

AGENDA FOR
SPECIAL MEETING OF
OKLAHOMA CITY URBAN RENEWAL AUTHORITY
TUESDAY, NOVEMBER 4, 2014
105 NORTH HUDSON AVENUE, SUITE 101
3:00 P.M.

1. Call to Order
2. Statement of Compliance with the Oklahoma Open Meeting Law
3. Roll Call
4. Reading and Approval of Minutes of a Special Meeting held on Wednesday, September 17, 2014

CENTRAL BUSINESS DISTRICT

5. Resolution No. _____ Resolution Approving a Contract for Sale of Land and Redevelopment with The City Of Oklahoma City for the Development of a New Municipal Courts Building on Property Bounded by North Shartel Avenue, Robert S. Kerr Avenue, North Lee Avenue, And Couch Drive, And Approving a Landscaping Plan, Central Business District Urban Renewal Plan
6. Resolution No. _____ Approving a Financing Agreement with Civic Centre Flats, LLC, in the Central Business District Urban Renewal Project Area

HARRISON/WALNUT

7. Resolution No. _____ Conditionally Designating a Redeveloper for Property Bounded Generally by Northeast 4th Street, Northeast 7th Street, North Kelley Avenue, and North Stonewall Avenue, Harrison-Walnut Urban Renewal Area and University Medical Center Urban Renewal Area
8. Resolution No. _____ Authorizing and Approving the Planning of an Innovation District, Authorizing the Preparation of Land Use Studies and Community Development Recommendations, and Directing Supporting Actions by the Officers, Executive Director, and Legal Counsel of the Authority, Harrison-Walnut Urban Renewal Plan

NORTHEAST RENAISSANCE

9. Resolution No. _____ Approving the Northeast Renaissance Urban Renewal Plan

SPORTS ENTERTAINMENT PARKING

10. Resolution No. _____ Authorizing an Amendment to the Contract for Sale of Land and Redevelopment Between the Oklahoma City Urban Renewal Authority, Bricktown Apartments, LLC and Bricktown East Sheridan Holdings, LLC; Approving Construction Documents; Authorizing the Executive Director to Approve Evidence of Financing Upon Redeveloper's Receipt of Firm Financing Commitment from the United States Department of Housing and Urban Development; Maps Sports-Entertainment-Parking Support Redevelopment Plan, as Amended

CORE TO SHORE

11. Resolution No. _____ Conditionally Designating Redeveloper for Lots One (1) through Twelve (12) and Lots Seventeen (17) through Thirty-Two (32) in Block Sixty (60) of the Original Plat of Oklahoma City, Core to Shore Urban Renewal Area

OTHER MATTERS

12. Resolution No. _____ Approving an Approved Vendors List for Professional Services Providers, Including Architecture and City Planning Consultants, Independent Appraisal Services, Title Examination and Title Insurance Services, and Civil Engineering and Traffic Consultants
13. Presentation of Interim Financial Report for the Period Ending September 30, 2014
14. Staff Report
15. Citizens to be heard
16. Adjournment

MINUTES OF SPECIAL MEETING
OF THE
OKLAHOMA CITY URBAN RENEWAL AUTHORITY

A Special Meeting of the Board of Commissioners of the Oklahoma City Urban Renewal Authority (“Authority”) was held on Wednesday, September 17, 2014 at 10:30 a.m. at the Ronald J. Norick Downtown Library, 300 Park Avenue, Friends of the Library Even Room, 4th Floor, Oklahoma City, OK 73102.

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

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

Trustees Absent:
None

Staff members present:

Catherine O’Connor, Executive Director
Dan Batchelor, OCURA General Counsel
Leslie Batchelor, OCURA Associate General Counsel
Emily Pomeroy, The Center for Economic Development Law
Denise Balkas, The Alliance for Economic Development of Oklahoma City
Geri Kenfield, The Alliance for Economic Development of Oklahoma City
Dustin Akers, The Alliance for Economic Development of Oklahoma City
Cassi Poor, The Alliance for Economic Development of Oklahoma City
Pam Lunnon, The Alliance for Economic Development of Oklahoma City

Others present:

Matthew Mclarty, Bockus-Payne Architects
Chris Applequist, Miller-Valentine Architects
Tom Dalia, Smith Dalia Architects
Jeremy Gardner, Butzer Gardner Architects
Jason Bradshaw, Colony Partners/New Page
Ron Bradshaw, Colony Partners/New Page
Don Smitherman, Colony Partners/New Page
Marjorie Young, Colony Partners/New Page
Gina Sofola, Colony Partners/New Page
John Davis, Hill @ Bricktown
Kip Reiswig, Hill @ Bricktown
Scott Dedmon, ADG

OCURA Board of Commissioners, Wednesday, September 17, 2014

Jim Lewellyn, OKC Public Works
Debbie Miller, OKC Public Works
Brianna Bailey, The Oklahoman

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, August 20, 2014 at 10:30 a.m.

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

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

Minutes Adopted.

Presentation by prospective Redevelopers for the property surrounding Page-Woodson School

First Presentation made by Chris Applequist, Miller-Valentine Architects on the above project.

Second Presentation made by Ron Bradshaw, Colony Partners/New Page, Jeremy Gardner, Butzer Gardner Architects, Tom Dalia, Smith Dalia Architects on the above project.

The Chairman introduced the following resolutions:

HARRISON/WALNUT

Resolution No. 5664 entitled:

“Approving the Tenth Amendment to the Contract for Sale of Land and Redevelopment between the Oklahoma City Urban Renewal Authority and The Hill at Bricktown, L.L.C., Harrison-Walnut Urban Renewal Plan”

Presentation made by John Davis, Hill @ Bricktown on the above project.

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

Mr. J. Larry Nichols	Aye
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OCURA Board of Commissioners, Wednesday, September 17, 2014

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

Resolution Adopted

Resolution No. 5665 entitled:

“Approving the First Amendment to the Redevelopment Agreement with Ron Walters Construction Services, Inc., Approving Amended Schematic Design Studies, Approving Design Development Documents and Construction Documents, and Confirming the Executive Director’s Authority to Approve Evidence of Financing for the Redevelopment of Lot 24 in Block 15 of the Military Addition (319 NE 1st Street), Located in the Harrison-Walnut Urban Renewal Plan Area”

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

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

Resolution Adopted

JFK PROJECT AREA

Resolution No. 5666 entitled:

“Authorizing Executive Director to Enter into a Contract with a Qualified Architectural Firm for the Development of a Single-Family Home Construction Pattern Book, John F. Kennedy Urban Renewal Area and any Adjacent Urban Renewal Area Approved by the City Of Oklahoma City”

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

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

CENTRAL BUSINESS DISTRICT

Resolution No. 5667 entitled:

“Approving Schematic Design Studies and Design Development Documents for the New Municipal Courts Building, and Authorizing the Executive Director to Approve Construction Documents for the Project, in the Central Business District (R-30) Urban Renewal Project Area”

Presentation made by Scott Dedmon, ADG on the above project.

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

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

Resolution Adopted

OTHER MATTERS

Resolution No. 5668 entitled:

“Approving a Budget Amendment for the Period of July 1, 2014, through June 30, 2015 and Authorizing the Executive Director to Make Future Budget Adjustments”

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

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

Resolution Adopted

Financial Report

Ms. Kenfield presented the financial reports through August 31, 2014

Commissioner Beffort moved the financials be accepted, and upon second by Commissioner Mélon, the vote was as follows:

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

Financials Accepted

Presentation of Proposed Draft of Northeast Renaissance Urban Renewal Plan

Presentation made by Cathy O'Connor, The Alliance for Economic Development of OKC on the above project.

The Board affirmed the proposed acquisition policy for the NE Renaissance Urban Renewal Plan.

There being no further business to come before the Board, the meeting was adjourned at 12:03 p.m.

Secretary

OKLAHOMA CITY

URBAN
RENEWAL
AUTHORITY

To: Board of Commissioners
From: Catherine O'Connor, Executive Director
Date: November 4, 2014
Ref: Resolution Approving a Contract for Sale of Land and Redevelopment with The City of Oklahoma City for the Development of a New Municipal Courts Building on Property Bounded by North Shartel Avenue, Robert S. Kerr Avenue, North Lee Avenue, and Couch Drive, and Approving a Landscaping Plan, Central Business District Urban Renewal Plan

Background: The City of Oklahoma City ("City") has indicated its intention to undertake a proposed redevelopment project to construct a new Municipal Courts facility on land owned by the Oklahoma City Urban Renewal Authority at the southeast corner of N. Shartel Avenue and Robert S. Kerr Avenue. The three-story, 71,052 square foot building will be constructed of brick, masonry, metal and architectural concrete. The project is expected to commence construction in early 2015 with a 22-month construction period. The City has agreed to pay fair market value for the land. The agreed upon purchase price is \$857,000.00.

On September 17, 2014, the Board of Commissioners approved Schematic Design Studies and Design Development Documents; authorized the Executive Director to review and approve Construction Documents; authorized the Executive Director and Legal Counsel of the Authority to continue negotiation of the Redevelopment Agreement and other related documents; and authorized the Executive Director, Staff and Legal Counsel of the Authority to execute documents and take actions as necessary or appropriate to implement the approval of Schematic Design Studies and Design Development Documents.

Purpose of Agenda Item: The Resolution approves the Redevelopment Agreement and Contract for Sale of Land, authorizes the Executive Director and Legal Counsel to implement the Redevelopment Agreement, and approves the associated Landscape Plan subject to any conditions contained in the approval letter issued by the Executive Director.

Staff Recommendation: Approval of Resolution

Attachments: Contract of Sale and Landscape Plan

RESOLUTION NO. _____

RESOLUTION APPROVING A CONTRACT FOR SALE OF LAND AND REDEVELOPMENT WITH THE CITY OF OKLAHOMA CITY FOR THE DEVELOPMENT OF A NEW MUNICIPAL COURTS BUILDING ON PROPERTY BOUNDED BY NORTH SHARTEL AVENUE, ROBERT S. KERR AVENUE, NORTH LEE AVENUE, AND COUCH DRIVE, AND APPROVING A LANDSCAPING PLAN, CENTRAL BUSINESS DISTRICT URBAN RENEWAL PLAN

WHEREAS, the Oklahoma City Urban Renewal Authority (“Authority”) is engaged in carrying out the Central Business District Urban Renewal Plan (“Urban Renewal Plan”) pursuant to the approval and direction of The City of Oklahoma City (“City”); and

WHEREAS, the principal objective of the Urban Renewal Plan is the revitalization of downtown Oklahoma City in order to create a central city of lasting beauty and high economic and functional value; and

WHEREAS, the Authority owns a tract of land bounded by North Shartel Avenue, Robert S. Kerr Avenue, North Lee Avenue, and Couch Drive (“Property”); and

WHEREAS, a new municipal courts facility is beneficial to the economic and social health of the community, and a new municipal courts facility will support and encourage the continued revitalization of downtown; and

WHEREAS, the Executive Director and Legal Counsel have negotiated a proposed Contract for Sale of Land and Redevelopment (“Redevelopment Agreement”) with the City by which the City as Redeveloper agrees to construct a new municipal courts and administration facility on the Property; and

WHEREAS, it is appropriate and desirable to approve and ratify the acts and authority of the Executive Director and Legal Counsel with respect to such negotiations; and

WHEREAS, the Board of Commissioners of the Authority finds that the proposed redevelopment furthers the objectives of the Authority as defined in the Urban Renewal Plan and is consistent with development in the area; and

WHEREAS, pursuant to the Oklahoma Urban Redevelopment Law, 11 O.S. §38-101, *et seq.*, the Authority may transfer property to another public body such as the City without appraisal and on such terms and conditions as may be deemed necessary and convenient to the execution of an urban renewal plan; and

WHEREAS, the Property was purchased by the Authority with completion funds pursuant to a “close-out agreement” with the United States Department of Housing and Urban Development, and, consistent with Resolution No. 5585, dated July 17, 2013, it is the policy of the Authority to seek the best fair value price for the Property; and

WHEREAS, the Board of Commissioners of the Authority deems it appropriate and desirable to approve the Redevelopment Agreement with the City; and

WHEREAS, the City has submitted landscaping plans for the Property for the Authority's approval to supplement previously-approved design documents pursuant to the Redevelopment Agreement; and

WHEREAS, the Board of Commissioners of the Authority deems it appropriate and desirable to approve the landscaping plans submitted by the City.

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

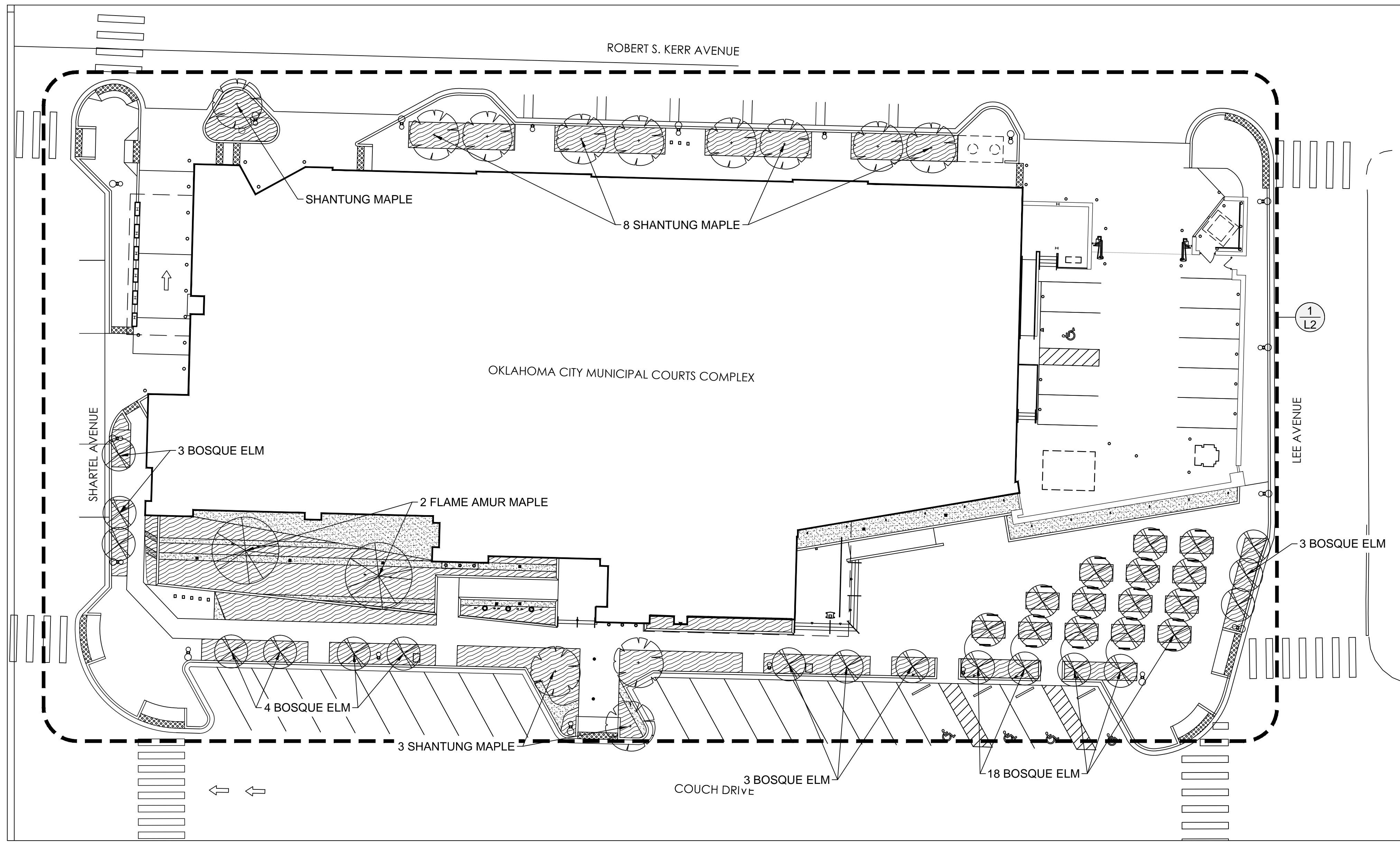
1. The proposed Redevelopment Agreement with the City is hereby authorized and approved and its execution by the Chairman of the Authority is authorized and in accordance with the Urban Renewal Plan.
2. The proposed landscaping plans submitted by the City for the Property are hereby approved, subject to such conditions and exceptions, if any, contained in the approval letter issued by the Executive Director pursuant to this Resolution.
3. The Executive Director and Legal Counsel are authorized to finalize the Redevelopment Agreement and take such actions and execute such documents as may be necessary to undertake the redevelopment and implement the Redevelopment Agreement, including but not limited to an Early Entry Agreement to allow the necessary testing and surveying for the project to move forward in a timely manner prior to closing, approval of amendments, corrections, and clarifications thereof, and to incur costs and approve contracts for surveys, appraisals, market studies, title examination and inspection, public improvements, and other related expenses which are appropriate to performing the terms of the Redevelopment Agreement.
4. The acts and authority of the Executive Director and Legal Counsel with respect to negotiation of the Redevelopment Agreement are hereby approved and ratified.
5. The terms and conditions under which the Authority will transfer the Property to the City are necessary and convenient to the execution of the Urban Renewal Plan.

I, _____, Secretary of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, certify that the foregoing Resolution No. _____ was duly adopted at a **special** meeting of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, held at its offices at 105 North Hudson, Suite 101, Oklahoma City,

Oklahoma 73102, on the 4th day of **November, 2014**; 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)



GENERAL NOTES:

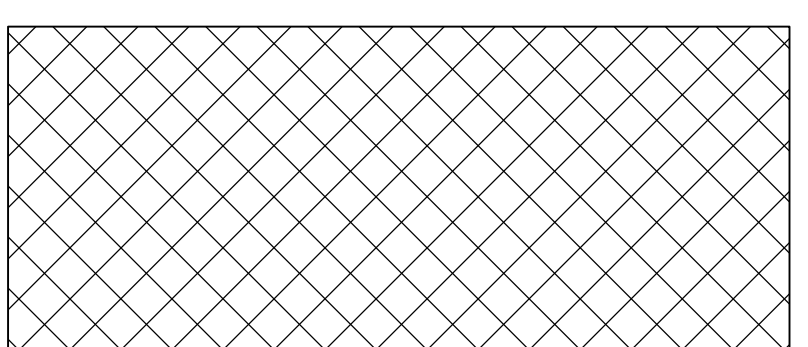
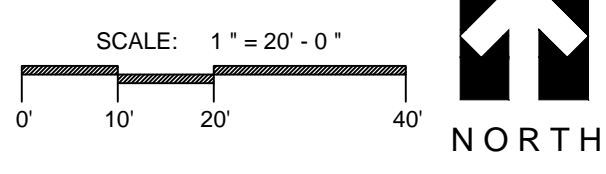
- CONTRACTOR SHALL BE RESPONSIBLE FOR:
 - VERIFYING LOCATIONS AND ELEVATIONS OF EXISTING UTILITIES PRIOR TO STARTING CONSTRUCTION.
 - COORDINATING UTILITY CONSTRUCTION WITH THE OWNER.
 - PROTECTING UTILITIES AND REPAIRING ANY DAMAGE RESULTING FROM CONSTRUCTION.
 - COST OF UTILITY REPAIRS SHALL BE IN CONTRACT PRICE.
- PLANTS SHALL BE IN A MOIST, VIGOROUS CONDITION, FREE FROM DEAD WOOD, BRUISES OR OTHER ROOT OR BRANCH INJURIES. THE LANDSCAPE ARCHITECT OR OWNER'S REPRESENTATIVE HAS THE RIGHT TO REJECT ANY PLANTS THAT HE/SHE FEELS DOES NOT MEET THE STANDARDS AS SET FORTH BY THE AMERICAN STANDARDS INSTITUTE (ANSI) PUBLICATIONS: Z60.1-LATEST EDITION.
- QUANTITIES ON PLANT MATERIALS LIST ARE FOR CONVENIENCE ONLY. CONTRACTOR IS RESPONSIBLE FOR ALL PLANTS SHOWN ON PLANTING PLANS AND COVERAGE OF ALL AREAS DELINEATED. WHEN DISCREPANCIES OCCUR BETWEEN PLANT LIST AND PLANTING PLANS, THE PLANS ARE TO SUPERSEDE THE PLANT LIST IN ALL CASES.
- ADD 2" MIN. DECOMPOSED, STABLE, WEED FREE ORGANIC COMPOST TO ALL PLANTING BEDS AND TILL IN TO A DEPTH OF 6-8". THEN RAKE SOIL SMOOTH PRIOR TO PLANTING.
- MULCH ALL TREES AND PLANTING AREAS WITH 3" MINIMUM SHREDDED CYPRESS BARK MULCH.
- THE LOCATION OF PLANTS SHOWN ON THIS PLAN ARE APPROXIMATE. FIELD ADJUST PLANT LOCATIONS IF NECESSARY.
- NO SUBSTITUTIONS SHALL BE ALLOWED WITHOUT APPROVAL OF THE LANDSCAPE ARCHITECT.
- APPLY NON-SELECTIVE SYSTEMIC HERBICIDE (ROUND-UP OR EQUIVALENT) TO KILL ALL LIVE PLANT MATERIAL IN BEDS BEFORE PLANTING AND BEFORE ADDING MULCH. APPLY PRE-EMERGENT HERBICIDE TO BED AREAS AFTER PLANTING.
- CONTRACTOR SHALL BE RESPONSIBLE AND BEAR COSTS OF RE-LANDSCAPING FOR GRADES.
- ALL LAWN AND PLANTING AREAS SHALL SLOPE TO DRAIN A MINIMUM OF 2% UNLESS OTHERWISE NOTED.
- ALL ITEMS SHOWN ON THE PLANTING PLANS AND DETAILS SHALL BE INCLUDED IN THE COST OF THE PLANTING. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO: TREE STAKING, FERTILIZING, EXCAVATION AND WATERING AS REQUIRED BY THE SPECIFICATIONS. ANY ITEM NOT LISTED ON THE BID SHEET SHALL BE CONSIDERED INCIDENTAL AND SHALL BE INCLUDED IN THE COST OF OTHER ITEMS.
- REFER TO SHEET L3 FOR PLANTING DETAILS/INSTRUCTIONS.
- QUALITY PLANT MATERIALS ARE EXPECTED. NO CONTAINER GROWN TREES OVER 2" CALIPER WILL BE ACCEPTED. ALL PLANT MATERIALS SHALL MEET THE STANDARDS OUTLINED IN THE LATEST ADDITION OF THE AMERICAN STANDARD FOR NURSERY STOCK (ANSI Z60.1)**

INSPECTION NOTES:

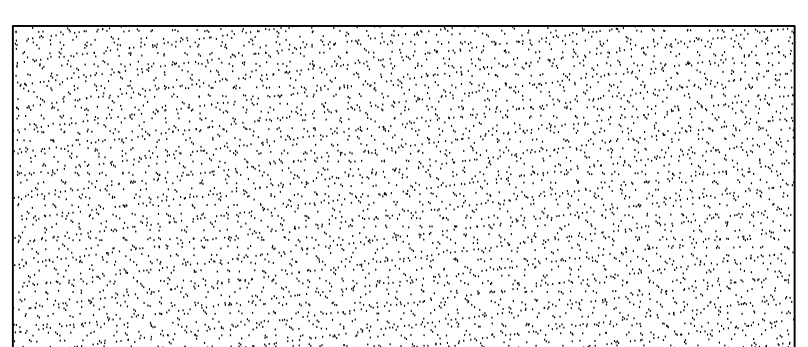
- CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING LANDSCAPE ARCHITECT FOR INSPECTION OF LANDSCAPING AT THE FOLLOWING TIMES:
 - DELIVERY OF TREES, SHRUBS AND GROUNDCOVERS
 - LAYOUT OF TREE AND BED LOCATIONS AND EXCAVATION OF TREE PLANTING PITS
 - STAKING OF ANY CONCRETE EDGING OR HARDSCAPE
 - COMPLETION OF PLANTING, PRIOR TO APPLICATION OF MULCH MATERIALS.
- PROVIDE AT LEAST 48 HOUR NOTICE OF INSPECTION. LACK OF NOTICE, OR PROCEEDING WITH PLANTING WITHOUT INSPECTION MAY REQUIRE CONTRACTOR TO DIG UP TO REVEAL PLANTING PITS.
- PROVIDE THE LANDSCAPE ARCHITECT COPIES OF DELIVERY SHEETS SHOWING GENUS, SPECIES AND CULTIVAR NAMES AND QUANTITIES OF PLANTS DELIVERED OR PURCHASED.
- PROVIDE THE LANDSCAPE ARCHITECT COPIES OF TICKETS SHOWING PURCHASE OF TOPSOIL, MYCORRHIZAL FUNGI, MULCH, FERTILIZER AND OTHER PLANTING PRODUCTS.

COMMON NAME	SCIENTIFIC NAME	QUANTITY	SIZE	NOTES	POINT VALUE	POINT TOTAL
TREES:						
FLAME AMUR MAPLE	ACER GINNALA 'FLAME'	0	10-12"	MULTI-TRUNK, B&B	18	0
SHANTUNG MAPLE	ACER TRUNCATUM	0	3"	B&B	15	0
BOSQUE ELM	ULMUS PARVIFOLIA 'BOSQUE'	0	3"	B&B	15	0
SHRUBS/GROUNDCOVERS						
GREEN MOUND JUNIPER	JUNIPERUS PROCUMBENS 'NANA'	0	1 GAL	24" O.C.	0.5	0
BLUE RUG JUNIPER	JUNIPERUS HORIZONTALIS 'BLUE RUG'	0	1 GAL	24" O.C.	0.5	0
COLORATUS	EUCONYMUS FORTUNEI 'COLORATUS'	0	1 GAL	12" O.C.	0.5	0
COLOR GUARD ADAM'S NEEDLE YUCCA	YUCCA FILAMENTOSA 'COLOR GUARD'	0	7 GAL		3	0
BIG BLUE LIRIOPE	LIRIOPE MUSCARI 'BIG BLUE'	0	1 GAL	12" O.C.	0.5	0
SEDUMS						
PERRYS (WATCH CHAIN) SEDUM	SEDUM SEXANGULAR	0	1 GAL	12" O.C. REFER D/L3	0.5	0
DRAGON'S BLOOD SEDUM	SEDUM SPURIMUM 'DRAGON'S BLOOD'	0	1 GAL	12" O.C. REFER D/L3	0.5	0
DUNCE CAP	OROSTACHYS IWARENGE	0	1 GAL	12" O.C. REFER D/L3	0.5	0
ROSEY GLOW SEDUM	SEDUM TELEPHIUM 'ROSEY GLOW'	0	1 GAL	12" O.C. REFER D/L3	0.5	0
VARIEGATED SEDUM	SEDUM SARMENTOSUM	0	1 GAL	12" O.C. REFER D/L3	0.5	0
CHINESE SEDUM	SEDUM TECTINUM	0	1 GAL	12" O.C. REFER D/L3	0.5	0
LANDSCAPE MATERIALS						
1/4" X 6" BLACK STEEL EDGING		0	LF	IN PLANTING BEDS		
SLATE SCREENINGS	BY MINICK MATERIALS OR EQUAL, www.minickmaterials.com	0	SQFT	3" IN BEDS		
SHREDDED CYPRESS BARK MULCH		0	SQFT	3" IN BEDS		
MOSS COVERED SANDSTONE BOULDERS	BY MINICK MATERIALS OR EQUAL, www.minickmaterials.com		EACH			
TYPE A APPROXIMATELY (4' X 3' X 2')		0	EACH			
TYPE B APPROXIMATELY (3' X 2' X 1.5')		0	EACH			
TYPE C APPROXIMATELY (2' X 2' X 1')		0	EACH			
ROOT BARRIER FABRIC	BY DEEPROOT, OR EQUAL, www.deeproot.com	0	LF	12" DEEP		
SILVACELL SYSTEM (COMPLETE IN PLACE)	BY DEEPROOT, OR EQUAL, www.deeproot.com	0	EACH	TWO STACK		
POINTS REQUIRED					TOTAL POINTS REQUIRED	POINTS PROVIDED
DISTURBED AREA = 93,460 SQFT					470	0
PARKING SPACES = 42					84	

1 LANDSCAPE PLAN--ALTERNATE
SCALE: 1"=20'



INDICATES PLANTING BEDS



INDICATES SLATE SCREENINGS

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY OF ALL UTILITIES, PUBLIC OR PRIVATE, DURING CONSTRUCTION AND WILL SATISFY HIMSELF AS TO THEIR ACTUAL LOCATION PRIOR TO CONSTRUCTION. HE WILL NOTIFY THE UTILITY OWNERS OF ACTUAL TIMES OF CONSTRUCTION TO ALLOW THEIR PARTICIPATION.

75% PRELIMINARY REVIEW

Revisions:

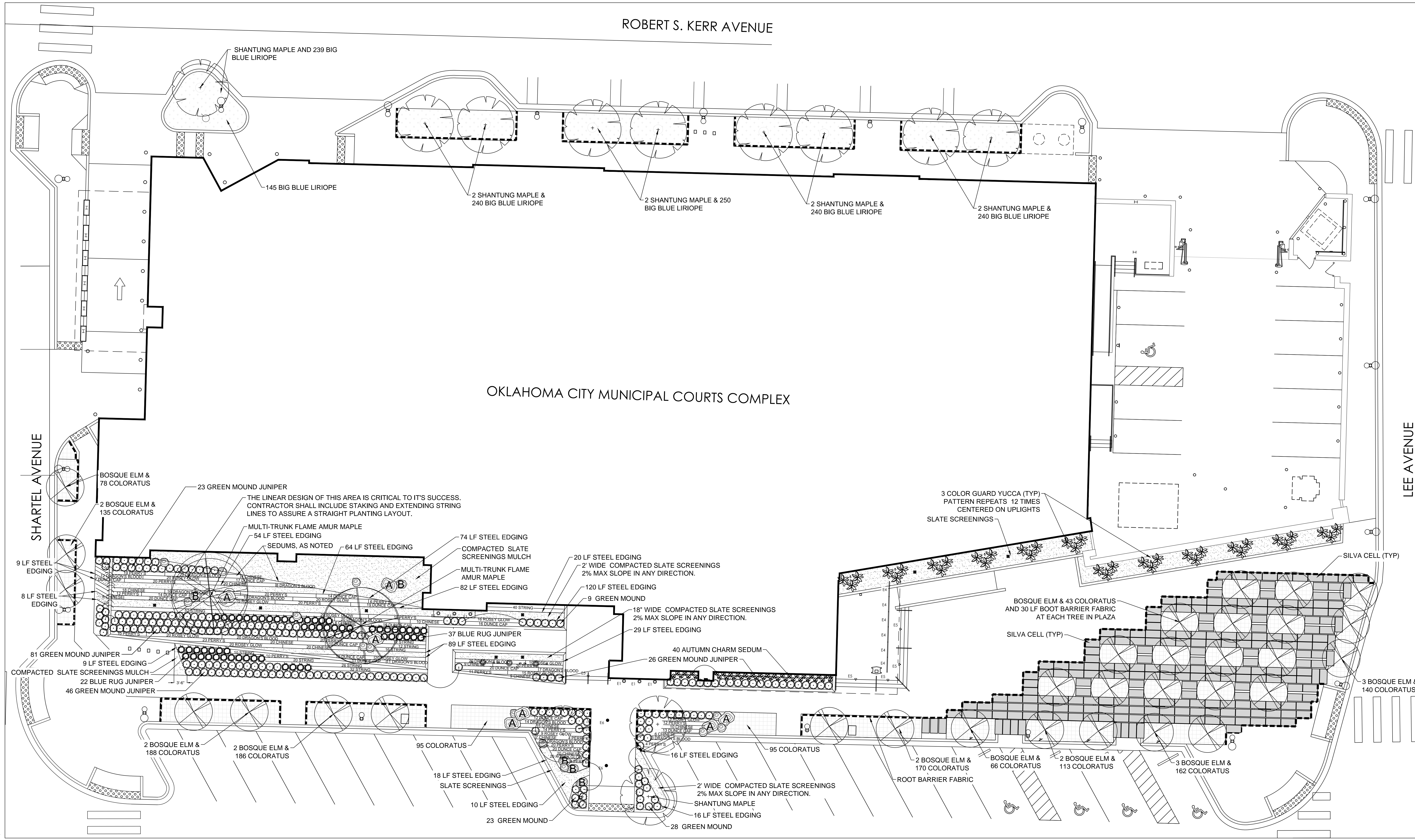
Drawn By: CLS
Checked By: CLS
Approved By: CLS

ADD ALT. 1 LANDSCAPE PLAN

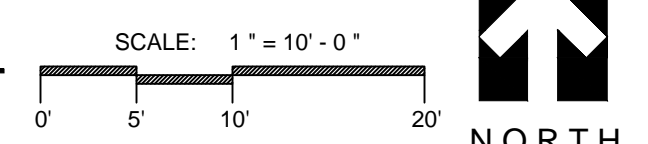
ADG Project: 12-001
Date: SEPTEMBER 2, 2014
Sheet No.

ALT1 L1.1

D:\projects\701 Couch Drive\701 Couch Drive\701 Couch Drive.dwg (11/11/2014) 11:18:00 AM - 11/11/2014 11:18:00 AM - 11/11/2014 11:18:00 AM



1 LANDSCAPE PLAN--BASE BID
SCALE: 1"=10'



LEGEND	
	TYPE A BOULDER: 4' X 3' X 2H. REFER DETAIL FL3.
	TYPE B BOULDER: 3' X 2' X 1.5'. REFER DETAIL FL3.
	TYPE C BOULDER: 2' X 2' X 1'. REFER DETAIL FL3.
	COMPACTED SLATE SCREENINGS. REFER DETAIL HL3.
	SILVA CELL (TWO STACK). REFER TO DETAIL IL3.
	12" ROOT BARRIER FABRIC. REFER TO DETAIL CL3.

PLOTTED ON: 8/28/2014 11:18:20 AM



THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY OF ALL UTILITIES, PUBLIC OR PRIVATE, DURING CONSTRUCTION AND WILL NOTIFY THE UTILITY OWNERS OF ACTUAL TIMES OF CONSTRUCTION TO ALLOW THEIR PARTICIPATION.



THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY OF ALL UTILITIES, PUBLIC OR PRIVATE, DURING CONSTRUCTION AND WILL NOTIFY THE UTILITY OWNERS OF ACTUAL TIMES OF CONSTRUCTION TO ALLOW THEIR PARTICIPATION.

Drawn By: CLS
Checked By: CLS
Approved By: CLS

**ADD ALT. 1
LANDSCAPE
PLAN**

ADG Project: 12-001
DATE: SEPTEMBER 2, 2014
Sheet No.

ALT1 L2.1

PART I

OF

CONTRACT FOR SALE OF LAND AND REDEVELOPMENT

BETWEEN

OKLAHOMA CITY URBAN RENEWAL AUTHORITY,

AND

THE CITY OF OKLAHOMA CITY

FOR THE

MUNICIPAL COURTS BUILDING

**PART I
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CONTRACT FOR SALE OF LAND AND REDEVELOPMENT
BETWEEN
OKLAHOMA CITY URBAN RENEWAL AUTHORITY
AND
THE CITY OF OKLAHOMA CITY
PART I

THIS AGREEMENT, consisting of this Part I and Part II annexed hereto and made a part hereof (which Part I and Part II are together hereinafter called the “Agreement”) made on or as of this **4th** day of **November, 2014**, by and between the **OKLAHOMA CITY URBAN RENEWAL AUTHORITY**, an Oklahoma public body corporate (which, together with any successor corporation, public body, or officer hereafter designated by or pursuant to law, is hereinafter called the “Authority”), established pursuant to the Urban Redevelopment Law of the State of Oklahoma (hereinafter called the “Urban Renewal Act”), and having its office at 105 North Hudson Avenue, Suite 101, Oklahoma City, Oklahoma 73102 and **THE CITY OF OKLAHOMA CITY**, a municipal corporation, (hereinafter called the “City”), and having a mailing address of 420 W. Main, Suite 400, Oklahoma City, Oklahoma 73102.

WITNESSETH:

WHEREAS, in furtherance of the objectives of the Urban Renewal Act, the Authority has undertaken a program for redevelopment of blighted areas in the City’s municipal limits and in this connection is engaged in carrying out an Urban Renewal Project known as the Central Business District R-30 Urban Renewal Project and also an Urban Renewal Project known as the Oklahoma City Cultural District Urban Renewal Project (hereinafter called the “Project”) in an area (hereinafter called the “Project Area”) located in the City’s municipal limits; and

WHEREAS, in order to enable the Authority to achieve the objectives of the Central Business District R-30 Urban Renewal Plan and the Oklahoma City Cultural District Urban Renewal Plan (the latter of which is hereinafter called the “Urban Renewal Plan”), and particularly to make the land in the Project Area available for private redevelopment for and in accordance with the uses specified in 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 and the City desire to enter into this Agreement, by which the City agrees to construct the municipal courts building on a tract of land bounded by North Shartel Avenue, North Lee Avenue, Robert S. Kerr Avenue and Couch Drive, and more particularly described on Schedule A annexed hereto and made a part hereof (the “Property”) and to redevelop the Property for and in accordance with the welfare of its residents, and in accordance with the public purposes and provisions of the applicable Federal, State and Local laws and requirements under which the Project has been undertaken and is being assisted.

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:

SECTION 1. SCOPE OF REDEVELOPMENT; CONSIDERATION.

(a) **Project Scope.** The parties contemplate the creation of a new building and administrative facilities for the municipal courts system that will contain at least _____ square feet. The design of the building will be consistent with and support the surrounding urban neighborhood.

(b) **Sale; Purchase Price.** Subject to all the terms, covenants and conditions of this Agreement, the Authority will sell the Property to the City for, and the City will purchase the Property from the Authority and pay therefor, the amount of Eight Hundred Fifty-Seven Thousand Five Hundred Dollars (\$857,500), by certified check simultaneously with the delivery of the Deed by the Authority to the City. Additionally, City will perform the obligations imposed on it pursuant to this Agreement. (The monetary consideration and performance of obligations are hereafter called the "Purchase Price" whether paid or performed in one or more increments.)

(c) **Relationship of the Parties.** The undertaking of this Agreement is a complex process that will require the mutual cooperation of the parties and their timely actions on matters that are appropriate or necessary to implement this Agreement, obtain the necessary financing, and construct the Improvements. The parties shall use their best efforts in good faith to perform and assist each other in performing their respective obligations in accordance with this Agreement. This Agreement specifically does not create any partnership or joint venture between the parties, nor render any party liable for any of the debts or obligations of any other party.

SECTION 2. CONVEYANCE OF PROPERTY.

(a) **Form of Deed.** The Authority will convey to the City title to the Property by Special Warranty Deed (hereinafter called "Deed(s)") in substantially the form of Schedule B attached as a part hereof. Such conveyance and title will be subject to the covenants and restrictions provided for in Sections 401 through 403, inclusive, and the conditions subsequent provided for in Section 704 and the items described at Schedule C attached as a part hereof.

(b) **Time and Place for Delivery of Deed.** The Authority will deliver the Deed and possession of the Property covered thereby to the City in accordance with this Agreement, on or before the date specified for commencement of construction pursuant to Section 4 hereof, provided the conditions precedent to conveyance have been satisfied. The dates specified for conveyance in this Agreement shall control, except where an earlier date is requested by the City or a later date is authorized by extension under the terms of this Agreement. Each conveyance will be delivered at the principal office of the Authority, and the City will accept such conveyance and pay to the Authority at such time and place the Purchase Price for the Property conveyed.

(c) **Apportionment of Property Taxes.** Inasmuch as the Authority and the City are both tax-exempt entities, there shall be no requirement to apportion property taxes at closing. However, in the unlikely event that any ad valorem taxes accrue to the Property after closing, the City will be responsible for those.

(d) **Recordation of Deed.** The City will promptly file the Deed for recordation among the land records of Oklahoma County, Oklahoma. The City will pay all costs required by law as an incident to recording the Deed.

