

AGENDA
REGULAR MEETING OF
OKLAHOMA CITY URBAN RENEWAL AUTHORITY
WEDNESDAY, JUNE 15, 2016
CONFERENCE ROOM
431 WEST MAIN, SUITE B
10:30 A.M.

1. Call to Order
2. Statement of Compliance with the Oklahoma Open Meeting Law
3. Roll Call
4. Reading and Approval of Minutes of a Special Meeting held on Friday, April 22, 2016

JFK PROJECT AREA

5. Resolution No. _____ Approving a Redevelopment Agreement with Ron Walters Homes, LLC, for Two Single-Family Residences on Property Generally Located at 1740 Northeast Euclid Street and 1304 North Nebraska Avenue, John F. Kennedy Urban Renewal Plan (Okla. R-35)

CORE TO SHORE

6. Resolution No. _____ Approving Renewal of the Maps 3 Implementation and Coordination Agreement for the Core to Shore Urban Renewal Area and Approving Amendment No. 6 to the Maps 3 Implementation and Coordination Agreement in the Core to Shore Area

GENERAL

7. Resolution No. _____ Accepting the Proposal by BKD, LLP to Provide an Audit of Accounts for the Fiscal Year Ending June 30, 2016
8. Resolution No. _____ Approving a Budget for the Period of July 1, 2016, through June 30, 2017
9. Resolution No. _____ Approving an Amendment to the Agreement for General Counsel Services Between the Oklahoma City Urban Renewal Authority and the Center for Economic Development Law

OCURA AGENDA

June 15, 2016

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10. Resolution No. _____ Approving Community Development Block Grant Services Agreement Between the Oklahoma City Urban Renewal Authority and the Center for Economic Development Law, PLLC, Fiscal Year 2016–2017 for the Provision of General Counsel Services Needed in Connection with The CDBG Program in Accordance with The CDBG Operating Agreement Between the Oklahoma City Urban Renewal Authority and The City of Oklahoma City
11. Resolution No. _____ Authorizing and Approving the Renewal of Agreement for Professional Services Between the Oklahoma City Urban Renewal Authority and The Alliance for Economic Development of Oklahoma City
12. Presentation of Interim Financial Report for the Period Ending May 31, 2016
13. Staff Report
14. Citizens to be heard
15. Adjournment

POSTED at the offices of the City Clerk, Oklahoma City Urban Renewal Authority and at 431 West Main, Suite B by 10:30 a.m. on Tuesday, June 14, 2016 by Pam Lunnon, Executive Assistant

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 Friday, April 22, 2016 at 11:00 a.m. in the conference room located at 105 North Hudson; Suite 101; Oklahoma City, Oklahoma 73102.

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

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

Commissioners Absent:

Ms. Mary Mélon
Mr. Russell M. Perry

Staff Members Present:

Catherine O’Connor, Executive Director
Dan Batchelor, OCURA General Counsel, CEDL
Emily Pomeroy, The Center for Economic Development of Oklahoma City
Geri Kenfield, The Alliance for Economic Development of Oklahoma City
Cassi Poor, The Alliance for Economic Development of Oklahoma City
Nicolle Goodman, The Alliance for Economic Development of Oklahoma City
Pam Lunnon, The Alliance for Economic Development of Oklahoma City

Others Present:

Steve Lackmeyer, The Oklahoman
Chuck Ainsworth, Ainsworth Company
Bill Yen, Elliott & Associates

The Chairman requested a motion to approve the circulated minutes of the Special Board Meeting of the Oklahoma City Urban Renewal Authority held on Wednesday, March 9, 2016 at 9:00 a.m.

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

Mr. J. Larry Nichols	Aye
Ms. Mary Mélon	Absent
Mr. Russell M. Perry	Absent

OCURA Board of Commissioners, Wednesday, April 20, 2016

Mr. James R. Tolbert, III Aye
Mr. Mark Beffort Aye

Minutes Adopted

The Chairman introduced the following resolutions:

JFK PROJECT AREA

Resolution No. 5751 entitled:

“Approving a Supplemental Amendment to the Redevelopment Agreement with Mitchford SNI, LLC for a Single-Family Residential Development in Block 1, Edgemont Addition, John F. Kennedy (Okla. R-35) Urban Renewal Plan”

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

Resolution Adopted

CORE TO SHORE

Resolution No. 5752 entitled:

“Resolution of the Oklahoma City Urban Renewal Authority Authorizing the Acquisition of Real Property (Parcels V190 and V191) and the Institution of Condemnation Proceedings, if Necessary, Core To Shore Urban Renewal Plan”

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

Resolution Adopted

Resolution No. 5753 entitled:

“Resolution of The Oklahoma City Urban Renewal Authority Authorizing the Acquisition of Real Property (Parcel V189, A and B) and the Institution of Condemnation Proceedings, if Necessary, Core To Shore Urban Renewal Plan”

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

Resolution Adopted

CENTRAL BUSINESS DISTRICT

Resolution No. 5754 entitled:

“Authorizing an Invitation for Proposals for Redevelopment of Property at the Southeast Corner of North E.K. Gaylord Boulevard and Northwest 4th Street, constituting a Portion of Redevelopment Parcel Nos. 1-1, 1-2, and 1-7, Amended and reissued Central Business District Urban Renewal Plan (Project Okla. R-30), As Amended”

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

Resolution Adopted

HARRISON/WALNUT

Resolution entitled:

“Approving Amended Landscaping Plans Submitted by Ainsworth Triangle LLC for the Building Tract of the Flatiron Property, Harrison-Walnut Urban Renewal Plan”

Resolution Deferred – No Action Taken

GENERAL

Financial Report

Ms. Kenfield presented the financial reports through March 31, 2016

Staff Report

Executive Director reported the demolition for Page Woodson School is underway and the Civic Center Flats is under construction, all is going well.

There being no further business to come before the Board, the meeting was adjourned at 11:29 a.m.

Secretary

OKLAHOMA CITY

URBAN

RENEWAL

AUTHORITY

To: Board of Commissioners

From: Catherine O'Connor, Executive Director

Date: June 15, 2016

Ref: Resolution approving a Redevelopment Agreement with Ron Walters Homes, LLC, for Two Single-Family Residences on Lots on Property Generally Located at 1740 Northeast Euclid Street and 1304 North Nebraska Avenue, John F. Kennedy Urban Renewal Plan (OKLA. R-35)

Background: In June 2015, the Authority issued a Request for Proposals from builders and real estate developers for development of single family residential homes on scattered lots in the JFK Urban Renewal Area. Ron Walters Homes, LLC proposes to build 2 single-family residential homes on Authority property located in the John F. Kennedy Urban Renewal Project Area in accordance with design guidelines established by the Authority. The Redeveloper proposes to build the homes on remnant lots in Edgemont Addition and Weavers Second Addition. A redevelopment agreement has been negotiated.

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

Staff Recommendation: Approval of Resolution

Attachments: Redevelopment Agreement and Map Exhibit.

RESOLUTION NO. _____

RESOLUTION APPROVING A REDEVELOPMENT AGREEMENT WITH RON WALTERS HOMES, LLC, FOR TWO SINGLE-FAMILY RESIDENCES ON PROPERTY GENERALLY LOCATED AT 1740 NORTHEAST EUCLID STREET AND 1304 NORTH NEBRASKA AVENUE, JOHN F. KENNEDY URBAN RENEWAL PLAN (OKLA. R-35)

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

WHEREAS, the Executive Director and Legal Counsel have negotiated a Contract for Sale of Land and Redevelopment (“Redevelopment Agreement”) with Ron Walters Homes, LLC, (“Redeveloper”), for the construction of two single-family residences on property generally located at 1740 Northeast Euclid Street and 1304 North Nebraska Avenue, and more particularly described as follows:

All of Lots Thirteen (13) and Fourteen (14), Block Two (2), Weavers Second Addition and The West Twenty Feet (20’) of Lot Three (3) and All of Lot Four (4), Block Two (2), Edgemont Addition (“Property”), and recommend the Redevelopment Agreement for approval; and

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

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

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

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

3. The purchase price of \$0.20/square foot is determined to be an amount not less than the fair value of the Property for uses in accordance with the Urban Renewal Plan and the Redevelopment Agreement for the Property.
4. The Executive Director is authorized to review and approve submissions made by the Redeveloper pursuant to the Redevelopment Agreement and to impose requirements with respect thereto, if appropriate.

I, _____, Secretary of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, certify that the foregoing Resolution No. _____ was duly adopted at a **regular** meeting of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, held at Arts District Garage Conference Room, 431 West Main, Suite B, Oklahoma City, Oklahoma 73102, on the **15th** day of **June, 2016**; that said meeting was held in accordance with the By-Laws of the Authority and the Oklahoma Open Meetings Act; that any notice required to be given of such meeting was properly given; that a quorum was present at all times during said meeting; and that the Resolution was duly adopted by a majority of the Commissioners present.

SECRETARY

(SEAL)

CONTRACT FOR SALE OF LAND AND REDEVELOPMENT

BETWEEN

OKLAHOMA CITY URBAN RENEWAL AUTHORITY

AND

RON WALTERS HOMES, L.L.C.

**CONTRACT FOR SALE OF LAND AND REDEVELOPMENT
BETWEEN
OKLAHOMA CITY URBAN RENEWAL AUTHORITY
AND
RON WALTERS HOMES, L.L.C.**

This CONTRACT FOR SALE OF LAND AND REDEVELOPMENT (“Agreement”) is made this ____ day of _____, 20____ (“Effective Date”), by and between the OKLAHOMA CITY URBAN RENEWAL AUTHORITY, a public body corporate established pursuant to Oklahoma Urban Renewal laws, 11 O.S. § 38-101, *et seq.* (“Act”), and having its offices at 105 North Hudson, Suite 101, Oklahoma City, Oklahoma 73102 (“Authority”); and RON WALTERS HOMES, L.L.C. (the “Redeveloper”), having its office at 8501 S. Walker Avenue, Oklahoma City, Oklahoma 73139.

WITNESSETH:

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

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

WHEREAS, the Authority has offered to sell and the Redeveloper is willing to purchase and redevelop certain real property located in the Project Area, as more particularly described in Schedules A-1 (“1740 N. Euclid”) and A-2 (“1304 N. Nebraska”) annexed hereto and made a part hereof (1740 N. Euclid and 1304 N. Nebraska, collectively, the “Property”).

