

AGENDA  
REGULAR MEETING OF  
OKLAHOMA CITY URBAN RENEWAL AUTHORITY  
WEDNESDAY, OCTOBER 20, 2021  
CONFERENCE ROOM  
431 WEST MAIN STREET, SUITE B  
10:30 A.M.

1. Call to Order
2. Statement of Compliance with the Oklahoma Open Meeting Law
3. Roll Call
4. Reading and Approval of Minutes of a Regular Meeting on Wednesday, September 15, 2021

**MAPS SPORTS ENTERTAINMENT PARKING**

5. Resolution No. \_\_\_\_\_ Approving an Amendment to the Development Plan (Including Phasing Plan), as Amended, for the Bricktown Entertainment Center, MAPS-Sports-Entertainment-Parking Support Redevelopment Plan
6. Resolution No. \_\_\_\_\_ Approving Second Amended and Corrected Terminable Non-Exclusive Easement, for the Bricktown Entertainment Center, MAPS-Sports-Entertainment-Parking Support Redevelopment Plan
7. Resolution No. \_\_\_\_\_ Approving Partial Assignment of Redevelopment Agreement and Agreement to Exercise Option to Purchase from Bricktown Entertainment, L.L.C., to the City of Oklahoma City, for those Portions of Bricktown Entertainment Center Phase III Adjacent to the Centennial Land Run and the Northernmost Extension of the Oklahoma Riverfront Improvements, MAPS-Sports-Entertainment-Parking Support Redevelopment Plan

**HARRISON-WALNUT**

8. Resolution No. \_\_\_\_\_ Authorizing Acquisition of Parcels of Land Located Adjacent to I-235, between N.E. 13<sup>th</sup> Street and N.E. 5<sup>th</sup> Street, from the Oklahoma Department Of Transportation, Harrison-Walnut Urban Renewal Plan

**JFK PROJECT AREA**

9. Resolution No. \_\_\_\_\_ Approving a Redevelopment Agreement with Angelia Hill for Development of Two Single-Family Residences, Near the Intersection of Northeast 8<sup>th</sup> Street and North Jordan Avenue and on North Lottie Avenue in between East Park Place and Northeast 11th Street, John F. Kennedy Urban Renewal Plan

OCURA AGENDA

October 20, 2021

Page 2

10. Resolution No. \_\_\_\_\_ Approving a Redevelopment Agreement with Sara Cowan for Development of a Single-Family Residence on Northeast 14<sup>th</sup> Street in between North Martin Luther King Avenue and North Irving Street, John F. Kennedy Urban Renewal Plan

**GENERAL MATTERS**

11. Resolution No. \_\_\_\_\_ Authorizing a Community Development Block Grant Operating Agreement with the City of Oklahoma City for Fiscal Year 2021–2022 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 CDBG Operating Agreement between the Oklahoma City Urban Renewal Authority and the City Of Oklahoma City for Fiscal Year 2021–2022
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, 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 for Fiscal Year 2021–2022
14. Resolution No. \_\_\_\_\_ Approving a Budget Amendment for the Period of July 1, 2021, through June 30, 2022 and Authorizing the Executive Director to Make Future Budget Adjustments
15. Presentation Interim Financial Report for the Period of August 31, 2021
16. Staff Report
17. Citizens to be heard
18. Adjournment

Official action can only be taken on items which appear on the Agenda. The OCURA Board of Commissioners may adopt, approve, ratify, deny, defer, recommend, amend, strike, or continue any agenda item. When more information is needed to act on an item, the Commissioners may refer the matter to the Executive Director or Legal Counsel. The Board may also refer items to staff or committees for additional study. Under certain circumstances, items are deferred to a specific later date or stricken from the agenda entirely.

Posted at the offices of the City Clerk, and at 431 W. Main Street, Suite B by 10:30 a.m. on Tuesday, October 19, 2021 by Shira Lucky, Convening & Outreach Specialist

MINUTES OF REGULAR MEETING  
OF THE  
OKLAHOMA CITY URBAN RENEWAL AUTHORITY  
WEDNESDAY, SEPTEMBER 15, 2021

A Regular Meeting of the Board of Commissioners of the Oklahoma City Urban Renewal Authority (“Authority”) was held on Wednesday, September 15, 2021 at 10:31 a.m. in the conference room located at 431 West Main, Suite B; Oklahoma City, Oklahoma 73102.

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

Mr. James R. Tolbert, III  
Mr. Lee E. Cooper, Jr.  
Mr. Russell M. Perry  
Ms. Judy J. Hatfield

Commissioners Absent:

Mr. J. Larry Nichols

Staff Members Present:

Catherine O’Connor, Executive Director  
Dan Batchelor, OCURA, General Counsel, CEDL  
Leslie Batchelor, OCURA, Associate General Counsel, CEDL  
Emily Pomeroy and Jeff Sabin, CEDL  
Olen Cook, Keith Kuhlman, Geri Harlan, Shira Lucky, Leana Dozier, Cassi Poor, and Pam Lunnon, The Alliance

Others Present:

Tim Strange, Rose Rock Development  
Sandino Thompson, Eight Twenty  
Tony Capucille, Eight Twenty  
Andy Burnett, Burnett Equity  
Taylor West, Burnett Equity

**OCURA Board of Commissioners, Wednesday, September 15, 2021**

***Agenda Item No. 5 was stricken prior to the meeting***

The Acting Chairman requested a motion to approve the circulated minutes of the Regular Board Meeting of the Oklahoma City Urban Renewal Authority held on Wednesday, August 18, 2021. Commissioner Perry moved the adoption of the minutes and upon second by Commissioner Hatfield, motion carried by the following roll call votes:

Mr. J. Larry Nichols	Absent
Ms. Judy J. Hatfield	Aye
Mr. Russell M. Perry	Aye
Mr. James R. Tolbert, III	Aye
Mr. Lee E. Cooper, Jr.	Aye

Minutes Approved

***The Acting Chairman introduced the following resolutions:***

**CORE TO SHORE**

***Resolution No. 5991 entitled:***

***“Resolution Approving a First Amendment to the Contract for Sale of Land and Redevelopment with Boulevard Place OKC, LLC to Extend Performance Dates for the Redevelopment of Property Located on the Southeast Corner of Oklahoma City Boulevard and Broadway Avenue, Core to Shore Urban Renewal Plan”***

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

Mr. J. Larry Nichols	Absent
Ms. Judy J. Hatfield	Aye
Mr. Russell M. Perry	Aye
Mr. James R. Tolbert, III	Aye
Mr. Lee E. Cooper, Jr.	Aye

Resolution Adopted

**MAPS SPORTS ENTERTAINMENT PARKING**

***Resolution No. 5992 entitled:***

**OCURA Board of Commissioners, Wednesday, September 15, 2021**

***“Conditionally Designating a Redeveloper for Certain Property Located Near the Intersection of Interstate 235 and Northeast 1<sup>st</sup> Street, Maps Sports-Entertainment-Parking Support Redevelopment Plan”***

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

Mr. J. Larry Nichols	Absent
Ms. Judy J. Hatfield	Aye
Mr. Russell M. Perry	Aye
Mr. James R. Tolbert, III	Aye
Mr. Lee E. Cooper, Jr.	Aye

Resolution Adopted

**HARRISON/WALNUT**

***Resolution No. 5993 entitled:***

***“Conditionally Designating a Redeveloper for Certain Property Generally Located between Russell M. Perry Avenue, Main Street, N.E. 1<sup>st</sup> Street, and N.E. 2<sup>nd</sup> Street, Harrison-Walnut Urban Renewal Plan, As Amended”***

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

Mr. J. Larry Nichols	Absent
Ms. Judy J. Hatfield	Aye
Mr. Russell M. Perry	Aye
Mr. James R. Tolbert, III	Aye
Mr. Lee E. Cooper, Jr.	Aye

Resolution Adopted

**CENTRAL BUSINESS DISTRICT**

***Resolution No. 5994 entitled:***

**OCURA Board of Commissioners, Wednesday, September 15, 2021**

***“Approving Proposed Partial Assignment and Assumption of Contract for Sale of Land and Redevelopment between the Oklahoma City Urban Renewal Authority and Alley’s End OKC, LLC to 34 Parking, LLC; Conditionally Designating 34 Parking, LLC as a Redeveloper; Authorizing the Transfer of Property to the Oklahoma City Redevelopment Corporation; and Approving an Amended and Restated Contract for Sale of Land and Redevelopment with Alley’s End, LLC for the Redevelopment of Property Located at the Southeast Corner of North E.K. Gaylord Boulevard and Northwest 4th Street, Constituting Redevelopment Parcel No. 1, Amended and Reissued Central Business District Urban Renewal Plan (Project Okla. R-30)”***

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

Mr. J. Larry Nichols	Absent
Ms. Judy J. Hatfield	Aye
Mr. Russell M. Perry	Aye
Mr. James R. Tolbert, III	Aye
Mr. Lee E. Cooper, Jr.	Aye

Resolution Adopted

### ***Financial Report***

Geri Harlan presented the financial reports through July 31, 2021.

Commissioner Hatfield moved to accept financials, and upon second by Commissioner Cooper, motion carried by the following roll call vote:

Mr. J. Larry Nichols	Absent
Ms. Judy J. Hatfield	Aye
Mr. Russell M. Perry	Aye
Mr. James R. Tolbert, III	Aye
Mr. Lee E. Cooper, Jr.	Aye

Financials Received

***Staff Report - none***

***Citizens to be heard***

**OCURA Board of Commissioners, Wednesday, September 15, 2021**

There being no further business to come before the Board, the Acting Chairman adjourned the meeting at 11:11 a.m.

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Secretary

**OCURA Board of Commissioners, Wednesday, September 15, 2021**

**OKLAHOMA CITY**

**URBAN  
RENEWAL  
AUTHORITY**

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To: Board of Commissioners  
From: Catherine O'Connor, Executive Director  
Date: October 20, 2021  
Ref: Resolution Approving an Amendment to the Development Plan (Including Phasing Plan), as Amended, for the Bricktown Entertainment Center, MAPS-Sports-Entertainment-Parking Support Redevelopment Plan

**Background:** OCURA has approved a Redevelopment Agreement with Bricktown Entertainment, L.L.C. as amended, providing for development of the Bricktown Entertainment Center in accordance with the Urban Renewal Plan. The Redevelopment Agreement required submission of a Development Plan, which included a schematic site plan, development guidelines, proposed uses, public undertakings, and a proposed phasing plan.

The Redeveloper has previously submitted, and both OCURA and the City approved, a Development Plan in accordance with the Redevelopment Agreement, including approving several subsequent amendments as have been necessary for new phases of the Bricktown Entertainment Center. OCURA has previously approved an Agreement to Exercise Option to Purchase the property identified in the Redevelopment Agreement and Development Plan as the "Phase III Property," located primarily south of Oklahoma City Boulevard adjacent to the east from the southernmost section of the Bricktown Canal and the Oklahoma Land Run Monument.

The Redeveloper has proposed additional developments in the portions of the Bricktown Entertainment Center identified in the Redevelopment Agreement and Development Plan as "Phase III" and it is appropriate and desirable to authorize an amendment to the Development, including its phasing plan.

**Summary of Agenda Item:** The resolution approves an Amendment to the Development Plan and Phasing Plan

**Recommendation:** Approval of Resolution

**Attachments:** Supplemental Amendment to Phase III



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

**RESOLUTION APPROVING AN AMENDMENT TO THE DEVELOPMENT PLAN (INCLUDING PHASING PLAN), AS AMENDED, FOR THE BRICKTOWN ENTERTAINMENT CENTER, MAPS-SPORTS-ENTERTAINMENT-PARKING SUPPORT REDEVELOPMENT PLAN**

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**WHEREAS**, The City of Oklahoma City (“City”) has previously adopted the MAPS-Sports-Entertainment-Parking Support Redevelopment Plan (“Urban Renewal Plan”); and

**WHEREAS**, pursuant to the Urban Renewal Plan and approval by the City, the Oklahoma City Urban Renewal Authority (“Authority”) has approved a Redevelopment Agreement (“Redevelopment Agreement”) with Bricktown Entertainment, L.L.C. (“Redeveloper”), as amended, providing for development of the Bricktown Entertainment Center in accordance with the Urban Renewal Plan; and

**WHEREAS**, the Redevelopment Agreement required submission of a development plan (“Development Plan”), which included a schematic site plan, development guidelines, proposed uses, public undertakings, and a proposed phasing plan; and

**WHEREAS**, the Redeveloper has previously submitted, and both the Authority and the City approved, a Development Plan in accordance with the Redevelopment Agreement, including approving several subsequent amendments as have been necessary for new phases of the Bricktown Entertainment Center; and

**WHEREAS**, pursuant to the Redevelopment Agreement, as amended, the Authority has previously approved an Agreement to Exercise Option to Purchase the property identified in the Redevelopment Agreement and Development Plan as the “Phase III Property,” located primarily south of Oklahoma City Boulevard adjacent to the east from the southernmost section of the Bricktown Canal and the Oklahoma Land Run Monument; and

**WHEREAS**, the Redeveloper has proposed additional developments in the portions of the Bricktown Entertainment Center identified in the Redevelopment Agreement and Development Plan as “Phase III”; and

**WHEREAS**, it is appropriate and desirable to authorize an amendment to the Development Plan, including its phasing plan, the form of which is attached to this Resolution as “Exhibit A.”

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

1. The proposed Amendment to the Bricktown Entertainment Center Development Plan, including the referenced changes to its phasing plan, the form of which is

attached as "Exhibit A," is hereby approved and incorporated into the Redevelopment Agreement.

2. Final legal descriptions, easements, and any adjustments thereto are deferred for determination by the Authority pursuant to Section 4 of the Redevelopment Agreement, as amended, based on submission by the Redeveloper of schematic design and design development documents pursuant to Section 5 of the Redevelopment Agreement, as amended.
3. 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 approval and to implement the provisions of the Redevelopment Agreement, as amended, and all actions previously taken for such purposes are hereby ratified.

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 **20<sup>th</sup>** day of **October, 2021**; 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**

**SUPPLEMENTAL AMENDMENT TO  
BRICKTOWN ENTERTAINMENT CENTER  
DEVELOPMENT PLAN AND PHASING PLAN  
WITH RESPECT TO PHASE III**

(a) The approved Development Plan for Bricktown Entertainment Center is hereby amended to incorporate the following provisions. Where the following provisions conflict with the approved Development Plan, the provisions below control. Where no conflict exists, the following provisions shall supplement the approved Development Plan.

(b) The Phasing Plan included as part of the Development Plan is hereby amended to include the following:

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**Overflow Support Parking and Restaurant & Entertainment (including outdoor seating area) (Designated on site plan as Phase III Option Land):**

**TRACT A**

Tract A-1

USE: Overflow parking area also designated as “no build zone” located south of Oklahoma City Boulevard and east of the canal.

Approximately 284 parking spaces

TARGET COMMENCEMENT AND COMPLETION DATE: Previously constructed and completed.

Tract A-2

USE: Also designated as “no build zone,” but includes ramps connecting parking lot to the northernmost portion of the Oklahoma River improvements.

TARGET COMMENCEMENT  
AND COMPLETION DATE: Previously constructed and  
completed.

**TRACT B**

Tract B-1

USE: Restaurant and entertainment facility  
including outdoor seating area and  
other attractions.

TARGET COMMENCEMENT  
DATE: June 1, 2022

TARGET COMPLETION  
DATE: June 1, 2023

Tract B-2

USE: Within area covered by Terminable  
Non-Exclusive Easement; includes  
sidewalks, landscaping, and portion  
of Centennial Land Run Monument  
adjacent to canal.

TARGET COMMENCEMENT  
AND COMPLETION DATE: Previously constructed and  
completed.

All target beginning and completion dates are projections only. Although the Redeveloper will use its best efforts to meet such time frames, the actual beginning and completion dates may be earlier or later than set forth in this Phasing Plan. The target beginning and completion dates may also be affected by conditions beyond the Redevelopers control including, without limitations, war, strikes, litigation, lockouts, riots, floods, earthquakes, fires, acts of God, acts of the public enemy, epidemics, quarantine restrictions, lack of transportation, governmental restrictions, unusually severe or inclement weather or any other cause beyond the control, and without the fault, of the Redeveloper.

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(c) The site plan and schematic design concepts included with the Development Plan are hereby amended to include the revisions to the Phase III Option Land illustrated by the attached documentation specific to Phase III, Tract B.

[see following pages for Phase III, Tract B Schematics and Site Plan]



# Oklahoma City, OK

High Level Direction

April 2020

DEVELOPED BY



HUFFINGTON POST  
IS JASON BOSO'S TRUCK YARD  
A GLIMPSE OF THE FUTURE

EATER · EPIC  
SANDWICHES TO EAT  
IN DALLAS

ZAGAT · 21 TOTALLY  
UNIQUE RESTAURANTS AND  
BARS IN DALLAS

10 MOST KID-FRIENDLY  
BARS IN AMERICA  
FATHERLY.COM

TRAVEL CHANNEL'S  
TOP 100 PLACES TO  
CHOW DOWN IN AMERICA

D MAGAZINE BEST  
PLACE TO SOCIALIZE  
WITH YOUR DOG

FOOD NETWORK  
BEST PLACES IN AMERICA  
FOR A HANGOVER BRUNCH

ZAGAT · BEST BAR FOR  
BAR HOPPING

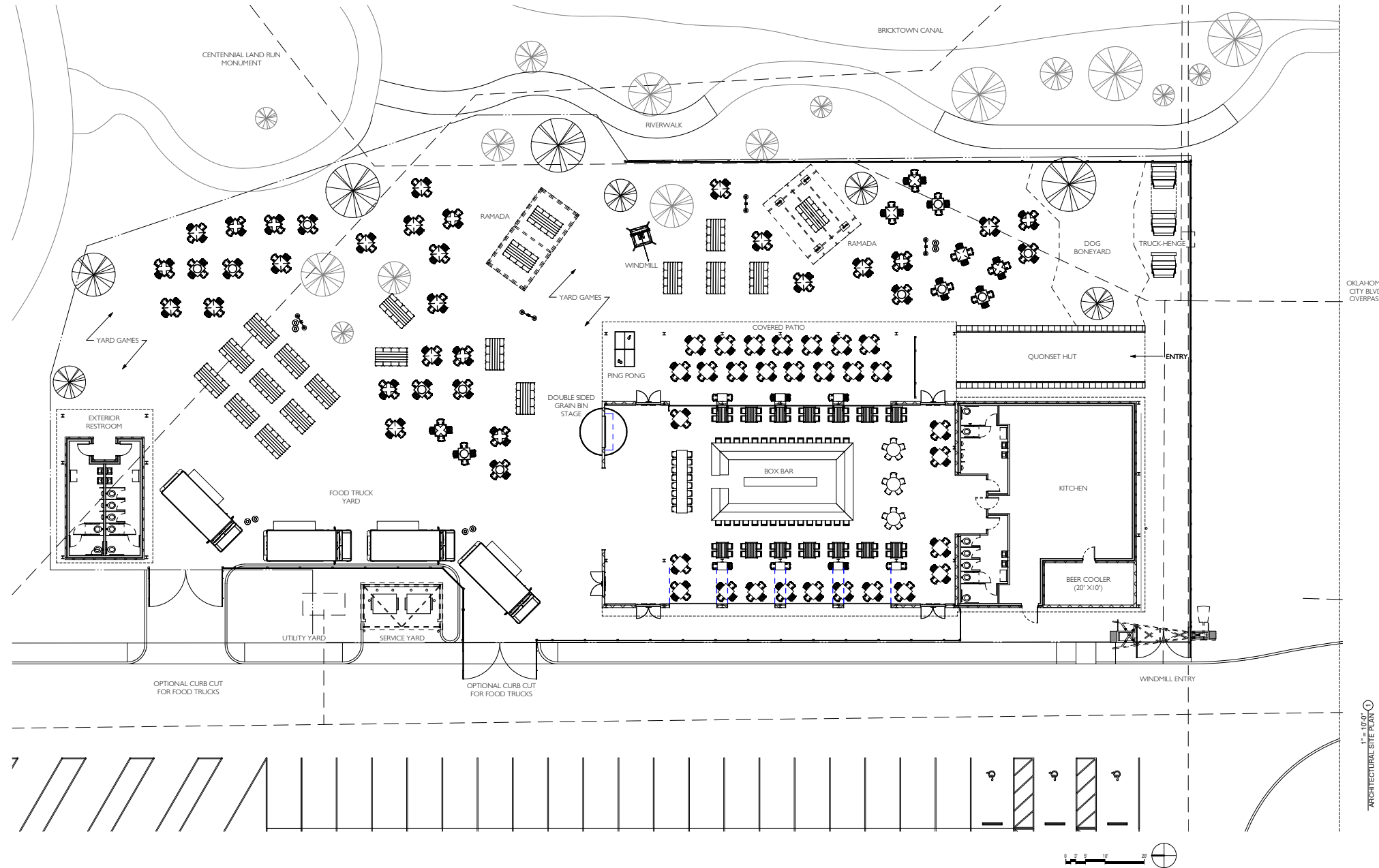
EATER · MOST  
KID-FRIENDLY  
RESTAURANTS IN DALLAS

NATIONAL GEOGRAPHIC  
WHAT TO SEE AND DO  
IN DALLAS





SEAT COUNT	
INTERIOR SEATS	: 394
EXTERIOR SEATS	: 181
TOTAL SEATS	: 575





Interior Inspired by Dive Bars



Ramadas for Covered Patio Seating



Decorative Oil Rigs



Aged Antique Grain Bins as a Stage



Dog Friendly Patio



Vintage Neon Signage



Reclaimed Windmills



Truck-Henge







**OKLAHOMA CITY**

URBAN  
RENEWAL  
AUTHORITY

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To: Board of Commissioners  
From: Catherine O'Connor, Executive Director  
Date: October 20, 2021  
Ref: Resolution Approving Second Amendment and Corrected Terminable Non-Exclusive Easement, for the Bricktown Entertainment Center, MAPS-Sports-Entertainment-Parking Support Redevelopment Plan

