

AGENDA  
REGULAR MEETING OF  
OKLAHOMA CITY URBAN RENEWAL AUTHORITY  
WEDNESDAY, SEPTEMBER 19, 2018  
CONFERENCE ROOM  
431 WEST MAIN, SUITE B  
10:30 A.M.

1. Call to Order
2. Statement of Compliance with the Oklahoma Open Meeting Law
3. Roll Call
4. Reading and Approval of Minutes of a Regular and Annual Meeting held on Wednesday, July 18, 2018

**CORE TO SHORE**

5. Resolution No. \_\_\_\_\_ Authorizing an Invitation for Proposals for Redevelopment of Certain Property Located Near the Intersection of Southwest 10<sup>th</sup> Street and South Harvey Avenue, Core to Shore Urban Renewal Plan

**CENTRAL BUSINESS DISTRICT**

6. Resolution No. \_\_\_\_\_ Authorizing, Upon Request of the City Of Oklahoma City, an Invitation for Proposals for Redevelopment of Certain Property Bordered by the Chesapeake Arena, Oklahoma City Boulevard, Robinson Avenue, and Shields Boulevard, Central Business District Urban Renewal Plan

**HARRISON/WALNUT**

7. Resolution No. \_\_\_\_\_ Authorizing an Invitation for Proposals for Redevelopment of Certain Property Located Near the Intersection of Northeast 3<sup>rd</sup> Street and North Walnut Avenue, Harrison-Walnut Urban Renewal Plan

**NORTHEAST RENAISSANCE**

8. Resolution No. \_\_\_\_\_ Approving a Redevelopment Agreement with the Oklahoma City Housing Services Redevelopment Corporation (D/B/A Positively Paseo), for Two Single-Family Residences on Property Located Generally near the Intersections of Northeast 30<sup>th</sup> Street and North Laird Avenue, and East Hill Street and North Laird Avenue, Northeast Renaissance Urban Renewal Plan

**JFK PROJECT AREA**

9. Resolution No. \_\_\_\_\_ Approving a Redevelopment Agreement with Jay London Homes, LLC, for Three Single-Family Residences on Property located generally near the Intersection of Northeast 12<sup>th</sup> Street and North Fonshill Avenue, John F. Kennedy Urban Renewal Plan

**GENERAL MATTERS**

10. Resolution No. \_\_\_\_\_ Accepting the Proposal by BKD, LLP to Provide an Audit of Accounts for the Fiscal Year Ending June 30, 2018
11. Resolution No. \_\_\_\_\_ Authorizing a Community Development Block Grant Operating Agreement with the City Of Oklahoma City for Fiscal Year 2018–2019 and Execution of the Agreement by the Executive Director
12. Resolution No. \_\_\_\_\_ 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 CDBF Operating Agreement between the Oklahoma City Urban Renewal Authority and the City Of Oklahoma City for Fiscal Year 2018–2019
13. Resolution No. \_\_\_\_\_ Approving Community Development Block Grant Services Agreement between the Oklahoma City Urban Renewal Authority and the Center for Economic Development Law, PLLC, Fiscal Year 2018–2019 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
14. Resolution No. \_\_\_\_\_ Authorizing the Executive Director to Solicit Proposals and/or Qualifications for Professional Service Providers, including Architects, City Planners, Environmental Scientists and Environmental Testing Service Providers, Independent Appraisers, Title Examiners and Title Insurance Providers, Surveyors, Civil Engineers, Traffic Consultants, Demolition Services, and Community Engagement Services
15. Annual Report Presentation
16. Presentation of Interim Financial Report for the Period Ending July 31, 2018
17. Staff Report
18. Citizens to be heard
19. Adjournment

POSTED at the offices of the City Clerk, Oklahoma City Urban Renewal Authority and at 431 West Main, Suite B by 10:30 a.m. on Tuesday, September 18, 2018 by Pam Lunnon, Executive Assistant

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

A Regular and Annual Meeting of the Board of Commissioners of the Oklahoma City Urban Renewal Authority (“Authority”) was held on Wednesday, July 18, 2018 at 10:30 a.m. in the conference room located at 431 West Main, Suite B; Oklahoma City, Oklahoma 73102.

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

Mr. J. Larry Nichols  
Mr. Russell Perry  
Mr. Mark Beffort  
Ms. Mary Mélon

Commissioners Absent:

Mr. James R. Tolbert

Staff Members Present:

Catherine O’Connor, Executive Director  
Leslie Batchelor, OCURA Associate General Counsel, CEDL  
Dan Batchelor, OCURA General Counsel, CEDL  
Mitchell Moore, Pam Lunnon, Nicolle Goodman, Cynthia McCollum and Michael Owens, The Alliance for Economic Dev. of OKC

Others Present:

Kris Baker, Chicago Title Company of Oklahoma  
Abi Row, Newman, Grubb, Levy, Strange, Beffort

The Chairman requested a motion to approve the circulated minutes of the Special Board Meeting of the Oklahoma City Urban Renewal Authority held on Wednesday, June 20, 2018.

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

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

**OCURA Board of Commissioners, Wednesday, July 18, 2018**

Mr. Mark Beffort                      Aye

Minutes Approved

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

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

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

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

Officers adopted

*The Chairman introduced the following resolutions:*

## **GENERAL MATTERS**

*Resolution No. 5847 entitled:*

***“Approving Annual Agreement between the Oklahoma City Urban Renewal Authority and The Alliance For Economic Development Of Oklahoma City, Inc., an Oklahoma Not-For-Profit Corporation, as to Scope of Services and Fee for those Services for Fiscal Year Beginning July 1, 2018 and Ending June 30, 2019”***

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

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

**OCURA Board of Commissioners, Wednesday, July 18, 2018**



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

Resolution Adopted

***Resolution No. 5848 entitled:***

***“Approving Annual Budget for Legal Services between the Oklahoma City Urban Renewal Authority and the Center for Economic Development Law for Fiscal Year Beginning July 1, 2018 and Ending June 30, 2019”***

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

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

Resolution Adopted

***Financial Report***

Cathy O’Connor presented the financial reports through May 31, 2018

Commissioner Beffort moved to receive the financials, and upon second by Commissioner Perry, the vote was as follows:

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

Financials Received

**OCURA Board of Commissioners, Wednesday, July 18, 2018**

### ***Staff Report***

Ms. O'Connor reported we are working closely with two development teams for the mixed-used development project which includes the parking garage that will serve the Omni Hotel, the Convention Center and the new park. We are dividing up the site and figuring out how big all those parcels are. This is an OCURA project and we are responsible for implementing the entire development including the parking garage. COPTA will fund the garage and operate it, but we are responsible for coordinating the development process.

Ms. O'Connor also gave some updated information on Page Woodson. The market rate units that Mr. Bradshaw has built to the north of the old school building are about 85% occupied, so he has had good success on renting those units. He has begun discussions with the OCURA staff about starting Phase III and there will be an amendment to his Redevelopment Agreement.

Ms. O'Connor stated OCURA issued a notice of default to Dr. Canfield on The Hill project that has been in process for 13 years. He has missed his most recent three deadlines, so Ms. O'Connor will be talking to his attorney and Dr. Canfield to try to figure out how to get through this default. We need to find a way to move this project along and get it completed. His units are on priced around \$600,000. We are encouraging him to be a little more flexible. People's style and taste have changed since we first started this project. We still have a lot of interest in single-family home developments in NE Oklahoma City. We have issued several RFP's for completion of some houses that were purchased from the OHFA. We have also issued RFP on all the commercial property that OCURA owns in NE Oklahoma City.

### ***Citizens to be heard***

There being no further business to come before the Board, the meeting was adjourned at 10:46 p.m.

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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: September 19, 2018  
Ref: Resolution Authorizing an Invitation for Proposals for Redevelopment of Certain Property Located Near the Intersection of Southwest 10<sup>th</sup> Street and South Harvey Avenue, Core to Shore Urban Renewal Plan.

**Background:** OCURA was authorized by the Core to Shore Urban Renewal Plan and Resolution No. 5788 to acquire Lots 1 through 22, inclusive, and Lots 25 through 28, inclusive, in Block 8, South Park Addition. OCURA currently owns or is under contract to purchase said property located southwest of the intersection of Southwest 10<sup>th</sup> Street and South Harvey Avenue.

It is timely to authorize an invitation for proposals for the redevelopment of the Property in accordance with the Urban Renewal Plan and the revitalization objectives of the City of Oklahoma City. The RFP will be published for a period of not less than 90 days from the date of publication.

**Summary of Agenda Item:** The resolution authorizes the issuance of the invitation for proposals for redevelopment of certain property located near the intersection of Southwest 10<sup>th</sup> St. and S. Harvey Ave.

**Recommendation:** Approval of Resolution.

**Attachments:** Map

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

**RESOLUTION AUTHORIZING AN INVITATION FOR PROPOSALS FOR REDEVELOPMENT OF CERTAIN PROPERTY LOCATED NEAR THE INTERSECTION OF SOUTHWEST 10<sup>TH</sup> STREET AND SOUTH HARVEY 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 (as amended, “Urban Renewal Plan”), pursuant to the approval and direction of the City of Oklahoma City in accordance with the Oklahoma Urban Redevelopment Law, 11 O.S. § 38-101, *et seq.*; and

**WHEREAS**, the Authority owns or is under contract to purchase real property located southwest of the intersection of Southwest 10<sup>th</sup> Street and South Harvey Avenue, as described on the attached Exhibit A, which has been designated for redevelopment by the Urban Renewal Plan (“Property”); and

**WHEREAS**, the Urban Renewal Plan provides that the Authority may enter into agreements with owners of property within the designated Urban Renewal Area in order to redevelop such property in accordance with the Urban Renewal Plan; and

**WHEREAS**, the Authority is authorized by the Urban Renewal Plan and Resolution No. 5788 to acquire all of Lots 1 through 28 in Block 8, South Park Addition, and intends to do so should such acquisition be necessary for the successful development of the Property; and

**WHEREAS**, it is timely and appropriate to authorize an invitation for proposals for the redevelopment of the Property in accordance with the Urban Renewal Plan and the revitalization objectives of the City of Oklahoma City.

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

1. The invitation for proposals for the redevelopment of the Property is hereby authorized.
2. A public notice of invitation for proposals is hereby authorized to be published, and a period of not less than 90 days from the date of publication is hereby established for submission of proposals.
3. The Executive Director, Authority staff, and legal counsel are authorized to prepare appropriate documents for inviting and submitting development proposals and are directed to proceed with the issuance of the public invitation for redevelopment proposals in a timely manner.
4. All proposals shall be evaluated, and if acceptable, the Board of Commissioners may designate a redeveloper or redevelopers. The conditional redeveloper(s)

designation shall be based on the determination of the proposal or proposals deemed to be most acceptable to the Authority.

5. The evaluation of redevelopment proposals shall be based on the principal criteria of:
  - a. Responsiveness of the proposal to meet the goals and objectives of the Urban Renewal Plan, PlanOKC, and any other applicable requirements and guidelines contained in the Oklahoma City Zoning Code or Municipal Code. (Proposals involving rezoning of the Property may be permitted.)
  - b. Qualifications and experience of the redevelopment team to complete the redevelopment.
  - c. Market feasibility and likelihood of the proposal to succeed.
  - d. Design objectives for the creation of an urban neighborhood.
  - e. Development guidelines, including building density, massing, form, design vernacular, external appearance of structure, screening of service elements, parking solutions, and site security elements.
  - f. Sufficient evidence of financial capacity to carry out the proposal, and the financial ability of the redevelopment team to complete the redevelopment.
6. The Authority will enter into direct negotiations with the prospective redeveloper receiving conditional redeveloper designation, or, if more than one, with each such prospective redeveloper receiving a conditional designation, and may enter into negotiations with the owner(s) of any adjacent or nearby property, in order to achieve the best and most desirable project for the area and obtain agreement as to price and other terms and conditions satisfactory to the Authority.
7. The invitation for redevelopment proposals shall not create any legal obligations for the Authority to enter into a contract for redevelopment except on terms and conditions it deems in the Board's discretion to be acceptable and desirable.
8. The Executive Director, legal counsel, officers and staff for the Authority are authorized and directed to prepare and execute such documents, letters, and authorizations as may be appropriate or desirable to implement this resolution.

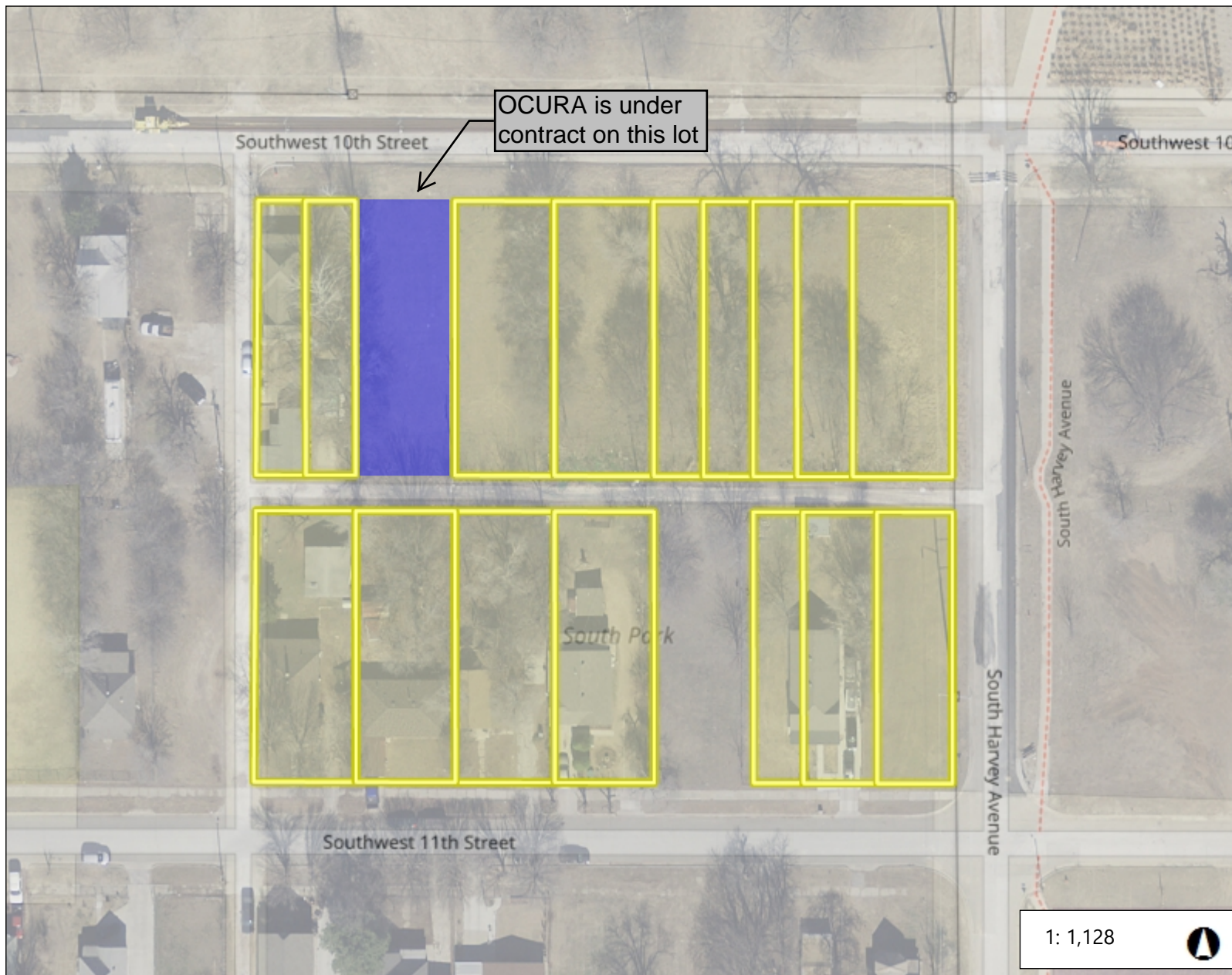
I, \_\_\_\_\_, Secretary of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, certify the foregoing Resolution No. \_\_\_\_\_ was duly adopted at a **regular** meeting of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, held the Arts District Garage Conference Room, 431 West Main Street, Suite B, Oklahoma City, Oklahoma, on the **19<sup>th</sup>** day of **September, 2018**; that said meeting was held in accordance with the By-Laws of the Authority and the Oklahoma Open Meetings Act; that a quorum was present at all times during said meeting; and that the resolution was duly adopted by a majority of those Commissioners present.

\_\_\_\_\_  
Secretary

## **Exhibit A**

### **Legal Description of the Property**

Lots 1 through 22, inclusive, and Lots 25 through 28, inclusive, in Block 8 of South Park Addition to Oklahoma City, Oklahoma County, Oklahoma, according to the plat recorded plat thereof.



1: 1,128

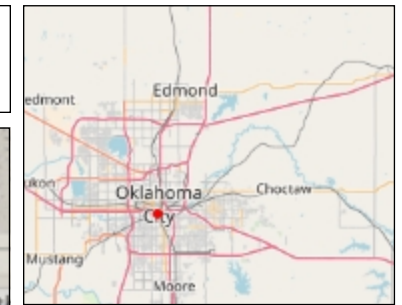


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### Legend

OK County Boundary

### Notes

Enter Map Description



## **OKLAHOMA CITY**

### **URBAN RENEWAL AUTHORITY**

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To: Board of Commissioners  
From: Catherine O'Connor, Executive Director  
Date: September 19, 2018  
Ref: Resolution Authorizing, Upon Request of the City of Oklahoma City, an Invitation for Proposals for Redevelopment of Certain Property Bordered by the Chesapeake Arena, Oklahoma City Boulevard, Robinson Avenue, and Shields Boulevard, Central Business District Urban Renewal Plan

**Background:** OCURA is engaged in the implementation of the Central Business District Urban Renewal Plan, pursuant to the approval and direction of the City of Oklahoma City. The State of Oklahoma through the Department of Transportation (ODOT) currently owns property bordered by the Chesapeake Arena, Oklahoma City Boulevard, Robinson Avenue, and Shields Boulevard. In May of 2017, the City, ODOT, and the Oklahoma City Public Property Authority entered in to the Amended Project, Right-of Way, Public Utility, Encroachment, and Maintenance Agreement for the I-40 Crosstown Expressway.

The Amended Project Agreement provides for ODOT's conveyance of the Property to the City and the City is authorized to convey the Property to OCURA. The City may request that OCURA issue an invitation for proposals for the redevelopment of the Property in order to maximize the timing and momentum of development occurring immediately south of the Property with the construction of the Convention Center, Omni Convention Center Hotel and Scissortail Park.

So that OCURA is ready to perform should the City request it, it is timely and appropriate to authorize an invitation for proposals for the redevelopment of the Property in accordance with the Urban Renewal Plan and the revitalization objectives of the City.

**Summary of Agenda Item:** The resolution authorizes, upon request of the City of Oklahoma City, an invitation for proposals for redevelopment of certain property south of the Chesapeake Arena.

**Recommendation:** Approval of Resolution.

**Attachments:** Map

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

**RESOLUTION AUTHORIZING, UPON REQUEST OF THE CITY OF OKLAHOMA CITY, AN INVITATION FOR PROPOSALS FOR REDEVELOPMENT OF CERTAIN PROPERTY BORDERED BY THE CHESAPEAKE ARENA, OKLAHOMA CITY BOULEVARD, ROBINSON AVENUE, AND SHIELDS BOULEVARD, CENTRAL BUSINESS DISTRICT URBAN RENEWAL PLAN**

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**WHEREAS**, the Oklahoma City Urban Renewal Authority (“Authority”) is engaged in the implementation of the Central Business District Urban Renewal Plan (as amended, “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.* (“Act”); and

**WHEREAS**, the State of Oklahoma through the Oklahoma Department of Transportation (“ODOT”), currently owns property bordered by the Chesapeake Arena, Oklahoma City Boulevard, Robinson Avenue, and Shields Boulevard, as depicted on the attached Exhibit A, which lies within the boundaries of the Urban Renewal Plan (“Property”); and

**WHEREAS**, in May of 2017, the City, ODOT, and the Oklahoma City Public Property Authority (“OCPPA”) entered in to the Amended Project, Right-of Way, Public Utility, Encroachment, and Maintenance Agreement for the I-40 Crosstown Expressway (“the Amended Project Agreement”); and

**WHEREAS**, the Amended Project Agreement provides for ODOT’s conveyance of the Property to the City; and

**WHEREAS**, the City is authorized to convey the Property to OCURA pursuant to 11 O.S. §38-109 of the Act; and

**WHEREAS**, the City may request that the Authority issue an invitation for proposals for the redevelopment of the Property, in order to maximize the timing and momentum of development occurring immediately south of the Property with the construction of the Convention Center, Omni Convention Center Hotel, and Scissortail Park; and

**WHEREAS**, so that the Authority is ready to perform should the City request it, it is timely and appropriate to authorize an invitation for proposals for the redevelopment of the Property in accordance with the Urban Renewal Plan and the revitalization objectives of the City; and

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

1. The Authority and its Executive Director are hereby authorized to assist the City in carrying out certain activities related to the redevelopment of the Property, including but not limited to the following:

- a. Consult with the City Manager or his designee for the formation of a selection committee to review redevelopment proposals.
  - b. Designate a representative of the Authority to serve on such selection committee.
  - c. Negotiate and execute a transfer agreement providing for the conveyance of the Property from the City to OCURA.
  - d. Implement the conveyance of the Property from the City to OCURA.
2. Should the City request the Authority to issue an invitation for proposals for the redevelopment of the Property, such invitation is hereby authorized, and a public notice of invitation for proposals may be published.
3. The Executive Director, Authority staff, and legal counsel are authorized to prepare appropriate documents for inviting and submitting development proposals and, upon the City's request, are directed to proceed with the issuance of the public invitation for redevelopment proposals in a timely manner.
4. All proposals shall be evaluated by the selection committee, and if acceptable, the Board of Commissioners may designate a redeveloper or redevelopers. The conditional redeveloper(s) designation shall be based on the determination of the proposal or proposals deemed to be most acceptable to the Authority.
5. The evaluation of redevelopment proposals shall be based on the principal criteria of:
  - a. Responsiveness of the proposal to meet the goals and objectives of the Urban Renewal Plan, PlanOKC, and any other applicable requirements and guidelines contained in the Oklahoma City Zoning Code or Municipal Code.
  - b. Qualifications and experience of the redevelopment team to complete to the redevelopment.
  - c. Market feasibility and likelihood of the proposal to succeed.
  - d. Design objectives for the creation of an urban neighborhood, including the relationship of the development to Chesapeake Arena, the Convention Center, the Omni Convention Center Hotel, and Scissortail Park.
  - e. Development guidelines, including building density, massing, form, design vernacular, external appearance of structure, screening of service elements, parking solutions, and site security elements.
  - f. Sufficient evidence of financial capacity to carry out the proposal, and the financial ability of the redevelopment team to complete the redevelopment.

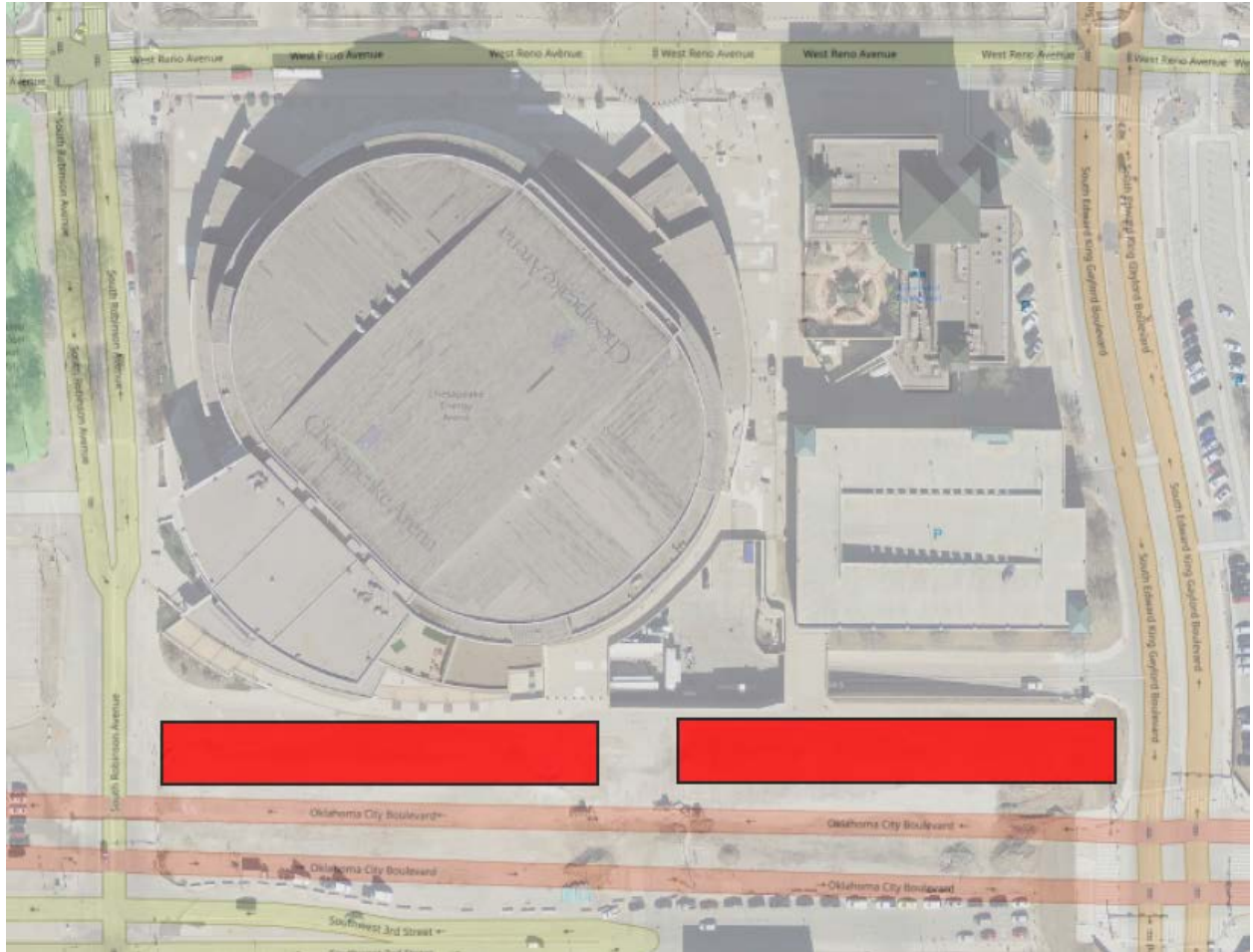
6. The Authority will enter into direct negotiations with the prospective redeveloper receiving conditional redeveloper designation, or, if more than one, with each such prospective redeveloper receiving a conditional designation, in order to achieve the best and most desirable project for the area and obtain agreement as to price and other terms and conditions satisfactory to the Authority.
7. The invitation for redevelopment proposals shall not create any legal obligations for the Authority to enter into a contract for redevelopment except on terms and conditions it deems in the Board's discretion to be acceptable and desirable.
8. The Executive Director, legal counsel, officers and staff for the Authority are authorized and directed to prepare and execute such documents, letters, and authorizations as may be appropriate or desirable to implement this resolution, including the authorizations and requests for assistance made by the City related to the redevelopment of the Property.