(e) **Title Evidence.** Within thirty (30) days after the complete execution of this Agreement, the Authority will, at its expense, provide the City with a commitment for title insurance with respect to the Property, to be issued by a title company satisfactory to the City, which title insurance will guarantee merchantable, fee simple title subject only to the exceptions contained in Schedule C attached as a part hereof and the additional exceptions as may be approved by the City. Upon receipt of the title commitment and proposed exception documents, the City will have fifteen (15) days to notify the Authority in writing of any objections to the matters contained therein. The Authority will use good faith and diligent efforts to cure such objections prior to the conveyance of the Property to the City. If the Authority is unable to timely cure such title objections, the City may, at its option: (a) terminate this Agreement by written notice to the Authority; (b) waive the objections and take such title as the Authority is able to convey; or (c) elect to cure such objections and if necessary, extend the time for closing of the applicable Parcel (not to exceed sixty (60) days) to complete such curative efforts.

(f) **Survey; Environmental Reports.** The Authority, at no cost to the City, will provide the City with a copy of any survey or environmental report on the Property which is in the Authority's possession or may be hereafter required.

SECTION 3. [INTENTIONALLY OMITTED]

SECTION 4. TIME FOR COMMENCEMENT AND COMPLETION OF IMPROVEMENTS.

The construction of the Improvements which are referred to in Section 301 will be commenced and completed in accordance with the following schedule:

COMMENCEMENT DATE: Not later than January 1, 2015

COMPLETION DATE: Not later than December 31, 2016

SECTION 5. TIME FOR CERTAIN ACTIONS.

(a) **Submission of Schematic Design Studies.** The City will prepare or have prepared Schematic Design Studies which shall be submitted to the Authority no later than two (2) months prior to the date for the commencement of construction. Schematic Design Studies shall consist of drawings and other documents illustrating the scale and relationship of the redevelopment project components on each Parcel for consideration and approval by the

Authority. The Authority may, in its discretion, approve, disapprove, or impose further requirements with respect to the Schematic Design Studies.

(b) Submission of Design Development Documents. In the event of approval of the Schematic Design Studies or notification from the Authority that it waives its right for such approval, the City will prepare or have prepared Design Development Documents for submission to the Authority no later than two (2) months prior to the date for commencement of construction. Design Development Documents shall consist of drawings and other documents to fix and describe the size and character of the improvements to be constructed on each Parcel as to structural, mechanical and electrical systems, materials, colors and other such essentials (including contracts with the development team) as may be determined by the Authority to be appropriate. The Authority may, in its discretion, approve, disapprove, or impose further requirements with respect to the Design Development Documents.

(c) Submission of Construction Documents. Construction Documents shall be submitted to the Authority no later than sixty (60) days prior to the date for commencement of construction. Construction Documents shall consist of the Design Development Documents, the form of the proposed construction contract between the City and the Construction Contractor, and the specifications referenced to in the proposed contract. The Authority in its discretion, may approve Construction Documents in sufficient detail to permit fast-track construction. The Authority shall, within thirty days after receipt of the Construction Documents, issue the Authority's approval, rejection, or further requirements.

(d) Submission of Corrected Construction Documents. Except as provided in Section 5(d), the time within which the City will submit any new or corrected Construction Documents will be no later than fifteen days after the date the City received written notice from the Authority of the Authority's rejection of the Construction Documents referred to in the latest such notice.

(e) Maximum Time for Approved Construction Documents. In any event, the time within which the City will submit Construction Documents which conform to the requirements of Section 5(d) and Section 301 hereof and are satisfactory to and approved by the Authority will be no later than thirty days after the date the City receives written notice from the Authority of the Authority's first rejection of the original Construction Documents submitted to the Authority by the City.

(f) Change in Construction Documents. The time within which the Authority shall approve or disapprove any proposed change in the Construction Documents (as provided in Section 302 hereof) will be fifteen days after the date of the Authority's receipt of notice of such proposed change.

(g) Authority's Prompt Action. Notwithstanding any other provision of this Section 5, the Authority shall use its best efforts (a) to complete each review within thirty days after the receipt of the applicable documents and materials, (b) to schedule a prompt meeting with the City or give prompt written notice of any objections by staff, and (c) to issue the

Authority's approval, rejection, or further requirements no later than immediately following the next regular meeting of the Board of Commissioners of the Authority.

SECTION 6. PERIOD OF DURATION OF COVENANT ON USE.

The covenant pertaining to the uses of the Property, set forth in Section 401 hereof, will remain in effect from the date of the Deed until the later of January 1, 2035, or the date specified in the Urban Renewal Plan, which may be extended by proper amendment of the Urban Renewal Plan. On that date, as the case may be, the covenant pertaining to use will terminate.

SECTION 7. NOTICES AND DEMANDS.

A notice, demand or other communication under this Agreement by either party to the other will be sufficiently given or delivered if dispatched by registered or certified mail, postage prepaid, return receipt requested, or nationally recognized overnight courier, or delivered personally, and:

- (i) in the case of the City, is addressed (or delivered personally) to the City in care of:

The City of Oklahoma City
c/o James D. Couch, City Manager
200 North Walker, 3rd Floor
Oklahoma City, OK 73102

- (ii) in the case of the Authority, is addressed (or delivered personally) to the Authority at:

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

And copy to:

Leslie V. Batchelor
Center for Economic Development Law
301 North Harvey, Suite 100
Oklahoma City, Oklahoma 73102

or

- (iii) at such other address with respect to either such party as that party may from time to time designate in writing and forward to the other as provided in this Section.

SECTION 8. APPLICABLE LAND USE PROVISIONS.

The use of the Property shall be for a municipal court and municipal courts administration facility.

SECTION 9. TIME EXTENSIONS.

In addition to the provisions for extensions of time for certain actions provided by Section 707 and other provisions of this Agreement, it is understood that delays in timely performance by the Authority might delay performance by the City. Thus, where the City's delay is caused by the Authority's delay in performing the Authority's obligations pursuant to this Agreement, the time for performance of the City's action(s) so delayed will be extended for the period of the delay caused by delay in the Authority's performance; provided, that the City shall, within ten days after the beginning of any such delay so caused, have first notified the Authority thereof in writing, and of the cause or causes thereof and claim an extension for the period such delay continues. The City may, at its option, terminate this Agreement if any delay caused by the Authority exceeds one hundred twenty days. In all cases, the times for performance of the City's obligations may be extended by the Authority for good cause and the times for prescribed actions by the Authority may be extended by mutual agreement.

SECTION 10. RIGHTS SECURED BY THE CONTRACT.

The contractual rights secured by the parties to this Agreement and approvals issued by the Authority pursuant to this Agreement, including specifically, but not limited to, rights of land use and development, may be enlarged (but will not be diminished) without the consent of the City with amendments to the Urban Renewal Plan regardless of the inclusive nature of references to the Urban Renewal Plan, wherever the references appear in this Agreement or in Deeds issued pursuant to it; provided, however, that this provision will not preclude amendments to the Urban Renewal Plan extending its duration, or require the consent of the City for such extensions.

SECTION 11. 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 Chairman, and the City has caused the Agreement to be duly executed in its name and behalf by its Mayor.

(SIGNATURE PAGES AND ACKNOWLEDGMENT PAGES FOLLOW)

THE CITY OF OKLAHOMA CITY, a municipal corporation

BY: _____
Mick Cornett, Mayor

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 _____, 2014, personally appeared Mick Cornett, to me known to be the identical person who executed the foregoing instrument as Mayor of The City of Oklahoma City, and acknowledged to me that he executed the same as his free and voluntary act on behalf of The City of Oklahoma City, for the uses and purposes therein set forth.

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

Notary Public

My Commission Expires: _____
My Commission Number: _____

ATTEST:

City Clerk

SCHEDULE A

LEGAL DESCRIPTION

Lots 1 through 11 in Block 9 of Bennett & Gerson Addition, and Lots 1 and 2 (less the north 200 feet) in Block 3 of Carey & Weaver Addition, Oklahoma City, Oklahoma County, Oklahoma, according to the recorded plats thereof.*

* The specific legal description is subject to change pending the completion of contemplated easement vacation application before the Oklahoma City Planning Commission and City Council in Case No. CE-894.

SCHEDULE B

FORM OF DEED

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

**EXEMPT DOCUMENTARY STAMP TAX
O.S. Title 68, Article 32, Section 3202, Paragraph 11**

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

SPECIAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, an Urban Renewal Plan (which, together with all modifications thereof made after the date of this Deed in accordance with applicable law, is hereinafter referred to as the "Urban Renewal Plan") for the Central Business District R-30 Urban Renewal Project (hereinafter 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 City of Oklahoma City has authorized the Oklahoma City Urban Renewal Authority (the "Authority") to administer and implement certain Project activities; and

WHEREAS, pursuant to the Urban Renewal Plan and the Oklahoma Urban Renewal Law, 11 O.S. § 38-101, *et seq.*, the Authority is authorized to transfer individual portions of land in the Project area pursuant to the objectives of the Project and the Urban Renewal Plan; and

WHEREAS, the Authority and The City of Oklahoma City, a municipal corporation (hereinafter sometimes also referred to as "Grantee" or "Redeveloper"), entered into a Contract for Sale of Land and Redevelopment Agreement dated _____, 2014 (the "Redevelopment Agreement"), whereby the Redeveloper 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 terms of the Redevelopment Agreement, the Authority has agreed to convey the Property (as hereinafter defined) to the Redeveloper subject to certain terms, conditions, and covenants, as more particularly described below.

NOW, THEREFORE, this Special Warranty Deed (this “Deed”) is made this ____ day of _____, 20__, by and between the **OKLAHOMA CITY URBAN RENEWAL AUTHORITY**, an Oklahoma public body corporate (hereinafter referred to as the “Grantor”), acting herein pursuant to the Urban Renewal Law, and **THE CITY OF OKLAHOMA CITY**, a municipal corporation, having a mailing address of 420 W. Main, Suite 400, Oklahoma City, Oklahoma 73102 (hereinafter referred to as the “Grantee”).

WITNESSETH:

That for and in consideration of the sum of Eight Hundred Fifty-Seven Thousand Five Hundred Dollars (\$857,500.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor does, by this 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, State of Oklahoma, together with all improvements thereon and all tenements, hereditaments and appurtenances thereto belonging (collectively, the “Property”):

LEGAL DESCRIPTION

Lots 1 through 11 in Block 9 of Bennett & Gerson Addition, and Lots 1 and 2 (less the north 200 feet) in Block 3 of Carey & Weaver Addition, Oklahoma City, Oklahoma County, Oklahoma, according to the recorded plats thereof.*

[* The specific legal description is subject to change pending the completion of contemplated easement vacation application before the Oklahoma City Planning Commission and City Council in Case No. CE-894.]

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 and are to be taken and construed as running with the land, and the Grantee hereby binds itself and its successors, assigns, grantees and lessees forever to these covenants and conditions, which covenants and conditions are as follows:

FIRST: The Grantee shall devote the Property only to the uses permitted by applicable zoning and the Urban Renewal Plan (or approved modifications thereof).

SECOND: The Grantee shall commence promptly the construction of the Improvements (as defined in the Redevelopment Agreement) on the Property in accordance with the Construction Documents approved by the Grantor and shall prosecute diligently the construction of said Improvements to completion: **Provided**, that unless otherwise extended in accordance with the Redevelopment

Agreement, construction shall commence no later than January 1, 2015, and shall be completed no later than December 31, 2016.

THIRD: Until the Grantor certifies as to any individual parts or parcels of the Property that all of the Improvements thereon have been completed by Grantee, in accordance with the Redevelopment Agreement, the Grantee shall have no power to convey the Property or any part thereof without the prior written consent of the Grantor except as provided in the Redevelopment Agreement.

FOURTH: The Grantee agrees for itself and any successor in interest not to discriminate upon the basis of race, creed, color, or national origin in the sale, lease, or rental or in the use or occupancy of the Property or any part thereof or of any Improvements erected or to be erected thereon or any part thereof.

FIFTH: Grantee, its successors or assigns, shall not use, access, obtain, extract, capture or otherwise bring to the surface any groundwater, including all percolating water and all water in known aquifers or aquifers discovered in the future, for any use or purpose whatsoever.

The covenants and agreements contained in the covenant numbered FIRST shall terminate on January 1, 2035, or the date specified in the Urban Renewal Plan, which may be extended by proper amendment of the Urban Renewal Plan. The covenants and agreements contained in covenants numbered SECOND and THIRD shall terminate on the date the Grantor issues the Certificate of Completion with respect to the Property or any individual parts or parcels thereof as herein provided except only that the termination of the covenant numbered shall in no way be construed to release the Grantee from its obligation to pay real estate taxes or assessments (or payments in lieu thereof) on the Property hereby conveyed or any part thereof during the time in which Grantee owns the Property. The covenants numbered FOURTH and FIFTH shall remain in effect without any limitation as to time.

In the case of the breach or violation of any one of the covenants numbered SECOND and THIRD at any time prior to the time the Grantor issues a Certificate of Completion (as hereinafter defined) for the Property or as to any individual parts or parcels thereof, and in case such breach or such violation shall not be cured, ended or remedied pursuant to the Redevelopment Agreement within ninety (90) days after written demand by the Grantor so to do with respect to covenants numbered THIRD, and six (6) months after written demand by the Grantor so to do with respect to covenant numbered SECOND (provided, that a breach or violation with respect to the portion of covenant numberedSECOND, 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 Grantor shall 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 or to seek such other remedy to which Grantor may be entitled.

The Grantor shall be deemed a beneficiary of covenants numbered FIRST, SECOND, THIRD, FOURTH, andFIFTH; and such covenants shall run in favor of the Grantor for the

entire period during which such covenants shall be in force and effect, without regard to whether the Grantor 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, in the event of any breach of the covenant numbered FOURTH, 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 Improvements on the Property or as to any individual parts or parcels thereof in accordance with the provisions of the Construction Documents and the Redevelopment Agreement, the Grantor will furnish the Grantee with an appropriate instrument (the "Certificate of Completion") so certifying in accordance with the terms of the Redevelopment Agreement. Such Certificate of Completion (and it shall be so provided in the certificate itself) shall be a conclusive determination and evidence of the satisfaction and termination of the agreements and covenants in the Redevelopment Agreement, and of the covenants and agreements contained in paragraphs numbered SECOND and THIRD in this Deed.

The Certificate of Completion 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. If the Grantor shall refuse or fail to provide such Certificate of Completion, the Grantor shall, within thirty (30) days after written request by the Grantee provide the Grantee with a written statement, indicating in what respects the Grantee has failed to duly complete the 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 Deed on its part have been complied with and that all things necessary to constitute this 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 Deed on its part have been and are in all respects authorized in accordance with applicable law. The Grantee similarly certifies with reference to its execution and delivery of this Deed.

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed as of the date first shown above.

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

By: _____
_____, Chairman

IN WITNESS WHEREOF, Grantee has executed this Special Warranty Deed as of the date first shown above.

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

By: _____
Mick Cornett, Mayor

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

Before me, the undersigned, a Notary Public in and for said County and State, on this ____ day of _____, 20__, personally appeared Mick Cornett, to me known to be the identical person who executed the foregoing instrument as Mayor of The City of Oklahoma City, and acknowledged to me that he executed the same as his free and voluntary act on behalf of The City of Oklahoma City, for the uses and purposes therein set forth.

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

Notary Public

(SEAL OR STAMP)

My Commission Expires: _____
My Commission Number: _____

SCHEDULE C

Title Exceptions

1. Such reservations, use restrictions, building requirements, development and maintenance obligations, public easements and rights of way as might be required by the Authority and approved by the City pursuant to the Project and this Agreement.
2. Adjustments in the legal description set forth as Schedule A occasioned by approval of the Design Development Documents and Construction Documents or occasioned by an accurate survey thereof.
3. All oil, gas and other minerals.
4. Easements and restrictions of record which are approved by the City.

TERMS AND CONDITIONS

PART II

OF

CONTRACT FOR SALE OF LAND AND REDEVELOPMENT

BETWEEN

OKLAHOMA CITY URBAN RENEWAL AUTHORITY

AND

THE CITY OF OKLAHOMA CITY

FOR THE

MUNICIPAL COURTS BUILDING

PART II

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PART II

TERMS AND CONDITIONS

ARTICLE I. PREPARATION OF PROPERTY FOR REDEVELOPMENT

SECTION 101. Authority's Responsibilities for Certain Actions.

The Authority, without expense to the City or assessment or claim against the Property and prior to completion of the Improvements (or at such earlier time or times as the City and the Authority may agree in writing), shall, in accordance with the Urban Renewal Plan, provide or secure or cause to be provided or secured, such public facilities and improvements proposed by the City and approved by the Authority at the time of approval of the Design Development documents pursuant to Section 5 hereof, if any.

SECTION 102. Waiver of Claims and Joining in Petition by City.

The City hereby waives (as the purchaser of the Property under the Agreement and as the owner after the conveyance of the Property provided for in the Agreement) any and all claims to awards of damages, if any, to compensate for the closing, vacation, or change of grade of any street, alley, or other public right-of-way within or fronting or abutting on, or adjacent to, the Property which, pursuant to subdivision (a) of Section 103 hereof, is to be closed or vacated, or the grade of which is to be changed, and shall upon the request of the Authority subscribe to, and join with, the Authority in any petition or proceeding required for such vacation, dedication, change of grade, and, to the extent necessary, rezoning, and execute any waiver or other document in respect thereof.

ARTICLE II. RIGHTS OF ACCESS TO PROPERTY

SECTION 201. Right of Entry for Utility Service.

The Authority reserves for itself, the City, and any public utility company, as may be appropriate, the unqualified right to enter upon the Property at all reasonable times for the purpose of reconstructing, maintaining, repairing, or servicing the public utilities located within the Property boundary lines and provided for in the easements described or referred to in Paragraph (a), Section 2 of Part I hereof.

SECTION 202. City Not to Construct Over Utility Easements.

The City shall not construct any building or other structure or improvements on, over, or within the boundary lines of any easement for public utilities described or referred to in Paragraph (a), Section 2 of Part I hereof, unless such construction is provided for in such easement or has been approved by the City through the City's regular approvals procedures.

SECTION 203. Access to Property.

Prior to the conveyance of the Property by the Authority to the City, the Authority shall permit representatives of the City to have access to any part of the Property as to which the Authority holds title, at all reasonable times for the purpose of obtaining data and making various tests concerning the Property necessary to carry out the Agreement. After the conveyance of the Property by the Authority to the City, the City shall permit the representatives of the Authority, the City, and the United States of America access to the Property at all reasonable times which any of them deems necessary for the purposes of the Agreement, including, but not limited to, inspection of all work being performed in connection with the construction of the Improvements. No compensation shall be payable nor shall any charge be made in any form by any party for the access provided for in this Section.

ARTICLE III. CONSTRUCTION PLANS; CONSTRUCTION OF IMPROVEMENTS; CERTIFICATE OF COMPLETION

SECTION 301. Documents for Construction of Improvements.

Construction Documents with respect to the redevelopment of the Property and the construction of improvements thereon shall be in conformity with the Urban Renewal Plan, this Agreement, the approved Design Development Documents and all applicable State and local laws and regulations. As promptly as possible after approval of the Design Development Documents, and, in any event, no later than the time specified therefor in Paragraph (d), Section 5 of Part I hereof, the City shall submit to the Authority, for approval by the Authority, the construction documents as defined in Section 5(d), (which plans, drawings, specifications, related documents, and progress schedule, together with any and all changes therein that may thereafter be submitted to and approved by the Authority as herein provided, are, except as otherwise clearly indicated by the context, hereinafter collectively called "Construction Documents") with respect to the improvements to be constructed by the City on the Property. The Authority intends, if the Construction Documents originally submitted conform to the provisions of the Urban Renewal Plan, this Agreement, and the approved Design Development Documents, to approve in writing such Construction Documents and no further filing by the City or approval by the Authority thereof shall be required except with respect to any material change; provided, that the Authority's review shall be unrestricted with respect to any matter not embraced in the approved Design Development Documents. Such Construction Documents shall, in any event, be deemed approved unless rejection thereof in writing by the Authority, in whole or in part, setting forth in detail the reasons therefor, shall be made within thirty (30) days after the date of their receipt by the Authority. If the Authority so rejects the Construction Documents in whole or in part as not being in conformity with the Urban Renewal Plan, this Agreement, or the approved Design Development Documents, the City shall submit new or corrected Construction Documents which are in conformity with the Urban Renewal Plan, this Agreement, and the approved Design Development Documents within the time specified therefor in Paragraph (e), Section 5 of Part I hereof, after written notification to the City of the rejection. The provisions of this Section relating to approval, rejection, and resubmission of corrected Construction Documents hereinabove provided with respect to the original Construction Documents shall continue to apply until the Construction Documents have been approved by the Authority; provided,

that in any event the City shall submit Construction Documents which are in conformity with the requirements of the Urban Renewal Plan, this Agreement, and the approved Design Development Documents as determined by the Authority, no later than the time specified therefor in Paragraph (f), Section 5 of Part I hereof. All work with respect to the improvements to be constructed or provided by the City on the Property shall be in conformity with the Construction Documents as approved by the Authority. The term "Improvements," as used in this Agreement, shall be deemed to have reference to the improvements as provided and specified in the Construction Documents as so approved.

SECTION 302. Changes in Construction Documents.

If the City desires to make any material change in the Construction Documents after their approval by the Authority which significantly alters the exterior façade or overall size of the proposed development, the City shall submit the proposed change to the Authority for its approval. If the Construction Documents, as modified by the proposed change, conform to the requirements of Section 301 hereof, the Authority may approve the proposed change and notify the City in writing of its approval. Such change in the Construction Documents shall, in any event, be deemed approved by the Authority unless rejection thereof, in whole or in part, by written notice thereof by the Authority to the City, setting forth in detail the reasons therefor, shall be made within the period specified therefor in Paragraph (g), Section 5 of Part I hereof.

SECTION 303. Approvals of Construction Documents as Condition Precedent to Conveyance.

The submission of Construction Documents and their approval by the Authority, as provided in Section 301 hereof, is a condition precedent to the obligation of the Authority to convey the Property to the City.

SECTION 304. Commencement and Completion of Construction of Improvements.

The City agrees for itself, its successors and assigns, and every successor in interest to the Property, or any part thereof, and the Deed shall contain covenants on the part of the City for itself and such successors and assigns, that the City, and such successors and assigns, shall promptly begin and diligently prosecute to completion the redevelopment of the Property through the construction of the Improvements thereon, and that such construction shall in any event be begun within the period specified in Section 4 of Part I hereof and be completed within the period specified in such Section 4. It is intended and agreed, and the Deed shall so expressly provide, that such agreements and covenants shall be covenants running with the land and that they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in the Agreement itself, be to the fullest extent permitted by law and equity, binding for the benefit of the community and the Authority and enforceable by the Authority against the City and its successors and assigns to or of the Property or any part thereof or any interest therein.

SECTION 305. Progress Reports.

Subsequent to conveyance of the Property or any part thereof to the City, and until construction of the Improvements has been completed, the City shall make reports, in such detail and at such times as may reasonably be requested by the Authority as to the actual progress of the City with respect to such construction.

SECTION 306. Certificate of Completion.

- (a) Promptly after substantial completion of the Improvements in accordance with Section 4 of Part I and those provisions of this Agreement relating solely to the obligations of the City to construct the Improvements on the Property (including the dates for beginning and completion thereof), the Authority will furnish the City with an appropriate instrument so certifying. Such certification by the Authority shall be (and it shall be so provided in the Deed and in the certification itself) a conclusive determination of satisfaction and termination of the City's obligations under this Agreement and termination of any right of reversion or reversioning of title by or in the Authority as to such Property or portion thereof. The Authority will also, upon request by City, provide a purchaser or lessee of the Property, or any portion thereof, with written evidence and certification that all requirements of the Authority and this Agreement have been met and that such purchaser or lessee is not subject, nor is their respective interests in the Property or such portion thereof, to any of the terms and conditions of this Agreement.
- (b) With respect to such individual parts or parcels of the Property which, if so provided in Part I hereof, the City may convey or lease as the Improvements to be constructed thereon are completed, the Authority will also, upon proper completion of the Improvements relating to any such part or parcel, certify to the City that such Improvements have been made in accordance with the Provisions of the Agreement. Such certification shall mean and provide, and the Deed shall so state, (1) that any party purchasing or leasing such individual part or parcel pursuant to the authorization herein contained shall not (because of such purchase or lease) incur any obligation with respect to the construction of the Improvements relating to such part or parcel or to any other part or parcel of the Property; and (2) that neither the Authority nor any other party shall thereafter have or be entitled to exercise with respect to any such individual part or parcel so sold (or, in the case of a lease, with respect to the leasehold interest) any rights or remedies or controls that it may otherwise have or be entitled to exercise with respect to the Property as a result of a default in or breach of any provisions of the Agreement or the Deed by the City or any successor in interest or assign, unless (i) such default or breach be by the purchaser or lessee, or any successor in interest to or assignee of such individual part or parcel with respect to the covenants contained and referred to in Section 401 hereof, and (ii) the right, remedy, or control relates to such default or breach.
- (c) Each certification provided for in this Section 306 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, including the Deed. If the Authority shall refuse or fail to provide any certification in accordance with the provisions of this Section, the Authority shall, within thirty (30) days after written request by the City, provide the City with a written statement, indicating in adequate detail in what respects the City has failed to complete the Improvements in accordance with the provisions of the Agreement, or is otherwise in default, and what measures or acts it will be necessary, in the opinion of the Authority, for the City to take or perform in order to obtain such certification.

ARTICLE IV. RESTRICTIONS UPON USE OF PROPERTY

SECTION 401. Restrictions on Use.

The City agrees for itself, and its successors and assigns, and every successor in interest to the Property, or any part thereof, and the Deed shall contain covenants on the part of the City for itself, and such successors and assigns, that the City, and such successors and assigns, shall:

- (a) Devote the Property to, and only to and in accordance with, the uses specified in the Urban Renewal Plan; and
- (b) Not discriminate upon the basis of race, color, creed, or national origin in the sale, lease, or rental or in the use or occupancy of the Property or any improvements erected or to be erected thereon, or any part thereof.
- (c) All advertising (including signs) of the whole or any part of the Property shall clearly indicate that the building is a public building and therefore open to the public. By way of example, such signage may include the legend, "An Open Occupancy Building," "Oklahoma City," or "Public," in type or lettering of easily legible size and design. The word "Project" or "Development" may be substituted for the word "Building" where circumstances requires such substitution.

SECTION 402. Covenants; Binding Upon Successors in Interest; Period of Duration.

It is intended and agreed, and the Deed shall so expressly provide, that the agreements and covenants provided in Section 401 hereof shall be covenants running with the land and that they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in the Agreement, be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by, the Authority, its successors and assigns, the City and any successor in interest to the Property, or any part thereof, and the United States (in the case of the covenant provided in Section 401(b) hereof), against the City, its successors and assigns and every successor in interest to the Property, or any part thereof or any interest therein, and any party thereof. It is further intended and agreed that the agreement and covenant provided in Section 401(a) hereof shall remain in effect for the period of time, or until the

date, specified or referred to in Section 6 of Part I hereof (at which time such agreement and covenant shall terminate) and that the agreements and covenants provided in Section 401(b) hereof shall remain in effect without limitation as to time; provided that such agreements and covenants shall be binding on the City and every part thereof, and each party in possession or occupancy of, the Property or part thereof. The terms “uses specified in the Urban Renewal Plan” and “land use” referring to provisions of the Urban Renewal Plan, or similar language, in this Agreement shall include the land and all buildings, housing and other requirements or restrictions of the Urban Renewal Plan pertaining to such land.

SECTION 403. Authority and United States Rights to Enforce.

In amplification, and not in restriction of, the provisions of the preceding Section, it is intended and agreed that the Authority and its successors and assigns shall be deemed beneficiaries of the agreements and covenants provided in Section 401 hereof, and the United States shall be deemed a beneficiary of the covenant provided in subdivision (b) of Section 401 hereof, both for and in their or its own right and also for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such agreements and covenants have been provided. Such agreements and covenants shall (and the Deed shall so state) run in favor of the Authority and the United States, for the entire period during which such agreements and covenants shall be in force and effect, without regard to whether the Authority or the United States has at any time been, remains, or is an owner of any land or interest therein to or in favor of which such agreements and covenants relate. The Authority shall have the right, in the event of any breach of any such agreement or covenant, and the United States shall have the right in the event of any breach of the covenant provided in subdivision (b) of Section 401 hereof, to exercise all the rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breach of agreement or covenant, to which it or any other beneficiaries of such agreement or covenant may be entitled.

ARTICLE V. [INTENTIONALLY OMMITTED]

ARTICLE VI. [INTENTIONALLY OMMITTED]

ARTICLE VII. REMEDIES

SECTION 701. 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, by either party hereto, or any successor to such party, such party (or successor) shall, upon written notice from the other, proceed immediately to cure or remedy such default or breach, and, in any event, within sixty (60) 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 institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the party in default or breach of its obligations.

SECTION 702. Termination by City Prior to Conveyance.

In the event that:

- (a) the Authority does not tender conveyance of the Property, or possession thereof, in the manner and condition, and by the date provided in this Agreement, and any such failure shall not be cured within thirty (30) days after the date of written demand by the City, or
- (b) the Authority shall unreasonably fail to approve the Construction Documents, and any such failure shall not be cured within thirty (30) days after the date of written demand by the City; or
- (c) the commitment for title insurance provided by the Authority to the City pursuant to Section 2(e) of this Agreement does not evidence merchantable, fee simple title to the Property being in the Authority, and any such exceptions to merchantable, fee simple title shall not be cured within thirty (30) days after the date of written demand therefor by the City; or
- (d) the Authority shall fail to perform any of its covenants or obligations to be performed hereunder 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 City;

then this Agreement, or the relevant portion thereof, may, at the option of the City, be terminated by written notice thereof to the Authority, and neither the Authority nor the City shall have any further rights against or liability to the other under this Agreement with respect to the terminated portion thereof.

SECTION 703. Termination by Authority Prior to Conveyance.

In the event that:

- (a) Prior to the conveyance of the Property to the City and in violation of this Agreement, which requires, among other things, the consent of the Authority to certain transfers and assignments:
 - (i) the City (or any successor in interest) assigns or attempts to assign this Agreement or any rights therein, or in the Property; or

- (b) The City shall fail to submit Construction Documents to the Authority, in the manner and by the dates provided in Sections 5(d), 5(e), and 5(f), or the City shall fail to obtain the approval of such Construction Documents by the Authority within the times provided in Section 5(f); or
- (c) The City does not pay the consideration and take title to the Property upon tender of conveyance by the Authority pursuant to this Agreement;

and, if any default or failure referred to in this Section 703(a), (b), or (c) shall not be cured within thirty (30) days after the date of written demand by the Authority; then this Agreement, and any rights of the City, or any assignee or transferee, in this Agreement, or arising therefrom with respect to the Authority or the Property, may, at the option of the Authority, be terminated by the Authority, in which event neither the City (or assignee or transferee) nor the Authority shall have any further rights against or liability to the other under this Agreement.

SECTION 704. Other Rights and Remedies of Authority; No Waiver by Delay.

The Authority shall have the right to institute such actions or proceedings as it may deem desirable for effectuating the purposes of this Article VII, including also the right to execute and record or file among the public land records in the office in which the Deed is recorded a written declaration of the termination of all the right, title and interest of the City, and (except for such individual parts or parcels upon which construction of that part of the Improvements required to be constructed thereon has been completed, in accordance with this Agreement, and for which a Certificate of Completion as provided in Section 306 hereof is to be delivered, and subject to such leasehold interests as provided in Section 704 hereof) its successors in interest and assigns, in the Property, and the revesting of title thereto in the Authority; provided, that any delay by the Authority in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this Article VII shall not operate as a waiver of such rights to so deprive it of or limit such rights in any way (it being the intent of this provision that the Authority should not be constrained so as to avoid the risk of being deprived of or limited in the exercise of the remedy provided in this Section because of concepts of waiver, laches, or otherwise to exercise such remedy at a time when it may still hope otherwise to resolve the problems created by the default involved); nor shall any waiver in fact made by the Authority with respect to any specific default by the City under this Section be considered or treated as a waiver of the rights of the Authority with respect to any other defaults by the City under this Section or with respect to the particular default except to the extent specifically waived in writing.

SECTION 705. Forced Delay in Performance for Causes Beyond Control of Party.

For the purpose of any of the provisions of the Agreement, neither the Authority nor the City, as the case may be, nor any successor in interest, shall be considered in breach of, or default in, its obligations with respect to the preparation of the Property for redevelopment, or the beginning and completion of construction of the Improvements, or progress in respect thereto, 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; it being the purpose and intent of this provision that in the event of the occurrence of any such forced delay, the time or times for performance of the obligations of the Authority with respect to the preparation of the Property for redevelopment or of the City with respect to construction of the Improvements, as the case may be, shall be extended for the period of the forced delay as reasonably determined by the Authority; provided, that the party seeking the benefit of the provisions of this Section shall, within thirty (30) days after the beginning of any such forced delay, have first notified the other party thereof in writing, and of the cause or causes thereof, and requested an extension for the period of the forced delay.

SECTION 706. Rights and Remedies Cumulative.

The rights and remedies of the parties to this Agreement, whether provided by law or by this Agreement, shall be cumulative, and the exercise by either party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or breach or of any of its remedies for any other default or breach by the other party. No waiver made by either such party with respect to the performance, or manner or time thereof, or 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 with respect to the particular obligation of the other party or condition to its own obligations beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver or any other obligations of the party.

SECTION 707. Party in Position of Surety with Respect to Obligations.

The City for itself and its successors and assigns, and for all other persons who are or who shall become, whether by express or implied assumption or otherwise, liable upon or subject to any obligation or burden under this Agreement, hereby waives, to the fullest extent permitted by law and equity, any and all claims or defenses otherwise available on the ground of its (or their) being or having become a person in the position of a surety, whether real, personal, or otherwise or whether by agreement or operation of law, including, without limitation on the generality of the foregoing, any and all claims and defenses based upon extension of time, indulgence, or modification of terms of contract.

ARTICLE VIII. MISCELLANEOUS

SECTION 801. Conflict of Interests; Authority Representatives not Individually Liable.

No member, official, 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. No member, official, or employee of the Authority shall be personally liable to the City, 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 City or successor on any obligations under the terms of the Agreement.

SECTION 802. Equal Employment Opportunity.

The City, for itself and its successors and assigns, agrees that during the construction of the Improvements provided for in this Agreement:

- (a) The City will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The City 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 City 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 City will, in all solicitations or advertisements for employees placed by or on behalf of the City, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (c) The City will send to each labor union or representative of workers with which the City has a collective bargaining agreement or other contract or understanding, a notice, to be provided, advising the labor union or workers' representative of the City'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 City 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 City 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 City'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 City's noncompliance with the nondiscrimination 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 City 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 City 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 City 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 may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the City becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Authority or the Department of Housing and Urban Development, the City 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 "City" shall be changed to "Contractor."

SECTION 803. 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 City or any successor in interest, and any such deed shall not be deemed to affect or impair the provisions and covenants of this Agreement.

SECTION 804. Titles of Articles and Sections.

Any titles of the several parts, Articles and Sections of this Agreement, are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

SECTION 805. No Broker Agreement.

Each party hereto represents to each other party that the sale of land pursuant to this Agreement has not involved any broker nor is any party hereto 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 foregoing representations.

SECTION 806. Applicable Law, Severability and 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 or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement, or the application of such provision, or portion thereof, and each provision of this Agreement shall be 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 that contained herein. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors and assigns.

SECTION 807. Amendments to Agreement.

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

SECTION 808. 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.

SECTION 809. 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.

SECTION 810. 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.

SECTION 811. Formalities and Authority.

The parties hereto represent and warrant that they are validly existing and lawful entities with the power and authorization to execute and perform this Agreement. The headings set forth in this Agreement are for convenience and reference only, and in no way define or limit the scope or content of this Agreement or in any way affect its provisions.

OKLAHOMA CITY

URBAN

RENEWAL

AUTHORITY

To: Board of Commissioners
From: Catherine O'Connor, Executive Director
Date: November 4, 2014
Ref: Resolution Approving a Financing Agreement with Civic Centre Flats, LLC, in the Central Business District Urban Renewal Area

Background: Civic Centre Flats, LLC was the sole respondent to the Authority's request for proposals for property located between Couch Drive and N.W. 2nd Street, just east of N. Lee Avenue (Lots 7-16 of the Bennett and Gerson Addition). On June 18, 2014, the Authority approved a Contract for Sale of Land and Redevelopment ("Redevelopment Agreement") with Civic Centre Flats, LLC ("Redeveloper") that contemplates the development of a for-sale residential project that will include 34 units (20 one-bedroom units; 8 two-bedroom units; and 6 two-bedroom, two-story units).

The Redevelopment Agreement requires the approval of a financing agreement between the Authority and the Redeveloper. The proposed Financing Agreement makes the determination that the purchase price of \$700,000.00 is not less than fair value. It dictates that the purchase price will be paid to the Authority upon the sale of each of the units. It also provides for the Authority's participation in the Redeveloper's profits.

Purpose of Agenda Item: The proposed resolution approves a Financing Agreement with the Redeveloper as required by the Redevelopment Agreement.

Staff Recommendation: Approval of Resolution

Attachments: None

RESOLUTION NO. _____

RESOLUTION APPROVING A FINANCING AGREEMENT WITH CIVIC CENTRE FLATS, LLC, IN THE CENTRAL BUSINESS DISTRICT URBAN RENEWAL PROJECT AREA

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

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

WHEREAS, the Redevelopment Agreement was approved subject to the determination that the purchase price is not less than the fair value of the property in accordance with the uses contained in the Central Business District Urban Renewal Plan, as amended, and the restrictions upon and the covenants, conditions, and obligations assumed by the Redeveloper; and

WHEREAS, the purchase price contained in the Redevelopment Agreement is determined to be not less than fair value of the Property for uses in accordance with the Central Business District Urban Renewal Plan as amended and the restrictions upon and the covenants, conditions, and obligations assumed by the Redeveloper; and

WHEREAS, Section 3(c) of the Redevelopment Agreement requires the approval of a financing agreement between the Authority and the Redeveloper under which the Redeveloper will make payments to the Authority upon the sale of each of the residential units; and

WHEREAS, the Executive Director and Legal Counsel have negotiated such proposed Financing Agreement and recommend its approval; and

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

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

1. The purchase price contained in the Redevelopment Agreement with the Redeveloper is determined to be not less than the fair value of the Property in accordance with the uses contained in the Central Business District Urban Renewal Plan as amended and the restrictions upon and the covenants, conditions, and obligations assumed by the Redeveloper.

2. The Financing Agreement with the Redeveloper is hereby approved, and the Officers of the Authority are authorized and directed to take such actions, finalize, and execute the Financing Agreement and other such documents as may be appropriate to implement the approved Financing Agreement.
3. The Executive Director and Legal Counsel of the Authority are authorized to execute such documents and take such actions as may be necessary or appropriate to finalize and implement the Financing Agreement, including approval of amendments, corrections and clarifications thereof.

I, _____, Secretary of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, certify that the foregoing Resolution No. _____ was duly adopted at a **special** meeting of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, held at its offices at 105 North Hudson, Suite 101, Oklahoma City, Oklahoma 73102, on the **4th** day of **November, 2014**; 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: November 04, 2014
Ref: Resolution Conditionally Designating a Redeveloper for Property Bounded generally by Northeast 4th Street, Northeast 7th Street, North Kelley Avenue and North Stonewall Avenue, in the Harrison-Walnut Urban Renewal Area and University Medical Center Urban Renewal Area.

Background: On April 16, 2014, the board of commissioners authorized an invitation for qualifications and proposals for redevelopment of property surrounding Page Woodson. The request for proposals was publicly issued on April 21, 2014. The proposal deadline was June 20, 2014 in which a total of two proposals were received from the Miller Valentine Group and New Page, LLC. Both developers presented their proposals during the Oklahoma City Urban Renewal Authority board meeting on September 17, 2014.