**Background:** OCURA has approved a Redevelopment Agreement with Bricktown Entertainment, L.L.C. as amended, providing for development of the Bricktown Entertainment Center in accordance with the Urban Renewal Plan. As part of the development of the Bricktown Canal, OCURA has granted a Terminable Non-Exclusive Easement to the City of Oklahoma City, giving the City rights to construct and maintain utilities, facilities, recreational and open space, pedestrian and vehicular ways, and plaza areas adjacent to the Bricktown Canal. The Easement has been amended once previously to account for proposed development incursions.

OCURA has previously approved an Agreement to Exercise Option to Purchase the property identified in the Redevelopment Agreement and Development Plan as the "Phase III Property," located primarily south of Oklahoma City Boulevard adjacent to the east from the southernmost section of the Bricktown Canal and the Oklahoma Land Run Monument.

The Redeveloper has submitted an amendment to the Development Plan for additional development in Phase III. A portion of the property proposed for additional development lies within the area subject in Phase III. A portion of the property proposed for additional development lies within the area subject to the Easement. It is appropriate and desirable to authorize an amendment to the Easement that still provides the City with the Space it needs to operate the canal and adjacent improvements but removes the areas necessary for Phase III development.

**Summary of Agenda Item:** The resolution approves a Second Amendment and Corrected Terminable Non-Exclusive Easement

**Recommendation:** Approval of Resolution

**Attachments:** Second Amended and Corrected Terminable Non-Exclusive Easement

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

**RESOLUTION APPROVING SECOND AMENDED AND CORRECTED TERMINABLE  
NON-EXCLUSIVE EASEMENT, FOR THE BRICKTOWN ENTERTAINMENT  
CENTER, MAPS-SPORTS-ENTERTAINMENT-PARKING SUPPORT  
REDEVELOPMENT PLAN**

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**WHEREAS**, The City of Oklahoma City (“City”) has previously adopted the MAPS-Sports-Entertainment-Parking Support Redevelopment Plan (‘Urban Renewal Plan’); and

**WHEREAS**, pursuant to the Urban Renewal Plan and approval by the City, the Oklahoma City Urban Renewal Authority (“Authority”) has approved a Redevelopment Agreement (“Redevelopment Agreement”) with Bricktown Entertainment, L.L.C. (“Redeveloper”), as amended, providing for development of the Bricktown Entertainment Center in accordance with the Urban Renewal Plan; and

**WHEREAS**, as part of the development of the Bricktown Canal, the Authority has granted a Terminable Non-Exclusive Easement (“Easement”) to the City of Oklahoma City, giving the City rights to construct and maintain utilities, facilities, recreational and open space, pedestrian and vehicular ways, and plaza areas adjacent to the Bricktown Canal; and

**WHEREAS**, the Easement has been amended once previously to account for proposed development incursions; and

**WHEREAS**, pursuant to the Redevelopment Agreement, as amended, the Authority has previously approved an Agreement to Exercise Option to Purchase the property identified in the Redevelopment Agreement and Development Plan as the “Phase III Property,” located primarily south of Oklahoma City Boulevard adjacent to the east from the southernmost section of the Bricktown Canal and the Oklahoma Land Run Monument; and

**WHEREAS**, the Redeveloper has submitted an amendment to the Development Plan required under the Redevelopment Agreement, for additional development in Phase III of the Bricktown Entertainment Center; and

**WHEREAS**, a portion of the property Redeveloper has proposed for additional development lies within the area subject to the Easement; and

**WHEREAS**, it is appropriate and desirable to authorize an amendment to the Easement that still provides the City with the space it needs to operate the canal and adjacent improvements, but removes areas necessary for the Phase III development.

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

1. The proposed Second Amended and Corrected Terminable Non-Exclusive Easement, the form of which is attached as “Exhibit A,” is hereby 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, including approving edits to such documents required by the City, to implement this approval and to implement the provisions of the Redevelopment Agreement, as amended, and all actions previously taken for such purposes are hereby ratified.

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 **20<sup>th</sup>** day of **October, 2021**; 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

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

The City of Oklahoma City  
Office of the City Clerk  
200 Municipal Building  
Oklahoma City, Oklahoma 73102

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(SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY)

**SECOND AMENDED AND CORRECTED  
TERMINABLE NON-EXCLUSIVE EASEMENT**  
(MAPS CANAL EASEMENT)

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

**WHEREAS**, an Urban Renewal Plan (which, together with all modifications thereof made after the date of this Terminable Non-exclusive Easement in accordance with applicable law, is hereafter referred to as the “*Urban Renewal Plan*”) for the MAPS Sports-Entertainment-Parking Support Redevelopment Plan (hereafter referred to as the “*Project*”) has been adopted and approved by the City Council of the City of Oklahoma City, which Urban Renewal Plan, as it exists on the date hereof, is recorded in the Office of the City Clerk of Oklahoma City; and

**WHEREAS**, the Oklahoma City Urban Renewal Authority has heretofore granted a Terminable Non-Exclusive Easement to the City of Oklahoma City, which is recorded in the office of the Oklahoma County Clerk, in Book 7209, pages 669-671, on December 12, 1997, and was amended by an Amended and Corrected Terminable Non-Exclusive Easement, which is recorded in the office of the Oklahoma County Clerk, in Book 7512, pages 1852-1855, on February 3, 1999; and

**WHEREAS**, it is appropriate and desirable to amend and correct the above referenced Amended and Corrected Terminable Non-Exclusive Easement; and

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

**WHEREAS**, pursuant to the Urban Renewal Plan and the Oklahoma Urban Redevelopment Law, the Oklahoma City Urban Renewal Authority is authorized to convey individual portions of the Project area.

**NOW, THEREFORE**, this Easement, made this \_\_\_\_ day of October, 2021, by and between the Oklahoma City Urban Renewal Authority (hereafter referred to as “*Grantor*”),

acting herein pursuant to the above-mentioned law, and the City of Oklahoma City (hereafter referred to as "Grantee").

WITNESSETH, that for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, Grantor does by this instrument grant and convey unto Grantee a terminable, non-exclusive easement over, through, under and across the property described on the attached Exhibit "A", which land and premises is situated in Oklahoma City, Oklahoma County, together with all and singular, the hereditaments and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the same unto Grantee, its successors and assigns, with the right of ingress and egress to and from the same for the purpose and use as an easement for the City of Oklahoma City Metropolitan Area Projects ("MAPS") canal, with supporting and ancillary utilities and facilities, recreational and open space, pedestrian and vehicular ways, and plaza areas including, but not limited to, construction, maintenance, repair and emergency access; provided, however, Grantor and Grantee reserve the right to terminate the foregoing easement or any portion thereof by jointly executing and recording a written termination thereof.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2021.

OKLAHOMA CITY URBAN RENEWAL AUTHORITY, a public body corporate

BY: \_\_\_\_\_  
CHAIR

ATTEST:

\_\_\_\_\_  
Secretary

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

Before me, a Notary Public, within and for said County and State, on this \_\_\_\_ day of \_\_\_\_\_, 2021, personally appeared J. LARRY NICHOLS, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Chair and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such 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

**ACCEPTANCE AND RELEASE**

The foregoing Second Amended and Corrected Terminable Non-Exclusive Easement is **ACCEPTED** by the City Council of the City of Oklahoma City as Grantee, this \_\_\_\_ day of \_\_\_\_\_, 2021; and easements inconsistent therewith contained in the Amended and Corrected Terminable Non-Exclusive Easement recorded in Book 7512, pages 1852-1855 are hereby released and quit-claimed to Grantor.

ATTEST:

**THE CITY OF OKLAHOMA CITY, a**  
*municipal corporation*

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
MAYOR

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

Before me, a Notary Public, within and for said County and State, on this \_\_\_\_ day of \_\_\_\_\_, 2021, personally appeared DAVID HOLT, to me known to be the identical person who executed the foregoing instrument as the Mayor of the CITY OF OKLAHOMA CITY, and acknowledged to me that he executed the same as his free and voluntary act of said municipality 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 Expires:

(SEAL)

\_\_\_\_\_  
**APPROVED AS TO FORM** this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
MUNICIPAL COUNSELOR

**EXHIBIT "A"**

**LEGAL DESCRIPTION AND ILLUSTRATION**

**SECOND AMENDED AND CORRECTED  
TERMINABLE NON-EXCLUSIVE EASEMENT  
OKLAHOMA CITY URBAN RENEWAL AUTHORITY PROPERTY  
SOUTH CANAL, ZONE F**

[see following pages]

## Legal Description

October 6, 2021

### Amended and Corrected Terminable Non-Exclusive Easement (Bk 7512 Pg 1852):

A part of the NW/4 of Section 3, T11, R3W of the I.M., Oklahoma County, Oklahoma, more particularly described as followings: COMMENCING at the NE corner of said NW/4; THENCE S89°30'45"W 502.56'; THENCE S0°29'15"E 33.00'; THENCE southwesterly along a curve to the left (central angle = 49°19'11", radius = 482.86', chord length = 402.93', chord bearing = S51°42'23"W) a distance of 415.64', to the point or place of beginning; THENCE S89°30'45"E 327.68'; THENCE S44°30'45"E 191.55'; THENCE S0°11'51"E 360.06'; THENCE S44°48'09"W 70.71'; THENCE S0°11'51"E 550.00'; THENCE S50°05'10"E 20.21' to a point on the north line of existing railroad right of way; THENCE S39°54'40"W 160.96'; THENCE southwesterly along a curve to the right (central angle = 16°44'58", radius = 1867.08', chord length = 543.85', chord bearing = S48°17'44"W) a distance of 545.81'; THENCE N2°02'11"E 1393.26'; THENCE northeasterly along a curve to the right (central angle = 17°08'02", radius = 501.67', chord length = 149.46", chord bearing = N10°22'18"E) a distance of 150.02'; THENCE S89°30'45"W 21.06'; THENCE northeasterly along a curve to the right (central angle = 6°52'30", radius = 482.86', chord length = 57.90', chord bearing = N23°36'35"E) a distance of 57.94' to the point or place of beginning;

LESS AND EXCEPT a tract described as follows:

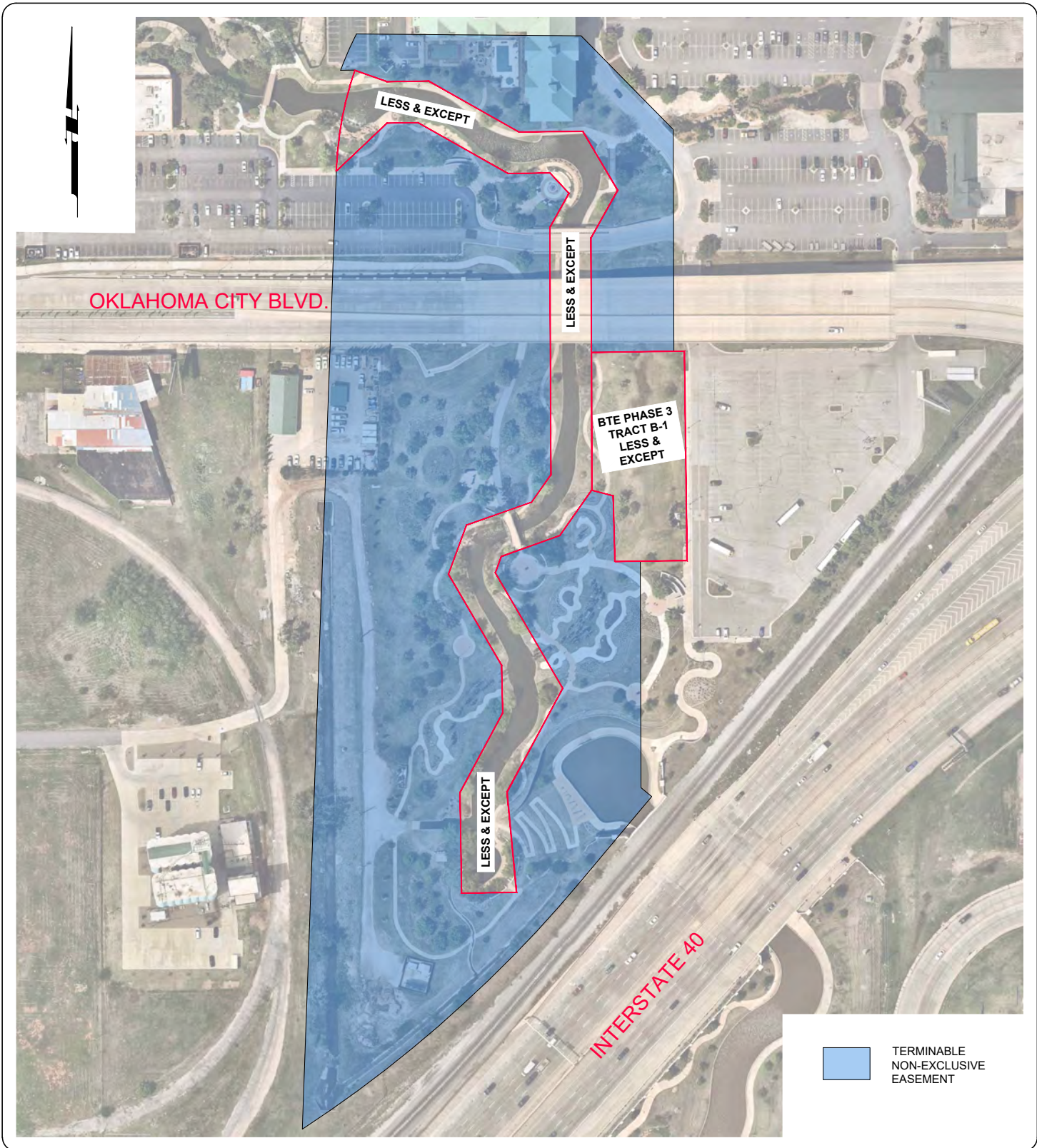
A part of the NW/4 of Section 3, T11N, R3W of the I.M., Oklahoma County, Oklahoma, more particularly described as follows: COMMENCING at the NE corner of said NW/4; THENCE S89°30'45"W 502.56'; THENCE S0°29'15"E 33.00'; THENCE southwesterly along a curve to the left (central angle = 56°11'41", radius = 482.86, chord length 454.83', chord bearing = S48°16'08"W) a distance of 473.58'; THENCE N89°30'45"E 21.06' to the point or place of beginning; THENCE S70°19'09"E 49.72'; THENCE N89°30'45"E 61.63'; THENCE S60°29'15"E 150.00'; THENCE N89°30'45"E 93.92'; THENCE S30°29'15"E 100.00; THENCE S29°30'45"W 79.14'; THENCE S0°11'51"E 368.44'; THENCE S35°18'09"W 81.41'; THENCE S70°28'29"W 90.01'; THENCE S20°18'10"W 25.44'; THENCE S30°11'51"E 195.42'; THENCE S28°19'34"W 171.13'; THENCE S5°17'55"E 147.40'; THENCE S89°11'47"W 80.00'; THENCE N0°48'13"W 147.38'; THENCE N28°19'34"E 130.45'; THENCE N0°56'08"W 69.79'; THENCE N30°11'51"W 154.58'; THENCE N20°18'09"E 76.33'; THENCE N70°48'09"E 99.99'; THENCE N35°18'09"E 48.85'; THENCE N0°11'51"W 361.56'; THENCE N29°30'45"E 56.49'; THENCE N42°36'35"W 40.45'; THENCE S89°30'45"W 61.63'; THENCE N60°29'15"W 150.00'; THENCE S89°30'45"W 45.55'; THENCE S46°34'07"W 102.22'; THENCE northeasterly along a curve to the right (central angle = 17°08'02", radius =

501.67', chord length = 149.46', chord bearing = N10°22'18") a distance of 150.02' to the point of the place of beginning.

And further LESS AND EXCEPT a tract described as follows:

BTE Phase 3 Tract B-1

A tract of land being a part of the Northwest Quarter (NW/4) of Section Three (3), Township Thirteen (13) North, Range Three (3) West of the Indian Meridian, Oklahoma City, Oklahoma County, Oklahoma, being a portion of Block Three (3) and Noble Street as shown on the recorded plat AUNGST ADDITION, being more particularly described as follows:  
Commencing at the Northwest (NW) Corner of the Northeast Quarter (NE/4) of said Section 3;  
THENCE South 00°25'56" East, along and with the West line of said Northeast Quarter (NE/4), a distance of 63.00 feet;  
THENCE North 89°25'32" East, departing said West line, parallel with and 63.00 feet South of the North line of said Northeast Quarter (NE/4), a distance of 545.45 feet;  
THENCE South 00°34'55" East, a distance of 159.91 feet;  
THENCE North 89°24'55" East, a distance of 52.46 feet;  
THENCE South 39°57'53" West, a distance of 687.87 feet to a point on the South right-of-way line of Oklahoma City Boulevard (old Interstate 40 right-of-way);  
THENCE South 89°20'20" West, along and with the South right-of-way line of Oklahoma City Boulevard, a distance of 498.21 feet to the POINT OF BEGINNING;  
THENCE South 00°39'40" East, departing said South right-of-way line, a distance of 305.46 feet;  
THENCE South 89°20'20" West, a distance of 105.08 feet;  
THENCE North 01°24'58" West, a distance of 95.53 feet;  
THENCE North 74°50'58" West, a distance of 32.00 feet;  
THENCE North 00°11'51" West, a distance of 201.23 feet to a point on the South right-of-way line of Oklahoma City Boulevard;  
THENCE North 89°20'20" East, along and with the South right-of-way line of Oklahoma City Boulevard, a distance of 135.50 feet to the POINT OF BEGINNING.