I, \_\_\_\_\_, Secretary of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, certify the foregoing Resolution No. \_\_\_\_\_ was duly adopted at a **regular** meeting of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, held the Arts District Garage Conference Room, 431 West Main Street, Suite B, Oklahoma City, Oklahoma, on the **19<sup>th</sup>** day of **September, 2018**; that said meeting was held in accordance with the By-Laws of the Authority and the Oklahoma Open Meetings Act; that a quorum was present at all times during said meeting; and that the resolution was duly adopted by a majority of those Commissioners present.

\_\_\_\_\_  
Secretary

## Exhibit A

### Depiction of the Property



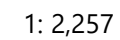




# RFP South of Chesapeake



OK County Boundary



Notes

Enter Map Description



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## **OKLAHOMA CITY**

### **URBAN RENEWAL AUTHORITY**

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To: Board of Commissioners  
From: Catherine O'Connor, Executive Director  
Date: September 19, 2018  
Ref: Resolution Authorizing an Invitation for Proposals for Redevelopment of Certain Property Located Near the Intersection of Northeast 3<sup>rd</sup> Street and North Walnut Avenue, Harrison-Walnut Urban Renewal Plan

**Background:** OCURA is currently engaged in the implementation of the Harrison-Walnut Urban Renewal Plan. OCURA owns real property located southeast of the intersection of Northeast 3<sup>rd</sup> Street and North Walnut Avenue.

It is timely and appropriate to authorize an invitation for proposals for the redevelopment of the Property in accordance with the Urban Renewal Plan and the revitalization objectives of the City of Oklahoma City. Public notice will be given and the RFP will be available for review and response for a period of not less than 90 days from the date of publication.

**Summary of Agenda Item:** The resolution authorizes the issuance of the invitation for proposals for redevelopment of certain property located near the intersection of Northeast 3<sup>rd</sup> Street and North Walnut Avenue.

**Recommendation:** Approval of Resolution.

**Attachments:** Map

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

**RESOLUTION AUTHORIZING AN INVITATION FOR PROPOSALS FOR REDEVELOPMENT OF CERTAIN PROPERTY LOCATED NEAR THE INTERSECTION OF NORTHEAST 3<sup>rd</sup> STREET AND NORTH WALNUT AVENUE, HARRISON-WALNUT URBAN RENEWAL PLAN**

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

**WHEREAS**, the Authority owns the real property located southeast of the intersection of Northeast 3<sup>rd</sup> Street and North Walnut Avenue, as described and depicted on the attached Exhibit A, which has been designated for redevelopment by the Urban Renewal Plan (“Property”); and

**WHEREAS**, it is timely and appropriate to authorize an invitation for proposals for the redevelopment of the Property in accordance with the Urban Renewal Plan and the revitalization objectives of the City of Oklahoma City.

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

1. The invitation for proposals for the redevelopment of the Property is hereby authorized.
2. A public notice of invitation for proposals is hereby authorized to be published, and a period of not less than 90 days from the date of publication is hereby established for submission of proposals.
3. The Executive Director, Authority staff, and legal counsel are authorized to prepare appropriate documents for inviting and submitting development proposals and are directed to proceed with the issuance of the public invitation for redevelopment proposals in a timely manner.
4. All proposals shall be evaluated, and if acceptable, the Board of Commissioners may designate a redeveloper or redevelopers. The conditional redeveloper(s) designation shall be based on the determination of the proposal or proposals deemed to be most acceptable to the Authority.
5. The evaluation of redevelopment proposals shall be based on the principal criteria of:
  - a. Responsiveness of the proposal to meet the goals and objectives of the Urban Renewal Plan, PlanOKC, and any other applicable requirements and guidelines contained in the Oklahoma City Zoning Code or Municipal Code. Proposals involving rezoning of the Property may be permitted.



- b. Demonstrated ability of the proposal to meet the requirements for redevelopment of property purchased or acquired with federal funds.
  - c. Qualifications and experience of the redevelopment team to complete to the redevelopment.
  - d. Market feasibility and likelihood of the proposal to succeed.
  - e. Design objectives for the creation of an urban neighborhood.
  - f. Development guidelines, including building density, massing, form, design vernacular, external appearance of structure, screening of service elements, parking solutions, and site security elements.
  - g. Sufficient evidence of financial capacity to carry out the proposal, and the financial ability of the redevelopment team to complete the redevelopment.
6. The Authority shall enter into direct negotiations with the prospective redeveloper receiving conditional redeveloper designation, or, if more than one, with each such prospective redeveloper receiving a conditional designation, in order to achieve the best and most desirable project for the area and obtain agreement as to price and other terms and conditions satisfactory to the Authority.
7. The invitation for redevelopment proposals shall not create any legal obligations for the Authority to enter into a contract for redevelopment except on terms and conditions it deems in the Board's discretion to be acceptable and desirable.
8. The Executive Director, legal counsel, officers and staff for the Authority are authorized and directed to prepare and execute such documents, letters, and authorizations as may be appropriate or desirable to implement this resolution.

*[certification page follows]*

I, \_\_\_\_\_, Secretary of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, certify the foregoing Resolution No. \_\_\_\_\_ was duly adopted at a **regular** meeting of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, held the Arts District Garage Conference Room, 431 West Main Street, Suite B, Oklahoma City, Oklahoma, on the **19<sup>th</sup>** day of **September, 2018**; that said meeting was held in accordance with the By-Laws of the Authority and the Oklahoma Open Meetings Act; that a quorum was present at all times during said meeting; and that the resolution was duly adopted by a majority of those Commissioners present.

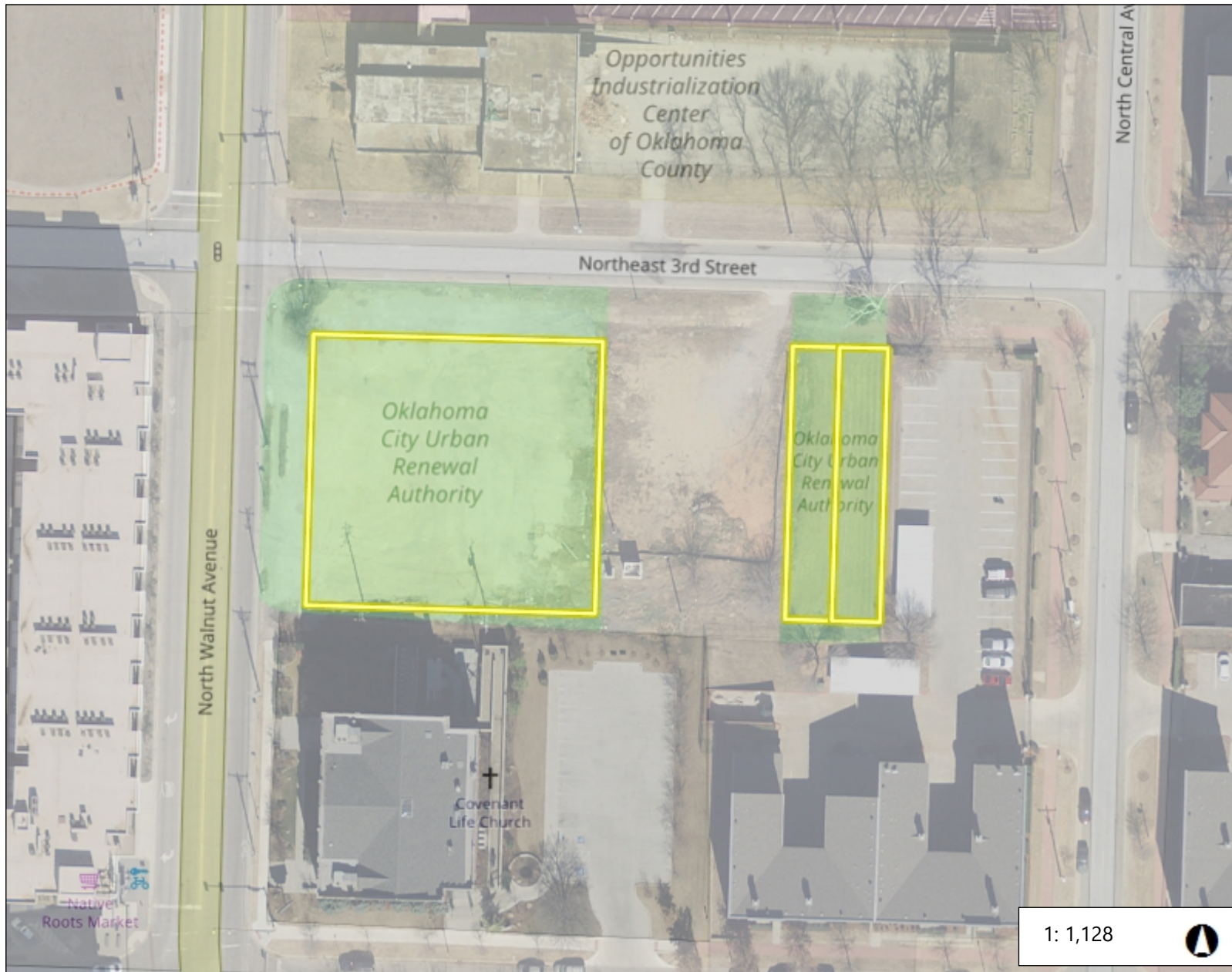
\_\_\_\_\_  
Secretary

## Exhibit A

### Legal Description and Depiction of the Property

All of Lots Four (4), Five (5), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), and Fifteen (15), Block Nine (9), of Military Addition to Oklahoma City, Oklahoma County, Oklahoma, according to the recorded plat thereof.





1: 1,128

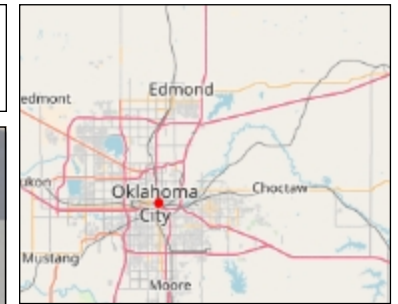


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## Legend

 OK County Boundary

## Notes

Enter Map Description

## **OKLAHOMA CITY**

URBAN

RENEWAL

AUTHORITY

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To: Board of Commissioners

From: Catherine O'Connor, Executive Director

Date: September 19, 2018

Ref: Resolution approving a Redevelopment Agreement with The Oklahoma City Housing Services Redevelopment Corporation (D/B/A Positively Paseo), for Two Single-Family Residences on Property Located Generally Near the Intersections of NE 30<sup>th</sup> St and N Laird Ave, and E Hill St and N Laird Ave, Northeast Renaissance Urban Renewal Plan

**Background:** In June 2018, OCURA issued a Request for Proposals from prospective builders and real estate developers for development of single-family residential homes on scattered lots in the Northeast Renaissance Urban Renewal Area. Positively Paseo, ("Redeveloper") proposed to build two single-family residential homes on OCURA property near the intersections of NE 30<sup>th</sup> Street and N Laird Ave and E Hill St and N Laird Ave, located in the Northeast Renaissance Urban Renewal Project Area in accordance with design guidelines established by OCURA. The Redeveloper proposes to build affordable homes on lots in the Roanoke Place and McNabb Park Additions. A redevelopment agreement has been negotiated.

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

**Staff Recommendation:** Approval of Resolution

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

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

**RESOLUTION APPROVING A REDEVELOPMENT AGREEMENT WITH THE OKLAHOMA CITY HOUSING SERVICES REDEVELOPMENT CORPORATION (D/B/A POSITIVELY PASEO), FOR TWO SINGLE-FAMILY RESIDENCES ON PROPERTY LOCATED GENERALLY NEAR THE INTERSECTIONS OF NORTHEAST 30<sup>TH</sup> STREET AND NORTH LAIRD AVENUE, AND EAST HILL STREET AND NORTH LAIRD AVENUE, NORTHEAST RENAISSANCE URBAN RENEWAL PLAN**

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**WHEREAS**, the Oklahoma City Urban Renewal Authority (“Authority”) is engaged in carrying out the Northeast Renaissance Urban Renewal Plan (“Urban Renewal Plan”), for the redevelopment of an area (“Project Area”) within The City of Oklahoma City; and

**WHEREAS**, the Oklahoma City Housing Services Redevelopment Corporation, an Oklahoma not-for-profit corporation d/b/a Positively Paseo (“Redeveloper”), has submitted a proposal for residential development on two parcels of real property in the Project Area: one near the intersection of Northeast 30<sup>th</sup> Street and North Laird Avenue, and one near the intersection of East Hill Street and North Laird Avenue, all as more particularly described as shown on Exhibit A to this Resolution (collectively, “Property”); and

**WHEREAS**, Authority staff has negotiated a Contract for Sale of Land and Redevelopment (“Redevelopment Agreement”) with the Redeveloper and recommends 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; 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 is authorized to execute the Redevelopment Agreement and to take such actions and execute such documents as may be necessary to undertake the redevelopment in accordance with the approved Redevelopment Agreement, including making such modifications and corrections as are advised by Legal Counsel and are necessary and desirable.
2. The Officers of the Authority, Executive Director, and Legal Counsel are authorized to execute such documents and take such actions as may be necessary or appropriate to implement this authorization and to implement the provisions of the Redevelopment Agreement.

3. The purchase price for each parcel of the Property shall reflect an appraisal value of \$0.60/square foot, which 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 current reuse appraisal on file.
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 at the Arts District Garage Conference Room, 431 West Main, Suite B, Oklahoma City, Oklahoma 73102, on the **19<sup>th</sup>** day of **September, 2018**; 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**  
**Legal Description of the Property**

All of Lots Eleven (1) and Twelve (12) in Block One (1) in ROANOKE PLACE ADDITION, in Oklahoma City, Oklahoma, according to the recorded plat thereof;

and

All of Lot Thirteen (13) in Block Ten (10) in MCNABB PARK ADDITION to Oklahoma City, Oklahoma, according to the recorded plat thereof.



**CONTRACT FOR SALE OF LAND AND REDEVELOPMENT**

**BETWEEN**

**OKLAHOMA CITY URBAN RENEWAL AUTHORITY**

**AND**

**OKLAHOMA CITY HOUSING SERVICES REDEVELOPMENT  
CORPORATION (d/b/a Positively Paseo)**

**CONTRACT FOR SALE OF LAND AND REDEVELOPMENT  
BETWEEN  
OKLAHOMA CITY URBAN RENEWAL AUTHORITY  
AND  
OKLAHOMA CITY HOUSING SERVICES REDEVELOPMENT CORPORATION  
(d/b/a POSITIVELY PASEO)**

This CONTRACT FOR SALE OF LAND AND REDEVELOPMENT (“Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 2018 (“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 OKLAHOMA CITY HOUSING SERVICES REDEVELOPMENT CORPORATION, an Oklahoma not-for-profit corporation d/b/a POSITIVELY PASEO, having a mailing address of 400 Northwest 23<sup>rd</sup> Street, Oklahoma City, Oklahoma 73103 (“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 Northeast Renaissance Urban Renewal Plan (“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, the City has 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 real property located in the Project Area, as more particularly described in Schedule A annexed hereto and made a part hereof (individually, “Parcel,” and collectively, “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, a Purchase Price representing 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 for each Parcel shall be delivered to the Authority in certified funds on the date of closing for that Parcel.

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

- 2.1      Form of Deed.** The Authority will convey to the Redeveloper title to the Property by Special Warranty Deeds (“Deed[s]”) in substantially the form shown on attached Schedule B. These conveyances 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 each Deed.
- 2.2      Time and Place for Delivery of Deeds.** The Deeds will be delivered to the Redeveloper at the time and place of closing for each Parcel and upon payment of the Purchase Price for that Parcel 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 once it is returned to the tax rolls as a result of the contemplated sale.
- 2.4      Recording of Deed.** Upon delivery of each executed Deed, the Redeveloper will promptly file the 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 Deeds.
- 2.5      Title Evidence.** On or before the first closing, the Authority shall make available to the Redeveloper, or the Redeveloper’s attorney, a title insurance commitment for the Property 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 premiums.
- 2.6      Closing Costs.** The Authority shall pay one-half of the any fees charged by the closing agent and one-half of any costs to obtain a title commitment. The Redeveloper shall pay one-half of any fees charged by the closing agent, one-half of the costs to obtain a title commitment, the full cost of any 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 two new single-family residences on the Property 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, constructed, and landscaped in substantial conformance to all applicable City regulations.

**3.2 Submittal of Redevelopment Plan.** The Redeveloper shall, no later than sixty (60) days before the date construction is to commence 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 the residences 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 to the Authority and the Authority's approval of that Redevelopment Plan must occur prior to the date construction is to commence pursuant to Section 3.6 below. An approved Redevelopment Plan is a condition precedent to the Authority's obligation to convey any Parcel 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 the Redevelopment Plan, or if the Redeveloper desires to make any substantial or material change in the 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 first residence shall commence on or before December 1, 2018 and shall be completed on or before December 1, 2019. Construction of the second residence shall commence on or before December 1, 2019 and shall be completed on or before December 1, 2020.
- 3.7 Progress Reports.** Subsequent to conveyance of any Parcel 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 ancillary Improvements, the Authority will furnish the Redeveloper with an appropriate instrument certifying satisfactory completion of the same for the Parcel on which that residence has been constructed. 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 Deeds with respect to construction of the residence and Improvements on that Parcel. 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 Deeds 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 Deeds 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 or any portion thereof, 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 or any portion thereof.
- (b) The agreements and covenants provided in Section 4.1(a) shall remain in effect from the date of the Deeds 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 any portion 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 or any Parcel, 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 to pay 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 or any portion thereof. The parties agree that the rights of the Authority, except for those rights stipulated in the covenants in the Deeds, shall be subordinate to the rights of any lender holding a construction loan or first mortgage on the Property or any Parcel. 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 Parcel, 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 Parcel, or any part or interest in the any portion of the Property or this Agreement, without the prior written approval of the Authority. The Redeveloper shall be free to transfer the Property or any part or interest in the Property, without written consent of the Authority following the issuance by the Authority of the Certificate of Completion covering the Property, portion thereof, or part or interest therein being transferred, as set forth in Section 3.6; provided, transferees expressly assumes any outstanding obligations of the Redeveloper under this Agreement as to the portion or interest in the Property transferred.

**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 Parcel) 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 residence and/or Improvements for the Property (or any Parcel) on a basis and on terms that would generally be considered satisfactory for developers for the residence 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 Parcel, 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 Parcel, 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 Parcel, 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 pursuant to Section 3.2 by the Commencement Date for the each residence 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 Parcel not yet conveyed 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 as to the Property or that Parcel remaining unconveyed.

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

In the event that subsequent to conveyance of a Parcel to the Redeveloper and prior to completion of both residences and/or Improvements on that Parcel, 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 on that Parcel 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 that Parcel 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 Parcel, 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 that Parcel subject to the conditions listed above and to terminate (and revest in the Authority) the estate conveyed by the Deed conveying Parcel to the Redeveloper, and the Authority may, at its sole discretion, terminate the Agreement as to Parcels unconveyed, in which event neither the Redeveloper nor the Authority shall have any further rights against or liability to the other under this Agreement as to the Parcels remaining unconveyed; provided, that any 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 portion of any Parcel on which a residence and Improvements to be constructed thereon have been completed in accordance with this Agreement and for which a Certificate of Completion is issued therefor as provided in Section 3.8 hereof.

**5.4 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:

Oklahoma City Housing Services Redevelopment Corporation  
d/b/a Positively Paseo  
400 Northwest 23<sup>rd</sup> Street  
Oklahoma City, Oklahoma 73103; 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 Deeds.** None of the provisions of this Agreement are intended to or shall be merged by reason of any deed transferring title to the Property or any portion thereof 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 3, 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

\_\_\_\_\_  
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 \_\_\_\_\_, 20\_\_\_\_, 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)

**REDEVELOPER:**                   **OKLAHOMA CITY HOUSING SERVICES  
REDEVELOPMENT CORPORATION,**  
d/b/a POSITIVELY PASEO  
an Oklahoma not-for-profit corporation

\_\_\_\_\_  
Sheryl Lovelady, 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 \_\_\_\_\_, 20\_\_\_\_, personally appeared Sheryl Lovelady, to me known to be the identical person who executed the foregoing instrument as the Executive Director of the Oklahoma City Housing Services Redevelopment Corporation (d/b/a Positively Paseo), and acknowledged to me that she executed the same as her free and voluntary act on behalf of the Oklahoma City Housing Services Redevelopment Corporation (d/b/a Positively Paseo), 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**

All of Lots Eleven (1) and Twelve (12) in Block One (1) in ROANOKE PLACE ADDITION, in Oklahoma City, Oklahoma, according to the recorded plat thereof;

and

All of Lot Thirteen (13) in Block Ten (10) in MCNABB PARK ADDITION to Oklahoma City, Oklahoma, according to the recorded plat thereof.

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

[insert title exceptions from title commitment]

**SCHEDULE C  
FORM OF DEED**

[insert form deed]

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

Oklahoma City Housing Services Redevelopment  
Corporation, d/b/a Positively Paseo  
400 N.W. 23<sup>rd</sup> St.  
Oklahoma City, OK 73103

**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 Northeast Renaissance Urban Renewal Plan ("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 Oklahoma City Housing Services Redevelopment Corporation (d/b/a Positively Paseo) have heretofore entered into a Contract for Sale of Land and Redevelopment, dated \_\_\_\_\_, 2018 ("Redevelopment Agreement"), whereby Oklahoma City Housing Services Redevelopment Corporation (d/b/a Positively Paseo) 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 **OKLAHOMA CITY HOUSING SERVICES REDEVELOPMENT CORPORATION** (d/b/a Positively Paseo)

("Grantee").

**WITNESSETH:**

That, for and in consideration of the sum of \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_) 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 itself and its successors, assigns, grantees 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 Redevelopment Plan approved by the Grantor in accordance with Article 3 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 Redevelopment Plan and shall prosecute diligently the construction of said improvements to completion: provided, that in any event, construction shall be commenced and completed no later than the dates listed in

Section 3.6 of the Redevelopment Agreement.

**FOURTH:** Until the Grantor certifies that all the aforesaid improvements specified to be done and made by the Grantee have been completed by issuing a Certificate of Completion for the property hereby conveyed pursuant to Section 3.8 of the Redevelopment Agreement, 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 itself 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.

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 its 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 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 revesting of title thereto in the Grantor or to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults, or acts of the Grantee, its successors, or transferees; any expenditures made or obligations incurred with respect to the making or completion of the improvements or any part thereof on the property or part thereof; and any amounts otherwise owing the Grantor by the Grantee and its successors or transferees; and

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

Promptly after the completion of the above-mentioned improvements in accordance with the provisions of the construction plans, the Grantor will furnish the 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 its 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 has 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 certifies with reference to its execution and delivery of this Special Warranty Deed.

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

*[SIGNATURE PAGES TO FOLLOW]*



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

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

**ACKNOWLEDGMENT**

STATE OF OKLAHOMA                    )  
  ) ss.  
COUNTY OF OKLAHOMA                )

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

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

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

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

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

an Oklahoma not-for-profit corporation d/b/a Positively Paseo,  
“Grantee”

## **ACKNOWLEDGMENT**

Before me, a Notary Public in and for said State, on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared Sheryl Lovelady, to me known to be the identical person who subscribed the name of the Grantee to the foregoing instrument as its Executive Director, and acknowledged to me that she executed the same as her free and voluntary act, and as the free and voluntary act and deed of Oklahoma City Housing Services Redevelopment Corporation, an Oklahoma not-for-profit corporation d/b/a Positively Paseo, for the uses and purposes therein set forth.

