

AGENDA
REGULAR MEETING OF
OKLAHOMA CITY URBAN RENEWAL AUTHORITY
WEDNESDAY, MARCH 13, 2019
CONFERENCE ROOM
431 WEST MAIN, SUITE B
10:30 A.M.

1. Call to Order
2. Statement of Compliance with the Oklahoma Open Meeting Law
3. Roll Call
4. Reading and Approval of Minutes of a Regular Meeting on Wednesday, January 16, 2019

NORTHEAST RENISSANCE

5. Resolution No. _____ Authorizing the Acquisition of Real Property Located at 2325 North Martin Luther King Boulevard by Negotiation or by Exercise of Eminent Domain, if Necessary, Northeast Renaissance Urban Renewal Plan

CORE TO SHORE

6. Resolution No. _____ Conditionally Designating a Redeveloper for Property Located at the Southwest Corner of Southwest 10th Street and South Harvey Avenue, Core To Shore Urban Renewal Plan
7. Resolution No. _____ Accepting the Lowest Responsible Bid and Awarding and Approving a Contract for the Demolition of Structures on Certain Property Located South of Southwest 3rd Street in Between Broadway and Shields, Known as the “OG&E Gold Building,” Core To Shore Urban Renewal Plan

GENERAL MATTERS

8. Resolution No. _____ Authorizing an Invitation for Proposals for the Auditing of the Authority’s Finances for Fiscal Year Ending June 30, 2019
9. Resolution No. _____ Amending the Approved Vendors List for Professional Services Providers
10. Presentation of Interim Financial Report for the Period Ending January 31, 2019

OCURA AGENDA

March 13, 2019

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11. Staff Report
12. Citizens to be heard
13. Adjournment

POSTED at the offices of the City Clerk, Oklahoma City Urban Renewal Authority and at 431 West Main, Suite B by 10:30 a.m. on Tuesday, March 12, 2019 by Pam Lunnon, Executive Assistant

MINUTES OF REGULAR MEETING
OF THE
OKLAHOMA CITY URBAN RENEWAL AUTHORITY

A Regular Meeting of the Board of Commissioners of the Oklahoma City Urban Renewal Authority (“Authority”) was held on Wednesday, January 16, 2019 at 10:41 a.m. in the conference room located at 431 West Main, Suite B; Oklahoma City, Oklahoma 73102.

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

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

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, CEDL
Mitchell Moore, Cassie Poor, Nicolle Goodman, Pam Lunnon and Geri Harlan, The Alliance

Others Present:

Michael Madsen, BKD
Chad Moore, BKD
Ron Bradshaw, Colony Partners
Michael Massad, Price, Edwards &Company
Kris Baker, Chicago Title

The Chairman requested a motion to approve the circulated minutes of the Regular Board Meeting of the Oklahoma City Urban Renewal Authority held on Wednesday, December 19, 2018.

OCURA Board of Commissioners, Wednesday, January 16, 2019

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

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

Minutes Approved

The Chairman introduced the following resolutions:

HARRISON/WALNUT

Resolution No. 5867 entitled:

“Approving Schematic Design Studies, Design Development Documents, and Construction Documents, and Authorizing the Executive Director to Approve Landscape Plans and Evidence of Financing to be Submitted by Colony – Page Woodson, LLC for Phase III of the Redevelopment of the Property Bounded Generally by Northeast 4th Street, Northeast 7th Street, North Kelley Avenue, and North Stonewall Avenue, Harrison-Walnut Urban Renewal Plan And University Medical Center Urban Renewal Plan”

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

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

Resolution Adopted

CORE TO SHORE

Resolution No. 5868 entitled:

“Authorizing the Solicitation of Bids for Demolition of Structures on Certain Property Located South of Southwest 3rd Street in between Broadway and Shields, known as the “OG&E Gold Building,” Core To Shore Urban Renewal Plan

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

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

Resolution Adopted

GENERAL MATTERS

Resolution No. 5869 entitled:

“Receiving and Accepting an Audit of Accounts by BKD, LLP, For Fiscal Year Ending June 30, 2018”

Michael Madsen made presentation on the Audit ending June 30, 2018

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

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

Resolution Adopted

OCURA Board of Commissioners, Wednesday, January 16, 2019

Resolution No. 5870 entitled:

“Adopting the Oklahoma City Urban Renewal Conflicts of Interest Policy”

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

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

Resolution Adopted

Financial Report

Geri Harlan presented the financial reports through November 30, 2018.

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

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

Financials Received

Staff Report

Citizens to be heard

There being no further business to come before the Board, the meeting was adjourned at 11:02 a.m.

Secretary

OCURA Board of Commissioners, Wednesday, January 16, 2019

OKLAHOMA CITY

**URBAN
RENEWAL
AUTHORITY**

To: Board of Commissioners of the Oklahoma City Urban Renewal Authority
From: Catherine O'Connor, Executive Director
Date: March 13, 2019
Ref: Resolution Authorizing the Acquisition of Real Property located at 2325 North Martin Luther King Boulevard by Negotiating or by Exercise of Eminent Domain, if necessary, Northeast Renaissance Urban Renewal Plan

Background: The objectives of the Northeast Renaissance Urban Renewal Plan include the stimulation and the renovation and development of commercial properties and the assembly of development parcels. OCURA is responsible for implementation of the Urban Renewal Plan, including the acquisition of parcels within the Northeast Renaissance Urban Renewal Area only when the Board makes at least one of four findings as to each parcel to be acquired:

1. That the property is blighted, abandoned or unimproved and that acquisition is necessary to remove or prevent the spread of blight; or
2. That the property is necessary for public use, where "public use" means a public entity will own the property and it will be generally open and accessible to the public, such as for a public park or public right-of-way; or
3. That the property is contiguous to, adjacent to, or in the same block as other property owned by OCURA, and its acquisition is necessary to create an assemblage for redevelopment; or
4. That the property is occupied by a historically or architecturally significant structure which is not currently occupied for residential purposes and that its acquisition is necessary to prevent its destruction or facilitate its preservation, restoration, rehabilitation, or reuse.

The property located at 2325 N Martin Luther King Boulevard has been analyzed against the criteria and has been deemed appropriate to acquire to remove the spread of blight and to create a larger developable parcel of OCURA property.

Purpose of Agenda Item: The proposed resolution authorizes the acquisition by negotiating or exercising eminent domain, if necessary, for property located at 2325 N. MLK in the Northeast Renaissance Urban Renewal Area.

Staff Recommendation: Approval of Resolution

Attachments: Map

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE ACQUISITION OF REAL PROPERTY LOCATED AT 2325 NORTH MARTIN LUTHER KING BOULEVARD BY NEGOTIATION OR BY EXERCISE OF EMINENT DOMAIN, IF NECESSARY, NORTHEAST RENAISSANCE URBAN RENEWAL PLAN

WHEREAS, on December 30, 2014, the City Council of the City of Oklahoma City (“City”) approved the Northeast Renaissance Urban Renewal Plan (“Urban Renewal Plan”) in accordance with the Oklahoma Urban Redevelopment Law, 11 O.S. §38-101, *et seq.* (“Act”), and authorized the Oklahoma City Urban Renewal Authority (“Authority” or “OCURA”) to carry out the Urban Renewal Plan; and

WHEREAS, objectives of the Urban Renewal Plan include the stimulation of the renovation and development of commercial properties and the assembly of development parcels; and

WHEREAS, in accordance with the Act and the Urban Renewal Plan, the Authority is authorized and directed to carry out certain responsibilities for implementation of the Urban Renewal Plan, including the acquisition of parcels within the Northeast Renaissance Urban Renewal Area when the Authority makes at least one of four findings as to each parcel to be acquired; and

WHEREAS, Section III(c)(i) of the Urban Renewal Plan states:

Conditional Authorization to Acquire Property. OCURA may undertake acquisition of property by direct negotiation and/or by the exercise of the power of eminent domain granted by law as needed to achieve the objectives of this plan **only where the Board of Commissioners of OCURA makes one of the following sets of findings:**

- a. That the property is blighted, abandoned or unimproved and that acquisition is necessary to remove or prevent the spread of blight; or
- b. That the property is necessary for public use, where “public use” means a public entity will own the property and it will be generally open and accessible to the public, such as for a public park or public right-of-way; or
- c. That the property is contiguous to, adjacent to, or in the same block as other property owned by OCURA, and its acquisition is necessary to create an assemblage for redevelopment; or
- d. That the property is occupied by a historically or architecturally significant structure which is not currently occupied for residential purposes and that its acquisition is necessary to prevent its destruction or facilitate its preservation, restoration, rehabilitation, or reuse.

WHEREAS, the Urban Renewal Plan requires that the Policies and Procedures for Residential and Commercial Acquisition and Relocation Services of the Oklahoma City Urban Renewal Authority (“Policies”) be utilized in order to provide a feasible method for the relocation of any individuals or businesses displaced into decent, safe, and sanitary accommodations within their means and without undue hardship, consistent with the Act; and

WHEREAS, the Authority finds that the property located at 2325 N. Martin Luther King Boulevard, described and depicted on the attached Exhibit A, is contiguous to, adjacent to, or in the same block as other property owned by the Authority, and its acquisition is necessary to create an assemblage for redevelopment; and

WHEREAS, the Authority finds that the acquisition of property described and depicted on Exhibit A by direct negotiation or by the exercise of the power of eminent domain is necessary to achieve the objectives of the Urban Renewal Plan and that the property meets at least one of the required findings of the Urban Renewal Plan; and

WHEREAS, the Authority finds that it is necessary and appropriate to authorize the acquisition of the property described and depicted on Exhibit A by direct negotiation and/or by the exercise of the power of eminent domain, as needed to achieve the objectives of the Urban Renewal Plan, in accordance with the Act and the Policies, and to authorize the Executive Director to disburse funds in payment therefore.

