

AGENDA  
SPECIAL MEETING OF  
OKLAHOMA CITY REDEVELOPMENT AUTHORITY  
TUESDAY, MARCH 4, 2025  
CONFERENCE ROOM  
105 N. HUDSON, SUITE 101  
1:00 P.M.

- I. Call to Order
- II. Statement of Compliance with the Oklahoma Open Meeting Law
- III. Roll Call
- IV. Reading and Approval of Minutes of a Regular Meeting held on Wednesday, January 15, 2025
- V. Resolution No. \_\_\_\_\_ Resolution Authorizing Tax Increment Funding in an Amount Not to Exceed \$350,000 for Certain Enhanced Education Priorities Pursuant to the Oklahoma Regional Innovation District Project Plan; Authorizing and Directing the Executive Director and Legal Counsel to Prepare One or More Agreements with the Oklahoma City Innovation District, Inc., Public Entities, or Service Providers to Provide Enhanced Education, Skills Training Programs, and Internships; Authorizing the Execution of such Agreements by the Executive Director
- VI. Resolution No. \_\_\_\_\_ Resolution Authorizing and Approving an Equipment Lease with Oklahoma City Innovation District, Inc. for the Innovation District Convergence Project, Oklahoma Regional Innovation District Project Plan
- VII. Resolution No. \_\_\_\_\_ Joint Resolution of the Board of Commissioners of the Oklahoma City Urban Renewal Authority and the Trustees of the Oklahoma City Redevelopment Authority Approving Amended and Restated Real Estate Acquisition Agreement with the City of Oklahoma City, Core to Shore Urban Renewal Plan, Maps Sports-Entertainment-Parking Support Redevelopment Plan, Central Business District Urban Renewal Plan
- VIII. Presentation of Interim Financial Report for the Period Ending November 30, 2024
- IX. New Business
- X. Comments from Trustees
- XI. Comments from Citizens

## XII. Adjournment

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

POSTED at the offices of the City Clerk and at 105 N. Hudson by 1:00 p.m. on Friday, February 28, 2025 by Erika Ashby, Executive Assistant

MINUTES OF REGULAR MEETING  
OF THE  
OF THE OKLAHOMA CITY REDEVELOPMENT AUTHORITY  
WEDNESDAY, JANUARY 15, 2025

A Regular Meeting of the Trustees of the Oklahoma City Redevelopment Authority (“Redevelopment Authority”) was held on Wednesday, January 15, 2025, at 10:30 a.m. in the Conference Room at 431 W. Main Street, Suite B; Oklahoma City, OK.

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

Mr. J. Larry Nichols  
Mr. James R. Tolbert, III  
Ms. Judy Hatfield  
Councilman Mark K. Stonecipher  
Mayor David Holt – (arrived at 10:40 a.m.)

Trustees Absent:

Mr. Russell M. Perry  
Trustee Vacancy

Staff Present:

Emily Pomeroy, Dan Batchelor, Jeff Sabin and Kathryn Walker, CEDL  
Kenton Tsoodle, Geri Harlan, Keith Kuhlman, Cassi Poor, Melva Franklin, Olen Cook,  
Monse Lozano, Pam Lunnon and Erika Ashby, The Alliance for Economic Dev. of OKC  
Kimberly Francisco, Progress OKC

Others:

Chase Winkel and Rand Elliott, REA  
Jason Kander, VCP  
Nick Berry and Cameron Rock, Berry Rock  
Rev. Lee Cooper, City Ward 7  
John Pettis and John Pettis Jr., OKC  
Cathy O’Connor, Coalign Group  
Tiffany Walker, Good Samaritan Solutions  
Steve Lackmeyer, The Oklahoman  
Jeff Johnson  
Andy Burnett  
Michell Eike, Jeff Eike, Tom McKee, Eleanor Thompson, Christina Beatty, Rodney Redus, Cresha Redus, Denyvetta Davis, Taylor Doe, Linda Ware Toure, Kanita Walker, Jeri De and Zenephoar Warren

The Chairman asked for a motion to approve, as circulated, the minutes of a Regular and Annual Meeting held on Wednesday, July 17, 2024. Ms. Hatfield moved the adoption of the minutes and upon second by Mr. Stonecipher, the vote was as follows:

Trustee J. Larry Nichols	Aye
Trustee James R. Tolbert, III	Aye
Trustee Judy Hatfield	Aye
Trustee Russell M. Perry	Absent
Trustee Vacancy	
Mayor David Holt	Absent
Councilman Mark K. Stonecipher	Aye

Minutes Adopted

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

***Resolution No. 266 entitled:***

***“Resolution Receiving and Accepting Audits of Accounts by Allen, Gibbs & Houlik, L.C., for the Fiscal Years Ending June 30, 2023 and June 30, 2024”***

Ms. Hatfield moved the adoption of this resolution and upon a second by Mr. Stonecipher, the vote was as follows:

Trustee J. Larry Nichols	Aye
Trustee James R. Tolbert, III	Aye
Trustee Judy Hatfield	Aye
Trustee Russell M. Perry	Absent
Trustee Vacancy	
Mayor David Holt	Absent
Councilman Mark K. Stonecipher	Aye

Resolution Adopted

***Resolution No. 267 entitled:***

***“Resolution Ratifying the Executive Director’s Approval of Infrastructure Development Plan for Horizontal Infrastructure Improvements Submitted by OPERATIONREADYMIX LLC Pursuant to the Economic Development Agreement, Oklahoma Regional Innovation District Project Plan”***

Mr. Tolbert moved the adoption of this resolution and upon a second by Ms. Hatfield, the vote was as follows:

Trustee J. Larry Nichols	Aye
Trustee James R. Tolbert, III	Aye
Trustee Judy Hatfield	Aye
Trustee Russell M. Perry	Absent

**OCRA Board of Trustees, Wednesday, January 15, 2025**



***Presentation of Interim Financial Reports for the Period Ending September 30, 2024***

Geri Harlan presented the financial statements for the period ending September 30, 2024.

Ms. Hatfield moved to receive financials and upon a second by Mr. Stonecipher, the vote was as follows:

Trustee J. Larry Nichols	Aye
Trustee James R. Tolbert, III	Aye
Trustee Judy Hatfield	Aye
Trustee Russell M. Perry	Absent
Trustee Vacancy	
Mayor David Holt	Aye
Councilman Mark K. Stonecipher	Aye

Financials Received

There being no further business to come before the Board, meeting was adjourned by the Chairman at 10:54 a.m.

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SECRETARY

# OKLAHOMA CITY REDEVELOPMENT AUTHORITY

**TRUSTEES**

J. Larry Nichols  
Chairman

James R. Tolbert III  
Vice Chairman

Vacant

Judy J. Hatfield

David Holt

Kevin S. Perry

Mark K. Stonecipher

**EXECUTIVE DIRECTOR**

Kenton Tsoodle

To: Board of Trustees of the Oklahoma City Redevelopment Authority

From: Kenton Tsoodle, Executive Director

Date: March 4, 2025

Ref: Resolution Authorizing Tax Increment Funding in an Amount not to exceed \$350,000 for certain Enhanced Education Priorities Pursuant to the Oklahoma Regional Innovation District Project Plan; Authorizing and Directing the Executive Director and Legal Counsel to Prepare One or More Agreements with the Oklahoma City Innovation District, Inc., Public Entities, or Service Providers to provide Enhanced Education, Skills Training Programs, and Internships; Authorizing the Execution of such Agreement(s) by the Executive Director

**Background:** A principal objective of the Oklahoma Regional Innovation District Project Plan (“Project Plan”) is to provide and promote enhanced education, skills training programs, internships, workforce development, and entrepreneurial support in order to recruit and retain new business in the Project Area with a focus on biotechnology, technology, life sciences, pharmaceuticals, energy, aerospace, and engineering.

To help achieve this objective, the Project Plan provided for the establishment of a committee for Enhanced Education and Skills Training (“Education Committee”) by Oklahoma City Innovation District, Inc. (“OKCID”).

The Education Committee adopted enhanced education funding priorities to substantially increase the number of students, especially from neighboring areas, to become STEM professionals by ensuring their academic readiness and preparedness to enter and complete a STEM degree or certification program at either a college or public career technology center, and these priorities were subsequently endorsed and adopted by OCRA and the City Council.

