oklahoma City. The first four homes will start construction by August 2020 and the remaining two will begin construction in January 2021.



## NE16 Development, LLC

<b>Developer</b>	NE16 Development, LLC
<b>Location</b>	Near NE 16th Street and N Missouri Avenue
<b>Project Cost</b>	1716 NE 16th—\$239,900; 1724 NE 16th—\$253,000; 1718 NE 16th—\$244,900
<b>RDA</b>	September 2017
<b>Commenced</b>	Projects 1-3—July 2018 Projects 4-5—Expected August 2020 Projects 6-7—Expected January 2021 Project 8—TBD
<b>Completed</b>	Projects 1-3—January 2019 Projects 4-8—To be determined
<b>Uses</b>	Single-family residential (8 homes)
<b>Description</b>	In 2017, OCURA entered into a redevelopment agreement with NE16 Development, LLC for the construction of 8 single-family homes near the corner of NE 16th Street and N Missouri Avenue. The first 3 homes have been completed and all have sold. Two homes are in the design phase with construction expected to start in August 2020, and two more are schedule to begin construction in January 2021. There has yet to be a determination on the anticipated start of the eighth and final home.



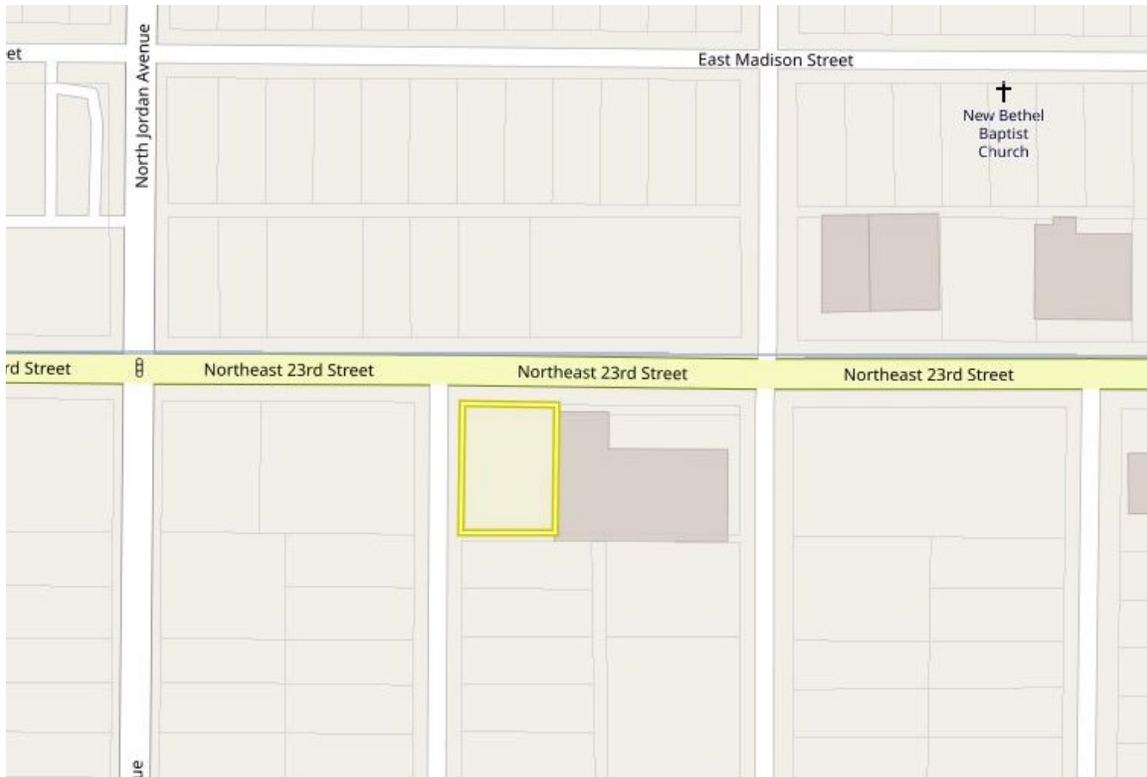
## NE 23rd Street and Fonshill Avenue

<b>Developer</b>	Farzaneh Downtown Development
<b>Location</b>	Southwest corner of NE 23rd Street and Fonshill Avenue
<b>Project Budget</b>	\$2,200,000
<b>RDA</b>	TBD
<b>Commenced</b>	TBD
<b>Completed</b>	TBD
<b>Uses</b>	Mixed-use—retail, residential, and place of worship
<b>Description</b>	In 2019, OCURA issued a request for proposals for a piece of land located at the southwest corner of NE 23rd Street and Fonshill Avenue. OCURA designated Farzaneh Downtown Development as the conditional redeveloper of the property and are working towards a redevelopment agreement. Farzaneh has proposed a 3-phase development that will include retail space along NE 23rd Street as phase 1, a residential development in phase 2, and a mosque in phase 3.