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

1. The property located at 2325 N. Martin Luther King Boulevard, described and depicted on Exhibit A, it is hereby found and determined as follows:
 - a. The property is contiguous and adjacent to other property owned by the Authority, and its acquisition is necessary to create an assemblage for redevelopment; and
 - b. Acquisition of the property is necessary in order to achieve the objectives of the Urban Renewal Plan.
2. The Executive Director, with the assistance of Legal Counsel, is hereby authorized to negotiate and enter into a contract for the acquisition of the property described and depicted on Exhibit A and to disburse funds in payment therefore in accordance with the Urban Renewal Plan and the Policies.
3. The Executive Director and Legal Counsel are authorized and directed to take all necessary actions to acquire title in fee simple absolute or lesser interest to the property described and depicted on Exhibit A by the exercise of the power of eminent domain, if necessary, in the name of the Authority, in accordance with the Urban Renewal Plan and the Policies.

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 **13th day of March, 2019**; 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

2325 N. Martin Luther King Boulevard
(located on southwest corner of MLK and N.E. 25th Street)

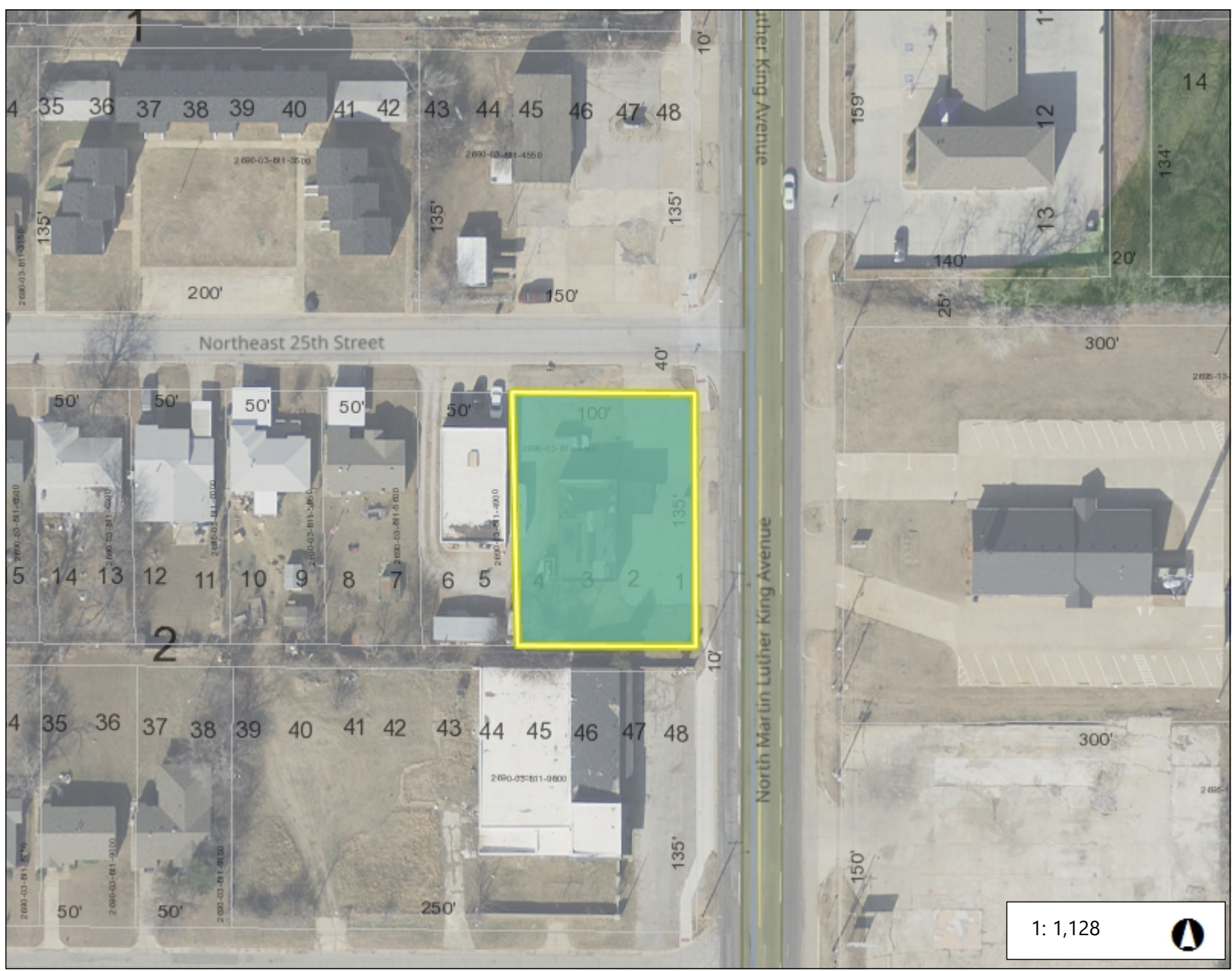
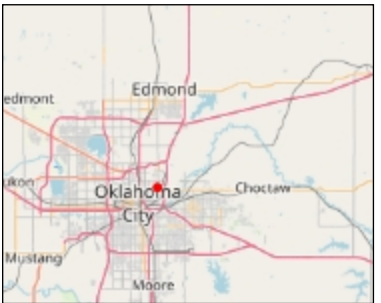
All of Lots 1 through 4 in Block 2 of Wallace Adkins Addition to the City of Oklahoma City, Oklahoma County, Oklahoma, according to the recorded plat thereof



- 1 OCURA currently owns
- 2 Property authorized for acquisition

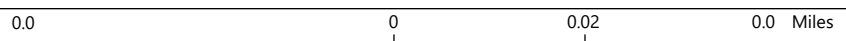
Legal description subject to adjustment as to exact description, boundaries, dimensions, and interests, based on title commitment and survey.

2523 N. Martin Luther King Avenue



Legend

1: 1,128



WGS_1984_Web_Mercator_Auxiliary_Sphere
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This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

Enter Map Description

OKLAHOMA CITY

URBAN
RENEWAL
AUTHORITY

To: Board of Commissioners
From: Catherine O'Connor, Executive Director
Date: March 13, 2019
Ref: Resolution Conditionally Designating a Redeveloper for Property Located at the Southwest Corner of Southwest 10th Street and South Harvey Avenue, Core to Shore Urban Renewal Plan.

Background: In accordance with the Core to Shore Urban Renewal Plan, OCURA issued a request for proposals for property located at the southwest corner of SW 10th Street and S Harvey Ave, immediately adjacent to the lower park section of Scissortail Park. The proposals were due on Tuesday, January 29, 2019. The Oklahoma Humane Society submitted the only response to the public invitation.

After an internal review of the proposal by OCURA staff, the proposal was deemed complete and appropriate.

The proposal calls for the construction of a new campus for the Oklahoma Humane Society in order to provide a larger and healthier environment for the animals in their care. There are also plans to have approximately 7,500 square feet of interior space available to the public in order to interact with Scissortail Park across the street.

Summary of Agenda Item: The resolution designates a conditional redeveloper for the property at the SW Corner of SW 10th Street and S. Harvey Ave.

Recommendation: Approval of Resolution.

Attachments: Map

RESOLUTION NO. _____

RESOLUTION CONDITIONALLY DESIGNATING A REDEVELOPER FOR PROPERTY LOCATED AT THE SOUTHWEST CORNER OF SOUTHWEST 10TH STREET AND SOUTH HARVEY AVENUE, CORE TO SHORE URBAN RENEWAL PLAN

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

WHEREAS, the Authority has previously publicly invited proposals for the property that the Authority owns in the block located at the southwest corner of S.W. 10th Street and S. Harvey Avenue, immediately adjacent to the lower park section of Scissortail Park, and more particularly described as Lots 1 through 22 and Lots 25 through 28 in Block 8 of the South Park Addition to Oklahoma City; and

WHEREAS, the Oklahoma Humane Society submitted a response to the public invitation; and

WHEREAS, as stated in the response to the public invitation, the Oklahoma Humane Society, through its wholly-owned subsidiary, 23 & 24, LLC, owns Lots 23 and 24, making up the remainder of the property in Block 8; and

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

WHEREAS, in accordance with the public invitation process, the Board of Commissioners finds that the proposal submitted by the Oklahoma Humane Society is responsive to the criteria established in the public invitation and is an acceptable initial proposal, and the Board of Commissioners hereby deems it appropriate to conditionally designate the Oklahoma Humane Society as redeveloper of the property described and depicted on the attached Exhibit A; and

WHEREAS, the Board of Commissioners deems it appropriate and desirable to authorize and direct its Executive Director and Legal Counsel to conduct negotiations with the conditionally designated redeveloper for a period of ninety (90) days to attempt to reach an agreement as to development plans, financing arrangements, price contingencies, and other terms and conditions satisfactory to the Authority, and present a draft contract for sale of land and redevelopment to the Board of Commissioners for review and consideration.

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

1. The redevelopment proposal submitted by the Oklahoma Humane Society is hereby deemed to be an acceptable initial proposal, and the Oklahoma Humane Society is hereby conditionally designated as the redeveloper for the property described and depicted on the attached Exhibit A.
2. The Executive Director and Legal Counsel of the Authority are authorized and directed to negotiate with the Oklahoma Humane Society for a period of ninety (90) days to attempt to reach an agreement as to development plans, financing arrangements, price contingencies, and other terms and conditions satisfactory to the Authority and present a draft contract for sale of land and redevelopment to the Board of Commissioners for review and consideration.