The board has reviewed each of the redevelopment proposals and shall conditionally designate a redeveloper(s) based on the requirements and criteria set forth in the RFP for the property surrounding Page Woodson.

Purpose of Agenda Item: To conditionally designate a redeveloper for the site generally bounded by Northeast 4th Street, Northeast 7th Street, North Kelley Avenue and North Stonewall Avenue

Recommendation: Designate conditional redeveloper(s) as determined most appropriate by the discretion of the Board

RESOLUTION NO. _____

RESOLUTION CONDITIONALLY DESIGNATING A REDEVELOPER FOR PROPERTY BOUNDED GENERALLY BY NORTHEAST 4th STREET, NORTHEAST 7th STREET, NORTH KELLEY AVENUE, AND NORTH STONEWALL AVENUE, HARRISON-WALNUT URBAN RENEWAL AREA AND UNIVERSITY MEDICAL CENTER URBAN RENEWAL AREA

WHEREAS, the Oklahoma City Urban Renewal Authority (“Authority”) has previously publicly invited proposals for property located adjacent to and in the vicinity of the former Page-Woodson School, near the intersection of Northeast 6th Street and High Street, and more particularly described on the attached Exhibit A; and

WHEREAS, two redevelopment proposals were submitted in response to the public invitation; and

WHEREAS, the Board of Commissioners of the Authority has reviewed each of the redevelopment proposals submitted in response to the public invitation; and

WHEREAS, in accordance with the public invitation process, the Board of Commissioners finds that the proposal submitted by _____ is most 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 _____ as redeveloper of the tract of land described above, with the final legal description of the area subject to the determination and approval of the Authority; 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 redevelopment agreement 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 _____ is hereby deemed to be an acceptable initial proposal, and _____ is hereby conditionally designated as the redeveloper for the proposed redevelopment site.
2. The Executive Director and Legal Counsel of the Authority are authorized and directed to negotiate with _____ 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 redevelopment agreement to the Board of Commissioners for review and consideration.

I, _____, Secretary of the Board of Commissioners for the Oklahoma City Urban Renewal Authority, certify that the foregoing resolution No. _____ was duly adopted at a **special** meeting of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, held at its offices at 105 N. Hudson, Suite 101, Oklahoma City, Oklahoma, on the **4th** day of **November, 2014**; said meeting was held in accordance with the By-Laws of the Authority and the Oklahoma Open Meetings Act, that a quorum was present at all times during said meeting; and the Resolution was duly adopted by a majority of those Commissioners present.

SECRETARY

EXHIBIT A
PROPERTY SUBJECT TO CONDITIONAL REDEVELOPER
DESIGNATION

Lots One (1) through Thirty-two (32), both inclusive, Block Twenty-four (24), of PARK PLACE ADDITION to Oklahoma City, Oklahoma County, Oklahoma, according to the recorded plat thereof; and

Lots Twenty-two (22) through Twenty-eight (28), both inclusive, Block One (1), and Lots One (1) through Twelve (12), both inclusive, Block Two (2), of the Amended Plat of Block 2 and East 200 feet of Block 1, of KNOTT & GILLESPIES'S ADDITION to Oklahoma City, Oklahoma County, Oklahoma, according to the recorded plat thereof; and

Lots One (1) through Ten (10), both inclusive, and Lots Twelve (12) through Twenty-four (24), both inclusive, Block Two (2) in the Amended Plat of EAST FOURTH STREET ADDITION to Oklahoma City, Oklahoma County, Oklahoma, according to the recorded plat thereof; and

The Western 9 feet of Lot Fifteen (15), All of Lots Sixteen (16) through Twenty (20), both inclusive, Block Thirty-eight (38), in the Amended Plat of OAK PARK ADDITION to Oklahoma City, Oklahoma County, Oklahoma, according to the recorded plat thereof; and

Lots Thirty-five (35) through Forty (40), both inclusive, Lots Two (2) through Eight (8), both inclusive, and East half of Lot Nine (9), Block Thirty-three (33), in the Amended Plat of OAK PARK ADDITION to Oklahoma City, Oklahoma County, Oklahoma, according the recorded plat thereof; and

LESS AND EXCEPT the East 20 feet of Lot Twenty-two (22) of Block One (1) of the Amended Plat of Block 2 and East 200 feet of Block 1, KNOTT GILLESPIES'S ADDITION to Oklahoma City, Oklahoma County, Oklahoma, according to the recorded plat thereof; and

LESS AND EXCEPT the South 10.7 feet of Lot 18, the North 14.3 feet of Lot 20, and all of Lots Five (5), Six (6), and Nineteen (19), inclusive, of Block Two (2) in the Amended Plat of EAST FOURTH STREET ADDITION to Oklahoma City, Oklahoma County, Oklahoma, according to the recorded plat thereof; and

LESS AND EXCEPT a part of Block 2, Amended Plat of EAST FOURTH STREET ADDITION, more particularly described as follows: Commencing at the Southwest corner of said Block 2; thence North along the West line of said Block 2 a distance of 44.76 feet; to the point or place of beginning; thence continuing North along the West line of said Block 2 a distance of 65.94 feet; thence East and parallel with the South line of said Block 2 a distance of 160 feet to a point on the East line of Lot 20 said Block 2; thence South along the East line of Lots 20, 21, and 23, a distance of 63.92 feet, said point being 46.78 feet North of the Southeast corner of Lot 24 said Block 2; thence S. 89°16'36" W. a distance of 160.01 feet to the point or place of beginning, according to the recorded plat thereof.

[Subject to adjustment.]

MEMORANDUM REPORT

To: BOARD OF COMMISSIONERS
Oklahoma City Urban Renewal Authority

From: Dan Batchelor, General Counsel

Re: Resolution Authorizing Planning of an Innovation District

Background

The Oklahoma City Urban Renewal Authority ("Authority") has been implementing the Harrison-Walnut Urban Renewal Plan ("Urban Renewal Plan") under the approval and direction of the City of Oklahoma City ("City"). The Urban Renewal Plan was prepared under community guidance in accordance with a Mediation Plan and Agreement with the Oklahoma Department of Transportation, the United States Department of Transportation, and the City in order to mitigate adverse impacts from the construction of I-235, to maximize investment and development throughout the area encompassed by the Urban Renewal Plan ("Urban Renewal Area"), and to assure cooperative efforts among the participants.

The redevelopment objectives in the Urban Renewal Area have been fostered by agreements with the Oklahoma Department of Transportation, by adoption of the Oklahoma Health Center Economic Development Project Plan, as amended ("Project Plan"), and by partnerships with key public and private not-for-profit entities, including the Presbyterian Health Foundation.

Under the Urban Renewal Plan and the Project Plan, the Authority and the Presbyterian Health Foundation entered into a redevelopment agreement for the development of the Presbyterian Health Foundation Research Park ("Research Park") in order to accelerate the development of Oklahoma's bioscience economy ("Redevelopment Agreement").

By its adoption of Resolution number 5596, the Board of Commissioners authorized and directed the organization, participation, and implementation of a coalition to further support development pursuant to the Project Plan ("Coalition").

Subsequent Actions:

As directed by the Authority, the Coalition has been formed with broad participation from key research, business, public, private, and non-profit entities. Representation in this effort has included the following:

- GE Global Research Oil & Gas Technology Center – Mike Ming, Jay Albert
- Greater OKC Chamber – Roy Williams, Josh O'Brien, Kurt Foreman
- OKC Economic Development Trust – Pat Ryan
- Oklahoma City Redevelopment Authority and Oklahoma City Urban Renewal Authority – Jim Tolbert, Cathy O'Connor, Dan Batchelor, Leslie Batchelor
- Presbyterian Health Foundation – Carl Edwards, Mike Joseph, Tommy Gray
- Oklahoma Medical Research Foundation – Steve Prescott
- I2E – Scott Meacham, Rex Smitherman
- University Hospital Trust – Mike Samis
- University of Oklahoma Health Science Center – Ken Rowe, Jim Tomasek, Paul Manzelli
- Oklahoma Center for the Advancement of Science and Technology – Michael Carolina, Dan Luton
- Oklahoma Health Center Foundation – David Harlow

Concurrently with the initial efforts to create the Coalition, the Authority approved a Contract for Sale of Land and Redevelopment Agreement with General Electric Corporation for development of the GE Global Research Oil and Gas Technology Center. Thereafter, the Coalition's participants unanimously concluded that the mission of the Coalition should embrace the GE Global Research Oil and Gas Technology Center and other research efforts that offer technology transfer and applied technology opportunities for commercialization.

At the invitation of the Coalition, the GE Global Research Oil and Gas Technology Center has offered to participate in the Coalition. Also, the Coalition has unanimously determined that the State of Oklahoma and the City have available the key ingredients for a regional innovation district, including economic, educational, institutional, organizational, entrepreneurial, and public assets to create an urban area where ideas and knowledge can be transferred quickly and easily, due to proximity and connectivity.

And innovation district is a geographic area where leading-edge anchor institutions and companies cluster and connect startups, business incubators, and accelerators, and which is physically compact, transit-accessible, and technologically advanced. (See attachment entitled "The Rise of Innovation Districts" prepared by the Brookings Institution.)

Recommendations:

1. As the legal entity authorized by the City and empowered by state law to undertake redevelopment of the area pursuant to the Urban Renewal Plan, the Authority should authorize the planning, organization, participation, and support for the creation and implementation of a regional innovation district.

2. The Officers, Executive Director, and Legal Counsel should be authorized and directed to support collaborative efforts to create an updated land-use and redevelopment plan for the Urban Renewal Area, including specifically areas adjacent to and surrounding the research anchors and institutions for the proposed regional innovation district.
3. The Officers, Executive Director, and Legal Counsel of the Authority should be authorized and directed to also assist in the development and implementation of strategies to cultivate innovation, accelerate the commercialization of research, and support the creation and expansion of new and existing businesses.
4. A primary objective of the land use and redevelopment planning should be to build upon and integrate the physical and economic assets of the area in order to create an environment with the connections, transportation, and amenities that foster innovation. The effort should take into account the market potential for new mixed-use, residential, commercial, and institutional development and should seek to create a vibrant public realm to strengthen connectivity within the district as well as between the district and the surrounding community.
5. A primary objective of the economic strategies should be to create mechanisms and relationships to support and sustain the transfer of the research being undertaken by participants in the innovation district effort, relying heavily on the efforts of major institutional assets, which include the University of Oklahoma Research Park, the GE Global Research Oil and Gas Technology Center, and the Oklahoma Medical Research Foundation, utilizing market studies as a guide to focus the program, to enhance financing opportunities for the commercialization efforts, and to provide enterprise incubation facilities.
6. The Chairman and/or Vice Chairman of the Authority should be authorized to represent the Authority and to chair the land use planning and community development action group in support of the planning and implementation of the innovation district. The Executive Director of the Authority should be authorized and directed to act as the executive officer of the action group to create an updated land use and redevelopment plan for the area. The General Counsel and/or Associate General Council should be authorized and directed to provide assistance for the innovation district undertaking, including provision of legal advice, financing strategies, and appropriate documentation and other planning support.
7. Proposed agreements for planning studies, market studies, draft land use plans and recommendations, proposed participation agreements, and other action items for implementation of a proposed innovation District should be

presented to the Board of Commissioners for consideration and action, as appropriate.

Respectfully submitted,

A handwritten signature in cursive script that reads "Dan Batchelor". The signature is written in black ink and is positioned below the typed name.

Dan Batchelor

Attachment: The Rise of Innovation Districts

BROOKINGS

THE RISE OF INNOVATION DISTRICTS:

A New Geography Of Innovation In America

Bruce Katz and Julie Wagner

A S THE UNITED STATES SLOWLY EMERGES FROM THE GREAT RECESSION, A REMARKABLE SHIFT IS OCCURRING IN THE SPATIAL GEOGRAPHY OF INNOVATION.

FOR THE PAST 50 YEARS, THE LANDSCAPE OF INNOVATION HAS BEEN DOMINATED BY PLACES LIKE SILICON VALLEY—SUBURBAN CORRIDORS OF SPATIALLY ISOLATED CORPORATE CAMPUSES, ACCESSIBLE ONLY BY CAR, WITH LITTLE EMPHASIS ON THE QUALITY OF LIFE OR ON INTEGRATING WORK, HOUSING AND RECREATION.

A new complementary urban model is now emerging, giving rise to what we and others are calling “innovation districts.” These districts, by our definition, are geographic areas where leading-edge anchor institutions and companies cluster and connect with startups, business incubators and accelerators.¹ They are also physically compact, transit-accessible, and technically-wired and offer mixed-use housing, office, and retail.

Innovation districts are the manifestation of mega-trends altering the location preferences of people and firms and, in the process, re-conceiving the very link between economy shaping, place making and social networking.² Our most creative institutions, firms and workers crave proximity so that ideas and knowledge can be transferred more quickly and seamlessly. Our “open innovation” economy rewards collaboration, transforming how buildings and entire districts are designed and spatially arrayed. Our diverse population demands more and better choices of where to live, work and play, fueling demand for more walkable neighborhoods where housing, jobs and amenities intermix.

Led by an eclectic group of institutions and leaders, innovation districts are emerging in dozens of cities and metropolitan areas in the United States and abroad and already reflect distinctive typologies and levels of formal planning. Globally, Barcelona, Berlin, London, Medellin, Montreal, Seoul, Stockholm and Toronto contain examples of evolving districts. In the United States, districts are emerging near anchor institutions in the downtowns and midtowns

Cover: The geography of Barcelona’s innovation district, highlighted in blue, is located in the heart of the city. It has served as an inspiration for many innovation districts in the United States.

Credit: Barcelona City Council. Area of Economy, Business and Employment

of cities like Atlanta, Baltimore, Buffalo, Cambridge, Cleveland, Detroit, Houston, Philadelphia, Pittsburgh, St. Louis and San Diego. They are developing in Boston, Brooklyn, Chicago, Portland, Providence, San Francisco and Seattle where underutilized areas (particularly older industrial areas) are being re-imagined and remade. Still others are taking shape in the transformation of traditional ex-urban science parks like Research Triangle Park in Raleigh-Durham, which are scrambling to keep pace with the preference of their

workers and firms for more urbanized, vibrant environments.

"The trend is to nurture living, breathing communities rather than sterile remote compounds of research silos."³

Innovation districts have the unique potential to spur productive, inclusive and sustainable economic development. At a time of sluggish growth, they provide a strong foundation for the creation and

expansion of firms and jobs by helping companies, entrepreneurs, universities, researchers and investors—across sectors and disciplines—co-invent and co-produce new discoveries for the market. At a time of rising social inequality, they offer the prospect of expanding employment and educational opportunities for disadvantaged populations given that many districts are close to low- and moderate-income neighborhoods. And, at a time of inefficient land use, extensive sprawl and continued environmental degradation, they present the potential for denser residential and employment patterns, the leveraging of mass transit, and the repopulation of urban cores.

2

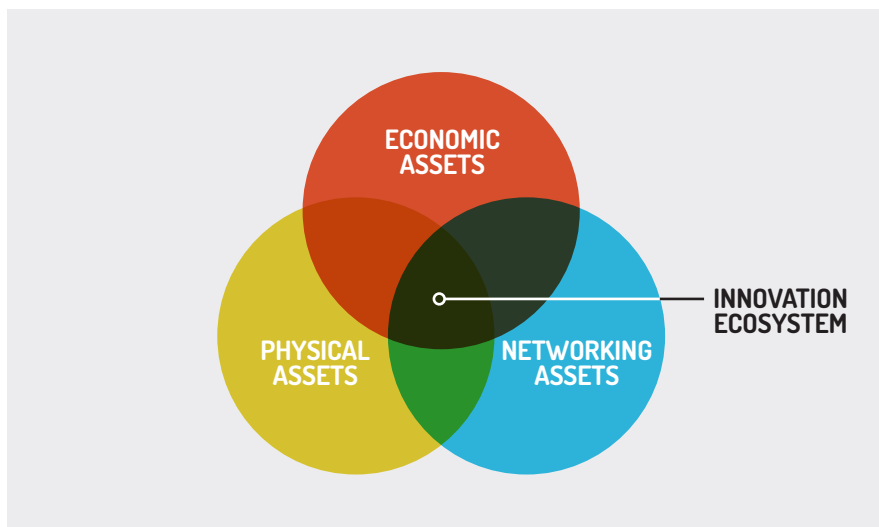
WHAT THEY ARE

Innovation districts constitute the ultimate mash up of entrepreneurs and educational institutions, start-ups and schools, mixed-use development and medical innovations, bike-sharing and bankable investments—all connected by transit, powered by clean energy, wired for digital technology, and fueled by caffeine.

Given the vast distinctions in regional economies, the form and function of innovation districts differ markedly across the United States. Yet all innovation districts contain *economic, physical, and networking assets*. When these three assets combine with a supportive, risk-taking culture they create an *innovation ecosystem*—a synergistic relationship between people, firms and place (the



— Boston's 1000-acre innovation district along the South Boston waterfront. Credit: Boston Redevelopment Authority



— All innovation districts contain economic, physical, and networking assets.

physical geography of the district) that facilitates idea generation and accelerates commercialization.

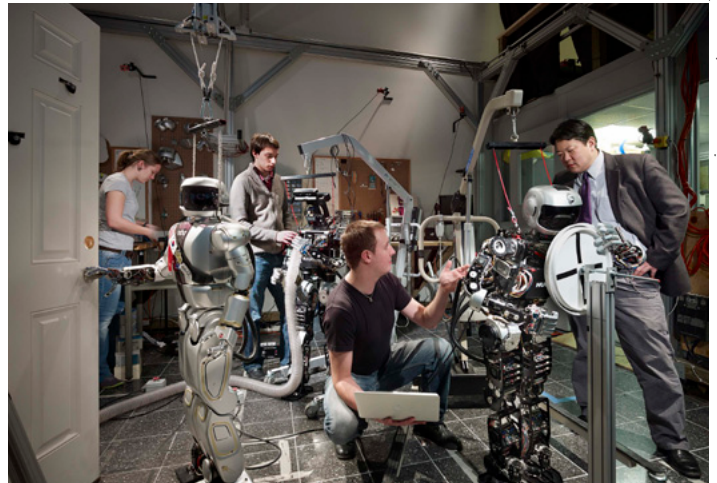
Economic assets are the firms, institutions and organizations that drive, cultivate or support an innovation-rich environment. Economic assets can be separated into three categories:

Innovation drivers are the research and medical institutions, the large firms, start-ups and entrepreneurs focused on developing cutting-edge technologies, products and services for the market. Due to regional variations in industry strengths, each district is comprised of a unique mix of innovation drivers. Tech driven industries most likely to be found in Innovation Districts include:

- High-value, research-oriented sectors such as applied sciences and the burgeoning “app economy”
- Highly creative fields such as industrial design, graphic arts, media and architecture and
- Highly specialized, small batch manufacturing

Innovation cultivators are the companies, organizations or groups that support the growth of individuals, firms and their ideas. They include incubators, accelerators, proof-of-concept centers, tech transfer offices, shared working spaces and local high schools, job training firms and community colleges advancing specific skill sets for the innovation-driven economy.

Neighborhood-building amenities provide important support services to residents and workers in the district. This ranges from medical offices to grocery stores, restaurants, coffee bars, small hotels and local retail (such as bookstores, clothing stores and sport shops).⁴



Robots come to life at Drexel University in Philadelphia's innovation district.

Credit: Halkin/Mason Photography, courtesy of Drexel University

Physical assets are the public and privately-owned spaces—buildings, open spaces, streets and other infrastructure—designed and organized to stimulate new and higher levels of connectivity, collaboration and innovation. Physical assets can also be divided into three categories:

Physical assets in the public realm are the spaces accessible to the public, such as parks, plazas and streets that become locales of energy and activity. In innovation districts, public places are created or re-configured to be digitally-accessible (with high speed internet, wireless networks, computers and digital displays embedded into spaces) and to encourage networking (where spaces encourage “people to crash into one another”).⁵ Streets can also be transformed into living labs to flexibly test new innovations, such as in street lighting, waste collection, traffic management solutions and new digital technologies.

Physical assets in the private realm are privately-owned buildings and spaces that stimulate innovation in new and creative ways. Office developments are increasingly configured with shared work and lab spaces and smaller, more affordable areas for start-ups. A



1. Coffee shops (like Detroit’s Great Lakes Coffee) are now places for entrepreneurs to work and network.
Credit: Marvin Shaouni, originally published in *Model D*

2. The newly constructed District Hall is the hub for Boston’s Innovation District, facilitating networking and idea-sharing.
Credit: Gustav Hoiland

new form of micro-housing is also emerging, with smaller private apartments that have access to larger public spaces, such as co-working areas, entertainment spaces and common eating areas.

Physical assets that knit the district together and/or tie it to the broader metropolis are investments aimed to enhance relationship-building and connectivity. For some districts, knitting together the physical fabric requires remaking the campuses of advanced research institutions to remove fences, walls and other barriers and replace them with connecting elements such as bike paths, sidewalks, pedestrian-oriented streets and activated public spaces. Strategies to strengthen connectivity between the district, adjoining neighborhoods and the broader metropolis include infrastructure investments, such as broadband, transit and road improvements.

Networking assets are the relationships between actors—such as individuals, firms and institutions—that have the potential to generate, sharpen and accelerate the advancement of ideas. Networks fuel innovation because they strengthen trust and collaboration within and across companies and in-



The new M-1 streetcar line will connect the core elements of the Detroit innovation district—the midtown and downtown.

Credit: Anderson Illustration

industry clusters, provide information for new discoveries and help firms acquire resources and enter new markets.

Networks are generally described as either having strong ties or weak ties.⁶

Strong ties occur between people or firms with a working or professional history that have higher levels of trust, are willing to share more detailed information, and are more apt to participate joint problem solving. **Networking assets that build strong ties** focus on strengthening relationships within similar fields. These types of assets include: "tech regulars" (where "techies" discuss problems or advances in their work as a collective), workshops and training sessions for specific fields, industry-specific conferences and meetings and industry-specific blogs for local firms and entrepreneurs.

Weak ties occur between people or firms working within different contexts or economic clusters where there is infrequent contact. Weak ties provide access to new information, new contacts and business leads outside of existing networks. **Networking assets that build weak ties** focus on building new relationships



— To help develop networks, 22@Barcelona organizes many events including their monthly networking breakfasts. Credit: Barcelona City Council. Area of Economy, Business and Employment

"It's all about programming: choreographing 'spontaneous' opportunities for smart people to interact with each other. This is what separates us from traditional science parks."⁷

across sectors. Examples include: networking breakfasts (where experts and star innovators offer new insights in their fields followed by open time to network), innovation centers, hack-a-thons across industry clusters such as life sciences and tech, tech-jam start-up classes and even the choreographed open spaces between buildings.

Research indicates that both strong ties and weak ties are fundamental to the innovation process and firm success.⁸



3

WHERE THEY ARE

Burgeoning innovation districts can be found in dozens of cities and metropolitan areas across the United States. These districts adhere to one of three general models.

The “anchor plus” model, primarily found in the downtowns and mid-towns of central cities, is where large scale mixed-use development is centered around major anchor institutions and a rich base of related firms, entrepreneurs and spin-off companies involved in the commercialization of innovation. “Anchor plus” is best exemplified by Kendall Square in Cambridge (and the explosion of growth around MIT and other nearby institutions like Mass. General Hospital) and the Cortex district in St. Louis (flanked by Washington University, Saint Louis University, and Barnes Jewish Hospital).

The “re-imagined urban areas” model, often found near or along historic waterfronts, is where industrial or warehouse districts are undergoing a physical and economic transformation. This change is powered, in part, by transit access, a historic building stock, and their proximity to downtowns in high rent cities, which is then supplemented with advanced research institutions and anchor companies. This model is best exemplified by the remarkable regeneration underway in Boston’s South Boston waterfront and Seattle’s South Lake Union area.

The third model, “urbanized science park,” commonly found in suburban and exurban areas, is where traditionally isolated, sprawling areas of innovation are urbanizing through increased density and

Barcelona’s innovation district, 22@Barcelona, is one of the earlier models found globally.

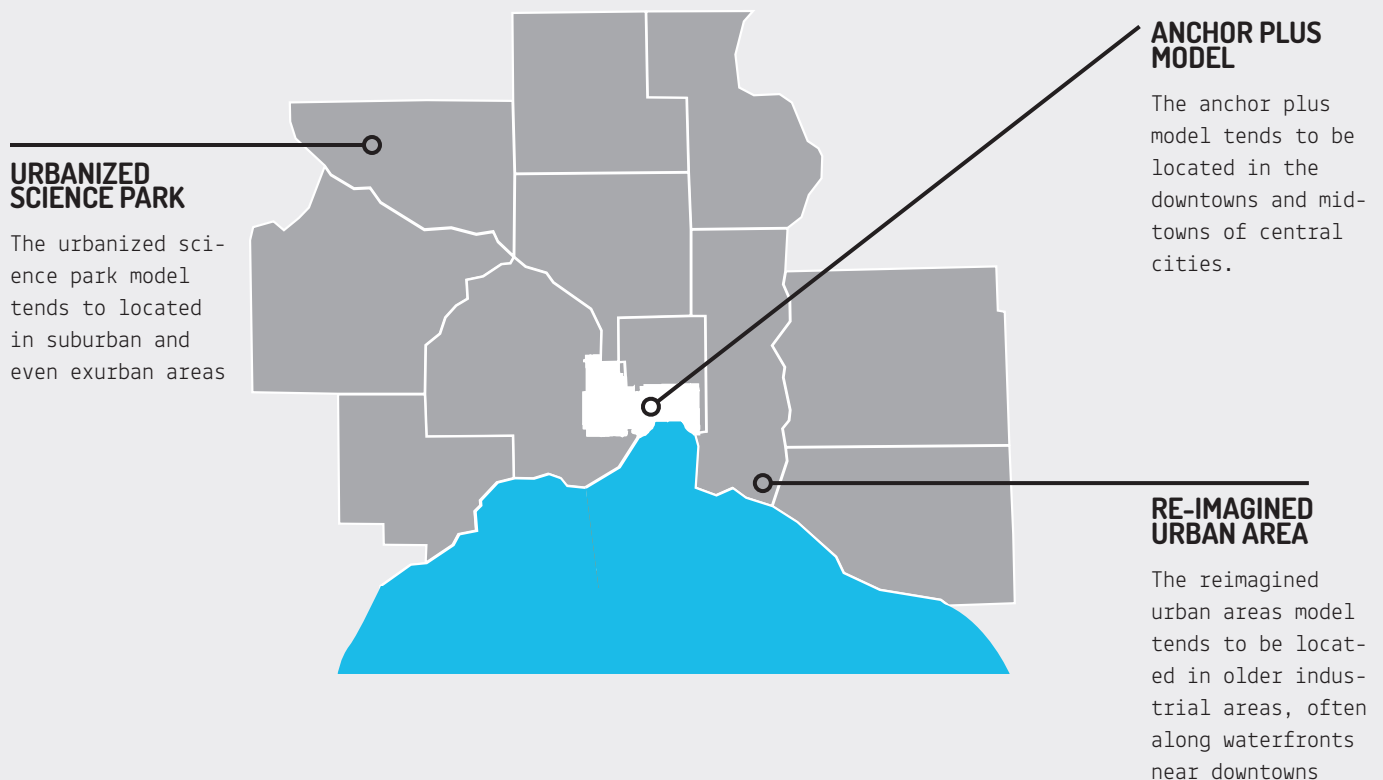
Credit: Barcelona City Council. Area of Economy, Business and Employment

an infusion of new activities (including retail and restaurants) that are mixed as opposed to separated. North Carolina's Research Triangle Park, perhaps the 20th century's most iconic research and development campus, is the strongest validation of this model. In November, 2012, RTP unveiled a new 50-year master plan that calls for a

greater concentration of buildings and amenities, including the creation of a vibrant central district, the addition of up to 1,400 multi-family housing units, retail and the possible construction of a light rail transit line to connect the park with the larger Raleigh-Durham region.⁹

THE THREE TYPES OF INNOVATION DISTRICTS

Their location varies within a metropolis



4

HOW TO GROW



Practitioners in leading edge innovation districts offer five pieces of advice:

First, **build a collaborative leadership network**, a collection of leaders from key institutions, firms and sectors who regularly and formally cooperate on the design, delivery, marketing and governance of the district. In advanced innovation districts in Barcelona, Eindhoven, St Louis and Stockholm, leaders found the Triple Helix model of governance to be fundamental to their success.¹⁰ The Triple Helix consists of structured interactions between industry, research universities, and government.

Second, **set a vision for growth** by providing actionable guidance for how an innovation district should grow and develop in the short-, medium- and long-term along economic, physical and social dimensions. Most practitioners cite the importance of developing a vision to leverage their unique strengths—distinct economic clusters, leading local and regional institutions and companies, physical location and design advantages and other cultural attributes.

One of Stockholm's innovation districts, Stockholm Life, is implementing a bold plan, which includes extending the district over a major highway.
Credit: WSP



Charting a course for this district's future growth: the Cortex Master Plan in St. Louis.
Credit: Ayers Saint Gross

Third, **pursue talent and technology** given that educated and skilled workers and sophisticated infrastructure and systems are the twin drivers of innovation. Pursuing talent requires attraction, retention and growth strategies; integrating technology requires a commitment to top notch fiber optics (and, in some places, specialized laboratory facilities) to create a high quality platform for innovative firms.



Fourth, **promote inclusive growth** by using the innovation district as a platform to regenerate adjoining distressed neighborhoods as well as creating educational, employment and other opportunities for low-income residents of the city. Strategies in places as disparate as Barcelona, Detroit and Philadelphia have particularly focused on equipping workers with the skills they need to participate in the innovation economy or other secondary and tertiary jobs generated by innovative growth.

Finally, **enhance access to capital** to support basic science and applied research; the commercialization of innovation; entrepreneurial start-ups and expansion (including business incubators and accelerators); urban residential, industrial and commercial real estate (including new collaborative spaces); place-based infrastructure (e.g., energy, utilities, broadband, and transportation); education and training facilities; and intermediaries to steward the innovation ecosystem. Districts in Cambridge, Detroit and St. Louis have successfully re-deployed local capital to meet these needs.

—
22@Barcelona developed several programs to connect area children with work and workers inside the district.
Credit: Barcelona City Council. Area of Economy, Business and Employment

5

THE PATH FORWARD



The potential for the growth of innovation districts in the United States is exceptionally strong.

Virtually every major city in the United States has an “anchor plus” play given the confluence of a vibrant central business district, a strong midtown area and transit connecting the two.

“Innovation districts embody the very essence of cities: an aggregation of talented, driven people, assembled in close quarters, who exchange ideas and knowledge in a ‘dynamic process of innovation, imitation, and improvement.’”¹¹

Many cities and older suburban communities are also making progress on “re-imagining urban areas,” repositioning underutilized sections of their community through investments in infrastructure (or infrastructure removal), brownfield remediation, waterfront reclamation and transit-oriented development.

Lastly, a handful of “urbanized science parks” (and their adjacent suburban communities) are clustering development, encouraging density and creating spaces to allow individuals and firms to network openly.

The rise of innovation districts aligns with the disruptive dynamics of our era and represents a clear path forward for cities and metropolitan areas. Local decision makers—elected officials and heads of large and small companies, local universities, philanthropies, com-

Shared and private wet lab spaces in the Kendall Square innovation district help drive life science innovation at reduced cost. Credit: LabCentral, Inc.

munity colleges, neighborhood councils and business chambers—would be wise to unleash them. Global companies and financial institutions would be smart to embrace them. States and federal government should support and accelerate them. The result: a step toward building a stronger, more sustainable and more inclusive economy in the early decades of this young century. □

Acknowledgments

We extend our gratitude to the following innovation district leaders and practitioners for teaching and advising us throughout the writing process. We realize the extent to which you have become integral to this project: Josep Pique and Isabel Ponti (Barcelona); Nicole Fichera and Mitchell Weiss (Boston); Margaret O'Toole, Tim Rowe and Sam Seidel (Cambridge); Dave Egner, Benjy Kennedy, Pam Lewis, Sue Mosey, Rip Rapson and Laura Trudeau (Detroit); Linco Nieuwenhuyzen, Jasmijn Rompa and Bert-Jan Woertman (Eindhoven); Bill McKeon (Houston); Dennis Lower and Donn Rubin (St. Louis); John Fry and Lucy Kerman (Philadelphia); Kofi Bonner and Roberta Achtenberg (San Francisco); Ada Healey (Seattle); and Thomas Andersson and Ylva Williams (Stockholm).

We owe a special thank you to Jennifer Vey for her broad and grounded contribution to the overall direction of the Metro Program's innovation district work over the past year and invaluable help on the individual innovation district profiles. Thank you to Alex Jones for his superb mapping and research talent; David Jackson for his excellent editing; Alec Friedhoff, Dan Essrow, and Han Nguyen for their impressive work on the native web product, and Jody Franklin for teaching us the meaning of "native web product" and helping to guide many aspects of this multi-layered work.

For their insightful reflections and continuous prodding, we extend our deepest thanks to Andy Altman, Dennis Frenchman, Theresa Lynch, and Thomas Osha.

For their helpful comments on early drafts of the paper, we thank Alan Berube, Jennifer Bradley, Chris Leinberger, Amy Liu, Mark Muro, and Rob Puentes.

On behalf of the entire Metropolitan Policy Program, we also thank Vicki Sant, Comcast, the Kresge Foundation, Lennar Urban, the Rockefeller Foundation, the Charles Stewart Mott Foundation, and the New Economy Initiative of Southeast Michigan for their support of our innovation districts work. Finally, we thank the Metropolitan Leadership Council, a network of individual, corporate, and philanthropic investors that provide the Metro Program with financial support and true intellectual partnership.

CAMBRIDGE: KENDALL SQUARE

Anchor Plus Model



Anchored by the Massachusetts Institute of Technology (MIT), and connected by transit to Harvard, Mass General and other research and medical institutions, Cambridge's Kendall Square is today's iconic innovation district.

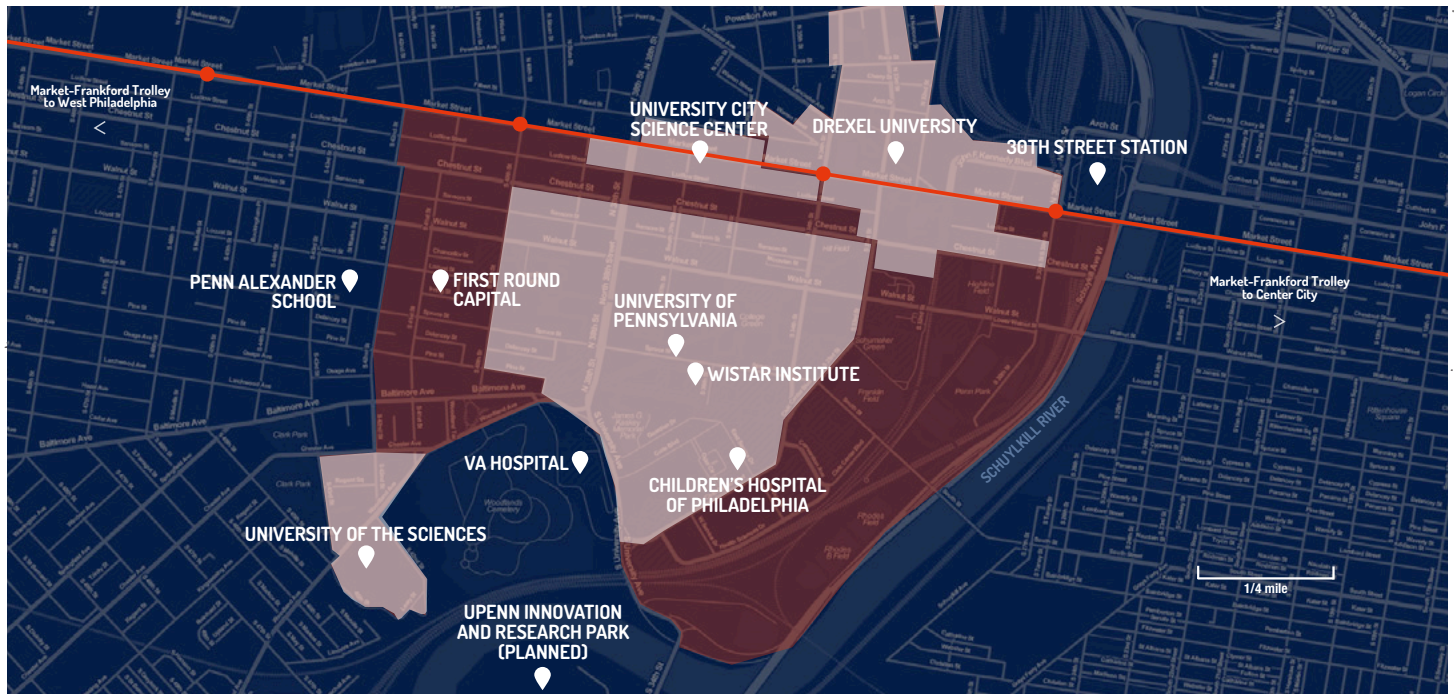
Since its founding in 1861, MIT has emphasized university/industry partnerships and the commercialization of ideas. Starting in the 1950s, the university has actively deployed university-owned land to support this goal. In the last two decades, this strategy has helped catalyze growth of a nationally significant life sciences/pharmaceutical cluster. It has also spurred the development of hundreds of small firms and attracted several major technology companies.

The Cambridge Innovation Center (CIC), founded in 1999 and housed in an MIT-owned building, is a good example of the interplay between the university and private sector. An independent organization, CIC has helped develop the modern concept of co-working while encouraging entrepreneurs and start-ups in its high quality environment. Firms at CIC have attracted billions of dollars of seed funding and later-stage investment.

Making Kendall Square a dynamic residential district with associated amenities is now a focus in Cambridge. Since 2005 nearly 1,000 new housing units have been built in the area, as well as many new restaurants and retail outlets.

PHILADELPHIA: UNIVERSITY CITY

Anchor Plus Model



Home to the University of Pennsylvania, Drexel University, University of the Sciences and Children's Hospital of Philadelphia, University City is leveraging its assets in teaching, research, and medicine to become a hub of innovation and entrepreneurship.