## NE 23<sup>rd</sup> Street and Kelham Avenue

<b>Developer</b>	Pivot Project Development, LLC
<b>Location</b>	Southeast corner of NE 23rd Street and Kelham Avenue
<b>Project Budget</b>	TBD
<b>Public Funding</b>	None
<b>RDA</b>	TBD
<b>Commenced</b>	TBD
<b>Completed</b>	TBD
<b>Use</b>	Commercial use
<b>Description</b>	In 2017, OCURA issued a request for proposal for land owned at the southeast corner of NE 23rd Street and N Kelham Avenue. OCURA named Pivot Project, who owns the building adjacent to the OCURA parcel, the conditional redeveloper of the property. Pivot Project has developed the adjacent property and has leases with Centennial Health, an optometrist, office tenants, a coffee shop, several restaurant concepts, and more. Pivot Project has been working to develop a vibrant commercial district along NE 23rd Street. On the site, Pivot proposed a 4,000 square foot commercial building with a sidewalk/patio space that continues the historic architecture of the existing block and provides parking in the rear of the lot. Negotiations are ongoing.



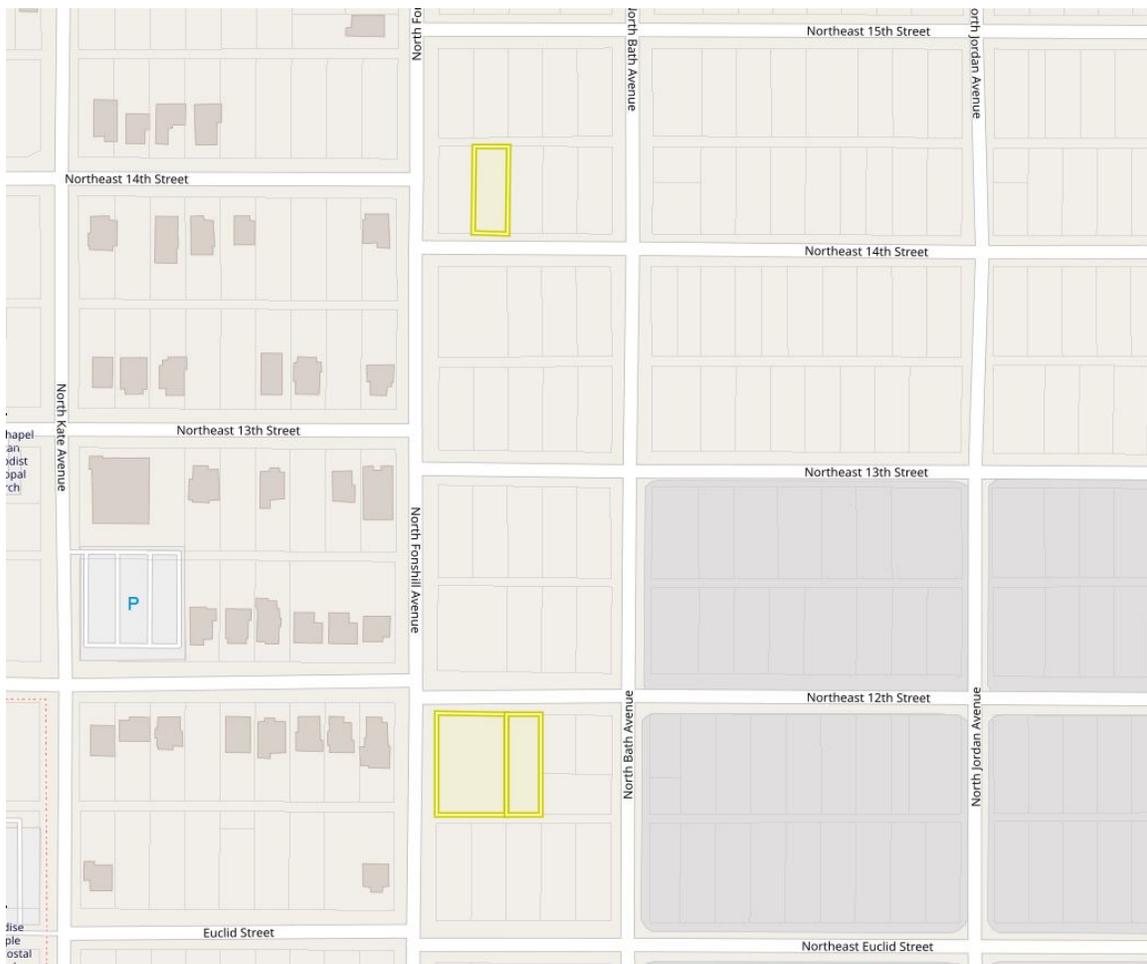
## NE 23rd Street and Prospect Avenue

<b>Developer</b>	TBD
<b>Location</b>	Southeast corner of NE 23rd Street and Prospect Avenue
<b>Project Cost</b>	TBD
<b>Public Funding</b>	TBD
<b>RDA</b>	TBD
<b>Commenced</b>	TBD
<b>Completed</b>	TBD
<b>Uses</b>	Mixed-use or commercial redevelopment
<b>Description</b>	In 2018, OCURA released a rolling request for proposals (RFP) for commercial land located at the southeast corner of NE 23rd Street and Prospect Avenue. This site is being offered for mixed-use or commercial development that will contribute to the continued efforts to revitalize the NE 23rd Street commercial corridor and adjacent neighborhoods. The RFP can be found at <a href="https://www.ocura-ok.org/rfps">https://www.ocura-ok.org/rfps</a> . No proposals were received so the rolling RFP will be reissued in July 2020.