NOTARY PUBLIC

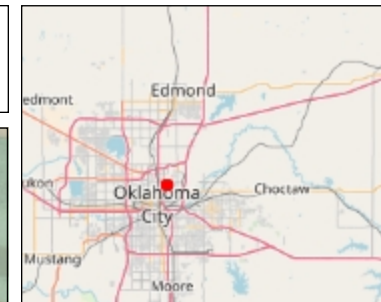
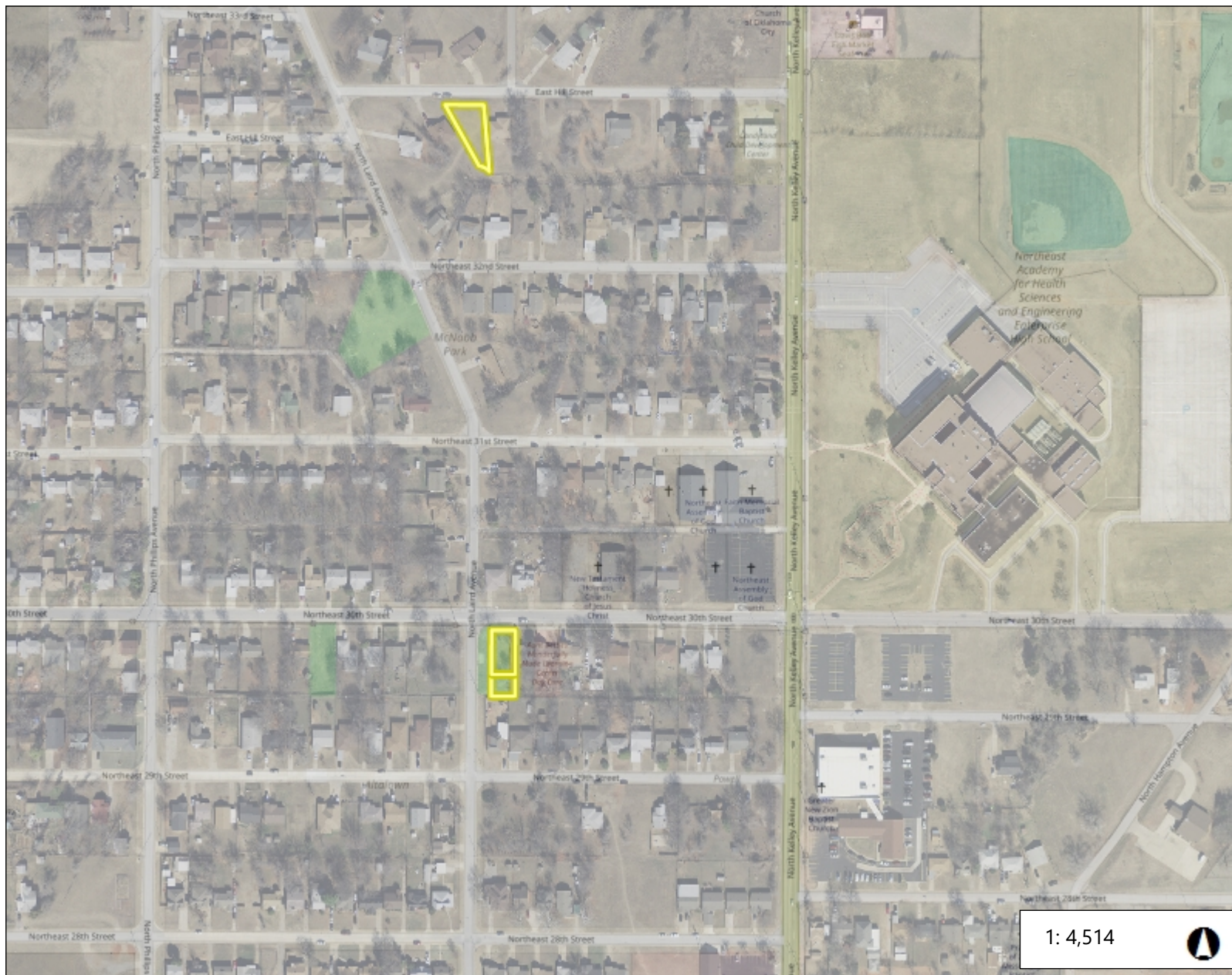
My Commission Expires: \_\_\_\_\_

**EXHIBIT A**  
**LEGAL DESCRIPTION OF PROPERTY**


[Insert appropriate legal description of Parcel being conveyed]

**EXHIBIT B**  
**TITLE EXCEPTIONS**

[Insert title exceptions from title commitment applicable to Parcel being conveyed]



### Legend

 OK County Boundary

### Notes

Enter Map Description

0.1 0 0.07 0.1 Miles

WGS\_1984\_Web\_Mercator\_Auxiliary\_Sphere  
© OpenStreetMap contributors

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**THIS MAP IS NOT TO BE USED FOR NAVIGATION**

**OKLAHOMA CITY**

**URBAN**

**RENEWAL**

**AUTHORITY**

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To: Board of Commissioners  
From: Catherine O'Connor, Executive Director  
Date: September 19, 2018  
Ref: Resolution approving a Redevelopment Agreement with Jay London Homes, LLC for Three Single-Family Residences on Property Located Generally Near the Intersection of Northeast 12<sup>th</sup> Street and North Fonshill Avenue, John F. Kennedy Urban Renewal Plan

**Background:** In June 2015, OCURA issued a Request for Proposals from prospective homeowners for development of single-family residential homes on scattered lots in the JFK Urban Renewal Area. Jay London Homes, LLC, ("Redeveloper") proposed to build three single-family residential homes on OCURA property near the intersection of N.E. 12<sup>th</sup> Street and N. Fonshill Avenue located in the John F. Kennedy Urban Renewal Project Area in accordance with design guidelines established by OCURA. The Redeveloper propose to build the homes on lots in the Culbertson's East Highland and Bath Orchard Additions. A redevelopment agreement has been negotiated.

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

**Staff Recommendation:** Approval of Resolution

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

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

**RESOLUTION APPROVING A REDEVELOPMENT AGREEMENT WITH JAY LONDON HOMES, LLC, FOR THREE SINGLE-FAMILY RESIDENCES ON PROPERTY LOCATED GENERALLY NEAR THE INTERSECTION OF NORTHEAST 12<sup>TH</sup> STREET AND NORTH FONSHILL AVENUE, JOHN F. KENNEDY URBAN RENEWAL PLAN**

---

**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**, Jay London Homes, LLC, an Oklahoma limited liability company (“Redevelopment”), has submitted a proposal for residential development on three parcels of real property in the Project Area near the intersection of Northeast 12<sup>th</sup> Street and North Fonshill Avenue more particularly described as shown on Exhibit A to this Resolution (collectively, “Property”); and

**WHEREAS**, Authority staff has negotiated a Contract for Sale of Land and Redevelopment (“Redevelopment Agreement”) with the Redeveloper and recommends the Redevelopment Agreement for approval; and

**WHEREAS**, the proposed purchase price contained in the proposed Redevelopment Agreement are 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; 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 is authorized to execute the Redevelopment Agreement and to take such actions and execute such documents as may be necessary to undertake the redevelopment in accordance with the approved Redevelopment Agreement, including making such modifications and corrections as are advised by Legal Counsel and are necessary and desirable.
2. The Officers of the Authority, Executive Director, and Legal Counsel are authorized to execute such documents and take such actions as may be necessary or appropriate to implement this authorization and to implement the provisions of the Redevelopment Agreement.

3. The purchase price for each of the parcels to be conveyed pursuant to the Redevelopment Agreement shall reflect an appraisal value of \$0.60/square foot, which is determined to be an amount not less than the fair value of the Property for uses in accordance with the Urban Renewal Plan the current reuse appraisal currently on file.
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 at the Arts District Garage Conference Room, 431 West Main, Suite B, Oklahoma City, Oklahoma 73102, on the **19<sup>th</sup>** day of **September, 2018**; that said meeting was held in accordance with the By-Laws of the Authority and the Oklahoma Open Meetings Act; that any notice required to be given of such meeting was properly given; that a quorum was present at all times during said meeting; and that the Resolution was duly adopted by a majority of the Commissioners present.

---

SECRETARY

(SEAL)



**Exhibit A**  
**Legal Description of the Property**

All of Lots One (1) through Four (4) in Block Fourteen (14) in CULBERTSONS EAST HIGHLAND ADDITION, in Oklahoma City, Oklahoma, according to the recorded plat thereof;

and

All of Lots Five (5) and Six (6) in Block Three (3) in BATH ORCHARD ADDITION to Oklahoma City, Oklahoma, according to the recorded plat thereof; SUBJECT to easements and restrictions of record; LESS AND EXCEPT all oil, gas and other mineral interests previously conveyed or reserved of record.

**CONTRACT FOR SALE OF LAND AND REDEVELOPMENT**

**BETWEEN**

**OKLAHOMA CITY URBAN RENEWAL AUTHORITY**

**AND**

**JAY LONDON HOMES, LLC**

**CONTRACT FOR SALE OF LAND AND REDEVELOPMENT  
BETWEEN  
OKLAHOMA CITY URBAN RENEWAL AUTHORITY  
AND  
JAY LONDON HOMES, LLC**

This CONTRACT FOR SALE OF LAND AND REDEVELOPMENT (“Agreement”) is made this \_\_\_\_ day of \_\_\_\_\_, 2018 (“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 JAY LONDON HOMES, LLC, an Oklahoma limited liability company, having a mailing address of P.O. Box 1237, Newcastle, Oklahoma 73065 (“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 real property located in the Project Area, as more particularly described in Schedule A annexed hereto and made a part hereof (individually, “Parcel”, and collectively, “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, Purchase Price representing 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 for each Parcel shall be delivered to the Authority in certified funds on the date of closing for each portion of the Property.

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

- 2.1      Form of Deed.** The Authority will convey to the Redeveloper title to the Property by Special Warranty Deeds (individually, “Deed,” and collectively, “Deeds”) in substantially the form shown on attached Schedule B. This conveyances 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 Deeds.
- 2.2      Time and Place for Delivery of Deeds.** Each Deed will be delivered to the Redeveloper at the time and place of closing for each portion of the Property and upon payment of the Purchase Price for that portion of the Property 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 once it is returned to the tax rolls as a result of the contemplated sale.
- 2.4      Recordation of Deed.** Upon delivery of each 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 Deeds.
- 2.5      Title Evidence.** On or before the first closing, the Authority shall make available to the Redeveloper, or the Redeveloper’s attorney, a title insurance commitment for the Property 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 premiums.
- 2.6      Closing Costs.** The Authority shall pay one-half of the any fees charged by the closing agent and one-half of any costs to obtain a title commitment. The Redeveloper shall pay one-half of any fees charged by the closing agent, one-half of the costs to obtain a title commitment, the full cost of any 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 three new single-family residences on the Property 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, constructed, and landscaped in substantial conformance to all applicable City regulations.

**3.2 Submittal of Redevelopment Plan.** The Redeveloper shall, no later than sixty (60) days before the date construction is to commence on each Parcel 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 the residences 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 Plans 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 each Redevelopment Plan.

**3.4 Approved Redevelopment Plans Required Prior to Commencement Date, Condition Precedent to Conveyance.** The Redeveloper's submittal of a Redevelopment Plan to the Authority and the Authority's approval of that Redevelopment Plan must occur prior to the date construction is to commence on each Parcel pursuant to Section 3.6 below. An approved Redevelopment Plan is a condition precedent to the Authority's obligation to convey any Parcel 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 the Redevelopment Plan, or if the Redeveloper desires to make any substantial or material change in the 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 first residence shall commence on or before December 1, 2018 and shall be completed on or before December 1, 2019. Construction of the second residence shall commence within thirty (30) days of the Redeveloper's sale of the first residence and shall be completed within one (1) year of its commencement date. Construction of the third residence shall commence within thirty (30) days of the Redeveloper's sale of the second residence and shall be completed within one (1) year of its commencement date. All three residences shall be completed on or before December 1, 2022.
- 3.7 Progress Reports.** Subsequent to conveyance of any Parcel 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 ancillary Improvements, the Authority will furnish the Redeveloper with an appropriate instrument certifying satisfactory completion of the same for the Parcel on which that residence has been constructed. 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 on that Parcel. 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 Deeds 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 Deeds 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 or any Parcel, 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 or any Parcel.
- (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 any Parcel.

**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 or any Parcel, 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 to pay 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 or any Parcel. 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 or any Parcel. 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 Parcel, 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 Parcel, or any part or interest in the any portion of the Property or this Agreement, without the prior written approval of the Authority. The Redeveloper shall be free to transfer the Property or any Parcel, part or

interest in the Property, without written consent of the Authority following the issuance by the Authority of the Certificate of Completion covering the Property, Parcel, or part or interest therein being transferred, as set forth in Section 3.6; provided, transferees expressly assumes any outstanding obligations of the Redeveloper under this Agreement as to the portion or interest in the Property transferred.

## **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 each Parcel 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 residence and/or Improvements for that Parcel on a basis and on terms that would generally be considered satisfactory for developers for the residence 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 that Parcel, 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 that Parcel 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 that Parcel, 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 pursuant to Section 3.2 by the Commencement Date for each residence 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 that Parcel or any portion of the Property not yet conveyed 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 as to the portion of the Property not yet conveyed.

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

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

- (a) The Redeveloper shall default in or violate its obligations with respect to the construction of the residence or Improvements on that Parcel 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 that Parcel 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 that Parcel, 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 that Parcel and to terminate (and revest in the Authority) the estate conveyed by that Parcel's Deed to the Redeveloper, and may, at its sole discretion, terminate the Redevelopment Agreement as to any Parcel or portion of the Property not yet conveyed; provided, that any 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 Parcels on which the residence or Improvements to be constructed thereon have been completed in accordance with this

Agreement and for which a Certificate of Completion is issued therefor as provided in Section 3.8 hereof.

**5.4 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:

Jay London Homes, LLC  
Post Office Box 1237  
Newcastle, Oklahoma 73065; 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 Deeds.** None of the provisions of this Agreement are intended to or shall be merged by reason of any deed transferring title to the Property or any portion thereof 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 3, 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

\_\_\_\_\_  
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 \_\_\_\_\_, 20\_\_\_\_, 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)



**REDEVELOPER:**

**JAY LONDON HOMES, LLC,**  
an Oklahoma limited liability company

\_\_\_\_\_  
Jay London, Authorized Member / Owner

**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 \_\_\_\_\_, 20\_\_\_\_, personally appeared Jay London, to me known to be the identical person who executed the foregoing instrument as the Authorized Member and Owner of Jay London Homes, LLC, and acknowledged to me that he executed the same as his free and voluntary act on behalf of Jay London Homes, LLC, 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**

All of Lots One (1) through Four (4) in Block Fourteen (14) in CULBERTSONS EAST HIGHLAND ADDITION, in Oklahoma City, Oklahoma, according to the recorded plat thereof;

and

All of Lots Five (5) and Six (6) in Block Three (3) in BATH ORCHARD ADDITION to Oklahoma City, Oklahoma, according to the recorded plat thereof; SUBJECT to easements and restrictions of record; LESS AND EXCEPT all oil, gas and other mineral interests previously conveyed or reserved of record.

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

[insert title exceptions from title commitment]

**SCHEDULE C  
FORM OF DEED**

[insert form deed]

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

Jay London Homes, LLC  
P.O. Box 1237  
Newcastle, OK 73065

**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 Jay London Homes, LLC have heretofore entered into a Contract for Sale of Land and Redevelopment, dated September \_\_\_\_, 2018 ("Redevelopment Agreement"), whereby Jay London Homes, LLC 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 **JAY LONDON HOMES, LLC** ("Grantee").

**WITNESSETH:**

That, for and in consideration of the sum \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_) 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 itself and its successors, assigns, grantees 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 Redevelopment Plan approved by the Grantor in accordance with Article 3 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 Redevelopment Plan and shall prosecute diligently the construction of said improvements to completion: provided, that in any event, construction shall be commenced and completed no later than the dates listed in Section 3.6 of the Redevelopment Agreement.

**FOURTH:** Until the Grantor certifies that all the aforesaid improvements specified to be

done and made by the Grantee have been completed by issuing a Certificate of Completion for the property hereby conveyed pursuant to Section 3.8 of the Redevelopment Agreement, 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 itself 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.

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 its 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 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 revesting of title thereto in the Grantor or to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults, or acts of the Grantee, its successors, or transferees; any expenditures made or obligations incurred with respect to the making or completion of the improvements or any part thereof on the property or part thereof; and any amounts otherwise owing the Grantor by the Grantee and its successors or transferees; and

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

Promptly after the completion of the above-mentioned improvements in accordance with the provisions of the construction plans, the Grantor will furnish the 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 its 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 has 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 certifies with reference to its execution and delivery of this Special Warranty Deed.

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

*[SIGNATURE PAGES TO FOLLOW]*

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

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

**ACKNOWLEDGMENT**

STATE OF OKLAHOMA                    )  
  ) ss.  
COUNTY OF OKLAHOMA                )

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

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

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

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

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

**JAY LONDON HOMES, LLC,**  
an Oklahoma limited liability company, "*Grantee*"

By: \_\_\_\_\_  
Jay London, Authorized Member / Owner

**ACKNOWLEDGMENT**

STATE OF OKLAHOMA                    )  
  ) ss.  
COUNTY OF OKLAHOMA                )

Before me, a Notary Public in and for said State, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared Jay London, to me known to be the identical person who subscribed the name of the Grantee to the foregoing instrument as its Authorized Member and Owner, and acknowledged to me that he executed the same as his free and voluntary act, and as the free and voluntary act and deed of Jay London Homes, LLC, an Oklahoma limited liability company, for the uses and purposes therein set forth.

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

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

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

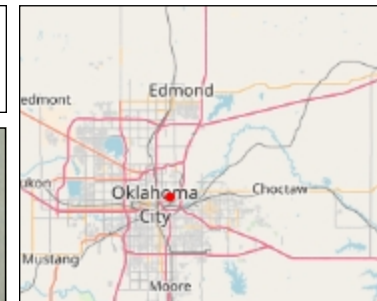
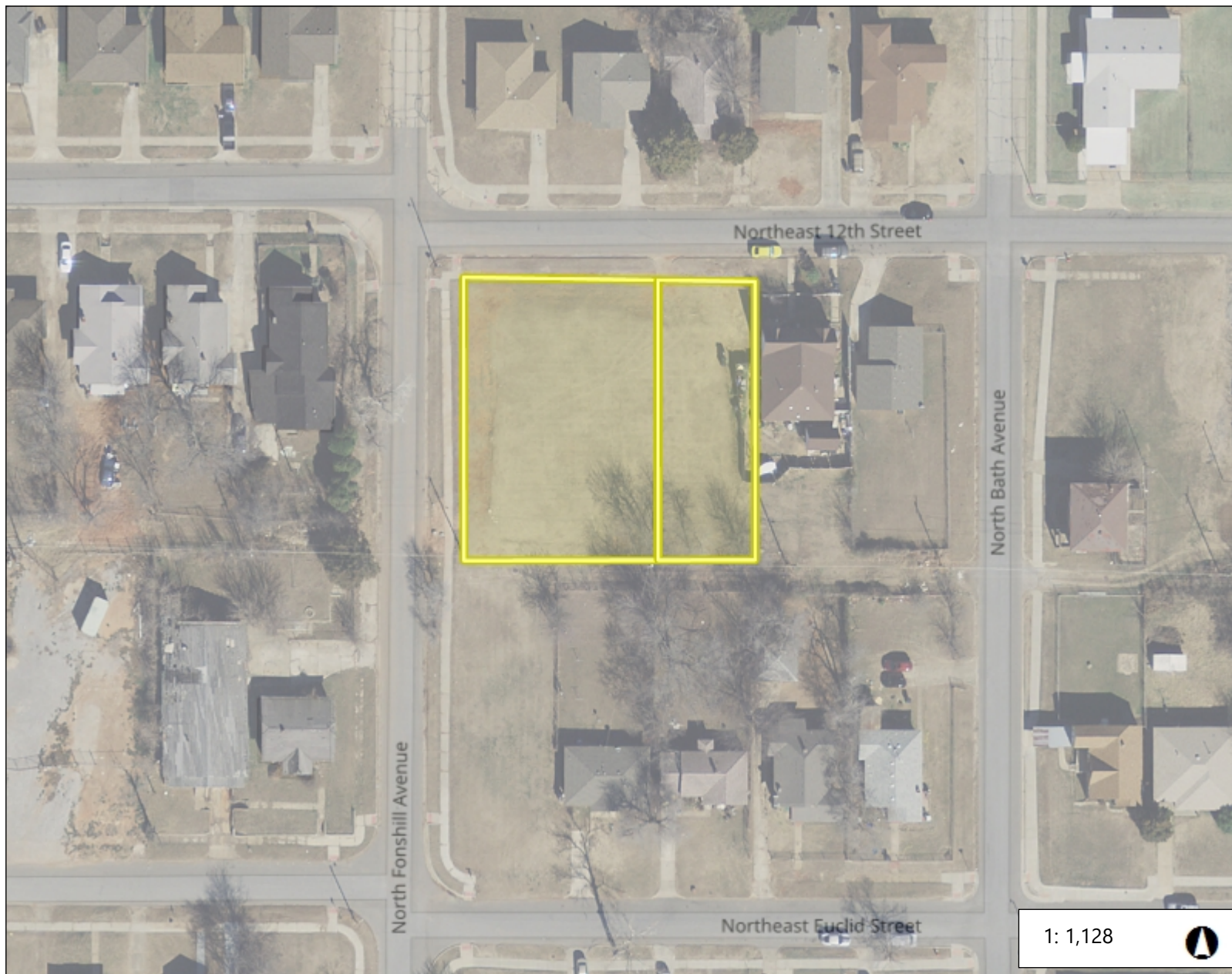
My Commission Expires: \_\_\_\_\_

**EXHIBIT A**  
**LEGAL DESCRIPTION OF PROPERTY**

[Insert appropriate legal description of Parcel being conveyed]

**EXHIBIT B**  
**TITLE EXCEPTIONS**

[Insert title exceptions from title commitment applicable to Parcel being conveyed]



#### Legend

 OK County Boundary

1: 1,128



0.0 0 0.02 0.0 Miles

WGS\_1984\_Web\_Mercator\_Auxiliary\_Sphere  
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This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

**THIS MAP IS NOT TO BE USED FOR NAVIGATION**

#### Notes

Enter Map Description

## **OKLAHOMA CITY**

URBAN

RENEWAL

AUTHORITY

---

To: Board of Commissioners  
From: Catherine O'Connor, Executive Director  
Date: September 19, 2018  
Ref: Resolution Accepting the Proposal by BKD, LLP to Provide an Audit of Accounts for the Fiscal Year Ending June 30, 2018

**Background:** On March 12, 2014, OCURA published a Request for Audit Proposals. The proposal from BKD, LLC was accepted. At the discretion of the Board of Commissioners, the firm selected may be retained for up to five years. BKD, LLP has submitted a proposal to audit the activities of OCURA for the fiscal year ending June 30, 2018 for Twenty-eight Thousand One-hundred sixty Dollars (\$28,160.00), plus travel and expenses associated with performing the audit. There is a \$2110 increase in fees compared to the previous year's proposal.

**Purpose of Agenda Item:** The resolution for consideration approves the acceptance of the proposal by BKD, LLP to audit the activities of OCURA for the fiscal year ending June 30, 2018, for Twenty-eight Thousand One-hundred sixty Dollars (\$28,160.00), plus travel and expenses associated with performing the audit.

**Staff Recommendation:** Approval of Resolution

**Attachments:** BKD, LLP Engagement Letter

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

**RESOLUTION ACCEPTING THE PROPOSAL BY BKD, LLP TO PROVIDE AN AUDIT OF ACCOUNTS FOR THE FISCAL YEAR ENDING JUNE 30, 2018**

---

**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

**WHEREAS**, pursuant to the Oklahoma Urban Redevelopment Law, the powers of the Authority are vested in and shall be exercised by the Board of Commissioners; and

**WHEREAS**, the Authority may employ such experts and other consultants as it may require, and it may contract for any services necessary to its operation; and

**WHEREAS**, in response to invitations for audit proposals, the Authority accepted proposals from BKD, LLP to audit the financial activities of the Authority for the fiscal years ending June 30, 2014; June 30, 2015, June 30, 2016; and June 20, 2017; and

**WHEREAS**, based on the last four years’ experience, it is appropriate and desirable to accept the proposal from BKD, LLP to audit the financial activities of the Authority for the fiscal year ending June 30, 2018, for an amount not to exceed \_\_\_\_\_ Thousand, \_\_\_\_\_ Dollars (\$\_\_\_\_\_), plus travel and expenses associated with performing the audit; and

**WHEREAS**, the Board of Commissioners of the Authority deems it appropriate and desirable to accept the proposal submitted by BKD, LLP to audit the financial activities of the Authority for the fiscal year ending June 30, 2018.