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

SECTION 1. SALE OF PROPERTY AND PURCHASE PRICE

Subject to the terms, covenants and conditions of this Agreement, the Authority will sell the Property to the Redeveloper for and in consideration of all the Redeveloper’s obligations under this Agreement. Moreover, the Redeveloper will purchase the Property from the Authority discharging said obligations and paying therefor, the Purchase Price of \$0.20 per square foot. The exact square footage will be based on the survey completed prior to closing on such property. The Purchase Price represents the Property’s fair reuse value of \$0.20 per square foot as established by the reuse appraisal currently on file at the

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

SECTION 2. CONVEYANCE OF PROPERTY

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

SECTION 3. OBLIGATIONS OF THE REDEVELOPER AND THE AUTHORITY

- 3.1 Execution of the Urban Renewal Plan.** The Redeveloper agrees to improve the Property in accordance with the Urban Renewal Plan by constructing a new single-family residence on each of 1740 N. Euclid and 1304 N. Nebraska as stipulated below:
- (a) The residences shall meet or exceed the design guidelines adopted by the Authority in the Oklahoma City Urban Renewal Authority (OCURA) Northeast Residential Design Standards, a copy of which has been made available to the Redeveloper.
 - (b) The residences shall be situated on their respective portions of the Property, constructed, and landscaped in substantial conformance to all applicable City regulations.
- 3.2 Submittal of Redevelopment Plan.** The Redeveloper shall, no later than sixty (60) days before the date construction is to commence pursuant to Section 3.6 below, submit to the Authority a Redevelopment Plan that illustrates the residences' compliance with Section 3.1 above. Such Redevelopment Plan shall include:
- (a) **Design Documents.** Drawings, site plans, floor plans, elevations, and other documents illustrating the scale of the residences, as well as plans fixing and describing the size and character of the residences as to structural, mechanical, and electrical systems, any development phasing proposed, and other such essentials as may be determined by the Authority;
 - (b) **Project Budget.** A budget showing, at a level of detail satisfactory to the Authority, the full cost of the construction of the residences and appurtenant site improvements ("Improvements");
 - (c) **Evidence of Financing Capacity.** Evidence satisfactory to the Authority that the Redeveloper has sufficient financing capacity and any commitments necessary to fund the full cost of the construction of the residences and Improvements; and
 - (d) **Construction Contract.** A form of construction contract between the Redeveloper and a licensed construction contractor.
- 3.3 Review of Redevelopment Plan.** The Authority, in its discretion, may approve the Redevelopment Plan in sufficient detail to permit fast-track construction. The Authority shall issue its approval, rejection, or further requirements within fifteen (15) days after receipt of the Redevelopment Plan.
- 3.4 Approval of Redevelopment Plan as Condition Precedent to Conveyance.** The Redeveloper's submittal of a Redevelopment Plan to the Authority and the Authority's approval of that Redevelopment Plan by the Authority are conditions precedent to the Authority's obligation to convey the Property to the Redeveloper under Section 2 above.

3.5 Changes to Redevelopment Plan. If the Authority requires the Redeveloper to make any changes upon review of the Redevelopment Plan, or if the Redeveloper desires to make any substantial or material change in the Redevelopment Plan, the Redeveloper shall submit the proposed change to the Authority in writing for its approval. All such changes must still comply with Section 3.1. The Executive Director will evaluate the proposed change and notify the Redeveloper in writing of the Authority's approval or disapproval within fifteen (15) days or less after the date of the Authority's receipt of notice of such proposed change.

3.6 Construction Commencement and Completion. Construction of the residences and related Improvements shall be commenced and completed on or before the following listed dates:

Commencement Date: September 30, 2016

Completion Date: September 30, 2017

3.7 Progress Reports. Subsequent to conveyance of the Property to the Redeveloper, and until construction of the Improvements has been completed, the Redeveloper shall make reports with respect to such construction to the Authority, in such detail and at such times as the Authority may reasonably request.

3.8 Certificates of Completion. Promptly after completion of each residence and related Improvements, the Authority will furnish the Redeveloper with an appropriate instrument certifying satisfactory completion of the same for the portion of the Property (1740 N. Euclid or 1304 N. Nebraska) on which the completed residence and Improvements sit. Such certifications by the Authority shall be a conclusive determination of satisfaction and termination of the agreements and covenants in this Agreement and in the Deeds with respect to construction of the residences and Improvements. The certifications provided for in this section shall be delivered to the Redeveloper in a suitable form as will enable it to be recorded in the proper office for the recording of deeds and other instruments pertaining to the Property (or relevant portion thereof).

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

SECTION 4. RESTRICTIONS AFFECTING PROPERTY

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

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

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

- (a) The covenants provided in Section 4.1(a) and 4.1(b) shall be covenants running with the land and shall be binding, for the benefit of, and enforceable by, the Authority, its successors and assigns, the City and any successor in interest to the Property, and the United States (in the case of the covenant provided in Section 4.1(b)), against the Redeveloper, its successors and assigns, and every successor in interest to the Property
- (b) The agreements and covenants provided in Section 4.1(a) shall remain in effect from the date of the Deeds until January 1, 2020.
- (c) The agreements and covenants provided in Section 4.1(b) shall remain in effect without limitation as to time; provided that such agreements and covenants shall be binding on the Redeveloper and each party in succession, possession, or occupancy of the Property or part thereof.

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

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

the relevant part thereof, as set forth in Section 3.6; provided, a transferee expressly assumes any outstanding obligations of the Redeveloper under this Agreement.

SECTION 5. REMEDIES

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

5.2 Revesting of Title in Authority upon Happening of Event Subsequent to Conveyance to Redeveloper. In the event that subsequent to conveyance of the Property to the Redeveloper and prior to completion of the residences and/or Improvements, as certified by the Authority:

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

then the Authority shall have the right to reenter and take possession of the Property and to terminate (and revest in the Authority) the estate conveyed by the Deeds to the

Redeveloper; provided, that such condition subsequent and any revesting of title as a result in the Authority:

- (d) shall always be subject to and limited by, and shall not defeat, render invalid, or limit in any way (i) the lien of any mortgage authorized by this Agreement, and (ii) any rights or interests provided in this Agreement for the protection of the holders of such mortgages; and
- (e) shall not apply to individual parts or parcels of the Property (or, in the case of parts or parcels leased, the leasehold interest) on which the residence or Improvements to be constructed thereon have been completed in accordance with this Agreement and for which a Certificate of Completion is issued therefor as provided in Section 3.8 hereof.

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

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

SECTION 6. MISCELLANEOUS

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

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

Ron Walters Homes, L.L.C.
Mr. Ron Walters
8501 South Walker Avenue
Oklahoma City, Oklahoma 73139

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

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

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

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

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

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

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

contained herein. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors and assigns.

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

- (c) The Redeveloper will send to each labor union or representative of workers with which the Redeveloper has a collective bargaining agreement or other contract or understanding, a notice, to be provided, advising the labor union or workers' representative of the Redeveloper's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employee and applicants for employment.
- (d) The Redeveloper will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (e) The Redeveloper will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and of the rules, regulations, and orders of the Secretary of Labor or the Secretary of Housing and Urban Development pursuant thereto, and will permit access to the Redeveloper's books, records, and accounts by the Authority, the Secretary of Housing and Urban Development, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (f) In the event of the Redeveloper's noncompliance with the non-discrimination clauses of this Section, or with any of the said rules, regulations, or orders, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Redeveloper may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with the procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (g) The Redeveloper will include the provisions of Paragraphs (a) through (g) of this Section in every contract or purchase order dealing with the construction of the Improvements, and will require the inclusion of these provisions in every written subcontract entered into by any of its contractors, unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each such contractor, subcontractor, or vendor, as the case may be. The Redeveloper will take such action with respect to any construction contract, subcontract, or purchase order as the Authority or the Department of Housing and Urban Development ("HUD") may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Redeveloper becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of

such direction by the Authority or HUD, the Redeveloper may request the United States to enter into such litigation to protect the interests of the United States. For the purpose of including such provisions in any construction contract, subcontract, or purchase order, as required hereby, the first three lines of this Section shall be changed to read, "During the performance of this Contract, the Contractor agrees as follows:" and the term "Redeveloper" shall be changed to "Contractor."

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

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

notice or knowledge that the latter has been found in violation of regulations under 24 C.F.R. Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

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

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

[SIGNATURE PAGES TO FOLLOW]

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

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

Catherine O'Connor, Executive Director

ACKNOWLEDGMENT

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

Before me, the undersigned, a Notary Public in and for said County and State, on this _____ day of _____, 2016, personally appeared Catherine O'Connor, to me known to be the identical person who executed the foregoing instrument as the Executive Director of the Oklahoma City Urban Renewal Authority, and acknowledged to me that she executed the same as her free and voluntary act on behalf of Oklahoma City Urban Renewal Authority, for the uses and purposes therein set forth.

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

NOTARY PUBLIC

My Commission Number: _____
My Commission Expires: _____

(Seal)

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

REDEVELOPER: **RON WALTERS HOMES, L.L.C.**, an Oklahoma limited liability company, "*Redeveloper*"

By: _____
RON WALTERS, MANAGING MEMBER

ACKNOWLEDGMENT

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

Before me, the undersigned, a Notary Public in and for said County and State, on this _____ day of _____, 2016, personally appeared Ron Walters, to me known to be the identical person who executed the foregoing instrument as the Managing Member of Ron Walters Homes, L.L.C. and acknowledged to me that he executed the same as his free and voluntary act on behalf of Ron Walters Homes, L.L.C., for the uses and purposes therein set forth.

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

NOTARY PUBLIC

My Commission No.: _____

My Commission Expires: _____

(SEAL)

SCHEDULE A-1

LEGAL DESCRIPTION—1740 N. EUCLID

The West Twenty Feet (20') of Lot Three (3) and All of Lot Four (4), Block Two (2), Edgemont Addition to Oklahoma City, Oklahoma County, Oklahoma, according to the recorded plat thereof.

SCHEDULE A-2

LEGAL DESCRIPTION—1304 N. NEBRASKA

All of Lots Thirteen (13) and Fourteen (14), Block Two (2), Weavers Second Addition to the City of Oklahoma City, Oklahoma County, Oklahoma, according to the recorded plat thereof.