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 XREFS LOADED: 1800021-bdy.dwg

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Proj. No.: 1800051  
 Date: 10-7-21  
 Scale: 1"=200'

**TERMINABLE NON-EXCLUSIVE EASEMENT**  
 OKLAHOMA CITY, OKLAHOMA COUNTY, OKLAHOMA  
**EXHIBIT**



**Johnson & Associates**  
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 Oklahoma City, OK 73104  
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 Certificate of Authorization #1484 Exp. Date: 06-30-2023  
 • ENGINEERS • SURVEYORS • PLANNERS •

**OKLAHOMA CITY**

URBAN  
RENEWAL  
AUTHORITY

---

To: Board of Commissioners  
From: Catherine O'Connor, Executive Director  
Date: October 20, 2021  
Ref: Resolution Approving Partial Assignment of Redevelopment Agreement and Agreement to Exercise Option to Purchase from Bricktown Entertainment, L.L.C., to the City of Oklahoma City, for those Portions of Bricktown Entertainment Center Phase III Adjacent to the Centennial Land Run and the Northernmost Extension of the Oklahoma Riverfront Improvements, MAPS-Sports-Entertainment-Parking Support Redevelopment Plan

**Background:** OCURA has approved a Redevelopment Agreement with Bricktown Entertainment, L.L.C. as amended, providing for development of the Bricktown Entertainment Center in accordance with the Urban Renewal Plan. OCURA and the Redeveloper entered into the Agreement to Exercise Option to Purchase between OCURA and the Redeveloper by which Redeveloper agreed to exercise its option to acquire fee title ownership of certain tracts of land within the Bricktown Entertainment Center described as the “Phase III Property” in Schedule G of the Redevelopment Agreement, which tracts are currently owned by OCURA.

The Redevelopment Agreement and Option Agreement split the Phase III Property into two tracts: one, labelled “Tract A,” which is subject to a “No Build” covenants and which hosts a parking lot serving the Bricktown Entertainment Center and lower canal area; and the second, labelled “Tract B,” which consists of the balance of the Phase III Property but which is partially subject to a terminable non-exclusive easement in favor of the City to provide access and maintenance for the canal (“Terminable Non-Exclusive Easement”).

OCURA has previously approved an Agreement to Exercise Option to Purchase the property identified in the Redevelopment Agreement and Development Plan as the Phase III Property, located primarily south of Oklahoma City Boulevard adjacent to the east from the southernmost section of the Bricktown Canal and the Oklahoma Land Run Monument.

The City has constructed improvements within the area within the Terminable Non-Exclusive Easement, including walking paths, landscaping, and the Centennial Land Run Monument, along the banks of the southernmost portions of the canal and the northernmost reaches of the Oklahoma River improvements, on the portions of both Tracts A and Tracts B of the Phase III Property described and illustrated on Exhibit A as “Tract A-2” and “Tract B-2”. In discussions with the City regarding Redeveloper’s development of the Phase III Property, the City has expressed a desire to maintain public ownership of Tracts A-2 and B-2. The Redeveloper desires to assign its rights under the Redevelopment Agreement and Option Agreement with respect to Tracts A-2 and B-2 to the City.



The City staff has indicated its desire to have the City assume Redeveloper's rights under the Redevelopment Agreement and Option Agreement to purchase Tracts A-2 and B-2 for the price contained in the Option Agreement, and to develop, operate, and maintain the Tracts A-2 and B-2 pursuant to the provisions, covenants and terms and conditions set forth in the Partial Assignment and Assumption of the Redevelopment Agreement and Agreement to Exercise Option to Purchase (Partial Assignment) the Redevelopment Agreement (including the Development Plan and Phasing Plan approved pursuant to the Redevelopment Agreement), and the Special Warranty Deed.

It is appropriate and desirable to approve the Partial Assignment.

**Summary of Agenda Item:** The resolution approves a Partial Assignment of Redevelopment Agreement and Agreement to Exercise Option to Purchase from Bricktown Entertainment, LLC to the City of Oklahoma City

**Recommendation:** Approval of Resolution

**Attachments:** Partial Assignment and Assumption of Redevelopment Agreement and Agreement to Exercise Option to Purchase

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

**RESOLUTION APPROVING PARTIAL ASSIGNMENT OF REDEVELOPMENT AGREEMENT AND AGREEMENT TO EXERCISE OPTION TO PURCHASE FROM BRICKTOWN ENTERTAINMENT, L.L.C., TO THE CITY OF OKLAHOMA CITY, FOR THOSE PORTIONS OF BRICKTOWN ENTERTAINMENT CENTER PHASE III ADJACENT TO THE CENTENNIAL LAND RUN AND THE NORTHERNMOST EXTENSION OF THE OKLAHOMA RIVERFRONT IMPROVEMENTS, MAPS-SPORTS-ENTERTAINMENT-PARKING SUPPORT REDEVELOPMENT PLAN**

---

**WHEREAS**, The City of Oklahoma City (“City”) has previously adopted the MAPS-Sports-Entertainment-Parking Support Redevelopment Plan (“Urban Renewal Plan”); and

**WHEREAS**, pursuant to the Urban Renewal Plan and approval by the City, the Oklahoma City Urban Renewal Authority (“Authority”) has approved a Redevelopment Agreement (“Redevelopment Agreement”) with Bricktown Entertainment, L.L.C. (“Redeveloper”), as amended, providing for development of the Bricktown Entertainment Center in accordance with the Urban Renewal Plan; and

**WHEREAS**, pursuant the Redevelopment Agreement, the Authority and the Redeveloper entered into the Agreement to Exercise Option to Purchase between the Authority and Redeveloper (“Option Agreement”), by which Redeveloper agreed to exercise its option to acquire fee title ownership of certain tracts of land within the Bricktown Entertainment Center described as the Phase III Property in Schedule G of the Redevelopment Agreement, which tracts are currently owned by the Authority (“Phase III Property”); and

**WHEREAS**, the Redevelopment Agreement and Option Agreement split the Phase III Property into two tracts: one, labelled “Tract A,” which is subject to a “No Build” covenants and which hosts a parking lot serving the Bricktown Entertainment Center and lower canal area; and the second, labelled “Tract B,” which consists of the balance of the Phase III Property but which is partially subject to a terminable non-exclusive easement in favor of the City to provide access and maintenance for the canal (“Terminable Non-Exclusive Easement”); and

**WHEREAS**, pursuant to the Redevelopment Agreement, as amended, the Authority has previously approved an Agreement to Exercise Option to Purchase the property identified in the Redevelopment Agreement and Development Plan as the “Phase III Property,” located primarily south of Oklahoma City Boulevard adjacent to the east from the southernmost section of the Bricktown Canal and the Oklahoma Land Run Monument; and

**WHEREAS**, the City has constructed improvements within the area within the Terminable Non-Exclusive Easement, including walking paths, landscaping, and the Centennial Land Run Monument, along the banks of the southernmost portions of the canal and the northernmost reaches of the Oklahoma River improvements, on the portions of both Tracts A and Tracts B of the Phase III Property described and illustrated on Exhibit A as “Tract A-2” and “Tract B-2”; and

**WHEREAS**, in discussions with the City regarding the Redeveloper’s development of the Phase III Property, the City has expressed a desire to maintain public ownership of Tracts A-2 and B-2; and

**WHEREAS**, the Redeveloper desires to assign its rights under the Redevelopment Agreement and Option Agreement with respect to Tracts A-2 and B-2 to the City; and

**WHEREAS**, City staff has indicated its desire to have the City assume Redeveloper’s rights under the Redevelopment Agreement and Option Agreement with respect to Tracts A-2 and B-2 and to purchase Tracts A-2 and B-2 for the price contained in the Option Agreement, and to develop, operate, and maintain the Tracts A-2 and B-2 pursuant to the provisions, covenants and terms and conditions set forth in the Partial Assignment and Assumption of the Redevelopment Agreement and Agreement to Exercise Option to Purchase (“Partial Assignment”) (attached to this Resolution as Exhibit A), the Redevelopment Agreement (including the Development Plan and Phasing Plan approved pursuant to the Redevelopment Agreement), and the Special Warranty Deed; and

**WHEREAS**, it is appropriate and desirable to approve the Partial Assignment.

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

1. The proposed Partial Assignment and Assumption of Redevelopment Agreement and Agreement to Exercise Option to Purchase, from Bricktown Entertainment, L.L.C., to the City of Oklahoma City, the form of which is attached as “Exhibit A,” is hereby 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, including approval of such edits as may be required by the City, to implement this approval and to implement the provisions of the Redevelopment Agreement, as amended, the Option Agreement, and the Partial Assignment, and all actions previously taken for such purposes are hereby ratified.

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 **20<sup>th</sup>** day of **October, 2021**; 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

### **PARTIAL ASSIGNMENT AND ASSUMPTION OF REDEVELOPMENT AGREEMENT AND AGREEMENT TO EXERCISE OPTION TO PURCHASE**

**THIS PARTIAL ASSIGNMENT AND ASSUMPTION** (“Partial Assignment”) is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the Oklahoma City Urban Renewal Authority, an Oklahoma public body corporate (“Authority”), Bricktown Entertainment, L.L.C., an Oklahoma limited liability company (“Redeveloper”), and The City of Oklahoma City, an Oklahoma municipal corporation (“City”) consists of four (4) parts: (1) the partial assignment of the Redevelopment Agreement between the Authority and Redeveloper, as amended (“Redevelopment Agreement”), to the City; (2) the partial assumption of the Redevelopment Agreement by the City; (3) the partial assignment of the Agreement to Exercise Option to Purchase between the Authority and Redeveloper (“Option Agreement”) to the City; and (4) the partial assumption of the Option Agreement by the City.

**WHEREAS**, the City Council of the City has approved the MAPS Sports-Entertainment-Parking Support Redevelopment Plan, as amended (“Redevelopment Plan”), authorizing redevelopment of a portion of the downtown area of Oklahoma City by the Authority; and

**WHEREAS**, the Board of Commissioners of the Authority approved the Redevelopment Agreement, as amended, with the Redeveloper, providing for development of the Bricktown Entertainment Center in accordance with the Redevelopment Plan; and

**WHEREAS**, pursuant the Redevelopment Agreement, the Authority and the Redeveloper entered into the Option Agreement, by which Redeveloper agreed to exercise its option to acquire fee title ownership of certain tracts of land within the Bricktown Entertainment Center described as the Phase III Property in Schedule G of the Redevelopment Agreement, which tracts are currently owned by the Authority (“Phase III Property”); and

**WHEREAS**, the Redevelopment Agreement and Option Agreement split the Phase III Property into two tracts: one, labelled “Tract A,” which is subject to a “No Build” covenants and which hosts a parking lot serving the Bricktown Entertainment Center and lower canal area; and the second, labelled “Tract B,” which consists of the balance of the Phase III Property but which is partially subject to a terminable non-exclusive easement in favor of the City to provide access and maintenance for the canal (“Terminable Non-Exclusive Easement”); and

**WHEREAS**, the City has constructed improvements within the area within the Terminable Non-Exclusive Easement, including walking paths, landscaping, and the Centennial Land Run Monument, along the banks of the southernmost portions of the canal and the northernmost reaches of the Oklahoma River improvements, on the portions of both Tracts A and Tracts B of the Phase III Property described and illustrated on Exhibit A as “Tract A-2” and “Tract B-2”; and

**WHEREAS**, in discussions with the City regarding Redeveloper’s development of the Phase III Property, the City has expressed a desire to maintain public ownership of Tracts A-2 and B-2; and

**WHEREAS**, the Redeveloper desires to assign his rights under the Redevelopment Agreement and Option Agreement with respect to Tracts A-2 and B-2 to the City; and

**WHEREAS**, the City agrees to assume Redeveloper's rights under the Redevelopment Agreement and Option Agreement with respect to Tracts A-2 and B-2 and to purchase Tracts A-2 and B-2 for the price contained in the Option Agreement, and to develop, operate, and maintain the Tracts A-2 and B-2 pursuant to the provisions, covenants and terms and conditions set forth in this Partial Assignment, the Redevelopment Agreement (including the Development Plan and Phasing Plan approved pursuant to the Redevelopment Agreement), and the Special Warranty Deed; and

**WHEREAS**, the Authority and agrees to transfer Tracts A-2 and B-2 by special warranty deed ("Special Warranty Deed"); and

**WHEREAS**, the Authority and the Redeveloper agree that pursuant to this Partial Assignment that the portions of the Phase III Property assigned to the City shall be developed, maintained, and operated solely by the City pursuant to the terms and conditions set forth in this Partial Assignment, the Redevelopment Agreement, and the Special Warranty Deed.

**NOW, THEREFORE**, in consideration of the preceding, the promises herein contained and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

**FOR VALUE RECEIVED** the Redeveloper and the Authority, do hereby approve and assign to the City, and the City accepts the duty and obligation to develop, operate and maintain the portion of the Phase III Property labelled "Tract A-2" and "Tract B-2," as described and illustrated on Exhibit A, in accordance with the provisions, covenants, terms and conditions set forth in this Partial Assignment, the Option Agreement, and Redevelopment Agreement, as referenced above and the parties agree as follows:

1. The parties certify one to the other, that each party has the full power and authority to execute and deliver this Partial Assignment and other documents and transactions contemplated herein.
2. In accordance with this Partial Assignment, the Authority shall sell and convey Tract A-2 and Tract B-2 to the City by Special Warranty Deed, whereby the City shall purchase the said property from the Authority for the following purchase prices, as described in Section 2 of the Option Agreement:
  - a. Tract A-2: \$0.75 per square foot; and
  - b. Tract B-2: \$1.50 per square foot.
3. The parties hereby acknowledge that Tract A-2 and Tract B-2 have been previously developed according to the Development Plan and Phasing Plan approved pursuant to the Redevelopment Agreement, but the City agrees to operate and maintain the Tract A-2 and Tract B-2 in accordance with the provisions, covenants, terms and conditions set forth in this Partial Assignment, the Option Agreement, the Redevelopment Agreement, and the Special Warranty Deed.
4. Pursuant to this Partial Assignment, only the City is obligated to operate and maintain Tract A-2 and Tract B-2.

5. This Partial Assignment is subject to and conditioned upon the terms contained in the Assumption of the Partial Assignment, which is a part hereof.

This Partial Assignment will inure to the benefit of the successors and assigns of the City (the “Assignee”) and will bind the Assignee’s successors and assigns.

[SIGNATURES ON THE FOLLOWING PAGE]

**IN WITNESS WHEREOF**, the Redeveloper and the Authority have duly executed and delivered this Partial Assignment effective the date first above written.

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

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

**REDEVELOPER:** **BRICKTOWN ENTERTAINMENT, L.L.C.,**  
an Oklahoma limited liability company

By: **STONEGATE MANAGEMENT COMPANY, LLC**  
An Alabama limited liability company, as Member  
and Manager

By: \_\_\_\_\_  
Mark D. Elgin, Manager

By: **HOGAN PROPERTY MANAGEMENT, L.L.C.**  
An Oklahoma limited liability company, as Member  
and Manager

By: \_\_\_\_\_  
Dan Randolph Hogan, Manager



**ASSUMPTION OF PARTIAL ASSIGNMENT**

In consideration of the foregoing Partial Assignment by the Authority and Redeveloper, the City hereby accepts such assignment and assumes and agrees to perform all of the duties, obligations and agreements assigned pursuant to this Partial Assignment, the Option Agreement, and the Redevelopment Agreement insofar as Tract A-2 and Tract B-2 are concerned.

**IN WITNESS WHEREOF**, the City has executed and delivered this Assumption effective the date first above written.

**THE CITY OF OKLAHOMA CITY**, a  
*municipal corporation*

ATTEST:

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
MAYOR

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

Before me, a Notary Public, within and for said County and State, on this \_\_\_\_\_ day of \_\_\_\_\_, 2021, personally appeared DAVID HOLT, to me known to be the identical person who executed the foregoing instrument as the Mayor of the CITY OF OKLAHOMA CITY, and acknowledged to me that he executed the same as his free and voluntary act of said municipality 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 Expires:

(SEAL)  
\_\_\_\_\_

**APPROVED AS TO FORM** this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

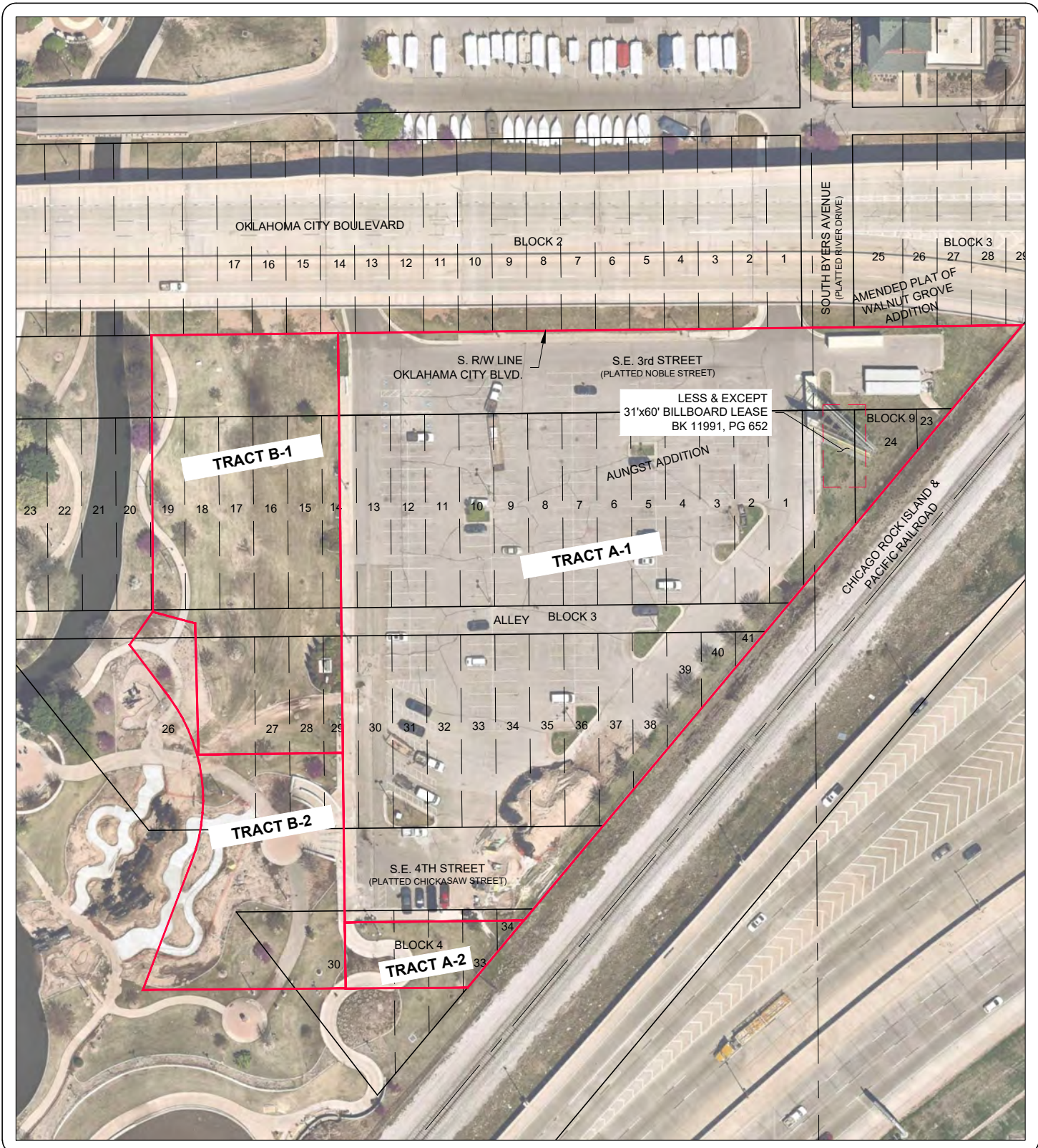
\_\_\_\_\_  
MUNICIPAL COUNSELOR

**EXHIBIT A**

**LEGAL DESCRIPTIONS AND ILLUSTRATIONS**

**Tract A-2 and Tract B-2**

[see following pages]