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

1. The proposal by BKD, LLP to audit the financial activities of the Authority for the fiscal year ending June 30, 2018, for an amount not to exceed \_\_\_\_\_ Thousand, \_\_\_\_\_ Dollars (\$\_\_\_\_\_), plus travel and expenses associated with performing the audit, is hereby accepted and approved.
2. The Officers, Executive Director, and Legal Counsel of the Authority are authorized to execute such documents and take such actions as may be necessary or appropriate to implement this authorization.

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 at the Arts District Garage Conference Room, 431 West Main Street, Suite B, Oklahoma City, Oklahoma 73102, on the **19<sup>th</sup>** day of **September, 2018**; 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)

June 15, 2018

Audit Committee and Board of Commissioners  
Ms. Catherine O'Connor, Executive Director  
Ms. Geri Harlan, Chief Financial Officer  
Oklahoma City Urban Renewal Authority  
105 N. Hudson Avenue, Suite 101  
Oklahoma City, OK 73102

We are pleased to confirm the arrangements of our engagement and the nature of the services we will provide to the OKLAHOMA CITY URBAN RENEWAL AUTHORITY (OCURA).

### **Engagement Objectives and Scope**

We will audit the basic financial statements of OCURA as of and for the year ended June 30, 2018, and the related notes to the financial statements.

Our audit will be conducted with the objectives of:

- Expressing an opinion on the financial statements
- Issuing a report on your compliance based on the audit of your financial statements
- Issuing a report on your internal control over financial reporting based on the audit of your financial statements
- Expressing an opinion on your compliance, in all material respects, with the types of compliance requirements described in the U.S. Office of Management and Budget (OMB) *Compliance Supplement* that are applicable to each of your major federal award programs
- Issuing a report on your internal control over compliance based on the audit of your compliance with the types of compliance requirements that are applicable to each of your major federal award programs
- Issuing a report on your schedule of expenditures of federal awards

Audit Committee and Board of Commissioners  
Ms. Catherine O'Connor, Executive Director  
Ms. Geri Harlan, Chief Financial Officer  
Oklahoma City Urban Renewal Authority  
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## **Our Responsibilities**

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards require that we plan and perform:

- The audit of the financial statements to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether caused by fraud or error
- The audit of compliance with the types of compliance requirements described in the *OMB Compliance Supplement* applicable to each major federal award program to obtain reasonable rather than absolute assurance about whether noncompliance having a direct and material effect on a major federal award program occurred

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to error or fraud. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance having a direct and material effect may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS.

In making our risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit. Also, in the future, procedures could become inadequate because of changes in conditions or deterioration in design or operation. Two or more people may also circumvent controls, or management may override the system.

Audit Committee and Board of Commissioners  
Ms. Catherine O'Connor, Executive Director  
Ms. Geri Harlan, Chief Financial Officer  
Oklahoma City Urban Renewal Authority  
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We are available to perform additional procedures with regard to fraud detection and prevention at your request, subject to completion of our normal engagement acceptance procedures. The actual terms and fees of such an engagement would be documented in a separate letter to be signed by you and BKD.

Michael Madsen, senior manager, is responsible for supervising the engagement and authorizing the signing of the report or reports.

We will issue a written report upon completion of our audit of OCURA's financial statements. Our report will be addressed to the Board of Commissioners of OCURA. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis of matter or other matter paragraph(s) or withdraw from the engagement. If we discover conditions that may prohibit us from issuing a standard report, we will notify you as well. In such circumstances, further arrangements may be necessary to continue our engagement.

We will also express an opinion on whether the combining general fund financial statements – modified cash basis (supplementary information) is fairly stated, in all material respects, in relation to the financial statements as a whole.

### **Your Responsibilities**

Our audit will be conducted on the basis that management acknowledges and understands that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America
2. For the design, implementation and maintenance of internal control relevant to the preparation and fair presentation acknowledges and understands of financial statements that are free from material misstatement, whether due to fraud or error
3. For identifying and ensuring compliance with the laws, regulations, contracts and grants applicable to your activities (including your federal award programs)
4. To provide us with:
  - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation and other matters
  - b. Additional information that we may request from management for the purpose of the audit
  - c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence

Audit Committee and Board of Commissioners  
Ms. Catherine O'Connor, Executive Director  
Ms. Geri Harlan, Chief Financial Officer  
Oklahoma City Urban Renewal Authority  
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As part of our audit process, we will request from management written confirmation acknowledging certain responsibilities outlined in this engagement letter and confirming:

- The availability of this information
- Certain representations made during the audits for all periods presented
- The effects of any uncorrected misstatements, if any, resulting from errors or fraud aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole

The results of our tests of compliance and internal control over financial reporting performed in connection with our audit of the financial statements may not fully meet the reasonable needs of report users. Management is responsible for obtaining audits, examinations, agreed-upon procedures or other engagements that satisfy relevant legal, regulatory or contractual requirements or fully meet other reasonable user needs.

With regard to supplementary information:

- Management is responsible for its preparation in accordance with applicable criteria.
- Management will provide certain written representations regarding the supplementary information at the conclusion of our engagement.
- Management will include our report on this supplementary information in any document that contains this supplementary information and indicates we have reported on the supplementary information.
- Management will make the supplementary information readily available to intended users if it is not presented with the audited financial statements.

### **Other Services**

We will provide you with the following nonattest services:

- Preparing a draft of the financial statements and related notes
- Assistance with formatting and printing financial statements

In addition, we may perform other services for you not covered by this engagement letter. You agree to assume full responsibility for the substantive outcomes of the services described above and for any other services that we may provide, including any findings that may result. You also acknowledge that those services are adequate for your purposes and that you will establish and monitor the performance of those services to ensure that they meet management's objectives.

Audit Committee and Board of Commissioners  
Ms. Catherine O'Connor, Executive Director  
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Oklahoma City Urban Renewal Authority  
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Any and all decisions involving management responsibilities related to those services will be made by you, and you accept full responsibility for such decisions. We understand that you will designate a management-level individual to be responsible and accountable for overseeing the performance of those services, and that you will have determined this individual is qualified to conduct such oversight.

### **Engagement Fees**

The fee for our services will be \$28,160. In addition, you will be billed travel costs and fees for services from other professionals, if any, as well as an administrative fee of 4% to cover items such as copies; postage and other delivery charges; supplies; technology-related costs, such as computer processing, software licensing, research and library databases; and similar expense items.

Our fees are based upon the understanding that your personnel will be available to assist us and that our work can be performed within the period of October 1 to October 5, 2018. Assistance from your personnel is expected to include:

- Preparing audit schedules to support all significant balance sheet and certain other accounts
- Responding to auditor inquiries
- Preparing confirmation and other letters
- Pulling selected invoices and other documents from files
- Helping to resolve any differences or exceptions noted

We will provide you with a detailed list of assistance and schedules required and the date such assistance and schedules are to be provided before the audit begins. All schedules should be provided in electronic form unless indicated otherwise.

Our timely completion of the audit depends on your timely and accurate schedule and analyses preparation and on the availability of your personnel to provide other assistance. If there are inaccuracies or delays in preparing this material, or if we experience other assistance difficulties that add a significant amount of time to our work, our fees will increase.

Our pricing for this engagement and our fee structure are based upon the expectation that our invoices will be paid promptly. We will issue progress billings during the course of our engagement, and payment of our invoices is due upon receipt. Interest will be charged on any unpaid balance after 30 days at the rate of 10% per annum.

Audit Committee and Board of Commissioners  
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Oklahoma City Urban Renewal Authority  
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Our engagement fees do not include any time for postengagement consultation with your personnel or third parties, consent letters and related procedures for the use of our reports in offering documents, inquiries from regulators or testimony or deposition regarding any subpoena. Charges for such services will be billed separately.

Our fees may also increase if our duties or responsibilities are increased by rulemaking of any regulatory body or any additional new accounting or auditing standards.

If our invoices for this or any other engagement you may have with BKD are not paid within 30 days, we may suspend or terminate our services for this or any other engagement. In the event our work is suspended or terminated as a result of nonpayment, you agree we will not be responsible for any consequences to you.

### **Other Engagement Matters and Limitations**

BKD is not acting as your municipal advisor under Section 15B of the *Securities Exchange Act of 1934*, as amended. As such, BKD is not recommending any action to you and does not owe you a fiduciary duty with respect to any information or communications regarding municipal financial products or the issuance of municipal securities. You should discuss such information or communications with any and all internal or external advisors and experts you deem appropriate before acting on any such information or material provided by BKD.

Our workpapers and documentation retained in any form of media for this engagement are the property of BKD. We can be compelled to provide information under legal process. In addition, we may be requested by regulatory or enforcement bodies to make certain workpapers available to them pursuant to authority granted by law or regulation. You agree that we have no legal responsibility to you in the event we provide such documents or information.

You agree to indemnify and hold harmless BKD and its personnel from any claims, liabilities, costs and expenses relating to our services under this agreement attributable to false or incomplete representations by management, except to the extent determined to have resulted from the intentional or deliberate misconduct of BKD personnel.

You agree that any dispute regarding this engagement will, prior to resorting to litigation, be submitted to mediation upon written request by either party. Both parties agree to try in good faith to settle the dispute in mediation. The American Arbitration Association will administer any such mediation in accordance with its Commercial Mediation Rules. The results of the mediation proceeding shall be binding only if each of us agrees to be bound. We will share any costs of mediation proceedings equally.

Audit Committee and Board of Commissioners  
Ms. Catherine O'Connor, Executive Director  
Ms. Geri Harlan, Chief Financial Officer  
Oklahoma City Urban Renewal Authority  
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Either of us may terminate these services at any time. Both of us must agree, in writing, to any future modifications or extensions. If services are terminated, you agree to pay us for time expended to date. In addition, you will be billed travel costs and fees for services from other professionals, if any, as well as an administrative fee of 4% to cover items such as copies; postage and other delivery charges; supplies; technology-related costs, such as computer processing, software licensing, research and library databases; and similar expense items.

If any provision of this agreement is declared invalid or unenforceable, no other provision of this agreement is affected and all other provisions remain in full force and effect.

This engagement letter represents the entire agreement regarding the services described herein and supersedes all prior negotiations, proposals, representations or agreements, written or oral, regarding these services. It shall be binding on heirs, successors and assigns of you and BKD.

We may from time to time utilize third-party service providers, *e.g.*, domestic software processors or legal counsel, or disclose confidential information about you to third-party service providers in serving your account. We remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures and safeguards to protect the confidentiality of your information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information. In the event we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider.

You may desire to receive peer group benchmarking and higher education institution comparison reports (Benchmarking Reports) as they become available via BKD ClientLink. These Benchmarking Reports are anonymous and aggregate reports that are prepared by iLumen, Inc. (iLumen) and represent the average performance of other peer institutions. Individual institution data is never disclosed.

In exchange, you agree that your financial information will be available to BKD and iLumen and its customers on a continuing basis for possible inclusion in anonymous, aggregated benchmarking analyses, provided your identity cannot be determined from such disclosure.

We will not audit, review, compile or otherwise provide any assurance on the Benchmarking Reports provided to you. Such information is restricted to your use only and may not be shared with third parties including lenders, vendors or customers. We are not responsible for the accuracy and completeness of the information and are not responsible to investigate or verify it.



Audit Committee and Board of Commissioners  
Ms. Catherine O'Connor, Executive Director  
Ms. Geri Harlan, Chief Financial Officer  
Oklahoma City Urban Renewal Authority  
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You may "opt out" of inclusion of your financial metrics in future Benchmarking Reports at any time by delivering written notice to BKD, 1201 Walnut Street, Suite 1700, Kansas City, MO 64106, Attention: Ms. Tondeé Lutterman. You acknowledge by "opting out" of inclusion in future Benchmarking Reports, you will no longer be eligible to receive such reports. On receipt of such "opt out" notice, BKD will make good faith efforts to promptly cease including your institution's financial metrics in future Benchmarking Reports; your institution's financial metrics will not be retroactively removed from previously issued Benchmarking Reports.

We will, at our discretion or upon your request, deliver financial or other confidential information to you electronically via email or other mechanism. You recognize and accept the risk involved, particularly in email delivery as the Internet is not necessarily a secure medium of communication as messages can be intercepted and read by those determined to do so.

You agree you will not modify these documents for internal use or for distribution to third parties. You also understand that we may on occasion send you documents marked as draft and understand that those are for your review purpose only, should not be distributed in any way and should be destroyed as soon as possible.

If you intend to include these financial statements and our report in an offering document at some future date, you agree to seek our permission to do so at that time. You agree to provide reasonable notice to allow sufficient time for us to perform certain additional procedures. Any time you intend to publish or otherwise reproduce these financial statements and our report and make reference to our firm name in any manner in connection therewith, you agree to provide us with printers' proofs or masters for our review and approval before printing or other reproduction. You will also provide us with a copy of the final reproduced material for our approval before it is distributed. Our fees for such services are in addition to those discussed elsewhere in this letter.

You agree to notify us if you desire to place these financial statements or our report thereon along with other information, such as a report by management or those charged with governance on operations, financial summaries or highlights, financial ratios, etc., on an electronic site. You recognize that we have no responsibility as auditors to review information contained in electronic sites.

Any time you intend to reference our firm name in any manner in any published materials, including on an electronic site, you agree to provide us with draft materials for our review and approval before publishing or posting such information.

Audit Committee and Board of Commissioners  
Ms. Catherine O'Connor, Executive Director  
Ms. Geri Harlan, Chief Financial Officer  
Oklahoma City Urban Renewal Authority  
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BKD is a registered limited liability partnership under Missouri law. Under applicable professional standards, partners of **BKD, LLP** have the same responsibilities as do partners in a general accounting and consulting partnership with respect to conformance by themselves and other professionals in BKD with their professional and ethical obligations. However, unlike the partners in a general partnership, the partners in a registered limited liability partnership do not have individual civil liability, directly or indirectly, including by way of indemnification, contribution, assessment or otherwise, for any debts, obligations or liabilities of or chargeable to the registered limited liability partnership or each other, whether arising in tort, contract or otherwise.

*Government Auditing Standards* require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our most recent peer review report accompanies this letter.

Please sign and return the attached copy of this letter to indicate your acknowledgement of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities. If the signed copy you return to us is in electronic form, you agree that such copy shall be legally treated as a "duplicate original" of this agreement.

**BKD, LLP**

*BKD, LLP*

Audit Committee and Board of Commissioners  
Ms. Catherine O'Connor, Executive Director  
Ms. Geri Harlan, Chief Financial Officer  
Oklahoma City Urban Renewal Authority  
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Acknowledged and agreed to on behalf of:

OKLAHOMA CITY URBAN RENEWAL AUTHORITY

By: \_\_\_\_\_  
(Name and Title – Member of Those  
Charge with Governance)

Date: \_\_\_\_\_

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

Date: \_\_\_\_\_

MRM/TJL/dln

KN: 1148659

## Report on the Firm's System of Quality Control

To the Partners of  
BKD, LLP  
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of BKD, LLP (the firm) applicable to engagements not subject to PCAOB inspection in effect for the year ended May 31, 2017. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary). The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

### Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

### Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.


### Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under Single Audit Act; audits of employee benefit plans, audits performed under FDICIA, an audit of carrying broker-dealers, and examinations of service organizations [SOC 1 and SOC 2 engagements].

As part of our peer review, we considered reviews by regulatory entities as communicated to the firm, if applicable, in determining the nature and extent of our procedures.

### Opinion

In our opinion, the system of quality control for the accounting and auditing practice of BKD, LLP applicable to engagements not subject to PCAOB inspection in effect for the year ended May 31, 2017, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. BKD, LLP has received a peer review rating of *pass*.



Baton Rouge, Louisiana  
October 6, 2017

## **OKLAHOMA CITY**

### URBAN RENEWAL AUTHORITY

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To: Board of Commissioners  
From: Catherine O'Connor, Executive Director  
Date: September 19, 2018  
Ref: Authorizing a Community Development Block Grant Operating Agreement with the City Of Oklahoma City for Fiscal Year 2018–2019 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, 2018 through June 30, 2019. The budget is as follows:

**Housing Administration Funds: \$42,954** - This line item is for the administration of federal regulatory requirements associated with a low and moderate income housing project currently being administered by OCURA.

**The Authority Operating Funds: \$788,280** - These funds are used for the day to day operations of OCURA including staff support, property management and disposition.

**Carryover Funds:** The entire 2017-18 CDBG allocation was expended so there are no carryover funds for the 2018-19 fiscal year.

**Program Income: \$317,900** of the program income generated in fiscal years 2018 and 2019 is reallocated to OCURA to be used for projects benefitting low and moderate income areas and individuals.

**Grand Total: \$1,149,134**

**Summary of Agenda Item:** The resolution authorizes the Executive Director to execute the 2018-2019 agreement.

**Recommendation:** Approval of Resolution

**Attachments:** Draft Contract for CDBG Funding for 2018-2019

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

**RESOLUTION AUTHORIZING A COMMUNITY DEVELOPMENT BLOCK GRANT  
OPERATING AGREEMENT WITH THE CITY OF OKLAHOMA CITY FOR FISCAL  
YEAR 2018–2019 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, 2019 (“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, 2019 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 at the Arts District Garage Conference Room, 431 West Main, Suite B, Oklahoma City, Oklahoma 73102, on the **19<sup>th</sup>** day of **September, 2018**; that said meeting was held in accordance with the By-Laws of the Authority and the Oklahoma Open Meetings Act; that any notice required to be given of such meeting was properly given; that a quorum was present at all times during said meeting; and that the Resolution was duly adopted by a majority of the Commissioners present.

\_\_\_\_\_  
SECRETARY

(SEAL)

**CITY OF OKLAHOMA CITY**  
**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) OPERATING AGREEMENT**  
**FY 2018/2019**  
**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, 2018**, 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 (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, 2018 to June 30, 2019**. All scheduled work provided for in this Agreement shall be completed by **June 30, 2019**.

**3. Funding**

a. In exchange for the services and products to be provided under this Agreement The CITY shall allocate to OCURA **FY 2018-19** CDBG funds in the amount of \$788,880.00 for Slum and



Blight disposition and URA completion. 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) Carry Forward \$42,953.82 from FY 2017-18 as Housing Administration Funds under this Agreement. These funds shall be used exclusively to administer, manage, and monitor a housing project currently underway, which is known as the Sunbeam Multifamily Project located at 620 NW 21<sup>st</sup> Street, Oklahoma City, Oklahoma 73103.
- (ii) Allocate to OCURA \$47,900.00 of CDBG program income generated in the FY 2017-18 program year and \$270,000.00 of program income projected from the sale of lots to OU in FY 2018-19 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; and/or Low-Moderate Area Benefit (LMA) projects. LMA benefit activities shall require prior approval from The CITY's Housing & Community Development Division.
- (iii) The total funding shall be provided in the amount of **\$1,149,133.71** but only as such funds are available from the Federal Government, **and from no other source**. Program income allocated under this agreement shall be subject, more specifically, to conditions described in Section 6.c. (ii and iii) and Schedule "A" part d) herein below.

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

Slum and Blight Activities and/or LMI activities	\$ 788,880.00
LTM Housing Admin-Sunbeam (CF)	\$ 42,953.82
Program Income FY 2017-18	\$ 47,900.00
Program Income FY 2018-19	\$ 270,000.00
<u>Less 2017-18 Reconciliation</u>	<u>\$ (600.11)</u>
<b>Total</b>	<b>\$ 1,149,133.71</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.

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, 2019**.

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 by searching the federal database of debarred companies at [www.sam.gov](http://www.sam.gov) by vendor or subcontractor name and Dun & Bradstreet (DUNS) number and 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, the 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) The 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 2018-19 in excess of 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 2018-19 Annual Action Plan by the U.S. Department of Housing and Urban Development (HUD).

(iii) No reallocated program income shall be drawn by OCURA until the OCURA submits and The CITY has reviewed and approved in writing the:

- CDBG Eligible Activity and corresponding National Objective,
- Project Scope of Work,
- Budget,
- Development timeline, and
- Any project-specific exhibits The CITY may require, for example, a current (no more than six months old) property appraisal consistent with the Uniform Standards of Professional Appraisal Practice (USPAP) shall be required for any project proposing property acquisition.

d. Administrative Requirements.

- (i) 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 “G.”
- (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, the following shall apply:
  - In all cases in which equipment is sold, the proceeds shall be program income (prorated to reflect the extent to which CDBG funds were used to acquire the equipment); and
  - Equipment not needed for CDBG activities shall be transferred to The CITY for the CDBG program or shall be retained after compensating The CITY.

e. Environmental Responsibilities

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

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 in excess of two thousand dollars (\$2,000.00) that involve construction or rehabilitation (to include demolition activity associated with construction), comply with the requirements of the DBRA. The only exception is for contracts for the rehabilitation or construction of residential property

containing less than eight (8) units. DBRA covered contractors and subcontractors must pay their laborers and mechanics not less than the prevailing wage rates and fringe benefits listed in the DBRA wage determination for corresponding classes of laborers and mechanics employed on similar projects in the area. DBRA labor standard clauses must be included in covered contracts and subcontracts.

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

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

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

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

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

## 8. **Reports and Audits**

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.
  - 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.
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 IS RESPONSIBLE FOR MAINTAINING AND MANNING 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.
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 law, regulations, guidelines, and The CITY policy statements.
12. **Conflict of Interest**  
No member, officer, or employee of The City, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercise or have exercised any functions or responsibilities regarding the program, or who can participate in a decision making process or gain inside information regarding activities, may obtain a financial interest or benefit from the assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to such assisted activity, or regarding proceeds of the assisted activity, either for themselves or those with whom they have business or immediate family ties, during his tenure or for one year thereafter, except as is outlined in Schedule "E", if applicable, which is incorporated as a part of this Agreement by reference.
13. **Non-Discrimination Certificate**  
In connection with the performance of this Agreement 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 insure that employees are treated without regard to their race, creed, color, national origin, sex,



familial status, handicap, age or ancestry which actions shall include, but not be limited to employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, lay-off, or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

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, workmen's 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 Certificate of Insurance to The CITY.

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) day written notice from The CITY to the 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 execute a Lobbying Certification ("Schedule F") annually as an inclusion in this document.
- 19. **Budgets**  
It is expressly understood by OCURA that budgets shall not be exceeded under any circumstances. OCURA may request consideration of budget revisions by The CITY. Every request for budget revision must be submitted in writing. OCURA shall not consider program income over and above those amounts allocated in Section 3.a.(iii) 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 is 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 sub contract 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 states it possesses experience, know-how, and ability in conducting and performing the program that is the subject of this Agreement and agrees to use such experience, know-how and ability in its prosecution and completion of this Agreement for the benefit of The CITY. OCURA agrees to put forth



its best efforts on behalf of The CITY and promises to adhere to good business and professional practices in its prosecution and completion of this Agreement.

IN WITNESS WHEREOF, the parties hereto set their hands this \_\_\_\_ day of \_\_\_\_\_ 2018.

**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) \$42,953.82 is carried forward from FY 2017-18 as Housing Administration Funds under this Agreement. These shall be used exclusively to administer, manage, and monitor a housing project currently underway, which is known as the Sunbeam Multifamily Project located at 620 NW 21<sup>st</sup> Street, Oklahoma City, Oklahoma 73103. The project must meet a CDBG eligible activity as defined in 24 CFR 570.201 and the CDBG National Objective criteria at 24 CFR 570.208(a)(3), housing activities benefiting low and moderate income persons. The CITY has designated OCURA, as an authorized entity, to implement the project.

Project: Sunbeam Family Housing

Eligible CDBG Activities: Acquisition

Project Description and National Objective: Conversion/renovation to residential rental housing, provided that at least 51% of the units are reserved for low-to-moderate income households (less than 80% AMI) during the negotiated period of affordability.

- b) Up to but no more than \$788,880.00 of funding allocated in this Agreement shall be used to meet the CDBG National Objective criteria, activities to address slum and blight under 24 CFR 570.208(b)(1), Activities to address slum and blight on an area basis; and 24 CFR 570.208(b)(3) (i & ii); 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 approval from The City's 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).

- c) Up to, but no more than \$317,900.00 of reallocated program income shall be used for any of the following activities: Low Mod Area Benefit infrastructure projects; real property acquisition; clearance; remediation of environmental contamination (if necessary), and 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.

No carryover funds or reallocated program income shall be drawn by OCURA until The CITY has reviewed and approved in writing

- CDBG Eligible Activity and corresponding National Objective,
- Project Scope of Work,
- Budget,
- Development timeline, and
- Any project specific exhibits The CITY may require, for example, a current (no more than six months old) property appraisal consistent with the Uniform Standards of Professional Appraisal Practice (USPAP) shall be required for any project proposing property acquisition.

d) Prior to expending any funds under this Agreement for acquisition, OCURA shall:

- i. inform The CITY to perform its environmental responsibilities under 24 CFR Part 58 (to avoid choice limiting activities ensure any purchase contract has a termination clause for inability to obtain CDBG financing)
- ii. provide The CITY 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 §570.208(d)
  - a preliminary determination of compliance may be based on the planned use
  - the final determination must be based on the actual use of the property, excluding any short-term, temporary use
  - where the acquisition is for the purpose of clearance, which will eliminate specific conditions of blight or physical decay, the clearance activity may be considered the actual use of the property; however, any subsequent use or disposition of the cleared property must be treated as a “change of use” under §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 make a written commitment to use the property only for a specific project under that general use that will meet the specified national objective.