## Neighborhood Housing Services of Oklahoma City Inc.

<b>Developer</b>	Neighborhood Housing Services of Oklahoma City, Inc.
<b>Location</b>	Southeast corner of N Fonshill Avenue and NE 12th Street and East of the corner of N Fonshill Avenue and NE 14th Street
<b>Project Budget</b>	TBD
<b>Public Funding</b>	N/A
<b>RDA</b>	March 2020
<b>Commenced</b>	TBD
<b>Completed</b>	TBD
<b>Uses</b>	Single-family residential (4 homes)
<b>Description</b>	OCURA continued its working partnership with Neighborhood Housing Services of Oklahoma City (NHS) to create affordable housing through infill development. In 2020, OCURA entered into a redevelopment agreement with NHS for three new single-family homes at the Southeast corner of N Fonshill Avenue and NE 12th Street and one new single-family home East of the corner of N Fonshill Avenue and NE 14th Street. NHS and OCURA are addressing environmental concerns and working design review of the first two homes.



## Progress OKC Euclid Homes

<b>Developer</b>	Progress OKC
<b>Location</b>	NE Euclid Street between N Kelham Avenue & Missouri Avenue
<b>Project Budget</b>	\$1,400,000
<b>Public Funding</b>	HOME Funds (Approx. 70% of Housing Cost), CBDG (10% of Total Costs)
<b>RDA</b>	February 2013/October 2017
<b>Commenced</b>	November 2017
<b>Completed</b>	Anticipated December 2020
<b>Uses</b>	Single-family residential
<b>Description</b>	In 2017, Progress OKC took over the development of the South Truman site that had not been completed by the previous developer. In 2018, Progress OKC finished its first four affordable homes in the development (1709 NE Euclid, 1713 NE Euclid, 1717 NE Euclid, and 1725 NE Euclid). Progress OKC is near completion on three more affordable houses (1704 NE Euclid, 1708 NE Euclid, and 1712 NE Euclid) and two market rate homes (1700 NE Euclid and 1701 NE Euclid). 1704 and 1712 are under contract with income qualified buyers and are anticipated to close in July 2020.