**SCHEDULE B
TITLE EXCEPTIONS**

[insert title exceptions from title commitment]

SCHEDULE C

FORM OF DEED

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

Ron Walters
Ron Walters Homes, L.L.C.
8501 S. Walker Avenue
Oklahoma City, OK 73139

(SPACE ABOVE THIS LINE FOR RECORDERS 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*” or the “*Redevelopment Plan*”) for a blighted area in Oklahoma City designated the John F. Kennedy Urban Renewal Plan, Project Okla. R-35 (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, Oklahoma; and

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

WHEREAS, the Authority and the Redeveloper have heretofore entered into a certain 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 Redevelopment Plan has been undertaken; and

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

NOW, THEREFORE, this deed, made this ____ day of _____, 20____, by and between the **OKLAHOMA CITY URBAN RENEWAL AUTHORITY** (the “*Grantor*”), acting herein

pursuant to the above-mentioned law, and **RON WALTERS HOMES, L.L.C.** (the “*Redeveloper*” or the “*Grantee*”).

WITNESSETH:

That for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, the Grantor does, by this Special Warranty Deed, grant, bargain, sell and convey unto the Grantee to have and to hold the following described land and premises, situated in Oklahoma City, Oklahoma County, and more particularly described on Exhibit A attached hereto, together with all and singular, the hereditament and appurtenances thereunto belonging or in any wise appertaining to the above-described land, including all right, title, and interest in and to vacated streets and alleys abutting thereon, **LESS AND EXCEPT** any interest in and to oil, gas, coal, metallic ores, and other minerals therein and thereunder previously reserved or conveyed of record, **AND SUBJECT TO** the matters described in Exhibit B attached hereto.

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

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

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

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

shall prosecute diligently the construction of said improvements to completion: **Provided**, that in any event, construction shall commence no later than September 30, 2016, and shall be completed no later than September 30, 2017.

FOURTH: Until the Grantor certifies that all the aforesaid improvements specified to be done and made by the Grantee have been completed, the Grantee shall have no power to convey the property hereby conveyed or any part thereof without the prior written consent of the Grantor except to a mortgagee under a mortgage permitted by this Deed, there shall be no transfer, and the Grantee shall not permit any transfer, by any party, owning ten percent or more of the stock or partnership interests of the Grantee, of such stock or partnership interest, nor shall there be, or be suffered to be by the Grantee, any other similarly significant change in the ownership or interest of such stock or interest or in the relative distribution thereof, or with respect to the identity of the parties in control of the Grantee or the degree thereof, by any other method or means including, but not limited to, increased capitalization, merger, corporate or other amendments, issuance of additional or new stock or classification of stock, or otherwise.

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

SIXTH: Grantee shall not take any action to obtain, capture, or bring to the surface groundwater for consumption or domestic use.

The covenants and agreements contained in the covenant numbered FIRST shall terminate on January 1, 2020. The covenants and agreements contained in covenants numbered SECOND, THIRD, and FOURTH shall terminate on the date the Grantor issues the Certificate of Completion as herein provided except only that the termination of the covenant numbered SECOND shall in no way be construed to release the Grantee from its obligation to pay real estate taxes or assessments (or payments in lieu thereof) on the property hereby conveyed or any part thereof. The covenants numbered FIFTH and SIXTH shall remain in effect without any limitation as to time.

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

assigns, shall be entitled to and may of right enter upon and take possession of the said property; **provided**, that any such revesting of title to the Grantor:

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

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

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

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

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

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

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

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

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

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

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

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

BY: _____
Catherine O'Connor, Executive Director

ACKNOWLEDGMENT

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

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

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

NOTARY PUBLIC

My Commission No.: _____

My Commission Expires: _____

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

REDEVELOPER/GRANTEE
RON WALTERS HOMES, L.L.C., an Oklahoma limited liability company

BY: _____
RON WALTERS, Managing Member

ACKNOWLEDGMENT

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

Before me, a Notary Public in and for said State, on this _____ day of _____, 20____, personally appeared RON WALTERS, to me known to be the identical person who subscribed the name of the Grantor to the foregoing instrument as its Managing Member and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of Ron Walters Homes L.L.C., an Oklahoma limited liability company, for the uses and purposes therein set forth.

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

NOTARY PUBLIC

My Commission No.: _____

My Commission Expires: _____

EXHIBIT A
LEGAL DESCRIPTION

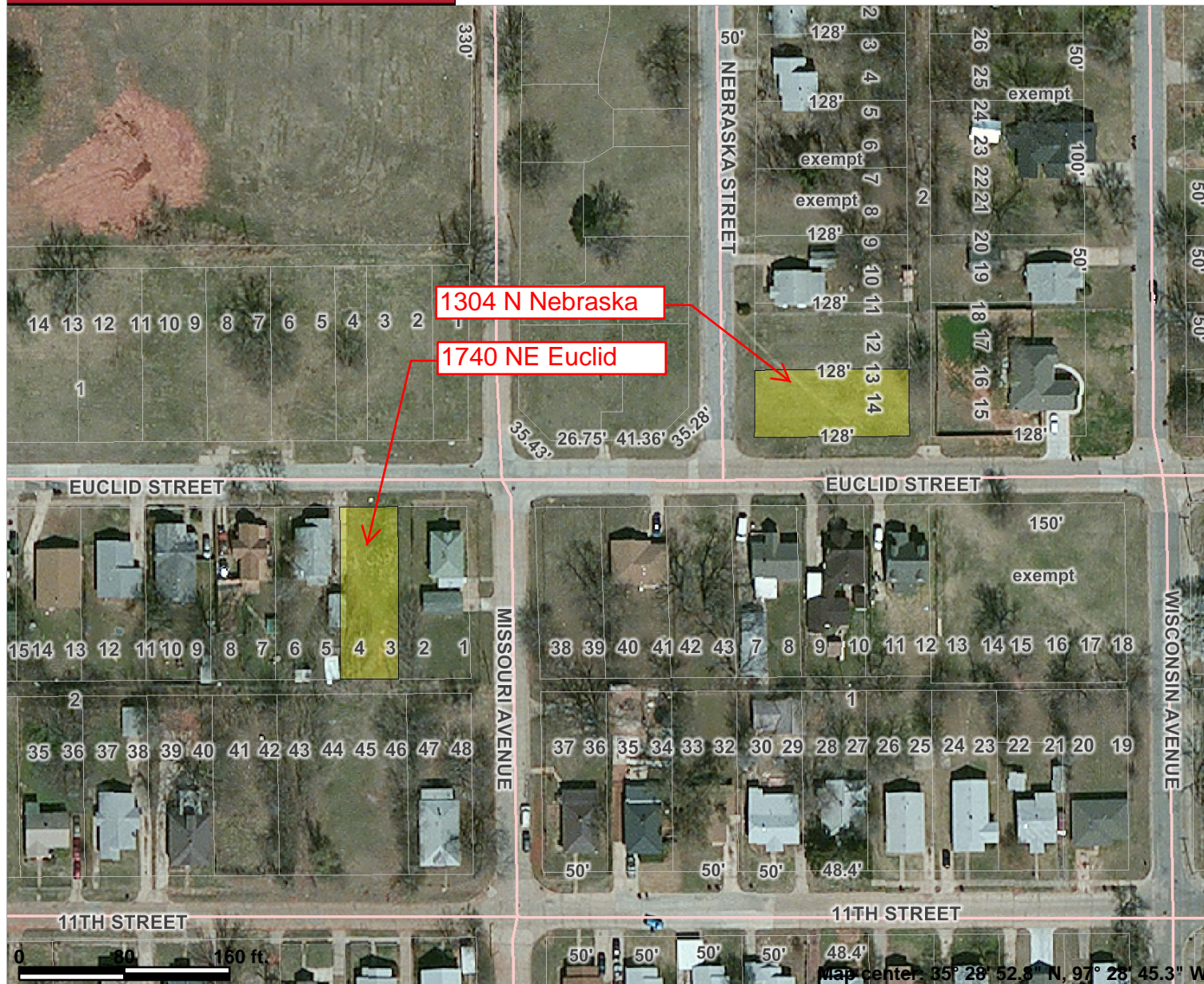
[Insert legal description for 1740 N. Euclid, 1304 N. Nebraska, or both]

EXHIBIT B

[To be inserted based on exceptions in title commitment]

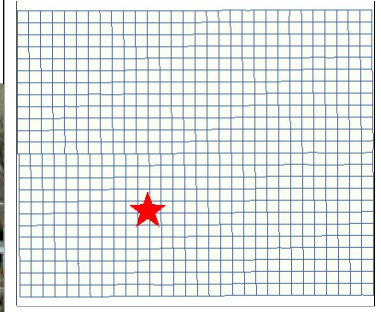


1740 NE Euclid & 1304 N Nebraska



1304 N Nebraska

1740 NE Euclid



Legend

- Annotation
- Sections
- Streets
- Parcels
- North Canadian River
- Rivers & Creeks
- Lakes
- Aerials (flown Feb 28th - March 23rd, 2011)
- County Background



Scale: 1:1,401

This map is a user generated static output from an Internet mapping site and is for general reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. THIS MAP IS NOT TO BE USED FOR NAVIGATION.

OKLAHOMA CITY

URBAN

RENEWAL

AUTHORITY

To: Board of Commissioners

From: Catherine O'Connor, Executive Director

Date: June 15, 2016

Ref: Resolution Approving Renewal of the Maps 3 Implementation and Coordination Agreement for the Core to Shore Urban Renewal Area and Approving Amendment No. 6 to the Maps 3 Implementation and Coordination Agreement in the Core to Shore Area

Background: The Authority is assisting The City of Oklahoma City with land acquisition and legal and administrative services necessary to implement the MAPS 3 Program in the City's Core to Shore Urban Renewal Area, as detailed in the MAPS 3 Implementation and Coordination Agreement, as amended. Because of the additional services needed in the implementation of the MAPS 3 Program, it is appropriate to approve the renewal of the Agreement for the next fiscal year and to increase the amount for reimbursement.

Summary of Agenda Item: The resolution authorizes the renewal of the MAPS 3 Implementation and Coordination Agreement for the Core to Shore Area for the fiscal year beginning July 1, 2016, and ending June 30, 2017. Amendment No. 6 also increases the not-to-exceed amount to be reimbursed to OCURA by \$150,000 (from \$1,642,500 to \$1,792,500).