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

1. OCURA shall notify the Planning Department, in writing, of the OCURA's status under the Audit Requirements of 2 CFR Part 200.501.
2. OCURA shall notify the Planning Department prior to the commitment of funds for any project involving property acquisition or construction work funded in part or fully with CDBG funds and shall allow the Planning Department the opportunity to review any draft contracts or subcontracts prior to execution.
3. OCURA requests for reimbursement of property acquisition costs must 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 in excess of 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. Section 793; and/or the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. Section 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 CITY Planning Department's determination of "affordable rents" and shall establish the CITY Planning Department's approved "affordability period" for each and any housing project contemplated to be undertaken to meet the National Objective of 570.208(a)(3), Housing activities benefiting low and moderate income persons. The CITY Planning Department's "affordable rent" and "affordability standard" shall be provided upon request or determined during project review.
7. OCURA, respective to rental and homebuyer housing projects, shall use the HUD income qualification standards specific to determining low and moderate income households, and shall adopt The CITY's HUD-approved method of determining maximum rents for the low and moderate income households. Specifically, OCURA and its contractors shall use the HUD Part 5 method of income determination for low and moderate income rental projects and the IRS 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 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 an invoice on company letterhead containing the OCURA company name, address and other contact information, along with sufficient backup documentation to evidence 1) need, or 2) work performed. By way of example, need may be evidenced by 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. At the time of submission, OCURA may request a copy of the date-stamped page as evidence of submission. Denied draw requests shall be resubmitted and shall require a subsequent date-stamp. The date showing on any draw requests submitted by email shall serve as the date stamp.

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

**Page 1 of 2 Pages**

In compliance with regulations at 24 CFR Part 135 and Section 3 of the 1968 Housing and Urban Development Act, as amended, regarding Equal Employment Opportunity, 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, handicap 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, handicap or sex. OCURA will inform each sub-contractor of these affirmative requirements and insure compliance.

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

OCURA (aka the contractor) 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.

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

**Page 2 of 2 Pages**

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

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

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

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

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

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

### **RECORDS AND REPORTS:**

The OCURA shall submit all reports required in a timely fashion. OCURA shall also assure that all subcontractors 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 are required to execute and post this statement.*

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

a. That the contractor will not discriminate against any employee or applicant for employment, because of race, creed, color, sex, age, national origin, ancestry or disability. The contractor shall take affirmative action to 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 subcontracts 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 \_\_\_\_\_



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

None Identified

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

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

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

OKLAHOMA CITY URBAN RENEWAL  
AUTHORITY

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

DATE \_\_\_\_\_

ATTEST:

SECRETARY

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

Please initial each item as performed, sign and date the certification.

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

\_\_\_\_\_

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

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

\_\_\_\_\_

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

\_\_\_\_\_

I have complied with all 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.

\_\_\_\_\_

\_\_\_\_\_  
(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: September 19, 2018  
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 2018–2019

**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 2018-2019, a contract between OCURA and the City of Oklahoma City has been drafted to oversee \$1,149,734 in CDBG funding for property management, potential acquisition and disposition and affordable housing 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 the Authority. 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 2018–2019**

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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 2018–2019, 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 2018–2019, 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 2018–2019 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 at the Arts District Garage Conference Room, 431 West Main, Suite B, Oklahoma City, Oklahoma 73102, on the **19<sup>th</sup>** day of **September, 2018**; 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 BLOCK GRANT SERVICES AGREEMENT**

This COMMUNITY BLOCK GRANT SERVICES AGREEMENT (CDBG Services Agreement”) is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2018, 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, 2019.

### **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 will be entering into a CDBG Operating Agreement with the Authority for the fiscal year 2018–2019, 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 2018–2019, 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 \_\_\_\_\_, 2018, 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 \_\_\_\_\_, 2018 to June 30, 2019, 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, 2019, 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 \$200,000.00 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 \_\_\_\_\_, 2018.

(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:

\_\_\_\_\_  
Mary Melón  
Secretary

## **SCHEDULE A**

### **SERVICES FOR FISCAL YEAR 2018-2019 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 2018–2019, and consistent with the terms of the Community Development Block Grant (CDBG) Operating Agreement for fiscal year 2018–2019 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 circular A-87
- Review and revision of the Authority's system of records keeping
- Implementation of an automated project management system
- Development of a 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: September 19, 2018  
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 2018–2019 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 2018-2019 with the CEDL for CDBG related legal services. The contract includes a not to exceed amount of \$60,000.

**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 2018–2019 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 2018–2019, 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 2018–2019 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 2018–2019 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 at the Arts District Garage Conference Room, 431 West Main, Suite B, Oklahoma City, Oklahoma 73102, on the **19<sup>th</sup>** day of **September, 2018**; 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 2018–2019  
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 2018-2019, 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 2018-2019.

**NOW, THEREFORE**, effective on or as of \_\_\_\_\_, 2018, 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 \_\_\_\_\_, 2018 to June 30, 2019, 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, 2019, 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 \$60,000.00 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 of 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),<sup>1</sup> 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 \_\_\_\_\_, 2018.

(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:

\_\_\_\_\_  
Mary Mélon, Secretary

## **EXHIBIT A**

### **SCOPE OF SERVICES FOR FISCAL YEAR 2018-2019 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 2018-2019, and consistent with the terms of the Community Development Block Grant (CDBG) Operating Agreement for fiscal year 2018-2019 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

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To: Board of Commissioners

From: Catherine O'Connor, Executive Director

Date: September 19, 2018

Ref: Authorizing the Executive Director to Solicit Proposals and/or Qualifications for Professional Service Providers, including Architects, City Planners, Environmental Scientists and Environmental Testing Service Providers, Independent Appraisers, Title Examiners and Title Insurance Providers, Surveyors, Civil Engineers, Traffic Consultants, Demolition Services, and Community Engagement Services

**Background:** This resolution authorizes the Executive Director to solicit Requests for Proposals ("RFP") for frequently used technical and professional services. The RFP categories are architecture/city planning, environmental testing, appraisals, real property title services/surveying, civil engineering/traffic studies, demolition services and community engagement services. It is the intent to develop preferred vendor lists for each service through this process. The development of preferred vendor lists will allow services to be obtained efficiently as it avoids the need for case by case bid/quote solicitation. The RFP's will be reissued every three years or as needed to allow for competition and vendor price adjustment.

**Summary of Agenda Item:** The resolution authorizes the Executive Director to release RFP's for the services noted above.

**Recommendation:** Approval of Resolution

**Attachments:** None

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

**RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO SOLICIT PROPOSALS AND/OR QUALIFICATIONS FOR PROFESSIONAL SERVICE PROVIDERS, INCLUDING ARCHITECTS, CITY PLANNERS, ENVIRONMENTAL SCIENTISTS AND ENVIRONMENTAL TESTING SERVICE PROVIDERS, INDEPENDENT APPRAISERS, TITLE EXAMINERS AND TITLE INSURANCE PROVIDERS, SURVEYORS, CIVIL ENGINEERS, TRAFFIC CONSULTANTS, DEMOLITION SERVICES, AND COMMUNITY ENGAGEMENT SERVICES**

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

**WHEREAS**, pursuant to the Oklahoma Urban Redevelopment Law, the powers of the Authority are vested in and shall be exercised by the Board of Commissioners; and

**WHEREAS**, the Board of Commissioners have heretofore vested the position of Executive Director of the Authority with the responsibilities for the administrative affairs of the Authority; and

**WHEREAS**, it is appropriate and desirable to provide the Executive Director with the support of professional services from individuals or firms with the expertise and experience to assist in the implementation of the urban renewal plans that the Authority is implementing; and

**WHEREAS**, it is appropriate and desirable to conduct a public, competitive procurement process to select quality professional services providers and to comply with applicable procurement policies and regulations in connection with sources of funding; and

**WHEREAS**, it is appropriate and desirable to create a list of preferred professional services providers from which the Authority may select such providers from time to time; and

**WHEREAS**, it is appropriate and desirable to authorize the Executive Director to solicit proposals and/or qualifications for professional service providers, including but not limited to architects, city planners, environmental scientists and environmental testing service providers, independent appraisers, title examiners and title insurance providers, surveyors, civil engineers, traffic consultants, demolition services, and community engagement services in support of the achievement of the objectives of the urban renewal plans that the Authority is implementing, and to create a list of preferred providers from which such professional services providers may be selected from time to time.



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

1. The Executive Director, with the advice and assistance of Legal Counsel, is authorized to:
  - a. Solicit proposals and/or qualifications for professional service providers—including, but not limited to, architects, city planners, environmental scientists and environmental testing service providers, independent appraisers, title examiners and title insurance providers, surveyors, civil engineers, traffic consultants, demolition services, and community engagement services—from time to time through the publication and advertising of invitations for proposals and/or requests for qualifications according to the Authority's adopted Procurement Policies and Procedures, in order to assist the Authority with the implementation of urban renewal plans;
  - b. Receive and evaluate such qualifications and/or proposals for periods of time sufficient to determine that such responses adequately comply with the requirements of each solicitation;
  - c. Select which respondents will be added from time to time to an approved vendors list from which such professional services providers may be selected to assist the Authority with the implementation of the urban renewal plans; and
  - d. Present such lists of preferred professional services providers to the Board of Commissioners for consideration at subsequent meetings.
2. The invitations for proposals and/or request for qualifications shall not create any legal obligations for the Authority to enter into contracts with or add any respondents to any approved lists of professional services providers except on terms and conditions it deems in the Board of Commissioners' discretion to be acceptable and desirable.
3. The Executive Director, Legal Counsel, and officers and staff of the Authority are authorized and directed to prepare and execute such documents, letters, and authorizations as may be appropriate or desirable to implement this resolution.

I, \_\_\_\_\_, Secretary of the Board of Commissioners for the Oklahoma City Urban Renewal Authority, certify that the foregoing Resolution No. \_\_\_\_\_ was duly adopted at a **regular** meeting of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, held at its offices at 105 N. Hudson, Suite 101, Oklahoma City, Oklahoma 73102, on the **19<sup>th</sup>** day of **September, 2018**; that said meeting was held in accordance with the By-Laws of the Authority and the Oklahoma Open Meeting Act; that any notice required to be given of such meeting was properly given; that a quorum was present at all times during said meeting; and that the Resolution was duly adopted by a majority of the Commissioners present.

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SECRETARY



**OKLAHOMA CITY**

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**URBAN**

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**RENEWAL**

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**AUTHORITY**

**FIFTY-SEVENTH ANNUAL REPORT**

**FY 2017-2018**

**OKLAHOMA CITY URBAN RENEWAL AUTHORITY**  
**FIFTY-SEVENTH ANNUAL REPORT**  
For the year ending June 30, 2018

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# Central Business District

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## The Civic (Civic Centre Flats)

<b>Location</b>	Northeastern corner of Couch Drive and Lee Avenue
<b>Developer</b>	Colony Partners, Inc.
<b>Project Cost</b>	\$7.3 million
<b>Public Funding</b>	\$350,000 TIF
<b>Jobs Created</b>	Construction jobs
<b>Uses</b>	For-sale Attached Residential
<b>Commenced</b>	August 2015
<b>Completed</b>	October 2016 other than sales
<b>Info</b>	34 residential for sale units (20 one-bedroom units, 8 two-bedroom units, and 6 two-bedroom/2-story units). There are 8 units left to sell.



Civic Centre Flats Location Before



Civic Centre Flats

## Oklahoma City Municipal Court Building

<b>Location</b>	701 Couch Drive, northwest corner of Couch and Lee Ave
<b>Developer</b>	The City of Oklahoma City
<b>Project Cost</b>	\$20 million
<b>Public Funding</b>	Yes
<b>Jobs Created</b>	Current Court's Employee Relocation
<b>Uses</b>	Public
<b>Commenced</b>	July 2015
<b>Completed</b>	September 2017
<b>Info</b>	A previous surface parking lot was redeveloped into a new 70,602 sf, 3 level building for municipal court operations for the City of Oklahoma City. Oklahoma City purchased the property from the Oklahoma City Urban Renewal Authority for the building.



Completed Municipal Court Building



## RFP for Land at NW 4<sup>th</sup> and Shartel Avenue

<b>Location</b>	Southeast corner of Shartel Avenue and Northwest 4 <sup>th</sup> Street
<b>Developer</b>	To be determined
<b>Project Cost</b>	To be determined
<b>Public Funding</b>	To be determined
<b>Jobs Created</b>	To be determined
<b>Uses</b>	To be determined
<b>Commenced</b>	RFP released on June 1, 2018
<b>Completed</b>	RFP due on Monday, October 1, 2018
<b>Info</b>	On June 1, 2018, OCURA released an RFP for the development of a tract of land located at the southeast corner of Shartel Avenue and NW 4 <sup>th</sup> Street. The site consists of approximately 2.5 acres. OCURA is seeking a developer to construct a high-intensity, mixed use development on the site. Workforce or mixed-income housing is strongly preferred.

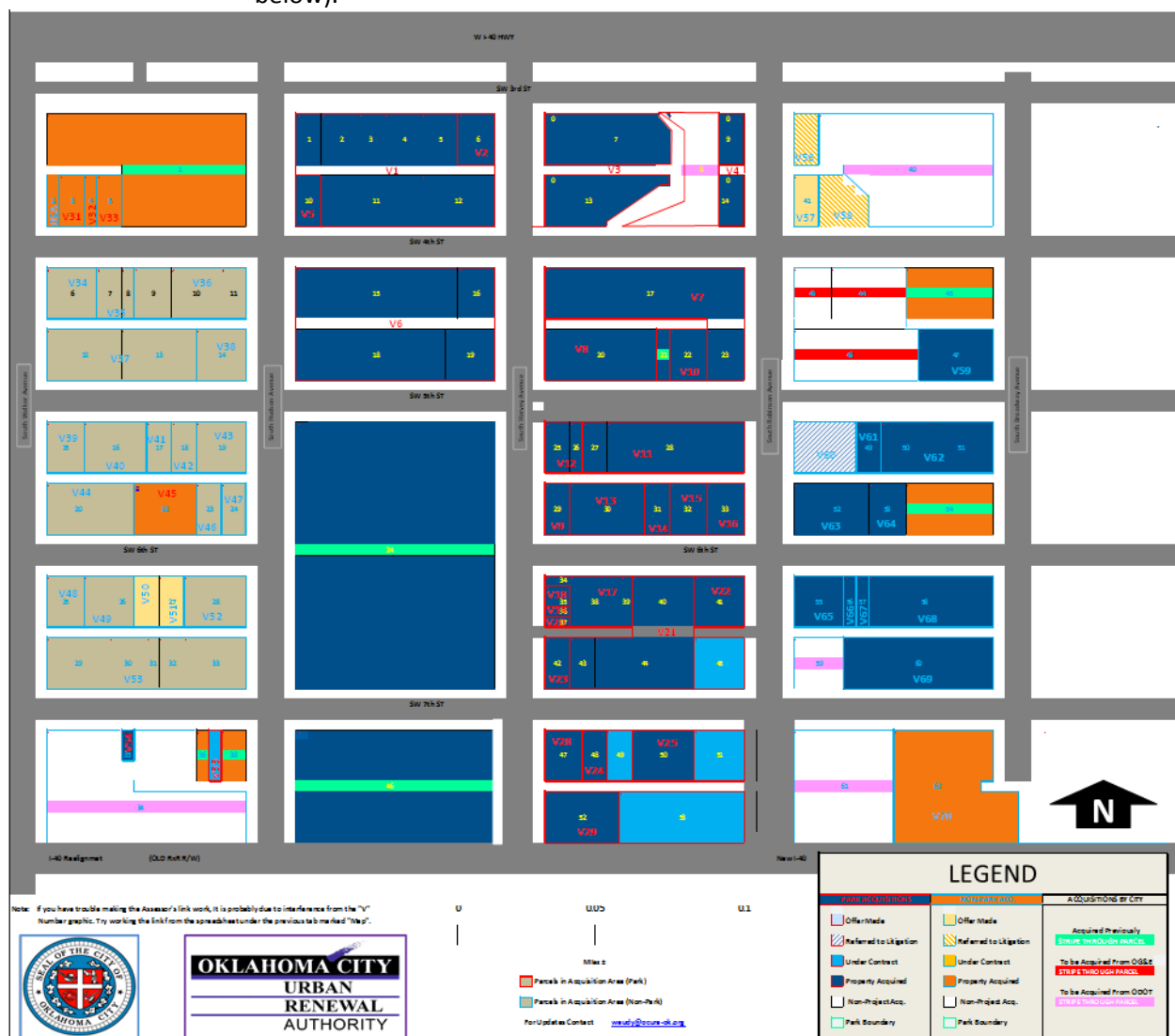


CNW 4<sup>th</sup> and Shartel Ave Site Map

# Core-to-Shore Project Area

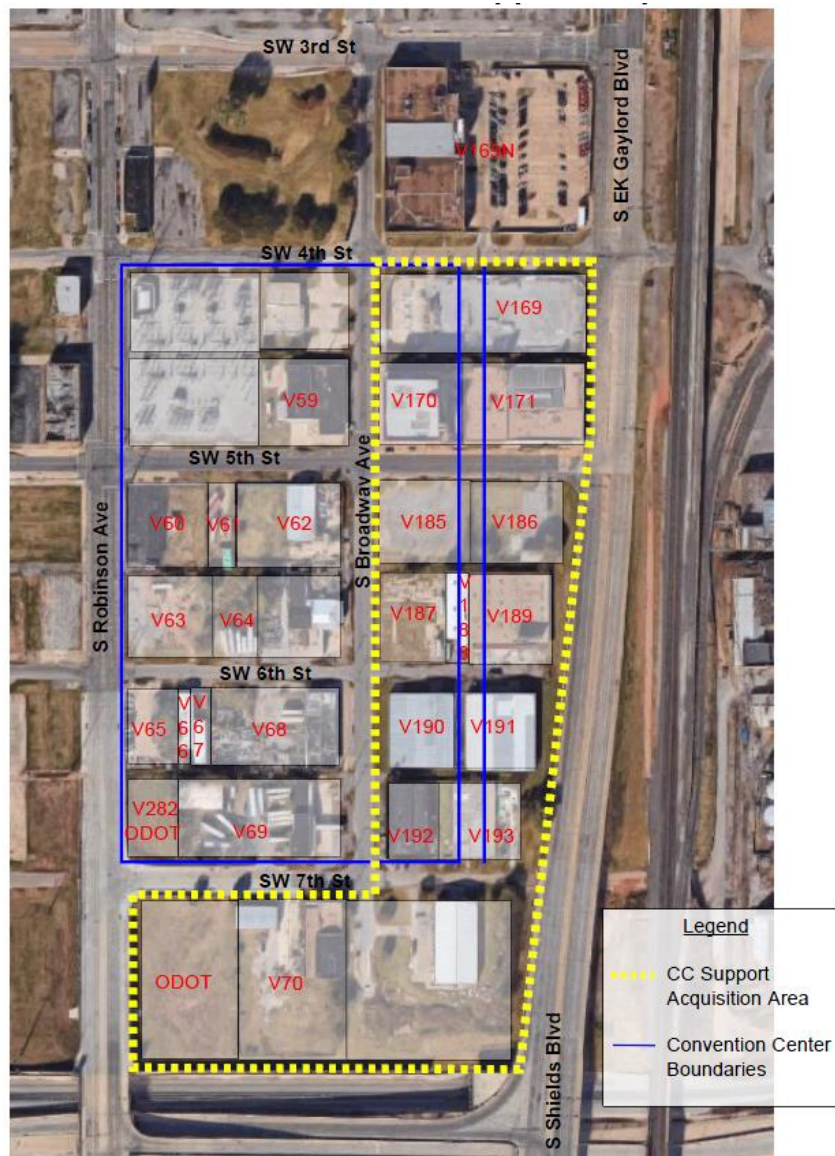
## Land Acquisition for Area Surrounding the North Section of Scissortail Park

<b>Location</b>	East (S Robinson to S Broadway) and West (S Hudson to S Walker) Side of the North Park
<b>Acquisition Budget</b>	\$2.2 million
<b>Uses</b>	For development of key catalyst sites along park buffer to spur private investment
<b>Commenced</b>	August 2012
<b>Completed</b>	Ongoing
<b>Info</b>	Owned/Acquired – Buffer Parcels 1, 3, 4, 5, 22, 27, 36, 38, 45, and 54 (See map below).



## Convention Center Support Acquisition

<b>Location</b>	To the east and south of the Convention Center site.
<b>Acquisition Budget</b>	\$4.5 million
<b>Uses</b>	To promote and support the MAPS 3 Convention Center
<b>Commenced</b>	April 5, 2016
<b>Completed</b>	2017
<b>Info</b>	OCURA received \$4.5 million from TIF 2 for acquisition of parcels in the area mapped below, to support the MAPS 3 Convention Center



Convention Center Support Acquisition Site

## Block 8 Acquisition – (Adjacent to the lower section of Scissortail Park)

<b>Location</b>	Between S. Walker Ave and S Harvey Ave between SW 10 <sup>th</sup> and SW 11th
<b>Project Budget</b>	\$1,190,000
<b>Uses</b>	Mixed use commercial
<b>Commenced</b>	Early 2017
<b>Completed</b>	Anticipated Fall of 2018
<b>Info</b>	OCURA is in the process of acquiring a block of land in SW Oklahoma City. An RFP will be issued for the property seeking a proposal to develop a mixed-use, commercial project on the property. The property borders the south portion of the new Scissortail Park.



Block 8 Acquisition Site



## Omni Hotel

<b>Location</b>	Robinson Ave to Broadway Ave between SW 3 <sup>rd</sup> and SW 4 <sup>th</sup>
<b>Project Budget</b>	\$235 million
<b>Uses</b>	17 story, 605 room AAA Four Diamond hotel adjacent to new OKC Convention Center
<b>Commenced</b>	Redevelopment Agreement executed July 2017
<b>Completed</b>	Real estate closing anticipated August 2018. Construction expected to commence September 2018 and be completed late 2020
<b>Info</b>	OCURA acquired the land, helped to facilitate public contributions, negotiated the deal, and coordinated the design review. The project will consist of a pool and amenities deck that looks over the new Scissortail Park. It will also have several restaurants that are accessible to park patrons and the public.



Omni Hotel Looking East



Front View of the Omni Hotel



View from the Corner of S Robinson and the Oklahoma City Boulevard



## Mixed-Use Development/Structured Parking Garage

<b>Location</b>	The Southwest corner of Oklahoma City Boulevard and Shields Boulevard
<b>Developer</b>	Rose Rock Development Partners
<b>Project Cost</b>	Approximately \$53 Million
<b>Public Funding</b>	To be determined
<b>Uses</b>	Mixed-use residential and commercial project
<b>Commenced</b>	Construction expected to commence summer 2019
<b>Completed</b>	To be determined
<b>Info</b>	On February 12, 2018, OCURA released an RFP seeking a developer for a mixed-use development at the southwest corner of Oklahoma City Boulevard and Shields Boulevard. Proposals were due on May 14, 2018. OCURA received four impressive and diverse proposals for the site. After much deliberation, the selection committee selected the Boulevard Place proposal from Rose Rock Development. The development will include housing, including affordable units, retail space along the OKC Boulevard, and a daycare. OCURA, Rose Rock Development Partners, and TAP Architecture are currently coordinating efforts to construct the mixed-use development on the site alongside a new city parking garage.



Blvd Place Apartments



Blvd Place Apartments Pool Deck

## Fairfield Inn & Suites by Marriott

<b>Location</b>	SW 4 <sup>th</sup> Street and S Shields Blvd
<b>Developer</b>	OKCDT Enterprise, LLC
<b>Project Budget</b>	n/a
<b>Uses</b>	133 room hotel
<b>Commenced</b>	January 2018
<b>Completed</b>	Anticipated December 2018
<b>Info</b>	In October 2016, the OCURA Board of Commissioners, via resolution 5775, approved a contract for the sale of land and redevelopment of a property west of Shields Boulevard between SW 4 <sup>th</sup> Street and SW 5 <sup>th</sup> Street between OCURA and OKCDT Enterprise, LLC. The Fairfield Inn is a 133 room hotel under construction in the Core-to-Shore Urban Renewal area on land purchased from OCURA.