## Progress OKC Mu'Min Homes

<b>Developer</b>	Mu'Min Development, LLC and Progress OKC
<b>Location</b>	Fonshill Avenue and NE 21st Street/ NE 22nd Street
<b>Project Cost</b>	N/A
<b>Public Funding</b>	N/A
<b>RDA</b>	February 2015
<b>Commenced</b>	July 2015
<b>Completed</b>	January 2020
<b>Use</b>	Single-family residential (2 homes)
<b>Description</b>	Oklahoma Housing Finance Agency (OHFA) regained ownership of two partially completed homes after the developer fell out of compliance during construction. OCURA purchased the homes from OHFA. OCURA issued a request for proposals for general contractor services. Progress OKC was selected as the contractor to complete the construction of the houses. In January 2020, OCURA and Progress OKC completed and sold both homes.



## Sier Family

<b>Developer</b>	Sier Family
<b>Location</b>	Southeast corner of N Bath Avenue and NE 13th Street
<b>Project Budget</b>	TBD
<b>Public Funding</b>	None
<b>RDA</b>	April 2020
<b>Commenced</b>	Expected August 2020
<b>Completed</b>	Expected April 2021
<b>Uses</b>	Single-family residential
<b>Description</b>	In April 2020, OCURA entered into a redevelopment agreement with the Sier family to build a single-family, owner-occupied home on the corner of N Bath Avenue and NE 13th Street. The Sier family expect to begin construction in July 2020 with completion expected in April 2021.



## Two Structures, LLC

<b>Developer</b>	Two Structures, LLC
<b>Location</b>	Northeast corner of NE 4th Street and N Wisconsin Avenue
<b>Project Budget</b>	TBD
<b>Public Funding</b>	None
<b>RDA</b>	November 2019
<b>Commenced</b>	TBD
<b>Completed</b>	Expected March 2021
<b>Uses</b>	Single-family residential
<b>Description</b>	In November 2019, OCURA entered into a redevelopment agreement with Two Structures, LLC for the development of a single-family residence on a lot at the corner of NE 4th Street and N Wisconsin Avenue. Design review has been completed. OCURA is addressing environmental issues on the site before the development can proceed.



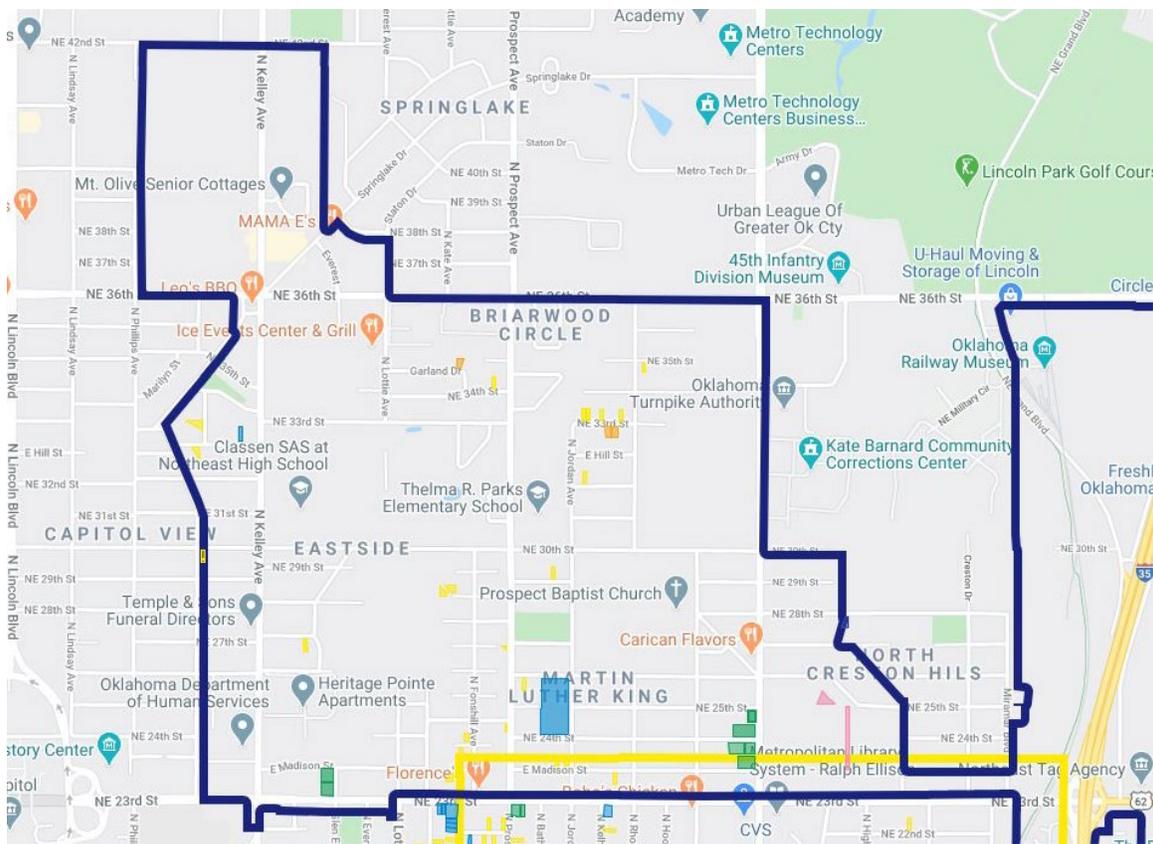
# Northeast Renaissance Urban Renewal Area