ACAD FILE: H:\1800051\exhibit\1800051-aerial exhibit.dwg, 10/5/2021 9:35 AM, Matt Johnson  
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 Date: 10-4-21  
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**BTE PHASE 3**  
 OKLAHOMA CITY, OKLAHOMA COUNTY, OKLAHOMA  
**EXHIBIT**


**Johnson & Associates**  
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 Oklahoma City, OK 73104  
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Certificate of Authorization #1484 Exp. Date: 06-30-2023  
 • ENGINEERS • SURVEYORS • PLANNERS •

LEGAL DESCRIPTION

BTE Phase 3  
Tract A-2

October 4, 2021

A tract of land being a part of the Northwest Quarter (NW/4) of Section Three (3), Township Thirteen (13) North, Range Three (3) West of the Indian Meridian, Oklahoma City, Oklahoma County, Oklahoma, being a portion of Block Four (4) as shown on the recorded plat AUNGST ADDITION, being more particularly described as follows:

Commencing at the Northwest (NW) Corner of the Northeast Quarter (NE/4) of said Section 3;

THENCE South 00°25'56" East, along and with the West line of said Northeast Quarter (NE/4), a distance of 63.00 feet;

THENCE North 89°25'32" East, departing said West line, parallel with and 63.00 feet South of the North line of said Northeast Quarter (NE/4), a distance of 545.45 feet;

THENCE South 00°34'55" East, a distance of 159.91 feet;

THENCE North 89°24'55" East, a distance of 52.46 feet;

THENCE South 39°57'53" West, a distance of 1252.85 feet to the POINT OF BEGINNING;

THENCE continuing South 39°57'53" West, a distance of 63.84 feet;

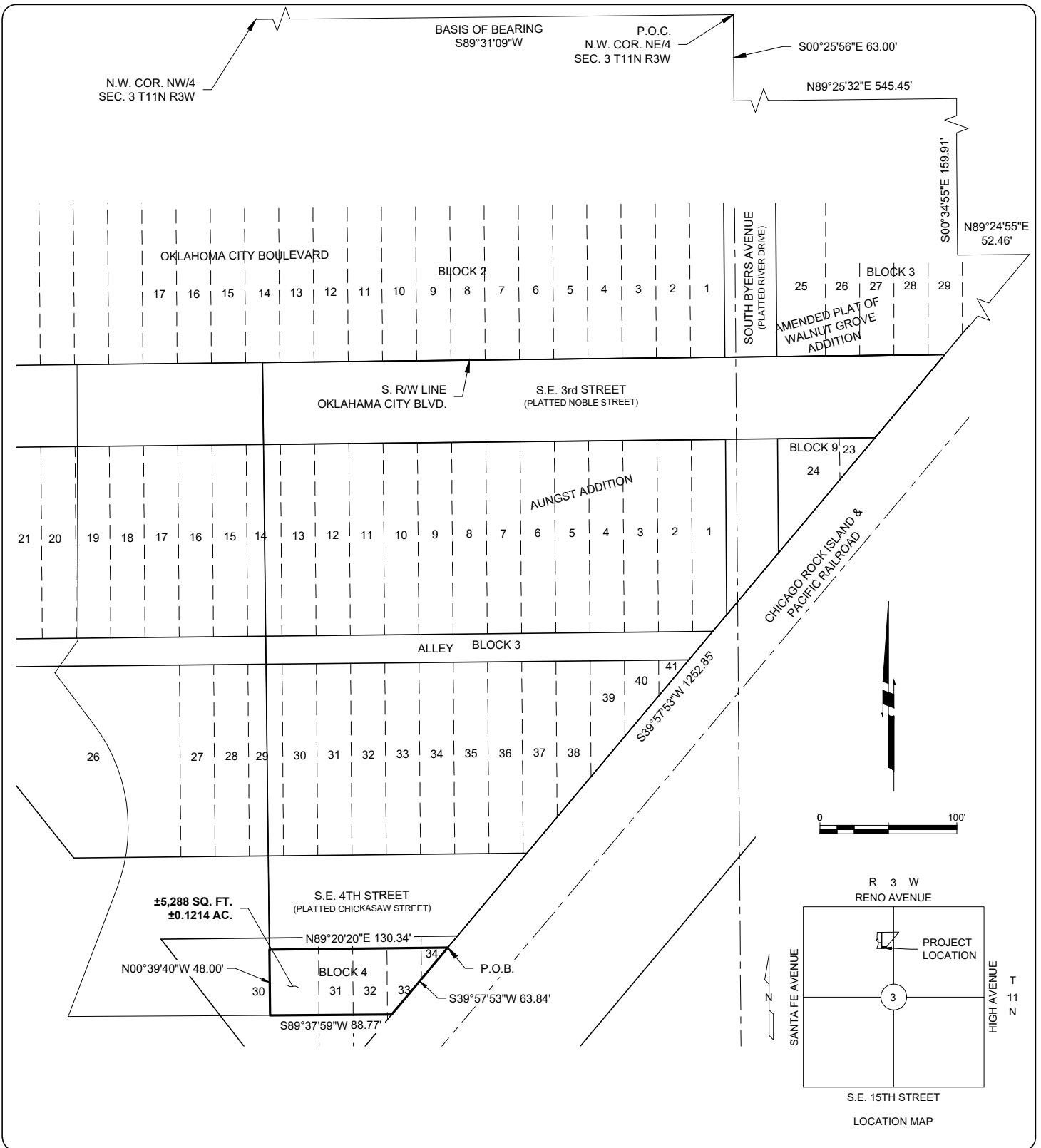
THENCE South 89°37'59" West, a distance of 88.77 feet;

THENCE North 00°39'40" West, a distance of 48.00 feet;

THENCE North 89°20'20" East, a distance of 130.34 feet to the POINT OF BEGINNING.

Containing 5,288 square feet or 0.1214 acres, more or less.

Basis of Bearing: The North line of the NW/4 of Section 3, T11N R3W having an assumed bearing of South 89°31'09" West.



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**BTE PHASE 3**  
 OKLAHOMA CITY, OKLAHOMA COUNTY, OKLAHOMA  
**TRACT A-2**

**JA**  
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 Certificate of Authorization #1484 Exp. Date: 06-30-2023  
 • ENGINEERS • SURVEYORS • PLANNERS •

LEGAL DESCRIPTION

BTE Phase 3  
Tract B-2

October 4, 2021

A tract of land being a part of the Northwest Quarter (NW/4) of Section Three (3), Township Thirteen (13) North, Range Three (3) West of the Indian Meridian, Oklahoma City, Oklahoma County, Oklahoma, being a portion of Blocks Three (3) and Four (4) and Chickasaw Street as shown on the recorded plat AUNGST ADDITION, being more particularly described as follows:

Commencing at the Northwest (NW) Corner of the Northeast Quarter (NE/4) of said Section 3;

THENCE South 00°25'56" East, along and with the West line of said Northeast Quarter (NE/4), a distance of 63.00 feet;

THENCE North 89°25'32" East, departing said West line, parallel with and 63.00 feet South of the North line of said Northeast Quarter (NE/4), a distance of 545.45 feet;

THENCE South 00°34'55" East, a distance of 159.91 feet;

THENCE North 89°24'55" East, a distance of 52.46 feet;

THENCE South 39°57'53" West, a distance of 687.87 feet to a point on the South right-of-way line of Oklahoma City Boulevard (old Interstate 40 right-of-way);

THENCE South 89°20'20" West, along and with the South right-of-way line of Oklahoma City Boulevard, a distance of 498.21 feet;

THENCE South 00°39'40" East, departing said South right-of-way line, a distance of 305.46 feet to the POINT OF BEGINNING;

THENCE continuing South 00°39'40" East , a distance of 171.35 feet;

THENCE South 89°37'59" West, a distance of 147.57 feet;

THENCE North 20°51'27" East, a distance of 100.29 feet;

THENCE on a curve to the left having a radius of 125.00 feet, a chord bearing of North 08°04'17" West, a chord length of 120.93 feet and an arc length of 126.23 feet;

THENCE North 36°59'59" West, a distance of 47.12 feet;

THENCE North 35°18'09" East, a distance of 29.22 feet;

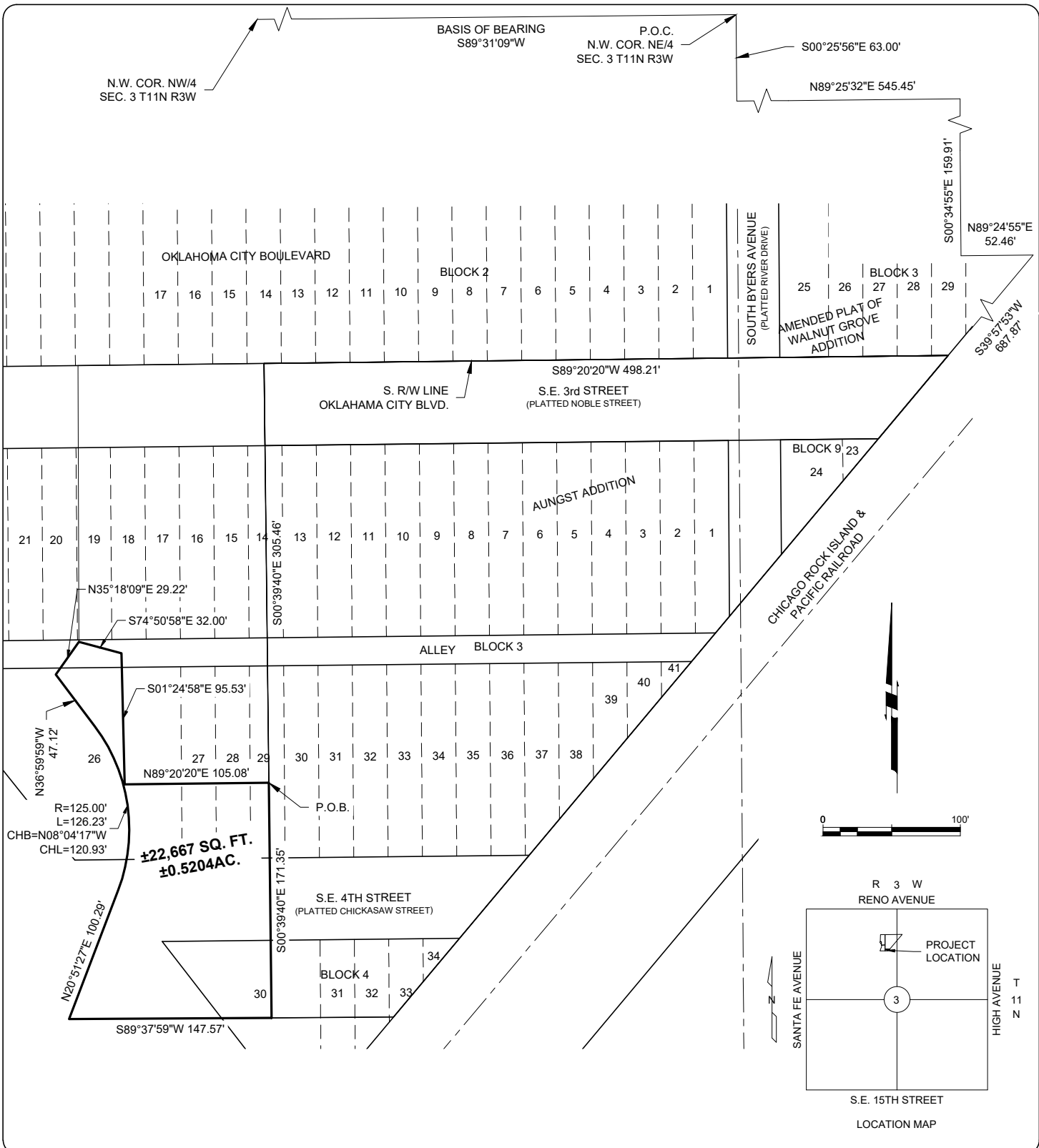
THENCE South 74°50'58" East, a distance of 32.00 feet;

THENCE South 01°24'58" East, a distance of 95.53 feet;

THENCE North 89°20'20" East, a distance of 105.08 feet to the POINT OF BEGINNING.

Containing 22,667 square feet or 0.5204 acres, more or less.

Basis of Bearing: The North line of the NW/4 of Section 3, T11N R3W having an assumed bearing of South 89°31'09" West.



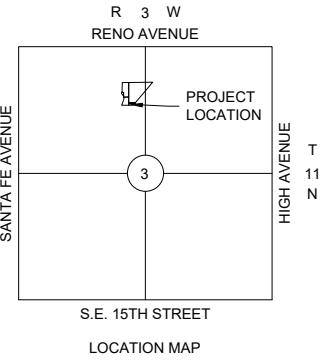
ACAD FILE: H:\1800051\exhibit\1800051-Exhibit.dwg, 10/4/2021 2:26 PM, Matt Johnson  
 XREFS LOADED: 1800021-bdy.dwg

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Proj. No.: 1800051  
 Date: 10-4-21  
 Scale: 1"=100'

**BTE PHASE 3**  
 OKLAHOMA CITY, OKLAHOMA COUNTY, OKLAHOMA  
**TRACT B-2**

**Johnson & Associates**  
 1 E. Sheridan Ave., Suite 200  
 Oklahoma City, OK 73104  
 (405) 235-8075 FAX (405) 235-8078 www.jaokc.com  
 Certificate of Authorization #1484 Exp. Date: 06-30-2023  
 • ENGINEERS • SURVEYORS • PLANNERS •





**OKLAHOMA CITY**

**URBAN  
RENEWAL  
AUTHORITY**

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To: Board of Commissioners  
From: Catherine O'Connor, Executive Director  
Date: October 20, 2021  
Ref: Resolution Authorizing Acquisition of Parcels of Land Located Adjacent to I-235, between N.E. 13<sup>th</sup> Street and N.E. 5<sup>th</sup> Street, from the Oklahoma Department of Transportation, Harrison-Walnut Urban Renewal Plan

**Background:** In 1993, OCURA entered into an agreement with the Oklahoma Department of Transportation (ODOT) pursuant to a Conciliation Agreement and Mitigation Plan approved by the United States Department of Transportation in connection with the approval of Interstate 235 (I-235) for the purposes of mitigating negative impacts of the construction of the interstate highway and facilitating connections between nearby neighborhoods impacted by the development. The ODOT Agreement provides for OCURA's acquisition of certain property declared surplus by ODOT, at ODOT's original acquisition cost.

In response to OCURA's request, ODOT tendered an offer to OCURA to purchase four surplus parcels located adjacent to I-235, between N.E. 13th Street and N.E. 5th Street which contain a total of 204,687 square feet of land area, at ODOT's original acquisition cost of \$547,661.57.

Such parcels are located in the Harrison-Walnut Urban Renewal Plan's Project Area and are desirable for OCURA to own in furtherance of the objectives of the Project Plan. Analysis of the size and configuration of the parcels indicates that all four parcels possess significant development potential and could augment the development of the Innovation District. It is appropriate and desirable, and in the public interest to authorize the acquisition of the four parcels.

**Summary of Agenda Item:** The resolution authorizes acquisition of parcels of land from ODOT

**Recommendation:** Approval of Resolution

**Attachments:** Map Exhibit

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

**RESOLUTION AUTHORIZING ACQUISITION OF PARCELS OF LAND LOCATED ADJACENT TO I-235, BETWEEN N.E. 13<sup>th</sup> STREET AND N.E. 5<sup>th</sup> STREET, FROM THE OKLAHOMA DEPARTMENT OF TRANSPORTATION, HARRISON-WALNUT URBAN RENEWAL PLAN**

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**WHEREAS**, on December 20, 2016, The City of Oklahoma City (“City”) adopted Ordinance No. 25,531, approving the Oklahoma Regional Innovation District Project Plan, an Amended Oklahoma Health Center Economic Development Project Plan (“Project Plan”) pursuant to the Oklahoma Local Development Act, 62 O.S. §850, *et seq.*; and

**WHEREAS**, pursuant to the Oklahoma Urban Renewal Law, 11 O.S. §38-101, *et seq.*, the City previously approved and is engaged in the implementation of the Harrison-Walnut Urban Renewal Plan, as amended (“Urban Renewal Plan”); and

**WHEREAS**, the Project Plan authorizes the Oklahoma City Urban Renewal Authority, a public body corporate (“Authority”), to carry out and administer the provisions of the Project Plan; and

**WHEREAS**, in 1993, the Authority entered into an agreement (“ODOT Agreement”) with the Oklahoma Department of Transportation (“ODOT”) pursuant to a Conciliation Agreement and Mitigation Plan approved by the United States Department of Transportation in connection with the approval of Interstate 235 (“I-235”) for the purposes of mitigating negative impacts of the construction of the interstate highway and facilitating connections between nearby neighborhoods impacted by the development; and

**WHEREAS**, the ODOT Agreement provides for the Authority’s acquisition of certain property declared surplus by ODOT, at ODOT's original acquisition cost; and

**WHEREAS**, in response to the Authority’s request, ODOT tendered an offer to the Authority to purchase four surplus parcels located adjacent to I-235, between N.E. 13<sup>th</sup> Street and N.E. 5<sup>th</sup> Street, depicted generally on the attached Exhibit A, which contain a total of 204,687 square feet of land area, at ODOT’s original acquisition cost of \$547,661.57; and

**WHEREAS**, such parcels are located in the Urban Renewal Plan’s Project Area and are desirable for the Authority to own in furtherance of the objectives of the Project Plan; and

**WHEREAS**, analysis of the size and configuration of the parcels indicates that all four parcels possess significant development potential and could augment the development of the Innovation District; and

**WHEREAS**, it is appropriate and desirable, and in the public interest to authorize the acquisition of the four parcels identified above in order to support the implementation of the Project Plan and the Urban Renewal Plan.