Fairfield Inn Rendering

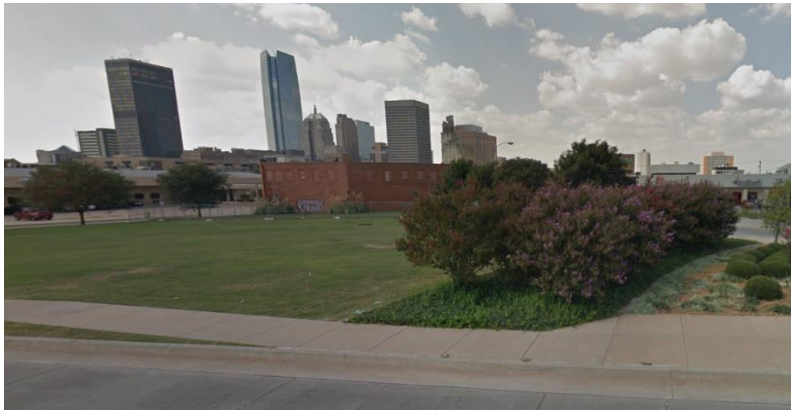


# Harrison Walnut Project Area

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## Flatiron Phase II

<b>Location</b>	Harrison Ave and N Walnut Ave
<b>Developer</b>	Ainsworth Company
<b>Project Cost</b>	Final design and costs still ongoing
<b>Public Funding</b>	n/a
<b>Jobs Created</b>	n/a
<b>Uses</b>	Class A Office Space
<b>Commenced</b>	Still early in the design stage; trying to coordinate with ODOT to acquire excess right of way
<b>Completed</b>	n/a
<b>Info</b>	Anticipated 5 story, 65,000 sf of Class A office space, 3 levels of parking



Flatiron Phase II Site Before



Flatiron Phase II as Proposed

## The Hill at Bricktown

<b>Location</b>	220 Russell M. Perry Ave
<b>Developer</b>	The Hill at Bricktown, LLC
<b>Project Cost</b>	\$32 million to date
<b>Public Funding</b>	\$2 million TIF
<b>Jobs Created</b>	n/a
<b>Uses</b>	For-sale townhomes
<b>Commenced</b>	2009
<b>Completed</b>	Projected 2020
<b>Info</b>	83 townhomes complete (Buildings 1, 2A, 2B, 3, 4, 5, 6, 7, 8, and the town hall), 5 townhomes under construction (Building 12) and 66 additional units planned.



Completed Clubhouse



Units at The Hill

## The Seven at Page Woodson Phase II

<b>Location</b>	The NE corner of NE 6 <sup>th</sup> Street and N Stonewall Avenue
<b>Developer</b>	PW Phase II Development, LLC
<b>Project Cost</b>	Approximately \$5.5 million
<b>Public Funding</b>	\$60,280 in TIF
<b>Uses</b>	7 Residential Buildings — Marketed towards OU Health Science Center students
<b>Commenced</b>	January 2017 — Commencement of Site Preparation April 2017 — Commencement of Vertical Construction on the first 7 buildings
<b>Completed</b>	Completed February 2018
<b>Info</b>	Redevelopment of a significant block of land north of historic Page Woodson School. 7 of the buildings have been completed and are approximately 80% occupied. The development was built on land owned by OCURA. OCURA also oversaw the design review process of the development.



Page Woodson Phase II



## Page Woodson Phase IIB

<b>Location</b>	The NE corner of NE 6 <sup>th</sup> Street and N High Ave — Directly west of Phase II
<b>Developer</b>	PW Phase II Development, LLC
<b>Project Cost</b>	Approximately \$6 million
<b>Public Funding</b>	None for Phase IIB
<b>Uses</b>	8 Residential Buildings — Marketed towards OU Health Science Center students
<b>Commenced</b>	February 2018
<b>Completed</b>	Anticipated November 2018
<b>Info</b>	Phase IIB consists of 8 new buildings directly west of Phase II. They are similar in design to Phase II. There will be 44 total units: 20, 1-bedroom units; 20, 2-bedroom units; and 4, 4-bedroom units. The units are built on land acquired from OCURA and privately by the developer.



Page Woodson Phase IIB Under Construction

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## Page Woodson Phase III — COMING SOON

## Extension of North Stonewall Avenue

<b>Location</b>	North Stonewall Avenue and NE 4 <sup>th</sup> Street
<b>Developer</b>	OCURA
<b>Project Cost</b>	\$605,037
<b>Public Funding</b>	CDBG Funds
<b>Uses</b>	Reconnecting N Stonewall Ave to NE 4 <sup>th</sup> Street
<b>Commenced</b>	May 2017
<b>Completed</b>	June 2018
<b>Info</b>	In May of 2017, OCURA sought bids for the extension and reconnection of N Stonewall Avenue onto NE 4 <sup>th</sup> Street to the south. As previously configured, N Stonewall Ave veered into a neighborhood to the East on NE 5 <sup>th</sup> Terrace. With the redevelopment of the Page Woodson School and increased traffic in the area, OCURA sought to prevent increased traffic into the adjoining neighborhoods by reconnecting N Stonewall Ave to NE 4 <sup>th</sup> Street.



New N Stonewall Ave

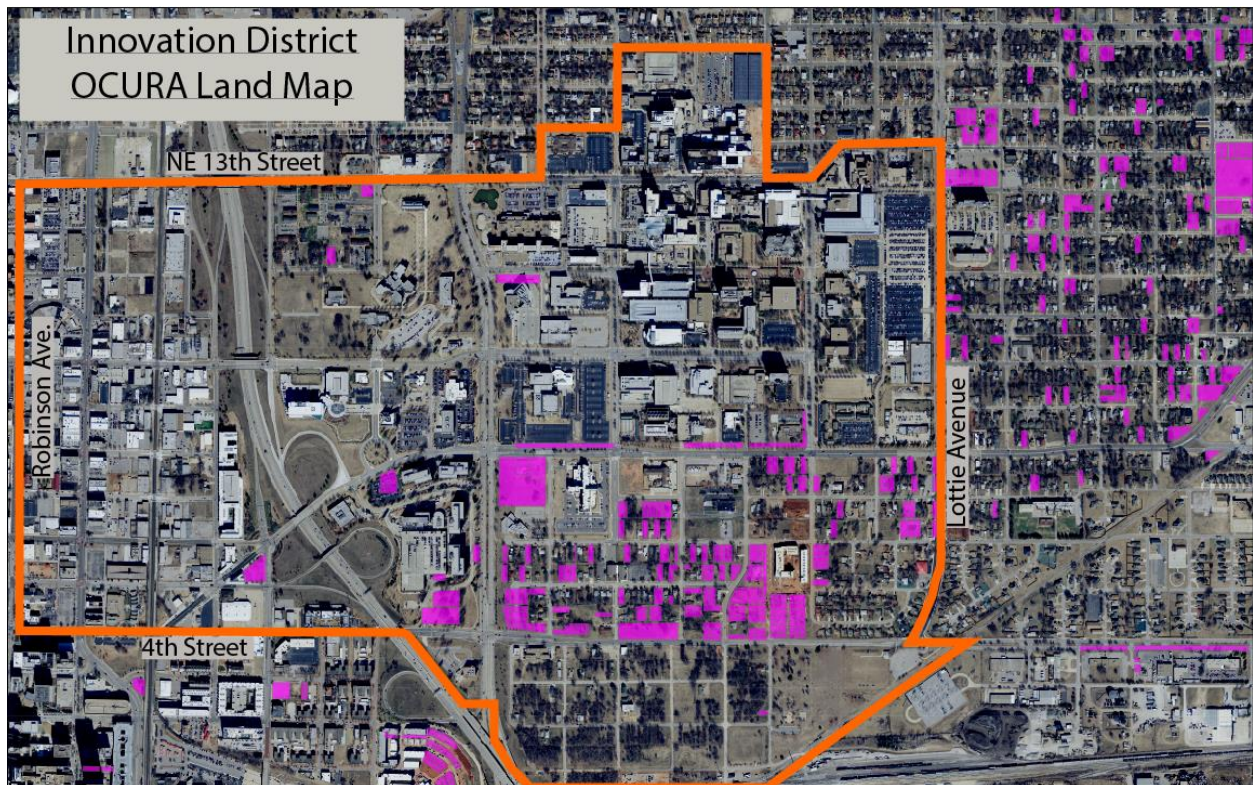


# University Medical Center (R-20) Project Area

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## Innovation District

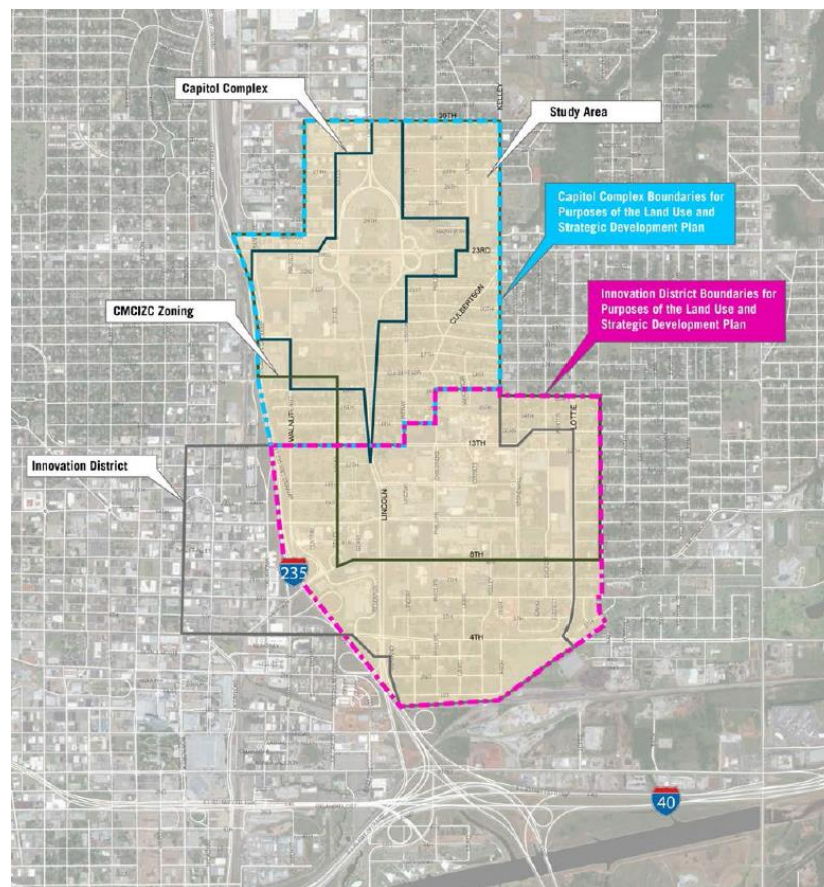
<b>Location</b>	University Medical Center Urban Renewal Area/Oklahoma Health Center, exact boundaries are not yet defined
<b>Uses</b>	Mixed-use innovation district
<b>Commenced</b>	Study commenced by the Brookings Institute and Project for Public Spaces in late 2015
<b>Completed</b>	Study completed April 2017
<b>Info</b>	<p>The study recommended four primary strategies for moving the Innovation District forward:</p> <ol style="list-style-type: none"><li>1. Establish an Oklahoma Center for Energy and Health Collaboration</li><li>2. Implement a technology-based economic development and entrepreneurship effort within the innovation district</li><li>3. Create a denser, more active, and better-connected mixed-use urban environment in and around the innovation district</li><li>4. Form a standing committee on diversity and inclusion</li></ol>



Innovation District Map

## Innovation District Land Use and Strategic Development Plan

<b>Location</b>	NE Oklahoma City
<b>Commenced</b>	RFP Released October 2017
<b>Completed</b>	Anticipated completion in March 2019
<b>Info</b>	<p>In October of 2017, The Alliance for Economic Development of Oklahoma City released an RFP, searching for a consultant to produce an innovation district and capital environs land use and strategic development plan. The responses were due on December 7, 2017. The winning proposal was from the firm Perkins and Will. The firm will seek to create a dense, active, safe and well-connected mixed-use environment that accommodates future needs of entities and supports their missions, protects and strengthens existing and new neighborhoods in the area, integrates the Oklahoma Health Center and Capitol campuses harmoniously with neighborhoods, supports opportunities for investment and enterprise, and promotes a balanced mix of transportation modes, including transit, walking, automobiles and bicycles. They will also seek to identify opportunities for infrastructure and civic investments that support innovation in the study area, place making, new development and redevelopment, neighborhood stabilization, and growth of existing institutions within the area.</p>



Innovation District Map



# Sports-Entertaining-Parking Project Area

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## The Steel Yard

<b>Location</b>	Lincoln and Sheridan
<b>Developer</b>	Bricktown Apt., L.L.C.
<b>Project Cost</b>	\$75 million (\$39 million for Phase I)
<b>Public Funding</b>	\$1.5 million Brownfields Grant, HUD NSP Grant, TIF
<b>Jobs Created</b>	30
<b>Uses</b>	250 unit apartment including 39 units of workforce housing (50-120% AMI); retail, parking structure
<b>Commenced</b>	March 2013 – Environmental Remediation August 2014 – Utility Relocation May 2015 – Construction Start
<b>Completed</b>	December 2017 — West Portion (Building A) Complete-190 Units and Parking Structure. Building B anticipated to be complete August 2018.
<b>Info</b>	There was approximately 17,300 square of retail in Phase I. Phase II will include 60 additional apartment units and approximately 7,700 square feet of additional retail space. This development was constructed on land purchased from OCURA. Land for Phase II of this development is still owned by OCURA and will be sold to the developer when they are ready to construct the building and design review is complete.



Completed Steelyard Apartment Building



## East Bricktown Hotels – AC Hotel by Marriott and Hyatt Place

<b>Location</b>	Lincoln and Sheridan
<b>Developer</b>	Supreme Bright Bricktown II, L.L.C.
<b>Project Cost</b>	\$50 million
<b>Jobs Created</b>	30
<b>Uses</b>	AC by Marriott and Hyatt Place
<b>Commenced</b>	Summer 2016
<b>Completed</b>	December of 2017
<b>Info</b>	The new Hyatt Place Hotel consists of 134 hotel rooms. The AC by Marriott consists of 142 hotel rooms.



AC by Marriott Hotel



Hyatt Place Hotel

## Staybridge Suites

<b>Location</b>	Lincoln and Reno
<b>Developer</b>	Shri Krishnapriya Hospitality, LLC
<b>Project Cost</b>	\$6 million
<b>Jobs Created</b>	40
<b>Uses</b>	Hotel
<b>Commenced</b>	June 2016
<b>Completed</b>	July 2018
<b>Info</b>	A new Staybridge Suites hotel consisting of 5 stories and 138 rooms. The hotel was partially built on land purchase from OCURA.



Staybridge Suites

# John F. Kennedy Project Area

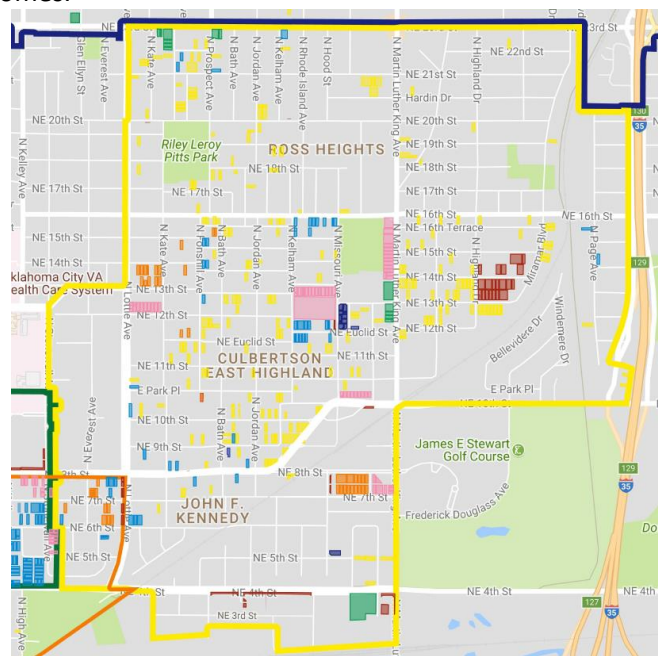
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## RFP for Prospective Homeowners

<b>Location</b>	JFK Urban Renewal Area
<b>Date Authorized</b>	June 2015
<b>Deadline</b>	Open ended until further notice
<b>Information</b>	OCURA invites the submission of written proposals from prospective homeowners wishing to purchase an OCURA owned lot for the construction of their home.
<b>Goal</b>	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

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



Property Inventory for JFK Single Family RFPs

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)

## NE 23<sup>rd</sup> and Kelham Property

<b>Location</b>	SE Corner of NE 23 <sup>rd</sup> Street and Kelham Avenue
<b>Developer</b>	Pivot Project Development, LLC named Conditional Redeveloper on 4/19/17
<b>Project Cost</b>	Under Development
<b>Jobs Created</b>	To be determined
<b>Uses</b>	Commercial Use
<b>Commenced</b>	To be determined
<b>Completed</b>	To be determined
<b>Info</b>	On January 25, 2017, OCURA issued an RFP for land owned at the southeast corner of NE 23 <sup>rd</sup> Street and N Kelham Avenue. On Monday March 27, 2017, OCURA received one proposal from the developers, Pivot Project. Pivot Project owns the building adjacent to the OCURA parcel. They recently renovated it to become a new Centennial Health Clinic (pictured below). They have plans to construct and renovate several more buildings along NE 23 <sup>rd</sup> Street.



New Centennial Health Clinic at 1720 NE 23<sup>rd</sup> Street



## Mu'Min OHFA (Oklahoma Housing Finance Agency) Award

<b>Location</b>	Fonshill Ave and NE 21 <sup>st</sup> Street
<b>Developer</b>	Mu'Min Development, LLC
<b>Project Cost</b>	n/a
<b>Public Funding</b>	OHFA Awards – revolving acquisition-rehabilitation/construction loan - \$250,000
<b>Uses</b>	Affordable Single Family Homes
<b>Commenced</b>	July 2015
<b>Completed</b>	To be determined
<b>Info</b>	Due to the developer of these properties being out of compliance on the construction of these homes, OHFA regained ownership of the homes. OCURA purchased the homes from OHFA and will now seek a contractor to complete the construction of the houses. One home is estimated to be approximately 30 percent complete and the other is estimated to be approximately 80 percent complete.



Lots Authorized to Mu'min for Residential Development



Mu'min Residential Development- NE 22<sup>nd</sup>



Interior of the Home on NE 21<sup>st</sup> Street

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

Location	E. Euclid between Kelham & Missouri (Block 1, Edgemont Addition)
Developer	Mitchford LLC (Kelvin Mitchell, David Lloyd, Ruth and Joe Barnes)
Project Cost	Current Phase (FY 2012-13) \$515,000 Plus \$200,000 in Infrastructure
Public Funding	Home Funds (Approx. 70% of Housing Cost) CBDG (10% of Total Costs)
Jobs Created	n/a (Construction Jobs Only)
Uses	Residential Housing (Single-Family). 6 single-family homes. 3 affordable and 3 market rates.
Commenced	Existing Phased RDA Phase 1 Commenced in FY 2012-13
Completed	The project was partially completed. OCURA regained ownership of the additional unfinished home and undeveloped lot and issued an RFP in July of 2017 to find a developer to complete the project. The group Progress OKC was selected to finish the construction of homes on this block.



1745/1733/1729 NE Euclid (Complete)



1745 NE Euclid (Sold)

## Progress OKC

<b>Location</b>	E. Euclid between Kelham & Missouri (Block 1, Edgemont Addition)
<b>Developer</b>	Progress OKC
<b>Project Cost</b>	n/a
<b>Public Funding</b>	Home Funds (Approx. 70% of Housing Cost), CBDG (10% of Total Costs)
<b>Jobs Created</b>	n/a (construction jobs only)
<b>Uses</b>	Residential Housing (Single-Family). 6 single-family homes. 3 affordable and 3 market rates.
<b>Commenced</b>	November 2017
<b>Completed</b>	April 2018
<b>Info</b>	In 2017, Progress OKC took over the development of the South Truman site that had not been completed by the previous developer. Progress OKC was charged with finishing the home at 1725 NE Euclid that had been left partially completed and took over construction of the remaining lots along Euclid. Progress OKC constructed 3 new affordable homes adjacent to the existing homes on Euclid. Progress OKC will construct 3 more affordable and 2 market rate houses to finish out the block.



1709 NE Euclid



1713 NE Euclid Street



1717 NE Euclid Street



1725 NE Euclid Street



## Dodson Custom Homes — Four Lots

Location	1) 1316 NE 9 <sup>th</sup> Street 2) 1504 NE 9 <sup>th</sup> Street 3) Near the corner of NE 8 <sup>th</sup> Street and N Kate Ave. 4) Near the corner of NE 8 <sup>th</sup> Street and N Bath Ave.
Developer	Dodson Custom Homes 1, L.L.C.
Project Cost	\$700,000+
Jobs Created	n/a (Construction Jobs Only)
Uses	4 Individual Single-Family Homes
Commenced	Project 1 — 1504 NE 9 <sup>th</sup> Street- Commenced August 2016 Project 2 — 1316 NE 9 <sup>th</sup> Street- Commenced August 2017 Project 3 — Environmental issues are being worked through Project 4 — To be determined
Completed	Project 1 — 1504 NE 9 <sup>th</sup> Street- Completed April 2017 Project 2 — 1316 NE 9 <sup>th</sup> Street- Completed January 2018 Project 3 — To be determined Project 4 — To be determined
Info	Dodson Custom Homes has finished two homes for OCURA. One was a bungalow on NE 9 <sup>th</sup> Street. That home was completed and sold. They also finished a two story modern style home on NE 9 <sup>th</sup> Street. This home is still currently for sale. We are currently working through some environmental issues on project #3 and project #4 will begin soon.



Completed home at 1504 NE 9<sup>th</sup> Street



## Neighborhood Housing Services of Oklahoma City Inc.

Location	Multiple locations (see map below)
Developer	Neighborhood Housing Services of Oklahoma City, Inc.
Project Cost	Under Development
Public Funding	n/a
Jobs Created	n/a (Construction Jobs Only)
Uses	5 Individual Single-Family Homes
Commenced	Project 1 — 1436 NE 13 <sup>th</sup> Street — July 2016 Project 2 — February 2018 Project 3-5 — To be determined
Completed	Project 1 — 1436 NE 13 <sup>th</sup> Street — Completed September 2017 Project 2 — Anticipated October 2018 Project 3-5 — To be determined
Info	NHS has completed and sold one of the homes built on OCURA land. Construction on the next two homes has begun. The houses will be affordable homes with income restrictions for the purchaser.



NHS Home Under Construction at NE 14<sup>th</sup> and Fonshill Ave

## Short & Emery Townhomes

Location	At the corner of NE 6 <sup>th</sup> Street and Lottie Avenue
Developer	Monique Short and Erica Emery, individuals
Project Cost	\$700,000+
Public Funding	Approximately \$71,000 in Brownfields Remediation
Uses	Two separate townhouses
Commenced	Commenced construction April 2017
Completed	Completed in January of 2018
Info	Two sets of two townhomes were built on the site of a former candy factory. Due to its prior use as a factory, the soil under the townhomes was contaminated. Through the city's Brownfields program, Phase I and Phase II's were performed on the property. Approximately \$71,000 in remediation was done on the site and the \$780,000 development could proceed. All the units have been sold.



Completed Townhomes at NE 6<sup>th</sup> and Lottie Ave

## K2 Design Build, LLC

<b>Location</b>	Two separate lots near the intersection of NE 8 <sup>th</sup> and N Bath Ave.
<b>Developer</b>	K2 Design Build, LLC
<b>Project Cost</b>	Under development
<b>Public Funding</b>	n/a
<b>Uses</b>	For sale residential units
<b>Commenced</b>	Project 1 — Commenced in November of 2017 Project 2 — To be determined
<b>Completed</b>	Project 1 — Completed in July of 2018 Project 2 — To be determined
<b>Info</b>	Two single family spec homes to be built near the intersection of NE 8 <sup>th</sup> Street and N Bath Ave. The first home (pictured below) will be completed in July of 2018 and already has a contract to be purchased.



Exterior of the Completed Home



Picture of the Kitchen

## Eric Schmid and Jessica Cunningham

<b>Location</b>	Just east of N Stonewall Avenue on NE 6 <sup>th</sup> Street
<b>Developer</b>	Eric Schmid and Jessica Cunningham
<b>Project Cost</b>	Under development
<b>Public Funding</b>	n/a
<b>Uses</b>	Residential home
<b>Commenced</b>	To be determined
<b>Completed</b>	To be determined
<b>Info</b>	A single- family residence being built by the future homeowner. The site has some environmental issues present. OCURA is currently working with Oklahoma City's Brownfields program, DEQ and the Corporation Commission to determine a plan to clean the site so that it is developable for residential use.



Location of their lot



## Rebuilding and Managing, LLC

<b>Location</b>	The NE corner of NE 21 <sup>st</sup> Street and N. Prospect Avenue
<b>Developer</b>	Rebuilding and Managing, LLC
<b>Project Cost</b>	Under Development
<b>Public Funding</b>	N/A
<b>Uses</b>	Residential home
<b>Commenced</b>	Anticipated January 2018
<b>Completed</b>	Anticipated January 2019
<b>Info</b>	A single- family residence that will be constructed on a lot bought from OCURA.



Rebuilding and Managing, LLC lot

## Abigail and Tim Johnson

<b>Location</b>	Just south of NE 6 <sup>th</sup> on Everest Avenue
<b>Developer</b>	Abigail and Tim Johnson
<b>Project Cost</b>	Under development
<b>Uses</b>	Residential home
<b>Commenced</b>	November 2017
<b>Completed</b>	May of 2018
<b>Info</b>	A single- family residence was constructed by the homeowner for their personal residence. The home was built on an OCURA lot and was complete in May of 2018.



Home under construction



Completed Home

## Alana House

<b>Location</b>	Just west of Lottie on NE 8 <sup>th</sup> Street
<b>Developer</b>	Alana House
<b>Project Cost</b>	Under development
<b>Uses</b>	Residential home
<b>Commenced</b>	November 2017
<b>Completed</b>	Anticipated September 2018
<b>Info</b>	A single- family residence is being constructed by the homeowner for their personal residence. The home is currently under construction but is anticipated to be complete in September 2018.