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 **13th day of March, 2019**; 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.

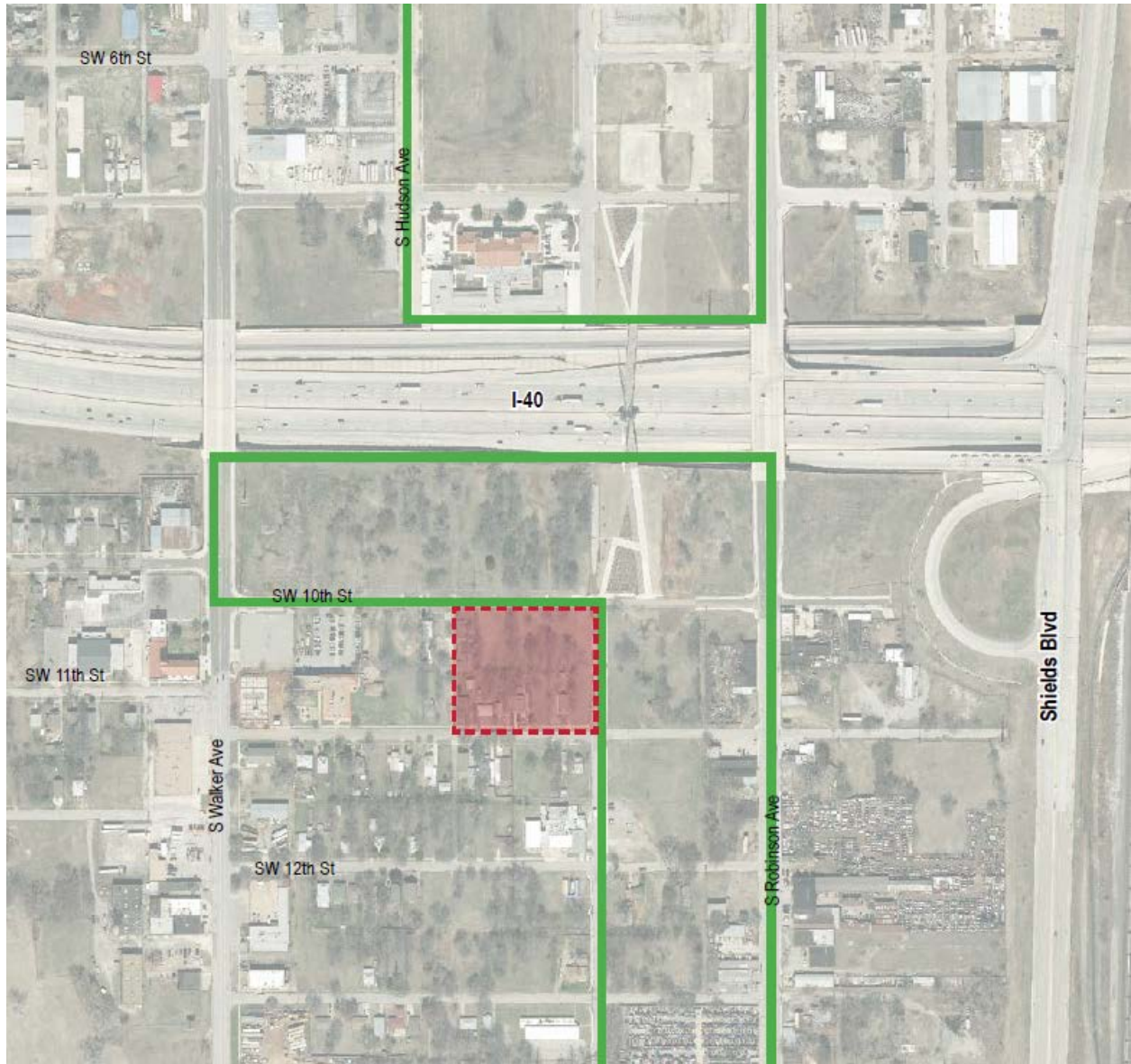
SECRETARY

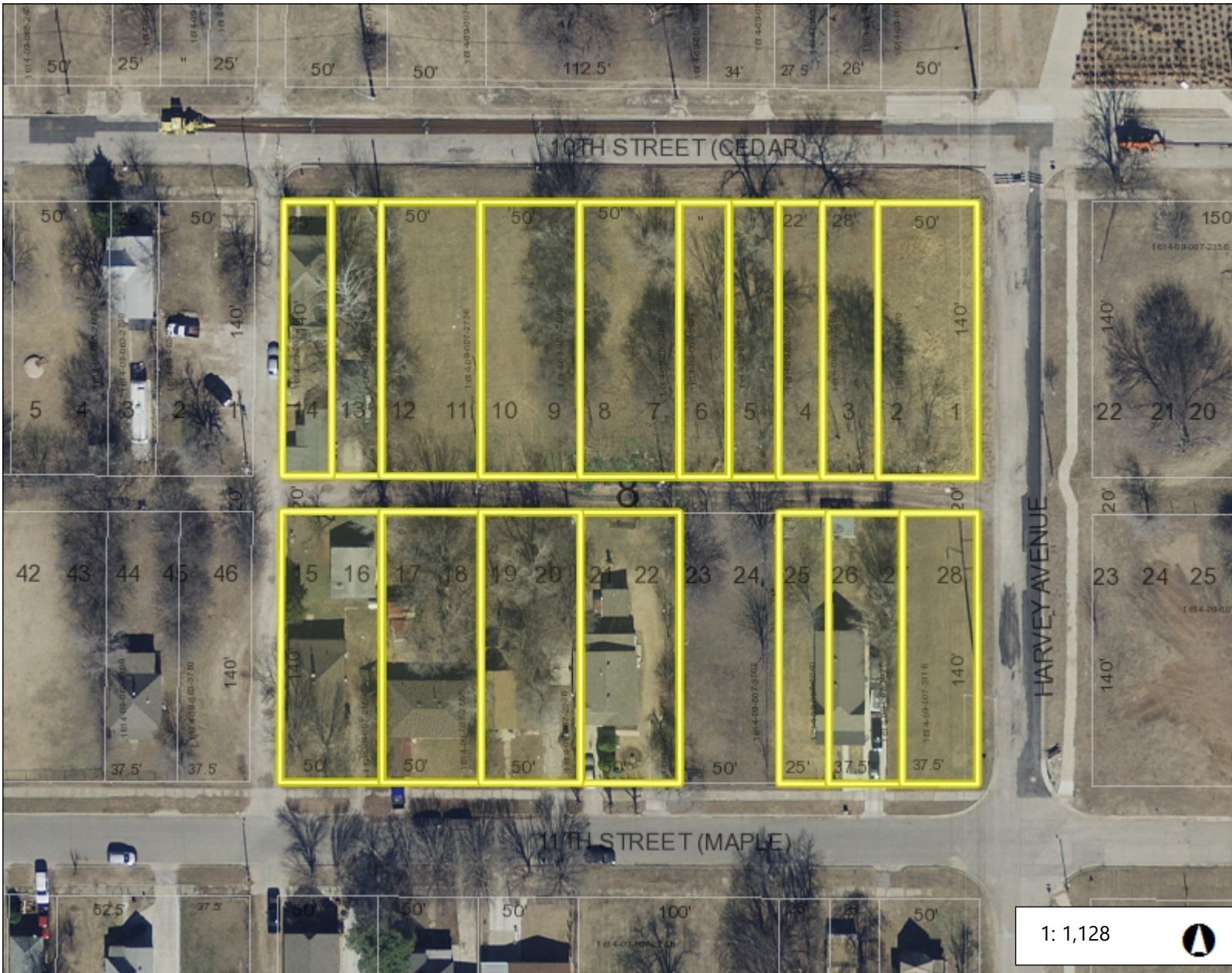
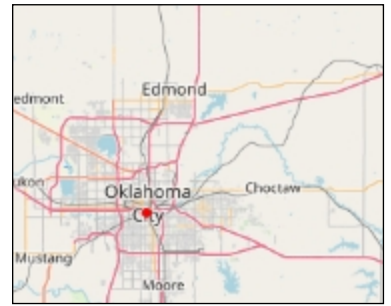
(SEAL)

EXHIBIT A

Description and Depiction of Property

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





Legend

Notes

Enter Map Description

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OKLAHOMA CITY

URBAN

RENEWAL

AUTHORITY

To: Board of Commissioners
From: Catherine O'Connor, Executive Director
Date: March 13, 2013
Ref: Resolution Accepting the Lowest Responsible Bid and Awarding and Approving a Contract for the Demolition of Structures on Certain Property Located South of Southwest 3rd Street in between Broadway and Shields, Known as the "OG&E Gold Building," Core to Shore Urban Renewal Area

Background: The Oklahoma City Economic Development Trust ("OCEDT") previously acquired the property containing what is colloquially known as the "OG&E Gold Building," located south of Southwest 3rd Street in between Broadway and Shields ("Property"), for redevelopment into a mixed-use center containing parking, residential, and commercial facilities. OCEDT, the Central Oklahoma Transportation and Parking Authority, and The City of Oklahoma City ("City") subsequently adopted a joint resolution that provides for the Oklahoma City Urban Renewal Authority ("OCURA") to assist with the Property's redevelopment by using OCURA's established redevelopment RFP process. Part of OCURA's assistance includes securing the demolition of the OG&E Building, funding for which OCURA has been provided. OCURA staff worked with the City to prepare specifications for the demolition and solicit bids for contractors to perform the demolition pursuant to the Oklahoma Public Competitive Bidding Act. Three bids were received and opened at a bid opening held March 6, 2019 at the City's Public Works Department offices. The lowest bid was submitted by Midwest Wrecking Co., in the amount of \$421,040.