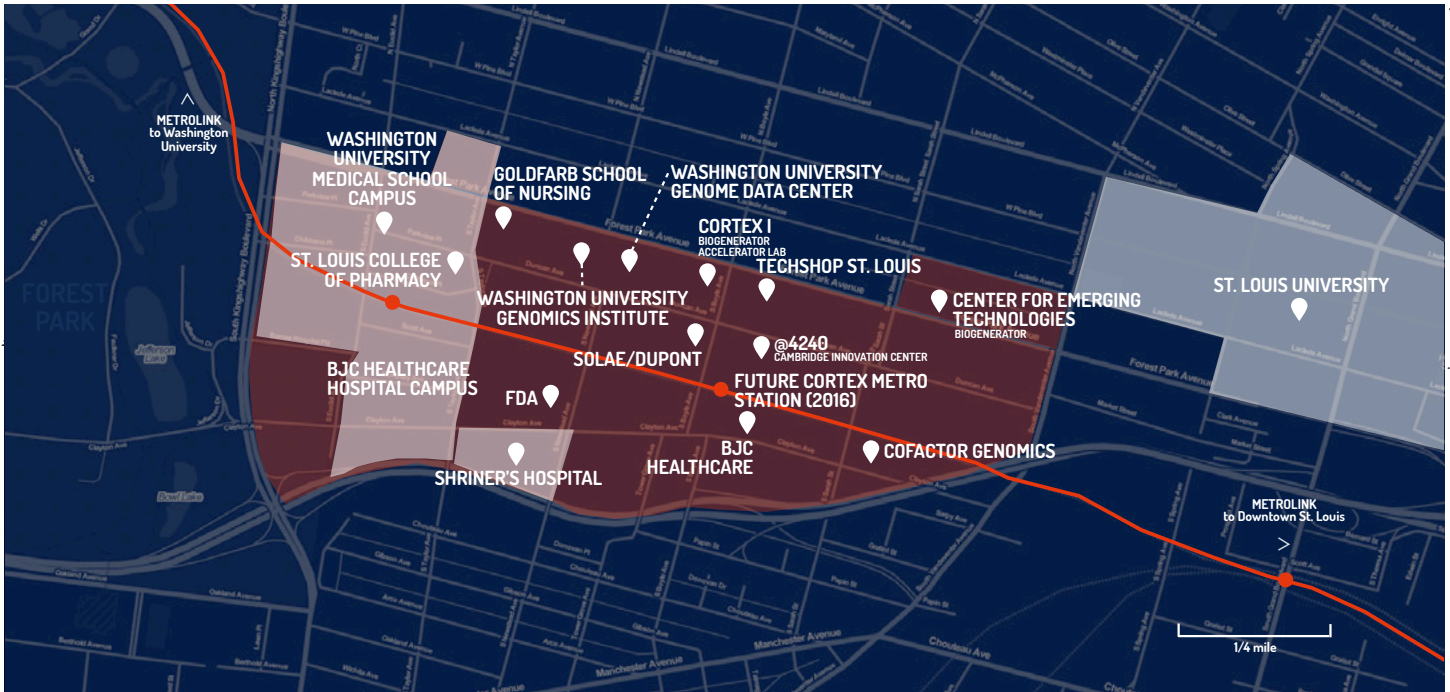
The University City Science Center is a driving force behind this evolution. Founded in 1963 as the nation's first urban research park, today it comprises 31 member institutions throughout Pennsylvania, New Jersey, and Delaware. Penn Medicine is anchoring the newest UCSC building, and Drexel has opened its ExCITe Center and (in partnership with UCSC) a tech incubator in the area. Both are part of Drexel's Innovation Neighborhood project, which extends to

30th Street Station. All told, UCSC's 17-acre campus houses 2.5 million square feet of office and lab space, with business incubation, networking opportunities, and support services for a cluster of emerging and established companies in life sciences, nanotechnology, IT and other sectors.

University City's leaders are actively engaging with nearby neighborhoods. Drexel helped win a federal "Promise Zone" designation to revitalize Mantua, just north of the area. Penn and Drexel have also championed public education: Penn built and helps operate a nearby pre K-8 school, and Drexel is exploring a similar endeavor.

ST. LOUIS: CORTEX

Anchor Plus Model



The Cortex Innovation Community (Cortex) aims to make the core of St. Louis a platform for commercialization and entrepreneurship and “a lively setting for work, play and living.”

Cortex was formed in 2002 by a consortium of anchor institutions, which pooled local institutional and philanthropic funds with state tax credits and city resources: The goal is to transform a 200-acre corridor between St. Louis University, Washington University Medical School, and Barnes Jewish Hospital into a vibrant urban community and a center of research and enterprise, building on the city’s base of world-renowned plant and life sciences research.

Several pieces of the strategy are already taking shape. Cortex is aggressively working to build a cluster of innovation centers to attract investment and stimulate entrepreneurial growth. The founding of the BioGenerator (a sophisticated accelerator) has helped close the funding gaps challenging dozens of local startups.

The Cortex West Redevelopment Corporation, the city-designated master developer of the area, has also sparked 1.5 million square feet of office and research space, housing, infrastructure, and retail, leveraging \$500 million in public, private, and civic capital and creating 2,850 direct jobs to date; over 10,000 jobs are projected upon completion of the \$2 billion buildout.

DETROIT: DOWNTOWN, MIDTOWN

Anchor Plus Model



After decades of well-documented economic decline and population loss, Detroit intends to build on the assets of its Downtown and Midtown core by designating the area as an innovation district.

Current market momentum in the area reflects years of investment by dozens of public, private, and philanthropic organizations. Corporate relocations—most notably the headquarters of Quicken Loans—have fueled a downtown renaissance, sparking the growth and attraction of IT and other firms as well as the expansion of housing and retail. Midtown's resurgence can largely be attributed to anchor-driven expansions and focused efforts to restore the urban fabric. Today, the entire 4.3 square mile area comprises just

3.1 percent of the city's land area—yet it has nearly 55 percent of the city's jobs, and 11 percent of its business establishments. The soon-to-be built M-1 street-car line will both serve and boost this activity.

The Detroit Innovation District (DID) is officially designated by the city, supported by the state, and governed by stakeholders from anchor institutions, the private and civic sectors. The District represents Detroit's best potential to grow population and jobs in a way that both stimulates innovation and brings real value to residents and neighborhoods.

SEATTLE: SOUTH LAKE UNION

Re-Imagined Urban Area



The rapid revitalization of South Lake Union (“SLU”)—from a run-down, low-rise warehouse district a mere decade ago to a vibrant, mixed-use engine of housing, transit and global technology and life science firms today—stands out as one of the most dramatic urban transformations in the United States.

The transformation has been spearheaded by Vulcan Real Estate, a company owned by Microsoft co-founder Paul Allen. In the aftermath of a failed referendum to approve a public park, Vulcan began to assemble distressed properties in the area. In the early 2000’s, it persuaded the University of Washington to locate its medical and bioscience campus in SLU. UW and

the existing Fred Hutchinson Cancer Research Center fueled the growth of health care and life science firms. In the late 2000s, Amazon decided to locate its global headquarters in SLU, accelerating growth in not only housing and retail but also entrepreneurial businesses.

The growth of SLU has been marked by a close public/private partnership—including key public investments to build transit, fix congestion, and enhance energy—as well as extensive engagement of local neighborhoods and residents. Growth has been iterative and incremental and built on trust and collaboration.

BOSTON: INNOVATION DISTRICT

Re-Imagined Urban Area



In 2010, former Boston Mayor Tom Menino outlined a bold vision for a Boston Innovation District, arguing, “There has never been a better time for innovation to occur in urban settings”

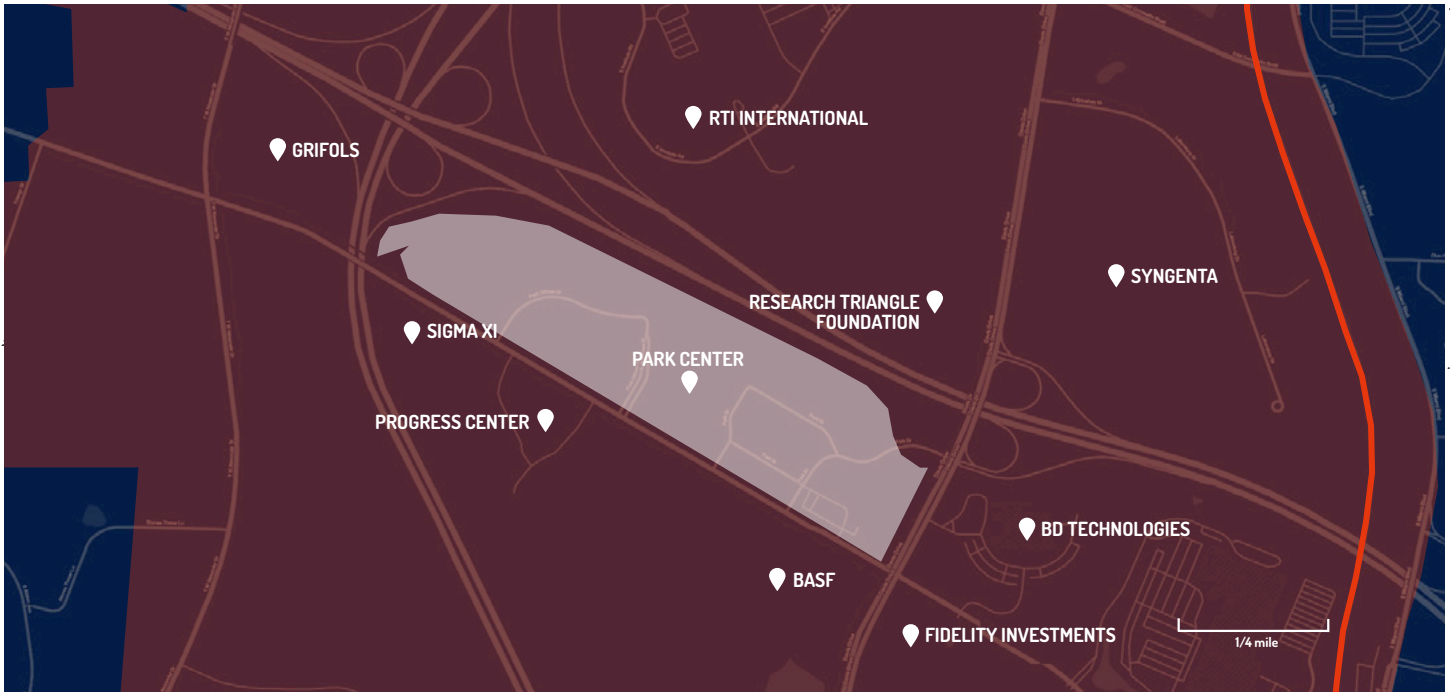
Reconnected to the city with the “Big Dig” and Boston Harbor Cleanup projects, Boston’s once-isolated Seaport is transforming into a hub of innovation and entrepreneurship. While lacking a world-class research engine or an established cluster of firms, a powerful regional knowledge base combined with good infrastructure provided a strong foundation for growth. Since designation, more than 200 technology, life science and other companies have moved into the District, adding over 6,000 jobs.

Several unique assets have helped to create what is now a dynamic, collaborative environment. MassChallenge, the world’s largest startup accelerator, provides shared office space and no-strings attached grant financing to startup firms from around the globe. District Hall is the world’s first public innovation building, providing civic gathering space for the innovation community. And Factory 63 is an experiment in “innovation” housing, offering both private micro apartments and public areas for working, socializing, and events.

Success has wrought growing concerns about affordability. Private investment is expected to add thousands of housing units over the next few years.

RALEIGH-DURHAM: RESEARCH TRIANGLE PARK

Urbanized Science Park



Recognizing that the 20th century model of sub-urban science parks demands an update, Research Triangle Park (RTP) leaders are working to urbanize portions of the 7,000 acre park and its environs.

Hailed as a center of innovation since the late 1960s, by the mid-2000s RTP stakeholders became concerned that the park's sprawling structure and closed research environment could hinder its long term success. In response, in 2012 the RTP foundation released a new 50-year master plan for physically remaking the area, with the purpose of both enticing workers to live nearby, and keeping and attracting firms that want to benefit from the "random collisions" that density and open innovation offer. "Many,

of today's knowledge workers expect amenities and opportunities to connect and share ideas in a socially dynamic setting," the plan observes. "The independent campuses at RTP, mostly hidden behind trees, do not reflect this trend."

Build-out of the urbanization plan will begin with Park Center, a nearly 100 acre site at the heart of RTP that will be redeveloped to include high-density residential and mixed-use buildings. RTP is also advocating for a new commuter rail system that would connect the park to the downtowns of Raleigh and Durham.

Endnotes

1. Anchor institutions are research universities and research-oriented medical hospitals with extensive R&D.
2. Select excerpts come from the recent book, *The Metropolitan Revolution*, co-authored by Bruce Katz and Jennifer Bradley.
3. Pete Engardio, "Research Parks for the Knowledge Economy," *Bloomberg Businessweek*, June 1, 2009.
4. See Christopher Leinberger and Mariela Alfonzo, "Walk this Way: The Economic Promise of Walkable Places in Metropolitan Washington DC" (Washington: Brookings Institution, 2012).
5. Michael Jaroff, Dennis Frenchman, Francisca Rojas, "New Century City Developments Creating Extraordinary Value" (Cambridge: Massachusetts Institute of Technology, 2009).
6. Mark Granovetter, "The Strength of Weak Ties," *American Journal of Sociology* 78 (6)(1973): 1360-1380.
7. Dennis Lower, President and CEO, Cortex
8. Tom Elfring and Willem Hulsink, "Networks in Entrepreneurship: the Case of High-technology Firms," *Small Business Economics* 21 (2003): 409-422.
9. Research Triangle Foundation of North Carolina, "Research Triangle Park: Master Plan" (2011).
10. Professor Etzkowitz, "Innovation in Innovation: The Triple Helix of University-Industry-Government Relations," *Social Science Information*: 3 (2003): 293-337.
11. Peter Hall, *Cities in Civilization: Culture, Innovation, and Urban Order* (London: Phoenix Giant, 1999).



About the Authors

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About the Metropolitan Policy Program at Brookings

Created in 1996, the Brookings Institution's Metropolitan Policy Program provides decision makers with cutting-edge research and policy ideas for improving the health and prosperity of cities and metropolitan areas including their component cities, suburbs, and rural areas. To learn more visit: www.brookings.edu/metro

BROOKINGS

RESOLUTION NO. _____

RESOLUTION AUTHORIZING AND APPROVING THE PLANNING OF AN INNOVATION DISTRICT, AUTHORIZING THE PREPARATION OF LAND USE STUDIES AND COMMUNITY DEVELOPMENT RECOMMENDATIONS, AND DIRECTING SUPPORTING ACTIONS BY THE OFFICERS, EXECUTIVE DIRECTOR, AND LEGAL COUNSEL OF THE AUTHORITY, HARRISON-WALNUT URBAN RENEWAL PLAN

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

WHEREAS, the Urban Renewal Plan was prepared under community guidance pursuant to a Mitigation Plan and Agreement with the Oklahoma Department of Transportation, the United States Department of Transportation, and The City of Oklahoma City to mitigate adverse impacts from the construction of I-235, to maximize investment and development throughout the area encompassed by the Urban Renewal Plan (“Urban Renewal Area”), and to assure cooperative efforts among the participants; and

WHEREAS, the redevelopment objectives in the Urban Renewal Area have been fostered by agreements with the Oklahoma Department of Transportation, adoption of the Oklahoma Health Center Economic Development Project Plan, as amended (“Project Plan”), and partnerships with key public and private not-for-profit entities, including the Presbyterian Health Foundation; and

WHEREAS, pursuant to the Urban Renewal Plan and the Project Plan, the Authority and the Presbyterian Health Foundation entered into redevelopment agreements for the development of the Presbyterian Health Foundation Research Park (“Research Park”), in order to accelerate the development of Oklahoma’s bioscience economy (“Redevelopment Agreement”); and

WHEREAS, the Research Park was transferred to the University of Oklahoma, with the approval of the Authority and the Oklahoma City Redevelopment Authority, a public trust; and

WHEREAS, the transfer of the Research Park to the University of Oklahoma created a new opportunity to nourish the bio-science mission and to enhance the potential for new business development stimulated by research and innovation; and

WHEREAS, the Board of Commissioners authorized and directed the organization, participation, and implementation of a coalition to further support development pursuant to the Project Plan (“Coalition”); and

WHEREAS, pursuant to that authorization, the Coalition has been formed, with broad participation from key research, business, public, private, and non-profit entities, including the Oklahoma Health Center Foundation, the Oklahoma Center for the Advancement of Science and

Technology, the University of Oklahoma Health Sciences Center, the University Hospitals Trust, i2E, the Oklahoma Medical Research Foundation, the Presbyterian Health Foundation, the Oklahoma City Economic Development Trust, the Greater Oklahoma City Chamber of Commerce, as well as the Authority and the Oklahoma City Redevelopment Authority; and

WHEREAS, the Authority has approved a Contact for Sale of Land and Redevelopment Agreement with General Electric Corporation for development of the GE Global Research Oil and Gas Technology Center; and

WHEREAS, the Coalition's participants have unanimously concluded that the mission of the Coalition should embrace the GE Global Research Oil and Gas Technology Center and other research efforts that offer technology transfer and applied technology opportunities for commercialization; and

WHEREAS, at the invitation of the Coalition, the GE Global Research Oil and Gas Technology Center has offered to participate in the Coalition; and

WHEREAS, the Coalition has also unanimously determined that the State of Oklahoma and the City have available the key ingredients for a regional innovation district, including economic, educational, institutional, organizational, entrepreneurial, and public assets to create an urban area where ideas and knowledge can be transferred quickly and easily, due to proximity and connectivity; and

WHEREAS, an innovation district is a geographic area where leading-edge anchor institutions and companies cluster and connect with start-ups, business incubators, and accelerators, and which is physically compact, transit-accessible, and technologically advanced; and

WHEREAS, it is appropriate and desirable support the creation of a regional innovation district to further implement the Project Plan and the Urban Renewal Plan.

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

1. The planning, organization, participation, and support for the creation and implementation of a regional innovation district is hereby authorized and approved.
2. The Officers, Executive Director, and Legal Counsel of the Authority are authorized and directed to support collaborative efforts to create an updated land use and redevelopment plan for the Urban Renewal Area, including specifically areas adjacent to and surrounding the research anchors and institutions for the proposed regional innovation district.
3. The Officers, Executive Director, and Legal Counsel of the Authority are authorized and directed to assist in the development and implementation of strategies to cultivate innovation, accelerate the commercialization of research, and

support the creation and expansion of new and existing businesses.

4. A primary objective of land use and redevelopment planning shall be to build upon and integrate the physical and economic assets of the area in order to create an environment with the connections, transportation, and amenities to foster innovation. The effort shall take into account the market potential for new mixed-use, residential, commercial, and institutional development and shall seek to create a vibrant public realm to strengthen connectivity within the district as well as between the district and the surrounding community.
5. A primary objective of economic strategies shall be to create mechanisms and relationships to support and sustain the transfer of the research being undertaken by participants in the innovation district effort, relying heavily on the efforts of major institutional assets, which include the University of Oklahoma, the GE Global Research Oil and Gas Technology Center, and the Oklahoma Medical Research Foundation, utilizing market studies as a guide to focus the program, to enhance financing opportunities for the commercialization efforts, and to provide enterprise incubation facilities.
6. The Chairman and/or Vice Chairman of the Authority are authorized to represent the Authority and to chair the land use planning and community development action group in support of the planning and implementation of the innovation district. The Executive Director of the Authority is authorized and directed to act as the executive officer of the action group to create an updated land use and redevelopment plan for the area. The General Counsel and/or Associate General Counsel are authorized and directed to provide assistance for the innovation district undertaking, including provision of legal advice, financing strategies, and appropriate documentation and other planning support.
7. Proposed agreements for planning studies, market studies, draft land-use plans and recommendations, proposed participation agreements, and other action items for implementation of a proposed innovation district shall be presented to the Board of Commissioners for consideration and action, as appropriate.

ADOPTED and APPROVED by the Board of Commissioners of the Oklahoma City Urban Renewal Authority this 4th day of November, 2014.

I, _____, Secretary of the Board of Commissioners for the Oklahoma City Urban Renewal Authority, certify that the foregoing Resolution No. _____ was duly adopted at a **special** meeting of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, held at its offices at 105 N. Hudson, Suite 101, Oklahoma City, Oklahoma 73102, on the **4th** day of **November, 2014**; 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)

OKLAHOMA CITY

URBAN

RENEWAL

AUTHORITY

To: Board of Commissioners
From: Catherine O'Connor, Executive Director
Date: November 04, 2014
Ref: A Resolution of the Oklahoma City Urban Renewal Authority Approving the Northeast Renaissance Urban Renewal Plan

Background: On July 29, 2014, a large portion of northeast Oklahoma City centered at Northeast 23rd Street and Martin Luther King Avenue was declared “blighted” by the Oklahoma City Council after the reviewing a study showing the area is struggling with high unemployment and crime, plummeting home ownership, unsafe conditions and crumbling buildings and infrastructure. As a result, the Oklahoma City Urban Renewal Authority (“Authority”) staff has been working with The City of Oklahoma City to create a new urban renewal area, the Northeast Renaissance Urban Renewal Plan (“Plan”). The adoption of this Plan will allow a large geographic area of northeast Oklahoma City to have access to planning, redevelopment, and financing tools to assist in residential and commercial redevelopment. A draft of the Plan was introduced September 17, 2014 at the Authority meeting. It is the intention that the Plan will be approved and adopted by The City of Oklahoma City before the end of the 2014 year.

Purpose of Agenda Item: To authorize a resolution approving the creation of the Northeast Renaissance Urban Renewal Plan

Recommendation: Approval of Resolution

Attachment: Urban Renewal Plan

RESOLUTION NO. _____

**A RESOLUTION OF THE OKLAHOMA CITY URBAN RENEWAL AUTHORITY
APPROVING THE NORTHEAST RENAISSANCE URBAN RENEWAL PLAN**

WHEREAS, the Oklahoma City Urban Renewal 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, in connection with the comprehensive (general) plan of The City of Oklahoma City, plans for redevelopment, rehabilitation and conservation may be recommended by the Board of Commissioners of the Oklahoma City Urban Renewal Authority to The City of Oklahoma City for undertaking projects in accordance with the Oklahoma Urban Redevelopment Law; and

WHEREAS, there was presented to this meeting of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, for its consideration and approval, a proposed urban renewal plan pursuant to the Oklahoma Urban Redevelopment Law entitled the Northeast Renaissance Urban Renewal Plan, dated the 15th day of October, 2014 (“Urban Renewal Plan”); and

WHEREAS, the proposed Urban Renewal Plan has been prepared at the request of The City of Oklahoma City and its approval has been recommended by the planning staff of The City of Oklahoma City; and

WHEREAS, the area is to be redeveloped under the Urban Renewal Plan to create and sustain a vibrant urban neighborhood in accordance with ~~planokc~~, the new comprehensive plan being prepared by The City of Oklahoma City with its long-range development policies encouraging strong and sustainable communities; and

WHEREAS, 11 O.S. §38-101, *et seq.*, provides the procedure for adopting an urban renewal plan; and

WHEREAS, in accordance with the procedure, the Board of Commissioners of the Oklahoma City Urban Renewal Authority hereby determines that the proposed Urban Renewal Plan is desirable in order to accomplish redevelopment of a large blighted area in northeast Oklahoma City; and

WHEREAS, the Authority finds it appropriate and desirable to submit the Urban Renewal Plan to The City of Oklahoma City for approval in accordance with the Oklahoma Urban Redevelopment Law.

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

1. The Urban Renewal Plan is hereby determined to be desirable and is approved for submission to The City of Oklahoma City in accordance with applicable law. The Chairman of the Authority is hereby directed to file a certified copy of the Urban Renewal Plan with the minutes of this meeting in the records of the Authority.
2. The Northeast Renaissance Urban Renewal Plan complies with the laws of the State of Oklahoma.
3. The Executive Director of the Authority is directed to submit the Urban Renewal Plan to the Planning Commission of The City of Oklahoma City for its consideration, review and findings as required by law, and is further directed to file the Urban Renewal Plan with the City Clerk of The City of Oklahoma City.

ADOPTED and APPROVED by the Board of Commissioners of the Oklahoma City Urban Renewal Authority this 15th day of October, 2014.

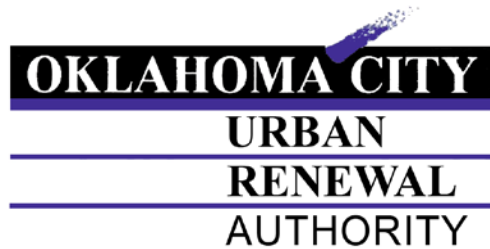
I, _____, Secretary of the Board of Commissioners for the Oklahoma City Urban Renewal Authority, certify that the foregoing Resolution No. _____ was duly adopted at a **special** meeting of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, held at its offices at 105 N. Hudson, Suite 101, Oklahoma City, Oklahoma 73102, on the 4th day of **November, 2014**; 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)

Northeast Renaissance Urban Renewal Plan

The City of Oklahoma City
Oklahoma City Urban Renewal Authority



November 4, 2014

NORTHEAST RENAISSANCE URBAN RENEWAL PLAN

I. Description of Project

a. Background and Purpose

This Northeast Renaissance Urban Renewal Plan (“Plan”) is prepared and adopted pursuant to the Oklahoma Urban Redevelopment Law, 11 O.S. 38-101, et seq. (“Act”). It creates a new urban renewal area adjacent to and north of the existing John F. Kennedy Urban Renewal Area, OKLA. R-35, created pursuant to the adoption of the John F. Kennedy Urban Renewal Plan in 1966 and subsequently amended (“JFK Plan”). The adoption of this Plan will allow a larger geographic area of northeast Oklahoma City to have access to planning, redevelopment, and financing tools to assist in residential and commercial redevelopment. Together, the two plans can better achieve the shared goals of community revitalization. Additionally, tools provided by the Act, coupled with appropriate financing support, will facilitate job creation, public infrastructure upgrades, and parks and open space enhancements.

Concurrent with the preparation of this Plan, a new Comprehensive Plan (entitled **planokc**) is being prepared by The City of Oklahoma City (“The City”). It is the intent of this Plan to conform to the vision of the Comprehensive Plan. **Planokc** envisions the redevelopment of blighted properties and vacant land in the neighborhoods embraced within the Plan to encourage a strong and sustainable community.

b. Urban Renewal Area Map

The Urban Renewal Area Map is attached as Exhibit 1. The Urban Renewal Area contains approximately 1,691 acres.

c. Legal Description of Urban Renewal Area

The Urban Renewal Area is located in The City of Oklahoma City, Oklahoma County, State of Oklahoma, and is specifically described on Exhibit 2.

d. Eligibility for Redevelopment

The Urban Renewal Area is a blighted area within the meaning of the Act. The Blight Study, attached hereto as Exhibit 3, details the blighting conditions that exist in the Urban Renewal Area. An Existing Land Use Map is attached as Exhibit 4. The Urban Renewal Area is also both an enterprise area and reinvestment area within the meaning of the Oklahoma Local Development Act, 62 O.S. §850, et seq.

e. Plan Objectives

The Plan will be undertaken as approved and authorized by The City. The principal activities will consist of acquisition as authorized by this Plan and/or appropriate action of The City and redevelopment of existing structures and upon vacant properties.

Administrative implementation, planning activities, developer outreach and recruitment for real estate redevelopment, job creation activities, and acquisition and disposition of property will be provided by the Oklahoma City Urban Renewal Authority (“OCURA”).

The primary development and redevelopment objectives of the Plan are to:

- i. Provide economic development tools to assist in the revitalization of the neighborhoods within the Urban Renewal Area.
- ii. Stimulate the redevelopment of existing residential and commercial properties.
- iii. Stimulate new residential and commercial construction.
- iv. Stimulate job creation through reinvestment.
- v. Promote a wide array of affordable and market rate housing options.
- vi. Upgrade roadway, sidewalk, and utility infrastructure.
- vii. Improve and potentially expand park, open space, and community gathering places.
- viii. Elevate the quality of building and urban design.
- ix. Address any environmental conditions impacting redevelopment and public health through identification and remediation.
- x. Improve the economic viability of commercial corridors throughout the Urban Renewal Area.
- xi. Assist in business retention and expansion.
- xii. Assist in land acquisition to create development parcels.
- xiii. Proactively recruit private reinvestment for key sites.
- xiv. Partner with the private and nonprofit sectors in support of revitalization activities.
- xv. Support consistent code enforcement for a clean and attractive area.
- xvi. Encourage environmental and green sustainability practices in building and land development.
- xvii. Support and reinforce adopted policies of The City outlined in the Comprehensive Plan, Zoning Code and other regulatory documents.

f. Types of Renewal Actions

- i. Rehabilitation, Conservation, and Neighborhood Preservation. Provide assistance to existing residential and commercial structures to facilitate property revitalization so that they can be brought up to standards compatible with objectives of this Plan and meet all applicable requirements of The City codes and ordinances in order to strengthen neighborhoods.
- ii. Infill Development and Redevelopment. Encourage and promote new construction on vacant parcels.
- iii. Land Acquisition and Clearance. Facilitate the acquisition of parcels and clearance of dilapidated structures to create individual and large tract assemblages to create redevelopment sites for private investment and to eliminate blight.
- iv. Proactive Developer Outreach and Recruitment. Identify key development sites and market to the development community.
- v. Offer Incentives for Real Estate Redevelopment and Job Creation. Through the use of tax increment financing (“TIF”) and other financing techniques, provide support through public/private agreements and partnerships to facilitate projects.

- vi. Coordinate with The City on needed public infrastructure and neighborhood amenity improvements related to redevelopment sites.
- vii. Coordinate with The City on any needed zoning, architectural or urban design standards that would enhance the redevelopment efforts.

II. Land Use Plan, Land Use Provisions, and Building Requirements

The Land Use Plan will be consistent with The City's Comprehensive Plan and the Land Use Provisions and Building Requirements in this section of the Plan.

a. Permitted Land Use Categories

Specific land uses will be controlled by applicable zoning approved by The City. The Land Use Plan Map is a general guide subject to specific adjustment and modification by The City without requiring an amendment of this Plan.

b. Specific Regulations, Controls, and Restrictions to Be Imposed by the Urban Renewal Plan on the Sale, Lease, or Other Disposition of All Real Property Acquired

In order to achieve the objectives of the Plan and in order to assist redevelopers in property renovation or new construction, OCURA, acting on behalf of The City, may subject property to be redeveloped to specific regulations and controls at the time of property disposition to reflect unique site conditions. Such specific regulations and controls may include, but are not limited to, floor area ratio, building coverage, height, setback, building envelope, open areas, off-street parking and loading, green building and land development technologies, and architectural design standards.

OCURA shall review the proposals and plans for redevelopment, and it shall prescribe such controls, regulations, restrictions and obligations in the redevelopment contract, deeds of disposition, and other related documents as it determines to be appropriate to carry out the objectives of the Plan.

c. Duration of Controls, Effective Date, and Renewal Provisions

Building requirements which are implemented by covenants in disposition or other documents shall be effective for the period provided in the redevelopment agreements and related documents specific to each development, but in any event until January 1 of the year 2039, unless otherwise extended by The City.

III. Project Authorizations

a. Implementation Authority

- i. The City shall provide overall policy direction and approvals as required under the Act, the Local Development Act, and applicable state law regarding development, redevelopment and financing activities. The City may make budgetary appropriations and undertake land acquisitions and dispositions as it deems necessary and appropriate.

- ii. OCURA shall implement the Plan, particularly with respect to acquisition (including relocation and other related activities) and disposition activities necessary or appropriate to undertake the Plan in accordance with The City approvals and authorizations.
- iii. The City and OCURA are each authorized to utilize powers, funds, employees, consultants, and members to accomplish the objectives of the Plan to the extent permitted by law.
- iv. OCURA may devote properties acquired by it in the Urban Renewal Area, prior to the time such properties are needed for redevelopment purposes, to rental, lease or other continuation of present uses or to temporary uses, such as parking, relocation, or recreation, etc., in accordance with such standards, controls, and regulations as OCURA and/or The City may deem appropriate.
- v. The City shall be a beneficiary to all instruments and agreements incorporating land use provisions and building requirements, and shall be entitled to enforce such provisions by actions of law or in equity including suits for injunctions both prohibitive and mandatory.

b. Plan Implementation and Project Coordination

The Executive Director of OCURA shall be the Plan director. Implementation and coordination actions shall be directed by the Plan director and such staff, employees, officers, consultants, and members of The City, City-beneficiary trusts, and OCURA as may be necessary and appropriate.

Effective implementation of this Plan requires on-going coordination among OCURA, The City, certain City-beneficiary trusts, and other offices and entities responsible for a range of activities in the area. OCURA may use The Alliance for Economic Development of Oklahoma City (“The Alliance”) as its consultant to assist it in coordinating these activities; provided, however, that such arrangements are consistent with the Act. Public benefits, such as public improvements and financial assistance (including TIF), should be conferred in a manner that leverages quality private development consistent with The City’s development and redevelopment objectives, as reflected in this Plan and the Comprehensive Plan. Whenever possible, development agreements shall be used to ensure that public resources generate corresponding private development. The legal powers granted to OCURA under the Act make it the appropriate lead entity to assist The City in generating private development in the area.

Effective implementation of this Plan also requires on-going public outreach and community engagement. OCURA may use The Alliance as its consultant to assist in these activities to the extent allowed by law. Whenever possible, OCURA shall facilitate and promote the involvement of minority developers, developers who reside or whose business is based in the Urban Renewal Area or the JFK Plan area. OCURA shall use its best reasonable efforts to create a self-sustaining development community in the area, including through education, professional training and development, and other policies tailored to the specific needs of the area.

c. Authorization for Land Acquisition and Disposition.

- i. 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.
- ii. Limitations. Notwithstanding anything to the contrary above, the following provisions shall limit OCURA’s power to acquire property by eminent domain:
 - a. Under no circumstances may OCURA exercise the power of eminent domain to acquire property owned by a church or other religious institution if the property is currently and actively used as a church, mosque, synagogue or other house of worship.
 - b. OCURA may not exercise the power of eminent domain to acquire any owner-occupied home unless the Board of Commissioners of OCURA determines that the property is necessary for public use as defined in Section III.c.i.b., above, or that the property is blighted and acquisition is necessary to remove the blighting conditions.

d. Owner Participation Agreements

OCURA may enter into owner participation agreements with the owners of record of property within the Urban Renewal Area if it determines it feasible and finds that the owner is financially and otherwise qualified to participate in the redevelopment of the area. Wherever practicable, OCURA shall enter into agreements with the owners of record of properties receiving substantial benefit from public improvements and other public investment, such as infrastructure, parks or other public spaces, and transit. An owner participation agreement shall provide that the owner agrees to carry out the purposes of this Plan and shall contain provisions deemed by OCURA to be necessary or desirable to

assist in preventing the development or spread of blight or to otherwise carry out the purposes of the Act. An owner participation agreement shall be consistent with and make requirements similar to the conditions imposed in agreements for land disposition.

e. Exclusion of Certain Properties from Acquisition

OCURA may expressly exclude certain properties from acquisition where it is determined by the Board of Commissioners that doing so is in the best interests of achieving the objectives of the Plan.

f. Reports to The City

OCURA shall provide to The City upon request periodic reports detailing activities undertaken by OCURA in the Urban Renewal Area.

g. Redevelopers' Obligations

Redevelopment of property in the Urban Renewal Area shall be made subject to the redevelopment requirements specified by OCURA. The purpose of such redevelopment requirements is to assure the redevelopment of the area will conform to the planning and design objectives of the Plan. It is therefore the obligation of all redevelopers not only to comply with these requirements, but also to familiarize themselves with the Plan and to prepare development or redevelopment proposals which are in harmony with the Plan. All such proposals will be subject to design review, comment, and approval by OCURA prior to disposition and prior to commencement of construction.

The redeveloper will be obliged, under the terms of the disposition instrument, to carry out certain specified improvements, in accordance with the Plan, within a reasonable period of time as set forth in the contract or agreement. The redeveloper will not be permitted to dispose of property until the improvements are completed, without the prior written consent of OCURA, which consent will not be granted except under conditions that will prevent speculation and protect the interests of The City and OCURA.

h. Underground Utility Lines

When required by OCURA, utility distribution lines, whether public or private, shall be placed underground.

i. Modification of the Plan

This Plan may be modified as provided by state law as now in effect or as it may hereafter be amended.

j. Planning and Zoning

The City's current and future land use and zoning regulations at the time of adoption of the Plan shall be implemented and supplemented by any additional standards that OCURA may determine necessary to redevelop a particular site.

IV. Property Disposition

a. Methods

Property disposition pursuant to this Plan may be accomplished by methods which comply with the laws of the State of Oklahoma.

b. Procedures for Contracts

- i. **Applicability.** OCURA shall comply with the following procedures when it proposes to enter into contracts or agreements with respect to property or the redevelopment thereof for residential, recreational, commercial, industrial, other uses, or for public uses, other than for retention of property for public use, in accordance with the Plan. The procedure below will apply until such time as The City adopts and approves procedures by ordinance, resolution, or otherwise, which are intended to supersede these provisions.
- ii. **Obligations to be Imposed.** OCURA shall require the purchaser or redeveloper to devote the property to the uses provided in this Plan and agrees to development in accordance with the Plan.
- iii. **Notice.** Prior to entering into any agreement for land disposition to a private purchaser or any agreement for private redevelopment, OCURA shall give at least ten (10) days' notice by publication in a newspaper of general circulation in Oklahoma City, which notice shall state the address and office hours of OCURA, recite that OCURA is considering a proposal to enter into an agreement for disposal of land and/or private redevelopment, containing the name of each proposed redeveloper, and setting forth a description of the land involved. The terms of the proposal shall be available for public inspection at the office of OCURA.
- iv. **Approval.** Approval of any contacts, agreements, or disposition of land, land use, or redevelopment of land pursuant to negotiation shall be pursuant to a public meeting of OCURA. Ten (10) days' notice of such meeting shall be given by publication in a newspaper of general circulation in Oklahoma City, which notice shall specify the time and place of the meeting, the nature of the agreement to be approved, and the proposed purchaser or redeveloper. Such notice may be combined with the notice referred to in Section IV.b.iii. above.

c. Assistance in Development Financing

OCURA and/or an appropriately designated City-beneficiary trust may provide assistance in development financing and incur costs in connection therewith as permitted by Article 10, §6C of the Oklahoma Constitution, the Act, and the Local Development Act.

V. Project Financing Plan

Implementation and financing of the Plan will be phased as projects are identified. The scope, complexity, and execution times of the many projects and activities required to achieve the objectives of this Plan dictate such an implementation and financing method. The Plan will be undertaken in conjunction with other local and state economic development and redevelopment tools and programs, including the Local Development Act and the Oklahoma Local Development and Enterprise Zone Incentive Leverage Act, 62 O.S. §840, et seq. New developments pursuant to this Plan are anticipated to generate tax increments which may be utilized to pay authorized costs.

Authorized costs for the redevelopment activities may be provided by but are not limited to the following:

- a. Capital improvement bonds.
- b. Appropriations by The City.
- c. Expenditures by OCURA.
- d. Apportioned tax increments.
- e. Project revenues.
- f. Other authorized sources.

VI. Relocation Plan

While acquisition of property is anticipated to be limited, OCURA shall carry out any required relocation activities in accordance with 11 O.S. §38-108(8) of the Act, this Plan, and the Policies and Procedures for Residential and Commercial Acquisition and Relocation Services of The City of Oklahoma City and the Oklahoma City Urban Renewal Authority, as adopted and amended from time to time ("Policies"), in order to provide a feasible method for the relocation of any individuals or businesses displaced by its actions into decent, safe, and sanitary accommodations within their means and without undue hardship to such families and businesses. The City may direct further benefits and financial assistance in a manner that is clear, uniform and nondiscriminatory, in addition to the relocation assistance offered through the Policies.

Households and individuals will be relocated upon discovery of at least one comparable, replacement dwelling and the offer of its availability to each subject household or individual. Businesses will be relocated or compensated in a uniform manner as set out in the Policies.

OCURA will provide reasonable notice to relocatees of all relocation actions as set out in the Policies. Likewise, appeals procedures shall be provided to all those to be relocated or displaced. OCURA shall perform ongoing monitoring of all relocation or displacement activities, including adequate records keeping, site occupants' needs and concerns, counseling and advisory services, dwelling or relocation sites' discovery procedures and inspection procedures for sites, claims processing, appeals processing and other such activities.

Relocation activities shall be reviewed periodically to assure compliance with applicable laws and policies.