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

1. The Executive Director is hereby authorized to accept the Offer to Purchase from the Oklahoma Department of Transportation the four parcels of surplus property located adjacent to I-235, between N.E. 13<sup>th</sup> Street and N.E. 5<sup>th</sup> Street, generally depicted on the attached Exhibit A, which contain a total of 204,687 square feet of land area, for a purchase price of \$547,661.57.
2. The Executive Director and Legal Counsel are authorized to execute such documents and take such other actions as may be necessary or appropriate to implement this approval, including confirming appropriate legal descriptions, obtaining appraisals, surveys, title work, environmental assessments, or other due diligence activities, finalizing and executing agreements, issuing and executing checks payable from the Authority's Non-Federal Fund account, and any other documents necessary or appropriate to acquire the properties described herein, and to incur costs payable from the Authority's Non-Federal Fund account as are necessary and appropriate to carry out the authorizations contained in this Resolution.
3. The Executive Director, staff, and Legal Counsel are authorized and directed to take all steps and execute such documents as may be necessary or appropriate to implement this authorization in accordance with applicable laws, policies, and guidelines.

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 **20<sup>th</sup> day of October, 2021**; 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



**OKLAHOMA CITY**

**URBAN  
RENEWAL  
AUTHORITY**

---

To: Board of Commissioners  
From: Catherine O'Connor, Executive Director  
Date: October 20, 2021  
Ref: Resolution Approving a Redevelopment Agreement with Angelia Hill for Development of Two Single-Family Residences, Near the Intersection of Northeast 8<sup>th</sup> Street and North Jordan Avenue and on North Lottie Avenue in between East Park Place and Northeast 11<sup>th</sup> Street, John F. Kennedy Urban Renewal Plan

**Background:** In 2018, OCURA issued a Request for Proposals from Prospective Homeowners to development of residential homes on scattered lots in the JFK Urban Renewal Area. Angelia Hill proposes to build two owner occupied single-family residential homes on OCURA property one located near the intersection of Northeast 8<sup>th</sup> and North Jordan Avenue Bath Avenue and another on North Lottie Avenue and in between East Park Place and Northeast 11<sup>th</sup> Street in accordance with design guidelines established by OCURA. A redevelopment agreement has been negotiated.

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

**Staff Recommendation:** Approval of Resolution

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

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

**RESOLUTION APPROVING A REDEVELOPMENT AGREEMENT WITH ANGELIA HILL FOR DEVELOPMENT OF TWO SINGLE-FAMILY RESIDENCES, NEAR THE INTERSECTION OF NORTHEAST 8<sup>th</sup> STREET AND NORTH JORDAN AVENUE AND ON NORTH LOTTIE AVENUE IN BETWEEN EAST PARK PLACE AND NORTHEAST 11TH STREET, 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**, the Executive Director and Legal Counsel have negotiated a Contract for Sale of Land and Redevelopment (“Redevelopment Agreement”) with Angelia Hill (“Redeveloper”) for development of a two single-family residences—one near the intersection of Northeast 8th Street and North Jordan Avenue, on Lots 31–32, Block 8, of the Subdivision of Block One (1), Eight (8), Nine (9) and Part of Block Two (2), Jordan Place Addition; and the other on North Lottie Avenue in between East Park Place and Northeast 11th Street, on Lots 19–20, Block 24, of Culbertson’s East Highland Addition (collectively, “Property”), and recommend the Redevelopment Agreement for approval; and

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

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

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

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

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

I, \_\_\_\_\_, Secretary of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, certify that the foregoing Resolution No. \_\_\_\_\_ was duly adopted at a **regular** meeting of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, held at the Arts District Garage Conference Room, 431 West Main Street, Suite B, Oklahoma City, Oklahoma 73102, on the **20<sup>th</sup>** day of **October, 2021**; that said meeting was held in accordance with the By-Laws of the Authority and the Oklahoma Open Meetings Act; that any notice required to be given of such meeting was properly given; that a quorum was present at all times during said meeting; and that the Resolution was duly adopted by a majority of the Commissioners present.

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SECRETARY

(SEAL)

**CONTRACT FOR SALE OF LAND AND REDEVELOPMENT**

**BETWEEN**

**OKLAHOMA CITY URBAN RENEWAL AUTHORITY**

**AND**

**ANGELIA HILL**



**CONTRACT FOR SALE OF LAND AND REDEVELOPMENT  
BETWEEN  
OKLAHOMA CITY URBAN RENEWAL AUTHORITY  
AND  
ANGELIA HILL**

This CONTRACT FOR SALE OF LAND AND REDEVELOPMENT (“Agreement”) is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (“Effective Date”), by and between the OKLAHOMA CITY URBAN RENEWAL AUTHORITY, a public body corporate established pursuant to Oklahoma Urban Renewal laws, 11 O.S. § 38-101, *et seq.* (“Act”), and having its offices at 105 North Hudson, Suite 101, Oklahoma City, Oklahoma 73102 (“Authority”); and ANGELIA HILL, an individual having a mailing address of 4727 Beekman Drive, Missouri City, Texas 77459 (“Redeveloper”).

**WITNESSETH:**

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

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

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

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

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

Subject to the terms, covenants and conditions of this Agreement, the Authority will sell the Property to the Redeveloper for and in consideration of all the Redeveloper’s obligations under this Agreement. Moreover, the Redeveloper will purchase the Property from the Authority and paying therefor the sum of \$0.60 per square foot of land within the Property (“Purchase Price”), which square footage will be determined by reference to a land survey of the Property commissioned by the Authority. The Purchase Price represents the Property’s fair reuse value of \$.60 per square foot as established by the reuse appraisal

currently on file at the offices of Oklahoma City Urban Renewal Authority. The Purchase Price shall be delivered to the Authority in certified funds on the date of closing.

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

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

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

- 3.1 Execution of the Urban Renewal Plan.** The Redeveloper agrees to improve the Property in accordance with the Urban Renewal Plan by constructing two new single-family residences in two phases—one on each parcel comprising 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 on their respective portions of the Property, 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 the residence's compliance with Section 3.1 above. The residence 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 residence, as well as plans fixing and describing the size and character of the residence as to structural, mechanical, and electrical systems, any development phasing proposed, and other such essentials as may be determined by the Authority;
- (b) **Project Budget.** A budget showing, at a level of detail satisfactory to the Authority, the full cost of the construction of the residence 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 residence 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 by the Authority 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 the Property 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 residences and Improvements shall be commenced and completed on or before the following listed dates:

*Phase I—*

**Commencement Date:** January 1, 2022

**Completion Date:** December 31, 2022

*Phase II—*

**Commencement Date:** September 1, 2022

**Completion Date:** August 31, 2023

**3.7 Progress Reports.** Subsequent to conveyance of the Property 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 the residence and Improvements for each phase, the Authority will furnish the Redeveloper with an appropriate instrument certifying satisfactory completion of the same with respect to that phase. 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 for that phase. The certification provided for in this section shall be delivered to the Redeveloper in a suitable form as will enable it to be recorded in the proper office for the recording of deeds and other instruments pertaining to the Property.

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

otherwise in default, and what measures or acts will be necessary, in the opinion of the Authority, for the Redeveloper to obtain such certification.

**ARTICLE 4. RESTRICTIONS AFFECTING PROPERTY**

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

- (a) The Property is limited to uses specified in the Urban Renewal Plan.
- (b) Neither the owner, the assigns, nor any successor(s) in interest shall discriminate upon the basis of race, color, creed, or national origin in the sale, lease, or rental, use or occupancy of the Property or any improvements erected or to be erected thereon, or any part thereof.
- (c) Neither the owner, the assigns, nor any successor(s) in interest shall use or extract groundwater from the Property, or construct pumps, drills, or wells for the purpose of extracting groundwater from the Property, unless and except such use or extraction is for purposes of monitoring water quality of the groundwater.

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

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

**4.3 Mortgage Financing; Rights of Mortgagees.** The Redeveloper shall not engage in any transaction creating any mortgage or other encumbrance or lien upon the Property, whether by express agreement or operation of law, except for the purposes of obtaining funds to the extent necessary to construct the residence and Improvements, and the Purchase Price. The Redeveloper shall notify the Authority in advance of any such financing, and shall promptly notify the Authority of any encumbrance or lien that has been created on or

attached to the Property. The parties agree that the rights of the Authority, except for those rights stipulated in the covenants in the Deed, shall be subordinate to the rights of any lender holding a construction loan or first mortgage on the Property. For purposes of this Agreement, the term “Mortgage” includes a deed of trust or other instrument creating an encumbrance or lien upon the Property, or any part thereof, as security for a loan.

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

## **ARTICLE 5. REMEDIES**

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

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

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

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

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

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



Angelia Hill  
4727 Beekman Drive  
Missouri City, Texas 77459; and

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

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

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

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

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

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

**6.6 Applicable Law; Severability; Entire Agreement.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma governing agreements made and fully performed in Oklahoma. If any provisions of this Agreement shall become invalid or unenforceable, then the remainder shall remain valid and enforceable to the fullest extent permitted by law. This Agreement sets forth the entire understanding between the parties with respect to its subject matter, there being no terms, conditions, warranties or representations with respect to its subject matter other than those contained herein. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors and assigns.

**6.7 Amendments to Agreement.** This Agreement may not be changed orally, but only by an agreement in writing and signed by the parties hereto.

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

post copies of the notice in conspicuous places available to employee and applicants for employment.

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

performance of this Contract, the Contractor agrees as follows:” and the term “Redeveloper” shall be changed to “Contractor.”

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

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

- (e) Compliance with the provisions of Section 103, the regulations set forth in 24 C.F.R. Part 135, and all applicable rules and orders of HUD issued under that provision prior to execution of this Agreement, shall be a condition of the federal financial assistance provided to the Project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 C.F.R. Part 135.

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

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

*[SIGNATURE PAGES TO FOLLOW]*

**AUTHORITY:**

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

\_\_\_\_\_  
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:**                 **ANGELIA HILL,**  
  an individual

\_\_\_\_\_  
Angelia Hill

**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 Angelia Hill, to me known to be the identical persons who executed the foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act, for the uses and purposes therein set forth.

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

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

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

(Seal)

**SCHEDULE A**  
**PROPERTY DESCRIPTION**

Phase I (R024952250)

Lots Thirty-one (31) and Thirty-two (32), in Block Eight (8), of the Subdivision of Block One (1), Eight (8), Nine (9) and Part of Block Two (2), in JORDAN PLACE ADDITION to Oklahoma City, Oklahoma County, Oklahoma, according to the record plat thereof, inclusive of all right, title and interest in and to all vacated streets and alleys abutting thereon.

Phase II (R033718330)

Lots Nineteen (19) and Twenty (20), in Block Twenty-four (24), of CULBERTSON'S EAST HIGHLAND'S ADDITION, to Oklahoma City, Oklahoma County, Oklahoma, according to the recorded plat thereof.



**SCHEDULE B  
TITLE EXCEPTIONS**

[insert title exceptions from title commitment]

**SCHEDULE C  
FORM OF DEED**

[insert form deed]

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

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

Angelia Hill  
4727 Beekman Drive  
Missouri City, TX 77459

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

---

(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 Angelia Hill, have heretofore entered into a Contract for Sale of Land and Redevelopment, dated \_\_\_\_\_, 2021 (“Redevelopment Agreement”), whereby Angelia Hill 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 **ANGELIA HILL**, an individual (“Grantee”).

**WITNESSETH:**

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

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

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

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

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

shall prosecute diligently the construction of said improvements to completion: provided, that in any event, construction shall commence no later than \_\_\_\_\_, 20\_\_\_\_, and shall be completed no later than \_\_\_\_\_, 20\_\_\_\_\_.

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

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

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

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

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

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

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

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

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

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

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

The Grantor shall each be deemed a beneficiary of covenants numbered FIRST through SIXTH, the City of Oklahoma City shall be deemed a beneficiary of covenants numbered FIRST, FIFTH and SIXTH; and the United States shall be deemed a beneficiary of the covenants numbered

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

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

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

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

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

*[SIGNATURE PAGES TO FOLLOW]*

**GRANTOR:**

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

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

**ACKNOWLEDGMENT**

STATE OF OKLAHOMA            )  
  ) ss.  
COUNTY OF OKLAHOMA        )

Before me, 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: \_\_\_\_\_



**GRANTEE:**

**ANGELIA HILL,**  
an individual

\_\_\_\_\_  
Angelia Hill

**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 Angelia Hill, to me known to be the identical persons who executed the foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act 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  
PROPERTY DESCRIPTION**

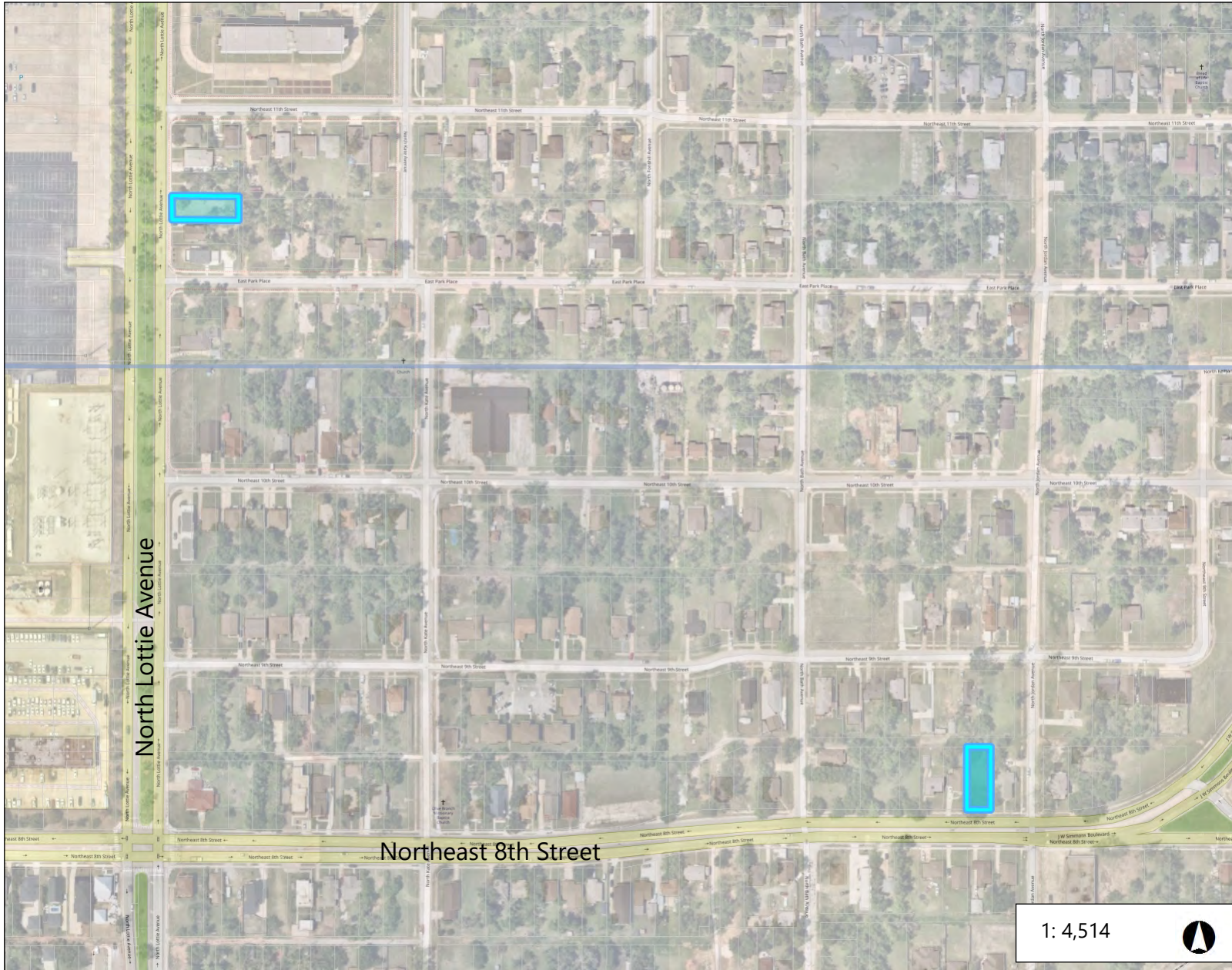
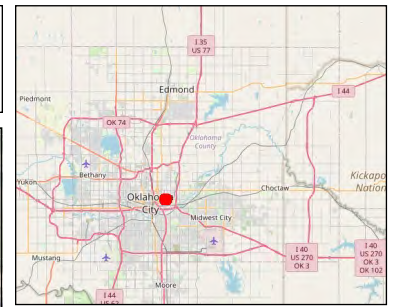
[insert property description]

FORM




**EXHIBIT B  
TITLE EXCEPTIONS**

[insert title exceptions, if any, from title commitment]

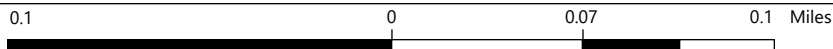
FORM



Legend

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

1: 4,514



WGS\_1984\_Web\_Mercator\_Auxiliary\_Sphere  
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THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

**OKLAHOMA CITY**

URBAN  
RENEWAL  
AUTHORITY

---

To: Board of Commissioners  
From: Catherine O'Connor, Executive Director  
Date: October 20, 2021  
Ref: Resolution Approving a Redevelopment Agreement with Sara Cowan for Development of a Single-Family Residence on Northeast 14<sup>th</sup> Street in between North Martin Luther King Avenue and North Irving Street, John F. Kennedy Urban Renewal Plan

**Background:** In 2018, OCURA issued a Request for Proposals from Prospective Homeowners to development of residential homes on scattered lots in the JFK Urban Renewal Area. Sara Cowan proposes to build an owner occupied single-family residential home on OCURA property located near the intersection of North Martin Luther King Avenue and Northeast 14<sup>th</sup> Street in the White Orchard Addition in accordance with design guidelines established by OCURA. A redevelopment agreement has been negotiated.

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

**Staff Recommendation:** Approval of Resolution

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

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

**RESOLUTION APPROVING A REDEVELOPMENT AGREEMENT WITH SARA COWAN FOR DEVELOPMENT OF A SINGLE-FAMILY RESIDENCE ON NORTHEAST 14<sup>th</sup> STREET IN BETWEEN NORTH MARTIN LUTHER KING AVENUE AND NORTH IRVING STREET, 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**, the Executive Director and Legal Counsel have negotiated a Contract for Sale of Land and Redevelopment (“Redevelopment Agreement”) with Sara Cowan (“Redeveloper”) for development of a single-family residence on Northeast 14<sup>th</sup> Street in between North Martin Luther King Avenue and North Irving Street, on Lots 13–14, Block 7 of White Orchard Addition (“Property”), and recommend the Redevelopment Agreement for approval; and

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

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

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

1. The proposed Redevelopment Agreement with the Redeveloper is hereby approved, and the Executive Director and Officers of the Authority are authorized to execute the Redevelopment Agreement and to take such actions and execute such documents as may be necessary to undertake the redevelopment in accordance with the approved Redevelopment Agreement, including making such modifications and corrections as are advised by Legal Counsel and are necessary and desirable.
2. The Officers of the Authority, Executive Director, and Legal Counsel are authorized to execute such documents and take such actions as may be necessary or appropriate to implement this authorization and to implement the provisions of the Redevelopment Agreement.
3. The purchase price of sixty cents per square foot (\$0.60/square foot) is determined to be an amount not less than the fair value of the Property for uses in accordance with the Urban Renewal Plan, and the restrictions upon, and the covenants, conditions, and objectives assumed by the Redeveloper in the Redevelopment Agreement.