Summary of Agenda Item: The proposed accepts the bid submitted by Midwest Wrecking Co. as the lowest responsible bid and awards and approves the contract with Midwest Wrecking Co. to perform the demolition of the OG&E Gold Building.

Recommendation: Approval of Resolution.

Attachments:

Contract Documents
Bid Tabulation Sheet

RESOLUTION NO. _____

RESOLUTION ACCEPTING THE LOWEST RESPONSIBLE BID AND AWARDING AND APPROVING A CONTRACT FOR THE DEMOLITION OF STRUCTURES ON CERTAIN PROPERTY LOCATED SOUTH OF SOUTHWEST 3rd STREET IN BETWEEN BROADWAY AND SHIELDS, KNOWN AS THE “OG&E GOLD BUILDING,” CORE TO SHORE URBAN RENEWAL PLAN

WHEREAS, the Oklahoma City Economic Development Trust (“OCEDT”) has previously acquired certain real property from the Oklahoma Gas and Electric Company (“OG&E”) bordered by Southwest 3rd Street on the north, Southwest 4th Street on the south, and between Broadway Avenue and Shields Boulevard (“Property”); and

WHEREAS, it is anticipated that the Property will be developed into a mixed-use center containing parking, residential, and commercial facilities; and

WHEREAS, pursuant to a joint resolution of OCEDT, the Central Oklahoma Transportation and Parking Authority, and the City of Oklahoma City (“City”), the Oklahoma City Urban Renewal Authority (“OCURA”) will assist OCEDT in selecting a private developer for the Property through the Authority’s established redevelopment request for proposals procedures; and

WHEREAS, pursuant to a joint resolution of the City and the Oklahoma City Redevelopment Authority, OCURA will be provided funds for use in securing the demolition of the structure located on the Property known colloquially as the “OG&E Gold Building”; and

WHEREAS, OCURA staff worked directly with City staff for assistance in preparing specifications for the demolition and in the solicitation of bids for demolition of the OG&E Gold Building; and

WHEREAS, a bid opening was conducted on Wednesday, March 6, 2019; and

WHEREAS, three (3) bids were received, with the bidder submitting the lowest responsible bid complying with the bidding requirements being Midwest Wrecking Co., which submitted a bid in the amount of \$421,040; and

WHEREAS, it is timely and appropriate to accept the bid of Midwest Wrecking Co. as the lowest responsible bid and award the contract for the demolition of the OG&E Gold Building to Midwest Wrecking Co. in accordance with the provisions of the Oklahoma Public Competitive Bidding Act, 61 O.S. § 101, *et seq.*

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

1. The bid submitted by Midwest Wrecking Co., in the amount of \$421,040, is accepted as the lowest responsible bid for the demolition of the OG&E Gold Building, and the contract for that project is hereby awarded to said bidder.
2. The contract with Midwest Wrecking Co. for the demolition of the OG&E Gold Building, as attached to this Resolution, is hereby approved.
3. The Executive Director and OCURA staff are authorized and directed to take such actions and as may be necessary or appropriate to carry out the actions authorized by this Resolution.

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 **13th** day of **March, 2019**; that said meeting was held in accordance with the By-Laws of the Authority and the Oklahoma Open Meetings Act; that any notice required to be given of such meeting was properly given; that a quorum was present at all times during said meeting; and that the Resolution was duly adopted by a majority of the Commissioners present.

SECRETARY

(SEAL)

CONTRACT

THIS CONTRACT AND AGREEMENT, made and entered into this _____ day of _____, 20____, by and between the Oklahoma City Urban Renewal Authority (“OCURA”), a public body corporate, and Midwest Wrecking Co., L.L.C. (“Contractor”), an Oklahoma limited liability company.

WITNESSETH:

WHEREAS, OCURA has caused to be prepared in accordance with law, certain specifications, and other bidding documents for the work hereinafter described and has approved and adopted all of said bidding documents, and has caused Solicitation for Bids to be given and advertised as required by law, and has received sealed proposals for the furnishing of all labor and materials for:

Project No. MB-1487

**OGE Gold Building Demolition, Southeast Corner Oklahoma City Boulevard and
Broadway Avenue**

as outlined and set out in the bidding documents and in accordance with the terms and provisions of said Contract; and

WHEREAS, Contractor, in response to said Solicitation for Bids, published in The Journal Record, February 13 and 20, 2019, has submitted to OCURA in the manner and at the time specified, a sealed proposal in accordance with the terms of this Contract; and

WHEREAS, OCURA in the manner provided by law, has publicly opened, examined, and canvassed the proposals submitted and has determined and declared the above named Contractor to be the lowest responsible bidder on the above described project, and has duly awarded this Contract to said Contractor for the sum named in the proposal, to wit:

Four hundred twenty-one thousand, forty dollars and 00/100 (\$421,040).

NOW, THEREFORE, for and in consideration of the mutual agreements and covenants herein contained, the parties to this Contract have agreed and hereby agree as follows:

1. The Contractor shall, in a good and first-class workmanlike manner, at its own cost and expense, furnish all labor, materials, tools and equipment required to perform and complete said work in strict accordance with the Contract Documents, including the Bidding Documents, "Standard Specifications for Construction of Public Improvements", any special provisions, schedules and the plans adopted and approved by OCURA, all of which documents are on file in

the Office of the City Clerk of the City of Oklahoma City and are made a part of this Contract as fully as if the same were herein set out at length, with the following additions and/or exceptions: (if none, so state) None.

2. OCURA shall make payments to the Contractor in the following manner: On or about the first day of each month, the City Engineer, or other appropriate person, will review estimates of the value, based on Contract prices and/or schedule of values of work done and materials incorporated in the work and of materials suitably stored at the site thereof during the preceding calendar month. The Contractor shall furnish to the City Engineer, or other appropriate person, such detailed information as he may request. Each monthly estimate for payment must contain or have attached an affidavit as required by 74 O.S. § 85.22.

3. On completion of the work, but prior to the acceptance thereof by OCURA, it shall be the duty of the City Engineer, or other appropriate person, to determine that said work has been completely and fully performed in accordance with said Contract Documents, and upon making such determination, said official shall make his final certificate to OCURA. The Contractor shall furnish proof that all claims and obligations incurred by him in connection with the performance of said work have been fully paid and settled; said information shall be in the form of an affidavit, which shall bear the approval of the surety on the Contract bonds for payment of the final estimate to the Contractor; thereupon, the final estimate (including retainages) will be approved and paid and the same shall be in full for all claims of every kind and description said Contractor may have by reason of having entered into or arising out of this Contract.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in one (1) original, the day and year first above written.

ATTEST:

Contractor (name of company)

(Witness/Secretary)

(Individual - President)

ATTEST:

Oklahoma City Urban Renewal Authority

Secretary

Chairman

REVIEWED for form and legality.

Legal

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That We, _____, as Contractor, and _____, as Surety, are held and firmly bound unto the Oklahoma City Urban Renewal Authority, a public body corporate, hereinafter termed "OCURA", in the full and just sum of **Four hundred twenty-one thousand, forty dollars and 00/100 (\$421,040)**, such sum being equal to 100% of the Contract price for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors and assigns, themselves, and its successors and assigns, jointly and severally, firmly by these presents.

The conditions of this obligation are such, that whereas, said Contractor is the lowest and best bidder for the making of the following OCURA work and improvement:

Project No. MB-1487

**OGE Gold Building Demolition, Southeast Corner Oklahoma City Boulevard and
Broadway Avenue**

has entered into a certain written Contract with OCURA on the ___ day of _____, 20___, for the erection and construction of said work and improvement all in compliance with the plans and specifications therefore, made a part of said Contract and on file in the Office of the City Clerk, and said Contract is hereby made a part and parcel of this bond as if literally written herein.

NOW, THEREFORE, if the Contractor shall fully and faithfully execute the work and perform said Contract according to its terms, conditions, and covenants, and in exact accordance with the bid of said Contractor, and according to certain plans and specifications heretofore made, adopted, and placed on file in the Office of the City Clerk of the City of Oklahoma City, as set out in the specifications herein, and shall promptly pay or cause to be paid, all labor, material and/or repairs and all bids for labor performed on said work, whether by subcontract or otherwise, and shall protect and save harmless the said OCURA and all interested property owners against all claims, demands, causes of action, losses or damage, and expense to life or property suffered or

sustained by any person, firm, or corporation by reason of negligence of the Contractor or his or its agents, servants, or employees in the construction of said work, or by or in consequence of any improper execution of the work or act of omission or use of inferior materials by said Contractor, or his or its agents, servants, or employees, and shall protect and save OCURA harmless from all suits and claims of infringement or alleged infringement of patent rights or processes, then this obligation shall be void; otherwise, this obligation shall remain in full force and effect.

IT IS FURTHER EXPRESSLY AGREED AND UNDERSTOOD by the parties hereto that no changes or alterations in said Contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this bond.

IN WITNESS WHEREOF, the said Contractor has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officer, and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized so to do, the day and year first above written.

Executed this ____ day of _____, 20__ by the Contractor.