Rendering of the Home



Home Under Construction



## Monarch Properties — Four (4) Single- Family Homes

<b>Location</b>	Just west of Lottie on NE 8 <sup>th</sup> Street
<b>Developer</b>	Monarch Properties
<b>Project Cost</b>	Under development
<b>Uses</b>	Residential home
<b>Commenced</b>	Project 1 — March 2018 Project 2 — July 2018 Project 3 — To be determined Project 4 — To be determined
<b>Completed</b>	Project 1 — September 2018 Project 2 — December 2018 Project 3 — To be determined Project 4 — To be determined
<b>Info</b>	Monarch Properties is under redevelopment agreement to develop four single-family homes in NE OKC. The first home is currently under construction and is expected to be complete in September 2018. The second home will begin construction in July 2018 and should be complete by mid-December 2018. The remaining two projects are still yet to be determined.



Home Under Construction



## NE16 Development, LLC — Eight (8) Single- Family Homes

<b>Location</b>	Near NE 16 <sup>th</sup> and N Missouri Avenue
<b>Developer</b>	NE16 Development, LLC
<b>Project Cost</b>	Under Development
<b>Uses</b>	Residential
<b>Commenced</b>	Project 1-3 — July 2018 Projects 4-8 — To be determined
<b>Completed</b>	Projects 1-3 — January 2019 Projects 4-8 — To be determined
<b>Info</b>	NE16 Development, LLC is under a redevelopment agreement to construct 8 single family homes near the corner of NE 16 <sup>th</sup> and N Missouri Avenue. The first 3 homes have broken ground and are expected to be completed sometime in January of 2019. It has yet to be determined when the remaining homes will commence and complete construction.



Rendering of Home to Be Built

## Groundroot Development, LLC — 2 Single- Family Lots

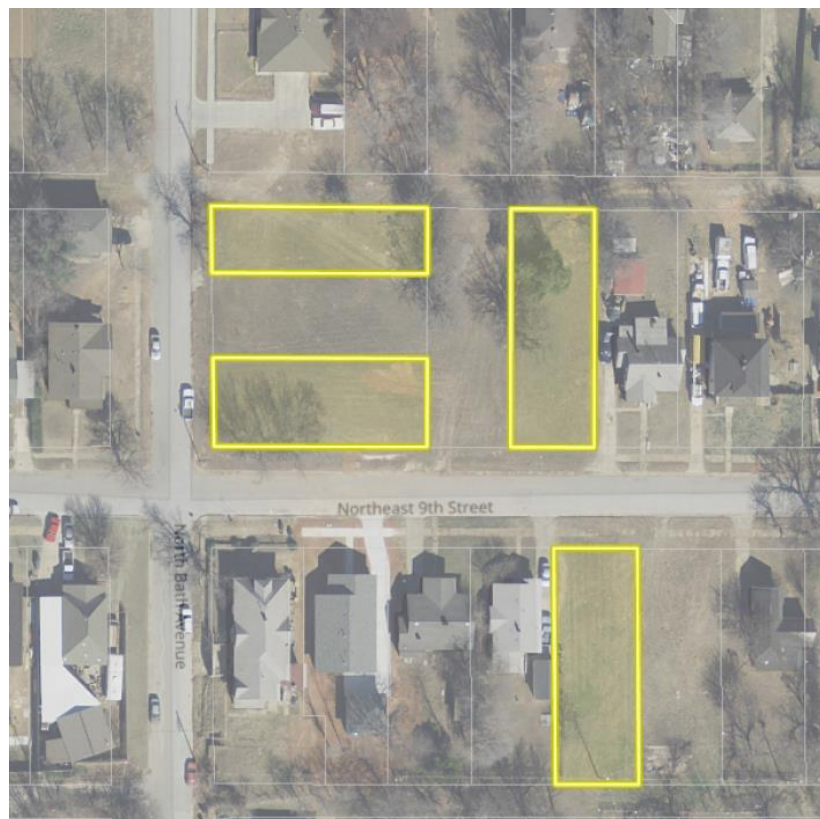
<b>Location</b>	NE 10 <sup>th</sup> and N Lottie Ave and East Park Place and N Lottie Ave
<b>Developer</b>	Groundroot Development, LLC
<b>Project Cost</b>	To be determined
<b>Public Funding</b>	n/a
<b>Uses</b>	Residential
<b>Commenced</b>	Currently in design review phase
<b>Completed</b>	To be determined
<b>Info</b>	Groundroot Development, LLC is under a redevelopment agreement with OCURA for two single- family residential lots. We are currently in the design review phase for these lots. Groundroot Development is considering a SPUD application to split the lot on NE 10 <sup>th</sup> and N Lottie Ave into two separate lots for two single- family homes.



Location of Homes to be Built

## Epiphany Investments, LLC — Four (4) Single- Family Homes

<b>Location</b>	Near the intersection of NE 9 <sup>th</sup> Street and N Bath Ave
<b>Developer</b>	Epiphany Investments, LLC
<b>Project Cost</b>	n/a
<b>Public Funding</b>	n/a
<b>Uses</b>	Four single- family residential homes
<b>Commenced</b>	Currently in design review phase
<b>Completed</b>	To be determined
<b>Info</b>	Epiphany Investment, LLC is under a redevelopment agreement with OCURA for four single- family residential lots. We are currently in the design review phase for the first two homes to be built. The other two lots are currently undergoing further environmental testing. Construction should commence in the Fall of 2018.



Location of homes to be built

## LaJuana Deline Duplex

**Location** NE 14<sup>th</sup> and Page Avenue

**Developer** LaJuana Deline

**Project Cost** n/a

**Public Funding** n/a

**Uses** A duplex

**Commenced** Currently in design review phase

**Completed** To be determined

**Info** Ms. Deline owned a property adjacent to other OCURA land near the intersection of NE 14<sup>th</sup> Street and N Highland Dr. When she went to build on that lot, it was discovered that the land was not served by City of Oklahoma City sanitary sewer. It would have been too expensive to construct on that lot so OCURA traded her lot for a comparable vacant lot owned by OCURA with access to sanitary sewer services. Ms. Deline went through the rezoning process to change the property from R-1 to R-2 to allow her to build a duplex for her and her mother. We are currently in the design review phase of this development.



Location of home to be built



## 1234 NE 8<sup>th</sup> Street

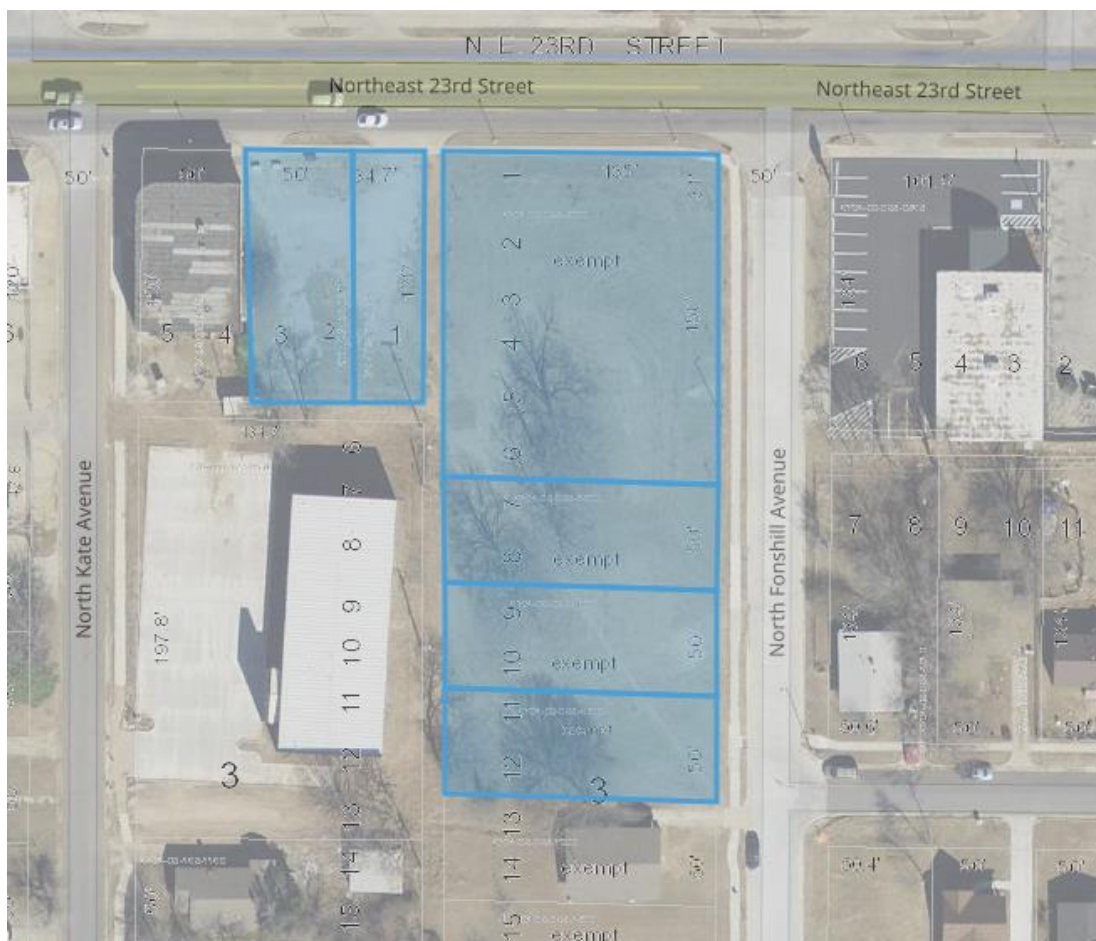
<b>Location</b>	1234 NE 8 <sup>th</sup> Street
<b>Developer</b>	The Oklahoma City Urban Renewal Authority
<b>Project Cost</b>	To be determined
<b>Public Funding</b>	n/a
<b>Uses</b>	Residential
<b>Commenced</b>	Purchased July 12, 2018
<b>Completed</b>	To be determined
<b>Info</b>	Mr. Terry approached OCURA to see if there was any interest in purchasing his home as OCURA has additional projects going on just west of his house. It was determined that OCURA was interested. OCURA purchased the property on July 12, 2018 and will be issuing an RFP seeking a general contractor to rehabilitate this home, along with two other partially completed homes that OCURA owns in the JFK Urban Renewal Area.



Home at 1234 NE 8<sup>th</sup> Street

## Northeast 23<sup>rd</sup> Street and Fonshill Avenue RFP

<b>Location</b>	SW corner of NE 23 <sup>rd</sup> St and Fonshill Ave
<b>Developer</b>	To be determined
<b>Project Cost</b>	To be determined
<b>Public Funding</b>	To be determined
<b>Jobs Created</b>	To be determined
<b>Uses</b>	Mixed-use commercial, retail and residential
<b>Commenced</b>	RFP Released Monday, July 2, 2018
<b>Completed</b>	First RFP Due Date: Friday, September 28, 2018
<b>Info</b>	On July 2, 2018, OCURA released an RFP for proposals for a piece of land located at the southwest corner of NE 23 <sup>rd</sup> Street and Fonshill Avenue. The RFP was released on a “rolling” basis, meaning that if no proposal is either received or accepted by September 28, 2018, the RFP will automatically renew and roll into the next quarter. These new dates will be emailed out and posted on OCURA’s website. This particular site is being offered for mixed-use commercial or residential development that will contribute to the continued efforts to revitalize the Project Area, the NE 23 <sup>rd</sup> 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> .



Location of NE 23<sup>rd</sup> and Fonshill RFP

## Northeast 23<sup>rd</sup> Street and Prospect Avenue RFP

<b>Location</b>	SE corner of NE 23 <sup>rd</sup> St and Prospect Ave
<b>Developer</b>	To be determined
<b>Project Cost</b>	To be determined
<b>Public Funding</b>	To be determined
<b>Jobs Created</b>	To be determined
<b>Uses</b>	Mixed-use or commercial redevelopment
<b>Commenced</b>	RFP Released Monday, July 2, 2018
<b>Completed</b>	First RFP Due Date: Friday, September 28, 2018
<b>Info</b>	On July 2, 2018, OCURA released an RFP for proposals for a piece of land located at the southeast corner of NE 23 <sup>rd</sup> Street and Prospect Avenue. The RFP was released on a “rolling” basis, meaning that if no proposal is either received or accepted by September 28, 2018, the RFP will automatically renew and roll into the next quarter. These new dates will be emailed out and posted on OCURA’s website. This particular site is being offered for mixed-use or commercial development that will contribute to the continued efforts to revitalize the Project Area, the NE 23 <sup>rd</sup> 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> .



Location of NE 23<sup>rd</sup> and Prospect RFP



## Northeast 16<sup>th</sup> Street and Martin Luther King Avenue

<b>Location</b>	SW corner of NE 16 <sup>th</sup> Street and Martin Luther King Avenue
<b>Developer</b>	To be determined
<b>Project Cost</b>	To be determined
<b>Public Funding</b>	To be determined
<b>Jobs Created</b>	To be determined
<b>Uses</b>	Mixed-use or commercial redevelopment
<b>Commenced</b>	RFP Released Monday, July 2, 2018
<b>Completed</b>	First RFP Due Date: Friday, September 28, 2018
<b>Info</b>	On July 2, 2018, OCURA released an RFP for proposals for a piece of land located at the southwest corner of NE 16 <sup>th</sup> Street and Martin Luther King Avenue. The RFP was released on a “rolling” basis, meaning that if no proposal is either received or accepted by September 28, 2018, the RFP will automatically renew and roll into the next quarter. These new dates will be emailed out and posted on OCURA’s website. This particular site is being offered for mixed-use or commercial development that will contribute to the continued efforts to revitalize the Project Area and adjacent neighborhoods. The RFP can be found at <a href="https://www.ocura-ok.org/rfps">https://www.ocura-ok.org/rfps</a> .



Location of NE 16<sup>th</sup> and MLK RFP



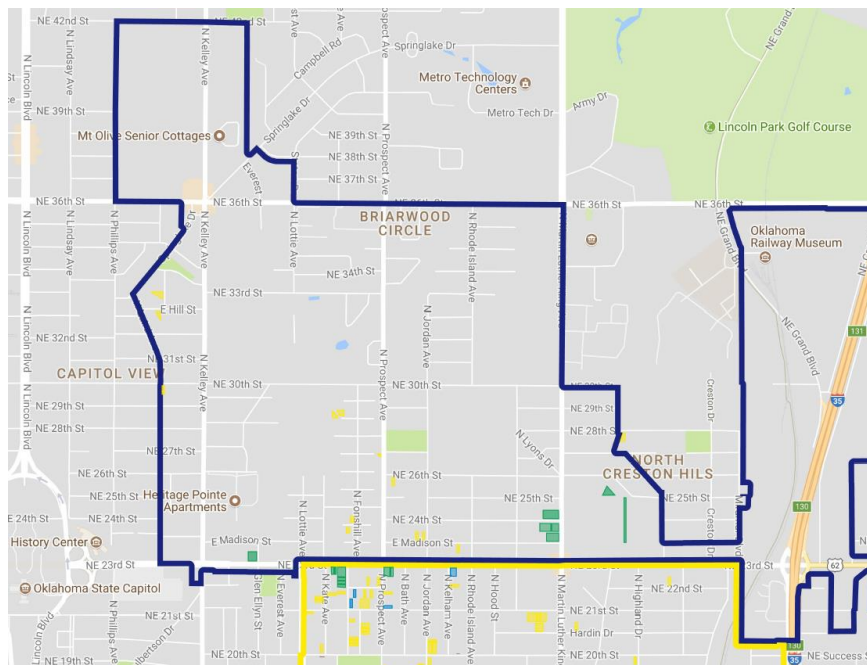
# Northeast Renaissance

## RFP for Prospective Homeowners

<b>Location</b>	Northeast Renaissance Urban Renewal Area
<b>Date Authorized</b>	March 2018
<b>Deadline</b>	Open until further notice
<b>Information</b>	OCURA invites the submission of written proposals from prospective homeowners wishing to purchase an OCURA owned lot for the construction of their home
<b>Goal</b>	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

<b>Location</b>	Northeast Renaissance Urban Renewal Area
<b>Date Authorized</b>	March 2018
<b>Deadline</b>	Open until further notice
<b>Information</b>	OCURA invites the submission of written proposals from qualified residential developers for the purchase and construction of single family, owner occupied homes on OCURA owned lots.
<b>Goal</b>	OCURA owns many vacant, scattered residential lots and is seeking to reestablish owner occupancy in the neighborhood with well designed, infill homes



Property Inventory for NER Single Family RFPs

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)

## 2445 N Martin Luther King Avenue — Former Convenience Store

<b>Location</b>	2445 N Martin Luther King Avenue
<b>Developer</b>	To be determined
<b>Project Cost</b>	\$145,000
<b>Public Funding</b>	Purchased with CDBG Funds
<b>Jobs Created</b>	To be determined
<b>Uses</b>	To be determined
<b>Info</b>	On September 21, 2016, the OCURA Board of Commissioners approved Resolution 5769, authorizing the acquisition of this parcel by OCURA. In April of 2017, OCURA purchased the former convenience store located near NE 24 <sup>th</sup> Street and Martin Luther King Avenue that had been sitting empty. OCURA has demolished the structure and will clean the site of any environmental issues once a feasible project is proposed. An RFP is currently out for this site.



2445 N Martin Luther King Ave

## 2425 N Martin Luther King Avenue — Car Wash

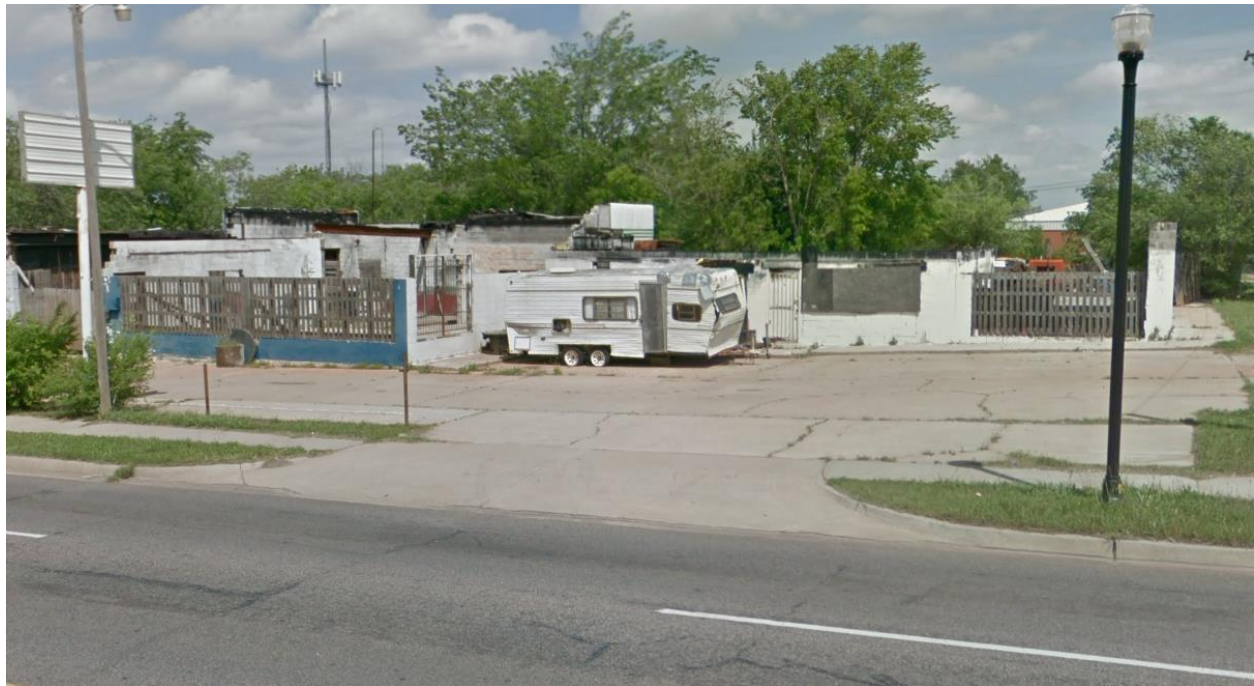
<b>Location</b>	2425 N Martin Luther King Avenue
<b>Developer</b>	To be determined
<b>Project Cost</b>	\$235,000
<b>Public Funding</b>	Purchased with CDBG Funds
<b>Jobs Created</b>	To be determined
<b>Uses</b>	To be determined
<b>Info</b>	On September 21, 2016, the OCURA Board of Commissioners approved Resolution 5769, authorizing the acquisition of this parcel by OCURA. On March 6, 2017, OCURA entered into a real estate purchase agreement with the owners of the Parcel. On September 18, 2017, OCURA purchased the building. OCURA has demolished the structure and will clean the site of any environmental issues once a feasible project is proposed. An RFP is currently out for this site.



2425 N Martin Luther King Ave

## 1151 NE 23<sup>rd</sup> Street

<b>Location</b>	1151 NE 23 <sup>rd</sup> Street
<b>Developer</b>	To be determined
<b>Project Cost</b>	\$125,000
<b>Public Funding</b>	Purchased with CDBG Funds
<b>Jobs Created</b>	To be determined
<b>Uses</b>	To be determined
<b>Info</b>	On September 21, 2016, the OCURA Board of Commissioners approved Resolution 5769, authorizing the acquisition of this parcel by OCURA. On March 31, 2017, OCURA entered into a real estate purchase agreement with the owners of the parcel. The transaction closed on September 12, 2017. OCURA has demolished the structure and will clean the site of any environmental issues once a feasible project is proposed. An RFP is currently out for this site.



1151 NE 23<sup>rd</sup> Street



## 1150 E Madison Street

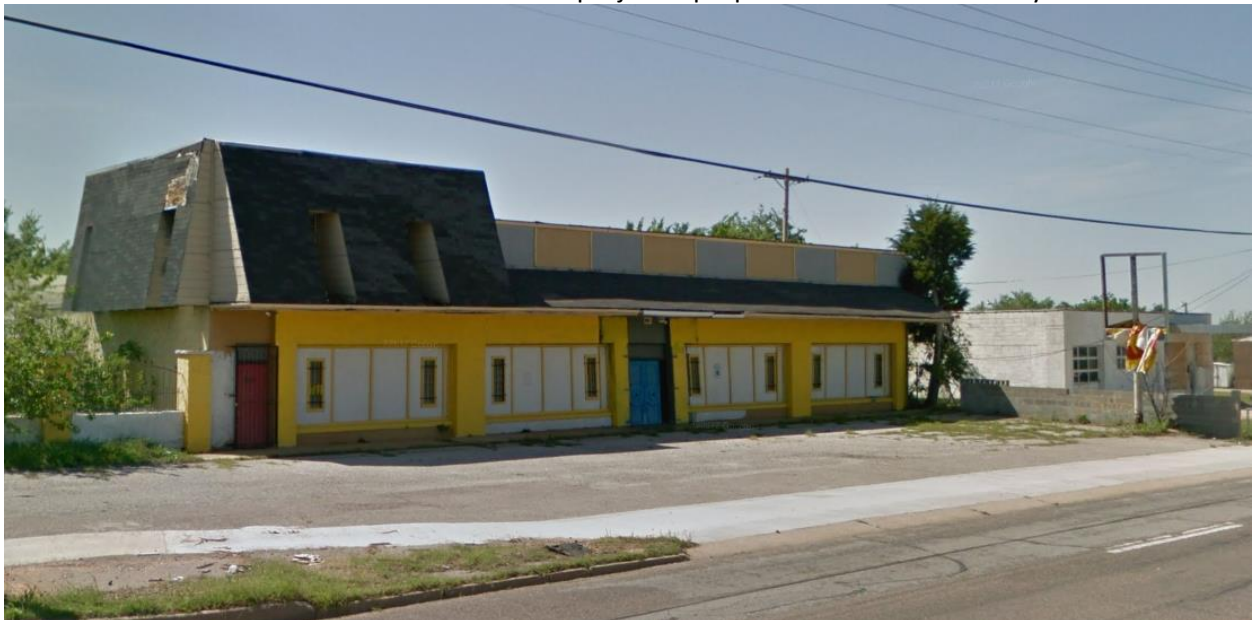
<b>Location</b>	1150 E Madison Street
<b>Developer</b>	To be determined
<b>Project Cost</b>	\$86,000
<b>Public Funding</b>	Purchased with CDBG Funds
<b>Jobs Created</b>	To be determined
<b>Uses</b>	To be determined
<b>Info</b>	On October 18, 2017, the OCURA Board of Commissioners approved Resolution 5821, authorizing the acquisition of this parcel by OCURA. On February 20, 2018, OCURA entered into a real estate purchase agreement with the owners of the parcel. The transaction closed on June 14, 2018. OCURA is in the process of cleaning up trash and debris from the site and will clean the site of any environmental issues once feasible project is proposed. An RFP is currently out for this site along with 1151 NE 23 <sup>rd</sup> Street to the south.