The Education Committee surveyed STEM educational program offerings potentially available to the students in the priority service area (which includes the Project Area, nearby neighborhoods, and contiguous areas northward between I-235 and I-35) and discovered that there were actually a large number of programs for 8<sup>th</sup> – 12<sup>th</sup> graders but that, for a variety of reasons, students were not being connected to these programs. The Committee concluded that, as an initial strategy, it is most cost-effective to work to connect these programs to the students in the priority service area, through coordination, outreach, marketing, and

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Kenton Tsoodle

transportation.

Additionally, the Education Committee has identified opportunities, consistent with their funding priorities, to expand summer internship opportunities, provide skills training to teachers to improve STEM teaching skills, create a variety of summer camps in such areas as coding, math, and other STEM subjects, and offer additional ways to reduce inequities related to access, including but not limited to transportation.

The Education Committee first requested funding in the amount of \$350,000 from the Project Plan's authorized Project Costs of \$18,000,000 as a specific revenue source for public entities for enhanced education, skills training programs, internships, and entrepreneurial support, to be generated from tax increments generated over the life of the Increment Districts in 2022. This request was approved by OCRA via adoption of Resolution No. 236.

An additional funding request for the identified priorities was approved by OCRA via adoption of Resolution No. 249 on March 7, 2023. The Education Committee has requested funding for the 2024-2025 school year in the amount of up to \$350,000 from the Project Plan's authorized Project Costs as a specific revenue source for the aforementioned initiatives.

**Summary of Agenda Item:** The Resolution authorizes funding up to \$350,000 and authorizes and directs the Executive Director and Legal Counsel to prepare the necessary agreements for the Executive Director to execute.

**Recommendation:** Approval of Resolution.



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

**RESOLUTION AUTHORIZING TAX INCREMENT FUNDING IN AN AMOUNT NOT TO EXCEED \$350,000 FOR CERTAIN ENHANCED EDUCATION PRIORITIES PURSUANT TO THE OKLAHOMA REGIONAL INNOVATION DISTRICT PROJECT PLAN; AUTHORIZING AND DIRECTING THE EXECUTIVE DIRECTOR AND LEGAL COUNSEL TO PREPARE ONE OR MORE AGREEMENTS WITH THE OKLAHOMA CITY INNOVATION DISTRICT, INC., PUBLIC ENTITIES, OR SERVICE PROVIDERS TO PROVIDE ENHANCED EDUCATION, SKILLS TRAINING PROGRAMS, AND INTERNSHIPS; AUTHORIZING THE EXECUTION OF SUCH AGREEMENTS BY THE EXECUTIVE DIRECTOR**

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

**WHEREAS**, a principal objective of the Project Plan is to provide and promote enhanced education, skills training programs, internships, workforce development, and entrepreneurial support in order to create new synergies supporting economic opportunity and economic development and create relationships with adjacent neighborhoods, as well as to recruit and retain new business in the project area with a focus on biotechnology, technology, life sciences, pharmaceuticals, energy, aerospace, and engineering; and

**WHEREAS**, pursuant to the Project Plan, a committee for Enhanced Education and Skills Training (“Education Committee”) was established by Oklahoma City Innovation District, Inc. (“OKCID”) to achieve the Project Plan objectives of enhancing education in science, technology, engineering, and mathematics (“STEM”), skills training programs, intern programs, and workforce development, and ultimately, employment opportunities stimulated by the Innovation District; and

**WHEREAS**, in order to support those objectives, the Education Committee adopted enhanced education funding priorities to substantially increase the number of students, especially from neighboring areas, to become STEM professionals by ensuring their academic readiness and preparedness to enter and complete a STEM degree or certification program at either a college or public career technology center; and

**WHEREAS**, the Board of Trustees of the Oklahoma City Redevelopment Authority (“OCRA”) endorsed these priorities and recommended them for adoption by City Council, which adopted them in August 2021; and

**WHEREAS**, the Project Plan authorizes up to \$18,000,000 in estimated Project Costs as a specific revenue source for public entities for enhanced education, skills training programs, internships, and entrepreneurial support, to be generated from tax increments generated over the life of the Increment District established by the Project Plan; and

**WHEREAS**, in April 2022, OCRA authorized the allocation and expenditure of up to \$350,000 in tax increment revenue in accordance with the Project Plan to fund these enhanced education priorities identified by the Education Committee; and

**WHEREAS**, in March 2023, OCRA authorized the allocation and expenditure of up to \$350,000 in tax increment revenue in accordance with the Project Plan to fund these enhanced education priorities identified by the Education Committee; and

**WHEREAS**, it is appropriate and desirable to allocate and authorize the expenditure of up to another \$350,000 in tax increment revenue in accordance with the Project Plan to fund these enhanced education priorities identified by the Education Committee; and

**WHEREAS**, it is appropriate and desirable to authorize the Executive Director and Legal Counsel to prepare one or more agreements with OKCID, public entities, or service providers to provide these enhanced education, skills training programs, and internships, as well as to implement related strategies to reduce inequities related to access, including but not limited to transportation.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Trustees of the Oklahoma City Redevelopment Authority as follows:

1. A third allocation of tax increment funding in an amount not to exceed \$350,000 is hereby authorized for the enhanced education priorities identified by the Education Committee, including but not limited to providing coordination to better connect students with the available programs, professional development to teachers to improve STEM teaching skills, workforce training programs, and ways to reduce inequities related to access to quality education programs.
2. The Executive Director and Legal Counsel are authorized and directed to prepare one or more agreements with OKCID, public entities, or service providers to provide these enhanced education, skills training programs, and internships, as well as to implement related strategies to reduce inequities related to access, including but not limited to transportation.
3. The Executive Director is authorized to execute such agreements to provide enhanced education, skills training programs, and internships, as well as to implement related strategies to reduce inequities related to access.
4. The Executive Director and Legal Counsel are authorized and directed to take such actions as are necessary or appropriate to implement this resolution, including assisting OKCID and the Education Committee in order to carry out the objectives of the Project Plan.

I, \_\_\_\_\_, Secretary of the Board of Trustees of the Oklahoma City Redevelopment Authority, a public trust, certify that the foregoing Resolution No. \_\_\_\_\_ was duly adopted at a **special** meeting of the Oklahoma City Redevelopment Authority, held at its offices at 105 N. Hudson, Suite 101, Oklahoma City, Oklahoma, on the **4<sup>th</sup>** day of **March, 2025**; that said meeting was held in accordance with the Bylaws of the Oklahoma City Redevelopment 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 Trustees present.

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SECRETARY

(SEAL)

# OKLAHOMA CITY REDEVELOPMENT AUTHORITY

**TRUSTEES**

J. Larry Nichols  
Chairman

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Vice Chairman

Vacant

Judy J. Hatfield

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Mark K. Stonecipher

**EXECUTIVE DIRECTOR**

Kenton Tsoodle

To: Board of Trustees of the Oklahoma City Redevelopment Authority

From: Kenton Tsoodle, Executive Director

Date: March 4, 2025

Ref: Resolution Authorizing Tax Increment Funding in an Amount not to exceed \$350,000 for certain Enhanced Education Priorities Pursuant to the Oklahoma Regional Innovation District Project Plan; Authorizing and Directing the Executive Director and Legal Counsel to Prepare One or More Agreements with the Oklahoma City Innovation District, Inc., Public Entities, or Service Providers to provide Enhanced Education, Skills Training Programs, and Internships; Authorizing the Execution of such Agreement(s) by the Executive Director

**Background:** A principal objective of the Oklahoma Regional Innovation District Project Plan (“Project Plan”) is to provide and promote enhanced education, skills training programs, internships, workforce development, and entrepreneurial support in order to recruit and retain new business in the Project Area with a focus on biotechnology, technology, life sciences, pharmaceuticals, energy, aerospace, and engineering.

To help achieve this objective, the Project Plan provided for the establishment of a committee for Enhanced Education and Skills Training (“Education Committee”) by Oklahoma City Innovation District, Inc. (“OKCID”).

The Education Committee adopted enhanced education funding priorities to substantially increase the number of students, especially from neighboring areas, to become STEM professionals by ensuring their academic readiness and preparedness to enter and complete a STEM degree or certification program at either a college or public career technology center, and these priorities were subsequently endorsed and adopted by OCRA and the City Council.

The Education Committee surveyed STEM educational program offerings potentially available to the students in the priority service area (which includes the Project Area, nearby neighborhoods, and contiguous areas northward between I-235 and I-35) and discovered that there were actually a large number of programs for 8<sup>th</sup> – 12<sup>th</sup> graders but that, for a variety of reasons, students were not being connected to these programs. The Committee concluded that, as an initial strategy, it is most cost-effective to work to connect these programs to the students in the priority service area, through coordination, outreach, marketing, and

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Additionally, the Education Committee has identified opportunities, consistent with their funding priorities, to expand summer internship opportunities, provide skills training to teachers to improve STEM teaching skills, create a variety of summer camps in such areas as coding, math, and other STEM subjects, and offer additional ways to reduce inequities related to access, including but not limited to transportation.