EXHIBIT 1: NE Renaissance Urban Renewal Plan: Urban Renewal Area Map

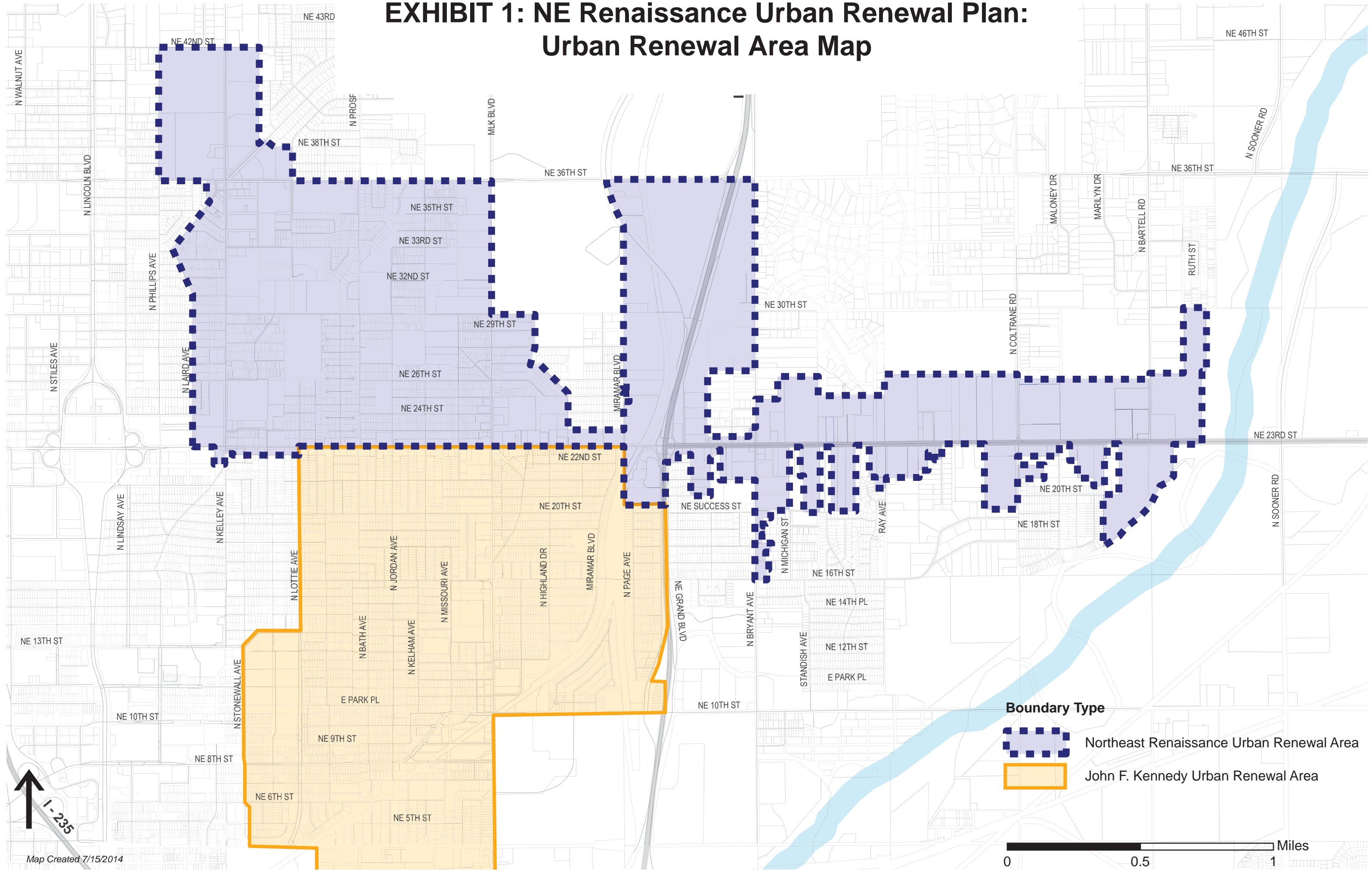


EXHIBIT 2

LEGAL DESCRIPTION Northeast Renaissance Urban Renewal Area Boundary

A tract of land being a portion of Sections Fourteen (14), Fifteen (15), Twenty-two (22), Twenty-three (23), Twenty-four (24), Twenty-five (25), Twenty-six (26) and Twenty-seven (27) all in Township Twelve (12) North, Range Three (3) West of the Indian Meridian, Oklahoma City, Oklahoma County and being a portion of Sections Nineteen (19), Twenty (20), Twenty-nine (29) and Thirty (30), all in Township Twelve (12) North, Range Two (2) West of the Indian Meridian, Oklahoma City, Oklahoma County, Oklahoma, being more particularly described as follows:

BEGINNING at the intersection of the West right-of-way line of N. Laird Avenue and the South right-of-way line of N.E. 23rd Street, said point being the POINT OF BEGINNING;

THENCE North and Northwest (NW) along and with the West right-of-way line of N. Laird Avenue to the Northwest right-of-way line of Spring Lake Drive;

THENCE Northeast along and with the Northwest right-of-way line of Spring Lake Drive to the Southernmost Corner of Lot Nine (9) of Block B as shown on the recorded plat Park Terrace Addition;

THENCE Northwest and North along and with the West line of Lot Nine (9) of Block B as shown on the recorded plat Park Terrace Addition to the South right-of-way line of N.E. 36th Street;

THENCE West along and with the South right-of-way line of N.E. 36th Street to the West right-of-way line of Phillips Avenue;

THENCE North along and with the West right-of-way line of N. Phillips Avenue to the North right-of-way line of N.E. 42nd Street;

THENCE East along and with the North right-of-way line of N.E. 42nd Street to the extended East line of the Northwest Quarter (NW/4) of the Northwest Quarter (NW/4) of the Southwest Quarter (SW/4) of Section Fourteen (14), Township Twelve (12) North, Range Three (3) West;

THENCE South along and with the extended East line of the Northwest Quarter (NW/4) of the Northwest Quarter (NW/4) of the Southwest Quarter (SW/4) of Section Fourteen (14), Township Twelve (12) North, Range Three (3) West to the Northwest (NW) Corner of Block Twelve (12) as shown on the recorded plat Park Estates;

THENCE South along and with the West line of Block Twelve (12) as shown on the recorded plat Park Estates to the North right-of-way line of Springlake Drive;

THENCE Northeast along and with the North right-of-way line of Springlake Drive to the extended South right-of-way line of N.E. 38th Street;

THENCE Southeast and East along and with the South right-of-way line of NE 38th Street to the East right-of-way line of Staton Drive;

THENCE South along and with the East right-of-way line of Staton Drive to the North right-of-way line of N.E. 36th Street;

THENCE East along and with the North right-of-way line of N.E. 36th Street to the East right-of-way line of N. Martin Luther King Avenue;

THENCE South along and with the East right-of-way line of N. Martin Luther King Avenue to the North right-of-way line of N.E. 30th Street;

THENCE East along and with the North right-of-way line of N.E. 30th Street to the East right-of-way line of Parkway (unimproved) as shown on the recorded plat Lyon 2nd Addition;

THENCE South along and with the East right-of-way line of Parkway (unimproved) as shown on the recorded plat Lyon 2nd Addition to the South right-of-way line of N.E. 28th Street;

Thence East along and with the South right-of-way line of N.E. 28th Street to the East right-of-way line of Granada Boulevard (unimproved) as shown on the recorded plat Lyon 2nd Addition;

THENCE Southwest along and with the East right-of-way line of Granada Boulevard (unimproved) as shown on the recorded plat Lyon 2nd Addition to the North right-of-way line of N.E. 27th Street;

THENCE East along and with the North right-of-way line of N.E. 27th Street to the extended Northeast right-of-way line of Normandy Street;

THENCE Southeast along and with the extended Northeast right-of-way line of Normandy Street to the North right-of-way line of N.E. 25th Street;

THENCE South along and with the East right-of-way line of Highland Drive to the North right-of-way line of Madison Street;

THENCE East along and with the North right-of-way line of Madison Street to the West right-of-way line of Miramar Boulevard;

THENCE North along and with the West right-of-way line of Miramar Boulevard approximately 462 feet;

THENCE East approximately 125 feet;

THENCE North approximately 134 feet;

THENCE West approximately 75 feet to the East right-of-way line of Miramar Boulevard;

THENCE North along and with the East right-of-way line of Miramar Boulevard approximately 32 feet;

THENCE East approximately 100 feet;

THENCE North approximately 134 feet;

THENCE West approximately 100 feet to the East right-of-way line of Miramar Boulevard;

THENCE North along and with the East right-of-way line of Miramar Boulevard to the East/West Quarter Section line of Section Twenty-four (24), Township Twelve (12) North, Range Three (3) West;

THENCE West along and with the East/West Quarter Section line of Section Twenty-four (24), Township Twelve (12) North, Range Three (3) West to the North/South Quarter Section line of Section Twenty-four (24), Township Twelve (12) North, Range Three (3) West;

THENCE North along and with the North/South Quarter Section line of Section Twenty-four (24), Township Twelve (12) North, Range Three (3) West to the East right-of-way line of Grand Boulevard;

THENCE Northwest along and with the East right-of-way line of Grand Boulevard to the South right-of-way line of N.E. 36th Street;

THENCE East along and with the South right-of-way line of N.E. 36th Street to the West right-of-way line of Bryant Avenue;

THENCE South along and with the West right-of-way line of Bryant Avenue to the North right-of-way line of N.E. 27th Street (unimproved);

THENCE West along and with the North right-of-way line of N.E. 27th Street (unimproved) to the East right-of-way line of Sycamore Avenue (unimproved);

THENCE South along and with the East right-of-way line of Sycamore Avenue (unimproved) to the South line of the 20 foot Alley in Block Three (3) as shown on the recorded plat Wails' 2nd Addition;

THENCE East along and with the South line of the 20 foot Alley in Block Three (3) as shown on the recorded plat Wails' 2nd Addition extended and the South line of the 20 foot Alley in Block Four (4) as shown on the recorded plat Wails' 2nd Addition to a point 10 foot West of the Northeast (NE) Corner of Lot Twenty-six (26) of Block Four (4) as shown on the recorded plat Wails' 2nd Addition;

THENCE North parallel to and 10 foot West of the extended East line of Lot Seven (7) of Block Four (4) as shown on the recorded plat Wails' 2nd Addition to the South right-of-way line of N.E. 24th Street;

THENCE East along and with the South right-of-way line of N.E. 24th Street to the West right-of-way line of Bryant Avenue;

Thence North along and with the West right-of-way line of Bryant Avenue approximately 571.6 feet;

THENCE East approximately 482 feet;

THENCE North approximately 416 feet;

THENCE East approximately 804 feet;

THENCE South approximately 336 feet;

THENCE East approximately 496 feet;

THENCE North approximately 187.88 feet;

THENCE Northeast to Southernmost Corner of Lot One (1) of Block Eight (8) as shown on the recorded plat South Forest Park Addition;

THENCE Southeast along and with the South line of the recorded plat South Forest Park Addition to the Westernmost Corner of Lot Two (2) of Block Seven (7) as shown on the recorded plat South Forest Park Addition;

THENCE Southwest approximately 16.97 feet;

THENCE South approximately 168.71 feet;

THENCE East to the Southeast (SE) Corner of Lot Three (3) of Block Five (5) as shown on the recorded plat South Forest Park Addition;

THENCE North along and with the East line of Block Five (5) as shown on the recorded plat South Forest Park Addition to the North line of the South Half (S/2) of the Southeast Quarter (SE/4) of Section Nineteen (19), Township Twelve (12) North, Range Two (2) West;

THENCE East along and with the North line of the South Half (S/2) of the Southeast Quarter (SE/4) of Section Nineteen (19), Township Twelve (12) North, Range Two (2) West to the East right-of-way line of Coltrane Road;

THENCE South along and with the East right-of-way line of Coltrane Road approximately 64 feet;

THENCE East to the East right-of-way line of Bartell Road;

THENCE North along and with the East right-of-way line of Bartell Road to the North line of the South Half of the Southeast Quarter (SE/4) of Section Twenty (20), Township Twelve (12) North, Range Two (2) West;

THENCE East along and with the North line of the South Half of the Southeast Quarter (SE/4) of Section Twenty (20), Township Twelve (12) North, Range Two (2) West approximately 610 feet;

THENCE North to the North line of the Southeast Quarter (SE/4) of Section Twenty (20), Township Twelve (12) North, Range Two (2) West;

THENCE East along and with the North line of the Southeast Quarter (SE/4) of Section Twenty (20), Township Twelve (12) North, Range Two (2) West approximately 426.6 feet;

THENCE South approximately 1331.13 feet;

THENCE West approximately 100 feet;

THENCE South to the South right-of-way line of N.E. 23rd Street;

THENCE West along and with the South right-of-way line of N.E. 23rd Street approximately 584 feet;

THENCE South approximately 693.83 feet;

THENCE Southwesterly approximately 113.15 feet;

THENCE Southwesterly approximately 195 feet;
THENCE Southwesterly approximately 205.95 feet;
THENCE Southwesterly approximately 13.92 feet;
THENCE Southwesterly approximately 181.99 feet;
THENCE Southwesterly approximately 260.90 feet;
THENCE Southwesterly approximately 401.35 feet;
THENCE Southwesterly approximately 211.70 feet;
THENCE Southwesterly approximately 187.60 feet;
THENCE Southwesterly approximately 203.20 feet;
THENCE Southwesterly approximately 21.32 feet to the East line of the recorded plat Day's Garden Addition;
THENCE North along and with the East line of the recorded plat Day's Garden Addition approximately 1028.9 feet;
THENCE East approximately 300 feet;
THENCE North to the South right-of-way line of N.E. 23rd Street;
THENCE West along and with the South right-of-way line of N.E. 23rd Street approximately 250 feet
THENCE South approximately 250 feet;
THENCE West approximately 50 feet;
THENCE South to the North line of the recorded plat Day's Garden Addition;
THENCE West along and with the North line of Day's Garden Addition approximately 190 feet;
THENCE North approximately 175 feet;
THENCE West approximately 330 feet;
THENCE North approximately 350 feet;
THENCE West approximately 165 feet;
THENCE North to the South right-of-way line of N.E. 23rd Street;
THENCE West to the East right-of-way line of Peachtree Street;

THENCE South along and with the East right-of-way line of Peachtree Street approximately 200 feet;

THENCE West to the East right-of-way line of Coltrane Road;

THENCE South along and with the East right-of-way line of Coltrane Road approximately 175 feet;

THENCE East approximately 471.5 feet;

THENCE South approximately 250 feet;

THENCE West to the West right-of-way line of Coltrane Road;

THENCE South along and with the West right-of-way line of Coltrane Road approximately 620 feet;

THENCE West approximately 610 feet;

THENCE North to the South right-of-way line of N.E. 23rd Street;

THENCE West along and with the South right-of-way line of N.E. 23rd Street to the East right-of-way line of Palomino Drive;

THENCE South along and with the East right-of-way line of Palomino Drive to the extended South line of Lot Twenty-two (22) as shown on the recorded plat Baggett's Re-Subdivision;

THENCE West along and with the extended South line of Lot Twenty-two (22) as shown on the recorded plat Baggett's Re-Subdivision to the Southwest (SW) Corner of Lot Twenty-two (22) as shown on the recorded plat Baggett's Re-Subdivision;

THENCE North along and with the West line of Lot Twenty-two (22) as shown on the recorded plat Baggett's Re-Subdivision approximately 141 feet;

THENCE West approximately 150 feet;

THENCE South approximately 341 feet;

THENCE West to the West line of Block One (1) as shown on the recorded plat Suburban Acres;

THENCE South along and with the West line of Block One (1) as shown on the recorded plat Suburban Acres approximately 171.4 feet;

THENCE West to the East right-of-way line of Ray Avenue;

THENCE South along and with the East right-of-way line of Ray Avenue approximately 212 feet;

THENCE West to the East line of Block One (1) as shown on the recorded plat Warrior Heights;

THENCE North along and with the East line of Block One (1) as shown on the recorded plat Warrior Heights to the Northeast (NE) Corner of Lot Eleven (11) of Block One (1) as shown on the recorded plat Warrior Heights;

THENCE West along and with the North line of Block One (1) as shown on the recorded plat Warrior Heights approximately 116 feet;

THENCE North to the South right-of-way line of N.E. 23rd Street;

THENCE West along and with the South right-of-way line of N.E. 23rd Street approximately 297 feet;

THENCE South to the North line of Block One (1) as shown on the recorded plat Warrior Heights;

THENCE West along and with the North line of Block One (1) as shown on the recorded plat Warrior Heights and the North line of Block One (1) as shown on the recorded plat Garden Oaks approximately 462 feet;

THENCE North to the South right-of-way line of N.E. 23rd Street;

THENCE West along and with the South right-of-way line of N.E. 23rd Street approximately 211.7 feet;

THENCE South to a point on the North line of the recorded plat Garden Oaks;

THENCE West along and with the North line of the recorded plat Garden Oaks and the North line of Block Five (5) as shown on the recorded plat Dykins Heights Addition approximately 330 feet;

THENCE North approximately 690 feet;

THENCE West approximately 65 feet;

THENCE North to the South right-of-way line of N.E. 23rd Street;

THENCE West along and with the South right-of-way line of N.E. 23rd Street approximately 220 feet to the West right-of-way line of Michigan Avenue (vacated);

THENCE South along and with the West right-of-way line of Michigan Avenue (vacated) to the North right-of-way line of N.E. 20th Street;

THENCE West along and with the North right-of-way line of N.E. 20th Street to the extended West line of Lot Eleven (11) Block Twelve (12) as shown on the recorded plat Dykins Heights Addition;

THENCE South along and with the West line of Lot Eleven (11) Block Twelve (12) as shown on the recorded plat Dykins Heights Addition to the Southwest (SW) Corner of said Lot Eleven (11) Block Twelve (12) as shown on the recorded plat Dykins Heights Addition;

THENCE West to the Northwest (NW) Corner of Lot Forty-six (46) Block Twelve (12) as shown on the recorded plat Dykins Heights Addition;

THENCE South along and with the West line of said Lot Forty-six (46) Block Twelve (12) as shown on the recorded plat Dykins Heights Addition to the North right-of-way line of 9 N.E. 19th Street;

THENCE East along and with the North right-of-way line of N.E. 19th Street to the extended East line of Lot Six (6) Block Eleven (11) as shown on the recorded plat Dykins Heights Addition;

THENCE South along and with the East line of said Lot Six (6) Block Eleven (11) as shown on the recorded plat Dykins Heights Addition to the Southeast (SE) Corner of said Lot Six (6) Block 11 as shown on the recorded plat Dykins Heights Addition;

THENCE West to the Northwest (NW) Corner of Lot Forty-six (46) Block Eleven (11) as shown on the recorded plat Dykins Heights Addition;

THENCE South along and with the West line of said Lot Forty-six (46) Block Eleven (11) as shown on the recorded plat Dykins Heights Addition to the North right-of-way line of N.E. 18th Street;

THENCE East along and with the North right-of-way line of N.E. 18th Street to the extended East line of Lot Eight (8) Block One (1) as shown on the recorded plat Sunny Knoll Addition;

THENCE South along and with the East line of said Lot Eight (8) Block One (1) as shown on the recorded plat Sunny Knoll Addition to the Southeast (SE) Corner of said Lot Eight (8) Block One (1) as shown on the recorded plat Sunny Knoll Addition;

THENCE West to the Northwest (NW) Corner of Lot Seventeen (17) Block One (1) as shown on the recorded plat Sunny Knoll Addition;

THENCE South along and with the West line of said Lot Seventeen (17) Block One (1) as shown on the recorded plat Sunny Knoll Addition to the North right-of-way line of N.E. 17th Street;

THENCE East along and with the North right-of-way line of N.E. 17th Street to the extended East line of Lot Nine (9) Block Two (2) as shown on the recorded plat Sunny Knoll Addition;

THENCE South along and with the extended East line of Lot Nine (9) Block Two (2) as shown on the recorded plat Sunny Knoll Addition to the Southeast (SE) Corner of said Lot Nine (9) Block Two (2) as shown on the recorded plat Sunny Knoll Addition;

THENCE West to the Northwest (NW) Corner of Lot Thirteen (13) Block Two (2) as shown on the recorded plat Sunny Knoll Addition;

THENCE South along and with the West line of said Lot Thirteen (13) Block Two (2) as shown on the recorded plat Sunny Knoll Addition to the North right-of-way line of N.E. 16th Street;

THENCE West along and with the North right-of-way line of N.E. 16th Street to the West 10 right-of-way line of Bryant Avenue;

THENCE North along and with the West right-of-way line of Bryant Avenue to the North line of Block One (1) as shown on the recorded plat Bryant Center;

THENCE West along and with the North line of Block One (1) as shown on the recorded plat Bryant Center to the Southeast (SE) Corner of Block Six (6) as shown on the recorded plat Bryant Center;

THENCE North along and with the East line of Block Six (6) as shown on the recorded plat Bryant Center to the Northeast (NE) Corner of Lot Nine (9) of Block Six (6) as shown on the recorded plat Bryant Center;

THENCE Southwesterly and South along and with the East right-of-way line of Farris Avenue to the South right-of-way line of N.E. 20th Street;

THENCE West along and with the South right-of-way line of N.E. 20th Street to the East line of the recorded plat Success Heights;

THENCE North along and with the East line of the recorded plat Success Heights to the South line of the 10 foot Alley in Block One (1) as shown on the recorded plat Success Heights;

THENCE West along and with the South line of the 10 foot Alley in Block One (1) as shown on the recorded plat Success Heights to a point 25 feet West of the Northeast (NE) Corner of Lot Twenty-six (26) of Block One (1) as shown on the recorded plat Success Heights;

THENCE South to the South right-of-way line of N.E. 22nd Street;

THENCE West along and with the South right-of-way line of N.E. 22nd Street to the East right-of-way line of Grand Boulevard;

THENCE South along and with the East right-of-way line of Grand Boulevard to the extended North line of Lot Six (6) of Block Seven (7) as shown on the recorded plat Success Heights;

THENCE West along and with the extended North line of Lot Six (6) of Block Seven (7) as shown on the recorded plat Success Heights to the Northwest (NW) Corner of Lot Six (6) of Block Seven (7) as shown on the recorded plat Success Heights;

THENCE South along and with the West line of Lot Six (6) of Block Seven (7) as shown on the recorded plat Success Heights to the extended North line of the 10 foot Alley in Block Seven (7) as shown on the recorded plat Success Heights;

THENCE West along and with the extended North line of the 10 foot Alley in Block Seven (7) as shown on the recorded plat Success Heights to a point 25 feet West of the Southwest (SW) Corner of Lot Thirty-two (32) in Block Seven (7) as shown on the 11 recorded plat Success Heights, said point lying on the West line of the Northeast Quarter (NE/4) of Section Twenty-five (25), Township Twelve (12) North, Range Three (3) West;

THENCE North along and with the West line of the Northeast Quarter (NE/4) of Section Twenty-five (25) and the West line of the Southeast Quarter (SE/4) of Section Twenty-four (24), Township Twelve (12) North, Range Three (3) West to the North right-of-way line of N.E. 23rd Street;

THENCE West along and with the North right-of-way line of N.E. 23rd Street to a point 18.2 feet West of the Southeast (SE) Corner of Block Eighteen (18) as shown on the recorded plat Fairfax Addition;

THENCE South to a point on the South line of Lot Forty-two (42) of Block Four (4) as shown on the recorded plat Meadors-Baird Subdivision of Block 4 Prospect Heights, said point being 104.7 feet East of the Southwest (SW) Corner of said Lot Forty-two (42) of Block Four (4) as shown on the recorded plat Meadors-Baird Subdivision of Block 4 Prospect Heights;

THENCE West along and with the South line of Lot Forty-two (42) of Block Four (4) as shown on the recorded plat Meadors-Baird Subdivision of Block 4 Prospect Heights to the Southwest (SW) Corner of Lot Forty-two (42) of Block Four (4) as shown on the recorded plat Meadors-Baird Subdivision of Block 4 Prospect Heights;

THENCE North along and with the West line of Lots Forty-two (42) and Forty-three (43) of Block Four (4) as shown on the recorded plat Meadors-Baird Subdivision of Block 4 Prospect Heights to the South line of the 10 foot Alley as shown on the recorded plat Tuxedo Park;

THENCE West along and with the South line of the 10 foot Alley as shown on the recorded plat Tuxedo Park to the Southeast (SE) Corner of Lot One (1) Block One (1) as shown on the recorded plat Glen Ellyn Place;

THENCE continuing West along and with the extended South line of Lots One (1) through Five (5) of Block One (1) and the extended South line of Lots One (1) through Five (5) of Block Two (2) as shown on the recorded plat Glen Ellyn Place to the East line of the 10.6 feet Alley as shown on the recorded plat Sunrise Addition;

THENCE continuing West along and with extended South line of the 10 foot Alley as shown on the recorded plat Sunrise Addition to the West line of the 15 foot Alley as shown on the recorded plat Sunrise Addition;

THENCE North along and with the West line of the 15 foot Alley as shown on the recorded plat Sunrise Addition to the Southeast (SE) Corner of Lot Four (4) as shown on the recorded plat Sunrise Addition;

THENCE West along and with the South line of Lot Four (4) as shown on the recorded plat Sunrise Addition to the East right-of-way line of Kelley Avenue;

THENCE South along and with the East right-of-way line of Kelley Avenue to the extended South line of Block One (1) as shown on the recorded plat Amended Plat of The State Capitol Addition;

THENCE West along and with the extended South line of Block One (1) as shown on the recorded plat Amended Plat of The State Capitol Addition to the centerline of Culbertson Drive (unimproved) as shown on the recorded plat Amended Plat of The State Capitol Addition;

THENCE North along and with the centerline of Culbertson Drive (unimproved) as shown on the recorded plat Amended Plat of The State Capitol Addition to the South right-of-way line of N.E. 23rd Street;

THENCE West along and with the South right-of-way line of N.E. 23rd Street to the POINT OF BEGINNING.

Exhibit 3: Blight Study

RESOLUTION

RESOLUTION OF THE COUNCIL OF THE CITY OF OKLAHOMA CITY DECLARING A CERTAIN AREA THAT LIES LARGELY BETWEEN NORTH PHILLIPS AVENUE ON THE WEST AND NORTH SOONER ROAD ON THE EAST; THE NORTHERN MOST BOUNDARY ON NE 36TH STREET AND NE 20TH STREET ON THE SOUTH, IN THE CITY OF OKLAHOMA CITY, TO BE A BLIGHTED AREA AND APPROPRIATE FOR AN URBAN RENEWAL PROJECT PURSUANT TO 11 O.S. §§ 38-101, *ET SEQ.*; DEEMING REDEVELOPMENT OF THE AREA TO BE NECESSARY; AND REQUESTING THE OKLAHOMA CITY URBAN RENEWAL AUTHORITY PREPARE AND SUBMIT A PROPOSED URBAN RENEWAL PLAN FOR THE BLIGHTED AREA, IN ACCORDANCE WITH OKLAHOMA URBAN REDEVELOPMENT LAW, TO THE OKLAHOMA CITY PLANNING COMMISSION AND THE CITY COUNCIL FOR CONSIDERATION.

WHEREAS, the Oklahoma Urban Redevelopment Law, 11 O. S. §§ 38-101, *et seq.*, declares that there exist in certain municipalities blighted areas, which, among other things, constitute an economic and social liability imposing onerous burdens which decrease the tax base and reduce tax revenues, substantially impair or arrest sound urban growth, retard sound economic development, aggravate traffic problems and substantially impair or arrest the elimination of traffic hazards and the improvement of traffic facilities; and that by prevention and elimination of same, property values will be stabilized and tax burdens will be more equitably distributed and the financial and capital resources of the state will be strengthened; and that this menace can best be remedied by cooperative participation of private enterprise, municipal governing bodies and public agencies, 11 O.S. § 38-102; and

WHEREAS, 11 O.S. § 38-102 further declares that certain blighted areas, or portions thereof, may require acquisition, clearance and disposition subject to use restrictions, since the prevailing conditions of decay may make impracticable the reclamation of such areas by conservation or rehabilitation, and so that the conditions and evils enumerated may be eliminated, remedied or prevented; and

WHEREAS, 11 O.S. § 38-102 further declares that the powers conferred by the Oklahoma Urban Redevelopment Law are for public uses and purposes, for which the power of eminent domain and police power may be exercised, and declares that it is a matter of legislative determination that the provisions of the Oklahoma Urban Redevelopment Law are enacted in the public interest; and

WHEREAS, the Oklahoma Urban Redevelopment Law defines a “blighted area” as follows:

“Blighted area” shall mean an area in which there are properties, buildings, or improvements, whether occupied or vacant, whether residential or nonresidential, which by reason of dilapidation, deterioration, age or obsolescence, inadequate provision for ventilation, light, air, sanitation or open spaces; population overcrowding; improper subdivision or obsolete platting of land, inadequate parcel size; arrested economic development; improper street layout in terms of existing or projected traffic needs, traffic congestion or lack of parking or terminal facilities needed for existing or proposed land uses in the area, predominance of defective or inadequate street layouts; faulty lot layout in relation to size, adequacy, accessibility or

usefulness; insanitary or unsafe conditions, deterioration of site or other improvements; diversity of ownership, tax or special assessment delinquency exceeding the fair value of the land; defective or unusual conditions of title; any one or combination of such conditions which substantially impair or arrest the sound growth of municipalities, or constitutes an economic or social liability, or which endangers life or property by fire or other causes, or is conducive to ill health, transmission of disease, mortality, juvenile delinquency, or crime and by reason thereof, is detrimental to the public health, safety, morals or welfare; and

WHEREAS, The City of Oklahoma City is engaged in a program of economic development and redevelopment activities to enhance The City's capabilities for economic growth and redevelopment; and

WHEREAS, the 4,273-acre area that lies largely between North Phillips Avenue on the west and North Sooner Road on the east; the northern most boundary on NE 36th Street and NE 20th Street on the south, concentrating on a geography approximately a half mile surrounding NE 23rd Street, North Kelley Avenue, North Martin Luther King Avenue, and I-35, as reflected on the map attached as Exhibit A hereto, is an area suffering from numerous conditions of blight, including dilapidation and deterioration, insanitary or unsafe conditions, deterioration of site and other improvements, age and possible obsolescence of certain improvements and infrastructure, inadequacy of provision for sanitation, and arrested economic development (the "Blighted Area"); and

WHEREAS, the Blighted Area is more specifically described as the area within the following boundaries:

Beginning at a point located on the centerline located on the centerline of North Lincoln Boulevard and NE 42nd Street; thence east to the centerline of North Bryant Avenue; thence east 1,200 feet to a point; thence south to the centerline of NE 30th Street; thence east along the centerline of NE 30th Street to North Bartell Road; thence north along the centerline of North Bartell Road to NE 33rd Street; thence east to North Sooner Road; thence in a southerly direction along the centerline of North Sooner Road to NE 16th Street; thence west along the centerline of NE 16th Street to I-35; thence north 1,500 feet along the centerline of I-35 to a point; thence west 815 feet to a point; thence north to the centerline of NE 23rd Street; thence west to North Lottie Avenue; thence south along the centerline of North Lottie Avenue to NE 16th Street; thence west along the centerline of NE 16th Street to North Lincoln Boulevard; thence north along the centerline of North Lincoln Boulevard to the point of beginning; and

WHEREAS, based on the information and data contained in the files of The City of Oklahoma City and reflected in the Blight Study, attached as Exhibit B hereto, the Blighted Area is characterized by an increasing percentage of dilapidated, deteriorated, and aging buildings and improvements that do not meet current building codes, vacant and unimproved property, significantly high demolition and clearance activity, steady decline in new and renovated construction, higher than average residential vacancy rates with extremely low owner-occupancy, insanitary and unsafe conditions including environmental contamination; these conditions, both singly and in combination, constitute a blighted condition of arrested economic development within the statutory definition, and therefore the Blighted Area is suitable and appropriate for an urban renewal or urban redevelopment project; and

WHEREAS, the existence of such conditions in the Blighted Area substantially impairs and arrests the sound economic growth of The City of Oklahoma City, constitutes an economic and social liability, and by reason thereof such conditions are detrimental to the public health, safety and welfare of the residents of the Blighted Area and of The City of Oklahoma City; and, further, the redevelopment of the Blighted Area is in the public interest and necessary to protect the public health, safety and welfare of the residents of the Blighted Area and of The City of Oklahoma City; and

WHEREAS, the Oklahoma City Urban Renewal Authority (“Renewal Authority”) is requested and authorized to prepare a proposed urban renewal plan for the Blighted Area, to consider such proposed plan, and to submit the proposed plan to the Oklahoma City Planning Commission and to the City Council of The City of Oklahoma City for their respective consideration, public hearings, and adoption, if appropriate.

NOW, THEREFORE, BE IT RESOLVED by the City Council of The City of Oklahoma City as follows:

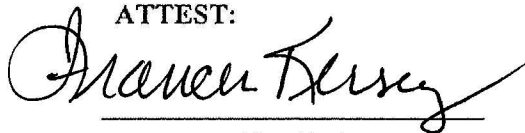
1. Based on the information and data available to the City Council, including the facts reflected in the Blight Study attached as Exhibit B hereto, the 4,273-acre area that lies largely between North Phillips Avenue on the west and North Sooner Road on the east; the northern most boundary on NE 36th Street and NE 20th Street on the south , as reflected on the map attached as Exhibit A hereto and described below, is hereby declared to be a blighted area and appropriate for an urban renewal project within the contemplation of the Oklahoma Urban Redevelopment Law, 11 O.S. §§ 38-101, et seq. that area is more particularly described as the area within the following boundaries:

Beginning at a point located on the centerline located on the centerline of North Lincoln Boulevard and NE 42nd Street; thence east to the centerline of North Bryant Avenue; thence east 1,200 feet to a point; thence south to the centerline of NE 30th Street; thence east along the centerline of NE 30th Street to North Bartell Road; thence north along the centerline of North Bartell Road to NE 33rd Street; thence east to North Sooner Road; thence in a southerly direction along the centerline of North Sooner Road to NE 16th Street; thence west along the centerline of NE 16th Street to I-35; thence north 1,500 feet along the centerline of I-35 to a point; thence west 815 feet to a point; thence north to the centerline of NE 23rd Street; thence west to North Lottie Avenue; thence south along the centerline of North Lottie Avenue to NE 16th Street; thence west along the centerline of NE 16th Street to North Lincoln Boulevard; thence north along the centerline of North Lincoln Boulevard to the point of beginning; and

2. The redevelopment of the area is deemed to be necessary in the public interest of the public health, safety, morals, and welfare of the residents of the area and The City of Oklahoma City;

3. The Renewal Authority is requested to prepare a proposed urban renewal plan in accordance with the Oklahoma Urban Redevelopment Law for the Blighted Area, to consider such urban renewal plan, and to submit the proposed plan to the Oklahoma City Planning Commission and to the City Council of The City of Oklahoma City for their respective consideration, public hearings, and adoption, if appropriate.

ADOPTED by the Council and signed by the Mayor of The City of Oklahoma City,
Oklahoma, this 29th day of July, 2014.

ATTEST:


City Clerk



THE CITY OF OKLAHOMA CITY



MAYOR

REVIEWED for form and legality.



Assistant Municipal Counselor

EXHIBIT B- BLIGHT STUDY – NORTHEAST RENAISSANCE URBAN
RENEWAL AREA



BLIGHT STUDY
FOR
NORTHEAST RENAISSANCE
URBAN RENEWAL AREA

**Prepared by the City of Oklahoma City Planning Department
For
The City of Oklahoma City**

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INTRODUCTION

The purpose of this study is to document blighting conditions that support the formation of a Northeast Renaissance Urban Renewal Area (NER-URA) in the City of Oklahoma City. Generally, the boundaries of the proposed NER-URA are located between N Phillips Avenue on the west and N Sooner Road on the east; the northern most boundary on NE 36th Street and NE 20th Street on the south. Generally, this study evaluates the physical conditions of the area east of the Oklahoma State Capitol campus and north of the existing John F. Kennedy Urban Renewal Area, concentrating on a geography approximately a half mile surrounding NE 23rd Street, N Kelley Avenue, North Martin Luther King Avenue, and I-35 (see **Study Area** map and description on page 2-4).

The study area has a variety of land uses. Approximately 70% of the developed square footage is residential, primarily single family detached structures. Commercial uses constitute approximately 12% of developed square footage, and are prominent along NE 23rd Street and major north/south corridors such as Martin Luther King Boulevard and N Kelley Avenue. Industrial uses are more prominent along the Union Pacific railroad line and Interstate 35, and account for approximately 9% of developed square footage. Agricultural land becomes more prevalent closer to the Canadian River. The area is also home to tax exempt properties, which make up approximately 40% of the acreage within the study area, and 3% of the developed square footage.¹ These properties include various churches, government agencies and health organizations, and other non-profit organizations.

METHODOLOGY OF ANALYSIS

This blight study used a variety of national and local data sources for its analysis. Demographic and household information was taken from the 1990, 2000, and 2010 decennial censuses, and employment status taken from the 2006 – 2008 and 2008 – 2012 American Community Survey 5-Year Estimates. Local data includes building permit records, brownfield inventories, police data, and Public Works and Utilities infrastructure data from the City, including the Vacant and Abandoned Buildings Study completed for the City in 2013. Assessor Account and Improvement Records were used from Oklahoma County, and various aerial photographs and field surveys of properties were taken by City staff.

30 census block groups were utilized to determine population, owner occupancy, housing units, and households for the study area.² Between 1990 and 2010 census the block group identifiers have changed, but the same geographic area is represented for all three decennial Censuses. **Figure 1** below shows the Census block groups used to collect demographic data; the block groups selected encompass a larger area than the defined blight study area. These block groups were chosen because they were the smallest geographies available to collect Census data for the area. Similarly employment data was collected based on the corresponding Census Tracts, which were also chosen because they were the smallest geographies available to collect data for the area.

BLIGHT STUDY AREA

In order to create an area of analysis for this blight study, a boundary was drawn that corresponded with a ½ mile distance from major corridors in the area of focus, shown in **Figure 2** below. Selected corridors included 23rd Street, Kelley Avenue, 36th Street, MLK / Eastern Avenue, I-35, and the Canadian River. Data was taken from Census Block Groups that bordered these corridors and fell within the ½ mile boundary. The precise boundaries of some Census Block Groups have changed over time, resulting in the inclusion of blocks that are not contiguous with the corridor, but are part of a larger Block Group identified in the 1990, 2000, or 2010 decennial census. Several Block Groups south of 23rd Street were included despite the fact that they are located within the John F. Kennedy Urban Renewal Area. The proximity of these Blocks to 23rd Street was deemed necessary to include in the blight study analysis.

¹ Acreage based of GIS data and calculations

² Census boundaries and block group identifiers may change but the same geographic area is represented from 1990 – 2010.

URBAN RENEWAL AREA

The boundary of the NE Renaissance Urban Renewal Area lies within the confines of this larger study area. See Figures 1 and 2 below and the attached **Legal Description**. The boundaries of the NER-URA used the following criteria:

- A focus on commercial or vacant property adjacent to the major corridors described above;
- Only include residential areas that exhibit significant components of blight in terms of vacancy, infrastructure;
- Avoid properties owned by the public sector, including, but not limited to, City, County, State and Federal Government, and non-profits like schools, colleges, etc.