Recommendation: Approval of Resolution

Attachment: Amendment No. 6

RESOLUTION NO. _____

RESOLUTION APPROVING RENEWAL OF THE MAPS 3 IMPLEMENTATION AND COORDINATION AGREEMENT FOR THE CORE TO SHORE URBAN RENEWAL AREA AND APPROVING AMENDMENT NO. 6 TO THE MAPS 3 IMPLEMENTATION AND COORDINATION AGREEMENT IN THE CORE TO SHORE AREA

WHEREAS, the Oklahoma City Urban Renewal Authority (“Authority”) is engaged in carrying out the Core to Shore Urban Renewal Plan, pursuant to the approval and direction of The City of Oklahoma City (“City”), for redevelopment of an area in The City; and

WHEREAS, on October 12, 2010, The City approved the MAPS 3 Implementation and Coordination Agreement (“Agreement”), which provides that the Authority perform and provide certain land acquisition and legal and administrative services necessary to carry out the acquisition of land required for the MAPS 3 Program in the Core to Shore Urban Renewal Plan Area; and

WHEREAS, The City and the Authority entered into Amendment No. 1 to the Agreement on March 22, 2011, Amendment No. 2 to the Agreement on December 20, 2011, Amendment No. 3 to the Agreement on August 28, 2012, and Amendment No. 4 to the Agreement on September 9, 2014, and Amendment No. 5 on July 7, 2015; and

WHEREAS, The City wishes the Authority to perform planning and acquisition services related to the MAPS 3 Program; and

WHEREAS, the Board of Commissioners of the Authority deems it appropriate, desirable, and in the public interest to approve the renewal of the Implementation and Coordination Agreement for the fiscal year beginning July 1, 2016, and ending June 30, 2017, and approve Amendment No. 6 to the Agreement increasing the not-to-exceed amount of compensation to the Authority for property acquisition services associated with the MAPS 3 Convention Center and MAPS 3 Downtown Public Park.

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

1. The renewal of the MAPS 3 Implementation and Coordination Agreement for the Core to Shore Area for the fiscal year beginning July 1, 2016, and ending June 30, 2017, is hereby approved.
2. The Officers, Executive Director, and Legal Counsel of the Authority are authorized and directed to take such actions and approve and execute such documents as may be necessary or appropriate to implement provisions of the MAPS 3 Implementation and Coordination Agreement for the Core to Shore Area, as amended, and to assist in undertaking the performance and implementation of the MAPS 3 Implementation and

Coordination Agreement for the Core to Shore Area, as amended, in accordance with the Core to Shore 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 **regular** meeting of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, held at the Arts District Garage Conference Room, 431 West Main, Suite B, Oklahoma City, Oklahoma 73102, on the **15th** day of **June, 2016**; 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)

**AMENDMENT NO. 6 TO THE MAPS 3
IMPLEMENTATION AND COORDINATION
AGREEMENT FOR THE CORE TO SHORE AREA**

This Amendment No. 6 to the MAPS 3 Implementation and Coordination Agreement for the Core to Shore Area (“Amendment”) is made effective as of the ____ day of _____, 2016, by and among The City of Oklahoma City (“The City”), a municipal corporation, and the Oklahoma City Urban Renewal Authority (“OCURA”), a public body corporate.

WITNESSETH:

WHEREAS, The City and OCURA entered into the MAPS 3 Implementation and Coordination Agreement for the Core to Shore Area (“Agreement”) on October 12, 2010, to provide certain land acquisition, legal, and administrative services necessary to carry out the acquisition of land required for the MAPS 3 Program, as is more particularly described in the Agreement; and

WHEREAS, The City and OCURA entered into Amendment No. 1 the MAPS 3 Implementation and Coordination Agreement on March 22, 2011, to provide a procedure for making payments of relocation benefits related to acquisitions of land required for the MAPS 3 Program, as is more particularly described in Amendment No. 1; and

WHEREAS, The City and OCURA entered into Amendment No. 2 to the MAPS 3 Implementation and Coordination Agreement on December 20, 2011, to include OCURA providing services within the Central Business District Urban Renewal Plan redevelopment area, as is more particularly described in Amendment No. 2; and

WHEREAS, The City and OCURA entered into Amendment No. 3 to the MAPS 3 Implementation and Coordination Agreement on August 28, 2012, in order to increase the not-to-exceed amount of compensation to OCURA for property acquisition services for the MAPS 3 Downtown Public Park, MAPS 3 Convention Center, and the Intermodal Transportation Hub and to amend the renewal procedure for this Agreement, as is more particularly described in Amendment No. 3; and

WHEREAS, The City and OCURA entered into Amendment No. 4 to the MAPS 3 Implementation and Coordination Agreement on September 9, 2014, in order to increase the not-to-exceed amount of compensation to OCURA for property acquisition services for the MAPS 3 Downtown Public Park and the MAPS 3 Streetcar Maintenance Facility, and renewal of the Agreement, retroactive to July 1, 2014; and

WHEREAS, The City and OCURA entered into Amendment No. 5 to the MAPS 3 Implementation and Coordination Agreement on July 7, 2015, in order to increase the not-to-exceed amount of compensation to OCURA for property acquisition services for the MAPS 3 Convention Center, and renewal of the Agreement, retroactive to July 1, 2015; and

WHEREAS, in furtherance of the objectives and to further enable The City to pursue planning and acquisition activities directly related to the MAPS 3 Convention Center and the MAPS 3 Downtown Public Park, The City and OCURA desire to amend the Agreement as provided in this Amendment No. 6 in order to increase the not-to-exceed amount of compensation to OCURA for property acquisition services for the MAPS 3 Convention Center and the MAPS 3 Downtown Public Park, and renewal of the Agreement retroactive to July 1, 2016; and

WHEREAS, The City and OCURA agree to amend certain provisions of the Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained in this Amendment No. 6 and other goods and valuable consideration, the receipt and adequacy of which are acknowledged, The City and OCURA agree as follows:

A. Section 5. Payments and Reimbursements, Paragraph B. Reimbursement/Payment for Services Provided by OCURA under this Agreement: The following paragraph replaces Subparagraph 7 in Section 5 (B).

7. The parties agree that the total amount of reimbursement or payments under this Section 5, subparagraph B.7. shall not exceed \$1,792,500 (an increase of \$150,000). This amount includes the reimbursement for prior services provided for in subparagraph A as revised in Amendment No. 2.

B. The contract is renewed as authorized in Section 11. General Provisions, Subsection P. Effective Date and Renewal, Section 8, from July 1, 2016 to June 30, 2017.

This Amendment is executed and delivered as of the day and year first above written. Except as amended hereby, the Agreement is retroactive to July 1, 2016 and shall remain in full force and effect in accordance with its terms through June 30, 2017.

APPROVED by the Council and signed by the Mayor of The City of Oklahoma City, Oklahoma, this _____ day of _____, 2016.

ATTEST

THE CITY OF OKLAHOMA CITY

CITY CLERK

MAYOR

REVIEWED for form and legality.

ASSISTANT MUNICIPAL COUNSELOR

APPROVED by the Oklahoma City Urban Renewal Authority this _____ day of June, 2016.

ATTEST

**OKLAHOMA CITY URBAN
RENEWAL AUTHORITY**

SECRETARY

CHAIRMAN

OKLAHOMA CITY

URBAN

RENEWAL

AUTHORITY

To: Board of Commissioners
From: Catherine O'Connor, Executive Director
Date: June 15, 2016
Ref: Resolution Accepting the Proposal by BKD, LLP to Provide an Audit of Accounts for the Fiscal Year Ending June 30, 2016

Background: On March 12, 2014, the Oklahoma City Urban Renewal Authority (“Authority”) published a Request for Audit Proposals. The proposal from BKD, LLC was accepted. At the discretion of the Board of Commissioners, the firm selected may be retained for up to five years. BKD, LLP has submitted a proposal to audit the activities of the Authority for the fiscal year ending June 30, 2016 for Twenty-five Thousand Two Hundred Ninety Dollars (\$25,290.00), plus travel and expenses associated with performing the audit. There is a \$740 increase in fees compared to the previous year’s proposal.

Purpose of Agenda Item: The resolution for consideration approves the acceptance of the proposal by BKD, LLC to audit the activities of the Authority for the fiscal year ending June 30, 2016, for Twenty-five Thousand Two Hundred Ninety Dollars (\$25,290.00), plus travel and expenses associated with performing the audit.

Staff Recommendation: Approval of Resolution

Attachments: BKD, LLP Engagement Letter

RESOLUTION NO. _____

RESOLUTION ACCEPTING THE PROPOSAL BY BKD, LLP TO PROVIDE AN AUDIT OF ACCOUNTS FOR THE FISCAL YEAR ENDING JUNE 30, 2016

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

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

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

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

WHEREAS, based on the last two years’ experience, it is appropriate and desirable to accept the proposal from BKD, LLP to audit the financial activities of the Authority for the fiscal year ending June 30, 2016, for an amount not to exceed Twenty-Five Thousand, Two Hundred Ninety Dollars (\$25,290.00), plus travel and expenses associated with performing the audit; and

WHEREAS, the Board of Commissioners of the Authority deems it appropriate and desirable to accept the proposal submitted by BKD, LLP to audit the financial activities of the Authority for the fiscal year ending June 30, 2016.

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

1. The proposal by BKD, LLP to audit the financial activities of the Authority for the fiscal year ending June 30, 2016, for an amount not to exceed Twenty-Five Thousand, Two Hundred Ninety Dollars (\$25,290.00), plus travel and expenses associated with performing the audit, is hereby accepted and approved.
2. The Officers, Executive Director, and Legal Counsel of the Authority are authorized to execute such documents and take such actions as may be necessary or appropriate to implement this authorization.

I, _____, Secretary of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, certify that the foregoing Resolution No. _____ was duly adopted at a **regular** meeting of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, held at the Arts District Garage Conference Room, 431 West Main Street, Suite B, Oklahoma City, Oklahoma 73102, on the **15th day of June, 2016**; 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)

May 18, 2016

Audit Committee and Board of Commissioners
Catherine O'Connor, Executive Director
Geri Kenfield, Chief Financial Officer
Alliance for Economic Development of Oklahoma City, Inc.
105 N. Hudson Avenue, Suite 101
Oklahoma City, OK 73102

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

Engagement Objectives and Scope

We will audit the basic financial statements of OCURA as of and for the year ended June 30, 2016, and the related notes to the financial statements.