The Education Committee first requested funding in the amount of \$350,000 from the Project Plan's authorized Project Costs of \$18,000,000 as a specific revenue source for public entities for enhanced education, skills training programs, internships, and entrepreneurial support, to be generated from tax increments generated over the life of the Increment Districts in 2022. This request was approved by OCRA via adoption of Resolution No. 236.

An additional funding request for the identified priorities was approved by OCRA via adoption of Resolution No. 249 on March 7, 2023. The Education Committee has requested funding for the 2024-2025 school year in the amount of up to \$350,000 from the Project Plan's authorized Project Costs as a specific revenue source for the aforementioned initiatives.

**Summary of Agenda Item:** The Resolution authorizes funding up to \$350,000 and authorizes and directs the Executive Director and Legal Counsel to prepare the necessary agreements for the Executive Director to execute.

**Recommendation:** Approval of Resolution.

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

**RESOLUTION AUTHORIZING TAX INCREMENT FUNDING IN AN AMOUNT NOT TO EXCEED \$350,000 FOR CERTAIN ENHANCED EDUCATION PRIORITIES PURSUANT TO THE OKLAHOMA REGIONAL INNOVATION DISTRICT PROJECT PLAN; AUTHORIZING AND DIRECTING THE EXECUTIVE DIRECTOR AND LEGAL COUNSEL TO PREPARE ONE OR MORE AGREEMENTS WITH THE OKLAHOMA CITY INNOVATION DISTRICT, INC., PUBLIC ENTITIES, OR SERVICE PROVIDERS TO PROVIDE ENHANCED EDUCATION, SKILLS TRAINING PROGRAMS, AND INTERNSHIPS; AUTHORIZING THE EXECUTION OF SUCH AGREEMENTS BY THE EXECUTIVE DIRECTOR**

---

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

**WHEREAS**, a principal objective of the Project Plan is to provide and promote enhanced education, skills training programs, internships, workforce development, and entrepreneurial support in order to create new synergies supporting economic opportunity and economic development and create relationships with adjacent neighborhoods, as well as to recruit and retain new business in the project area with a focus on biotechnology, technology, life sciences, pharmaceuticals, energy, aerospace, and engineering; and

**WHEREAS**, pursuant to the Project Plan, a committee for Enhanced Education and Skills Training (“Education Committee”) was established by Oklahoma City Innovation District, Inc. (“OKCID”) to achieve the Project Plan objectives of enhancing education in science, technology, engineering, and mathematics (“STEM”), skills training programs, intern programs, and workforce development, and ultimately, employment opportunities stimulated by the Innovation District; and

**WHEREAS**, in order to support those objectives, the Education Committee adopted enhanced education funding priorities to substantially increase the number of students, especially from neighboring areas, to become STEM professionals by ensuring their academic readiness and preparedness to enter and complete a STEM degree or certification program at either a college or public career technology center; and

**WHEREAS**, the Board of Trustees of the Oklahoma City Redevelopment Authority (“OCRA”) endorsed these priorities and recommended them for adoption by City Council, which adopted them in August 2021; and

**WHEREAS**, the Project Plan authorizes up to \$18,000,000 in estimated Project Costs as a specific revenue source for public entities for enhanced education, skills training programs, internships, and entrepreneurial support, to be generated from tax increments generated over the life of the Increment District established by the Project Plan; and

**WHEREAS**, in April 2022, OCRA authorized the allocation and expenditure of up to \$350,000 in tax increment revenue in accordance with the Project Plan to fund these enhanced education priorities identified by the Education Committee; and

**WHEREAS**, in March 2023, OCRA authorized the allocation and expenditure of up to \$350,000 in tax increment revenue in accordance with the Project Plan to fund these enhanced education priorities identified by the Education Committee; and

**WHEREAS**, it is appropriate and desirable to allocate and authorize the expenditure of up to another \$350,000 in tax increment revenue in accordance with the Project Plan to fund these enhanced education priorities identified by the Education Committee; and

**WHEREAS**, it is appropriate and desirable to authorize the Executive Director and Legal Counsel to prepare one or more agreements with OKCID, public entities, or service providers to provide these enhanced education, skills training programs, and internships, as well as to implement related strategies to reduce inequities related to access, including but not limited to transportation.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Trustees of the Oklahoma City Redevelopment Authority as follows:

1. A third allocation of tax increment funding in an amount not to exceed \$350,000 is hereby authorized for the enhanced education priorities identified by the Education Committee, including but not limited to providing coordination to better connect students with the available programs, professional development to teachers to improve STEM teaching skills, workforce training programs, and ways to reduce inequities related to access to quality education programs.
2. The Executive Director and Legal Counsel are authorized and directed to prepare one or more agreements with OKCID, public entities, or service providers to provide these enhanced education, skills training programs, and internships, as well as to implement related strategies to reduce inequities related to access, including but not limited to transportation.
3. The Executive Director is authorized to execute such agreements to provide enhanced education, skills training programs, and internships, as well as to implement related strategies to reduce inequities related to access.
4. The Executive Director and Legal Counsel are authorized and directed to take such actions as are necessary or appropriate to implement this resolution, including assisting OKCID and the Education Committee in order to carry out the objectives of the Project Plan.

I, \_\_\_\_\_, Secretary of the Board of Trustees of the Oklahoma City Redevelopment Authority, a public trust, certify that the foregoing Resolution No. \_\_\_\_\_ was duly adopted at a **special** meeting of the Oklahoma City Redevelopment Authority, held at its offices at 105 N. Hudson, Suite 101, Oklahoma City, Oklahoma, on the **4<sup>th</sup>** day of **March, 2025**; that said meeting was held in accordance with the Bylaws of the Oklahoma City Redevelopment 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 Trustees present.

---

SECRETARY

(SEAL)



# OKLAHOMA CITY REDEVELOPMENT AUTHORITY

**TRUSTEES**

J. Larry Nichols  
Chairman

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Vice Chairman

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**EXECUTIVE DIRECTOR**

Kenton Tsoodle

To: Board of Trustees of the Oklahoma City Redevelopment Authority

From: Kenton Tsoodle, Executive Director

Date: March 4, 2025

Ref: Equipment Lease Agreement

**Background:** The City of Oklahoma City (the “City”), the Oklahoma City Redevelopment Authority (“Lessor”), and BT Development, LLC (“BT”) have executed a First Amended and Restated Master Development Agreement for the Development of the MAPS 4 Innovation Hall, dated as of March 28, 2023, pursuant to which BT is obligated to develop and construct the building facility for meetings and events related to innovation and entrepreneurship contemplated by the Resolution of Intent (“Innovation Hall”) and Related Infrastructure, as defined in the Master Development Agreement.

In addition to the Master Development Agreement, Lessor and BT have executed an Amended and Restated Economic Development Agreement for the Innovation District Convergence Project, dated as of December 7, 2022, under which BT is obligated to develop and construct a major mixed-use project that includes Innovation Hall.

The Master Development Agreement contemplated, among other things, that BT or an affiliate of BT will enter into a sublease or other agreement(s) for the operation and maintenance of Innovation Hall with the operator selected by the City.

The City selected the Oklahoma City Innovation District, Inc. (“Lessee”) to be the operator of Innovation Hall and BT and Lessee have executed the Innovation Hall Sublease, dated as of June 30, 2023, which contemplates a separate equipment lease to be entered into by Lessor and Lessee for Lessee’s use of furnishings, fixtures, and other personal property owned by Lessor that will be located in the Leased Premises (as defined in the Innovation Hall Sublease) and used by Subtenant in the operation of the Leased Premises.

The Equipment Lease provides for the lease of identified furnishings, fixtures and equipment purchased and owned by Lessor to the Lessee for a term corresponding to the Lessee’s sublease with BT, expiring on March 15, 2032, for a nominal lease rate of \$1 per year. Lessee is required to keep the Equipment insured and assumes all risk of loss, damage or destruction of the Equipment during the term of the Lease. Upon the termination of the Lease, the Lessee is required to return the Equipment to the Lessor.