Contractor (name of company)

ATTEST:

Secretary/Witness

By: _____
Authorized Officer

Executed this ____ day of _____, 20__ by the Surety.

ATTEST:

Surety

Secretary/Witness

By: _____
Attorney-in-Fact

REVIEWED for form and legality.

Assistant Municipal Counselor

APPROVED by the Chairman and Trustees of the Oklahoma City Urban Renewal Authority this ____ day of _____, 20____.

ATTEST:

Secretary

Chairman

STATUTORY BOND

KNOW ALL MEN BY THESE PRESENTS:

That We, _____, as Contractor, and _____, as Surety, are held and firmly bound unto the State of Oklahoma, in the full and just sum of **Four hundred twenty-one thousand, forty dollars and 00/100 (\$421,040)**, such sum being equal to 100% of the Contract price for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors and assigns, themselves, and its successors and assigns, jointly and severally, firmly by these presents.

The conditions of this obligation are such, that whereas, the above Bonded Contractor, _____, is the lowest and best bidder for the making of the following work and improvement for the Oklahoma City Urban Renewal Authority (“OCURA”):

Project No. MB-1487

OGE Gold Building Demolition, Southeast Corner Oklahoma City Boulevard and Broadway Avenue

and has entered into a certain written Contract with OCURA on the ___ day of _____, 20___, for the erection and construction of said work and improvement, in exact accordance with the bid of said Contractor, and according to certain plans and specifications theretofore made, adopted and placed on file in the Office of the City Clerk of the City of Oklahoma City.

NOW, THEREFORE, if said Contractor shall fail or neglect to pay all indebtedness incurred by said Contractor or subcontractor of said Contractor who perform work in the performance of said Contract, and such repairs to and rental of machinery and equipment as may be furnished by a subcontractor to the person or persons contracting with OCURA, within thirty (30) days after the same becomes due and payable, the person, firm or corporation entitled thereto may sue and recover on this bond, the amount so due and unpaid.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said Contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, for the obligations of this bond.

IN WITNESS WHEREOF, the said Contractor has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers; and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized so to do, the day and year first above written.

Executed this ____ day of _____, 20__ by the Contractor.

ATTEST:

Contractor (name of company)

Secretary/Witness

By: _____
Authorized Officer

Executed this ____ day of _____, 20__ by the Surety.

ATTEST:

Surety

Secretary/Witness

By: _____
Attorney-In-Fact

REVIEWED for form and legality.

Legal

APPROVED by the Chairman and Commissioners of the Oklahoma City Urban Renewal Authority this _____ day of _____, 20_____.

ATTEST:

Secretary

Chairman

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That We, _____, as Contractor, and _____, as Surety, are held and firmly bound unto the Oklahoma City Urban Renewal Authority, a municipal trust,(hereinafter termed "Trust"), in the full and just sum of **Four hundred twenty-one thousand, forty dollars and no cents (\$421,040)**, such sum being equal to the Contract price for a period of two (2) years, for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, and assigns, themselves, and its successors and assigns, joint and severally, firmly by these presents.

The conditions of this obligation are such that whereas, said Contractor has by a certain Contract between the Contractor and OCURA, dated this ___ day of _____, 20___, agreed to construct in the City of Oklahoma City:

Project No. MB-1487

OGE Gold Building Demolition, Southeast Corner Oklahoma City Boulevard and Broadway Avenue

all in compliance with the Contract Documents therefore, made a part of said Contract and on file in the Office of the City Clerk of the City of Oklahoma City; and to maintain the said improvement in the amounts set forth above against any failure due to workmanship or material for a period of two (2) years from the date of acceptance of the Gold Building Demolition, Southeast Corner Oklahoma City Boulevard and Broadway Avenue by OCURA.

NOW, THEREFORE, if said Contractor shall pay or cause to be paid to OCURA, all damage, loss, and expense which may result by reason of defective materials and/or workmanship in connection with said work occurring within a period of two (2) years from and after acceptance of said project by OCURA, then this obligation shall be null and void, otherwise to be and remain in full force and effect.

It is further agreed that if the said Contractor or Surety herein shall fail to maintain said improvements against any failure due to defective workmanship and/or material for a period of two (2) years and at any time repairs shall be necessary that the cost of making said repairs shall be determined by the City Council of the City of Oklahoma City, or some person or persons

designated by them to ascertain the same, and if, upon thirty (30) days notice, the said amount ascertained shall not be paid by the Contractor or Surety herein, or if the necessary repairs are not made, the said amount shall become due upon the expiration of thirty (30) days and suit may be maintained to recover the amount so determined in any Court of competent jurisdiction. And that the amount so determined shall be conclusive upon the parties as to the amount due on this bond for the repair or repairs included therein, and that the cost of all repairs shall be so determined from time to time during the life of this bond as the condition of the improvements may require.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said Contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this bond.

IN WITNESS WHEREOF, the said Contractor has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers; and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized so to do, the day and year first above written.

Executed this ____ day of _____, 20__ by the Contractor.

ATTEST:

Contractor (name of company)

Secretary/Witness

By _____
Authorized Officer

Executed this ____ day of _____, 20__ by the Surety.

ATTEST:

Surety

Secretary/Witness

By: _____
Attorney-in-Fact

REVIEWED for form and legality.

Legal

APPROVED by the Chairman and Trustees of the Oklahoma City Urban Renewal Authority this _____ day of _____, 20_____.

ATTEST:

Secretary

Chairman

THE CITY OF OKLAHOMA CITY

CERTIFICATE OF NONDISCRIMINATION

In connection with the performance under the Contract, the Contractor agrees as follows:

A. The Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin, ancestry, age or disability as defined by the Americans with Disabilities Act of 1990, Sec. 3(2). Contractor shall take affirmative action to ensure that employees 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, Sec. 3(2). Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, layoff or termination, rate of pay or other forms of compensation and selection for training, including apprenticeship. The Contractor and Subcontractors shall agree to post in a conspicuous place, available to employees and applicants for employment, notices to be provided by the City Clerk of the City of Oklahoma City setting forth the provisions of this Section.

B. In the event of the Contractor's noncompliance with this Nondiscrimination Certificate, the Contract may be canceled, terminated or suspended by the Contracting Public Entity. The Contractor may be declared by the Contracting Public Entity ineligible for further contracts until satisfactory proof of intent to comply shall be made by the Contractor and/or Subcontractors.

C. The Contractor agrees to include the requirements of this Nondiscrimination Certificate in any subcontracts connected with the performance of this Contract.

I have read the above and agree to abide by these requirements:

This form must be fully completed and signed by the Contractor or Contractor's Authorized Agent.

Name of Individual, Partnership, Limited Liability Company, or Corporation hereinafter called Bidder

Signature of Bidder or Authorized Agent

Type or print name and title of person who signed above

This Certificate is required by Oklahoma City Municipal Code, Chapter 25, Article III § 25-41, as incorporated by reference in the City of Oklahoma City's *Standard Specifications for the Construction of Public Improvements* or otherwise in the Bidding Documents.

THE CITY OF OKLAHOMA CITY

PUBLIC CONSTRUCTION PROJECT SUBCONTRACTING PLAN & AFFIDAVIT

The following Affidavit must be submitted by the successful Bidder, or Bidder's Authorized Agent. A Notice to Proceed will not be issued by the City Engineer until the affidavit is received.

The undersigned, of lawful age, being first duly sworn on oath, affirms and states that the Bidder has the authority to execute this Public Construction Project Subcontracting Plan. The bidder further states that they understand the resolution creating the Small, Disadvantaged, Minority and Woman-owned Subcontracting Program adopted by the City Council of the City of Oklahoma City on June 3, 2008.

I. Public Construction Project Subcontracting Plan

A. Outreach - In the space provided below describe in detail your company's efforts regarding outreach to small, minority, disadvantaged and women owned businesses in an effort to utilize their services in conjunction with the Project No. MB-1487 OGE Gold Building Demolition, Southeast Corner Oklahoma City Boulevard and Broadway Avenue.

B. Internal Efforts – In the space provided below describe in detail any initiatives in place within your company directed at establishing policies and procedures to ensure that small, minority, disadvantaged and women owned businesses are made aware of and given the opportunity to submit bids for sub-contracting on publicly funded projects.

A Notice to Proceed for the project listed above will not be issued by the City Engineer until this document is completed and returned to the Public Works department. The document must be completed and signed by the Contractor, and notarized, dated and completed by the Notary Public.

Name of Individual, Partnership, Limited Liability
Company, or Corporation hereinafter called Bidder

Signature of Contractor or Authorized Agent

Type or print name and title of person who signed above

STATE OF _____)
) §
COUNTY OF _____)

Signed and sworn to or affirmed before me on this _____ day of _____,

20____, by _____ as the above named Contractor or Contractor's

Authorized Agent.

Notary Public

My Commission expires _____

My Commission number _____

This Affidavit is required to be submitted with the Contractors' Subcontracting Plan.