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

I, \_\_\_\_\_, Secretary of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, certify that the foregoing Resolution No. \_\_\_\_\_ was duly adopted at a **regular** meeting of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, held at the Arts District Garage Conference Room, 431 West Main Street, Suite B, Oklahoma City, Oklahoma 73102, on the **20<sup>th</sup>** day of **October, 2021**; that said meeting was held in accordance with the By-Laws of the Authority and the Oklahoma Open Meetings Act; that any notice required to be given of such meeting was properly given; that a quorum was present at all times during said meeting; and that the Resolution was duly adopted by a majority of the Commissioners present.

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SECRETARY

(SEAL)

**CONTRACT FOR SALE OF LAND AND REDEVELOPMENT**

**BETWEEN**

**OKLAHOMA CITY URBAN RENEWAL AUTHORITY**

**AND**

**SARA COWAN**



**CONTRACT FOR SALE OF LAND AND REDEVELOPMENT  
BETWEEN  
OKLAHOMA CITY URBAN RENEWAL AUTHORITY  
AND  
SARA COWAN**

This CONTRACT FOR SALE OF LAND AND REDEVELOPMENT (“Agreement”) is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (“Effective Date”), by and between the OKLAHOMA CITY URBAN RENEWAL AUTHORITY, a public body corporate established pursuant to Oklahoma Urban Renewal laws, 11 O.S. § 38-101, *et seq.* (“Act”), and having its offices at 105 North Hudson, Suite 101, Oklahoma City, Oklahoma 73102 (“Authority”); and SARA COWAN, an individual having a mailing address of 512½ Northwest 22<sup>nd</sup> Street, Oklahoma City, Oklahoma 73104 (“Redeveloper”).

**WITNESSETH:**

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

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

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

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

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

Subject to the terms, covenants and conditions of this Agreement, the Authority will sell the Property to the Redeveloper for and in consideration of all the Redeveloper’s obligations under this Agreement. Moreover, the Redeveloper will purchase the Property from the Authority and paying therefor the sum of \$0.60 per square foot of land within the Property (“Purchase Price”), which square footage will be determined by reference to a land survey of the Property commissioned by the Authority. The Purchase Price represents the Property’s fair reuse value of \$.60 per square foot as established by the reuse appraisal

currently on file at the offices of Oklahoma City Urban Renewal Authority. The Purchase Price shall be delivered to the Authority in certified funds on the date of closing.

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

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

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

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

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

**3.2 Submittal of Redevelopment Plan.** The 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 the residence's compliance with Section 3.1 above. The residence 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 residence, as well as plans fixing and describing the size and character of the residence as to structural, mechanical, and electrical systems, any development phasing proposed, and other such essentials as may be determined by the Authority;
- (b) **Project Budget.** A budget showing, at a level of detail satisfactory to the Authority, the full cost of the construction of the residence 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 residence 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 by the Authority 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 the Property 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 residence and Improvements shall be commenced and completed on or before the following listed dates:

**Commencement Date:** January 1, 2022

**Completion Date:** December 31, 2022

**3.7 Progress Reports.** Subsequent to conveyance of the Property 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 the residence and Improvements, the Authority will furnish the Redeveloper with an appropriate instrument certifying satisfactory completion of the same. Such certification by the Authority shall be a conclusive determination of satisfaction and termination of the agreements and covenants in this Agreement and in the Deed with respect to construction of the residence and Improvements. The certification provided for in this section shall be delivered to the Redeveloper in a suitable form as will enable it to be recorded in the proper office for the recording of deeds and other instruments pertaining to the Property.

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

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

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

(a) The Property is limited to uses specified in the Urban Renewal Plan.

- (b) Neither the owner, the assigns, nor any successor(s) in interest shall discriminate upon the basis of race, color, creed, or national origin in the sale, lease, or rental, use or occupancy of the Property or any improvements erected or to be erected thereon, or any part thereof.
- (c) Neither the owner, the assigns, nor any successor(s) in interest shall use or extract groundwater from the Property, or construct pumps, drills, or wells for the purpose of extracting groundwater from the Property, unless and except such use or extraction is for purposes of monitoring water quality of the groundwater.

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

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

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

**4.4 Prohibition against Assignment and Transfer.** The Redeveloper may not make or create, nor allow to be made or created, any total or partial sale, assignment conveyance, or lease, or any trust or power, or transfer in any other mode or form—including a change in the qualifications and identity of the Redeveloper or its stockholders, partners (general

or limited), or membership—of the Property, or any part or interest in the Property or this Agreement, without the prior written approval of the Authority. The Redeveloper shall be free to transfer the Property without written consent of the Authority following the issuance by the Authority of the Certificate of Completion as set forth in Section 3.6; provided, a transferee expressly assumes any outstanding obligations of the Redeveloper under this Agreement.

## **ARTICLE 5. REMEDIES**

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

**5.2 Termination Prior to Conveyance.** In the event that, prior to the conveyance of the Property 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 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, 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 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 (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 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 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.

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

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

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

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

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

Sara Cowan  
512½ Northwest 22<sup>nd</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 Deed.** None of the provisions of this Agreement are intended to or shall be merged by reason of any deed transferring title to the Property from the Authority to the Redeveloper or any successor in interest, and any such deed shall not be deemed to affect or impair the provisions and covenants of this Agreement.
- 6.12 Equal Employment Opportunity.** The Redeveloper, for itself and its successors and assigns, agrees that during the construction of the residence and Improvements provided for in this Agreement:
- (a) The Redeveloper will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Redeveloper will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Redeveloper agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Authority setting forth the provisions of this nondiscrimination clause.
  - (b) The Redeveloper will, in all solicitations or advertisements for employees placed by or on behalf of the Redeveloper, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
  - (c) The Redeveloper will send to each labor union or representative of workers with which the Redeveloper has a collective bargaining agreement or other contract or understanding, a notice, to be provided, advising the labor union or workers' representative of the Redeveloper's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employee and applicants for employment.
  - (d) The Redeveloper will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
  - (e) The Redeveloper will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and of the rules, regulations, and orders of the Secretary of Labor or the Secretary of Housing and Urban Development pursuant thereto, and will permit access to the Redeveloper's

books, records, and accounts by the Authority, the Secretary of Housing and Urban Development, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

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

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

- (a) The work to be performed under this Agreement is on a project assisted under a program providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u ("Section 3").

Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns that are located in, or owned in substantial part by persons residing in the area of the project.

- (b) The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of HUD set forth in 24 C.F.R. Part 135, and all applicable rules and orders of the HUD issued under that provision prior to the execution of this Agreement. The parties to this Agreement certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.
- (c) The Redeveloper will require each contractor employed by the Redeveloper to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of the contractor's commitments under this Section 3 clause and shall require each such contractor to post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- (d) The Redeveloper will require each contractor employed by the Redeveloper to include this Section 3 clause in every subcontract for work in connection with this Agreement and will, at the direction of the Authority or City, require such contractor to take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of HUD, 24 C.F.R. Part 135. The contractor will not subcontract with any subcontractor where it has actual notice or knowledge that the latter has been found in violation of regulations under 24 C.F.R. Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- (e) Compliance with the provisions of Section 103, the regulations set forth in 24 C.F.R. Part 135, and all applicable rules and orders of HUD issued under that provision prior to execution of this Agreement, shall be a condition of the federal financial assistance provided to the Project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 C.F.R. Part 135.

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

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

*[SIGNATURE PAGES TO FOLLOW]*

**AUTHORITY:**

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

\_\_\_\_\_  
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: SARA COWAN,**  
an individual

\_\_\_\_\_  
Sara Cowan

**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 Sara Cowan, to me known to be the identical persons who executed the foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act, 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 Thirteen (13) and Fourteen (14) in Block Seven (7), WHITE ORCHARD ADDITION to Oklahoma City, Oklahoma, according to the recorded plat thereof, inclusive of all right, title, and interest in and to all vacated Streets and Alleys abutting thereto.

Fee Simple, less and except all oil, gas, and other related minerals.



**SCHEDULE B  
TITLE EXCEPTIONS**

[insert title exceptions from title commitment]

**SCHEDULE C  
FORM OF DEED**

[insert form deed]

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

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

Sara Cowan  
512½ NW 22<sup>nd</sup> Street  
Oklahoma City, OK 73104

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

---

(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 Sara Cowan, have heretofore entered into a Contract for Sale of Land and Redevelopment, dated \_\_\_\_\_, 2021 (“Redevelopment Agreement”), whereby Sara Cowan 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 **SARA COWAN**, an individual (“Grantee”).

**WITNESSETH:**

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

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

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

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

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

shall prosecute diligently the construction of said improvements to completion: provided, that in any event, construction shall commence no later than January 1, 2022, and shall be completed no later than December 31, 2022.

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

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

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

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

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

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

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

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

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

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

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

The Grantor shall each be deemed a beneficiary of covenants numbered FIRST through SIXTH, the City of Oklahoma City shall be deemed a beneficiary of covenants numbered FIRST, FIFTH and SIXTH; and the United States shall be deemed a beneficiary of the covenants numbered

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

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

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

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

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

*[SIGNATURE PAGES TO FOLLOW]*

**GRANTOR:**

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

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

**ACKNOWLEDGMENT**

STATE OF OKLAHOMA                )  
  ) ss.  
COUNTY OF OKLAHOMA         )

Before me, 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: \_\_\_\_\_



**GRANTEE:**

**SARA COWAN,**  
an individual

\_\_\_\_\_  
Sara Cowan

**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 Sara Cowan, to me known to be the identical persons who executed the foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act 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  
PROPERTY DESCRIPTION**

All of Lots Thirteen (13) and Fourteen (14) in Block Seven (7), WHITE ORCHARD ADDITION to Oklahoma City, Oklahoma, according to the recorded plat thereof, inclusive of all right, title, and interest in and to all vacated Streets and Alleys abutting thereto.

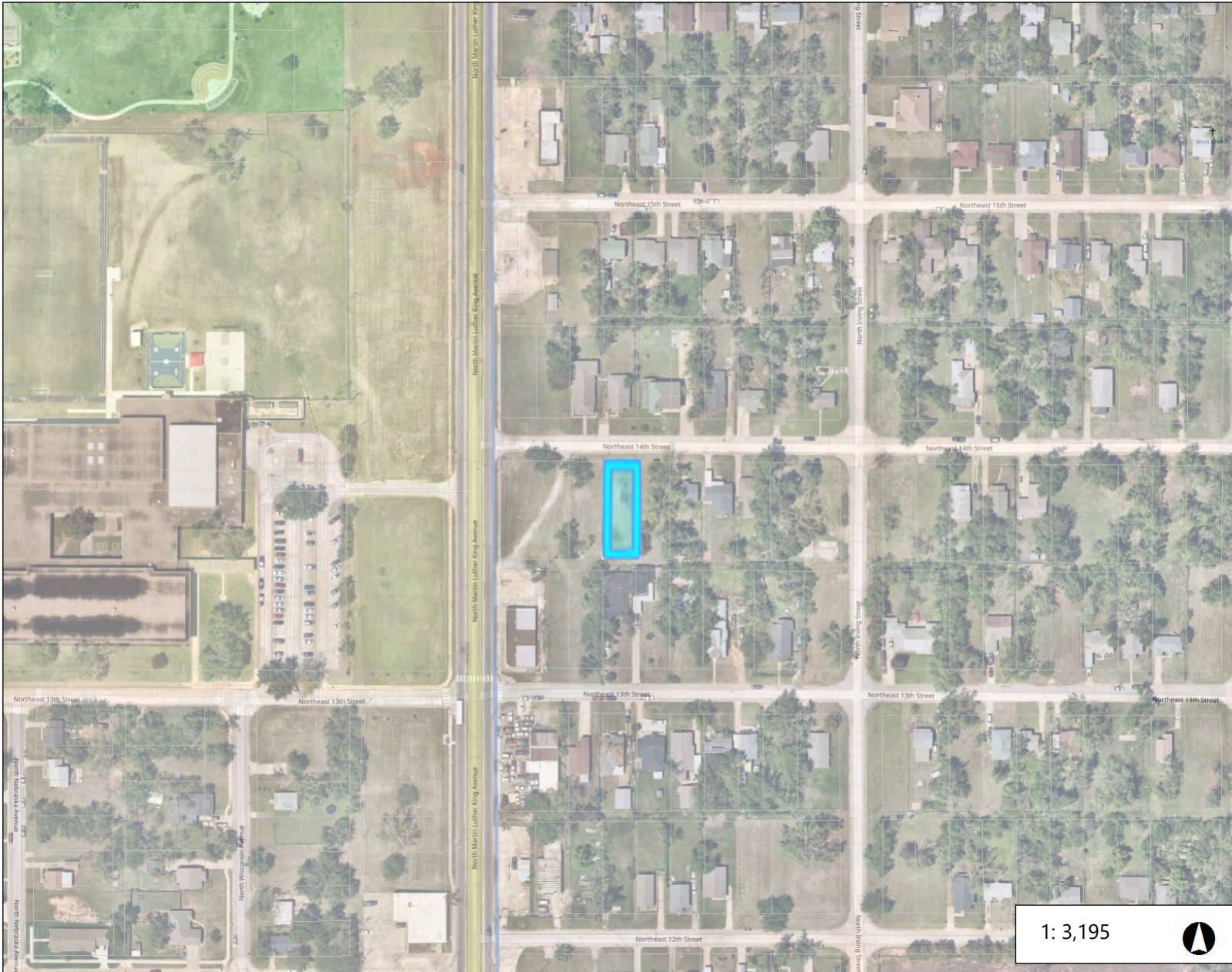
Fee Simple, less and except all oil, gas, and other related minerals.

FORM

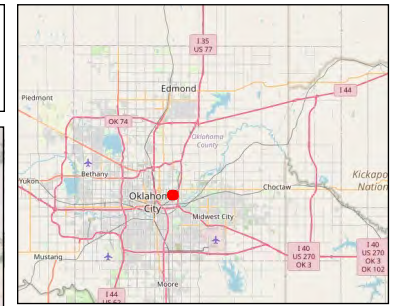
**EXHIBIT B  
TITLE EXCEPTIONS**

[insert title exceptions, any from title commitment]




FORM



1: 3,195



Legend

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

Notes

0.1 0 0.05 0.1 Miles

**OKLAHOMA CITY**

URBAN  
RENEWAL  
AUTHORITY

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To: Board of Commissioners  
From: Catherine O'Connor, Executive Director  
Date: October 20, 2021  
Ref: Authorizing a Community Development Block Grant Operating Agreement with the City Of Oklahoma City for Fiscal Year 2021–2022 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, 2021 through June 30, 2022. The budget is as follows:

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

**Carryover: \$427,310** - Prior year program income funds are re-allocated for CDBG eligible projects.

**Grand Total: \$1,216,190**

**Summary of Agenda Item:** The resolution authorizes the Executive Director to execute the 2021-2022 agreement.

**Recommendation:** Approval of Resolution

**Attachments:** Draft Contract for CDBG Funding for 2021-2022

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

**RESOLUTION AUTHORIZING A COMMUNITY DEVELOPMENT BLOCK GRANT OPERATING AGREEMENT WITH THE CITY OF OKLAHOMA CITY FOR FISCAL YEAR 2021–2022 AND EXECUTION OF THE AGREEMENT BY THE EXECUTIVE DIRECTOR**

---

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

**WHEREAS**, the City is an entitlement city pursuant to the Housing and Community Development Act of 1974, as amended, and receives annual 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, 2022 (“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, 2022 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 Street, Suite B, Oklahoma City, Oklahoma 73102, on the **20<sup>th</sup>** day of **October, 2021**; that said meeting was held in accordance with the By-Laws of the Authority and the Oklahoma Open Meetings Act; that any notice required to be given of such meeting was properly given; that a quorum was present at all times during said meeting; and that the Resolution was duly adopted by a majority of the Commissioners present.

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SECRETARY

(SEAL)

**CITY OF OKLAHOMA CITY**  
**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) OPERATING AGREEMENT**  
**FY 2021/2022**  
**WITH OKLAHOMA CITY URBAN RENEWAL AUTHORITY**

WHEREAS, The Housing and Community Development Act of 1974 (42 U.S.C. 3301) 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, 2021**, The CITY, a municipal corporation, , having a principal place of business at 200 North Walker, Oklahoma City, Oklahoma 73102, and **Oklahoma City Urban Renewal Authority** as a CDBG program SUBRECIPIENT under 24 CFR 570.500(c); (hereinafter called OCURA), having a principal place of business located at 105 N. Hudson Avenue, Suite 101, Oklahoma City, Oklahoma 73102, agree to all the foregoing and further agree as follows:

1. **Scope of Work / National Objectives**

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

2. **Term of Agreement**

The term of this Agreement shall be **from July 1, 2021 to June 30, 2022**. All scheduled work provided for in this Agreement shall be completed by **June 30, 2022**.

3. **Funding**

a. In exchange for the services and products to be provided under this Agreement The CITY shall allocate to OCURA **FY 2021-22 CDBG funds** in the amount of **\$788,880.00** for Slum and



Blight disposition, cleanup and/or environmental remediation of contaminated sites, and Urban Renewal Area (URA) completion activities (i.e., eligible activities addressed under a HUD approved Urban Renewal Area close-out plan.). Such funds may alternatively be used for activities which benefit Low- to Moderate- income (LMI) persons, subject to prior approval from The CITY’s Housing & Community Development Division. In addition, The CITY shall:

- (i) Allocate to OCURA **\$427,310.20** for general public facilities activities. This allocation is funded with \$307,990 in recaptured program income previously carried forward from prior year Agreements plus \$119,320.20 recaptured from the Microenterprise Grant Program in FY 2020-21. These funds are to be used exclusively for the following eligible activities: Acquisition, construction, rehabilitation or installation of public facilities and improvements. Eligible activities may include infrastructure improvements (construction or installation) including, but not limited to streets, curbs, and water/sewer lines.
- (ii) The total funding provided pursuant to this Agreement shall be **\$1,216,190.20**, but only as such funds are available from the Federal Government, **and from no other source**.

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

Slum and Blight Activities and/or LMI Activities FY 2021-22	\$	788,880.00
General Public Facilities Activities-Miramar Sewer Extension and/or substitute Project(s)	\$	<u>427,310.20</u>
<b>Total</b>	<b>\$</b>	<b>1,216,190.20</b>

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

c. OCURA agrees to make expenditures in accordance with Schedule “A” and provisions of Schedule "B" attached hereto and incorporated as a part hereof. It is expressly agreed and understood by The CITY and OCURA that this Agreement shall not provide for compensation beyond the end of The CITY’s present fiscal year, that being **June 30, 2022**.