**Recommendation:** Approve the Equipment Lease Agreement between OCRA and Oklahoma City Innovation District Inc.

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

**RESOLUTION AUTHORIZING AND APPROVING AN EQUIPMENT LEASE WITH OKLAHOMA CITY INNOVATION DISTRICT, INC. FOR THE INNOVATION DISTRICT CONVERGENCE PROJECT, OKLAHOMA REGIONAL INNOVATION DISTRICT PROJECT PLAN**

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

**WHEREAS**, the City has designated the Oklahoma City Redevelopment Authority (“OCRA”), a public trust who purposes include assisting its sole beneficiary, the City, to stimulate economic growth and development, as the public entity responsible for implementing the Project Plan in an area of the City (“Project Area”); and

**WHEREAS**, BT Development, L.L.C. (together with affiliates “Developer”), an Oklahoma limited liability company, has undertaken a major mixed-use project in the Project Area, which includes an office tower building for research labs and office space, a parking garage, hotel, amenity deck, public realm open-air community environment, as well as a proposed building for Innovation Hall (collectively “Project”); and

**WHEREAS**, the City, OCRA, and Developer have executed a First Amended and Restated Master Development Agreement for the development of the MAPS 4 Innovation Hall, dated as of March 28, 2023, pursuant to which Developer is obligated to develop and construct the Project and enter into a sublease for the operation and maintenance of Innovation Hall with an operator selected by the City; and

**WHEREAS**, the City selected Oklahoma City Innovation District, Inc. (“OKCID”) to be the operator of Innovation Hall and Developer and OKCID have executed the Innovation Hall Sublease, dated June 30, 2023, which contemplates a separate equipment lease to be entered into by OCRA and OKCID for OKCID’s use of furnishings, fixtures, and other personal property owned by OCRA that will be located in the Leased Premises (as defined in the Innovation Hall Sublease) and used by OKCID in the operation of the Leased Premises; and

**WHEREAS**, it is appropriate and desirable to authorize and approve the Equipment Lease with OKCID in furtherance of the Innovation Hall Sublease, the Project, and the Project Plan.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Trustees of the Oklahoma City Redevelopment Authority as follows:

1. The Equipment Lease between OCRA and OKCID is hereby authorized and approved.
2. The Officers of OCRA are authorized to execute the Equipment Lease.

3. The Executive Director and Legal Counsel are authorized and directed to make any necessary and appropriate corrections, modifications, or additions to the Equipment Lease and to such other actions as are necessary and appropriate to implement the Equipment Lease and the authorizations contained herein.

I, \_\_\_\_\_, Secretary of the Board of Trustees of the Oklahoma City Redevelopment Authority, certify that the foregoing Resolution No. \_\_\_\_\_ was duly adopted at a **special** meeting of the Board of Trustees of the Oklahoma City Redevelopment Authority, held at its offices at 105 N. Hudson Avenue, Suite 101, Oklahoma City, Oklahoma 73102, on the **4<sup>th</sup>** day of **March, 2025**; that said meeting was held in accordance with the By-Laws of OCRA 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 Trustees present.

\_\_\_\_\_  
Secretary

## EQUIPMENT LEASE AGREEMENT

THIS EQUIPMENT LEASE AGREEMENT, dated this \_\_\_\_ day of \_\_\_\_\_, 2025, is made by the OKLAHOMA CITY REDEVELOPMENT AUTHORITY, an Oklahoma public trust acting for the benefit of the City of Oklahoma City, Oklahoma, (“Lessor”) and the Oklahoma City Innovation District, Inc., an Oklahoma not-for-profit corporation (“Lessee”).

### RECITALS

A. The City of Oklahoma City (the “City”), the Lessor, and BT Development, LLC (“BT”) have executed a First Amended and Restated Master Development Agreement for the Development of the MAPS 4 Innovation Hall, dated as of March 28, 2023, pursuant to which BT is obligated to develop and construct the building facility for meetings and events related to innovation and entrepreneurship contemplated by the Resolution of Intent (“Innovation Hall”) and Related Infrastructure, as defined in the Master Development Agreement.

B. In addition to the Master Development Agreement, Lessor and BT have executed an Amended and Restated Economic Development Agreement for the Innovation District Convergence Project, dated as of December 7, 2022, under which BT is obligated to develop and construct a major mixed-use project that includes Innovation Hall.

C. The Master Development Agreement contemplated, among other things, that BT or an affiliate of BT will enter into a sublease or other agreement(s) for the operation and maintenance of Innovation Hall with the operator selected by the City.

D. The City selected Lessee to be the operator of Innovation Hall and BT and Lessee have executed the Innovation Hall Sublease, dated as of June 30, 2023, which contemplates a separate equipment lease to be entered into by Lessor and Lessee for Lessee’s use of furnishings, fixtures, and other personal property owned by Lessor that will be located in the Leased Premises (as defined in the Innovation Hall Sublease) and used by Subtenant in the operation of the Leased Premises.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

### **I. Lease; Term; Rental.**

- 1.1 Lease. Lessor hereby leases to Lessee, and Lessees hereby rents from Lessor, the furnishings, fixtures, and equipment described in Exhibit A hereto, additions and accessories incorporated therein and/or affixed thereto (the “Equipment”), on the terms and conditions set forth herein. The parties recognize that Exhibit A may be altered during the term of the Lease to reflect additional items provided by Lessor and leased by Lessee.
- 1.2 Term. The term of this lease shall commence on the date (the “Commencement Date”) that the Equipment is assembled, installed and accepted by Lessee, as confirmed by Lessee’s execution of the certificate attached to this Lease and expire on March 15, 2032.

- 1.3 Lease Rate. Lessee agrees to pay Lessor a nominal lease rate of \$1.00 per year for the term of this lease. This nominal rate shall not increase throughout the term of this lease, unless otherwise agreed to in writing by both parties. Lessor and Lessee understand that the nominal lease rate may not reflect the fair market value of the leased equipment, but both parties acknowledge the intention of this lease arrangement is to fulfill the broader purposes stated elsewhere in this and related Agreements referenced herein.

## **II. Location; Use of Equipment**

- 2.1 The Equipment shall always be in the possession and control of Lessee on the Leased Premises.
- 2.2 Lessee shall use, protect and maintain the Equipment in compliance with all applicable insurance policies, laws, ordinances, rules, regulations and manufacturer's instructions. Lessee shall keep the Equipment free of all liens, encumbrances, claims and charges and shall not encumber Lessor's rights under this Lease.
- 2.3 Lessee agrees that the Lessor has made and makes no representations or warranties of any kind or nature, directly or indirectly, expressed or implied, as to any matter whatsoever, including the suitability of such Equipment, its durability, its fitness for any particular purpose, its merchantability, its condition, its quality or its freedom from the claims of any person by way of infringement or the like and as between Lessee and Lessor, and Lessor's assignee, Lessee leases the Equipment "as is". Lessor and Lessor's assignee shall not be liable to Lessee for any loss, damage or expense of any kind or nature caused directly or indirectly by any Equipment leased hereunder or the use or maintenance thereof or the failure of operation thereof, or the repairs, service or adjustment thereto, or by any delay or failure to provide any thereof, or by any interruption of service or loss of use thereof, or the use thereof in violation of the right of any party whomsoever, or for any loss of business or damage whatsoever and howsoever caused, unless such loss, damage or expense resulted from the gross negligence or willful misconduct of Lessor or its agents or employees. No representation or warranty as to the Equipment or any other matter by any vendor of such Equipment shall be binding on the Lessor or Lessor's assignee nor shall the breach of such relieve Lessee of, or in any way affect, any of Lessee's obligations to the Lessor or Lessor's assignee as set forth herein. Lessor and Lessor's assignee disclaim and shall not be responsible for any loss, damage or injury to persons or property caused by the Equipment, unless arising through the gross negligence or willful misconduct of the Lessor or imposed by law. In no event shall Lessor (or an assignee of Lessor) have any liability to Lessee for consequential or special damages, including without limitation lost profits.
- 2.4 Lessor does not warrant merchantability or fitness for any particular use of Equipment and disclaims any other warranty, express, implied or statutory. Rent payments will be due despite dissatisfaction with Equipment for any reason. If the Equipment is not properly installed, does not operate as represented or warranted by the vendor of such Equipment or is unsatisfactory for any reason, Lessee shall make any claim on account hereof solely against the vendor and hereby waives and releases any and all rights to now or hereafter assert any claim against Lessor concerning the Equipment and shall nevertheless pay

Lessor all rent payable under this Lease. Lessor agrees to assign to Lessee, solely for the purpose of making and prosecuting any such claims, any rights it may have against any vendor for breach of warranty or representations respecting the Equipment. Lessee understands and agrees that any vendor, or any settlement related to Equipment provided by a vendor shall operate to waive or alter any term or condition of this lease.