## RFP for Prospective Homeowners

- Location** Northeast Renaissance Urban Renewal Area
- Authorized** March 2018
- Deadline** Open until further notice
- Information** OCURA issued a request for proposals from prospective homeowners wishing to purchase an OCURA owned lot for the construction of their home
- Goal** OCURA 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** Northeast Renaissance Urban Renewal Area
- Authorized** March 2018
- Deadline** Open until further notice
- Information** OCURA issued a request for proposals from qualified residential developers for the purchase and construction of single-family, owner occupied homes on OCURA owned lots.
- Goal** OCURA owns many vacant, scattered residential lots and is seeking to reestablish owner occupancy in the neighborhood with well designed, infill homes.



Copies of all OCURA RFP's and the current OCURA land inventory map can be found at [www.ocura-ok.org](http://www.ocura-ok.org)

## Marcus Garvey/Harmony Senior Housing

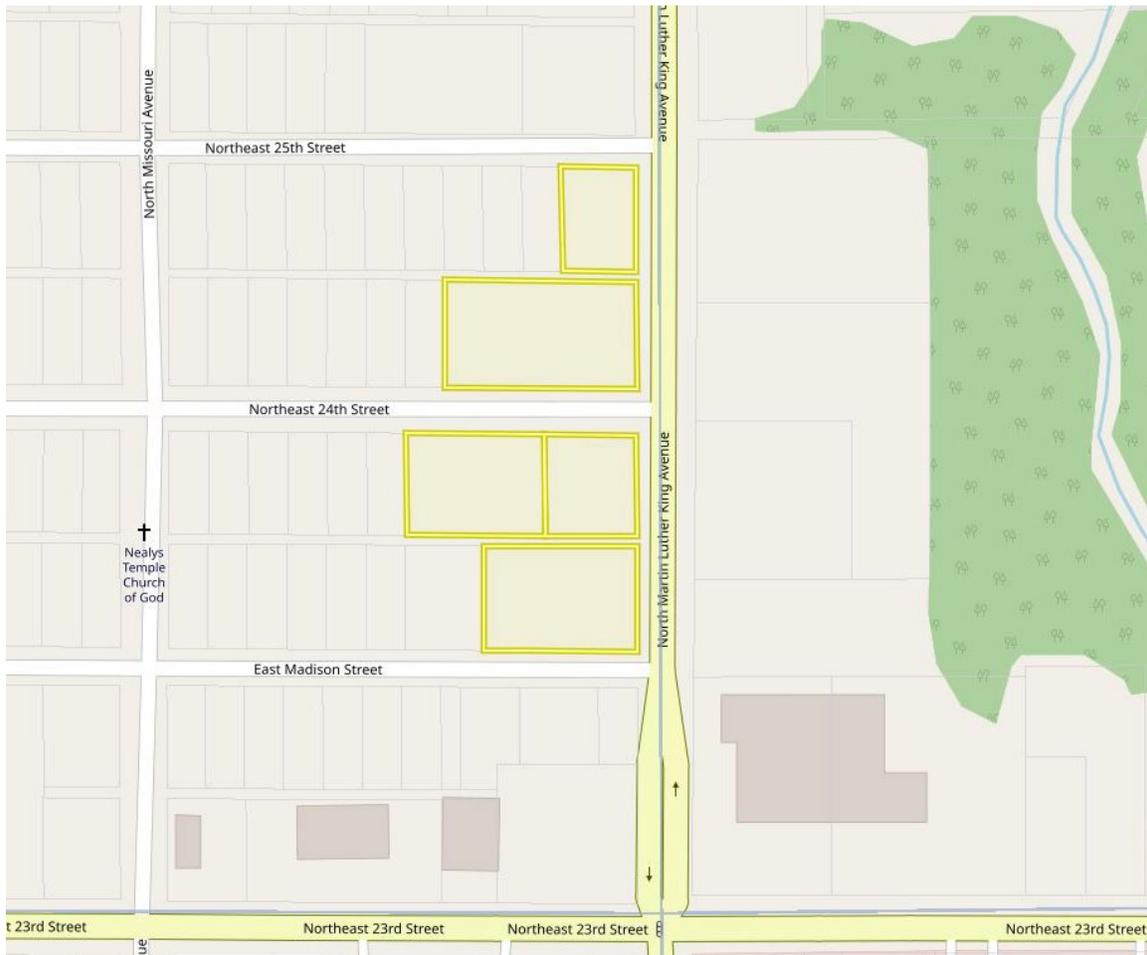
<b>Developer</b>	One Red Oak LLC.
<b>Location</b>	Northwest corner of NE 24th Street and N Jordan Avenue
<b>Project Budget</b>	\$9,200,000
<b>Public Funding</b>	Seeking \$1,000,000 in Oklahoma City Affordable Housing funds, \$200,000 in TIF, \$5,197,200 in federal and state LIHTC, and \$1,116,258 in federal and state historic tax credits
<b>RDA</b>	June 2019
<b>Commenced</b>	TBD
<b>Completed</b>	TBD
<b>Uses</b>	Senior affordable housing
<b>Description</b>	In 2018, the city deeded OCURA an old school building, which operated under the names the Marcus Garvey School and Harmony Elementary School at different points. The 100-year old school building sits on a 4-acre site at the corner of NE 24th St and N Jordan Ave. OCURA issued a request for proposals and received one proposal from One Red Oak, LLC for 40 units of senior, affordable housing (20 units of new duplex townhomes and 20 units in the renovated school building) for individuals making 60% AMI or below. OCURA entered into a redevelopment agreement with One Red Oak in June 2019. Red Oak is qualified to receive Oklahoma City Affordable Housing funds and TIF financing from the City of Oklahoma City, and has applied for (Low-Income Housing Tax Credits (LIHTC) and Historic tax credit financing.