Figure 1: Selected Census Block Groups

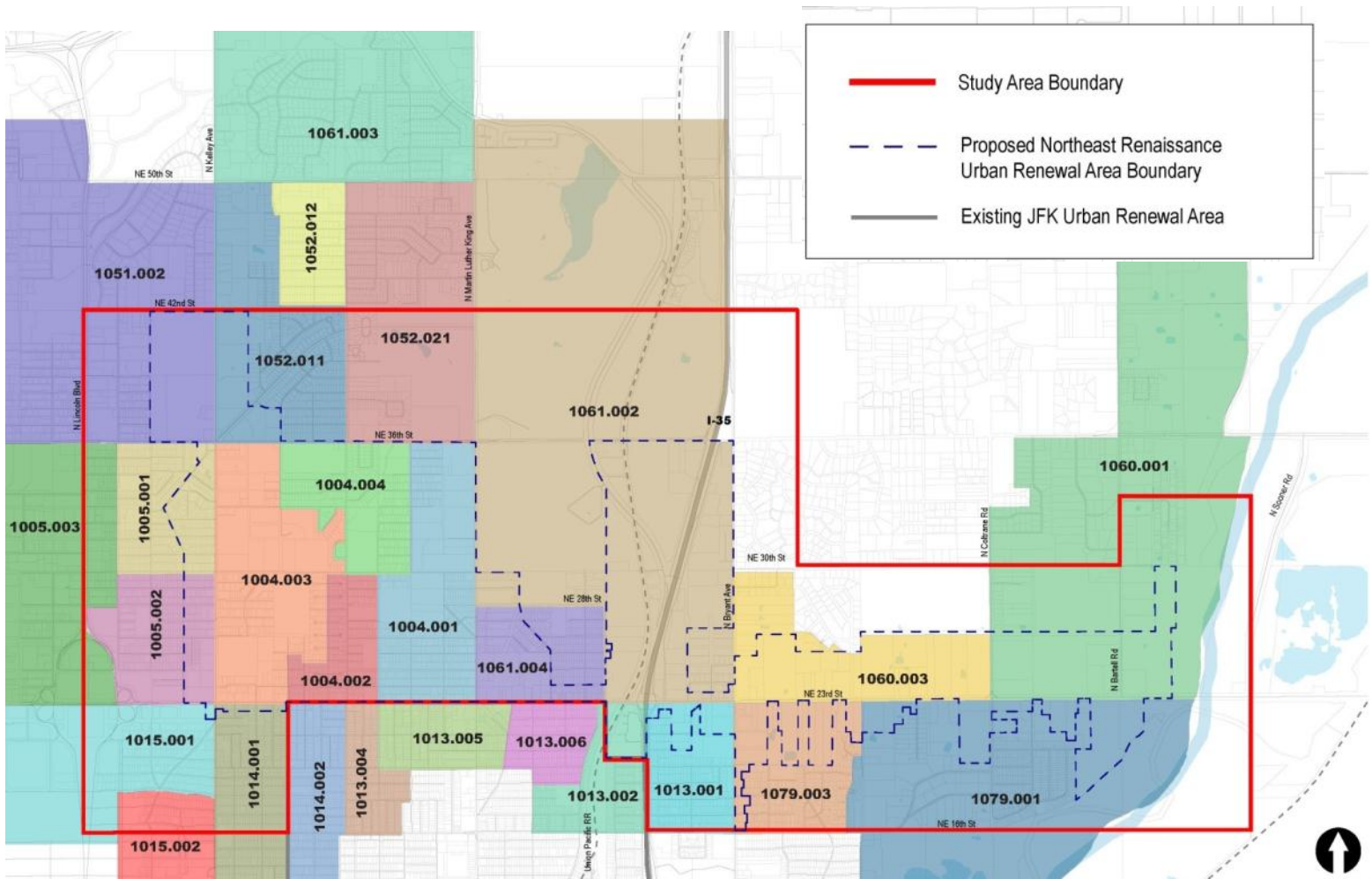
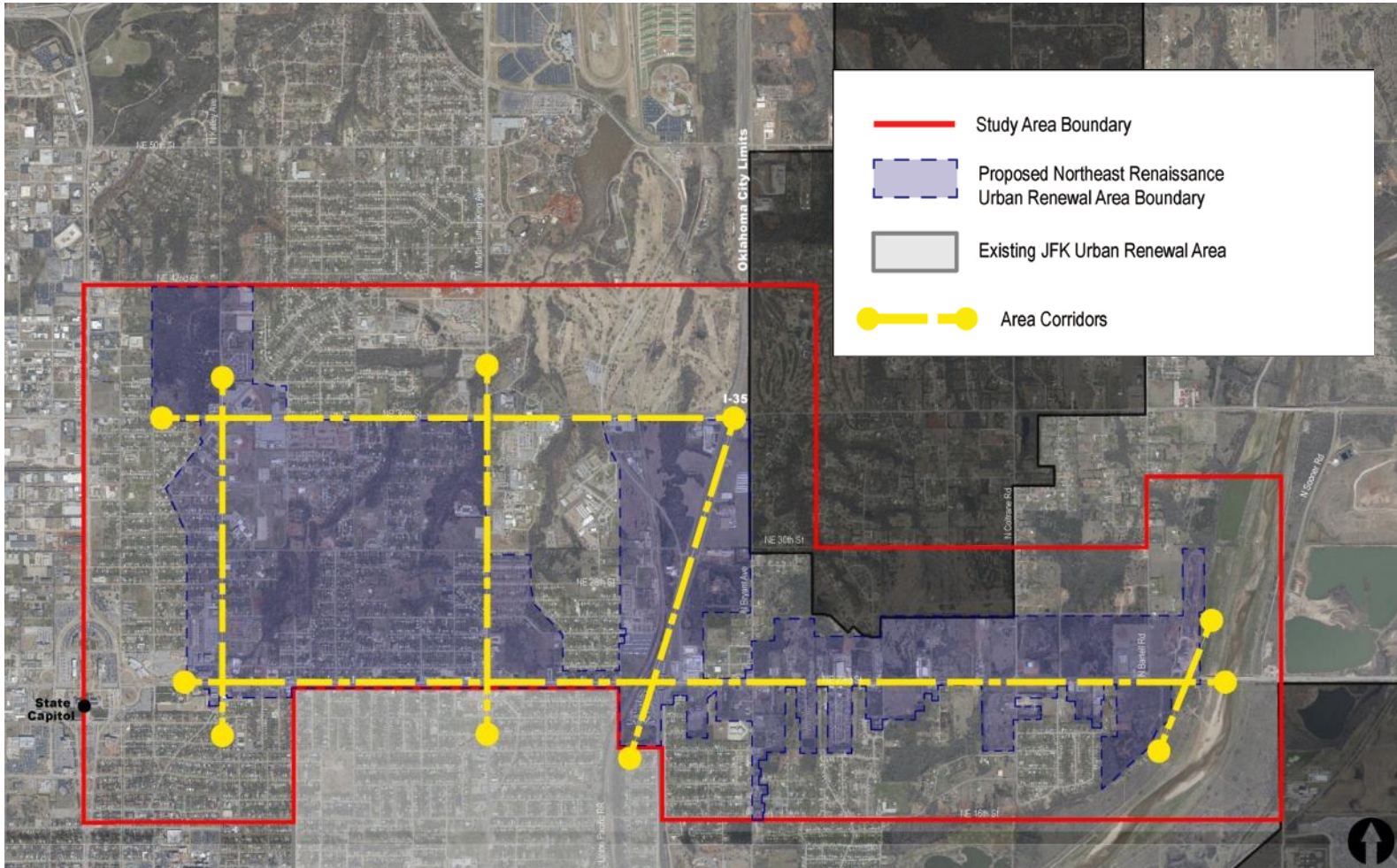


Figure 2: Study Area Corridors



EVIDENCE OF BLIGHT

According to Oklahoma Urban Renewal law, found at 11 O.S. § 38-101(8), a “Blighted Area” shall mean an area in which there are properties, buildings, or improvements, whether occupied or vacant, whether residential or nonresidential, would be considered “blighted” by reason of:

- dilapidation, deterioration, age or obsolescence,
- inadequate provision for ventilation, light, air, sanitation or open spaces;
- population overcrowding;
- improper subdivision or obsolete platting of land, inadequate parcel size;
- arrested economic development;
- improper layout in terms of existing or projected traffic needs, traffic congestion or lack of parking or terminal facilities needed for existing or proposed land uses in the area, predominance of defective or inadequate street layouts;
- faulty lot layout in relation to size, adequacy, accessibility or usefulness;
- unsanitary or unsafe conditions,
- deterioration of site or other improvements;
- diversity of ownership, tax or special assessment delinquency exceeding the fair value of land; defective or unusual conditions of title;

any one or combination of such conditions which substantially impair or arrest the sound growth of municipalities, or constitutes an economic or social liability, or which endangers life or property by fire or other causes, or is conducive to ill health, transmission of disease, mortality, juvenile delinquency, or crime and by reason thereof, is detrimental to the public health, safety, morals or welfare;

It is further noted that according to the United States Supreme Court in *Berman v. Parker*, 348 U.S. 26 (1954), it is not required that every parcel or property in an area need exhibit characteristics of blight in order for the area as a whole to be considered blighted.

In general, this study focuses on the following four components to determine blight for the NER-URA:

- *dilapidation, deterioration, age or obsolescence,*
- *arrested economic development;*
- *unsanitary or unsafe conditions,*
- *deterioration of site or other improvements.*

1. DILAPIDATION AND DETERIORATION

1A: Property Vacancy

Housing unit vacancy – taken as the gap between households and housing units – has declined over the past twenty years but remains a very high 17.7% in 2010. Both the City and the study area experienced improvements in housing vacancy between 1990 and 2000, as well as increases in vacancy between 2000- 2010, with the study area staying 6-7 percentage points above City-wide vacancy at any given time.

Table 1: Vacancy Rate

	1990	2000	2010	% Change 1990 - 2000	% Change 2000 - 2010	% Change 1990 - 2010
Vacancy Rate	%	%	%			
Oklahoma City	15.9	10.4	12.4	-29.6	32.5	-6.8
Study Area	22.6	16.9	17.7	-28.9	8.0	-23.1

Source: US Census 1990-2010

According to Oklahoma County Assessor data, 30% of all parcels in the study area are reported as vacant or undeveloped, an increase of 2% since 2000. According to the Oklahoma City Vacant and Abandoned Building Study (2013), there are 139 vacant and abandoned buildings per square mile in the study area; compared to 19 per square mile city-wide. 87% of the properties identified as having vacant and abandoned buildings were residential properties.

1B: Property Values

Between 2000 and 2013, the percentage change of gross taxable market value for Oklahoma County was 9%. During the same period, the taxable market value for the study area declined by 0.6%. Net assessed value, which is the total assessed value less exemptions, also declined in the study area and grew for the City as a whole. The percentage of exempt properties remained consistent at around 40% of total acreage, meaning that private property values show notable stagnation when compared with city-wide trends.³

1C: Property Condition

In 2013, 4% properties within the study area were rated as below average condition, compared to 2% in Oklahoma County. The number of improvements with occupancy codes categorized as “salvage” was 1.8% for 2013, compared to 0.6% for Oklahoma County during that same time; see **Oklahoma County Assessor: Improvements** table attached. Improvements with an occupancy code of “salvage” do not meet the current building codes; as such they pose a threat to the safety of the area.

1D: Infrastructure Condition

23% of the streets within the study area have no curb or only have a curb on one side of the street. The sidewalk network is also in disrepair or is nonexistent in parts of the study area. 93% of the streets within the study area have no sidewalk. A minority of the existing infrastructure within the study area would meet City subdivision regulation standards required for residential and non-residential streets by, which call for sidewalks, curbs and gutters.

³ Acreage based of GIS data and calculations.

Figure 3: Study Area Curb & Sidewalk Inventory

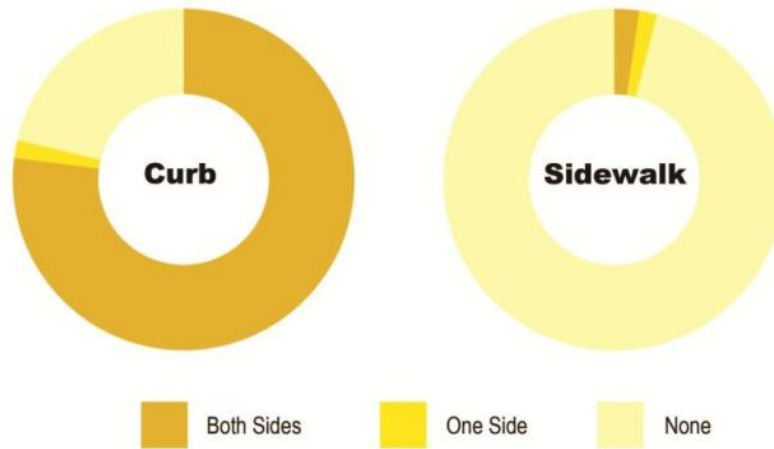


Table 2: Curb & Sidewalk Inventory Comparisons

Type	Curb		Sidewalk	
	Study Area	Oklahoma City	Study Area	Oklahoma City
Both Sides	79.7 %	79.5 %	3.3%	24.6%
One Side	1.0%	0.9%	4.0%	4.0%
None	19.3%	19.7%	92.7%	71.4%

Source: City of Oklahoma City Public Works

According to The City of Oklahoma City Public Works Paving Condition Index (PCI) (see **Pavement Condition** map attached) the average PCI for streets within the study area is a 47.8 on an index of 100 with zero (0) being the worst. The average PCI for streets within Oklahoma City is 62.0. In addition to having an average PCI rating lower than the rest of the City, the majority (34%) of paved roadway square footage within the study area is rated as being in the worst condition (0 – 40), shown in **Table 10** below.

Table 3: Study Area PCI Rating by SF

PCI Rating	Total SF	%
0 - 40	138,249	34.1%
0 - 20	45,452	29.8%
21 - 40	92,798	70.2%
41 - 54	76,888	19.0%
55 - 70	70,038	18.1%
71 - 100	111,900	28.9%

2. ARRESTED ECONOMIC DEVELOPMENT

2A: Construction Activity

Between 2010 and 2014, 82 demolition permits were issued in the study area. These permits constituted 41% of all building permits issued for the study area. During the same period of 2010 to 2014 demolition permits accounted for only 5% of the building permits issued for the City of Oklahoma City. In the years 2010 and 2014 new construction and remodeling accounted for 39% of the building permits issued for the study area. This compares to 58% for the rest of the City, see **Building Permits** map attached.

Table 4: Building Permits

	Permits (2010 -2014)	%
Study Area	199	
Erect/Remodel/Add-On	77	38.7%
Demolition	82	41.2%
Other	40	20.1%
City of Oklahoma City	40,834	
Erect/Remodel/Add-On	23,645	57.9%
Demolition	1,865	4.6%
Other	15,324	37.5%

Source: City of Oklahoma City Public Works

2B: Federal Designation of Distress and Blight

Significant portions of the study area have been designated as distressed, or qualify for special funding assistance relative to distressed areas.

The southwest portion of the study area is part of the Oklahoma City Empowerment Zone, shown in **Enterprise Community & Empowerment Zones** map attached. Empowerment Zone and Enterprise Community Zone areas are recognized by the Federal Government as areas of distress, and provide initiatives that focus on reducing unemployment and increasing economic growth through the designation of Federal tax incentives and grants.

Census Tracts 1061, 1004, 1005, 1014, 1013, and 1079 are designated as “Highly Distressed” qualified census tracts, which means they meet the following conditions:

- Poverty Rate greater than 30%;
- Median Family Income of 60% less than area’s Median Family Income (MFI);
- Unemployment Rate at least 1.5 times the national average.

These tracts make up approximately 75% of the study area. Additionally, Census Tract 1052 is “Qualified”, meaning it must meet criteria of a poverty rate of at least 20%, and Median Family Income (MFI) of 80% less than area MFI. Shown in **New Market Tax Credit Qualification** map attached.

Highly Distressed Qualified and Qualified Census Tracts are areas identified by the Community Development Financial Institutions (CDFI) fund to score applications for the allocation of New Markets Tax Credits, a credit designed to stimulate development in distressed areas.

All the above Census Tracts are also “Qualified” census tracts by the Internal Revenue Service (IRS) and the Department of Housing and Urban Development (HUD) in their evaluation of eligibility for Low Income Housing Tax Credits. Under section 42(d)(5)(C) of the IRS Code, a qualified census tract is any census tract in which at least 50 % of households have an income less than 60 % of the Area Median Income.

2C: Population

In 1990, the study area had a population of 21,000 people, representing approximately 4.8 % of the entire City. By 2010, the population had declined to 18,471, a 12.9% decline in total population. During the same time period, the City of Oklahoma City grew by more than 30%, reducing the population share of the study area against the City to 3.2%

Table 5: Population

	1990	2000	2010	% Change 1990 - 2000	% Change 2000 - 2010	% Change 1990 - 2010
Population						
Oklahoma City	444,730	506,132	579,999	13.8%	14.6%	30.4%
Study Area	21,215	19,416	18,471	-8.5	-4.9%	-12.9%
Study Area Census Block Groups	1004.001	862	676	535		
	1004.002	485	428	345		
	1004.003	674	436	580		
	1004.004	1,166	835	910		
	1005.001	979	848	805		
	1005.002	749	637	685		
	1005.003	329	509	419		
	1013.001	679	546	492		
	1013.002	648	633	534		
	1013.004	525	411	342		
	1013.005	680	612	553		
	1013.006	630	567	525		
	1014.001	382	821	649		
	1014.002	335	496	413		
	1014.003	405	-	-		
	1014.004	471	-	-		
	1015.001	632	580	508		
	1015.002	922	749	749		
	1051.001	461	800	556		
	1051.002	-	697	1,105		
	1051.003	645	-	-		
	1051.006	501	-	-		
	1052.011	-	1,015	971		
	1052.012	279	548	534		
	1052.013	863	-	-		
	1052.014	618	-	-		
	1052.021	908	1,236	1,156		
	1052.022	519	-	-		
	1060.001	16	734	832		
	1060.003	743	654	603		
1061.001	1,624	-	-			
1061.002	-	1,289	557			
1061.003	-	1,585	1,545			
1061.004	1,227	-	645			
1079.001	630	489	425			
1079.003	-	-	498			
1079.005	576	585	-			

*Values of "-" equal No Data; these block group geographies were incorporated into other block groups.

Source: US Census 1990-2010

2D: Household Growth

Despite a total population loss, the total number of households within the study area has increased with a 2 to 3% growth between decennial census reports. It should be noted, however, that the largest increase in households occurred in Block Group 1051.002, increasing 275 households between 2000 and 2010. Only a small portion of this Block Group is located within the study area. A majority of the increase in households within that Block Group is attributed to the *Lincoln: at Central Park* development which, was constructed in 2006 and is located approximately ½ mile from of the study area’s northwest boundary. The other area that saw a dramatic increase in households was Block Group 1061.003, which was included to maintain continuity with the geographic area between decennial censuses, and is located approximately ½ mile from the study area’s northern border. Adjusting for this, there was actually a slight decrease of total number of households between 1990 and 2010. In just the years between 2000-2010, the City has added over 18,000 housing units, a growth rate of just under 1% annually or 9% over the 10 year period.

Table 6: Total Households

	1990	2000	2010	% Change 1990 - 2000	% Change 2000 - 2010	% Change 1990 - 2010
Households	#	#	#			
Oklahoma City	178,885	204,434	222,802	14.3%	9.0%	24.6%
Study Area	7,727	7,954	8,044	2.9%	1.1%	4.1%
Study Area Census Block Groups	1004.001	288	286	245		
	1004.002	206	191	166		
	1004.003	252	150	247		
	1004.004	364	339	340		
	1005.001	335	338	313		
	1005.002	279	281	332		
	1005.003	119	248	243		
	1013.001	313	257	226		
	1013.002	201	275	238		
	1013.004	241	177	147		
	1013.005	263	279	272		
	1013.006	252	230	208		
	1014.001	123	374	314		
	1014.002	129	212	163		
	1014.003	201	-	-		
	1014.004	204	-	-		
	1015.001	228	251	222		
	1015.002	316	350	379		
	1051.001	86	394	331		
	1051.002	-	200	475		
	1051.003	356	-	-		
	1051.006	217	-	-		
	1052.011	-	401	429		
	1052.012	133	238	226		
	1052.013	262	-	-		
	1052.014	229	-	-		
	1052.021	309	485	504		
	1052.022	172	-	-		
	1060.001	178	301	356		
	1060.003	362	269	268		
1061.001	387	-	-			
1061.002	-	408	142			
1061.003	-	621	613			
1061.004	366	-	273			
1079.001	585	179	172			
1079.003	-	-	200			
1079.005	206	220	-			

*Values of "-" equal No Data; these block group geographies were incorporated into other block groups.

Source: US Census 1990-2010

2E: Housing Units

Between 1990 and 2000, housing units declined by nearly 2% (218 units) within the study area, indicating a notable number of teardowns and removals from the market. During the same period, the City added nearly 16,000 units at a rate of 1,500 annually.

Census data suggests that this trend was turned around in the 2000s, with an addition of 264 units. However, as discussed above, these units are attributable to the *Lincoln: at Central Park* development on Lincoln Boulevard, located far enough away from the primary study area to be discounted in the total numbers. Adjusting for this outlier, the growth in housing units between 2000-2010 has been null, leaving a housing growth rate of -2.2% between 1990 and 2010, compared to a total of 20% change in housing units for the entire City.

Table 7: Housing Units

		1990	2000	2010	% Change 1990 - 2000	% Change 2000 - 2010	% Change 1990 - 2010
Housing Units							
Oklahoma City		212,367	228,149	254,233	7.4%	11.4%	19.7%
Study Area		9,996	9,514	9,778	-4.8	2.8%	-2.2%
Study Area Census Block Groups	1004.001	366	352	329			
	1004.002	269	254	230			
	1004.003	385	175	291			
	1004.004	634	391	392			
	1005.001	385	383	373			
	1005.002	409	374	389			
	1005.003	405	360	360			
	1013.001	316	307	274			
	1013.002	357	348	329			
	1013.004	248	239	222			
	1013.005	307	273	301			
	1013.006	281	273	269			
	1014.001	166	504	464			
	1014.002	151	266	250			
	1014.003	208	-	-			
	1014.004	300	-	-			
	1015.001	272	298	276			
	1015.002	513	518	490			
	1051.001	118	431	357			
	1051.002	-	353	598			
	1051.003	451	-	-			
	1051.006	308	-	-			
	1052.011	-	433	486			
	1052.012	124	251	250			
	1052.013	311	-	-			
	1052.014	251	-	-			
	1052.021	336	544	580			
	1052.022	214	-	-			
	1060.001	204	320	388			
	1060.003	370	282	281			
1061.001	482	-	-				
1061.002	-	462	154				
1061.003	-	639	642				
1061.004	394	-	335				
1079.001	247	238	224				
1079.003	-	-	244				
1079.005	214	246	-				

*Values of "-" - "equal No Data; these block group geographies were incorporated into other block groups.

Source: US Census 1990-2010

2F: Owner Occupied Units

Between 1990 and 2010, the percentage of owner-occupied housing units declined from 67.3% - a rate higher than the City of Oklahoma City, to 52.5% - a rate 9 percentage points lower than the City. Correspondingly, renter-occupied units have risen from 33% to 48%, see **Figure 4** below. In numeric terms, 3,299 units that were owner-occupied or vacant in 1990 are now renter-occupied.

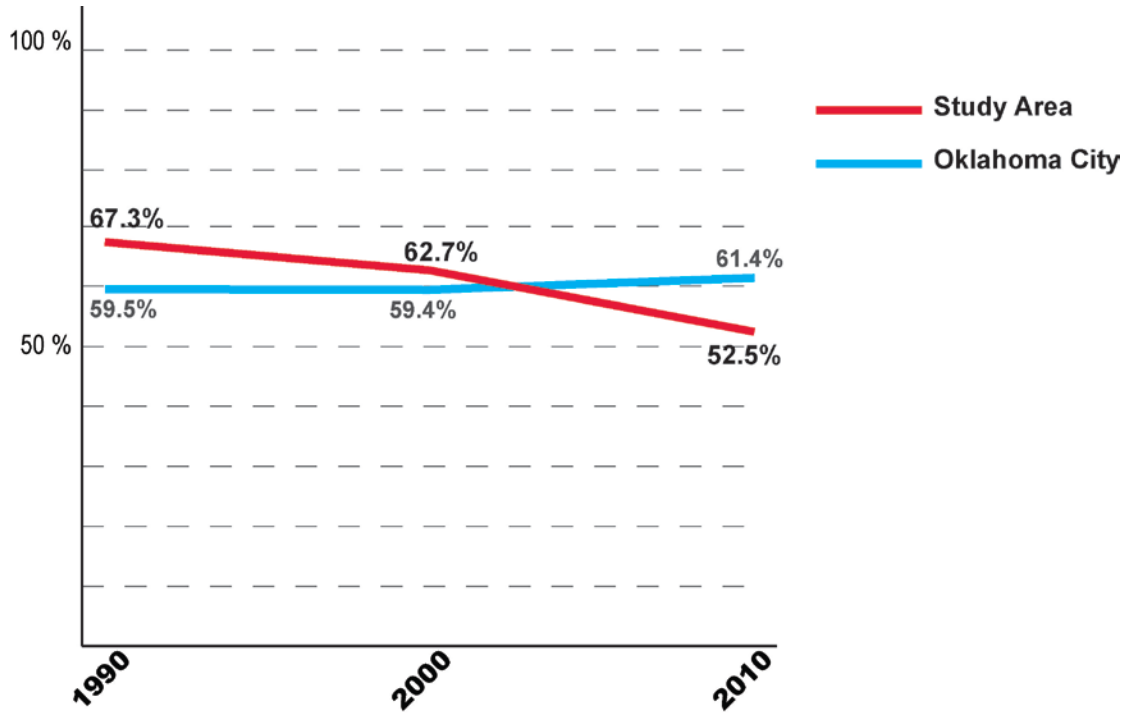
Table 8: Owner Occupied Housing Units

		1990		2000		2010		% Change 1990 - 2000	% Change 2000 - 2010	% Change 1990 - 2010
Owner Occupied Housing Units		#	%	#	%	#	%			
Oklahoma City		106,316	59.5	121,528	59.4	136,759	61.4	14.3%	12.5%	28.6%
Study Area		5,209	67.3	4,955	62.7	4,225	52.5	-4.9%	-14.7%	-18.9%
Study Area Census Block Groups	1004.001	209	66.8	183	64.0	133	54.3			
	1004.002	137	64.9	117	61.3	83	50.0			
	1004.003	127	59.3	93	62.0	80	32.4			
	1004.004	194	50.8	170	50.1	156	45.9			
	1005.001	249	76.1	216	63.9	170	54.3			
	1005.002	166	57.8	132	47.0	103	31.0			
	1005.003	68	57.1	51	20.6	50	20.6			
	1013.001	224	80.3	189	73.5	147	65.0			
	1013.002	165	63.5	134	48.7	100	42.0			
	1013.004	118	60.8	96	54.2	59	40.1			
	1013.005	128	45.1	137	59.6	84	30.9			
	1013.006	162	67.8	137	59.6	99	47.6			
	1014.001	71	53.4	202	54.0	159	50.6			
	1014.002	64	51.6	97	45.8	68	41.7			
	1014.003	108	67.9	-	-	-	-			
	1014.004	97	47.8	-	-	-	-			
	1015.001	185	79.7	191	76.1	165	74.3			
	1015.002	133	42.1	113	32.3	87	23.0			
	1051.001	51	59.3	235	59.6	195	58.9			
	1051.002	-	-	139	69.5	122	25.7			
	1051.003	209	58.7	-	-	-	-			
	1051.006	121	60.2	-	-	-	-			
	1052.011	-	-	294	73.3	249	58.0			
	1052.012	91	81.3	178	74.8	152	67.3			
	1052.013	246	85.1	-	-	-	-			
	1052.014	194	84.7	-	-	-	-			
	1052.021	243	78.6	330	68.0	283	56.2			
	1052.022	121	70.3	-	-	-	-			
	1060.001	158	88.8	269	89.4	322	54.3			
	1060.003	337	93.1	256	95.2	242	90.3			
1061.001	200	48.5	-	-	-	-				
1061.002	-	-	186	45.6	32	22.5				
1061.003	-	-	544	87.6	525	85.6				
1061.004	328	89.6	-	-	117	42.9				
1079.001	153	75.7	131	73.2	119	69.2				
1079.003	-	-	-	-	124	62.0				
1079.005	152	80.0	135	61.4	-	-				

*Values of "-" equal No Data; these block group geographies were incorporated into other block groups.

Source: US Census 1990-2010

Figure 4: Owner Occupied vs. Renter Occupied



Source: US Census 1990-2010

2G: Employment & Jobs

Between 2010 and 2012, according to the American Community Survey Census data, the study area saw an increased unemployment rate, increasing from 10.9% to 11.6%. Compared to Oklahoma City, which remained fairly consistent at around 6%, between these two years, the study area continued to have an unemployment rate approximately 5 percentage points higher than the City, as shown in Table 5 below.

Table 9: Study Area Employment Status

Employment	2010 2006 – 2010 ACS 5-Year Estimate						2012 2008 – 2012 ACS 5-Year Estimate						
	In Labor Force		Employed		Unemployed		In Labor Force		Employed		Unemployed		
	Estimate	MOE	Estimate	MOE	Estimate	MOE	Estimate	MOE	Estimate	MOE	Estimate	MOE	
Oklahoma City	67.7%	+/-0.4	62.6%	+/-0.5	6.4%	+/-0.3	67.7%	+/-0.5	62.6%	+/-0.5	6.6%	+/-0.4	
Study Area	56.4%	+/-8.6	50.0%	+/-9.2	10.9%	+/-7.7	53.4%	+/-9.1	47.0%	+/-8.9	11.6%	+/-7.3	
Study Area Census Block Groups	1004	53.0%	+/-7.4	43.4%	+/-8.4	18.1%	+/-12.4	55.5%	+/-8.1	42.4%	+/-7.6	23.5%	+/-10.4
	1005	65.3%	+/-8.3	59.4%	+/-8.7	9.0%	+/-5.0	54.6%	+/-9.3	47.9%	+/-9.0	11.8%	+/-5.8
	1013	46.9%	+/-7.6	42.2%	+/-7.4	10.1%	+/-6.0	46.0%	+/-7.1	39.3%	+/-5.7	14.5%	+/-6.4
	1014	68.5%	+/-9.8	56.5%	+/-10.6	17.4%	+/-13.1	66.8%	+/-11.4	55.8%	+/-12.3	16.5%	+/-14.4
	1015	70.8%	+/-9.4	58.5%	+/-11.2	17.3%	+/-8.3	64.5%	+/-7.7	56.6%	+/-7.7	11.6%	+/-6.8
	1051	52.8%	+/-9.8	50.8%	+/-9.6	3.7%	+/-3.8	57.9%	+/-8.1	54.7%	+/-7.8	3.7%	+/-3.2
	1052.01	47.8%	+/-10.1	43.4%	+/-11.5	9.2%	+/-10.4	47.6%	+/-10.2	42.1%	+/-10.3	11.7%	+/-9.4
	1052.02	55.7%	+/-12.5	52.2%	+/-13.7	6.4%	+/-7.4	44.1%	+/-14.9	41.9%	+/-15.9	5.1%	+/-7.7
	1060	61.7%	+/-4.8	55.5%	+/-5.7	7.6%	+/-4.0	63.9%	+/-5.7	59.8%	+/-5.5	5.9%	+/-2.6
	1061	50.7%	+/-6.2	45.6%	+/-5.9	10.0%	+/-5.9	45.8%	+/-6.7	43.2%	+/-7.3	5.7%	+/-5.4
1079	47.0%	+/-9.1	42.0%	+/-8.8	10.6%	+/-8.1	40.3%	+/-11.3	33.4%	+/-8.9	17.1%	+/-7.7	

3. UNSANITARY OR UNSAFE CONDITIONS

3A: Crime

Between 2009 and 2014 the study area has rated higher than Oklahoma City in virtually every crime type tracked by the Police Department. Especially high is Assault, Narcotics, Weapons, and Robbery. Of the 18 categories tracked, only two have lower rates of activity per 1,000 residents than the rest of the City.

Table 10: Crime Rates

Type	Category	Code	2009 - 2014 Count	Rate Per 1000 residents (2009 - 2014)		Compared to City (2009 - 2014)
				Study Area	Oklahoma City	
Violent	Homicide	01	25	1.7	0.6	HIGHER
	Rape	02	59	4.1	3.0	HIGHER
	Robbery	03	212	14.6	10.3	HIGHER
	Assault	04	1,612	111.3	63.6	HIGHER
	Weapons	15	194	13.4	5.4	HIGHER
Property	Burglary	05	1,253	86.5	80.1	HIGHER
	Larceny	06	1,289	89.0	164.3	LOWER
	Auto Theft	07	568	39.2	38.7	HIGHER
	Arson	08	-	-	-	-
	Vandalism	14	732	50.5	41.5	HIGHER
Public Order	Prostitution	16	7	0.5	1.5	LOWER
	Sex Offenses	17	81	5.6	5.2	HIGHER
	Narcotics	18	1,130	78.0	26.0	HIGHER
	Family offenses	20	117	8.1	7.6	HIGHER
	Dist. Peace	24	111	7.7	7.3	HIGHER
	Trespassing	2601	102	7.0	5.7	HIGHER
	Curfew/Loitering	28	13	0.9	0.7	HIGHER
	Misc. Police Work	42 - 51	4,337	299.4	163.1	HIGHER
	Total		9,547	* Area Population based on 2010 Census Block Group data for Study Area		
	* 01/2009 - 03/2014					

Source: City of Oklahoma Police

3B: Environmental Conditions

Many of the properties within the study area meet the US Environmental Protection Agency definition of a brownfield site. As defined in the Small Business Liability Relief and Brownfields Revitalization Act [Public Law 107-118 (H.R. 2869)], “a brownfield site means real property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant.”

There is no record that soil or groundwater sampling has been done in this area to date. However, environmental databases indicate the study area contains numerous historical gas stations, and documented releases from a number of underground storage tanks. Oil and gas exploration activities have been prevalent in the area with over 50 active or historical oil and gas wells, and a saltwater injection well. There are also 5 salvage yards in the area, and 14 current or historical dry cleaners. These types of industries are frequently associated with petroleum, metals and solvent contamination which have the potential to create safety and health hazards and harmful site conditions.

Potential brownfields in the area pose a negative impact to public health and safety through possible human exposure pathways with contaminated soil and groundwater. In addition to a potential health hazard, Brownfield sites can cause a negative impact to property values and redevelopment potential of contaminated areas. Environmental assessments and clean-up are typically necessary prior to the purchase of any real estate site. Site clean-up, if necessary can be costly and affect the overall feasibility of a redevelopment project. Similarly, the value of a property can be negatively affected until the potential contamination is mitigated or resolved, see **Potential Brownfield Sites** map attached.

3C: Unsafe Conditions

The study area suffers from widespread dumping and numerous boarded structures; these conditions can create unsanitary or unsafe conditions. Below are photo examples of area conditions that pose a threat to public health and safety.

Figure 5: Discarded Tires within Study Area



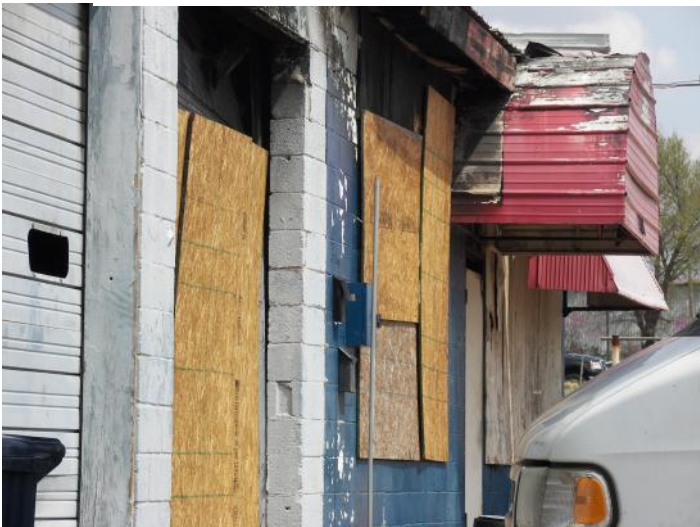
Stored / discarded tires can pose safety and health hazards such as mosquito breeding, as well as an environmental and safety threat in the occurrence of fire.

Figure 6: Illegal and Widespread Dumping within Study Area



Illegal dumping poses a health risk and is a liability.

Figure 7: Vacant and Boarded Structures within Study Area



Vacant and boarded structures are conducive to illegal activities, attract illegal storage and dumping, and create unsafe conditions.

CONCLUSIONS

The finding of this study support a declaration that the NER-URA is a blighted area as defined in the Oklahoma Urban Renewal law, 11 O.S. § 38-101(8). It is an area in which there are properties, buildings, and improvements, whether occupied or vacant, whether residential or nonresidential, which by reason of dilapidation, deterioration, age, obsolescence, arrested economic development, unsanitary and unsafe conditions, and deterioration of site and other improvements substantially impairs or arrested the sound growth of the City, constitutes an economic and social liability, is conducive to ill health and crime and by reason thereof, is detrimental to the public health, safety, morals, and welfare of the City.

A summary of these findings is below:

- 1) **Population loss** – *the study area’s population declined by 13% between 1990 and 2010, a period in which the city of Oklahoma City grew by over 30%.*
- 2) **Decrease in total housing units, particularly owner occupied housing units** – *Between 1990 and 2010, over 200 housing units were removed from the study area, and owner-occupied housing declined from 67% to 52%.*
- 3) **Higher rate of vacant and abandoned buildings compared to Oklahoma City** – *Housing vacancy has ranged between 17% and 23%, typically 6-7 percent above city-wide vacancy. Oklahoma Assessor data shows that 30% of all parcels in the study area are reported as vacant, and a 2013 study found 139 vacant and abandoned buildings per square mile within the study area, as opposed to only 19 per square mile for the rest of the city.*
- 4) **Decline in area property values** – *Property value in Oklahoma County grew by 9% between 2000 and 2013, but declined by 0.6% in the study area.*
- 5) **Federally Designated distressed area** – *Significant percentages of the study area are designated as either an Enterprise Zone, Empowerment Zone, Qualified Census Tract, or Highly Distressed Qualified Census Tract, all federal designations for the allocation of funding to distressed areas based on income, unemployment, and poverty rates.*
- 6) **High Unemployment** – *the study area has consistently had an unemployment rate approximately 5 percentage points higher than Oklahoma City as a whole. The most recent 2012 American Community Survey 5-year estimates have the study area’s unemployment rate at 11.6% and the City of Oklahoma City’s at 6.6%.*
- 7) **Demolition Activity** – *82 demolition permits were issued in the study area between 2010 and 2014, representing 41% of all permit activity.*
- 8) **Poor and deteriorating pavement conditions** – *Total area condition of pavement, measured by the Pavement Condition Index (PCI), is 47.8, which takes into account recent re-surfacing of 23rd Street. 30% of all streets in the study area have a PCI of 20 or below (out of 100). Oklahoma City’s total average PCI is 62.*
- 9) **Higher area crime rates compared to Oklahoma City** – *The study area crime rates were higher than the city in 15 of 18 crime categories tracked by the City Police Department. Rates per 1,000 residents of Homicide, Assault, Weapons, and Narcotics were 40% or higher than city rates.*
- 10) **Concentration of brownfield properties** – *environmental databases indicate the study area contains numerous historical gas stations, documented releases from a number of underground storage tanks, prevalent*

oil and gas exploration with over 50 active or historical oil and gas wells, 5 salvage yards and 14 current or historical dry cleaners. These types of industries are frequently associated with petroleum, metals and solvent contamination which have the potential to create safety and health hazards and harmful site conditions.

APPENDICES

The photographs for the blight study attached as Exhibit A and Exhibit B were taken in various parts the study area. The locations photographed were a sampling of locations chosen based on data from the PCI data and Oklahoma County Assessor “condition” ratings. The location where photographs were taken are identified in **Map of Photos for Study Area** attached. The photographs are not a comprehensive inventory of the study area, but are included as a representative of blight conditions.