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

4. **Day-to-Day Operation and Administration**

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

5. **Contracts/Subcontracts**

OCURA may enter into contracts or subcontracts for necessary assistance in completing the scope of work that is the subject of this Agreement. Such contracts and subcontracts shall be in accordance with applicable law and regulations; and further, OCURA shall be responsible for the work performed by such contractors and subcontractors and for all expenditures made under such subcontracts. OCURA shall ensure, prior to entering into any contract utilizing CDBG funds, that

the vendor, contractor or subcontractor is eligible to receive federal contracts and properly registered in the federal database System for Award Management (SAM) at [www.sam.gov](http://www.sam.gov) by vendor or subcontractor name, and Dun & Bradstreet Universal Numbering System (DUNS) number. 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. **For all construction projects, OCURA shall ensure provisions for Section 3 compliance are included within written agreements with all contractors and subcontractors that require compliance with regulations in 24 CFR 75.** (Note this rule was recently revised; Section 3 provisions were formerly codified at 24 CFR 135.) It is specifically agreed and understood by both parties hereto that OCURA shall comply with all applicable HUD regulations. OCURA shall maintain full and adequate records of compliance with applicable laws, rules and regulations. Such records shall be open for inspection by The CITY and/or HUD or their authorized representatives.

b. **Program Income Receipt and Disposition**

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

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

- (i) OCURA shall return program income to The CITY immediately after receipt in any instance where the total amount received exceeds \$1,000.00.
- (ii) Program income received by OCURA in amounts less than \$1,000.00 may be accumulated by OCURA until the total reaches or exceeds \$1,000.00, 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. **Administrative Requirements.**

- (i) OCURA shall comply with applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements of 2 CFR Part 200. OCURA shall fully read 2 CFR Part 200 and then sign the Grant Policy and Procedure Review Certification form attached to this Agreement as Schedule "F."
- (ii) In matters of Program Income, OCURA shall comply with the provisions of 24 CFR 570.504(c) and paragraph 6b above.
- (iii) In matters concerning Real Property, OCURA shall comply with the provisions of 24 CFR 570.505.
- (iv) In matters concerning the disposition of equipment, 24 CFR 85.32 shall apply:
  - In all cases in which equipment is sold, the proceeds shall be program income (prorated to reflect the extent to which CDBG funds were used to acquire the equipment); and

- Equipment not needed for CDBG activities shall be transferred to The CITY for the CDBG program or shall be retained after compensating The CITY.

d. 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:

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

e. 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:

- 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
- 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.

f. Documentation Necessary for Required Assurances

OCURA shall appoint **Cathy O'Connor** as compliance officer(s) to ensure that regulatory provisions and the terms of this Agreement are met, to develop and maintain documentation necessary to assure compliance with the provisions of the Housing and Community Development Act of 1974 and such other Acts and amendments thereto, and shall provide such documentation and certification as may be needed to enable the Mayor, and the Chief Executive Officer of the City, to execute assurance of compliance.

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.

g. Records 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 three years after completion of each project in the HUD IDIS reporting system. OCURA shall retain records in accordance with the requirements of 24 CFR Part 84.53 for audits started before expiration of the three-year period and for certain other record retention provisions.

h. Religious Organizations

CDBG funds may not be used for religious activities or provided to primarily religious entities for inherently religious activities. Requirements described in 24 CFR 570.200(j), and 24 CFR §5.109 shall apply.

7. Cross-cutting Requirements

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

a. Title VI of the Civil Rights Act, As Amended by Public Law 102-166-NOV. 21-1991, 105 STAT, 1075

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

b. Davis-Bacon and Related Acts (DBRA)

OCURA shall assure that all contractors and subcontractors performing on federal contracts exceeding two thousand dollars (\$2,000.00) that involve construction or rehabilitation (to include demolition activity associated with construction), comply with the requirements of DBRA. Contracts for the rehabilitation or construction of residential properties containing less than eight (8) units are excluded. DBRA covered contractors and subcontractors shall 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 shall be included in covered contracts and subcontracts.

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

Contractors and subcontractors on prime contracts exceeding one hundred thousand dollars (\$100,000) are required, pursuant to the Contract Work Hours and Safety Standards Act in 40 U.S.C. §3701 et seq; 29 CFR Part 5, to pay employees one and one-half times their basic rates of pay for all hours over forty (40) worked on a covered contract work in a workweek. Covered contractors and subcontractors shall also pay employees weekly and submit weekly certified payroll records to the contracting agency.

Every employer performing work covered by the labor standards of the DBRA shall 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 shall be similarly posted.

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

- (i) Name, address, and Social Security number of each employee
- (ii) Each employee's work classifications

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

8. **Reports and Audits**

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

Required reports include but are not limited to:

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

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

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

10. **Personnel Policies and Internal Procedures**

Personnel policies, pay scales and operating procedures of OCURA shall be the responsibility of and shall be determined by OCURA; provided however that OCURA shall maintain and staff a facility accessible to citizens seeking to conduct business with OCURA on every working day of the year. Copies of such personnel policies, pay scales and internal operating procedures, including any amendments thereto, shall be furnished to The CITY upon request.

11. **Citizen Participation**

OCURA shall take such actions as may be necessary or appropriate to assure ongoing citizen participation in the projects or activities funded under this Agreement, as required by applicable laws, guidelines and regulations in 24 CFR § 91.105, , and the adopted Citizen Participation Plan of The CITY.

12. **Conflict of Interest**

No covered persons, including a member, officer, or employee of The City or OCURA, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises or has exercised any functions or responsibilities regarding the program, or who can participate in a decision-making process or gain inside information regarding activities, may obtain a financial interest or benefit from the assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to such assisted activity, or regarding proceeds of the assisted activity, either for themselves or those with whom they have business or immediate family ties, during his or her tenure or for one year thereafter. The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 24 CFR 570.611, which include, but are not limited to the following:

- a. OCURA shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b. No employee, officer or agent of OCURA shall participate in the selection, the award or the administration of a contract supported by Federal funds which would involve a conflict of interest, real or apparent.
- c. For purposes of this paragraph, a “covered person” includes any person who is an employee, agent, consultant, officer, or elected or appointed official of The City, OCURA, or any designated public agency.

13. **Non-Discrimination Certificate**

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

OCURA shall post the Non-Discrimination Statement attached hereto and labeled as Schedule “D” in a conspicuous place, available to employees and applicants for employment setting forth provisions of this section. OCURA further agrees to comply with Executive Order 11246, entitled

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

14. **Hold Harmless Clause**

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

15. **Independent Status**

OCURA agrees that it shall neither hold itself out as nor claim to be an officer, employee or agent of The CITY by reason of this Agreement, and that it will not by reason of this Agreement make any claim, demand, or application for any right or privilege applicable to an officer, employee or agent of The CITY, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit. OCURA shall provide property insurance in an amount satisfactory to The CITY for all property purchased with CDBG Funds, naming The CITY as co-insured. OCURA shall provide a Certificate of Insurance to The CITY for each property, as acquired for the duration of this agreement as reflected in item no. 2 above, or as otherwise extended.

16. **Termination**

This Agreement incorporates the provisions of 2 CFR Part 200, Subpart D. This Agreement may be suspended or terminated prior to the expiration of the term by unanimous written Agreement by the parties to this Agreement. The CITY may also unilaterally terminate or suspend this Agreement, in whole or in part, upon ten (10) days' written notice from The CITY to OCURA for the following reasons:

- a. Failure to perform the services set forth in the scope of services and requirements incident thereto.
- b. Making unauthorized or improper use of funds provided under this Agreement.
- c. Submission of an application, report or other documents pertaining to this Agreement which contains misrepresentation of any material aspect.
- d. The carrying out of the Scope of Services or the objectives of this Agreement is rendered improbable, unfeasible, impossible, or illegal.
- e. Failure of the U.S. Department of Housing and Urban Development (HUD) to make funds available, or if HUD suspends funds for any reason.

- f. Upon the determination of The CITY that the Agreement be suspended or terminated, without cause.
- g. For the convenience of The CITY.

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

- 17. **Compliance with Guidelines Set Forth by Community Development Citizens Committee**  
It is expressly understood between The CITY and OCURA that OCURA shall not make change orders that would require an increase in the proceeds provided in this Agreement.
- 18. **Lobbying Certification**  
OCURA shall not use funds provided herein for political patronage or lobbying, and shall execute the Lobbying Certification (“Schedule E”) as an inclusion in this document.
- 19. **Budgets**  
It is expressly understood by OCURA that budgets shall not be exceeded under any circumstances without prior written approval. Every request for budget revision to the funds itemized in Section 3.a.ii shall be submitted in writing. OCURA shall not consider newly generated program income as increasing budget capacity unless approval has been sought and received in writing from The CITY.
- 20. **Miscellaneous**  
Should it become necessary to determine the meaning or otherwise interpret any word, phrase or provision of this Agreement, or should the terms of this Agreement in any way be the subject of litigation in any court of laws or equity, it is expressly agreed that the laws of the State of Oklahoma shall exclusively control same.
- 21. **Debarment and Exclusions**  
OCURA certifies by execution of this Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. OCURA shall require that all subcontract agreements funded under this Agreement include this certification by the subcontractor.
- 22. **Environmental Review**  
The funding under this agreement is conditioned on The CITY’s determination to proceed with, modify or cancel any project based on the results of a subsequent environmental review.

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

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



IN WITNESS WHEREOF, the parties hereto signify their Agreement to all provisions contained herein by the following executions on this \_\_\_\_ day of \_\_\_\_\_ 2021.

ATTEST:

**THE CITY OF OKLAHOMA CITY**

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

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

ATTEST:

**OKLAHOMA CITY URBAN RENEWAL  
AUTHORITY**

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Chairperson

**REVIEWED** as to form and legality

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

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

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

- a) Up to, but no more than **\$788,880.00** of FY 2021-22 funds as allocated in this Agreement, shall be used to meet the CDBG National Objective criteria, activities to address slum and blight under 24 CFR 570.208(b)(1), Activities to address slum and blight on an area basis; and 24 CFR 570.208(b)(3) (i & ii); or Activities to address slum and blight in an urban renewal area. OCURA shall also comply with 24 CFR 570.505, Use of real property.

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

- b) Up to, but no more than **\$427,310.20** funded with \$307,990 in recaptured program income previously carried forward from prior year Agreements plus \$119,320.20 recaptured from the Microenterprise Grant Program in FY 2020-21. shall be used for grants to support general public facilities projects under 24 CFR 570.201(c). Funds are allocated in FY 2021-22 to support the Miramar sewer extension project, and/or other eligible public facilities projects, subject to approval by The CITY's Community Development Division staff.

- c) Prior to expending any funds under this Agreement for acquisition, OCURA shall:
- i. inform The CITY of the need to perform its environmental responsibilities under 24 CFR Part 58 (to avoid choice limiting activities, OCURA shall not enter into contract until the Part 58 process has been completed.)
  - ii. provide The CITY with evidence that the sale is voluntary in accordance with the Consolidated Appropriations Act of 2016
  - iii. perform an appraisal consistent with the Uniform Standards of Professional Appraisal Practice (USPAP)
  - iv. document conformance with requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (if applicable)
  - v. determine the end use of the property to be acquired per 24 CFR §570.208(d).
    - A preliminary determination of compliance may be based on the planned use.
    - The final determination shall be based on the actual use of the property, excluding any short-term, temporary use.
    - Where the acquisition is for the purpose of clearance to eliminate specific conditions of blight or physical decay, the clearance activity shall be considered the actual use of the property; however, any subsequent use or disposition of the cleared property must be treated as a "change of use" under 24 CFR §570.505.
    - If the property is to be acquired for a general purpose such as housing or economic development, and the actual specific project is not yet identified, OCURA shall document the general use it intends for the property, the National Objective category it expects will be met, and shall provide a written commitment to use the property only for a specific project under that general use which will meet the specified National Objective.

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

1. OCURA shall notify the City's Housing & Community Development Division (HCDD) in writing, of OCURA's status under the Audit Requirements of 2 CFR Part 200.501.
2. OCURA shall notify the HCDD prior to committing funds for any project involving property acquisition or construction work funded in part or fully with CDBG funds and shall allow the opportunity to review any draft contracts or subcontracts prior to their execution.
3. OCURA requests for reimbursement of property acquisition costs shall be accompanied by a current appraisal dated within six (6) months of the signed Purchase Agreement. Reimbursement from CDBG funds shall be limited to 120% of the documented appraised value of the property. Acquisition costs exceeding 120% of the current appraised value must be paid from non-federal sources.
4. OCURA, prior to any CDBG funded contract or subcontract award, shall check the System for Award Management (SAM), the U.S. Department of Labor's database showing companies or individuals that have been declared ineligible to receive Federal contracts and to confirm that the entity is currently registered and active in the SAM System and shall keep documentation thereof. OCURA and its contractors and subcontractors shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Universal Numbering System (DUNS), the SAM database, and the Federal Funding Accountability and Transparency Act, including 2 CFR Part 25, Appendix A to Part 25, and 2 CFR part 170.
5. OCURA shall appropriately allocate activity delivery costs for each project carried out with funds under this Agreement, estimate these costs in budget form, and appropriately document actual activity delivery expenses.
6. OCURA shall adopt the HCDD's determination of "affordable rents" and shall establish the HCDD's approved "affordability period" for each and any housing project contemplated to be undertaken to meet the National Objective of 24 CFR 570.208(a)(3), Housing Activities benefiting low- and moderate-income households. The HCDD's "affordable rent" and "affordability standard" shall be provided upon request or determined during project review.
7. OCURA, respective to rental and homebuyer housing projects, shall use the HUD income qualification standards to determine low- and moderate- income households, and shall adopt The CITY's HUD-approved method of determining maximum rents for low- and moderate-income households. Specifically, OCURA and its contractors shall use the HUD Part 5 method of income determination in 24 CFR 5.609 for low- and moderate- income rental projects and the IRS 1040 method for homebuyer projects. The CITY staff shall provide guidance to OCURA on how to comply with either method.
8. OCURA shall adhere, as applicable, to 24 CFR 570.208(a)(3) for determining compliance with housing activities that meet a low- and moderate- income national objective.
9. OCURA shall adhere, as applicable, to guidelines at 24 CFR 570.209 for evaluating and selecting economic development projects. These include guidelines and objectives for evaluating project costs and financial requirements; standards for evaluating public benefit; amendments to economic development projects after review determinations; and documentation.

10. OCURA shall adhere, as applicable, to 24 CFR 570.208(a)(4) for determining compliance with job creation or retention activities to meet a low- and moderate-income national objective.

## **SCHEDULE “B” BUDGET**

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

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

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

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

**Page 1 of 2 Pages**

In compliance with regulations at 24 CFR 75 and Section 3 of the 1968 Housing and Urban Development Act, as amended, regarding Equal Employment Opportunity, OCURA hereby affirms that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low- income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low- income persons. No person shall be discriminated against or denied employment on the grounds of race, color, national origin, age, familial status, disability or sex.

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

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

**UTILIZING LOWER- INCOME RESIDENTS:**

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

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

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

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

**24 CFR Part 75, Subpart C, Section 75.27**

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.

- (a) Recipients shall include language applying Section 3 Requirements in any subrecipient agreement or contract for a Section 3 project.
- (b) Recipients of Section 3 funding shall require subrecipients, contractors, and subcontractors to meet the requirements of § 75.19, regardless of whether Section 3 language is included in recipient or subrecipient agreements, program regulatory agreements, or contracts.

## SCHEDULE "C" – SECTION 3 COMPLIANCE

Page 2 of 2 Pages

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

(d) The contractor agrees to include Section 3 compliance requirements in every subcontract subject to compliance with regulations in 24 CFR 75, and agrees to take appropriate action, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor shall not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.

(e) Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

### **SECTION 3 RECORDS AND REPORTS:**

OCURA shall submit all reports required in a timely manner. OCURA shall also assure that all contractors and sub-contractors submit required reports as needed. OCURA's invoices requesting payment on construction projects must include these reports which specify:

- (a) The total number of labor hours worked on the funded project;
- (b) The total number of labor hours worked on the funded project by Section 3 workers; and
- (c) The total number of labor hours worked on the funded project by Targeted Section 3 workers.
  - i. Section 3 workers' and Targeted Section 3 workers' labor hours may be counted for five years from when their status as a Section 3 worker or Targeted Section 3 worker is established pursuant to 24 CFR Part 75, Subpart C § 75.25(a)(2).
  - ii. The labor hours reported must include the total number of labor hours worked on a Section 3 project, including labor hours worked by any subrecipients, contractors and subcontractors that the recipient is required to report.
  - iii. Recipients reporting under this section, as well as subrecipients, contractors and subcontractors who report to recipients, may report labor hours by Section 3 Workers and, labor hours by Targeted Section 3 workers from professional services; without including labor hours from professional services in the total number of labor hours worked. If a contract covers both professional services and other work and the recipient or contractor or subcontractor chooses not to report professional service labor hours, the labor hours under the contract that are not from professional services must still be reported.

“Section 3 labor hours” are defined as hours worked by all Section 3 workers employed on a Section 3 project. “A “Section 3 worker” is any worker who currently fits, or when hired within the past five years, fits at least one of the following categories, as documented:

- i. The worker’s income for the previous or annualized calendar year is at or below the 80% low-income limit established by HUD; (Income limits are defined in Section 3(b)(2) of the Housing Act of 1937 and are determined annually by HUD. These limits are typically established at 80 percent and 50 percent of the area median individual income.)
- ii. The worker is employed by a Section 3 business concern;
- iii. The worker is a YouthBuild Participant.

A “Targeted Section 3 worker” is defined as:

- i. A worker employed by a Section 3 business concern; or
- ii. A worker who currently fits, or when hired fit, at least one of the following categories as documented within the past five (5) years:
  - a) The worker lives within the service area or the neighborhood of the project, (service area or neighborhood of the project means an area within one (1) mile of a Section 3 project, or within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census); or
  - b) The worker is a Youthbuild participant.

A “Section 3 business concern” is defined as a business that meets at least one of the following criteria, documented within the last six-month period:

- i. At least 51 percent owned and controlled by low- or very low-income persons;
- ii. Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or
- iii. A business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing

The **first benchmark** is that a minimum of 25% of the total number of labor hours worked by all workers on a Section 3 project must be performed by Section 3 workers.

The **second benchmark** is that Targeted Section 3 workers will work at least five Percent (5%) of the total number of labor hours on the construction project.

OCURA shall employ feasible methods to advertise Section 3 requirements and opportunities related to CDBG-funded construction projects and shall include them in all requests for quotes requested or solicitations issued related to such projects.



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

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

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

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

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

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

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

**Section 25-41, Article\_, Chapter 25 of the Oklahoma City Municipal Code, 2020, as amended.**

OKLAHOMA CITY URBAN RENEWAL  
AUTHORITY

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

DATE \_\_\_\_\_

ATTEST:

SECRETARY : \_\_\_\_\_

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

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

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

OKLAHOMA CITY URBAN RENEWAL  
AUTHORITY

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

DATE \_\_\_\_\_

ATTEST:

SECRETARY : \_\_\_\_\_



**OKLAHOMA CITY**

**URBAN  
RENEWAL  
AUTHORITY**

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To: Board of Commissioners  
From: Catherine O'Connor, Executive Director  
Date: October 20, 2021  
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 2021–2022

**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 2021-2022, a contract between OCURA and the City of Oklahoma City has been drafted to oversee \$1,216,190 in CDBG funding for property management, property disposition and other eligible activities.

The Alliance has assumed all administrative and management functions that in the past were provided by OCURA employees. In order to clearly define the CDBG-related activities performed by the Alliance it was determined that two agreements between OCURA and the Alliance would be the best approach. This agreement outlines the CDBG-related activities to be performed by the Alliance for OCURA. The agreement includes an amount not-to-exceed \$300,000.