- III. Insurance.** Lessee shall keep the Equipment insured against all risks of loss of damage from every cause whatsoever, in amounts determined by Lessor. Lessee shall also carry public liability insurance, personal injury and property damage, covering the Equipment. All such property insurance shall provide that losses, if any, shall be payable by the Lessor, and all such liability insurance shall include Lessor as a named insured and require that the insurer give Lessor at least ten (10) days' written notice prior to cancellation thereof. Lessee shall pay the premiums for such insurance and deliver to Lessor satisfactory evidence of the insurance coverage required hereunder. The proceeds of such insurance payable as a result of loss or damage to any item of the Equipment shall be applied to satisfy Lessee's obligations as set forth in Section IV below.
- IV. Risk of Loss.** Lessee hereby assumes upon the Commencement Date, the entire risk of loss, damage or destruction of the Equipment from any and every cause whatsoever during the term of this Lease and thereafter until redelivery to Lessor. In the event of loss, damage or destruction of any item of Equipment, Lessee at its expense (except to the extent of any proceeds of insurance provided by Lessee which have been received by Lessor as a result of such loss, damage or destruction), and at Lessee's option, shall either (a) repair such item, returning it to its previous condition, unless damaged beyond repair, or (b) replace such item with a like item reasonably acceptable to Lessor, in good condition and of equivalent value, which shall become property of Lessor, included within the term "Equipment" as used herein, and leased from Lessor herewith for the balance of the full term of this Lease. Provided that Lessee is not in default under this Lease, any insurance proceeds received by Lessor as a result of loss, damage or destruction of the Equipment shall be remitted to Lessee and used to repair or replace the Equipment
- V. Auditing and Related Reporting Requirements.** Lessee recognizes the Lessor will need information from Lessee each year during the Lease Term for auditing purposes and agrees to provide such information as requested. No later than August 1<sup>st</sup> of each year during the term of this Lease, Lessee shall provide a status report of all Equipment in the Leased Premises to the Lessor. If Equipment is replaced, such report shall reflect the date of replacement.
- VI. Default and Remedies.** If Lessee defaults in the performance of any its obligations under this lease, Lessor may (i) enforce this lease, (ii) recover damages for Lessee's default, and (iii) cancel Lessee's right of possession of the Equipment.
- VII. Assignment.** Lessee shall not assign any part of its rights or obligations under this Lease or enter into any sublease of any part of any equipment without the prior written consent of Lessor.

**VIII. Return of Property.** Upon the termination or expiration of this Lease, or any extension thereof, the Lessee shall forthwith deliver the Equipment to the Lessor, at an address designated by Lessor complete and in good order and condition, reasonable wear and tear alone excepted. The Lessee shall also pay to the Lessor such sum as may be necessary to cover replacement for all damaged, broken or missing parts of the Equipment. If upon such expiration or termination the Lessee does not immediately return the Equipment to the Lessor, the Equipment shall continue to be held and leased hereunder and this Lease shall thereupon be extended indefinitely as to the term at the same monthly rental, subject to the right of either the Lessee or the Lessor to terminate the lease upon thirty (30) days' written notice, whereupon the Lessee shall forthwith deliver the Equipment to the Lessor as set forth in this Paragraph.

**IX. Miscellaneous.**

- 8.1 To the extent permitted by applicable law, Lessee hereby waives any and all rights and remedies conferred upon a lessee by Sections 2A-508 through 2A-522 of the UCC, including but not limited to Lessee's rights to: (1) cancel or update this Lease; (2) reject or revoke acceptance of the Equipment; and (3) recover damages from Lessor for any breaches of warranty or for any other reason.
- 8.2 Lessee hereby irrevocably appoints Lessor as Lessee's agent and attorney-in-fact for Lessee to execute, deliver, file or record any Uniform Commercial Code financing statements as Lessor shall deem necessary or advisable to protect Lessor' interest in the Equipment.
- 8.3 Governing Law. This lease shall be interpreted and construed in accordance with, and governed by the laws of the State of Oklahoma applicable to lease agreements made and to be fully performed in Oklahoma.
- 8.4 Each party hereto hereby waives any right it may have to claim or recover in any litigation under or in connection with this lease or any special, exemplary, punitive or consequential damages or any other damages than, or in addition to, actual damages.
- 8.5 This Lease may be executed in counterparts by the parties hereto when so executed, and each such counterpart shall be binding on both parties hereto, notwithstanding that both parties are not signatories to the same counterpart.

[Remainder of Page Left Blank Intentionally]

**IN WITNESS WHEREOF**, Lessor has executed this Equipment Lease Agreement as of the Effective Date.

**LANDLORD:**

OKLAHOMA CITY REDEVELOPMENT AUTHORITY,  
an Oklahoma public trust

By: \_\_\_\_\_  
J. Larry Nichols, Chairman

**ACKNOWLEDGEMENT**

STATE OF OKLAHOMA     )  
                                          )  
COUNTY OF OKLAHOMA    )     ss:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2025, by J. Larry Nichols, as Chairman of Oklahoma City Redevelopment Authority, an Oklahoma public trust authority.

\_\_\_\_\_  
Notary Public

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

[SEAL]



**IN WITNESS WHEREOF**, Lessee has executed this Equipment Lease Agreement as of the Effective Date.

**SUBTENANT:**

OKLAHOMA CITY INNOVATION DISTRICT,  
INC., an Oklahoma not-for-profit corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ACKNOWLEDGEMENT**

STATE OF OKLAHOMA     )  
                                          )    ss:  
COUNTY OF OKLAHOMA    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_ as \_\_\_\_\_ of Oklahoma City Innovation District, Inc., an Oklahoma not-for-profit corporation.

\_\_\_\_\_  
Notary Public

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

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

## **EXHIBIT A**

### **EQUIPMENT INVENTORY**

#### Items Provided by Entech Sales and Service

##### Access Control System

- Card readers with keypads on doors E150C, E150D, E100B, E100D, E160B, E150A, E105, SD252A, E104, E105, and E136.
- Request to Exit Passive Infrared Sensors at doors E100B and E100D
- (1) Enrollment Reader
- Integration modules with specifications
- Lifesafety can with mercury control boards, power supplies, and internal back up batteries for access control
- Remote release for 2 main entry doors at receptionist desk
- Aiphone video intercom for door E160
- Badge printer
- 100 access control cards

##### CCTV System

- 6 exterior cameras and 12 interior cameras
- Server for CCTV
- Cabling for CCTV system

##### Alarm System

- Burglary panel
- 13 glass break sensors
- 6 motion detectors
- 15 door contacts
- 2 keypads
- Cabling for alarm system

##### General

- Workstations
- Required cable hanging devices
- Miscellaneous hardware for installation of Access Control, CCTV and Alarm Systems

#### Items Provided by American Opti-Net, Inc.

- Racks, horizontal/vertical ladder tray, vertical wire management in MDF E12, IDF E104
- 12-strand FO tie cable between closets
- 81 category 6 network cables to data outlets, FA panel, BAS, IFP's, elevator, WAPs only
- Miscellaneous analog lines
- CPI rack equipment, fiber/optic cable/hardware, category 6 cable/hardware, ceiling hardware (hooks/sleeves), misc. ground hardware

- Telecommunications main grounding bar/telecommunications grounding busbar in IT closets, conduit stub ups, conduit across inaccessible ceiling

#### Items Provided by Vox Audio Visual

- Ledman 16:9 Presentation Hall Video Wall
- Furman P-8 PRO C for Presentation Hall Video Wall (4)
- Yamaha MRX 7-D
- Yamaha EX18
- Yamaha Unified Communications RM-CR
- Yamaha Unified Communications RM-WGL (8)
- Yamaha Unified Communications RM-WAP8
- Yamaha Unified Communications Wireless Microphone Charging Dock
- RDL DB-XLR2F (2) – dual XLR input jack for DJ’s and hardwired sources at Presentation Hall video wall
- RDL D-CIJ3d RCA Wall Jack
- 6’ Philmore RCA Cable (4)
- Sonos Port
- Maxhub Interactive Flat Panel V6 ViewPro V8630 (4)
- Maxhub Interactive Flat Panel Computer MT61N-17 (4)
- Maxhub Interactive Flat Panel Mobile Stand ST41B (4)
- AV Pro Edge AC-AEX-KIT (2)
- AV Pro Edge AC-EX100-444-KIT (2)
- Honey Optics 4K PTZ Camera (2)
- Heckler Camera Brackets (2)
- Dell Optiplex 3000 Small Form Factor PC (2)
- Macally Wireless Keyboard and Mouse (2)
- Samsung 27” T55 Curved Monitors (2)
- Yamaha HPH-MT7 Headphones (2)
- RDL DB-SH1
- NEXO NXAMP4X2MK2 Processor/Amplifier
- NEXO ID84-I (2)
- NEXO ID84L-I (2)
- NEX IDS210 (2)
- CROWN DCi 2 600 Amplifier
- Yamaha VXC6-W Speakers (12)
- Listen Technologies Advanced Combo Hearing Assist System Kit
- Shure SLXD4D (4)
- Shure UA844+SWB Active Antenna Distribution Systems
- RF Venue D-ARC Diversity Architectural Antennae
- Shure UA850 Antenna Cable, 50’ (2)
- Shure SLXD2/B87A Handheld Microphones (4)
- Shure SLXD1 Wireless Body Pack Transmitters (4)
- Shure MX153 Over-ear microphone (4)