1150 E Madison Street

## 2501 N Martin Luther King Avenue

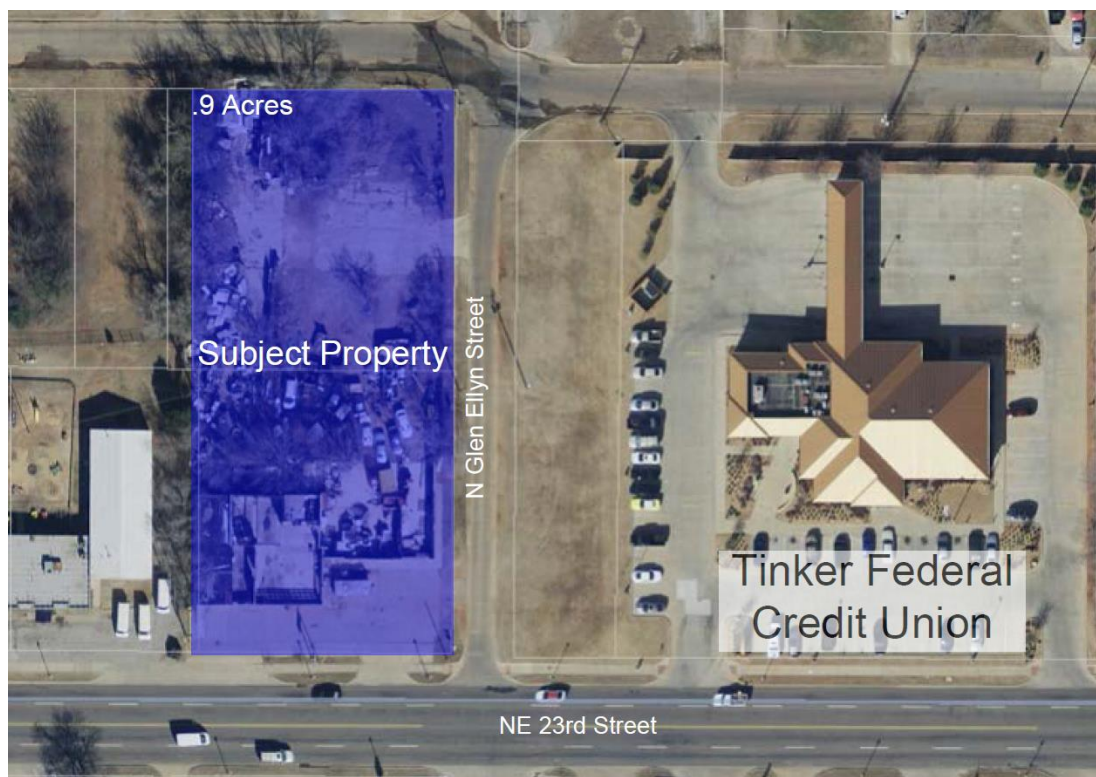
<b>Location</b>	2501 N Martin Luther King Avenue
<b>Developer</b>	To be determined
<b>Project Cost</b>	\$250,000
<b>Public Funding</b>	Purchased with CDBG Funds
<b>Jobs Created</b>	To be determined
<b>Uses</b>	To be determined
<b>Info</b>	On February 15, 2017, the OCURA Board of Commissioners approved Resolution 5786, authorizing the acquisition of this parcel by OCURA. On April 5, 2017, OCURA entered into a real estate purchase agreement with the owners of the parcel. The transaction closed on September 13, 2017. OCURA has demolished the structure and will clean the site of any environmental issues once a feasible project is proposed. An RFP is currently out for this site.



2501 N Martin Luther King Ave

## Northeast 23<sup>rd</sup> Street and North Glen Ellyn Street

<b>Location</b>	NW corner of NE 23 <sup>rd</sup> St and N Glen Ellyn St
<b>Developer</b>	To be determined
<b>Project Cost</b>	To be determined
<b>Public Funding</b>	To be determined
<b>Jobs Created</b>	To be determined
<b>Uses</b>	Mixed-use or commercial redevelopment
<b>Commenced</b>	RFP Released Monday, July 2, 2018
<b>Completed</b>	First RFP Due Date: Friday, September 28, 2018
<b>Info</b>	On July 2, 2018, OCURA released an RFP for proposals for a piece of land located at the northwest corner of NE 23 <sup>rd</sup> Street and N Glen Ellyn Street. The RFP was released on a “rolling” basis, meaning that if no proposal is either received or accepted by September 28, 2018, the RFP will automatically renew and roll into the next quarter. These new dates will be emailed out and posted on OCURA’s website. This particular site is being offered for mixed-use or commercial development that will contribute to the continued efforts to revitalize the Project Area and adjacent neighborhoods. The RFP can be found at <a href="https://www.ocura-ok.org/rfps">https://www.ocura-ok.org/rfps</a> .

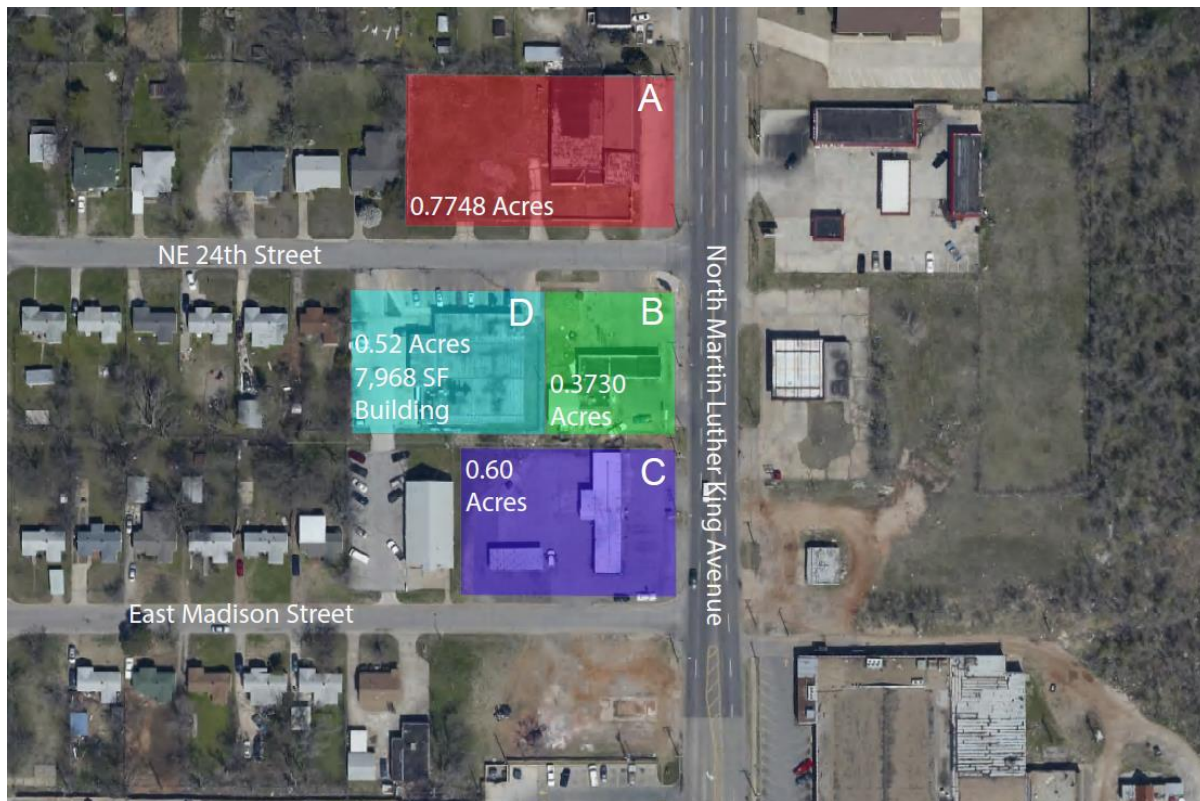


NE 23<sup>rd</sup> and N Glen Ellyn St RFP Site



## Northeast 24<sup>th</sup> Street and Martin Luther King Avenue

<b>Location</b>	Near the intersection of NE 24 <sup>th</sup> St and Martin Luther King Ave
<b>Developer</b>	To be determined
<b>Project Cost</b>	To be determined
<b>Public Funding</b>	To be determined
<b>Jobs Created</b>	To be determined
<b>Uses</b>	Mixed-use or commercial or residential development
<b>Commenced</b>	RFP Released Monday, July 2, 2018
<b>Completed</b>	First RFP Due Date: Friday, September 28, 2018
<b>Info</b>	On July 2, 2018, OCURA released an RFP for proposals for a piece of land located near the intersection of NE 24 <sup>th</sup> and Martin Luther King Ave. The RFP was released on a “rolling” basis, meaning that if no proposal is either received or accepted by September 28, 2018, the RFP will automatically renew and roll into the next quarter. These new dates will be emailed out and posted on OCURA’s website. This particular site is being offered for mixed-use commercial or residential development that will contribute to the continued efforts to revitalize the Project Area and adjacent neighborhoods. Interested persons may respond on one or all of the parcels shown below. The RFP can be found at <a href="https://www.ocura-ok.org/rfps">https://www.ocura-ok.org/rfps</a> .



NE 24<sup>th</sup> Street and N MLK Ave RFP Site



## Northeast 24<sup>th</sup> Street and North Jordan Avenue

<b>Location</b>	NW Corner of NE 24 <sup>th</sup> St and N Jordan Ave
<b>Developer</b>	To be determined
<b>Project Cost</b>	To be determined
<b>Public Funding</b>	To be determined
<b>Jobs Created</b>	To be determined
<b>Uses</b>	Adaptive Reuse Mixed-use commercial or residential development
<b>Commenced</b>	RFP Released Monday, July 2, 2018
<b>Completed</b>	First RFP Due Date, Friday: September 28, 2018
<b>Info</b>	On July 2, 2018, OCURA released an RFP for proposals for a piece of land located at the NW corner of NE 24 <sup>th</sup> St and N Jordan Ave. The RFP was released on a “rolling” basis, meaning that if no proposal is either received or accepted by September 28, 2018, the RFP will automatically renew and roll into the next quarter. These new dates will be emailed out and posted on OCURA’s website. This particular site consists of a former school building, Marcus Garvey. The site is being offered for adaptive reuse, preferably mixed-use commercial or residential development that will contribute to the continued efforts to revitalize the Project Area and adjacent neighborhoods. OCURA is interested in a creative proposal incorporating the existing building, which can serve as an example of redevelopment potential for other commercial developments and adaptive reuse projects in Northeast Oklahoma City. The RFP can be found at <a href="https://www.ocura-ok.org/rfps">https://www.ocura-ok.org/rfps</a> .



NE 24<sup>th</sup> and N Jordan Ave RFP Site

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, 2018

	<u>Closeout</u> <u>Project</u> <u>Fund</u>	<u>Revolving</u> <u>Fund</u>	<u>Core to Shore</u> <u>MAPS 3</u> <u>Fund</u>	<u>Core to Shore</u> <u>Buffer</u>	<u>SEP II</u> <u>Fund</u>	<u>Harrison-</u> <u>Walnut</u> <u>Other Fund</u>	<u>Nonfederal</u> <u>Fund</u>	<u>OCRC</u>	<u>Bass Pro</u> <u>Shop</u> <u>Fund</u>	<u>Total</u>
Assets										
Cash	1,263,165	74,666	52,502	2,475,811	-	-	1,002,019	139,633	356,498	5,364,293
Investments	1,721,642	-	-	-	-	-	494,000	-	-	2,215,642
Accounts Receivable	-	41,796	-	-	-	-	-	-	-	41,796
Due from Other Governmental Entities	-	48,816	-	-	-	-	-	-	-	48,816
Due from (to) Other Funds	1,066,781	(165,218)	(61,881)	(171,277)	8,523	(676,929)	-	-	-	-
Total Assets	4,051,588	60	(9,379)	2,304,535	8,523	(676,929)	1,496,019	139,633	356,498	7,670,548
Liabilities and Fund Balances										
Accounts Payable	-	60	-	-	-	-	-	-	-	60
Deposits	1,700	-	-	-	-	-	-	-	-	1,700
Total Liabilities	1,700	60	-	-	-	-	-	-	-	1,760
Total Fund Balances	3,903,109	-	(13,198)	2,277,180	8,523	(220,913)	1,494,489	139,680	396,716	7,985,585
Total Liabilities and Fund Balances	3,904,809	60	(13,198)	2,277,180	8,523	(220,913)	1,494,489	139,680	396,716	7,987,345
Revenues										
Grant Revenues - CDBG	836,368	-	-	-	-	834,699	-	-	-	1,671,068
Grant Revenues - Other	344,976	-	-	-	-	-	-	-	-	344,976
Rentals	1,300	-	-	1,350	19,420	-	-	-	629,205	651,274
Real Estate Sales	354,960	-	-	-	-	-	-	-	-	354,960
Interest	33,006	-	-	291	-	-	-	348	-	33,645
Core to Shore MAPS 3 Project	-	-	123,149	-	-	-	-	-	-	123,149
Other	2,346	-	-	600,000	-	-	-	-	-	602,346
Total Revenues	1,572,956	-	123,149	601,641	19,420	834,699	-	348	629,205	3,781,418
Expenditures										
General and Administrative	282,735	-	65,700	182,532	(8,402)	210,792	1,210	2,572	69,917	807,056
Real Estate Acquisition	97,877	-	125,219	1,422,678	-	707,241	1,150	-	-	2,354,164
Property Disposition	507,503	-	-	297,028	3,800	4,800	-	-	-	813,131
Site Clearance/Improvements	761,177	-	-	31,825	-	28,160	-	-	7,298	828,460
Legal	111,681	-	2,098	69,637	8,843	7,935	2,890	-	-	203,083
Other Professional	16,128	-	50	300,870	-	371	26,000	-	-	343,418
Property Management	239,980	-	-	2,377	-	90,580	-	-	144,604	477,541
Payments to the City of OKC	154,410	-	-	-	-	-	-	-	370,890	525,300
Other	14,215	-	-	-	6,656	5,734	536	-	8,746	35,887
Total Expenditures	2,185,706	-	193,066	2,306,947	10,897	1,055,612	31,786	2,572	601,454	6,388,040
Changes in Fund Balance	(612,749)	-	(69,917)	(1,705,305)	8,523	(220,913)	(31,786)	(2,224)	27,750	(2,606,621)
Fund Balance, Beginning of Year	4,515,858	-	56,719	3,982,485	-	-	1,526,274	141,904	368,966	10,592,206
Fund Balance, Current	3,903,109	-	(13,198)	2,277,180	8,523	(220,913)	1,494,489	139,680	396,716	7,985,585

**OKLAHOMA CITY****URBAN  
RENEWAL  
AUTHORITY**

To: Board of Commissioners  
 From: Catherine O'Connor, Executive Director  
 Date: September 19, 2018  
 Ref: Budget Variances for the Fiscal Year Ending June 30, 2018

**Background:** The Oklahoma City Urban Renewal Authority adopts an annual budget based on the activity we hope to accomplish each year. The following is a list of material budget variances and corresponding explanations for the fiscal year ending June 30, 2018.

Revenues	Actual	Budget	Variance	Explanation
Grant Revenues - CDBG	1,623,939	1,200,000	423,939	The 2016-17 CDBG contract was extended to allow for the completion of a project and moved receipt of those funds to fiscal year 2017-18. The 2017-18 CDBG contract was \$1.34 million.
Grant Revenues - Other	401,700	-	401,700	OCURA contracted with the City mid-year to build houses for low-to-moderate income persons with HUD HOME funds.
Real Estate Sales	354,960	2,625,000	(2,270,040)	Sale of V70 was budgeted for \$2.5 million but was not sold.
Core to Shore MAPS 3 Project	123,149	2,150,000	(2,026,851)	Payments for Core to Shore MAPS 3 relocation activity were budgeted but were not expended and therefore, not reimbursed.
Other	602,346	-	602,346	OCURA requested and received \$600k of TIF funds during the year to continue acquisition activity near the lower park.
<b>Expenditures</b>				
Real Estate Acquisition	2,361,014	2,780,000	(418,986)	Acquisition activity near the lower park was not budgeted and was offset by Core to Shore MAPS 3 activity that was budgeted but not expended.
Property Disposition	892,020	500,000	392,020	Expenses related to the HOME funds project were not budgeted.
Payments to the City of OKC	534,895	1,050,000	(515,105)	Program income from the sale of Page Woodson phase 3 was budgeted but did not sell.

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, 2018

	<u>Closeout</u> <u>Project</u> <u>Fund</u>	<u>Revolving</u> <u>Fund</u>	<u>Core to Shore</u> <u>MAPS 3</u> <u>Fund</u>	<u>Core to Shore</u> <u>Buffer</u>	<u>SEP II</u> <u>Fund</u>	<u>Harrison-</u> <u>Walnut</u> <u>Other Fund</u>	<u>Nonfederal</u> <u>Fund</u>	<u>OCRC</u>	<u>Bass Pro</u> <u>Shop</u> <u>Fund</u>	<u>Total</u>	<u>Budget</u> <u>2017-18</u>
Assets											
Cash	1,367,188	105,151	52,502	2,461,516	-	-	1,000,489	139,680	396,716	5,523,241	
Investments	1,721,642	-	-	-	-	-	494,000	-	-	2,215,642	
Accounts Receivable	-	46,789	-	-	-	-	-	-	-	46,789	
Due from Other Governmental Entities	173,248	27,564	-	-	-	-	-	-	-	200,812	
Due from (to) Other Funds	105,151	65,075	-	(170,227)	-	-	-	-	-	-	
Total Assets	3,367,229	244,580	52,502	2,291,290	-	-	1,494,489	139,680	396,716	7,986,485	
Liabilities and Fund Balances											
Accounts Payable	-	-	-	-	-	-	-	-	-	-	
Deposits	900	-	-	-	-	-	-	-	-	900	
Total Liabilities	900	-	-	-	-	-	-	-	-	900	
Total Fund Balances	3,366,329	244,580	52,502	2,291,290	-	-	1,494,489	139,680	396,716	7,985,585	
Total Liabilities and Fund Balances	3,367,229	244,580	52,502	2,291,290	-	-	1,494,489	139,680	396,716	7,986,485	
Revenues											
Grant Revenues - CDBG	789,240	-	-	-	-	834,699	-	-	-	1,623,939	1,200,000
Grant Revenues - Other	401,700	-	-	-	-	-	-	-	-	401,700	-
Rentals	1,300	-	-	1,350	19,420	-	-	-	629,205	651,274	700,000
Real Estate Sales	354,960	-	-	-	-	-	-	-	-	354,960	2,625,000
Interest	33,006	-	-	291	-	-	-	348	-	33,645	45,000
Core to Shore MAPS 3 Project	-	-	123,149	-	-	-	-	-	-	123,149	2,150,000
Other	2,346	-	-	600,000	-	-	-	-	-	602,346	-
Total Revenues	1,582,552	-	123,149	601,641	19,420	834,699	-	348	629,205	3,791,014	6,720,000
Expenditures											
General and Administrative	282,735	-	65,700	182,532	(8,402)	210,792	1,210	2,572	69,917	807,056	922,000
Real Estate Acquisition	97,877	-	125,219	1,424,528	-	707,241	6,150	-	-	2,361,014	2,780,000
Property Disposition	571,617	-	-	311,803	3,800	4,800	-	-	-	892,020	500,000
Site Clearance/Improvements	697,063	-	-	15,200	-	28,160	-	-	7,298	747,721	600,000
Legal	111,681	-	2,098	69,637	8,843	7,935	2,890	-	-	203,083	325,000
Other Professional	16,128	-	50	300,870	-	371	21,000	-	-	338,418	350,000
Property Management	239,980	-	-	2,377	-	90,580	-	-	144,604	477,541	489,500
Payments to the City of OKC	164,005	-	-	-	-	-	-	-	370,890	534,895	1,050,000
Other	14,215	-	-	-	6,656	5,734	536	-	8,746	35,887	60,000
Total Expenditures	2,195,301	-	193,066	2,306,947	10,897	1,055,612	31,786	2,572	601,454	6,397,635	7,076,500
Changes in Fund Balance	(612,749)	-	(69,917)	(1,705,305)	8,523	(220,913)	(31,786)	(2,224)	27,750	(2,606,621)	(356,500)
Fund Balance, Beginning of Year	4,515,858	-	56,719	3,982,485	-	-	1,526,274	141,904	368,966	10,592,206	
Transfers In (Out)	(536,780)	244,580	65,700	14,110	(8,523)	220,913	-	-	-	-	
Fund Balance, Current	3,366,329	244,580	52,502	2,291,290	-	-	1,494,489	139,680	396,716	7,985,585	

Unaudited - For Management Use Only

Oklahoma City Urban Renewal Authority  
Combining Balance Sheet and  
Statement of Revenues, Expenditures and Changes in Fund Balance  
as of and for the One Month Ending July 31, 2018

	<u>Closeout</u> <u>Project</u> <u>Fund</u>	<u>Revolving</u> <u>Fund</u>	<u>Core to Shore</u> <u>MAPS 3</u> <u>Fund</u>	<u>Core to Shore</u> <u>Buffer</u>	<u>SEP II</u> <u>Fund</u>	<u>Harrison-</u> <u>Walnut</u> <u>Other Fund</u>	<u>Nonfederal</u> <u>Fund</u>	<u>OCRC</u>	<u>Bass Pro</u> <u>Shop</u> <u>Fund</u>	<u>Total</u>	<u>Budget</u> <u>2018-19</u>
Assets											
Cash	1,130,117	88,634	52,502	2,321,047	-	-	513,026	139,728	436,933	4,681,987	
Investments	1,966,642	-	-	-	-	-	984,000	-	-	2,950,642	
Accounts Receivable	-	45,929	-	-	-	-	-	-	-	45,929	
Due from Other Governmental Entities	5,677	42,617	-	-	-	-	-	-	-	48,294	
Due from (to) Other Funds	151,891	67,400	(4,149)	(192,084)	99	(23,158)	-	-	-	-	
Total Assets	3,254,327	244,580	48,354	2,128,964	99	(23,158)	1,497,026	139,728	436,933	7,726,852	
Liabilities and Fund Balances											
Accounts Payable	-	-	-	-	-	-	-	-	-	-	
Deposits	900	-	-	-	-	-	-	-	-	900	
Total Liabilities	900	-	-	-	-	-	-	-	-	900	
Total Fund Balances	3,253,427	244,580	48,354	2,128,964	99	(23,158)	1,497,026	139,728	436,933	7,725,952	
Total Liabilities and Fund Balances	3,254,327	244,580	48,354	2,128,964	99	(23,158)	1,497,026	139,728	436,933	7,726,852	
Revenues											
Grant Revenues - CDBG	-	-	-	-	-	-	-	-	-	-	1,200,000
Grant Revenues - Other	2,464	-	-	-	-	-	-	-	-	2,464	800,000
Lease Revenues	400	-	-	-	833	-	-	-	52,434	53,667	700,000
Real Estate Sales	1,575	-	-	-	-	-	-	-	-	1,575	6,350,000
Interest	5,757	-	-	21	-	-	2,756	48	-	8,582	45,000
Core to Shore MAPS 3 Project	-	-	-	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-	-	-	1,000,000
Total Revenues	10,196	-	-	21	833	-	2,756	48	52,434	66,288	10,095,000
Expenditures											
General and Administrative	13,572	-	4,149	20,530	237	13,216	219	-	-	51,922	935,000
Real Estate Acquisition	79,376	-	-	101,618	-	-	-	-	-	180,993	3,000,000
Property Disposition	1,134	-	-	-	-	-	-	-	-	1,134	1,000,000
Site Clearance/Improvements	1,500	-	-	-	-	-	-	-	-	1,500	1,000,000
Legal	10,356	-	-	7,638	498	2,445	-	-	-	20,937	300,000
Other Professional	-	-	-	31,209	-	-	-	-	-	31,209	400,000
Property Management	17,161	-	-	1,352	-	7,497	-	-	12,216	38,225	498,000
Payments to the City of OKC	-	-	-	-	-	-	-	-	-	-	2,300,000
Other	-	-	-	-	-	-	-	-	-	-	60,000
Total Expenditures	123,098	-	4,149	162,347	735	23,158	219	-	12,216	325,921	9,493,000
Changes in Fund Balance	(112,902)	-	(4,149)	(162,326)	99	(23,158)	2,537	48	40,218	(259,633)	602,000
Fund Balance, Beginning of Year	3,366,329	244,580	52,502	2,291,290	-	-	1,494,489	139,680	396,716	7,985,585	
Fund Balance, Current	3,253,427	244,580	48,354	2,128,964	99	(23,158)	1,497,026	139,728	436,933	7,725,952	

Unaudited - For Management Use Only

Oklahoma City Urban Renewal Authority  
Schedule of Investments  
July 31, 2018

<u>Investments</u>	<u>Interest</u> <u>Rate</u>	<u>Maturity</u> <u>Date</u>	<u>Settlement</u> <u>Date</u>	<u>Amount</u>
Bank of India NY CD	1.80%	01/23/19	01/25/18	247,000
Cathay Bank CD	1.80%	01/29/19	01/29/18	247,000
Ally Bank CD	1.65%	05/28/19	05/25/17	247,000
Sallie Mae Bank CD	1.65%	06/21/19	06/21/17	248,000
Discover Bank CD	2.10%	08/20/19	02/15/17	242,642
State Bank of India CD	2.15%	09/11/19	02/15/17	243,000
Goldman Sachs Bank USA CD	2.25%	01/24/20	01/24/18	247,000
Wells Fargo Bank NA CD	2.80%	07/13/20	07/13/18	245,000
Medallion Bank Utah CD	2.70%	07/20/20	07/19/18	245,000
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
BMW Bank North America CD	3.00%	07/13/21	07/13/18	245,000
Total Investments	2.22%			2,950,642