Our audit will be conducted with the objectives of:

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

Audit Committee and Board of Commissioners
Catherine O'Connor, Executive Director
Geri Kenfield, Chief Financial Officer
Alliance for Economic Development of Oklahoma City, Inc.
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Our Responsibilities

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

- The audit of the financial statements to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether caused by fraud or error. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.
- The audit of compliance with the types of compliance requirements described in the *OMB Compliance Supplement* applicable to each major federal award program to obtain reasonable rather than absolute assurance about whether noncompliance having a direct and material effect on a major federal award program occurred.

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

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

We are available to perform additional procedures with regard to fraud detection and prevention at your request, subject to completion of our normal engagement acceptance procedures. The actual terms and fees of such an engagement would be documented in a separate letter to be signed by you and **BKD, LLP** (BKD).

Audit Committee and Board of Commissioners
Catherine O'Connor, Executive Director
Geri Kenfield, Chief Financial Officer
Alliance for Economic Development of Oklahoma City, Inc.
Page 3

Chad Moore, Partner, is responsible for supervising the engagement and authorizing the signing of the report or reports.

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

We will also express an opinion on whether combining general fund financial statements and schedule of expenditures of federal awards (supplementary information) is fairly stated, in all material respects, in relation to the financial statements as a whole.

Your Responsibilities

Our audit will be conducted on the basis that management and, where appropriate, those charged with governance acknowledge and understand they have responsibility for the following:

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

As part of our audit process, we will request from management and, where appropriate, those charged with governance, written confirmation acknowledging certain responsibilities outlined in this engagement letter and confirming:

- The availability of this information

Audit Committee and Board of Commissioners
Catherine O'Connor, Executive Director
Geri Kenfield, Chief Financial Officer
Alliance for Economic Development of Oklahoma City, Inc.
Page 4

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

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

With regard to supplementary information:

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

Other Services

We will provide you with the following nonattest services:

- Preparing a draft of the financial statements and related notes

In addition, we may perform other services for you not covered by this engagement letter. You agree to assume full responsibility for the substantive outcomes of the services described above and for any other services we may provide, including any findings that may result. You also acknowledge those services are adequate for your purposes and you will establish and monitor the performance of those services to ensure they meet management's objectives. Any and all decisions involving management responsibilities related to those services will be made by you, and you accept full responsibility for such decisions. We understand you will designate a management-level individual to be responsible and accountable for overseeing the performance of those services, and you will have determined this individual is qualified to conduct such oversight.

Audit Committee and Board of Commissioners
Catherine O'Connor, Executive Director
Geri Kenfield, Chief Financial Officer
Alliance for Economic Development of Oklahoma City, Inc.
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Engagement Fees

The fees for our audit services will be \$25,290. Our fees are based upon the understanding your personnel will be available to assist us and our work can be performed within the period June 15, 2016 to August 31, 2016. Assistance from your personnel is expected to include:

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

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

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

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

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

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

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

Audit Committee and Board of Commissioners
Catherine O'Connor, Executive Director
Geri Kenfield, Chief Financial Officer
Alliance for Economic Development of Oklahoma City, Inc.
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Other Engagement Matters and Limitations

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

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

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

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

Either of us may terminate these services at any time. Both of us must agree, in writing, to any future modifications or extensions. If services are terminated, you agree to pay us for time expended to date. In addition, you will be billed travel costs and fees for services from other professionals, if any, as well as an administrative fee of 4% to cover items, such as copies; postage and other delivery charges; supplies; technology-related costs, such as computer processing, software licensing, research and library databases; and similar expense items.

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

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

Audit Committee and Board of Commissioners
Catherine O'Connor, Executive Director
Geri Kenfield, Chief Financial Officer
Alliance for Economic Development of Oklahoma City, Inc.
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We may from time to time utilize third-party service providers, *e.g.*, domestic software processors or legal counsel, or disclose confidential information about you to third-party service providers in serving your account. We remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures and safeguards to protect the confidentiality of your information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information. In the event we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider.

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

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

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

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

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

Audit Committee and Board of Commissioners
Catherine O'Connor, Executive Director
Geri Kenfield, Chief Financial Officer
Alliance for Economic Development of Oklahoma City, Inc.
Page 8

BKD is a registered limited liability partnership under Missouri law. Under applicable professional standards, partners of **BKD, LLP** have the same responsibilities as do partners in a general accounting and consulting partnership with respect to conformance by themselves and other professionals in BKD with their professional and ethical obligations. However, unlike the partners in a general partnership, the partners in a registered limited liability partnership do not have individual civil liability, directly or indirectly, including by way of indemnification, contribution, assessment or otherwise, for any debts, obligations or liabilities of or chargeable to the registered limited liability partnership or each other, whether arising in tort, contract or otherwise.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2014 peer review report accompanies this letter.

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

BKD, LLP

BKD, LLP

Audit Committee and Board of Commissioners
Catherine O'Connor, Executive Director
Geri Kenfield, Chief Financial Officer
Alliance for Economic Development of Oklahoma City, Inc.
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Acknowledged and agreed to on behalf of

OKLAHOMA CITY URBAN RENEWAL AUTHORITY

By: _____
Name and Title – Member of Those
Charged with Governance

Date: _____

By: _____
Name and Title – Member
of Management

Date: _____

CMM/TJL/ajc

GFR: 1148659

System Review Report

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

We have reviewed the system of quality control for the accounting and auditing practice of BKD, LLP (the firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended May 31, 2014. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards*, audits of employee benefit plans, audits performed under FDICIA, audits of carrying broker-dealers, and examinations of service organizations (SOC 1).

In our opinion, the system of quality control for the accounting and auditing practice of BKD, LLP applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended May 31, 2014, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. BKD, LLP has received a peer review rating of *pass*.

Postlethwaite & Netterville

Baton Rouge, Louisiana
September 19, 2014

OKLAHOMA CITY

URBAN

RENEWAL

AUTHORITY

To: Board of Commissioners of the Oklahoma City Urban Renewal Authority

From: Catherine O'Connor, Executive Director

Date: June 15, 2016

Ref: Resolution Approving a Budget for the Period of July 1, 2016, through June 30, 2017

Background: The proposed annual budget was prepared under the direction of the Executive Director and is presented to the Board of Commissioners for consideration and adoption. This year's budget includes projected expenses and revenues based on past experience and anticipated changes for the new fiscal year for all of the projects and activities under OCURA's management. For the coming year, OCURA's Community Development Block Grant Income is projected to be \$1,669,880. The requested amount includes \$600,000 to assist with property acquisition for Low-to-Moderate Income (LMI) projects. Other Income includes \$4,500,000 from OCEDT for Core to Shore acquisitions and \$5,400,000 from the Oklahoma City Redevelopment Authority to assist with the proposed Convention Center Hotel project. The remainder of the Authority's budgeted income includes Real Estate Sales of \$5,000,000, Rental Income of \$700,000, reimbursement for Core to Shore - MAPS 3 activity and Interest Income. Other cash sources are internal funds used to pay expenses in excess of revenues.

Total expenses are projected to be \$14,427,500. Major expense categories include General and Administrative of \$823,000, Property Management of \$479,500, Legal and Other Professional Fees of \$825,000, Acquisition of \$10,250,000, Disposition of \$1,500,000 and Legal and Other Professional Fees of \$825,000.

Purpose of Agenda Item: The resolution approves the proposed FY 2016-2017 budget.

Staff Recommendation: Approval of Resolution

Attachments: FY 2016-2017 Budget

RESOLUTION NO. _____

RESOLUTION APPROVING A BUDGET FOR THE PERIOD OF JULY 1, 2016, THROUGH JUNE 30, 2017

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

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

WHEREAS, the Authority utilizes several sources of funding, including but not limited to federal funds administered through The City of Oklahoma City (City”), close-out funds, and disposition proceeds; and

WHEREAS, the City and the Authority have previously entered into annual operating agreements for achieving certain eligible Community Development Block Grant activities, and funding will be available to the Authority, pending approval of the Department of Housing and Urban Development, for acquisition, clearance, site improvements, maintenance, overall management, and sundry costs associated with the delivery of such activities for the period of July 1, 2016 through June 30, 2017; and

WHEREAS, funding sources through other than the Community Development Block Grant program will also be available to the Authority for activities for the period of July 1, 2016 through June 30, 2017; and

WHEREAS, it is appropriate and desirable to adopt and approve a budget for the period of July 1, 2016 through June 30, 2017, and to authorize the Executive Director to make adjustments to the budget in order to make expenditures that are necessary and appropriate to ensure sound management and administration of the Authority, compliance with all applicable laws, and efficiency and effectiveness in carrying out the redevelopment objectives of the Authority and the City.

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

1. The attached budget reflecting the anticipated needs for the period of July 1, 2016 through June 30, 2017, is hereby adopted and approved.
2. The Executive Director is hereby authorized to make adjustments to the budget in order to make expenditures that are necessary and appropriate to ensure sound management and administration of the Authority, compliance with all applicable laws, and increased efficiency and effectiveness in carrying out the redevelopment objectives of the Authority and the City.