- Shure WL184 clip-on lavalier microphone (4)
- Shure SBC203 Dual-docking charging station (4)
- Shure SB903 lithium-ion-batteries (16)
- Shure SBC80-903 battery charging station
- HoneyOptics Pro Series – PTZ Camera Joystick/Keyboard Controller
- Yamaha SWR2310-28GT Ethernet
- Yamaha SWR2100P-10G POE++ Switch (2)
- Apple iPad Pro (2)
- iPort Connect Pro Case (2)
- iPort Connect Pro Charging Base (2)
- APC UPS 750
- Lowell ACR159-S Rackmount Power Distribution (6)
- APC 2200RM2UC (2)
- Leviton 41647-W HDMI Jack
- Apple TV Wi-Fi + Internet Unit
- Bright Sign XT1144 Expanded I/O Player
- Inogenie DVIUSB Converter
- Vox AV Maverick Controller for Building Automation and Control System
- Vox AV Flight Deck Control System iPad License (2)
- Lowell LWBR-4428: Wall Rack with Support Base (2)
- Lowell USV-414 Vented Rack Shelves for Computers (2)
- Lowell USV-110 (7)
- Lowell RRD-44 (2)
- AV Pro Edge AC-BTJUMP-AUHD (9)
- AV Pro Edge AC-BT01-AUHD (6)
- AV Pro Edge AC-BT10-AUHD (2)
- 12-2 Speaker Wire (1000)
- 14-2 Speaker Wire (1000)
- CAT6A Shielded Cable (3650)
- RJ-59 SDI Cabling (350)
- Miscellaneous Parts
  - Rack screws
  - Cable ties
  - Velcro
  - Misc Fasteners
  - RJ45 Connectors
  - Leviton Ports
  - Lutron Decora-style Wall Plates for Device Penetrations
  - Minor trim
- Lowell SEP-1 (12)
- TP-Link ER605 Router
- TP-Link EAP225 Access Point
- 55” Samsung Frame Television for Lobby Directory Signage
- Legrand ENP1700NAV1

- Video System Control Box
- 24 Port Video Processing Ethernet Switch
- Wall Plate Video Encoder (Double Gang Decora Style) (6)
- Video Encoder (Free Standing) (2)
- Video Decoders (3)

Items Provided by Oswalt Restaurant Supply

- Canopy Hood Accurex #XBEW-115
- Accurex #FSSK-6 – 1 Fire Sup.
- Accurex #XCUE-140-VG Exhaust
- Accurex #GFPF-26-G24 Roof Curb
- Accurex #XDG-109-H10-3 Supply
- Accurex #TAP-GPIP Roof Curb, S
- Accurex #XFCC-1 Controls
- Vulcan #VHP212 Hotplate
- Moffat #G32D5 Oven
- 1650KITCF2S48 – Gas Hose 48”x
- TRCB-72-HC – Refrigerated Chef
- Star (Middleby) #848TCHSA Grid
- Star (Middleby) #UMSA48 Plate
- 1675KITCF2S48 -48” x ¾” Gas
- True #TWT-67-HC Refrigerator
- John Boos #BHS1660 Shelf
- Advance Tabco #9-63-54-24RL Si
- Advance Tabco #K-105 Faucet
- Advance Tabco #K-416-LU Wrist
- K-15-Lever Waste Drain 3-1/2”
- Advance Tabco #K-4 Support Bra
- Advance Tabvo #K-455D Sink Cov
- John Boos #BHS1696 Shelf
- John Boos \$BHS1648-T Shelf
- True #TS-23-HC Refrigerator
- Metro #EZ1848NK3-4 Shelving Un
- TSSU-60-24M-B-ST-HC- Mega Top
- John Boos #BHS1660 Shelf
- True #855280 Lid Kit Complete
- UC50E- U/C Dishwasher/Glasswas
- CMA Drain Water Tempering Kit
- Advance Tabco #7-PS-22 Hand Si
- K-316-LU-X – Wrist Handles Only
- True #TWT-67-HC Refrigerator
- John Boos #PTS26K-1860 Shelf
- UDF0190A – Ice Maker 198 Lb

- AR-10000-P- Water Filter
- Maintowoc #K00445 feet
- Merrychef USA #E5 Oven
- Bunn #52000.0001 Tea Brewer
- Bunn #12950.0212 Coffee Brewer
- True #TBB-24GAL-72G-S-HC-LD Co
- True #TBB24-48-2G-Z1-SFT-S-1 C
- True #TDR84-RISZ1-L-B-SSS-1 Co
- Bunn #36400.0000 French Press
- F&O Improtos #LINEA-PB-3-AV Esp
- Admiral Craft #BDRCTD – 160 Disp
- Perlick #TS12DS Sink Unit
- Perlick #7055-48 Pan
- 934GN-LF – Lead Free Faucet W/G
- Perlick #7054R End Splash
- Perlick #7054L End Splash
- Perlick #TS12DS-STK Dump Sink
- Perlick #TS36IC Ice Bin/Cocktail
- Perlick #ICC36 Ice Chest Cover
- Perlick #SR-D48AR Speed Rail

#### Furniture

- Factor Task Chair Mesh Back (Black) - Upholstered Seat - Polished Aluminum Base - Height Adjustable/Sliding Arms (Black) - Carpet Casters - GC Linen, Charcoal LE63
- Ariel Dining Chair All Veneer (Classic Walnut) - Four Leg Steel Base (Dark Green Powder Coat) - Felt Glides
- Sachet Guest Chair Wire Base - Low Back - Armless - Black Plastic Glides - Designtex, Rein, Camel
- Verve Plastic Dining Chair Plastic Shell (Light Gray) - Steel Tube Base (Light Gray) - Plastic Glides w/ Felt
- Sachet Lounge Chair Swivel Base (Black) - Mid Back - Felt Glides - Maharam, Tempo, 009 Adornment
- Laja Chair with Tablet Arm 884T Wood Legs (Solid Ash) - Tablet (Black Fenix) - Upholstered Back (Simil Leather H31) - Upholstered Seat (H120 Fabric)
- Gingko Lounge Chair Wood Base (Golden Oak) - High Back - Fully Upholstered - Felt Glides - Designtex, Mohair Plus, Burgundy
- Adele Lounge Chair Swivel Base (Chrome) - Fully Upholstered - Felt Glides - Designtex, Distressed Texture, Medium Grey
- Verve Plastic Bar Stool Plastic Shell (Light Gray) - Tubular Frame (Light Gray) - Plastic Glides with Felt Pads
- Factor Task Chair Mesh Back (Black) - Upholstered Seat - Polished Aluminum Base - Height Adjustable/Sliding Arms (Black) - Carpet Casters - GC Linen, Charcoal LE63
- Rowdy Stack Chair Plastic Shell (Black) and Base (Chrome) - Felt Glides