## South of Freedom Center

<b>Developer</b>	MAPS4, the Clara Luper Civil Rights Center, and the Freedom Center
<b>Location</b>	N Martin Luther King Avenue between E Madison Street and NE 25th Street
<b>Project Budget</b>	TBD
<b>Public Funding</b>	TBD
<b>RDA</b>	TBD
<b>Commenced</b>	TBD
<b>Completed</b>	TBD
<b>Uses</b>	Civil rights museum and community gathering place
<b>Description</b>	OCURA is coordinating with the Freedom Center and MAPS 4 on the redevelopment of the Freedom Center and the creation of the Clara Luper Civil Rights Center. This project will utilize five OCURA parcels along N MLK Avenue between E Madison Street and NE 25th Street. The development will be funded with \$25 million in MAPS 4 funding. OCURA has been working to remove the underground gasoline storage tanks at the former gas station facilities at 2445 and 2523 N Martin Luther King Avenue to facilitate redevelopment.



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, 2020

	<u>Closeout</u>		<u>Core to</u>			<u>Harrison-</u>			<u>Bass Pro</u>		<u>Budget</u>
	<u>Project</u>	<u>Revolving</u>	<u>Shore</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>2019-20</u>
	<u>Fund</u>	<u>Fund</u>	<u>MAPS 3</u>	<u>Buffer</u>	<u>Fund</u>	<u>Other Fund</u>	<u>Fund</u>		<u>Fund</u>		
<b>Assets</b>											
Cash	367,371	17,028	-	778,062	-	-	521,909	185,622	653,468	2,523,460	
Investments	1,231,000	-	-	-	-	-	490,000	-	-	1,721,000	
Accounts Receivable	-	11,525	-	-	-	-	-	-	-	11,525	
Due from Other Governmental Entities	428,370	26,629	-	-	-	-	401,295	-	-	856,295	
Due from (to) Other Funds	740,212	(55,182)	-	(275,217)	(14,275)	(395,539)	-	-	-	-	
<b>Total Assets</b>	<b>2,766,954</b>	<b>-</b>	<b>-</b>	<b>502,846</b>	<b>(14,275)</b>	<b>(395,539)</b>	<b>1,413,204</b>	<b>185,622</b>	<b>653,468</b>	<b>5,112,279</b>	
<b>Liabilities and Fund Balances</b>											
Accounts Payable	-	-	-	-	-	-	-	-	-	-	
Deposits	900	-	-	25,000	-	-	-	-	-	25,900	
<b>Total Liabilities</b>	<b>900</b>	<b>-</b>	<b>-</b>	<b>25,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>25,900</b>	
<b>Total Fund Balances</b>	<b>2,766,054</b>	<b>-</b>	<b>-</b>	<b>477,846</b>	<b>(14,275)</b>	<b>(395,539)</b>	<b>1,413,204</b>	<b>185,622</b>	<b>653,468</b>	<b>5,086,379</b>	