I, _____, Secretary of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, certify that the foregoing Resolution No. _____ was duly adopted at a **regular** meeting of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, held at the Arts District Garage Conference Room, 431 West Main, Suite B, Oklahoma City, Oklahoma 73102, on the **15th** day of **June, 2016**; 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

<u>Revenue</u>	Proposed Budget FY 2016/17	Approved Budget FY 2015/16	Annual Budget Diff.
CDBG Income	1,669,880	1,825,000	(155,120)
Rental Income	50,000	90,000	(40,000)
Rental Income - Bass Pro	650,000	630,000	20,000
Real Estate Sales	5,000,000	700,000	4,300,000
Real Estate Sales - CDBG	-	800,000	(800,000)
Core to Shore - MAPS 3	150,000	325,000	(175,000)
Interest Income	35,000	27,000	8,000
Other Income	9,900,000	-	9,900,000
Other cash sources	(3,027,380)	969,000	(3,996,380)
Total Revenue	14,427,500	5,366,000	9,061,500
<hr/>			
<u>Expenses</u>			
<u>General & Administrative</u>			
Alliance Management Contract	672,000	672,000	-
Salaries & Benefits	-	-	-
Insurance	20,000	15,000	5,000
Insurance - Bass Pro	60,000	55,000	5,000
Rent	35,000	35,000	-
Office Expense	20,000	13,500	6,500
Equipment Maintenance	6,000	18,000	(12,000)
Other	10,000	2,000	8,000
Total General & Administrative	823,000	810,500	12,500
<u>Property Management</u>			
Salaries & Benefits	260,000	250,000	10,000
Common Area Maintenance - Bass Pro	150,000	150,000	-
Contract Maintenance	-	-	-
Supplies & Utilities	6,500	6,500	-
Mowing Equipment & Repairs	15,000	15,000	-
Waste Disposal	12,000	8,000	4,000
Fuel	11,000	11,000	-
Insurance	25,000	25,000	-
Total Property Management	479,500	465,500	14,000
Legal Fees	325,000	450,000	(125,000)
Other Professional Fees	500,000	200,000	300,000
BID/SID Assessments	50,000	40,000	10,000
Acquisition	10,250,000	1,750,000	8,500,000
Disposition	1,500,000	600,000	900,000
Site Clearance & Improvements	500,000	300,000	200,000
Payments to the City of OKC - CDBG	-	400,000	(400,000)
Payments to the City of OKC - Bass Pro	-	350,000	(350,000)
Total Expenses	14,427,500	5,366,000	9,061,500

OKLAHOMA CITY

URBAN

RENEWAL

AUTHORITY

To: Board of Commissioners
From: Catherine O'Connor, Executive Director
Date: June 15, 2016
Ref: Resolution Approving an Amendment to the Agreement for General Counsel Services Between the Oklahoma City Urban Renewal Authority and the Center for Economic Development Law

Background: In the past, general counsel services had been provided by the Center for Economic Development Law, PLLC to the Authority through the designation by a resolution adopted by the Board in 2006. It was determined that a contract designating General Counsel and associate General Counsel with a detailed scope of work was an improved management practice desired by the Executive Director.

The attached is an amendment to the professional services agreement with Center for Economic Development Law, PLLC originally approved in May 2015. The agreement requests an increase to the schedule of hourly fees. General and Assistant General Counsel and Principal fees will increase by \$50 per hour and Associate fees will increase by \$35-\$40 per hour. All other hourly fees will remain unchanged. The last rate increase was approved by the Board in 2006. The amendment also includes a budget for legal services of \$325,000 for fiscal year 2016-17.

Recommendation: Approval of Resolution

Attachments: Contract for Professional Services

RESOLUTION NO. _____

**RESOLUTION APPROVING AN AMENDMENT TO THE AGREEMENT FOR
GENERAL COUNSEL SERVICES BETWEEN THE OKLAHOMA CITY URBAN
RENEWAL AUTHORITY AND THE CENTER FOR ECONOMIC DEVELOPMENT
LAW**

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

WHEREAS, the activities are undertaken pursuant to the direction of the Board of Commissioners and require legal advice and assistance; and

WHEREAS, in accordance with the policies adopted by the Board of Commissioners in 1979, it is deemed appropriate to continue to provide for the availability of professional legal services on a variable demand basis and to designate a general counsel who shall be responsible for advising the Board of Commissioners and the Authority; and

WHEREAS, in May 2015, the Board of Commissioners renewed the designation and authorizations of Dan Batchelor and Leslie V. Batchelor, both of the Center for Economic Development Law, PLLC (“CEDL”), as General Counsel and Associate General Counsel, respectively, of the Oklahoma City Urban Renewal Authority, and also approved an Agreement for General Counsel Services between the Authority and CEDL (“Agreement”); and

WHEREAS, it is appropriate and desirable to modify and amend the Agreement as indicated in the Amendment to the Agreement attached to this Resolution as “Attachment A” (“Amendment”); and

WHEREAS, the Agreement, as modified by the Amendment, was procured using noncompetitive proposals authorized by Section III.A.5 of the Authority’s Procurement Policies and Procedures because the services are available from a single source.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Oklahoma City Urban Renewal Authority that the Amendment attached to this Resolution as “Attachment A,” is hereby approved, and the officers of the Authority are authorized to execute the Amendment.

I, _____, Secretary of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, certify that the foregoing Resolution No. _____ was duly adopted at a **regular** meeting of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, held at Arts District Garage Conference Room, 431 West Main, Suite B, Oklahoma City, Oklahoma 73102, on the **15th** day of **June, 2016**; 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)

**AMENDMENT TO THE
AGREEMENT FOR GENERAL COUNSEL SERVICES BETWEEN
THE OKLAHOMA CITY URBAN RENEWAL AUTHORITY AND
THE CENTER FOR ECONOMIC DEVELOPMENT LAW**

THIS AMENDMENT (“Amendment”), which modifies that certain Agreement for General Counsel Services Agreement between the Oklahoma City Urban Renewal Authority and the Center for Economic Development Law approved by Resolution No. 5702 on May 13, 2015 (“Agreement”), is made and entered into this 15th day of June, 2016, by and between the Authority, a public body corporate created for the benefit of the City of Oklahoma City pursuant to the Oklahoma Urban Redevelopment Law, 11 O.S. §§ 38-101, *et seq.* (“Authority”) and the Center for Economic Development Law, an Oklahoma professional limited liability company (“CEDL”).

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

WHEREAS, the Authority desires to continue utilizing the professional experience and knowledge of Dan Batchelor and Leslie V. Batchelor as General Counsel and Associate General Counsel, respectively, and to otherwise engage the same and CEDL to provide professional legal services to the Authority under the scope and conditions described in the Agreement, as modified by this Amendment; and

WHEREAS, the Agreement and this Amendment were procured using noncompetitive proposals authorized by Section III.A.5 of the Authority’s Procurement Policies and Procedures because the services are available from a single source.

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

SECTION 1. Section 2.A. of the Agreement is amended to read as follows:

Compensation Rates. General Counsel, Associate General Counsel, and the CEDL shall be compensated at the rates contained on the schedule of fees below, and the Authority shall reimburse actual and reasonable expenses incurred. Billings shall be provided monthly in a form satisfactory to the Authority, and shall contain a general description of the services provided by each providing person.

Schedule of Fees:

<u>Position</u>	<u>Hourly Rate</u>
General Counsel	\$ 275.00
Associate General Counsel	\$ 250.00
Principals	\$ 225.00

Associates	\$ 200.00
Financial Analyst/Planner	\$ 125.00
Senior Legal Assistant	\$ 95.00
Legal Intern	\$ 85.00
Legal Assistant	\$ 55.00
Secretarial	\$ 45.00

SECTION 2. Pursuant to Section 2.B.1. of the Agreement, the parties hereby mutually agree that the annual budget for legal services for fiscal year ending June 30, 2017, shall be \$325,000.00, less any amounts subject to reimbursement with Community Development Block Grant funds pursuant to the Community Development Block Grant Services Agreement between the parties for fiscal year ending June 30, 2017.

SECTION 3. This Amendment shall be effective on or as of July 1, 2016.

SECTION 4. Except as amended hereby, the Agreement is ratified and confirmed.

IN WITNESS WHEREOF, the parties to this Agreement adopt and approve this Amendment this 15th day of June, 2016.

**OKLAHOMA CITY URBAN
RENEWAL AUTHORITY**

**CENTER FOR ECONOMIC
DEVELOPMENT LAW, PLLC**

By: _____
J. Larry Nichols, Chairman

By: _____
Leslie V. Batchelor, President

ATTEST:

Mary Mélon, Secretary

OKLAHOMA CITY

URBAN
RENEWAL
AUTHORITY

To: Board of Commissioners
From: Catherine O'Connor, Executive Director
Date: June 15, 2016
Ref: Resolution Approving Community Development Block Grant Services Agreement Between the Oklahoma City Urban Renewal Authority and the Center for Economic Development Law, PLLC, Fiscal Year 2016–2017 for the Provision of General Counsel Services Needed in Connection with The CDBG Program in Accordance with The CDBG Operating Agreement Between the Oklahoma City Urban Renewal Authority and The City of Oklahoma City

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

Summary of Agenda Item: The resolution approves a professional services contract for fiscal year 2016-2017 with the Center for Economic Development Law for CDBG related legal services. The contract includes a not to exceed amount of \$75,000.

Recommendation: Approval of Resolution

Attachments: Professional Services Contract

RESOLUTION NO. _____

RESOLUTION APPROVING COMMUNITY DEVELOPMENT BLOCK GRANT SERVICES AGREEMENT BETWEEN THE OKLAHOMA CITY URBAN RENEWAL AUTHORITY AND THE CENTER FOR ECONOMIC DEVELOPMENT LAW, PLLC, FISCAL YEAR 2016–2017 FOR THE PROVISION OF GENERAL COUNSEL SERVICES NEEDED IN CONNECTION WITH THE CDBG PROGRAM IN ACCORDANCE WITH THE CDBG OPERATING AGREEMENT BETWEEN THE OKLAHOMA CITY URBAN RENEWAL AUTHORITY AND THE CITY OF OKLAHOMA CITY

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

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

WHEREAS, The City of Oklahoma City (“City”), as applicant for and recipient of such CDBG funds, deems it desirable to fully assume the responsibilities contemplated and implied under the Act; and

WHEREAS, the City will be entering into a Community Development Block Grant (CDBG) Operating Agreement with the Oklahoma City Urban Renewal Authority (“Authority”), for the fiscal year 2016–2017, for the day-to-day conduct of a community development program under eligible provisions of the Act while at the same time reserving to the City complete authority and responsibility for the approval of such a community development program, its funding and budget, and the terms and conditions under which the program shall be conducted (“Operating Agreement”); and

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

WHEREAS, the Authority deems it appropriate and desirable to re-authorize CEDL to undertake legal services in support of its CDBG obligations under the Operating Agreement pursuant to the Community Development Block Grant Services Agreement between the “Oklahoma City Urban Renewal Authority and the Center for Economic Development Law, PLLC, Fiscal Year 2016–2017 for the Provision of General Counsel Services Needed in Connection with the CDBG Program in Accordance with the CDBG Operating Agreement between the Oklahoma City Urban Renewal Authority and the City of Oklahoma City” (“CDBG Services Agreement”) attached to this Resolution as “Attachment A”; and

WHEREAS, the CDBG Services Agreement is a sole source contract between the Authority and CEDL, consistent with 2 CFR Part 200 and 24 CFR Part 85, as applicable, and with OMB Circular A-87.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Oklahoma City Urban Renewal Authority that the CDBG Services Agreement, which covers Fiscal Year 2016–2017 and is attached to this Resolution as “Attachment A,” is hereby approved, and the officers of the Authority are authorized to execute the CDBG Services Agreement.