- Chair Carts for Stack Chairs 40 per cart
- Mez Café Table 42" x 42" x 29" - Squircle Top - Veneer Top (Classic Walnut) - X Base (Dark Green Powder Coat)
- Q6 Café Table 42" x 42" x 29" - Round Top - Fenix Top (Grigio Bromo)
- Inform Bar Height Table 42" x 42" x 42" - Round Top - Veneer Top (Classic Walnut) - Metal Legs (Matte Black)
- Inform Meeting Table w/ Power 72" x 42" x 29.5" - Rectangle Top - Veneer Top (Classic Walnut) - Metal Legs (Matte Black)
- Super Swoval Coffee Table 30" x 60" x 12" - Polished Carrara Marble Top - Black Steel Base
- Ginkgo Wire Coffee Table 36" x 36" x 15.5" - Round Top - Fenix Top (Grigio Antrim) - Wire Base (Grigio Antrim)
- Host Table 13.5" x 13.5" - Blue Skies
- Half Past Small Side Table 16" x 21" x 14" - Bronze Tempered Glass
- Swole Small Laptop Table 15" x 20" x 20" - Oxblood
- Lok Nesting Training Table 60" x 30" x 29" - NO POWER - Laminate Top (Belair) - C Legs (Silver)
- Oscar Nesting Training Table 60" x 30" x 29" - Integrated Power (HDMI) - Laminate Top (Belair) - C Legs (Chrome)
- Oscar Nesting Training Table 60" x 30" x 29" - NO POWER - Laminate Top (Belair) - C Legs (Chrome)
- Somod Sofa Felt Glides - Maharam, Mantle, 003 Piper
- Orai 2-Seat Sofa 70.5" x 33.5" x 27" - Metal Frame (Black) - Plastic Glides - Designtex, Rein, Camel
- Q6 Backed Bench Fully Upholstered - Maharam, Mantle, 003 Piper
- Hecks Ottoman 23" x 17" x 16" - Camel Leather
- Custom Throw Pillows 18" x 18" - Trillium Fill - Knife Edge - Matching Pillow Stitch - Designtex, Moquette, Buenos Aires
- Simple Metal Leg Desk w/ Laminate Top 24" x 48"
- Industrial Wire Shelving 36" x 72" x 18"
- Industrial Wire Shelving 36" x 86" x 18"
- Max 2-Bin Double Waste Receptacle Satin Chrome/White Cocoa (3D16)
- Isle Power Tower Flexible Power Unit

# OKLAHOMA CITY REDEVELOPMENT AUTHORITY

**TRUSTEES**

J. Larry Nichols  
Chairman

James R. Tolbert III  
Vice Chairman

Vacant

Judy J. Hatfield

David Holt

Kevin S. Perry

Mark K. Stonecipher

**EXECUTIVE DIRECTOR**

Kenton Tsoodle

To: Board of Trustees of the Oklahoma City Redevelopment Authority

From: Kenton Tsoodle, Executive Director

Date: March 4, 2025

Ref: Joint Resolution of the Board of Commissioners of the Oklahoma City Urban Renewal Authority and the Trustees of the Oklahoma City Redevelopment Authority Approving Real Estate Acquisition with the City of Oklahoma City, Core to Shore Urban Renewal Plan, MAPS Sports-Entertainment-Parking Support Redevelopment Plan, Central Business District Urban Renewal Plan

**Background:** Pursuant to an Amended I-40 Crosstown Project Agreement, between the City, the Oklahoma City Public Property Authority (“OCCPA”), and the Department of Transportation for the State of Oklahoma (“ODOT”), OCCPA agreed to pay \$2,591,134.00.00 to ODOT for the purchase of certain excess right-of-way properties resulting from the construction of the Oklahoma City Boulevard. These properties have economic development potential.

The City, OCURA, and OCRA entered into a Real Estate Acquisition Agreement, dated October 12, 2021, that contemplated conveyances of certain properties to OCURA and certain other properties to OCRA for purposes of development. The conveyances contemplated under the Real Estate Acquisition Agreement did not take place due to necessary corrections in legal descriptions of the properties conveyed from ODOT to the City and changes in the developability of the conveyed properties.

The City desires to transfer some of the properties within an Urban Renewal Plan project area to OCURA and those not within a project area to OCRA for future private redevelopment purposes.

A proposed Amended and Restated Real Estate Acquisition Agreement with the City has been negotiated. Under the proposed Agreement:

1. if OCURA and/or OCRA sell and convey one or more of the properties to a third party at a future date, OCURA and/or OCRA, as applicable, will pay to the City the net proceeds from the future sale of the properties;
2. the total amount to be paid by OCURA and OCRA to the City from the future sales of the properties will not exceed \$71,134.00, all of which is to be used by the City towards economic development objectives; and
3. OCURA and OCRA will be entitled to keep the proceeds, if any, in excess of \$71,134.00 from the future sales of the properties.



# OKLAHOMA CITY REDEVELOPMENT AUTHORITY

**TRUSTEES**

J. Larry Nichols  
Chairman

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Vice Chairman

Vacant

Judy J. Hatfield

David Holt

Kevin S. Perry

Mark K. Stonecipher

**EXECUTIVE DIRECTOR**  
Kenton Tsoodle

It is appropriate and desirable to approve the proposed Amended and Restated Real Estate Acquisition Agreement with the City and to authorize the Executive Director, with the assistance of Legal Counsel, to negotiate, finalize and execute said agreement, to make corrections and adjustments thereto as may be appropriate and advised by Legal Counsel, and to disburse the net proceeds from the future sale of the properties, if any, in an amount not to exceed \$71,134.00, to the City.

**Summary of Agenda Item:** The resolution approves an amended and restated real state acquisition agreement with the city for the transfer and redevelopment of certain properties.

**Recommendation:** Approval of Resolution

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

***JOINT RESOLUTION***

**JOINT RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE OKLAHOMA CITY URBAN RENEWAL AUTHORITY AND THE TRUSTEES OF THE OKLAHOMA CITY REDEVELOPMENT AUTHORITY APPROVING AMENDED AND RESTATED REAL ESTATE ACQUISITION AGREEMENT WITH THE CITY OF OKLAHOMA CITY, CORE TO SHORE URBAN RENEWAL PLAN, MAPS SPORTS-ENTERTAINMENT-PARKING SUPPORT REDEVELOPMENT PLAN, CENTRAL BUSINESS DISTRICT URBAN RENEWAL PLAN**

---

**WHEREAS**, in furtherance of the objectives of the Urban Redevelopment Law of the State of Oklahoma, 11 O.S. § 38-101, *et seq.* (“Act”), the Oklahoma City Urban Renewal Authority (“OCURA”) has undertaken a program for the development of blighted areas in the City of Oklahoma City (“City”), and in this connection is engaged in implementation of the Core to Shore Urban Renewal Plan, the MAPS Sports-Entertainment-Parking Support Redevelopment Plan, and the Central Business District Urban Renewal Plan, each as amended from time to time (collectively, the “Urban Renewal Plans”); and

**WHEREAS**, in accordance with the Act and the Urban Renewal Plans, OCURA is authorized and directed to carry out certain responsibilities for implementation of the Urban Renewal Plans, including the acquisition of parcels within the project areas of the Urban Renewal Plans; and

**WHEREAS**, the Oklahoma City Redevelopment Authority (“OCRA”) is a public trust created pursuant to the Oklahoma Public Trust Law, 60 O.S. § 176, *et seq.* by a Trust Indenture dated May 7, 1985 (“Trust Indenture”), and is engaged in the promotion, stimulation, development, and redevelopment of its beneficiary, the City; and

**WHEREAS**, pursuant to an Amended I-40 Crosstown Project Agreement dated May 8, 2017, between the City, the Oklahoma City Public Property Authority (“OCCPA”), and the Department of Transportation for the State of Oklahoma (“ODOT”), the City and ODOT agreed to certain terms and conditions for highway maintenance, construction of the Oklahoma City Boulevard, and the exchange of property between the City and ODOT, and the OCCPA agreed to pay \$2,591,134.00 which amount represents the difference in the fair market values of certain properties described in the Amended I-40 Crosstown Project Agreement and which are the subject of the exchange between the City and ODOT; and

**WHEREAS**, by resolution dated July 31, 2017, the Downtown/MAPS Tax Increment Review Committee recommended that the City Council of the City of Oklahoma City approve and allocate, and by resolution dated August 15, 2017, the City Council did approve and allocate, \$2,600,000.00 from the Increment District No. 2 Hotels/Commercial Development budget category for allowable project costs needed by OCCPA to complete the City’s purchase of the properties from ODOT; and

**WHEREAS**, the properties that the City acquired from ODOT pursuant to the Amended I-40 Crosstown Project Agreement may have economic development potential; and

**WHEREAS**, the City, OCURA, and OCRA entered into a Real Estate Acquisition Agreement, dated October 12, 2021, that contemplated conveyances of certain properties to OCURA and certain other properties to OCRA for purposes of development; and

**WHEREAS**, the conveyances contemplated under the Real Estate Acquisition Agreement did not take place due to necessary corrections in legal descriptions of the properties conveyed from ODOT to the City and changes in the developability of the conveyed properties; and

**WHEREAS**, the City desires to transfer some of the properties received from ODOT that are located within an Urban Renewal Plan project areas to OCURA for future private redevelopment; and

**WHEREAS**, the City desires to transfer the properties received from ODOT that are not located within an Urban Renewal Plan project areas to OCRA for redevelopment purposes in support of the City's efforts to develop, stimulate, and promote new development; and

**WHEREAS**, the Executive Director has negotiated a proposed Amended and Restated Real Estate Acquisition Agreement with the City for (a) the City's conveyance of some of the properties received from ODOT located within an Urban Renewal Plan project areas to OCURA for future private redevelopment, and (b) the City's conveyance of the properties received from ODOT that are not located within an Urban Renewal Plan project areas to OCRA for redevelopment purposes in support of the City's efforts to develop, stimulate, and promote new development; and

**WHEREAS**, under the proposed Amended and Restated Real Estate Acquisition Agreement: (a) if OCURA and/or OCRA sell and convey one or more of the properties to a third party at a future date, OCURA and/or OCRA, as applicable, will pay to the City the net proceeds from the future sale of the properties; (b) the total amount to be paid by OCURA and OCRA to the City from the future sales of the properties will not exceed \$71,134.00, all of which is to be used by the City towards economic development objectives; and (c) OCURA and OCRA will be entitled to keep the proceeds, if any, in excess of \$71,134.00 from the future sales of the properties.