<b>Total Liabilities and Fund Balances</b>	<b>2,766,954</b>	<b>-</b>	<b>-</b>	<b>502,846</b>	<b>(14,275)</b>	<b>(395,539)</b>	<b>1,413,204</b>	<b>185,622</b>	<b>653,468</b>	<b>5,112,279</b>	
<b>Revenues</b>											
Grant Revenues - CDBG	655,959	-	-	-	-	9,789	-	-	-	665,748	1,200,000
Grant Revenues - Other	272,422	-	-	-	-	-	-	-	-	272,422	300,000
Lease Revenues	4,000	-	-	-	19,420	-	-	-	629,205	652,624	700,000
Real Estate Sales	697,782	-	-	257,833	-	1,500	-	-	-	957,115	5,400,000
Interest	24,898	-	-	56	-	-	23,440	515	-	48,909	60,000
Core to Shore MAPS 3 Project	-	-	-	-	-	-	-	-	-	-	-
Other	1,200	-	-	-	-	-	54,087	-	-	55,287	-
<b>Total Revenues</b>	<b>1,656,260</b>	<b>-</b>	<b>-</b>	<b>257,889</b>	<b>19,420</b>	<b>11,289</b>	<b>77,526</b>	<b>515</b>	<b>629,205</b>	<b>2,652,104</b>	<b>7,660,000</b>
<b>Expenditures</b>											
General and Administrative	250,996	-	-	266,923	21,576	129,678	1,190	-	71,589	741,952	991,000
Real Estate Acquisition	8,930	-	-	-	-	1,334	2,840	-	-	13,104	3,000,000
Real Estate Disposition	684,118	-	-	10,538	-	13,372	-	-	-	708,028	750,000
Site Clearance/Improvements	2,750	-	-	287,524	-	76,687	-	-	12,899	379,860	400,000
Legal	207,372	-	450	59,998	968	66,124	-	-	5,388	340,299	300,000
Other Professional	69,283	-	-	85,312	-	26,168	15,000	18,125	-	213,888	400,000
Property Management	261,993	-	-	8,733	-	90,647	-	-	109,615	470,989	501,000
Payments to the City of OKC	420,421	-	-	-	-	-	-	-	308,782	729,203	1,450,000
Other	21,156	-	54,087	-	11,151	2,818	240	-	7,799	97,250	60,000
<b>Total Expenditures</b>	<b>1,927,019</b>	<b>-</b>	<b>54,537</b>	<b>719,027</b>	<b>33,695</b>	<b>406,828</b>	<b>19,270</b>	<b>18,125</b>	<b>516,072</b>	<b>3,694,572</b>	<b>7,852,000</b>
<b>Changes in Fund Balance</b>	<b>(270,759)</b>	<b>-</b>	<b>(54,537)</b>	<b>(461,138)</b>	<b>(14,275)</b>	<b>(395,539)</b>	<b>58,257</b>	<b>(17,610)</b>	<b>113,133</b>	<b>(1,042,468)</b>	<b>(192,000)</b>
Fund Balance, Beginning of Year	3,036,812	-	54,537	938,984	-	-	1,354,947	203,232	540,335	6,128,847	
Fund Balance, Current	2,766,054	-	-	477,846	(14,275)	(395,539)	1,413,204	185,622	653,468	5,086,379	