I, _____, Secretary of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, certify that the foregoing Resolution No. _____ was duly adopted at a **regular** meeting of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, held at the Arts District Garage Conference Room, 431 West Main, Suite B, Oklahoma City, Oklahoma 73102, on the **15th** day of **June, 2016**; 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)

**COMMUNITY DEVELOPMENT BLOCK GRANT SERVICES AGREEMENT
BETWEEN THE OKLAHOMA CITY URBAN RENEWAL AUTHORITY AND THE
CENTER FOR ECONOMIC DEVELOPMENT LAW, PLLC, FISCAL YEAR 2016–2017
FOR THE PROVISION OF GENERAL COUNSEL SERVICES NEEDED IN
CONNECTION WITH THE CDBG PROGRAM IN ACCORDANCE WITH THE CDBG
OPERATING AGREEMENT BETWEEN THE OKLAHOMA CITY URBAN RENEWAL
AUTHORITY AND THE CITY OF OKLAHOMA CITY**

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

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

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

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

WHEREAS, The City of Oklahoma City (“City”), as applicant for and recipient of such CDBG funds, deems it desirable to fully assume the responsibilities contemplated and implied under the Act; and

WHEREAS, the City will be entering into a Community Development Block Grant (CDBG) Operating Agreement with the Oklahoma City Urban Renewal Authority (“Authority”), for the fiscal year 2016-2017, for the day-to-day conduct of a community development program under eligible provisions of the Act while at the same time reserving to the City complete authority and responsibility for the approval of such a community development program, its funding and budget, and the terms and conditions under which the program shall be conducted (“Operating Agreement”); and

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

WHEREAS, the Authority deems it appropriate and desirable to authorize CEDL to undertake legal services in support of its CDBG obligations under the Operating Agreement pursuant to this CDBG Services Agreement, for fiscal year 2016-2017.

NOW, THEREFORE, effective on or as of July 1, 2016, the Authority and CEDL agree to all the foregoing and further agree as follows:

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

2. Term of Agreement. The term of this CDBG Services Agreement shall be from July 1, 2016 to June 30, 2017, as provided for in the Operating Agreement. All scheduled work provided for in this CDBG Services Agreement shall be completed by or be under contract for completion by June 30, 2017, the date provided for in the Operating Agreement.

3. Compensation. Compensation for services provided shall be based on monthly billings in accordance with the attached Exhibit A, shall be in a form and content satisfactory to the Authority, and shall not exceed \$75,000.00 for the fiscal year unless such limit is modified by the Executive Director of the Authority. It is understood that this Agreement is funded only with CDBG funds through the Oklahoma City Community Development Block Grant Program as administered by the City and the Authority, and therefore services provided under this Agreement are subject to those regulations and restrictions normally associated with federally-funded programs. CEDL's DUNS number is 13-682-3150. Every invoice CEDL sends to the Authority shall include CEDL's DUNS number.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties hereto set their hands this ___ day of June, 2016.

(SIGNATURE PAGE FOLLOWS)

**OKLAHOMA CITY URBAN
RENEWAL AUTHORITY**

**CENTER FOR ECONOMIC
DEVELOPMENT LAW, PLLC**

By: _____
J. Larry Nichols, Chairman

By: _____
Leslie V. Batchelor, President

ATTEST:

Mary Mélon, Secretary

EXHIBIT A

SCOPE OF SERVICES FOR FISCAL YEAR 2016-2017 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

The following is an outline of the services to be provided by the Center for Economic Development Law, PLLC on behalf of the Oklahoma City Urban Renewal Authority (“Authority”), pursuant to the Community Development Block Grant Services Agreement for fiscal year 2016-2017, and consistent with the terms of the Community Development Block Grant (CDBG) Operating Agreement for fiscal year 2016-2017 between the Oklahoma City Urban Renewal Authority and The City of Oklahoma City (“City”).

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

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

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

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

General Responsibilities

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

Specifically Assigned Responsibilities

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

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

Compensation

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

Schedule of Fees:

<u>Position</u>	<u>Hourly Rate</u>
General Counsel	\$ 275.00
Associate General Counsel	\$ 250.00
Principals	\$ 225.00
Associates	\$ 200.00
Financial Analyst/Planner	\$ 120.00
Senior Legal Assistant	\$ 95.00
Legal Intern	\$ 85.00
Legal Assistant	\$ 55.00
Secretarial	\$ 45.00

OKLAHOMA CITY

URBAN

RENEWAL

AUTHORITY

To: Board of Commissioners
From: Catherine O'Connor, Executive Director
Date: June 15, 2016
Ref: Resolution Authorizing and Approving the Renewal of Agreement for Professional Services Between the Oklahoma City Urban Renewal Authority and The Alliance for Economic Development of Oklahoma City

Background: On May 16, 2011, the Authority approved the Agreement for Professional Services with the Alliance for Economic Development of Oklahoma City, Inc. Section 21 of the Agreement states that it shall continue in full force for a period of five (5) years beginning July 1, 2011, and ending on June 30, 2016, subject to an annual agreement between the Authority and the Alliance as to the scope of services and the fee for those services (Annual Agreement). Section 21 also allows for the renewal of the agreement for an additional five-year term through June 30, 2021. The renewal will remain subject to Annual Agreements. The proposed scope of services provided by the Alliance will remain unchanged. Fees for fiscal year 2016-17 are also unchanged at \$672,000.00.

Summary of Agenda Item: The resolution authorizes the Executive Director to negotiate and execute the renewal of the agreement for professional services with the Alliance.

Recommendation: Approval of Resolution

Attachments: Renewal Agreement between the Alliance and the Authority

RESOLUTION NO. _____

RESOLUTION AUTHORIZING AND APPROVING THE RENEWAL OF AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE OKLAHOMA CITY URBAN RENEWAL AUTHORITY AND THE ALLIANCE FOR ECONOMIC DEVELOPMENT OF OKLAHOMA CITY

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

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

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

WHEREAS, the Alliance for Economic Development of Oklahoma City, Inc., an Oklahoma not-for-profit corporation (“Alliance”), was created for the purpose of, among other things, coordinating existing economic development functions of public agencies; and

WHEREAS, the Authority previously determined that contracting with the Alliance to provide these services would increase the Authority’s effectiveness and improve coordination with other public entities engaged in economic development and redevelopment; and

WHEREAS, on May 16, 2011, the Authority approved the Agreement for Professional Services between the Authority and the Alliance (“Agreement”); and

WHEREAS, pursuant to Section 21 of the Agreement, the Agreement shall continue in full force for a period of five (5) years beginning July 1, 2011, and shall end on June 30, 2016, subject to an annual agreement between the Authority and the Alliance as to the scope of services and the fee for those services (“Annual Agreement”); and

WHEREAS, the parties have approved and adopted such Annual Agreements; and

WHEREAS, also pursuant to Section 21 of the Agreement, the parties may renew the Agreement for an additional five (5) year term; and

WHEREAS, the Renewal of Agreement for Professional Services Between the Oklahoma City Urban Renewal Authority and the Alliance for Economic Development of Oklahoma City (“Agreement Renewal”) attached to this Resolution as “Attachment A” renews the Agreement for an additional five (5) years, subject to all other terms and provisions in the Agreement, such that the primary term of the Agreement shall end on June 30, 2021; and

WHEREAS, the Executive Director has also negotiated a proposed scope of services and Professional Services Fee for the Alliance for the fiscal year beginning July 1, 2016 and ending June 30, 2017, for continued assistance with economic development and redevelopment activities; and

WHEREAS, the scope of services for the proposed for the next fiscal year remains unchanged from last year's scope of work; and

WHEREAS, it is appropriate and desirable to authorize and approve the proposed Agreement Renewal to provide professional services to the Authority and for the benefit of the City; and

WHEREAS, the Agreement Renewal was procured using noncompetitive proposals authorized by Section III.A.5 of the Authority's Procurement Policies and Procedures because the services are available from a single source.

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

1. The Agreement Renewal attached to this Resolution as "Attachment A," is hereby authorized and approved, and the officers of the Authority are authorized to execute the Agreement Renewal and to take such actions as may be necessary to the implement the Agreement Renewal.
2. The acts and the authority of Legal Counsel with respect to the negotiation of the Agreement Renewal, as well as the acts and authority of the Executive Director with respect to the negotiation of the scope of services and Professional Services Fee for the fiscal year ending June 30, 2017, are hereby approved and ratified.
3. The Officers and Legal Counsel of the Authority are authorized to execute such documents and take such actions as may be necessary or appropriate to implement the Agreement Renewal, including approval of amendments, corrections, and modifications of a technical or procedural nature.

I, _____, Secretary of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, certify that the foregoing Resolution No. _____ was duly adopted at a **regular** meeting of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, held at Arts District Garage Conference Room, 431 West Main, Suite B, Oklahoma City, Oklahoma 73102, on the **15th** day of **June, 2016**; 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)

**RENEWAL OF AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE OKLAHOMA CITY URBAN RENEWAL AUTHORITY AND
THE ALLIANCE FOR ECONOMIC DEVELOPMENT OF OKLAHOMA CITY**

WHEREAS, the Oklahoma City Urban Renewal Authority (“Authority”) and the Alliance for Economic Development of Oklahoma City, Inc. (“Alliance”) have entered into an Agreement for Professional Services (“Agreement”) for a period of five years, subject to an annual agreement as to the scope of services and the fee for those services (“Annual Agreement”); and

WHEREAS, the primary term of the Agreement is set to end on June 30, 2016, but the Agreement may be renewed for an additional five (5) year term pursuant to Section 21 of the Agreement; and

WHEREAS, the parties find it appropriate and desirable to renew the Agreement for an additional five (5) year term, so that the primary term of the Agreement will now be set to end on June 30, 2021; and

WHEREAS, parties also find it appropriate and desirable to continue with the same scope of services and the same annual Professional Services Fee of \$672,000.00, less any amount of that Professional Services Fee that will be eligible for reimbursement with Community Development Block Grant (“CDBG”) funds, for the fiscal year ending June 30, 2017; and

WHEREAS, the Authority will seek reimbursement for the portion of the Professional Services Fee paid for Alliance expenses for eligible activities under the Authority’s CDBG Operating Agreement with the City of Oklahoma City for Fiscal Year 2016–17 performed pursuant to a separate agreement to be entered into between the Authority and the Alliance.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

Section 1. Pursuant to Section 21 of the Agreement, the parties hereby mutually agree that the Agreement is renewed for an additional five (5) year term, so that the term of the Agreement shall end on June 30, 2021.