Exhibit A













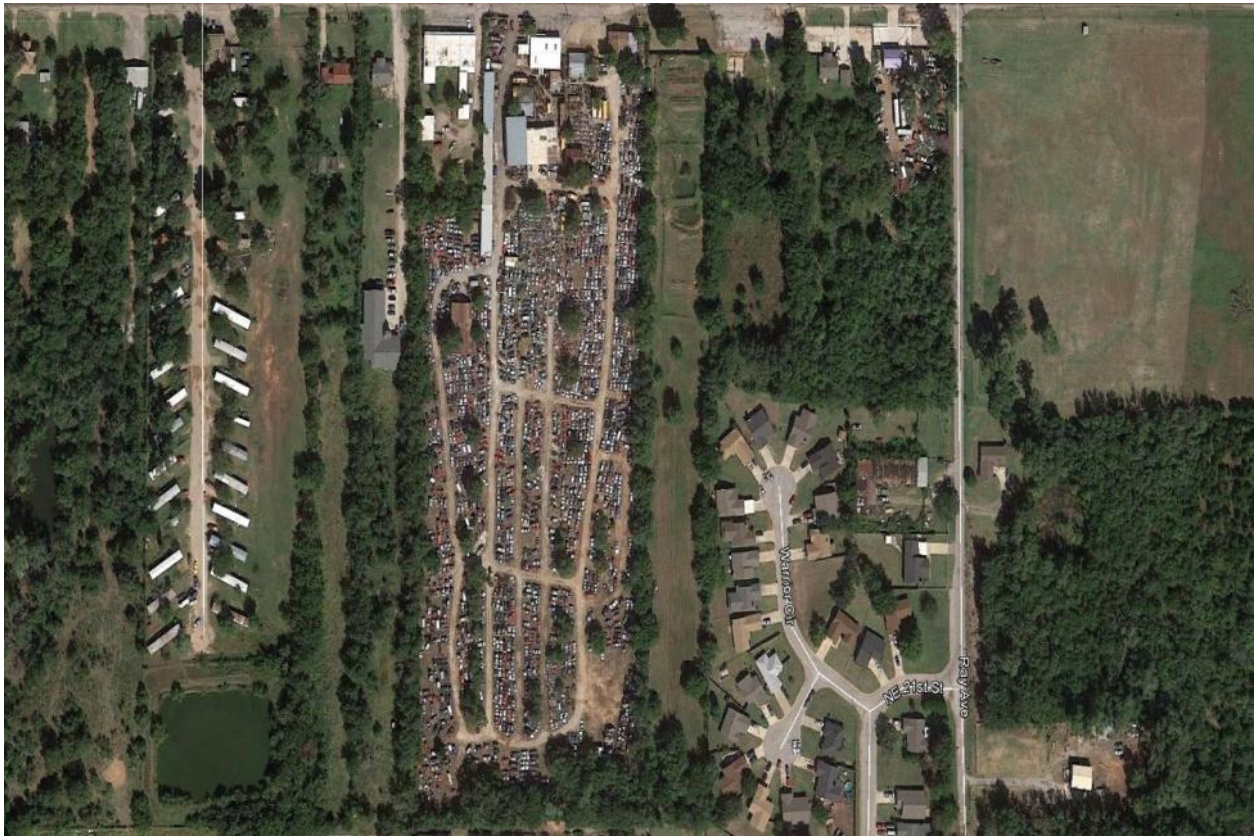






Exhibit B









Table 11: Study Area Oklahoma County Assessor Improvements

Year	Total Improvement Records	Condition		Occupancy Description	Average Year Built	
		Below Average	Minimum	Salvage	All	Commercial / Industrial
2000	4,373	89	127	56	1948	1960
2005	4,349	65	130	83	1949	1968
2010	4,323	142	123	80	1950	1950
2013	4,295	182	117	77	1950	1950

Table 12: Study Area Oklahoma County Assessor Accounts

Year	Parcels		Acres**			
	Vacant Lots*	%	Exempt	%	Vacant Lots***	%
2000	742	14.1%	1,517	39.5%	1,083	28.2%
2005	748	14.2%	1,524	39.7%	1,062	27.7%
2010	794	15.0%	1,522	39.7%	1,185	30.9%
2013	844	15.9%	1,572	41.0%	1,154	30.1%

*Listed as vacant by Oklahoma County Assessor

**Acreage based of GIS data and calculations

***Does not include Streets, Sidewalks, and ROW

Table 13: Oklahoma County & Study Area Property Values 2000 – 2013

Year	% Change					
	Market Value		Taxable Market Value		Net Assessed Value	
	Study Area	Oklahoma City	Study Area	Oklahoma City	Study Area	Oklahoma City
2000						
2005	34.2%	45.7%	37.4%	37.4%	45.4%	39.8%
2010	25.8%	32.5%	42.3%	40.5%	46.9%	41.5%
2013	-16.5%	5.9%	-0.6%	9.4%	-0.4%	9.6%

LEGAL DESCRIPTION

NE Renaissance Urban Renewal Area Boundary

June 5, 2014

Revised July 18, 2014

A tract of land being a portion of Sections Fourteen (14), Fifteen (15), Twenty-two (22), Twenty-three (23), Twenty-four (24), Twenty-five (25), Twenty-six (26) and Twenty-seven (27) all in Township Twelve (12) North, Range Three (3) West of the Indian Meridian, Oklahoma City, Oklahoma County and being a portion of Sections Nineteen (19), Twenty (20), Twenty-nine (29) and Thirty (30), all in Township Twelve (12) North, Range Two (2) West of the Indian Meridian, Oklahoma City, Oklahoma County, Oklahoma, being more particularly described as follows:

BEGINNING at the intersection of the West right-of-way line of N. Laird Avenue and the South right-of-way line of N.E. 23rd Street, said point being the POINT OF BEGINNING;

THENCE North and Northwest (NW) along and with the West right-of-way line of N. Laird Avenue to the Northwest right-of-way line of Spring Lake Drive;

THENCE Northeast along and with the Northwest right-of-way line of Spring Lake Drive to the Southernmost Corner of Lot Nine (9) of Block B as shown on the recorded plat Park Terrace Addition;

THENCE Northwest and North along and with the West line of Lot Nine (9) of Block B as shown on the recorded plat Park Terrace Addition to the South right-of-way line of N.E. 36th Street;

THENCE West along and with the South right-of-way line of N.E. 36th Street to the West right-of-way line of Phillips Avenue;

THENCE North along and with the West right-of-way line of N. Phillips Avenue to the North right-of-way line of N.E. 42nd Street;

THENCE East along and with the North right-of-way line of N.E. 42nd Street to the extended East line of the Northwest Quarter (NW/4) of the Northwest Quarter (NW/4) of the Southwest Quarter (SW/4) of Section Fourteen (14), Township Twelve (12) North, Range Three (3) West;

THENCE South along and with the extended East line of the Northwest Quarter (NW/4) of the Northwest Quarter (NW/4) of the Southwest Quarter (SW/4) of Section Fourteen (14), Township Twelve (12) North, Range Three (3) West to the Northwest (NW) Corner of Block Twelve (12) as shown on the recorded plat Park Estates;

THENCE South along and with the West line of Block Twelve (12) as shown on the recorded plat Park Estates to the North right-of-way line of Springlake Drive;

THENCE Northeast along and with the North right-of-way line of Springlake Drive to the extended South right-of-way line of N.E. 38th Street;

THENCE Southeast and East along and with the South right-of-way line of NE 38th Street to the East right-of-way line of Staton Drive;

THENCE South along and with the East right-of-way line of Staton Drive to the North right-of-way line of N.E. 36th Street;

THENCE East along and with the North right-of-way line of N.E. 36th Street to the East right-of-way line of N. Martin Luther King Avenue;

THENCE South along and with the East right-of-way line of N. Martin Luther King Avenue to the North right-of-way line of N.E. 30th Street;

THENCE East along and with the North right-of-way line of N.E. 30th Street to the East right-of-way line of Parkway (unimproved) as shown on the recorded plat Lyon 2nd Addition;

THENCE South along and with the East right-of-way line of Parkway (unimproved) as shown on the recorded plat Lyon 2nd Addition to the South right-of-way line of N.E. 28th Street;

Thence East along and with the South right-of-way line of N.E. 28th Street to the East right-of-way line of Granada Boulevard (unimproved) as shown on the recorded plat Lyon 2nd Addition;

THENCE Southwest along and with the East right-of-way line of Granada Boulevard (unimproved) as shown on the recorded plat Lyon 2nd Addition to the North right-of-way line of N.E. 27th Street;

THENCE East along and with the North right-of-way line of N.E. 27th Street to the extended Northeast right-of-way line of Normandy Street;

THENCE Southeast along and with the extended Northeast right-of-way line of Normandy Street to the North right-of-way line of N.E. 25th Street;

THENCE South along and with the East right-of-way line of Highland Drive to the North right-of-way line of Madison Street;

THENCE East along and with the North right-of-way line of Madison Street to the West right-of-way line of Miramar Boulevard;

THENCE North along and with the West right-of-way line of Miramar Boulevard approximately 462 feet;

THENCE East approximately 125 feet;

THENCE North approximately 134 feet;

THENCE West approximately 75 feet to the East right-of-way line of Miramar Boulevard;

THENCE North along and with the East right-of-way line of Miramar Boulevard approximately 32 feet;

THENCE East approximately 100 feet;

THENCE North approximately 134 feet;

THENCE West approximately 100 feet to the East right-of-way line of Miramar Boulevard;

THENCE North along and with the East right-of-way line of Miramar Boulevard to the East/West Quarter Section line of Section Twenty-four (24), Township Twelve (12) North, Range Three (3) West;

THENCE West along and with the East/West Quarter Section line of Section Twenty-four (24), Township Twelve (12) North, Range Three (3) West to the North/South Quarter Section line of Section Twenty-four (24), Township Twelve (12) North, Range Three (3) West;

THENCE North along and with the North/South Quarter Section line of Section Twenty-four (24), Township Twelve (12) North, Range Three (3) West to the East right-of-way line of Grand Boulevard;

THENCE Northwest along and with the East right-of-way line of Grand Boulevard to the South right-of-way line of N.E. 36th Street;

THENCE East along and with the South right-of-way line of N.E. 36th Street to the West right-of-way line of Bryant Avenue;

THENCE South along and with the West right-of-way line of Bryant Avenue to the North right-of-way line of N.E. 27th Street (unimproved);

THENCE West along and with the North right-of-way line of N.E. 27th Street (unimproved) to the East right-of-way line of Sycamore Avenue (unimproved);

THENCE South along and with the East right-of-way line of Sycamore Avenue (unimproved) to the South line of the 20 foot Alley in Block Three (3) as shown on the recorded plat Wails' 2nd Addition;

THENCE East along and with the South line of the 20 foot Alley in Block Three (3) as shown on the recorded plat Wails' 2nd Addition extended and the South line of the 20 foot Alley in Block Four (4) as shown on the recorded plat Wails' 2nd Addition to a point 10 foot West of the Northeast (NE) Corner of Lot Twenty-six (26) of Block Four (4) as shown on the recorded plat Wails' 2nd Addition;

THENCE North parallel to and 10 foot West of the extended East line of Lot Seven (7) of Block Four (4) as shown on the recorded plat Wails' 2nd Addition to the South right-of-way line of N.E. 24th Street;

THENCE East along and with the South right-of-way line of N.E. 24th Street to the West right-of-way line of Bryant Avenue;

Thence North along and with the West right-of-way line of Bryant Avenue approximately 571.6 feet;

THENCE East approximately 482 feet;

THENCE North approximately 416 feet;

THENCE East approximately 804 feet;

THENCE South approximately 336 feet;

THENCE East approximately 496 feet;

THENCE North approximately 187.88 feet;

THENCE Northeast to Southernmost Corner of Lot One (1) of Block Eight (8) as shown on the recorded plat South Forest Park Addition;

THENCE Southeast along and with the South line of the recorded plat South Forest Park Addition to the Westernmost Corner of Lot Two (2) of Block Seven (7) as shown on the recorded plat South Forest Park Addition;

THENCE Southwest approximately 16.97 feet;

THENCE South approximately 168.71 feet;

THENCE East to the Southeast (SE) Corner of Lot Three (3) of Block Five (5) as shown on the recorded plat South Forest Park Addition;

THENCE North along and with the East line of Block Five (5) as shown on the recorded plat South Forest Park Addition to the North line of the South Half (S/2) of the Southeast Quarter (SE/4) of Section Nineteen (19), Township Twelve (12) North, Range Two (2) West;

THENCE East along and with the North line of the South Half (S/2) of the Southeast Quarter (SE/4) of Section Nineteen (19), Township Twelve (12) North, Range Two (2) West to the East right-of-way line of Coltrane Road;

THENCE South along and with the East right-of-way line of Coltrane Road approximately 64 feet;

THENCE East to the East right-of-way line of Bartell Road;

THENCE North along and with the East right-of-way line of Bartell Road to the North line of the South Half of the Southeast Quarter (SE/4) of Section Twenty (20), Township Twelve (12) North, Range Two (2) West;

THENCE East along and with the North line of the South Half of the Southeast Quarter (SE/4) of Section Twenty (20), Township Twelve (12) North, Range Two (2) West approximately 610 feet;

THENCE North to the North line of the Southeast Quarter (SE/4) of Section Twenty (20), Township Twelve (12) North, Range Two (2) West;

THENCE East along and with the North line of the Southeast Quarter (SE/4) of Section Twenty (20), Township Twelve (12) North, Range Two (2) West approximately 426.6 feet;

THENCE South approximately 1331.13 feet;

THENCE West approximately 100 feet;

THENCE South to the South right-of-way line of N.E. 23rd Street;

THENCE West along and with the South right-of-way line of N.E. 23rd Street approximately 584 feet;

THENCE South approximately 693.83 feet;

THENCE Southwesterly approximately 113.15 feet;

THENCE Southwesterly approximately 195 feet;

THENCE Southwesterly approximately 205.95 feet;

THENCE Southwesterly approximately 13.92 feet;

THENCE Southwesterly approximately 181.99 feet;

THENCE Southwesterly approximately 260.90 feet;

THENCE Southwesterly approximately 401.35 feet;

THENCE Southwesterly approximately 211.70 feet;

THENCE Southwesterly approximately 187.60 feet;

THENCE Southwesterly approximately 203.20 feet;

THENCE Southwesterly approximately 21.32 feet to the East line of the recorded plat Day's Garden Addition;

THENCE North along and with the East line of the recorded plat Day's Garden Addition approximately 1028.9 feet;

THENCE East approximately 300 feet;

THENCE North to the South right-of-way line of N.E. 23rd Street;

THENCE West along and with the South right-of-way line of N.E. 23rd Street approximately 250 feet

THENCE South approximately 250 feet;

THENCE West approximately 50 feet;

THENCE South to the North line of the recorded plat Day's Garden Addition;

THENCE West along and with the North line of Day's Garden Addition approximately 190 feet;

THENCE North approximately 175 feet;

THENCE West approximately 330 feet;

THENCE North approximately 350 feet;

THENCE West approximately 165 feet;

THENCE North to the South right-of-way line of N.E. 23rd Street;

THENCE West to the East right-of-way line of Peachtree Street;

THENCE South along and with the East right-of-way line of Peachtree Street approximately 200 feet;

THENCE West to the East right-of-way line of Coltrane Road;

THENCE South along and with the East right-of-way line of Coltrane Road approximately 175 feet;

THENCE East approximately 471.5 feet;

THENCE South approximately 250 feet;

THENCE West to the West right-of-way line of Coltrane Road;

THENCE South along and with the West right-of-way line of Coltrane Road approximately 620 feet;

THENCE West approximately 610 feet;

THENCE North to the South right-of-way line of N.E. 23rd Street;

THENCE West along and with the South right-of-way line of N.E. 23rd Street to the East right-of-way line of Palomino Drive;

THENCE South along and with the East right-of-way line of Palomino Drive to the extended South line of Lot Twenty-two (22) as shown on the recorded plat Baggett's Re-Subdivision;

THENCE West along and with the extended South line of Lot Twenty-two (22) as shown on the recorded plat Baggett's Re-Subdivision to the Southwest (SW) Corner of Lot Twenty-two (22) as shown on the recorded plat Baggett's Re-Subdivision;

THENCE North along and with the West line of Lot Twenty-two (22) as shown on the recorded plat Baggett's Re-Subdivision approximately 141 feet;

THENCE West approximately 150 feet;

THENCE South approximately 341 feet;

THENCE West to the West line of Block One (1) as shown on the recorded plat Suburban Acres;

THENCE South along and with the West line of Block One (1) as shown on the recorded plat Suburban Acres approximately 171.4 feet;

THENCE West to the East right-of-way line of Ray Avenue;

THENCE South along and with the East right-of-way line of Ray Avenue approximately 212 feet;

THENCE West to the East line of Block One (1) as shown on the recorded plat Warrior Heights;

THENCE North along and with the East line of Block One (1) as shown on the recorded plat Warrior Heights to the Northeast (NE) Corner of Lot Eleven (11) of Block One (1) as shown on the recorded plat Warrior Heights;

THENCE West along and with the North line of Block One (1) as shown on the recorded plat Warrior Heights approximately 116 feet;

THENCE North to the South right-of-way line of N.E. 23rd Street;

THENCE West along and with the South right-of-way line of N.E. 23rd Street approximately 297 feet;

THENCE South to the North line of Block One (1) as shown on the recorded plat Warrior Heights;

THENCE West along and with the North line of Block One (1) as shown on the recorded plat Warrior Heights and the North line of Block One (1) as shown on the recorded plat Garden Oaks approximately 462 feet;

THENCE North to the South right-of-way line of N.E. 23rd Street;

THENCE West along and with the South right-of-way line of N.E. 23rd Street approximately 211.7 feet;

THENCE South to a point on the North line of the recorded plat Garden Oaks;

THENCE West along and with the North line of the recorded plat Garden Oaks and the North line of Block Five (5) as shown on the recorded plat Dykins Heights Addition approximately 330 feet;

THENCE North approximately 690 feet;

THENCE West approximately 65 feet;

THENCE North to the South right-of-way line of N.E. 23rd Street;

THENCE West along and with the South right-of-way line of N.E. 23rd Street approximately 220 feet to the West right-of-way line of Michigan Avenue (vacated);

THENCE South along and with the West right-of-way line of Michigan Avenue (vacated) to the North right-of-way line of N.E. 20th Street;

THENCE West along and with the North right-of-way line of N.E. 20th Street to the extended West line of Lot Eleven (11) Block Twelve (12) as shown on the recorded plat Dykins Heights Addition;

THENCE South along and with the West line of Lot Eleven (11) Block Twelve (12) as shown on the recorded plat Dykins Heights Addition to the Southwest (SW) Corner of said Lot Eleven (11) Block Twelve (12) as shown on the recorded plat Dykins Heights Addition;

THENCE West to the Northwest (NW) Corner of Lot Forty-six (46) Block Twelve (12) as shown on the recorded plat Dykins Heights Addition;

THENCE South along and with the West line of said Lot Forty-six (46) Block Twelve (12) as shown on the recorded plat Dykins Heights Addition to the North right-of-way line of

N.E. 19th Street;

THENCE East along and with the North right-of-way line of N.E. 19th Street to the extended East line of Lot Six (6) Block Eleven (11) as shown on the recorded plat Dykins Heights Addition;

THENCE South along and with the East line of said Lot Six (6) Block Eleven (11) as shown on the recorded plat Dykins Heights Addition to the Southeast (SE) Corner of said Lot Six (6) Block 11 as shown on the recorded plat Dykins Heights Addition;

THENCE West to the Northwest (NW) Corner of Lot Forty-six (46) Block Eleven (11) as shown on the recorded plat Dykins Heights Addition;

THENCE South along and with the West line of said Lot Forty-six (46) Block Eleven (11) as shown on the recorded plat Dykins Heights Addition to the North right-of-way line of N.E. 18th Street;

THENCE East along and with the North right-of-way line of N.E. 18th Street to the extended East line of Lot Eight (8) Block One (1) as shown on the recorded plat Sunny Knoll Addition;

THENCE South along and with the East line of said Lot Eight (8) Block One (1) as shown on the recorded plat Sunny Knoll Addition to the Southeast (SE) Corner of said Lot Eight (8) Block One (1) as shown on the recorded plat Sunny Knoll Addition;

THENCE West to the Northwest (NW) Corner of Lot Seventeen (17) Block One (1) as shown on the recorded plat Sunny Knoll Addition;

THENCE South along and with the West line of said Lot Seventeen (17) Block One (1) as shown on the recorded plat Sunny Knoll Addition to the North right-of-way line of N.E. 17th Street;

THENCE East along and with the North right-of-way line of N.E. 17th Street to the extended East line of Lot Nine (9) Block Two (2) as shown on the recorded plat Sunny Knoll Addition;

THENCE South along and with the extended East line of Lot Nine (9) Block Two (2) as shown on the recorded plat Sunny Knoll Addition to the Southeast (SE) Corner of said Lot Nine (9) Block Two (2) as shown on the recorded plat Sunny Knoll Addition;

THENCE West to the Northwest (NW) Corner of Lot Thirteen (13) Block Two (2) as shown on the recorded plat Sunny Knoll Addition;

THENCE South along and with the West line of said Lot Thirteen (13) Block Two (2) as shown on the recorded plat Sunny Knoll Addition to the North right-of-way line of N.E. 16th Street;

THENCE West along and with the North right-of-way line of N.E. 16th Street to the West

right-of-way line of Bryant Avenue;

THENCE North along and with the West right-of-way line of Bryant Avenue to the North line of Block One (1) as shown on the recorded plat Bryant Center;

THENCE West along and with the North line of Block One (1) as shown on the recorded plat Bryant Center to the Southeast (SE) Corner of Block Six (6) as shown on the recorded plat Bryant Center;

THENCE North along and with the East line of Block Six (6) as shown on the recorded plat Bryant Center to the Northeast (NE) Corner of Lot Nine (9) of Block Six (6) as shown on the recorded plat Bryant Center;

THENCE Southwesterly and South along and with the East right-of-way line of Farris Avenue to the South right-of-way line of N.E. 20th Street;

THENCE West along and with the South right-of-way line of N.E. 20th Street to the East line of the recorded plat Success Heights;

THENCE North along and with the East line of the recorded plat Success Heights to the South line of the 10 foot Alley in Block One (1) as shown on the recorded plat Success Heights;

THENCE West along and with the South line of the 10 foot Alley in Block One (1) as shown on the recorded plat Success Heights to a point 25 feet West of the Northeast (NE) Corner of Lot Twenty-six (26) of Block One (1) as shown on the recorded plat Success Heights;

THENCE South to the South right-of-way line of N.E. 22nd Street;

THENCE West along and with the South right-of-way line of N.E. 22nd Street to the East right-of-way line of Grand Boulevard;

THENCE South along and with the East right-of-way line of Grand Boulevard to the extended North line of Lot Six (6) of Block Seven (7) as shown on the recorded plat Success Heights;

THENCE West along and with the extended North line of Lot Six (6) of Block Seven (7) as shown on the recorded plat Success Heights to the Northwest (NW) Corner of Lot Six (6) of Block Seven (7) as shown on the recorded plat Success Heights;

THENCE South along and with the West line of Lot Six (6) of Block Seven (7) as shown on the recorded plat Success Heights to the extended North line of the 10 foot Alley in Block Seven (7) as shown on the recorded plat Success Heights;

THENCE West along and with the extended North line of the 10 foot Alley in Block Seven (7) as shown on the recorded plat Success Heights to a point 25 feet West of the Southwest (SW) Corner of Lot Thirty-two (32) in Block Seven (7) as shown on the

recorded plat Success Heights, said point lying on the West line of the Northeast Quarter (NE/4) of Section Twenty-five (25), Township Twelve (12) North, Range Three (3) West;

THENCE North along and with the West line of the Northeast Quarter (NE/4) of Section Twenty-five (25) and the West line of the Southeast Quarter (SE/4) of Section Twenty-four (24), Township Twelve (12) North, Range Three (3) West to the North right-of-way line of N.E. 23rd Street;

THENCE West along and with the North right-of-way line of N.E. 23rd Street to a point 18.2 feet West of the Southeast (SE) Corner of Block Eighteen (18) as shown on the recorded plat Fairfax Addition;

THENCE South to a point on the South line of Lot Forty-two (42) of Block Four (4) as shown on the recorded plat Meadors-Baird Subdivision of Block 4 Prospect Heights, said point being 104.7 feet East of the Southwest (SW) Corner of said Lot Forty-two (42) of Block Four (4) as shown on the recorded plat Meadors-Baird Subdivision of Block 4 Prospect Heights;

THENCE West along and with the South line of Lot Forty-two (42) of Block Four (4) as shown on the recorded plat Meadors-Baird Subdivision of Block 4 Prospect Heights to the Southwest (SW) Corner of Lot Forty-two (42) of Block Four (4) as shown on the recorded plat Meadors-Baird Subdivision of Block 4 Prospect Heights;

THENCE North along and with the West line of Lots Forty-two (42) and Forty-three (43) of Block Four (4) as shown on the recorded plat Meadors-Baird Subdivision of Block 4 Prospect Heights to the South line of the 10 foot Alley as shown on the recorded plat Tuxedo Park;

THENCE West along and with the South line of the 10 foot Alley as shown on the recorded plat Tuxedo Park to the Southeast (SE) Corner of Lot One (1) Block One (1) as shown on the recorded plat Glen Ellyn Place;

THENCE continuing West along and with the extended South line of Lots One (1) through Five (5) of Block One (1) and the extended South line of Lots One (1) through Five (5) of Block Two (2) as shown on the recorded plat Glen Ellyn Place to the East line of the 10.6 feet Alley as shown on the recorded plat Sunrise Addition;

THENCE continuing West along and with extended South line of the 10 foot Alley as shown on the recorded plat Sunrise Addition to the West line of the 15 foot Alley as shown on the recorded plat Sunrise Addition;

THENCE North along and with the West line of the 15 foot Alley as shown on the recorded plat Sunrise Addition to the Southeast (SE) Corner of Lot Four (4) as shown on the recorded plat Sunrise Addition;

THENCE West along and with the South line of Lot Four (4) as shown on the recorded plat Sunrise Addition to the East right-of-way line of Kelley Avenue;

THENCE South along and with the East right-of-way line of Kelley Avenue to the extended South line of Block One (1) as shown on the recorded plat Amended Plat of The State Capitol Addition;

THENCE West along and with the extended South line of Block One (1) as shown on the recorded plat Amended Plat of The State Capitol Addition to the centerline of Culbertson Drive (unimproved) as shown on the recorded plat Amended Plat of The State Capitol Addition;

THENCE North along and with the centerline of Culbertson Drive (unimproved) as shown on the recorded plat Amended Plat of The State Capitol Addition to the South right-of-way line of N.E. 23rd Street;

THENCE West along and with the South right-of-way line of N.E. 23rd Street to the POINT OF BEGINNING.

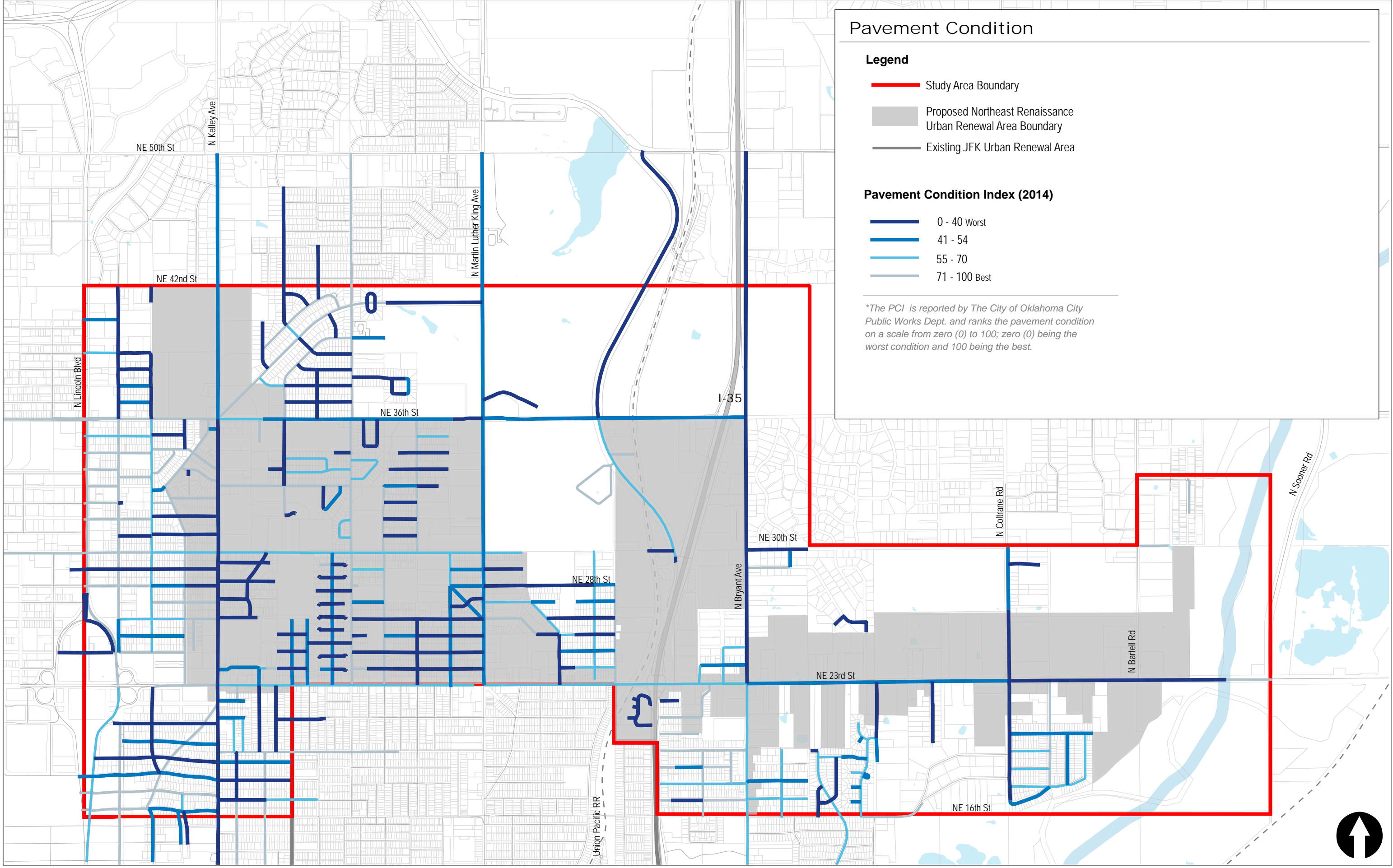
Pavement Condition

- Legend**
- Study Area Boundary
 - Proposed Northeast Renaissance Urban Renewal Area Boundary
 - Existing JFK Urban Renewal Area

Pavement Condition Index (2014)

- 0 - 40 Worst
- 41 - 54
- 55 - 70
- 71 - 100 Best

**The PCI is reported by The City of Oklahoma City Public Works Dept. and ranks the pavement condition on a scale from zero (0) to 100; zero (0) being the worst condition and 100 being the best.*



0 0.5 1 Miles



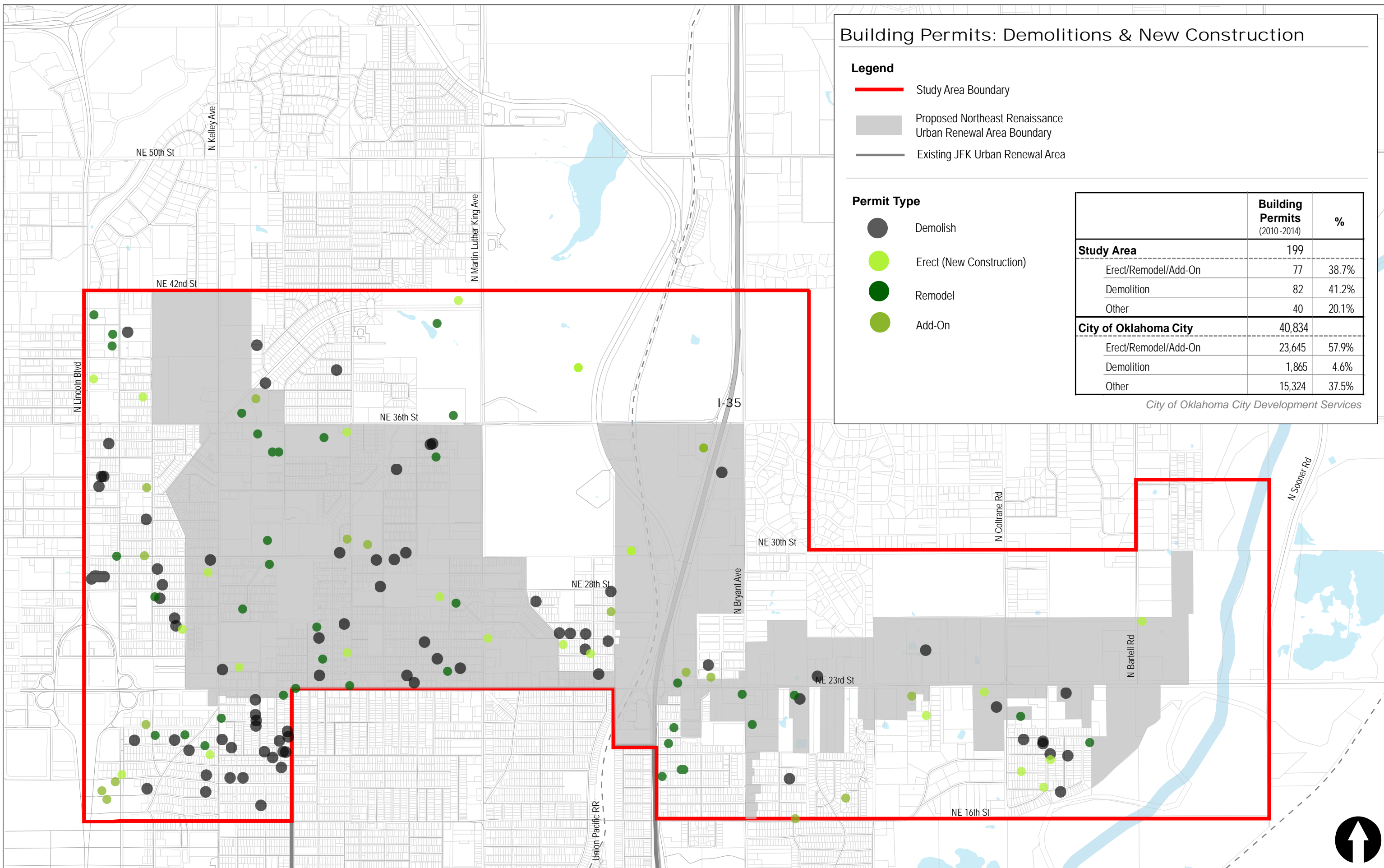
Building Permits: Demolitions & New Construction

- Legend**
- ▬ Study Area Boundary
 - Proposed Northeast Renaissance Urban Renewal Area Boundary
 - Existing JFK Urban Renewal Area

- Permit Type**
- Demolish
 - Erect (New Construction)
 - Remodel
 - Add-On

	Building Permits (2010-2014)	%
Study Area	199	
Erect/Remodel/Add-On	77	38.7%
Demolition	82	41.2%
Other	40	20.1%
City of Oklahoma City	40,834	
Erect/Remodel/Add-On	23,645	57.9%
Demolition	1,865	4.6%
Other	15,324	37.5%

City of Oklahoma City Development Services








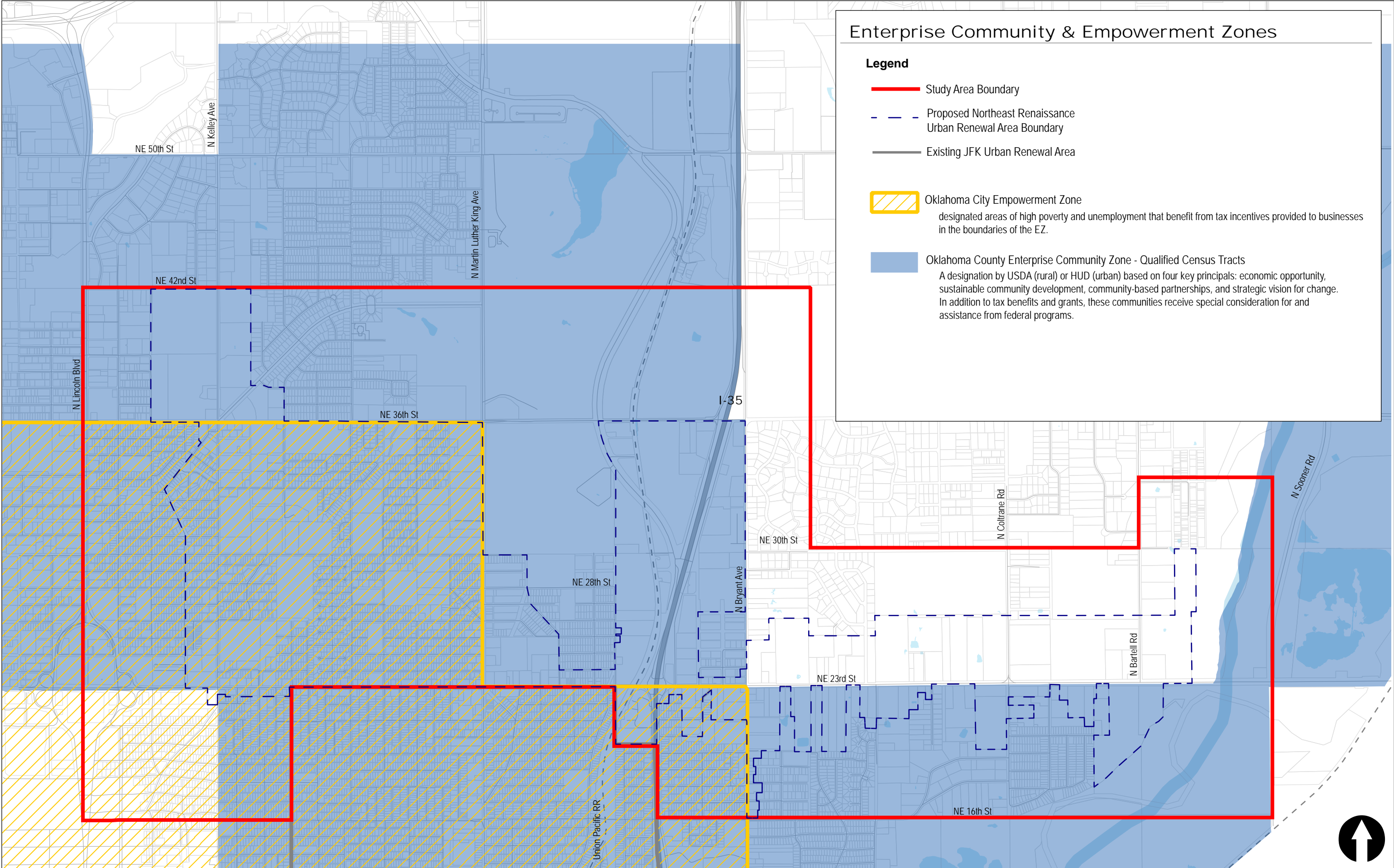
0 0.5 1 Miles



Enterprise Community & Empowerment Zones

Legend

-  Study Area Boundary
-  Proposed Northeast Renaissance Urban Renewal Area Boundary
-  Existing JFK Urban Renewal Area
-  Oklahoma City Empowerment Zone
designated areas of high poverty and unemployment that benefit from tax incentives provided to businesses in the boundaries of the EZ.
-  Oklahoma County Enterprise Community Zone - Qualified Census Tracts
A designation by USDA (rural) or HUD (urban) based on four key principals: economic opportunity, sustainable community development, community-based partnerships, and strategic vision for change. In addition to tax benefits and grants, these communities receive special consideration for and assistance from federal programs.