**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 2021–2022**

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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 2021–2022, 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 Economic Development Services Agreement with the Alliance for Economic Development of Oklahoma City, Inc. (“Alliance”), dated June 16, 2021, 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”); and

**WHEREAS**, the Alliance Services Agreement is a sole source designation for professional services, approved by Resolution No. 5980 of the Authority on June 16, 2021; 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 2021–2022, 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 2021–2022 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 Street, Suite B, Oklahoma City, Oklahoma 73102, on the **20<sup>th</sup>** day of **October, 2021**; that said meeting was held in accordance with the By-Laws of the Authority and the Oklahoma Open

Meetings Act; that any notice required to be given of such meeting was properly given; that a quorum was present at all times during said meeting; and that the Resolution was duly adopted by a majority of the Commissioners present.

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SECRETARY

(SEAL)

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

This COMMUNITY DEVELOPMENT BLOCK GRANT SERVICES AGREEMENT (“CDBG Services Agreement”) is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2021, 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, 2022.

### **WITNESSETH:**

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

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

**WHEREAS**, a specific objective of the Act is to achieve viable urban communities through the conservation and expansion of the nation’s housing stock by providing decent housing, a suitable living environment, and expanding economic opportunities principally for persons of low to moderate income as defined by the United States Department of Housing and Urban Development (“HUD”); and

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

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

**WHEREAS**, the City has entered into a CDBG Operating Agreement with the Authority for the fiscal year 2021–2022, 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 Economic Development Services Agreement with the Alliance for Economic Development of Oklahoma City, Inc. (“Alliance”), dated June 16, 2021, 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”); and

**WHEREAS**, the Alliance Services Agreement is a sole source designation for professional services, approved by Resolution No. 5980 of the Authority on June 16, 2021; 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 2021–2021, as the professional services needed to fulfill such obligations is available only from the same, sole source as the Authority’s general professional services.

**NOW, THEREFORE**, effective as of July 1, 2021, the Authority and the Alliance agree to all the foregoing and further agree as follows:

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

2. Term of Agreement. The term of this CDBG Services Agreement shall be from July 1, 2021 to June 30, 2022, 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, 2022, 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 \$300,000 for the fiscal year unless such limited is modified by the Executive Director of the Authority. It is understood that this Agreement is funded only with CDBG funds through the Oklahoma City Community Development Block Grant Program as administered by the City and the Authority, and therefore services provided under this Agreement are subject to those regulations and restrictions normally associated with federally-funded programs.

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

IN WITNESS WHEREOF, the parties hereto set their hands this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

(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:

\_\_\_\_\_  
Judy Hatfield  
Secretary

## **SCHEDULE A**

### **SERVICES FOR FISCAL YEAR 2021-2022 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 2021–2022, and consistent with the terms of the Community Development Block Grant (CDBG) Operating Agreement for fiscal year 2021–2022 between the Oklahoma City Urban Renewal Authority and The City of Oklahoma City.

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

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

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

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

**OKLAHOMA CITY**

URBAN  
RENEWAL  
AUTHORITY

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To: Board of Commissioners  
From: Catherine O'Connor, Executive Director  
Date: October 20, 2021  
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 2021–2022 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 2021-2022 with the CEDL for CDBG related legal services. The contract includes a not to exceed amount of \$75,000.

**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, 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 FOR FISCAL YEAR 2021–2022**

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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 2021–2022, 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 2021–2022 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 2021–2022 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 Street, Suite B, Oklahoma City, Oklahoma 73102, on the **20<sup>th</sup>** day of **October, 2021**; 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, 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 FOR FISCAL YEAR 2021–2022**

**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 2021-2022, 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 2021-2022.

**NOW, THEREFORE**, effective on or as of July 1, 2021, the Authority and CEDL agree to all the foregoing and further agree as follows:

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

2. Term of Agreement. The term of this CDBG Services Agreement shall be from July 1, 2021 to June 30, 2022, 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, 2022, 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 \$75,000 for the fiscal year unless such limit is modified by the Executive Director of the Authority. It is understood that this Agreement is funded only with CDBG funds through the Oklahoma City Community Development Block Grant Program as administered by the City and the Authority, and therefore services provided under this Agreement are subject to those regulations and restrictions normally associated with federally-funded programs. CEDL's DUNS number is 13-682-3150. Every invoice CEDL sends to the Authority shall include CEDL's DUNS number.

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. Executive Order 13658. Executive Order 13658 requires that the hourly minimum wage paid by contractors or subcontractors to workers performing on Federal contracts or contracts funded with Federal funds must be (i) \$10.10 per hour, beginning January 1, 2015; and (ii) beginning January 1, 2016, and annually thereafter, an amount determined by the Secretary of Labor.

All contracts, including lower-tier subcontracts, must specify, as a condition of payment, that the minimum wage to be paid to workers, including workers whose wages are calculated

pursuant to special certificates issued under 29 U.S.C. § 214(c),1 in the performance of this Agreement or any subcontract thereunder, shall be at least \$10.10 per hour beginning January 1, 2015.

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

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

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

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

IN WITNESS WHEREOF, the parties hereto set their hands this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

(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:

\_\_\_\_\_  
Judy Hatfield, Secretary

## EXHIBIT A

### SCOPE OF SERVICES FOR FISCAL YEAR 2021-2022 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 2021-2022, and consistent with the terms of the Community Development Block Grant (CDBG) Operating Agreement for fiscal year 2021-2022 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 of the Oklahoma City Urban Renewal Authority  
From: Catherine O'Connor, Executive Director  
Date: October 20, 2021  
Ref: FY 2021-2022 Budget Amendment

**Background:** The annual budget was prepared under the direction of the Executive Director and was adopted by the Board of Commissioners on June 16, 2021. The proposed amended budget includes updates to the CDBG revenues and real estate acquisition and disposition activities expected to be completed during the current fiscal year.

**Purpose of Agenda Item:** The resolution approves the amended FY 2021-2022 budget

**Staff Recommendation:** Approval of Resolution

**Attachments:** FY 2021-2022 Amended Budget

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

**RESOLUTION APPROVING A BUDGET AMENDMENT FOR THE PERIOD OF JULY 1, 2021, THROUGH JUNE 30, 2022 AND AUTHORIZING THE EXECUTIVE DIRECTOR TO MAKE FUTURE BUDGET ADJUSTMENTS**

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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; 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, consistent with sound business practices, has previously adopted a budget for the period of July 1, 2021, through June 30, 2022; and

**WHEREAS**, the Board of Commissioners, again consistent with sound business practices, finds it appropriate and desirable to adopt the attached budget amendment for the period of July 1, 2021 through June 30, 2022; 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 authorize the Executive Director to make future adjustments to the 2021-2022 budget in order to make expenditures that are necessary and appropriate to ensure sound management and administration of the Authority, compliance with all applicable laws, and increased efficiency and effectiveness in carrying out the redevelopment objectives of The City, subject to regular reporting to and appropriate oversight by the Board of Commissioners.

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

1. The attached budget amendment reflecting the anticipated needs for the period of July 1, 2021, through June 30, 2022, is hereby adopted and approved.
2. The Executive Director is hereby authorized to make future adjustments to the 2021-2022 budget in order to make expenditures that are necessary and appropriate to ensure sound management and administration of the Authority, compliance with all applicable laws, and increased efficiency and effectiveness in carrying out the redevelopment objectives of The City, subject to regular reporting to and appropriate oversight by the Board of Commissioners.



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 **20th** day of **October, 2021**; that said meeting was held in accordance with the By-Laws of the Authority and the Oklahoma Open Meetings Act; that any notice required to be given of such meeting was properly given; that a quorum was present at all times during said meeting; and that the Resolution was duly adopted by a majority of the Commissioners present.

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SECRETARY

(SEAL)

# Oklahoma City Urban Renewal Authority

<u>Revenue</u>	Amended Budget FY 2021/22	Approved Budget FY 2021/22	Annual Budget Diff.
CDBG Income	1,216,190	1,400,000	(183,810)
Rental Income	25,000	25,000	-
Rental Income - Bass Pro	630,000	630,000	-
Real Estate Sales	4,380,000	1,490,000	2,890,000
Real Estate Sales - CDBG/HOME	-	-	-
Interest Income	5,000	5,000	-
Other Income	-	-	-
<b>Total Revenue</b>	<b>6,256,190</b>	<b>3,550,000</b>	<b>2,706,190</b>
<u>Expenses</u>			
<u>General &amp; Administrative</u>			
Alliance Management Contract	900,000	900,000	-
Insurance	35,000	35,000	-
Insurance - Bass Pro	75,000	75,000	-
Rent	65,000	65,000	-
Office Expense	30,000	30,000	-
Other	10,000	10,000	-
<b>Total General &amp; Administrative</b>	<b>1,115,000</b>	<b>1,115,000</b>	<b>-</b>
<u>Property Management</u>			
Salaries & Benefits	255,000	255,000	-
Common Area Maintenance - Bass Pro	135,000	135,000	-
Contract Maintenance	-	-	-
Supplies & Utilities	10,000	10,000	-
Mowing Equipment & Repairs	25,000	25,000	-
Waste Disposal	15,000	15,000	-
Fuel	8,000	8,000	-
Insurance	35,000	35,000	-
<b>Total Property Management</b>	<b>483,000</b>	<b>483,000</b>	<b>-</b>
Legal Fees	250,000	250,000	-
Other Professional Fees	200,000	200,000	-
BID/SID Assessments & Other	60,000	60,000	-
Acquisition	1,300,000	150,000	1,150,000
Disposition	200,000	200,000	-
Site Clearance & Improvements	600,000	600,000	-
Payments to the City of OKC - CDBG	625,000	400,000	225,000
Payments to the City of OKC - Bass Pro	350,000	350,000	-
<b>Total Expenses</b>	<b>5,183,000</b>	<b>3,808,000</b>	<b>1,375,000</b>
<b>Surfeit/Deficit</b>	<b>1,073,190</b>	<b>(258,000)</b>	<b>1,331,190</b>

Oklahoma City Urban Renewal Authority  
Combining Balance Sheet and  
Statement of Revenues, Expenditures and Changes in Fund Balance  
as of and for the Month Ending August 31, 2021

	<u>Closeout</u> <u>Project</u> <u>Fund</u>	<u>Revolving</u> <u>Fund</u>	<u>Core to Shore</u> <u>Buffer</u>	<u>SEP II</u> <u>Fund</u>	<u>Harrison-</u> <u>Walnut</u> <u>Other Fund</u>	<u>Nonfederal</u> <u>Fund</u>	<u>OCRC</u>	<u>Bass Pro</u> <u>Shop</u> <u>Fund</u>	<u>Total</u>	<u>Budget</u> <u>2021-22</u>
<b>Assets</b>										
Cash	4,404,632	13,707	90,048	-	-	1,416,515	181,265	712,116	6,818,282	
Investments	245,000	-	-	-	-	-	-	-	245,000	
Accounts Receivable	-	7,897	-	-	-	-	-	-	7,897	
Due from Other Governmental Entities	-	65,912	-	-	-	-	-	-	65,912	
Due from (to) Other Funds	152,906	(87,526)	(26,631)	(12,581)	(26,168)	-	-	-	-	
<b>Total Assets</b>	<b>4,802,538</b>	<b>(10)</b>	<b>63,417</b>	<b>(12,581)</b>	<b>(26,168)</b>	<b>1,416,515</b>	<b>181,265</b>	<b>712,116</b>	<b>7,137,092</b>	
<b>Liabilities and Fund Balances</b>										
Accounts Payable	100	(10)	-	-	-	-	-	-	90	
Deposits	900	-	25,000	-	-	-	-	-	25,900	
<b>Total Liabilities</b>	<b>1,000</b>	<b>(10)</b>	<b>25,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>25,990</b>	
<b>Total Fund Balances</b>	<b>4,801,538</b>	<b>-</b>	<b>38,417</b>	<b>(12,581)</b>	<b>(26,168)</b>	<b>1,416,515</b>	<b>181,265</b>	<b>712,116</b>	<b>7,111,102</b>	
<b>Total Liabilities and Fund Balances</b>	<b>4,802,538</b>	<b>(10)</b>	<b>63,417</b>	<b>(12,581)</b>	<b>(26,168)</b>	<b>1,416,515</b>	<b>181,265</b>	<b>712,116</b>	<b>7,137,092</b>	
<b>Revenues</b>										
Grant Revenues - CDBG	-	-	-	-	-	-	-	-	-	1,400,000
Grant Revenues - Other	-	-	-	-	-	-	-	-	-	-
Lease Revenues	4,500	-	-	5,543	-	-	-	104,867	114,911	655,000
Real Estate Sales	2,159,705	-	-	-	-	-	-	-	2,159,705	1,490,000
Interest	2,065	-	11	-	-	3,645	2	-	5,723	5,000
Other	367	-	-	-	-	429,412	-	-	429,779	-
<b>Total Revenues</b>	<b>2,166,637</b>	<b>-</b>	<b>11</b>	<b>5,543</b>	<b>-</b>	<b>433,057</b>	<b>2</b>	<b>104,867</b>	<b>2,710,118</b>	<b>3,550,000</b>
<b>Expenditures</b>										
General and Administrative	84,097	-	10,258	11,290	8,851	75	-	-	114,570	1,115,000
Real Estate Acquisition	1,400	-	606,974	-	-	-	-	-	608,374	150,000
Real Estate Disposition	7,111	-	62	6,500	-	-	-	-	13,673	200,000
Site Clearance/Improvements	-	-	-	-	-	-	-	-	-	600,000
Legal	24,517	-	13,798	335	1,633	-	-	-	40,283	250,000
Other Professional	1,000	-	-	-	-	-	-	-	1,000	200,000
Property Management	53,177	-	3,294	-	15,684	-	-	21,604	93,759	483,000
Payments to the City of OKC	-	-	-	-	-	-	-	-	-	750,000
Other	1,985	-	-	-	-	-	-	-	1,985	60,000
<b>Total Expenditures</b>	<b>173,286</b>	<b>-</b>	<b>634,386</b>	<b>18,125</b>	<b>26,168</b>	<b>75</b>	<b>-</b>	<b>21,604</b>	<b>873,643</b>	<b>3,808,000</b>
<b>Changes in Fund Balance</b>	<b>1,993,351</b>	<b>-</b>	<b>(634,375)</b>	<b>(12,581)</b>	<b>(26,168)</b>	<b>432,982</b>	<b>2</b>	<b>83,263</b>	<b>1,836,474</b>	<b>(258,000)</b>
Fund Balance, Beginning of Year	2,808,187	-	672,792	-	-	983,533	181,263	628,853	5,274,627	
Transfers In (Out)	-	-	-	-	-	-	-	-	-	
<b>Fund Balance, Current</b>	<b>4,801,538</b>	<b>-</b>	<b>38,417</b>	<b>(12,581)</b>	<b>(26,168)</b>	<b>1,416,515</b>	<b>181,265</b>	<b>712,116</b>	<b>7,111,102</b>	

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 August 31, 2021

	<u>Closeout</u> <u>Project</u> <u>Fund</u>	<u>Revolving</u> <u>Fund</u>	<u>Core to Shore</u> <u>Buffer</u>	<u>SEP II</u> <u>Fund</u>	<u>Harrison-</u> <u>Walnut</u> <u>Other Fund</u>	<u>Nonfederal</u> <u>Fund</u>	<u>OCRC</u>	<u>Bass Pro</u> <u>Shop</u> <u>Fund</u>	<u>Total</u>
<b>Assets</b>									
Cash	4,404,632	13,707	90,048	-	-	1,416,515	181,265	712,116	6,818,282
Investments	245,000	-	-	-	-	-	-	-	245,000
Accounts Receivable	-	7,897	-	-	-	-	-	-	7,897
Due from Other Governmental Entities	-	65,912	-	-	-	-	-	-	65,912
Due from (to) Other Funds	152,906	(87,526)	(26,631)	(12,581)	(26,168)	-	-	-	-
<b>Total Assets</b>	<b>4,802,538</b>	<b>(10)</b>	<b>63,417</b>	<b>(12,581)</b>	<b>(26,168)</b>	<b>1,416,515</b>	<b>181,265</b>	<b>712,116</b>	<b>7,137,092</b>
<b>Liabilities and Fund Balances</b>									
Accounts Payable	100	(10)	-	-	-	-	-	-	90
Deposits	900	-	25,000	-	-	-	-	-	25,900
<b>Total Liabilities</b>	<b>1,000</b>	<b>(10)</b>	<b>25,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>25,990</b>
<b>Total Fund Balances</b>	<b>4,801,538</b>	<b>-</b>	<b>38,417</b>	<b>(12,581)</b>	<b>(26,168)</b>	<b>1,416,515</b>	<b>181,265</b>	<b>712,116</b>	<b>7,111,102</b>
<b>Total Liabilities and Fund Balances</b>	<b>4,802,538</b>	<b>(10)</b>	<b>63,417</b>	<b>(12,581)</b>	<b>(26,168)</b>	<b>1,416,515</b>	<b>181,265</b>	<b>712,116</b>	<b>7,137,092</b>
<b>Revenues</b>									
Grant Revenues - CDBG	-	-	-	-	-	-	-	-	-
Grant Revenues - Other	-	-	-	-	-	-	-	-	-
Lease Revenues	-	-	-	5,543	-	-	-	52,434	57,977
Real Estate Sales	-	-	-	-	-	-	-	-	-
Interest	-	-	5	-	-	-	1	-	6
Other	367	-	-	-	-	423,712	-	-	424,078
<b>Total Revenues</b>	<b>367</b>	<b>-</b>	<b>5</b>	<b>5,543</b>	<b>-</b>	<b>423,712</b>	<b>1</b>	<b>52,434</b>	<b>482,061</b>
<b>Expenditures</b>									
General and Administrative	38,295	-	7,715	4,771	4,422	75	-	-	55,278
Real Estate Acquisition	-	-	544,474	-	-	-	-	-	544,474
Real Estate Disposition	4,255	-	62	-	-	-	-	-	4,317
Site Clearance/Improvements	-	-	-	-	-	-	-	-	-
Legal	24,517	-	13,798	335	1,633	-	-	-	40,283
Other Professional	-	-	-	-	-	-	-	-	-
Property Management	17,050	-	1,395	-	15,110	-	-	10,802	44,357
Payments to the City of OKC	-	-	-	-	-	-	-	-	-
Other	1,985	-	-	-	-	-	-	-	1,985
<b>Total Expenditures</b>	<b>86,103</b>	<b>-</b>	<b>567,444</b>	<b>5,106</b>	<b>21,165</b>	<b>75</b>	<b>-</b>	<b>10,802</b>	<b>690,694</b>
<b>Changes in Fund Balance</b>	<b>(85,736)</b>	<b>-</b>	<b>(567,439)</b>	<b>437</b>	<b>(21,165)</b>	<b>423,637</b>	<b>1</b>	<b>41,632</b>	<b>(208,633)</b>
Fund Balance, Beginning of Period	4,887,275	-	605,856	(13,019)	(5,003)	992,878	181,264	670,484	7,319,735
Fund Balance, Current	4,801,538	-	38,417	(12,581)	(26,168)	1,416,515	181,265	712,116	7,111,102

Oklahoma City Urban Renewal Authority  
Schedule of Investments  
August 31, 2021

<u>Investments</u>	<u>Interest</u> <u>Rate</u>	<u>Maturity</u> <u>Date</u>	<u>Settlement</u> <u>Date</u>	<u>Amount</u>
Ally Bank CD	1.70%	01/31/22	01/30/20	245,000
<b>Total Investments</b>	<b>1.70%</b>			<b>245,000</b>