ISSUE DATE: _____

**THE CITY OF OKLAHOMA CITY
CERTIFICATE OF INSURANCE**

Project MB-1487 OGE Gold Building
Demolition, Southeast Corner Oklahoma City
Boulevard and Broadway Avenue

PRODUCER	NOTE: THIS CERTIFICATE CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER, NOR DOES IT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY POLICIES BELOW, EXCEPT AS SHOWN BELOW.
	COMPANIES AFFORDING COVERAGE
ADDRESS	COMPANY A LETTER
	COMPANY B LETTER
INSURED	COMPANY C LETTER
	COMPANY D LETTER
ADDRESS	COMPANY E LETTER

COVERAGES: THIS IS TO CERTIFY THAT THE INSURANCE POLICIES LISTED BELOW HAVE BEEN ISSUED TO THE INSURED, FOR THE POLICY PERIOD INDICATED HEREIN. THE POLICIES SHOWN IN THIS CERTIFICATE ARE DEEMED PRIMARY TO ANY INSURANCE CARRIED BY THE INSURED FOR THE SPECIFIC LOCATION, PROJECT OR EVENT.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	
GENERAL LIABILITY ___ COMMERCIAL ___ GENERAL LIABILITY ___ OCCURRENCE ___ CLAIMS MADE AND TAIL COVERAGE				GENERAL AGGREGATE	
				BODILY INJURY (Per Person)	
				PROPERTY DAMAGE (Per Accident)	
				EACH OCCURRENCE	
AUTOMOBILE LIABILITY ___ ANY AUTO ___ ALL OWNED AUTOS ___ SCHEDULED AUTOS ___ HIRED AUTOS ___ NON-OWNED AUTOS				MEDICAL EXPENSES (Any One (1) Person)	
				COMBINED SINGLE LIMIT	
				BODILY INJURY (Per Person)	
				BODILY INJURY (Per Accident)	
WORKER'S COMPENSATION AND EMPLOYER LIABILITY Standard Compliance for the State of Oklahoma				PROPERTY DAMAGE	
				EACH ACCIDENT	
				DISEASE - POLICY LIMIT	
VALUABLE PAPERS INSURANCE (If required by Contract)				DISEASE - EACH EMPLOYEE	
EXCESS LIABILITY (If required by Contract)				EACH OCCURRENCE	
				AGGREGATE	
OTHER (If required by Contract)					

DESCRIPTION OF OPERATIONS/VEHICLES/SPECIAL ITEMS
THE CITY OF OKLAHOMA CITY AND ITS BENEFICIARY TRUSTS ARE ADDITIONAL INSURED, WITH RESPECT TO LIABILITY, ARISING OUT OF THE PROJECT OR EVENT.
THE CITY OF OKLAHOMA CITY AND ITS BENEFICIARY TRUSTS ARE LOSS PAYEES ON VALUABLE PAPERS INSURANCE.

CERTIFICATE HOLDER(S) The City of Oklahoma City and its beneficiary trusts 420 W. Main St., Suite 400 Oklahoma City, OK 73102	CANCELLATION IT IS AGREED THAT NONE OF THESE POLICIES WILL BE CANCELLED OR CHANGED EXCEPT IN THE APPLICATION OF THE AGGREGATE LIABILITY LIMIT PROVISIONS, SO AS TO AFFECT THE INSURANCE DESCRIBED IN THIS CERTIFICATE UNTIL AFTER 30 DAYS PRIOR WRITTEN NOTICE OF SUCH CANCELLATION OR REDUCTION IN COVERAGES AND 10 DAYS WRITTEN NOTICE OF NON-RENEWAL FOR NONPAYMENT OF PREMIUM HAS BEEN DELIVERED TO THE CERTIFICATED HOLDER.
---	---

(PLEASE READ CAREFULLY)

**CERTIFICATE OF INSURANCE EXPLANATION OF
THE CITY OF OKLAHOMA CITY AND OCURA**

The Certificate Holder(s) require the use of this Certificate of Insurance as evidence that the insurance requirements of the contract have been complied with and will continue as long as the contract is in force. The City and/or OCURA rely on this Certificate as proof of compliance with the insurance requirements agreed upon. The City and/or OCURA must be advised of any cancellation or nonrenewal of the insurance coverages required or any reduction in the coverages provided, in compliance with the contract, as shown in the Certificate of Insurance. Thirty (30) days prior written notice of cancellation or reduction in coverages (other than an aggregate limit provision reduction) and ten (10) days written notice of nonrenewal for nonpayment of premium must be provided to the City and/or OCURA so that the City and/or OCURA may take appropriate action.

Many certificates of insurance are received by the City and OCURA and many contain statements claiming that the certificate is issued as a matter of information only and confers no rights upon the certificate holder. A common example is "Should any of the above described policies be canceled before the expiration date hereof, the issuing company will endeavor to mail (number of days) days written notice to the named holder, but failure to mail such notice shall impose no obligation of liability of any kind upon the company, its agents or representatives." This is unacceptable.

The City and OCURA have the right of notice of cancellation, nonrenewal and reduction of coverage, as a requirement in the contract. The City and OCURA rely upon the Certificate of Insurance as evidence of contract compliance.

The authorization requirement (that the authorized representative signing the Certificate of Insurance provide written acknowledgment by the insurance company or companies to the City and/or OCURA) is written proof that the person signing the Certificate is legally authorized by the insurance company or companies to obligate them, as shown in the Certificate.

The City and/or OCURA must have positive evidence in the form of the Certificate of Insurance that the insurance requirements of the contract have been met and will continue to be met without interruption during the term of the contract.

No activity will begin until the insurance Certificate is received. Your cooperation in providing the City and/or OCURA with acceptable evidence of insurance compliance will prevent confusion and delay.

CONTRACTOR IDENTIFICATION NUMBERS

This form is to be completed and submitted with the Contract.

Project: MB-1487
Description: OGE Gold Building Demolition, Southeast Corner Oklahoma City
Boulevard and Broadway Avenue

Name of Contractor _____

The Contractor provides the following Identification Numbers:

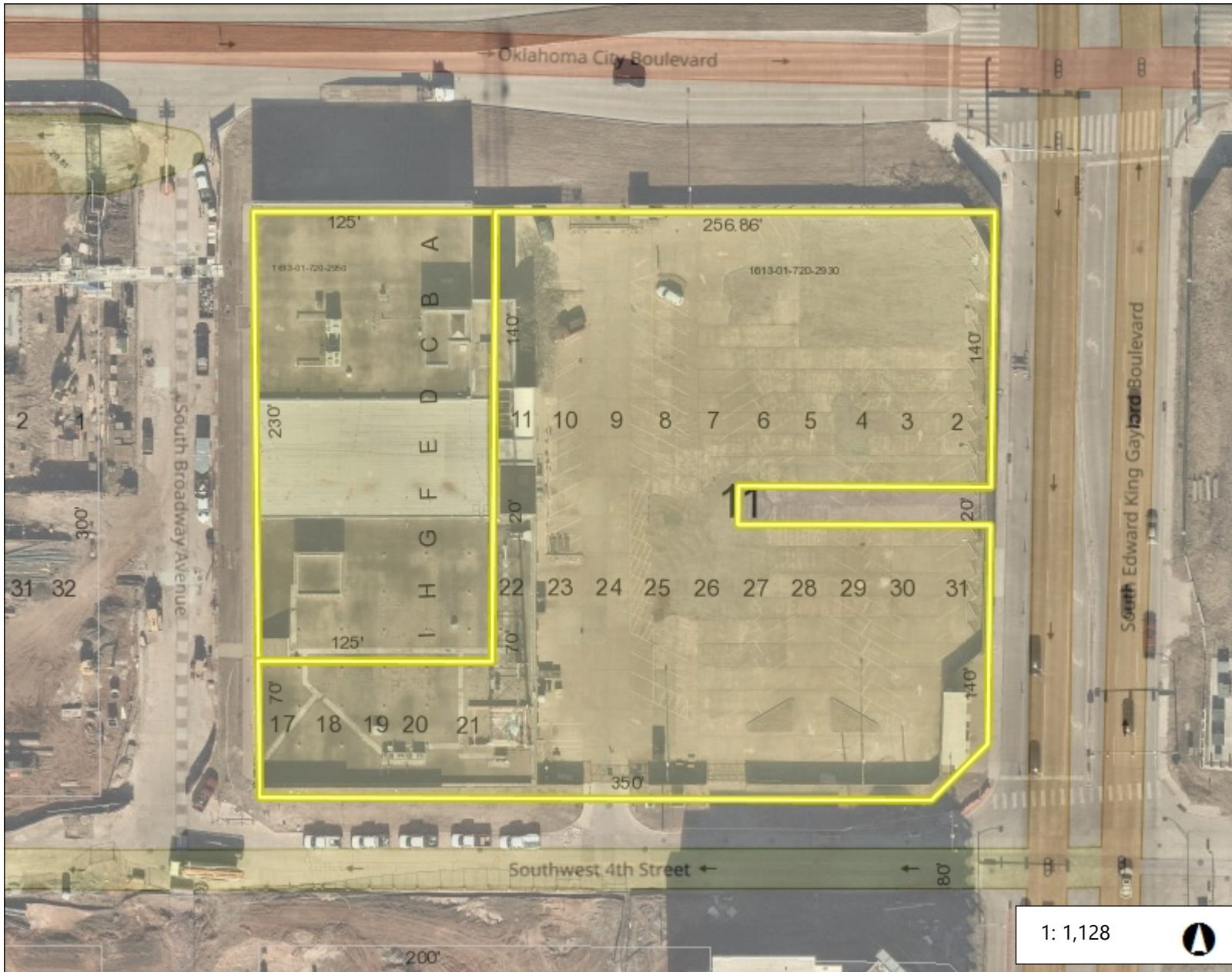
Oklahoma Tax Commission _____
Oklahoma Employment Security Commission _____
Internal Revenue Service _____
Social Security Administration _____

Contractor is reminded that no Contractor or subcontractor may be employed on this project that is listed by the Commissioner of Labor as ineligible to bid on or be awarded a public works contract or public construction contract. A list of ineligible contractors may be obtained from the Commissioner of Labor.