0 0.5 1 Miles






2000 - 2010 Study Area New Market Tax Credit Qualification

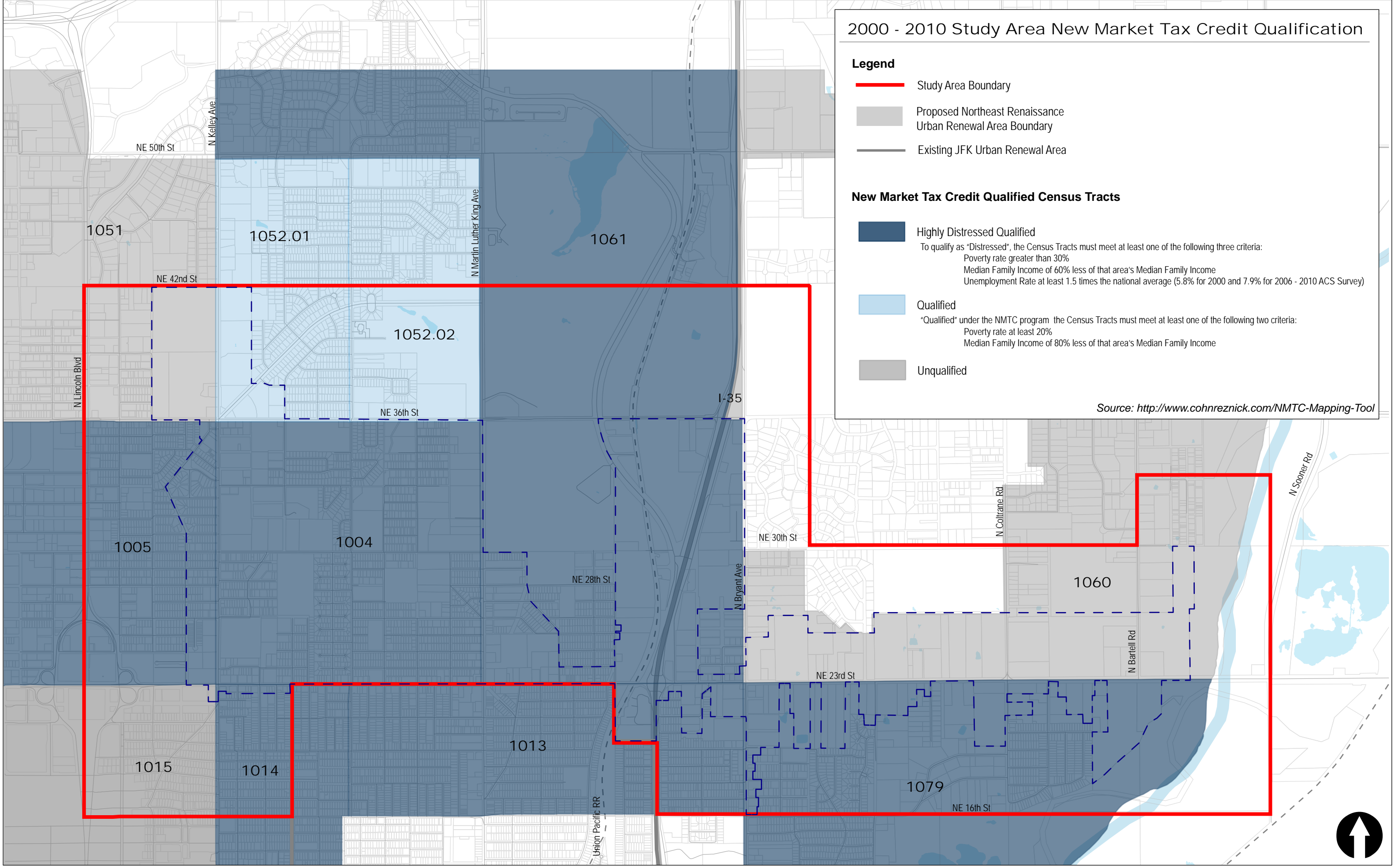
Legend

-  Study Area Boundary
-  Proposed Northeast Renaissance Urban Renewal Area Boundary
-  Existing JFK Urban Renewal Area

New Market Tax Credit Qualified Census Tracts

-  **Highly Distressed Qualified**
To qualify as "Distressed", the Census Tracts must meet at least one of the following three criteria:
 - Poverty rate greater than 30%
 - Median Family Income of 60% less of that area's Median Family Income
 - Unemployment Rate at least 1.5 times the national average (5.8% for 2000 and 7.9% for 2006 - 2010 ACS Survey)
-  **Qualified**
"Qualified" under the NMTC program the Census Tracts must meet at least one of the following two criteria:
 - Poverty rate at least 20%
 - Median Family Income of 80% less of that area's Median Family Income
-  **Unqualified**

Source: <http://www.cohnreznick.com/NMTC-Mapping-Tool>



0 0.5 1 Miles



Potential Brownfield Sites






Legend

-  Study Area Boundary
-  Proposed Northeast Renaissance Urban Renewal Area Boundary
-  Existing JFK Urban Renewal Area





**Note this figure is for planning purposes only. Potential Brownfield Sites depicted may include sites with actual or perceived contamination from petroleum products, hazardous substance, or other controlled substances. The Potential Brownfields depicted were identified through regulatory database review, current operations, or historical land use.*

For questions please contact the Oklahoma City Brownfields Coordinator.



Potential Environmental Concerns

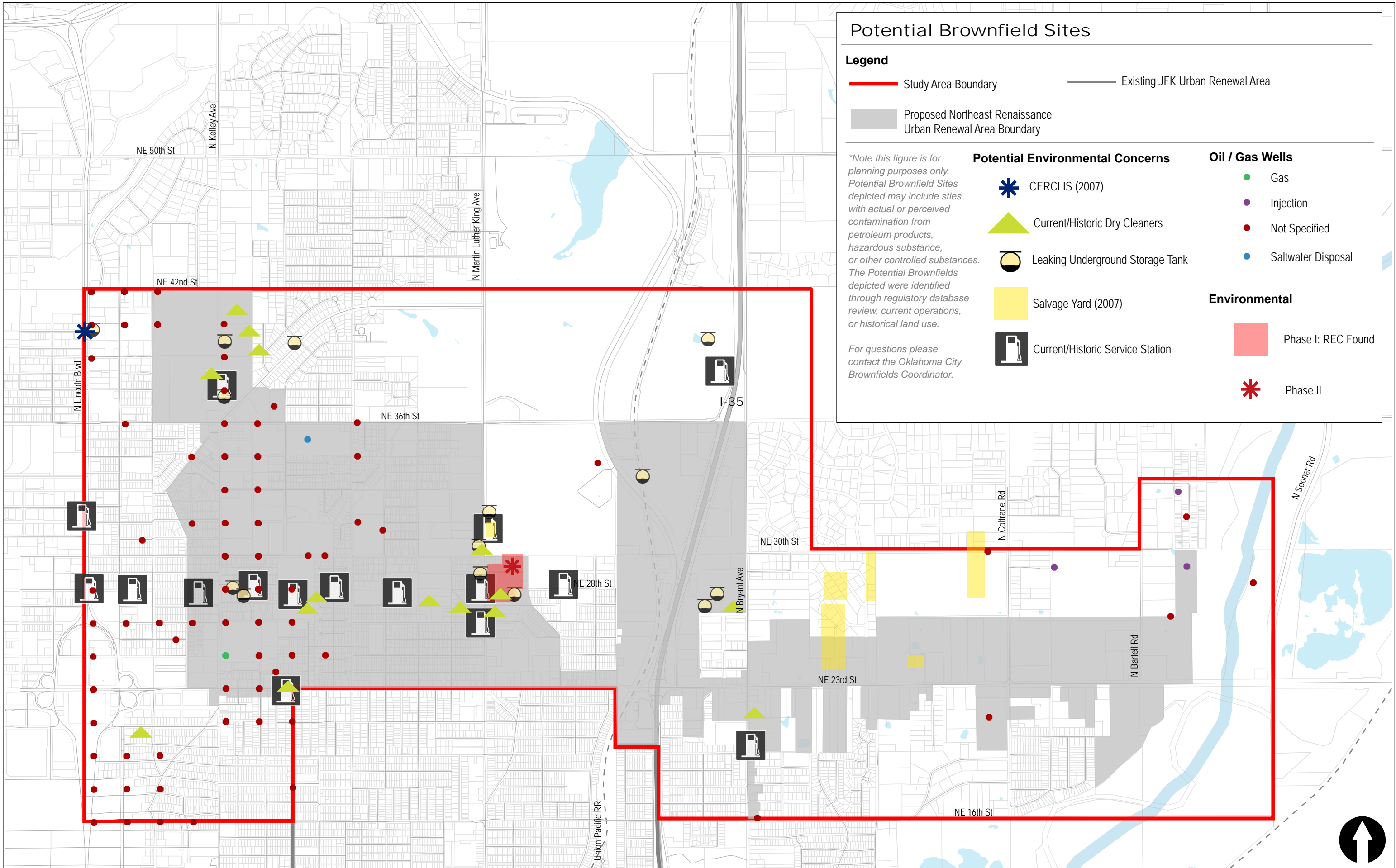
-  CERCLIS (2007)
-  Current/Historic Dry Cleaners
-  Leaking Underground Storage Tank
-  Salvage Yard (2007)
-  Current/Historic Service Station

Oil / Gas Wells

-  Gas
-  Injection
-  Not Specified
-  Saltwater Disposal

Environmental



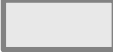

-  Phase I: REC Found
-  Phase II

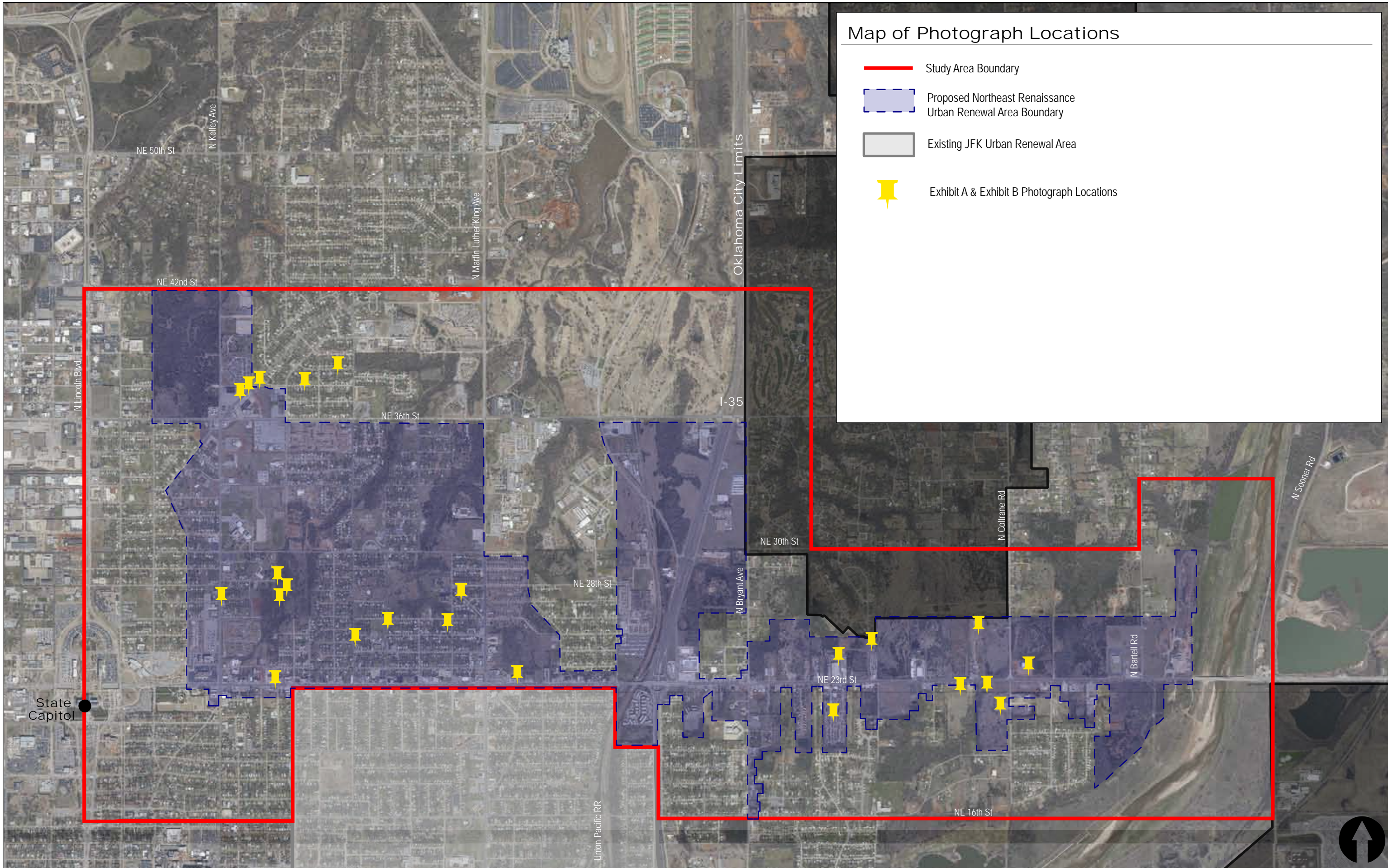


0 0.5 1 Miles



Map of Photograph Locations

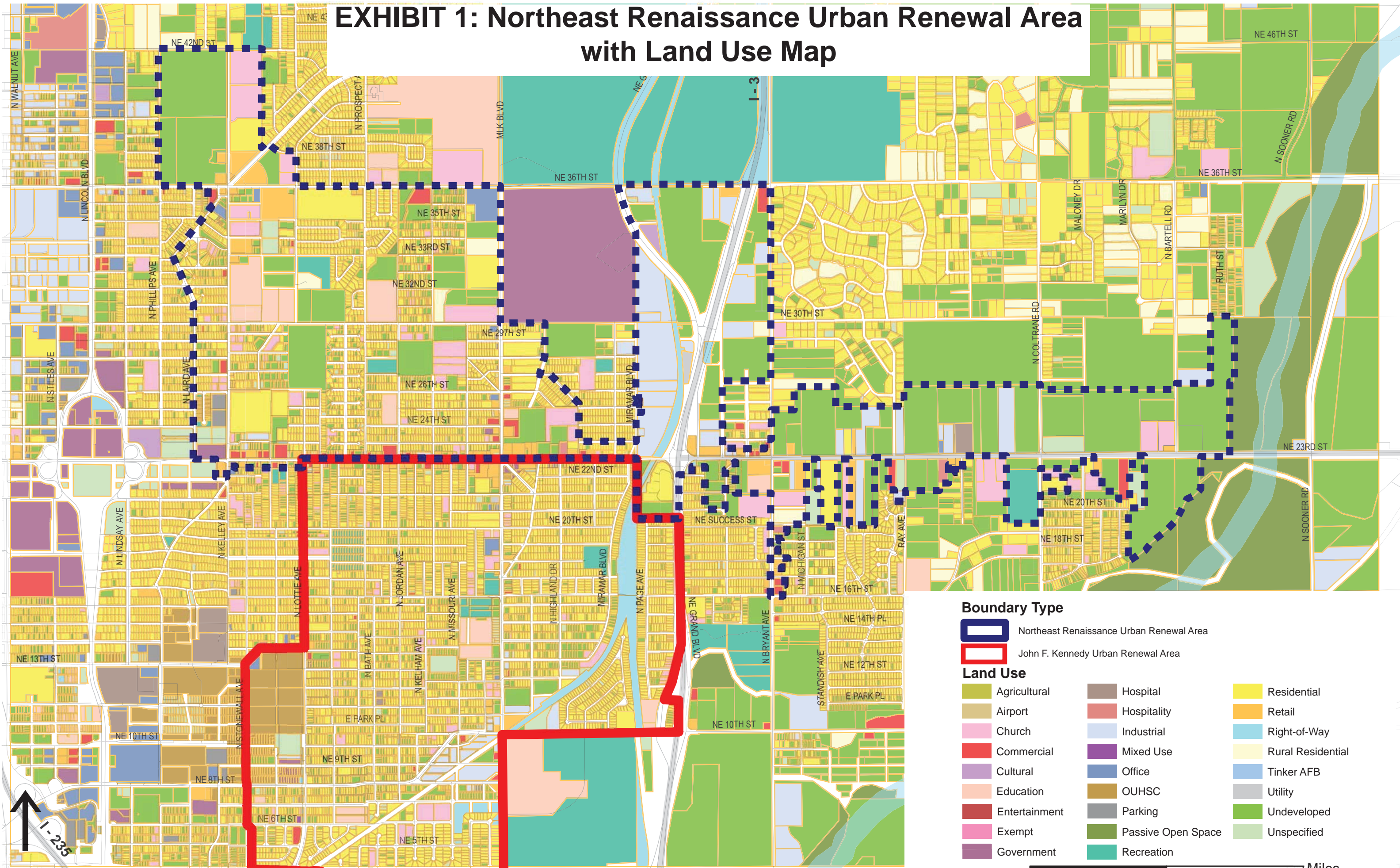
-  Study Area Boundary
-  Proposed Northeast Renaissance Urban Renewal Area Boundary
-  Existing JFK Urban Renewal Area
-  Exhibit A & Exhibit B Photograph Locations





0 0.5 1 Miles







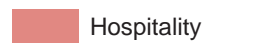






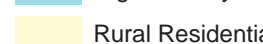



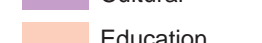
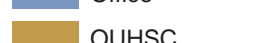
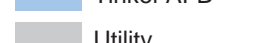
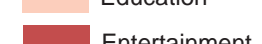
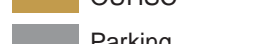
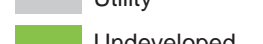
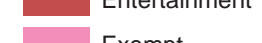
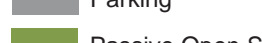
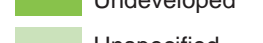
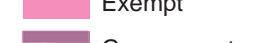
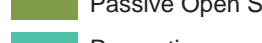
EXHIBIT 1: Northeast Renaissance Urban Renewal Area with Land Use Map

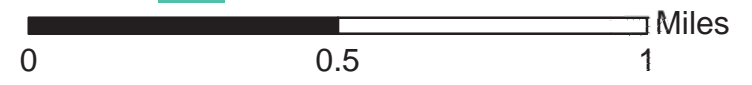


Boundary Type

-  Northeast Renaissance Urban Renewal Area
-  John F. Kennedy Urban Renewal Area

Land Use

- | | | |
|---|--|---|
|  Agricultural |  Hospital |  Residential |
|  Airport |  Hospitality |  Retail |
|  Church |  Industrial |  Right-of-Way |
|  Commercial |  Mixed Use |  Rural Residential |
|  Cultural |  Office |  Tinker AFB |
|  Education |  OUHSC |  Utility |
|  Entertainment |  Parking |  Undeveloped |
|  Exempt |  Passive Open Space |  Unspecified |
|  Government |  Recreation | |



OKLAHOMA CITY

**URBAN
RENEWAL
AUTHORITY**

To: Board of Commissioners
From: Catherine O'Connor, Executive Director
Date: November 4, 2014
Ref: Resolution Authorizing An Amendment To The Contract For Sale Of Land And Redevelopment Between The Oklahoma City Urban Renewal Authority, Bricktown Apartments, LLC And Bricktown East Sheridan Holdings, LLC; Approving Construction Documents; Authorizing The Executive Director To Approve Evidence Of Financing Upon Redeveloper's Receipt Of Firm Financing Commitment From The United States Department Of Housing And Urban Development; Maps Sports-Entertainment-Parking Support Redevelopment Plan, As Amended

Background: In September 2012, the Authority approved a Redevelopment Agreement with Bricktown Apartments, LLC and Bricktown East Sheridan Holdings, LLC for the three-phase redevelopment of a series of parcels in east Bricktown located near the intersection of Sheridan Avenue and Lincoln Boulevard. In August 2013, the Authority approved Schematic Design Documents for Phase I ("NSP Parcel"). The NSP Parcel is a mixed-income, mixed-use residential project called The Steelyard that will include approximately 50 units that are affordable under NSP standards, approximately 200 market rate units, approximately 17,000 square feet of leasable retail space and an approximately 440-space parking garage. The building will be constructed of predominately brick veneer, with architectural metals and stucco board. In May 2014, the Board approved Design Development Documents.

Purpose of Agenda Item: The Resolution authorizes the negotiation of an amendment to the Contract for Sale of Land and Redevelopment to extend commencement and completion dates and to make minor technical changes that may be necessary to close on the financing from HUD; authorizes the approval of Construction Documents for the NSP Parcel; authorizes the Executive Director to approve the Redeveloper's Evidence of Financing; and authorizes the Executive Director and Legal Counsel to implement approvals and authorizations.

Staff Recommendation: Approval of Resolution

Attachments: None

RESOLUTION NO. _____

RESOLUTION AUTHORIZING AN AMENDMENT TO THE CONTRACT FOR SALE OF LAND AND REDEVELOPMENT BETWEEN THE OKLAHOMA CITY URBAN RENEWAL AUTHORITY, BRICKTOWN APARTMENTS, LLC AND BRICKTOWN EAST SHERIDAN HOLDINGS, LLC; APPROVING CONSTRUCTION DOCUMENTS; AUTHORIZING THE EXECUTIVE DIRECTOR TO APPROVE EVIDENCE OF FINANCING UPON REDEVELOPER'S RECEIPT OF FIRM FINANCING COMMITMENT FROM THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT; MAPS SPORTS-ENTERTAINMENT-PARKING SUPPORT REDEVELOPMENT PLAN, AS AMENDED

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

WHEREAS, the Board of Commissioners of the Authority has previously approved the Contract for Sale and Redevelopment (“Redevelopment Agreement”) with Bricktown Apartments, LLC (“Redeveloper”) and Bricktown East Sheridan Holdings, LLC, as amended, that contemplates construction of a high-quality mixed-use development (the “Project”) on three parcels located near the intersection of East Sheridan Avenue and North Lincoln Boulevard; and

WHEREAS, the Board of Commissioners of the Authority has also previously approved Schematic Design Documents and Design Development Documents for Phase I (the “NSP Property”) of the Project; and

WHEREAS, the Board of Commissioners of the Authority deems it appropriate and desirable to authorize the Executive Director and Legal Counsel to negotiate an amendment to the Redevelopment Agreement to extend certain performance dates, including the dates for commencement and completion of construction, and to make minor changes of a technical or procedural nature, as may be necessary or desirable in order to close on the financing through the United States Department of Housing and Urban Development (“HUD”); and

WHEREAS, pursuant to the provisions of the Redevelopment Agreement, the Redeveloper has submitted Construction Documents for the NSP Property for consideration and approval by the Authority; and

WHEREAS, the Board of Commissioners of the Authority deems it appropriate and desirable to approve the Construction Documents for the NSP Property, subject to conditions and exceptions, if any, contained in the approval letter issued pursuant to this resolution; and

WHEREAS, pursuant to the provisions of the Redevelopment Agreement, the Redeveloper is required to submit Evidence of Financing for consideration and approval by the Authority; and

WHEREAS, the Redeveloper has applied for and expects to receive a firm financing commitment from HUD; and

WHEREAS, the Board of Commissioners of the Authority deems it appropriate and desirable to authorize the Executive Director to approve the Redeveloper's Evidence of Financing upon receipt of Redeveloper's firm financing commitment from HUD.

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

1. The Executive Director and Legal Counsel are hereby authorized to negotiate an amendment to the Redevelopment Agreement to extend certain performance dates, including the dates for commencement and completion of construction, and to make minor changes of a technical or procedural nature that may be necessary or desirable in order to close on the financing from HUD.
2. The Construction Documents for the NSP Property submitted by the Redeveloper are hereby approved and determined to be in accordance with the terms of the Redevelopment Agreement and the Redevelopment Plan, subject to such limiting conditions and exceptions as may be contained in the approval letter to be issued by the Executive Director of the Authority in accordance with this approval.
3. The Executive Director of the Authority is hereby authorized to approve the Redeveloper's Evidence of Financing upon receipt by Redeveloper of a firm financing commitment from HUD.
4. The Officers, Executive Director, and Legal Counsel of the Authority are authorized to execute such documents and take such other actions as may be necessary to implement these approvals and authorizations.

I, _____, Secretary of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, certify that the foregoing Resolution No. _____ was duly adopted at a **special** meeting of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, held at its offices at 105 North Hudson Avenue, Suite 101, Oklahoma City, Oklahoma 73102, on the 4th day of **November, 2014**; 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)

OKLAHOMA CITY

URBAN
RENEWAL
AUTHORITY

To: Board of Commissioners
From: Catherine O'Connor, Executive Director
Date: November 04, 2014
Ref: Resolution Conditionally Designating Redeveloper for Lots One (1) Through Twelve (12) and Lots Seventeen (17) Through Thirty-Two (32) in Block Sixty (60) of the Original Plat of Oklahoma City, Core to Shore Urban Renewal Area

Background: The Authority authorized the issuance of a Request For Proposals (“RFP”) for property generally bounded by South Hudson Avenue, West Reno Avenue, South Walker Avenue, and the vacated West California Avenue at its July 16, 2014 meeting. The RFP was released on August 5, 2014 and provided 60 days to respond. On October 6, 2014, the submission deadline date, two redevelopment proposals were received.

Milhaus Development proposes to construct a 20-story, mixed-use tower consisting of approximately 300 residential units, 15,000 sf of commercial space, and a 450-space parking garage. The anticipated total cost of the project is approximately \$80 million.

Clayco, Inc. proposes to create a comprehensive development in conjunction with the OG&E headquarters development directly north of the site offered by the Authority in the RFP. Clayco proposes two towers consisting of a 25-story commercial building, a 26-story residential apartment tower of approximately 253-units, and structured parking in between. The Authority site would total an estimated \$280 million investment and would mirror the development on the OG&E site (with an anticipated investment of \$250 million).

Both development teams will have 15 minutes to present their proposal to the Board at which time the Board will determine the proposal most responsive to the requirements of the RFP and will conditionally designate that respondent the redeveloper of the site.

Purpose of Agenda Item: To conditionally designate a redeveloper for the site generally bounded by South Hudson Avenue, West Reno Avenue, South Walker Avenue, and the vacated West California Avenue

Staff Recommendation: Designate conditional redeveloper(s) as determined most appropriate by the discretion of the Board

RESOLUTION NO. _____

RESOLUTION CONDITIONALLY DESIGNATING REDEVELOPER FOR LOTS ONE (1) THROUGH TWELVE (12) AND LOTS SEVENTEEN (17) THROUGH THIRTY-TWO (32) IN BLOCK SIXTY (60) OF THE ORIGINAL PLAT OF OKLAHOMA CITY, CORE TO SHORE URBAN RENEWAL AREA

WHEREAS, the Oklahoma City Urban Renewal Authority (“Authority”) has previously publicly invited proposals for all of the following property generally bound by South Hudson Avenue, West Reno Avenue, South Walker Avenue, and the vacated West California Avenue, which is more particularly described as follows:

Lots One (1) through Twelve (12), all inclusive, and Lots Seventeen (17) through Thirty-two (32), all inclusive in Block Sixty (60) according to the Original Plat of Oklahoma City, Oklahoma County, Oklahoma, plus the south 50 feet of vacated California Avenue; and

WHEREAS, two redevelopment proposals were submitted in response to the public invitation; and

WHEREAS, the Board of Commissioners of the Authority has reviewed each of the redevelopment proposals submitted in response to the public invitation; and

WHEREAS, in accordance with the public invitation process, the Board of Commissioners finds that the proposals submitted by _____ is most 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 _____ as redeveloper of the tract of land described above, with the final legal description of the area subject to the determination and approval of the Authority; 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 redevelopment agreement 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 _____ is hereby deemed to be an acceptable initial proposal, and _____ is hereby conditionally designated as the redeveloper for the proposed redevelopment site.

2. The Executive Director and Legal Counsel of the Authority are authorized and directed to negotiate with _____ 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 redevelopment agreement to the Board of Commissioners for review and consideration.

I, _____, Secretary of the Board of Commissioners for the Oklahoma City Urban Renewal Authority, certify that the foregoing resolution No. _____ was duly adopted at a **special** meeting of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, held at its offices at 105 N. Huston, Suite 101, Oklahoma City, Oklahoma, on the **4th** day of **November, 2014**; said meeting was held in accordance with the By-Laws of the Authority and the Oklahoma Open Meetings Act, that a quorum was present at all times during said meeting; and the Resolution was duly adopted by a majority of those Commissioners present.

SECRETARY

OKLAHOMA CITY

URBAN
RENEWAL
AUTHORITY

To: Board of Commissioners
From: Catherine O'Connor, Executive Director
Date: November 4, 2014
Ref: Approval of Annual Vendor List for Frequently Used Services

Background: In order to comply with Authority and federal procurement policies, OCURA and OCRA passed respective resolutions authorizing the solicitation of vendors for the following frequently used professional services:

- Architecture, City Planning, Urban Design and Landscape Architecture
- Civil Engineering and Traffic Services
- Land Surveying
- Appraisals
- Title Examination and Title Insurance Services

Purpose of Agenda Item: In order to compile lists for vendors, staff developed RFP's for each service, published a legal notice and individually notified vendors of the solicitation. Schedule A to the Resolution contains a list of the recommended vendors for each category.

Staff Recommendation: Staff proposes an annual solicitation for vendors to allow for competition and fee price adjustment. Due to the end of the year, it is proposed to have the vendors' lists run from November 4, 2014-December 31, 2015. There after the lists will run from January 1-December 31st annually.

Attachments: Exhibit A- Vendor List

RESOLUTION NO. _____

RESOLUTION APPROVING AN APPROVED VENDORS LIST FOR PROFESSIONAL SERVICES PROVIDERS, INCLUDING ARCHITECTURE AND CITY PLANNING CONSULTANTS, INDEPENDENT APPRAISAL SERVICES, TITLE EXAMINATION AND TITLE INSURANCE SERVICES, AND CIVIL ENGINEERING AND TRAFFIC CONSULTANTS

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

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

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

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

WHEREAS, the Board of Commissioners has authorized a public, competitive procurement process to select quality professional services providers and has complied with applicable procurement policies and regulations in connection with sources of funding; and

WHEREAS, the Authority has solicited invitations for proposals and/or requests for qualifications for professional services, including architecture and city planning consultants, independent appraisal services, title examination and title insurance services, surveying services, and civil engineering and traffic consultants, in support of the achievement of the objectives of the urban renewal plans that the Authority is implementing; and

WHEREAS, it is appropriate and desirable to create a list of preferred professional services providers from which the Authority may select such providers, to be taken from the responses to the invitations for proposals and requests for qualifications.

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

1. The Approved Vendor’s List, as shown in Schedule A to this Resolution, is hereby approved as the list of professional services providers for the professional services listed from which the Authority may enter into professional services contracts for the period from November 4, 2014 through December 31, 2015.

2. The Executive Director, with the advice and assistance of Legal Counsel, is authorized to enter into professional services agreements with the professional service providers listed on the Approved Vendor's List.
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 Vendor's List.
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 **special** meeting of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, held at its offices at 105 N. Hudson, Suite 101, Oklahoma City, Oklahoma 73102, on the **4th** day of **November, 2014**; 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)

Exhibit A
2014-2015 Professional Services Vendor Lists

1. Architecture, City Planning, Urban Design and Landscape Architecture

Miles Associates
Butzer Gardner
Rogers Partners
HFSD
Gateway Planning
RTKL

2. Civil Engineering and Traffic Studies

Cardinal
Johnson & Associates
TEC
FSB
MacArthur
Tetra Tech
Triad Design Group

3. Land Surveying

Lemke
CEC
Bob Manley
Johnson & Associates

4. Appraisals

Real Estate Technical Services
RC Borders
Bradford Black
Schmook Appraisal Company
Stacy and Associates

5. Title Examination and Title Insurance Services

American Eagle
Oklahoma City Abstract and Title

Renewal of vendor lists will occur on an annual basis to allow for competition and fee price adjustment. Due to the end of the calendar year, it is proposed to have these

vendors' lists run from November 4, 2014-December 31, 2015. There after the lists will run from January 1-December 31st annually.

Oklahoma City Urban Renewal Authority
Combining Balance Sheet and
Statement of Revenues, Expenditures and Changes in Fund Balance
as of and for the Three Months ending September 30, 2014

	<u>Closeout</u> <u>Project</u> <u>Fund</u>	<u>Revolving</u> <u>Fund</u>	<u>Core to Shore</u> <u>MAPS 3</u> <u>Fund</u>	<u>Core to Shore</u> <u>Buffer</u>	<u>SEP II</u> <u>Fund</u>	<u>Harrison-</u> <u>Walnut</u> <u>Other Fund</u>	<u>Nonfederal</u> <u>Fund</u>	<u>OCRC</u>	<u>Bass Pro</u> <u>Shop</u> <u>Fund</u>	<u>Total</u>	<u>Budget</u> <u>2014-15</u>
Assets											
Cash	697,826	86,078	132,123	1,357,542	-	35,588	347,695	221,630	230,397	3,108,879	
Investments	4,175,000	-	-	-	-	-	495,000	-	245,000	4,915,000	
Accounts Receivable	-	3,801	-	-	-	-	-	-	-	3,801	
Due from Other Governmental Entities	-	1,966	17,707	-	-	-	-	-	-	19,672	
Due from Other Funds	168,430	41,828	-	-	-	-	232,885	-	-	443,143	
Total Assets	5,041,256	133,672	149,830	1,357,542	-	35,588	1,075,580	221,630	475,397	8,490,495	
Liabilities and Fund Balances											
Due to Other Funds	66,830	133,375	215,834	-	7,851	19,254	-	-	-	443,143	
Accounts Payable	539	297	-	-	-	-	-	-	-	836	
Deposits	-	-	-	-	-	30,000	-	-	-	30,000	
Total Liabilities	67,368	133,672	215,834	-	7,851	49,254	-	-	-	473,979	
Total Fund Balances	4,973,888	-	(66,005)	1,357,542	(7,851)	(13,666)	1,075,580	221,630	475,397	8,016,515	
Total Liabilities and Fund Balances	5,041,256	133,672	149,830	1,357,542	-	35,588	1,075,580	221,630	475,397	8,490,495	
Revenues											
Grant Revenues - CDBG	-	-	-	-	-	-	-	-	-	-	1,844,274
Grant Revenues - Other	-	-	-	-	-	-	-	-	-	-	-
Rentals	21,327	-	-	-	-	-	-	-	104,867	126,195	736,820
Real Estate Sales	67,950	-	-	-	-	-	66,830	-	-	134,779	3,250,000
Interest	6,403	-	-	34	-	-	-	22	-	6,458	25,000
Core to Shore MAPS 3 Project	-	-	-	-	-	-	-	-	-	-	250,000
Other	-	-	-	-	-	-	-	-	-	-	-
Total Revenues	95,679	-	-	34	-	-	66,830	22	104,867	104,867	6,106,094
Expenditures											
General and Administrative	353,159	-	19,923	9,940	228	2,549	166	-	115	386,080	898,500
Real Estate Acquisition	3,139	-	1,120	364	-	4,725	-	-	-	9,348	2,300,000
Property Disposition	438,413	-	97	(114)	-	-	-	-	-	438,397	400,000
Site Clearance/Improvements	-	-	-	-	-	-	-	-	-	-	100,000
Legal and Professional	75,893	-	54,109	5,994	7,623	11,980	-	-	-	155,598	400,000
Property Management	86,825	-	-	-	-	-	-	-	36,172	122,996	457,500
Payments to the City of OKC	-	-	-	-	-	-	-	-	-	-	2,100,000
Other	-	-	-	-	-	-	-	-	-	-	40,000
Total Expenditures	957,428	-	75,249	16,185	7,851	19,254	166	-	36,287	1,112,419	6,696,000
Changes in Fund Balance	(861,748)	-	(75,249)	(16,151)	(7,851)	(19,254)	66,663	22	68,581	(844,987)	(589,906)
Fund Balance, Beginning of Year	5,835,636	-	9,244	1,373,693	-	5,588	1,008,917	221,608	406,816	8,861,502	
Fund Balance, Current	4,973,888	-	(66,005)	1,357,542	(7,851)	(13,666)	1,075,580	221,630	475,397	8,016,515	

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 September 30, 2014

	<u>Closeout</u> <u>Project</u> <u>Fund</u>	<u>Revolving</u> <u>Fund</u>	<u>Core to Shore</u> <u>MAPS 3</u> <u>Fund</u>	<u>Core to Shore</u> <u>Buffer</u>	<u>SEP II</u> <u>Fund</u>	<u>Harrison-</u> <u>Walnut</u> <u>Other Fund</u>	<u>Nonfederal</u> <u>Fund</u>	<u>OCRC</u>	<u>Bass Pro</u> <u>Shop</u> <u>Fund</u>	<u>Total</u>
Assets										
Cash	697,826	86,078	132,123	1,357,542	-	35,588	347,695	221,630	230,397	3,108,879
Investments	4,175,000	-	-	-	-	-	495,000	-	245,000	4,915,000
Accounts Receivable	-	3,801	-	-	-	-	-	-	-	3,801
Due from Other Governmental Entities	-	1,966	17,707	-	-	-	-	-	-	19,672
Due from Other Funds	168,430	41,828	-	-	-	-	232,885	-	-	443,143
Total Assets	5,041,256	133,672	149,830	1,357,542	-	35,588	1,075,580	221,630	475,397	8,490,495
Liabilities and Fund Balances										
Due to Other Funds	66,830	133,375	215,834	-	7,851	19,254	-	-	-	443,143
Accounts Payable	539	297	-	-	-	-	-	-	-	836
Deposits	-	-	-	-	-	30,000	-	-	-	30,000
Total Liabilities	67,368	133,672	215,834	-	7,851	49,254	-	-	-	473,979
Total Fund Balances	4,973,888	-	(66,005)	1,357,542	(7,851)	(13,666)	1,075,580	221,630	475,397	8,016,515
Total Liabilities and Fund Balances	5,041,256	133,672	149,830	1,357,542	-	35,588	1,075,580	221,630	475,397	8,490,495
Revenues										
Grant Revenues - CDBG	-	-	-	-	-	-	-	-	-	-
Grant Revenues - Other	-	-	-	-	-	-	-	-	-	-
Rentals	9,184	-	-	-	-	-	-	-	52,434	61,617
Real Estate Sales	65,081	-	-	-	-	-	66,830	-	-	131,911
Interest	2,459	-	-	12	-	-	-	8	-	2,478
Core to Shore MAPS 3 Project	-	-	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-	-	-
Total Revenues	76,724	-	-	12	-	-	66,830	8	52,434	196,007
Expenditures										
General and Administrative	158,404	-	10,431	25	228	2,549	(811)	-	-	170,825
Real Estate Acquisition	-	-	1,120	-	-	4,725	-	-	-	5,845
Property Disposition	127,025	-	-	-	-	-	-	-	-	127,025
Site Clearance/Improvements	-	-	-	-	-	-	-	-	-	-
Legal and Professional	34,489	-	3,226	2,181	2,465	1,427	-	-	-	43,788
Property Management	23,263	-	-	-	-	-	-	-	12,057	35,321
Payments to the City of OKC	-	-	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-	-	-
Total Expenditures	343,181	-	14,777	2,206	2,693	8,701	(811)	-	12,057	382,803
Changes in Fund Balance	(266,457)	-	(14,777)	(2,194)	(2,693)	(8,701)	67,641	8	40,377	(186,796)
Fund Balance, Beginning of Period	5,240,345	-	(51,228)	1,359,736	(5,158)	(4,965)	1,007,939	221,622	435,021	8,203,312
Fund Balance, Current	4,973,888	-	(66,005)	1,357,542	(7,851)	(13,666)	1,075,580	221,630	475,397	8,016,515

Oklahoma City Urban Renewal Authority
Schedule of Investments
September 30, 2014

<u>Investments</u>	<u>Interest</u> <u>Rate</u>	<u>Maturity</u> <u>Date</u>	<u>Settlement</u> <u>Date</u>	<u>Amount</u>
Key Bank N.A. CD	0.25%	10/24/14	04/24/13	245,000
Wells River Savings Bank CD	0.30%	10/27/14	09/26/13	245,000
Putnam First Mercantile Bank CD	0.30%	12/10/14	09/10/13	245,000
Firstbank CD	0.65%	12/15/14	09/13/13	245,000
Ally Bank CD	0.55%	01/26/15	07/24/13	245,000
GE Capital Retail Bank CD	0.60%	03/13/15	09/13/13	245,000
Goldman Sachs Bank USA CD	0.50%	04/24/15	04/24/13	245,000
Cathay Bank CD	0.60%	06/22/15	09/20/13	245,000
GE Capital Bank CD	0.70%	07/13/15	07/12/13	245,000
American Express Centurion CD	0.70%	07/27/15	07/25/13	245,000
Compass Bank CD	0.65%	09/11/15	09/11/13	245,000
Sallie Mae Bank CD	0.75%	10/17/15	10/16/13	245,000
State Bank of India CD	0.85%	10/19/15	10/18/13	245,000
Discover Bank CD	0.50%	12/11/15	12/11/13	245,000
SmartBank CD	0.50%	04/22/16	04/07/14	245,000
Safra National Bank CD	0.50%	09/15/15	09/15/14	245,000
Bank of China NY CD	0.45%	09/17/15	09/17/14	245,000
Comenity Capital Bank CD	0.85%	09/15/16	09/15/14	250,000
Park National Bank CD	0.90%	09/16/16	09/19/14	250,000
Investor's Bank/Short Hills CD	0.80%	09/26/16	09/26/14	250,000
Total Investments				4,915,000