Section 2. All terms and provisions of the Agreement, as hereby renewed, are ratified and confirmed.

Section 3. The Professional Services Fee for the fiscal year beginning July 1, 2016 and ending June 30, 2017, shall be \$672,000.00.

Section 4. Services reimbursable with Community Development Block Grant funds will be detailed in a separate agreement between the Authority and the Alliance and subject to the provisions of the Community Development Block Grant (CDBG) Operating Agreement, FY 2016/2017, between the Authority and The City of Oklahoma City.

IN WITNESS WHEREOF, the parties to this Agreement adopt and approve this Renewal of Agreement for Professional Services this 15th day of June, 2016.

**OKLAHOMA CITY URBAN
RENEWAL AUTHORITY**

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

By: _____
J. Larry Nichols
Chairman

By: _____
Catherine O'Connor
President and CEO

ATTEST:

Mary Mélon
Secretary

Oklahoma City Urban Renewal Authority
Combining Balance Sheet and
Statement of Revenues, Expenditures and Changes in Fund Balance
as of and for the Eleven Months Ending May 31, 2016

	<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>2015-16</u>
Assets											
Cash	1,520,156	96,731	97,852	1,986,443	-	35,588	209,076	224,536	223,724	4,394,104	
Investments	4,217,250	-	-	-	-	-	-	-	-	4,217,250	
Accounts Receivable	-	18,693	-	-	-	-	-	-	-	18,693	
Due from Other Governmental Entities	-	24,139	-	-	-	-	-	-	-	24,139	
Due from (to) Other Funds	(63,639)	(139,489)	(379,968)	(965,663)	772,071	(476,505)	1,253,193	-	-	-	
Total Assets	5,673,767	74	(282,116)	1,020,780	772,071	(440,917)	1,462,268	224,536	223,724	8,654,186	
Liabilities and Fund Balances											
Accounts Payable	-	74	-	-	-	-	-	-	-	74	
Deposits	1,900	-	-	-	-	25,000	-	-	-	26,900	
Total Liabilities	1,900	74	-	-	-	25,000	-	-	-	26,974	
Total Fund Balances	5,671,867	-	(282,116)	1,020,780	772,071	(465,917)	1,462,268	224,536	223,724	8,627,213	
Total Liabilities and Fund Balances	5,673,767	74	(282,116)	1,020,780	772,071	(440,917)	1,462,268	224,536	223,724	8,654,186	
Revenues											
Grant Revenues - CDBG	354,386	-	-	-	-	-	-	-	-	354,386	1,825,000
Grant Revenues - Other	-	-	-	-	-	-	-	-	-	-	-
Rentals	57,495	-	-	-	-	-	-	-	524,337	581,832	720,000
Real Estate Sales	105,712	-	-	-	3,165,000	-	524,973	-	-	3,795,685	1,500,000
Interest	30,361	-	-	70	-	-	2,168	111	1,225	33,935	27,000
Core to Shore MAPS 3 Project	-	-	775,465	-	-	-	-	-	-	775,465	325,000
Other	539	-	-	2,000,000	-	-	1,420	10,100	-	2,012,059	-
Total Revenues	548,493	-	775,465	2,000,070	3,165,000	-	528,561	10,211	525,562	7,553,362	4,397,000
Expenditures											
General and Administrative	172,854	-	74,359	10,260	21,507	412,025	2,073	25	46,520	739,624	810,500
Real Estate Acquisition	337	-	910,261	2,128,455	-	-	84,472	-	-	3,123,525	1,750,000
Property Disposition	243,956	-	-	2,600	2,304,693	200	-	-	-	2,551,449	600,000
Site Clearance/Improvements	-	-	-	-	-	-	-	-	75,219	75,219	300,000
Legal	150,539	-	40,459	16,291	28,036	10,951	-	-	-	246,277	450,000
Other Professional	24,928	-	68,748	52,910	2,094	1,371	-	-	-	150,051	200,000
Property Management	231,947	-	5,166	-	15,540	30,053	-	-	134,604	417,309	465,500
Payments to the City of OKC	-	-	-	-	-	-	-	-	488,521	488,521	750,000
Other	25,865	-	-	-	21,061	16,905	425	7,343	16,947	88,547	40,000
Total Expenditures	850,427	-	1,098,994	2,210,516	2,392,929	471,505	86,970	7,368	761,811	7,880,521	5,366,000
Changes in Fund Balance	(301,933)	-	(323,529)	(210,446)	772,071	(471,505)	441,591	2,843	(236,249)	(327,158)	(969,000)
Fund Balance, Beginning of Year	5,973,800	-	41,413	1,231,227	-	5,588	1,020,677	221,694	459,973	8,954,371	
Fund Balance, Current	5,671,867	-	(282,116)	1,020,780	772,071	(465,917)	1,462,268	224,536	223,724	8,627,213	

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 May 31, 2016

	<u>Closeout</u>		<u>Core to Shore</u>			<u>Harrison-</u>			<u>Bass Pro</u>	
	<u>Project</u>	<u>Revolving</u>	<u>MAPS 3</u>	<u>Core to Shore</u>	<u>SEP II</u>	<u>Walnut</u>	<u>Nonfederal</u>		<u>Shop</u>	
	<u>Fund</u>	<u>Fund</u>	<u>Fund</u>	<u>Buffer</u>	<u>Fund</u>	<u>Other Fund</u>	<u>Fund</u>	<u>OCRC</u>	<u>Fund</u>	<u>Total</u>
Assets										
Cash	1,520,156	96,731	97,852	1,986,443	-	35,588	209,076	224,536	223,724	4,394,104
Investments	4,217,250	-	-	-	-	-	-	-	-	4,217,250
Accounts Receivable	-	18,693	-	-	-	-	-	-	-	18,693
Due from Other Governmental Entities	-	24,139	-	-	-	-	-	-	-	24,139
Due from (to) Other Funds	(63,639)	(139,489)	(379,968)	(965,663)	772,071	(476,505)	1,253,193	-	-	-
Total Assets	5,673,767	74	(282,116)	1,020,780	772,071	(440,917)	1,462,268	224,536	223,724	8,654,186
Liabilities and Fund Balances										
Accounts Payable	-	74	-	-	-	-	-	-	-	74
Deposits	1,900	-	-	-	-	25,000	-	-	-	26,900
Total Liabilities	1,900	74	-	-	-	25,000	-	-	-	26,974
Total Fund Balances	5,671,867	-	(282,116)	1,020,780	772,071	(465,917)	1,462,268	224,536	223,724	8,627,213
Total Liabilities and Fund Balances	5,673,767	74	(282,116)	1,020,780	772,071	(440,917)	1,462,268	224,536	223,724	8,654,186
Revenues										
Grant Revenues - CDBG	-	-	-	-	-	-	-	-	-	-
Grant Revenues - Other	-	-	-	-	-	-	-	-	-	-
Rentals	450	-	-	-	-	-	-	-	-	450
Real Estate Sales	-	-	-	-	165,000	-	-	-	-	165,000
Interest	1,972	-	-	3	-	-	-	19	-	1,993
Core to Shore MAPS 3 Project	-	-	120,013	-	-	-	-	-	-	120,013
Other	-	-	-	2,000,000	-	-	-	1,500	-	2,001,500
Total Revenues	2,422	-	120,013	2,000,003	165,000	-	-	1,519	-	2,288,957
Expenditures										
General and Administrative	12,229	-	6,157	261	1,585	37,874	37	-	-	58,144
Real Estate Acquisition	-	-	55,820	5,570	-	-	16,650	-	-	78,040
Property Disposition	14,758	-	-	-	1,193	-	-	-	-	15,951
Site Clearance/Improvements	-	-	-	-	-	-	-	-	-	-
Legal	17,060	-	728	3,715	7,916	367	-	-	-	29,785
Other Professional	-	-	-	40,857	-	-	-	-	-	40,857
Property Management	19,631	-	5,166	-	-	6,199	-	-	24,773	55,769
Payments to the City of OKC	-	-	-	-	-	-	-	-	488,521	488,521
Other	-	-	-	-	-	-	-	4,197	-	4,197
Total Expenditures	63,678	-	67,871	50,403	10,693	44,440	16,687	4,197	513,294	771,264
Changes in Fund Balance	(61,256)	-	52,142	1,949,599	154,307	(44,440)	(16,687)	(2,679)	(513,294)	1,517,693
Fund Balance, Beginning of Period	5,733,123	-	(334,258)	(928,819)	617,764	(421,477)	1,478,955	227,215	737,018	7,109,520
Fund Balance, Current	5,671,867	-	(282,116)	1,020,780	772,071	(465,917)	1,462,268	224,536	223,724	8,627,213

Oklahoma City Urban Renewal Authority
Schedule of Investments
May 31, 2016

<u>Investments</u>	<u>Interest</u> <u>Rate</u>	<u>Maturity</u> <u>Date</u>	<u>Settlement</u> <u>Date</u>	<u>Amount</u>
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
First Merit Bank Ohio CD	1.00%	10/31/16	10/31/14	245,000
Ally Bank CD	0.85%	01/30/17	01/29/15	245,000
BMW Bank North America CD	0.90%	03/13/17	03/11/15	245,000
Goldman Sachs Bank USA CD	0.85%	04/24/17	04/22/15	249,000
FirstBank Puerto Rico CD	0.95%	06/12/17	06/12/15	250,000
Capital One Bank USA NA CD	1.05%	06/19/17	06/17/15	249,000
Barclays Bank/Delaware CD	1.15%	09/18/17	09/16/15	245,000
Federal Home Loan Mtg Corp MTN	0.90%	09/18/17	01/08/16	999,250
Capital One NA CD	1.20%	10/30/17	10/28/15	245,000
American Express Centurion CD	1.20%	10/30/17	10/28/14	245,000
Medallion Bank Utah CD	0.95%	04/30/18	04/29/16	250,000
Total Investments	1.02%			4,217,250