Bid #MB-1487 OGE GOLD BUILDING
 DEMOLITION SOUTHEAST
 CORNER BOULEVARD AND
 BROADWAY

Lot: MB-1487 OGE Gold
 Building Demolition

Item #	Item	Product Code	Qty	Unit	Midwest Wrecking Co.				M&M Wrecking Inc.				K&M Wrecking					
					Prod Code	Price	Total	Notes	Prod Code	Price	Total	Notes	Prod Code	Price	Total	Notes		
MB-1487--01-01	Demolition		1	lump sum		317840	317840			574232	574232							8000 cy is included in this price
MB-1487--01-02	Structural Soil Backfill		8000	cubic yard		12.9	103200			17	136000							



Legend

1: 1,128



0.0 0 0.02 0.0 Miles

WGS_1984_Web_Mercator_Auxiliary_Sphere
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THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

Enter Map Description

OKLAHOMA CITY

URBAN

RENEWAL

AUTHORITY

To: Board of Commissioners
From: Catherine O'Connor, Executive Director
Date: March 13, 2019
Ref: Resolution Authorizing the Invitation for Proposals for the Auditing of the Authority's Finances for the Fiscal Year Ending June 30, 2019.

Background: The Authority's Audit Committee, created to oversee the Authority's financial reporting process, recommended the issuance of an invitation for proposals to qualified outside auditors in 2014. The invitation allowed for the chosen auditors to be retained for up to five years. The chosen auditor, BKD, LLP, has been performing the audit for the past five years. Staff has prepared an updated invitation for proposals to audit the Authority's finances for the year ending June 30, 2019. This proposal will also allow the chosen firm to be retained for up to five years at the discretion of the Board of Commissioners.

Summary of Agenda Item: The proposed resolution authorizes the invitation of proposals for the auditing of the Authority's finances for the fiscal year ending June 30, 2019, and the public notice of such invitation.

Recommendation: Approval of Resolution.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING AN INVITATION FOR PROPOSALS FOR THE AUDITING OF THE AUTHORITY'S FINANCES FOR FISCAL YEAR ENDING JUNE 30, 2019

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.* ("Act"); and

WHEREAS, Section 38-107(F) of the Act requires the Authority to annually prepare a complete financial statement setting forth its assets, liabilities, income, and operating expenses, and also authorizes the employment of technical experts as the Authority may require; and

WHEREAS, to demonstrate financial integrity, the Authority has routinely employed the services of an outside auditor to prepare an annual audit of the Authority's finances; and

WHEREAS, to demonstrate additional financial integrity, the Board of Commissioners has established an independent Audit Committee of the Board of Commissioners to oversee the Authority's financial reporting process and to solicit outside auditors for redevelopment proposals in support of the achievement of the objectives of the Plan; and

WHEREAS, the Board of Commissioners and the Audit Committee deem it appropriate to authorize an invitation for proposals to qualified outside auditors to conduct the Authority's audit for fiscal year ending June 30, 2019.

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

1. The invitation of proposals for the auditing of the Authority's finances for fiscal year ending June 30, 2019 is hereby authorized.
2. A public notice of invitation for proposals is hereby authorized to be published, and a sixty (60) day period from the date of first publication is hereby established for submission of proposals.
3. The Executive Director, Authority staff and legal counsel are authorized to prepare appropriate documents for inviting and submitting redevelopment proposals and are directed to proceed with the issuance of the public invitation for redevelopment proposals in a timely manner.
4. All proposals shall be evaluated, and if acceptable, an outside auditor may be conditionally designated by the Board of Commissioners, pending negotiation of a services contract between the auditor and the Authority. The conditional auditor designation shall be based on the determination of the respondent's proposal or proposals deemed to be most acceptable to the Authority as indicated in the invitation for proposals.

5. The invitation for redevelopment proposals shall not create any legal obligation for the Authority to enter into a contract for auditing services except on terms and conditions it deems in the Board's discretion to be acceptable and desirable.
6. The Executive Director, legal counsel, and officers and staff of the Authority are authorized and directed to prepare and execute such documents, letters, and authorizations as may be appropriate or desirable to implement this resolution.

I, _____, Secretary of the Board of Commissioners 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 **13th** day of **March, 2019**; that said meeting was held in accordance with the By-Laws of the Authority and the Oklahoma Open Meetings Act; that any notice required to be given of such meeting was properly given; that a quorum was present at all times during said meeting; and that the resolution was duly adopted by a majority of the Commissioners present.

SECRETARY

(SEAL)

OKLAHOMA CITY

URBAN
RENEWAL
AUTHORITY

To: Board of Commissioners
From: Catherine O'Connor, Executive Director
Date: March 13, 2019
Ref: Resolution Amending the Approved Vendors List for Professional Services Providers

Background: The Board of Commissioners of OCURA previously conducted a public, competitive procurement process and approved a list of preferred professional services providers from which OCURA staff may select providers for the period from January 1, 2019 through December 31, 2021.

The Executive Director issued an additional request for qualifications for appraisal services for addition to the Approved Vendors List. After evaluating the responses to the additional solicitation, the Executive Director recommends amending the Approved Vendors List to read as shown on the attachment to this memo and resolution.

Summary of Agenda Item: The resolution amends the approved vendors list for professional services providers.

Recommendation: Approval of Resolution.

Attachments: Professional Services Vendor List

RESOLUTION NO. _____

RESOLUTION AMENDING THE APPROVED VENDORS LIST FOR PROFESSIONAL SERVICES PROVIDERS

WHEREAS, the Board of Commissioners of the Oklahoma City Urban Renewal Authority (“Authority”) has previously conducted a public, competitive procurement process and approved a list of preferred professional services providers from which the Authority staff may select providers for the period from January 1, 2019 through December 31, 2021 (“Approved Vendors List”); and

WHEREAS, after issuing an additional request for qualifications for appraisal services providers, the Executive Director recommends amending the Approved Vendors List to read as shown on the attachment to this resolution; and

WHEREAS, it is appropriate and desirable to amend the Approved Vendors List to read as shown on the attachment to this resolution.

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

1. The Approved Vendors List, amended to read as shown on the attachment to this Resolution, is hereby approved.
2. The Executive Director, with the advice and assistance of Legal Counsel, is authorized to enter into professional services agreements with the professional services providers listed on the Approved Vendors List, as amended.
3. The authorizations in this resolution shall not create any legal obligation for the Authority to enter into contracts with the professional services providers on the Approved Vendors List, as amended.
4. The Executive Director, Legal Counsel, and officers and staff of the Authority are authorized and directed to prepare and execute such documents, letters, and authorizations as may be appropriate and desirable to implement this resolution.

I, _____, Secretary of the Board of Commissioners for the Oklahoma City Urban Renewal Authority, certify that the foregoing Resolution No. _____ was duly adopted at a **regular** meeting of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, held at the Arts District Garage Conference Room, 431 West Main Street, Suite B, Oklahoma City, Oklahoma 73102, on the **13th** day of **March, 2019**; that said meeting was held in accordance with the By-Laws of the Authority and the Oklahoma Open Meeting Act; that any notice required to be given of such meeting was properly given; that

a quorum was present at all times during said meeting; and that the Resolution was duly adopted by a majority of the Commissioners present.

SECRETARY

(SEAL)

SCHEDULE A

2019-2021 Professional Services Vendor Lists

1. Abstract and Title Services

- a. American Eagle
- b. Chicago Title
- c. First American Title
- d. Oklahoma City Abstract
- e. Oklahoma Family Title
- f. Oklahoma Title and Closing
- g. Old Republic Title
- h. Stewart Title

2. Architecture, City Planning, Urban Design and Landscape Architecture Services

- a. ADG
- b. Callison/RKTL
- c. CLS Landscape Architects
- d. Crafton Tull
- e. FSB
- f. GH2 Architects
- g. Goldy, LLC
- h. GSB
- i. Guernsey
- j. HFSD Landscape architecture
- k. Johnson and Associates
- l. Kimley-Horn
- m. LAUD Studio, LLC
- n. Mike Mize
- o. Miles Associates
- p. Mitscher and Associates Architects
- q. Opticos Design
- r. PDG
- s. REES
- t. Rogers Partners
- u. Small Architects
- v. STUDIO Architecture

3. Appraisal Services

- a. JW Hoyt and Associates
- b. Schmook Appraisals
- c. Stacy and Associates
- d. Richard Riley
- e. Scope Property Valuation Specialists, Inc.

4. Civil Engineering and Traffic Study Services

- a. ADG
- b. Cardinal Engineering

- c. CEC
 - d. Cowan Group
 - e. Crafton Tull
 - f. FSB
 - g. Guernsey
 - h. Johnson and Associates
 - i. Kimley-Horn
 - j. Lee Engineering
 - k. MacArthur
 - l. PATH Engineering
 - m. TEC
- 5. Community Engagement**
- a. Anglin PR
 - b. Davidson Consulting
 - c. Mettise
 - d. Neighborhood Alliance of Central Oklahoma
 - e. Organizational CFO, LLC
 - f. Public Strategies
 - g. Redbud
 - h. ReMax First
- 6. Demolition Services**
- a. K&M Wrecking
 - b. Midwest Wrecking
 - c. Total Demolition
- 7. Environmental Assessment and Testing**
- a. Blackshare Environmental Solutions
 - b. ENERCON
 - c. Enviro Clean
 - d. EST
 - e. GMR
 - f. Guernsey
 - g. Oklahoma Environmental Services
 - h. StanTech Services
 - i. Terracon SOQ
- 8. Land Acquisition and Relocation Services**
- a. Pinnacle Group
- 9. Land Surveying Services**
- a. Cowan Group Engineering
 - b. Crafton Tull
 - c. Frontier
 - d. Johnson and Associates
 - e. Lemke Land Surveying
 - f. MacArthur Associated Consultants

Oklahoma City Urban Renewal Authority
Combining Balance Sheet and
Statement of Revenues, Expenditures and Changes in Fund Balance
as of and for the Seven Months Ending January 31, 2019

	<u>Closeout</u>		<u>Core to Shore</u>			<u>Harrison-</u>			<u>Bass Pro</u>		<u>Budget</u>
	<u>Project</u>	<u>Revolving</u>	<u>MAPS 3</u>	<u>Core to Shore</u>	<u>SEP II</u>	<u>Walnut</u>	<u>Nonfederal</u>		<u>Shop</u>	<u>Total</u>	<u>2018-19</u>
	<u>Fund</u>	<u>Fund</u>	<u>Fund</u>	<u>Buffer</u>	<u>Fund</u>	<u>Other Fund</u>	<u>Fund</u>	<u>OCRC</u>	<u>Fund</u>		
Assets											
Cash	747,860	81,713	54,537	1,610,805	-	-	507,131	238,924	428,818	3,669,787	
Investments	1,966,642	-	-	-	-	-	984,000	-	-	2,950,642	
Accounts Receivable	-	46,432	-	-	-	-	-	-	-	46,432	
Due from Other Governmental Entities	-	132,661	-	-	-	-	-	-	-	132,661	
Due from (to) Other Funds	594,520	(260,626)	(6,295)	(183,399)	(7,389)	(136,812)	-	-	-	-	
Total Assets	3,309,022	180	48,242	1,427,405	(7,389)	(136,812)	1,491,131	238,924	428,818	6,799,523	
Liabilities and Fund Balances											
Accounts Payable	-	180	-	-	-	-	-	-	-	180	
Deposits	900	-	-	25,000	-	-	-	-	-	25,900	
Total Liabilities	900	180	-	25,000	-	-	-	-	-	26,080	
Total Fund Balances	3,308,122	-	48,242	1,402,405	(7,389)	(136,812)	1,491,131	238,924	428,818	6,773,443	
Total Liabilities and Fund Balances	3,309,022	180	48,242	1,427,405	(7,389)	(136,812)	1,491,131	238,924	428,818	6,799,523	
Revenues											
Grant Revenues - CDBG	30,432	-	-	-	-	6,100	-	-	-	36,533	1,200,000
Grant Revenues - Other	2,464	-	-	-	-	-	-	100,000	-	102,464	800,000
Lease Revenues	400	-	-	900	9,710	-	-	-	314,602	325,612	700,000
Real Estate Sales	506,063	-	-	-	833	-	-	-	-	506,896	6,350,000
Interest	25,816	-	-	113	-	-	17,167	445	-	43,540	45,000
Core to Shore MAPS 3 Project	-	-	2,035	-	-	-	-	-	-	2,035	-
Other	1,178	-	-	-	-	-	-	-	-	1,178	1,000,000
Total Revenues	566,353	-	2,035	1,013	10,543	6,100	17,167	100,445	314,602	1,018,258	10,095,000
Expenditures											
General and Administrative	152,272	-	6,295	244,848	5,229	74,859	619	-	63,336	547,457	935,000
Real Estate Acquisition	91,373	-	-	239,909	-	-	16,000	-	-	347,281	3,000,000
Property Disposition	22,756	-	-	212,126	-	839	-	-	-	235,722	1,000,000
Site Clearance/Improvements	26,295	-	-	-	-	-	-	-	12,216	38,511	1,000,000
Legal	28,351	-	-	52,829	1,885	15,508	3,263	-	-	101,836	300,000
Other Professional	2,600	-	-	135,861	-	-	-	1,200	-	139,661	400,000
Property Management	149,655	-	-	4,323	-	49,171	-	-	73,413	276,562	498,000
Payments to the City of OKC	381,970	-	-	-	-	-	-	-	-	381,970	2,300,000
Other	13,869	-	-	-	10,819	2,534	644	-	133,534	161,399	60,000
Total Expenditures	869,140	-	6,295	889,897	17,932	142,912	20,525	1,200	282,500	2,230,400	9,493,000
Changes in Fund Balance	(302,787)	-	(4,260)	(888,884)	(7,389)	(136,812)	(3,358)	99,245	32,103	(1,212,142)	602,000
Fund Balance, Beginning of Year	3,610,909	-	52,502	2,291,290	-	-	1,494,489	139,680	396,716	7,985,585	
Fund Balance, Current	3,308,122	-	48,242	1,402,405	(7,389)	(136,812)	1,491,131	238,924	428,818	6,773,443	

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 January 31, 2019

	<u>Closeout</u>		<u>Core to Shore</u>			<u>Harrison-</u>			<u>Bass Pro</u>	
	<u>Project</u>	<u>Revolving</u>	<u>MAPS 3</u>	<u>Core to Shore</u>	<u>SEP II</u>	<u>Walnut</u>	<u>Nonfederal</u>		<u>Shop</u>	
	<u>Fund</u>	<u>Fund</u>	<u>Fund</u>	<u>Buffer</u>	<u>Fund</u>	<u>Other Fund</u>	<u>Fund</u>	<u>OCRC</u>	<u>Fund</u>	<u>Total</u>
Assets										
Cash	747,860	81,713	54,537	1,610,805	-	-	507,131	238,924	428,818	3,669,787
Investments	1,966,642	-	-	-	-	-	984,000	-	-	2,950,642
Accounts Receivable	-	46,432	-	-	-	-	-	-	-	46,432
Due from Other Governmental Entities	-	132,661	-	-	-	-	-	-	-	132,661
Due from (to) Other Funds	594,520	(260,626)	(6,295)	(183,399)	(7,389)	(136,812)	-	-	-	-
Total Assets	3,309,022	180	48,242	1,427,405	(7,389)	(136,812)	1,491,131	238,924	428,818	6,799,523
Liabilities and Fund Balances										
Accounts Payable	-	180	-	-	-	-	-	-	-	180
Deposits	900	-	-	25,000	-	-	-	-	-	25,900
Total Liabilities	900	180	-	25,000	-	-	-	-	-	26,080
Total Fund Balances	3,308,122	-	48,242	1,402,405	(7,389)	(136,812)	1,491,131	238,924	428,818	6,773,443
Total Liabilities and Fund Balances	3,309,022	180	48,242	1,427,405	(7,389)	(136,812)	1,491,131	238,924	428,818	6,799,523
Revenues										
Grant Revenues - CDBG	-	-	-	-	-	-	-	-	-	-
Grant Revenues - Other	-	-	-	-	-	-	-	-	-	-
Lease Revenues	-	-	-	-	-	-	-	-	52,434	52,434
Real Estate Sales	-	-	-	-	833	-	-	-	-	833
Interest	8,034	-	-	14	-	-	11,535	72	-	19,655
Core to Shore MAPS 3 Project	-	-	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-	-	-
Total Revenues	8,034	-	-	14	833	-	11,535	72	52,434	72,922
Expenditures										
General and Administrative	35,983	-	-	26,712	1,560	13,259	137	-	-	77,651
Real Estate Acquisition	11,997	-	-	-	-	-	-	-	-	11,997
Property Disposition	350	-	-	-	-	-	-	-	-	350
Site Clearance/Improvements	-	-	-	-	-	-	-	-	-	-
Legal	6,049	-	-	5,742	1,163	995	-	-	-	13,948
Other Professional	2,600	-	-	19,380	-	-	-	-	-	21,980
Property Management	26,205	-	-	-	-	3,998	-	-	24,549	54,752
Payments to the City of OKC	280,000	-	-	-	-	-	-	-	-	280,000
Other	-	-	-	-	-	-	-	-	-	-
Total Expenditures	363,183	-	-	51,834	2,722	18,252	137	-	24,549	460,677
Changes in Fund Balance	(355,149)	-	-	(51,820)	(1,889)	(18,252)	11,399	72	27,885	(387,756)
Fund Balance, Beginning of Period	3,663,271	-	48,242	1,454,226	(5,500)	(118,559)	1,479,732	238,853	400,934	7,161,198
Fund Balance, Current	3,308,122	-	48,242	1,402,405	(7,389)	(136,812)	1,491,131	238,924	428,818	6,773,443

Oklahoma City Urban Renewal Authority
Schedule of Investments
January 31, 2019

<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	1.65%	05/28/19	05/25/17	247,000
Sallie Mae Bank CD	1.65%	06/21/19	06/21/17	248,000
Discover Bank CD	2.10%	08/20/19	02/15/17	242,642
State Bank of India CD	2.15%	09/11/19	02/15/17	243,000
Goldman Sachs Bank USA CD	2.25%	01/24/20	01/24/18	247,000
Wells Fargo Bank NA CD	2.80%	07/13/20	07/13/18	245,000
Medallion Bank Utah CD	2.70%	07/20/20	07/19/18	245,000
Morgan Stanley Bank NA CD	2.45%	01/25/21	01/25/18	247,000
American Express Bank FSB CD	2.25%	05/24/21	05/24/17	247,000
Barclay's Bank Delaware	2.90%	10/13/20	10/10/18	247,000
JP Morgan Chase Bank NA	2.95%	10/16/20	10/16/18	247,000
BMW Bank North America CD	3.00%	07/13/21	07/13/18	245,000
Total Investments	2.40%			2,950,642