**WHEREAS**, OCURA and OCRA find it appropriate and desirable to approve the proposed Amended and Restated Real Estate Acquisition Agreement with the City and to authorize the Executive Director, with the assistance of Legal Counsel, to negotiate, finalize, and execute said agreement, to make corrections and adjustments thereto as may be appropriate and advised by Legal Counsel, and to disburse the net proceeds from the future sale of the properties, if any, in an amount not to exceed \$71,134.00, to the City.

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

1. The Executive Director, with the assistance of Legal Counsel, is authorized and directed to negotiate, finalize, and execute the Amended and Restated Real Estate Acquisition Agreement, to make corrections and adjustments thereto as may be appropriate and advised by Legal Counsel, and to disburse the net proceeds from the future sale of the properties, if any, in an amount not to exceed \$71,134.00, to the City.
2. The Executive Director and Legal Counsel are authorized to execute such documents and take such other actions as may be necessary or appropriate to implement this approval of the Real Estate Acquisition Agreement and the authorizations contained in this Joint Resolution.

**CERTIFICATION OF ADOPTION BY OCURA:**

I, \_\_\_\_\_, Secretary of the Board of Commissioners for the Oklahoma City Urban Renewal Authority, certify that the foregoing Joint Resolution No. \_\_\_\_\_ was duly adopted at a **special** meeting 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 **4<sup>th</sup>** day of **March, 2025**; 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 Joint Resolution was duly adopted by a legally sufficient number of the Commissioners.

\_\_\_\_\_  
SECRETARY

(SEAL)

**CERTIFICATION OF ADOPTION BY OCRA:**

I, \_\_\_\_\_, Secretary of the Board of Trustees of the Oklahoma City Redevelopment Authority, certify that the foregoing Joint Resolution No. \_\_\_\_\_ was duly adopted at a **special** meeting of the Oklahoma City Redevelopment Authority, held at the Arts District Garage Conference Room, 431 West Main, Suite B, Oklahoma City, Oklahoma 73102, on the **4<sup>th</sup>** day of **March, 2025**; 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 Trustees present.

\_\_\_\_\_  
SECRETARY

(SEAL)

## **AMENDED AND RESTATED REAL ESTATE ACQUISITION AGREEMENT**

**THIS AMENDED AND RESTATED REAL ESTATE ACQUISITION AGREEMENT** (this “Agreement”) dated as of \_\_\_\_\_, 2025, is made by and among The City of Oklahoma City, a municipal corporation (“City”), the Oklahoma City Urban Renewal Authority, a public body corporate (“OCURA”), and the Oklahoma City Redevelopment Authority, a public trust created pursuant to the Oklahoma Public Trust Law, 60 O.S. § 176, *et seq.* by a Trust Indenture dated May 7, 1985 that is engaged in the promotion, stimulation, development, and redevelopment of its beneficiary, the City (“OCRA”). This Agreement amends and supersedes the October 12, 2021 Real Estate Acquisition Agreement entered into among the parties.

### **WITNESSETH:**

In connection with the relocation of Interstate 40 and the construction of Oklahoma City Boulevard, the Oklahoma Department of Transportation (“ODOT”) sold several parcels of surplus property to the City at a cost of \$2,591,134, after accounting for the value of land that was conveyed from the City to ODOT. The funds to purchase the surplus ODOT properties came from Increment District No. 2, The City Oklahoma City, specifically the Hotels/Commercial Development Budget Category of the Downtown/MAPS Economic Development Project Plan. Some, but not all of those parcels are currently appropriate for development consistent with the City’s economic development objectives. Those that are appropriate for development are the subject of this Agreement.

1. *Authority for Transfer.* Title 11, Section 38-109 of the Oklahoma Statutes, allows the City to transfer title of property to OCURA at no cost for purposes of carrying out an Urban Renewal Plan. The real property described and depicted in the attached Exhibit A that is to be conveyed to OCURA pursuant to the terms of this Agreement (herein, the “OCURA Property”) is located within the boundaries of Urban Renewal Plans approved and authorized by the City. The real property described and depicted in the attached Exhibit B that is to be conveyed to OCRA in support of the City’s efforts to develop, stimulate, and promote new development (herein, the “OCRA Property”) is outside the boundaries of approved and authorized Urban Renewal Plans. The OCURA Property and OCRA Property are collectively referred to herein as the “Subject Property.” The value of the Subject Property, as determined by City Finance staff, is \$71,134.00.

The City has taken necessary and appropriate actions to abandon the public use of the Subject Property and to convey the Subject Property in its proprietary capacity to OCURA and OCRA for economic development purposes. Attached hereto as Exhibit C is the Resolution of the City Council of the City of Oklahoma City Declaring Real Property Surplus.

2. *Agreement to Transfer Title.* Pursuant to 11 O.S. §38-109, City hereby chooses and agrees to transfer title to OCURA and OCURA accepts title to the OCURA Property, including without limitation, the surface of the real estate comprising the OCURA Property, together with all of City's right, title, interest and estate in and to oil, gas and other minerals in and under the OCURA Property not previously reserved or conveyed of record. City hereby chooses and agrees to transfer

title to OCRA and OCRA accepts title to the OCRA Property, including without limitation, the surface of the real estate comprising the OCRA Property, together with all of City's right, title, interest and estate in and to oil, gas and other minerals in and under the OCRA Property not previously reserved or conveyed of record.

2.1 *Consideration.* As consideration for the City's conveyance of the OCURA and OCRA Property, OCURA or OCRA, whichever is appropriate, agrees that it will pay to the City the "Net Proceeds" OCURA or OCRA receives from the future sale of each parcel of land comprising the Subject Property, within 30 days of the closing of said sale, as further described in Section 2.3 of this Agreement. Net Proceeds is hereby defined as the gross disposition proceeds received in the sale of the Subject Property or portion thereof, (which, as to the OCURA Property, shall be no less than fair value in accordance with state law), less Disposition Costs (hereafter defined) incurred by OCURA or OCRA in connection with its transaction and redevelopment activities of the Subject Property, subject to the terms of Section 2.3 of this Agreement. OCURA or OCRA shall have no obligation to pay the City any consideration for any portion of the Subject Property that it does not sell to another party. Neither OCURA nor OCRA shall lease the Subject Property to third parties.

As used herein, Disposition Costs shall include, without limitation, costs incurred for professional services (including third party legal, appraisal, surveying, architectural, and engineering services), property maintenance, topographical surveys, geological investigations, soil and subsurface testing, environmental assessments and/or remediation, infrastructure installation and/or relocation, utility installation and/or relocation, oil and gas pipeline and/or equipment relocation, zoning, platting, closing costs, and such actions, proceedings, recordings, and filings as may be necessary or required to remove any cloud on title or ensure fee simple title to the OCURA Property is vested in OCURA and fee simple title to the OCRA Property is vested in OCRA. At the time any Net Proceeds are paid to the City, OCURA or OCRA, as appropriate, shall submit to the City a full accounting of all Disposition Costs. The accounting shall include all copies of the agreements disposing of the relevant portion of the Subject Property, deeds conveying said land, and settlement statements, as well as supporting invoices and receipts for the payment of all Disposition Costs, as set forth herein.

2.2 *Net Proceeds Paid to City.* The City agrees to utilize all Net Proceeds received from OCURA and OCRA from each sales transaction described herein towards economic development objectives identified by the City.

2.3 *Maximum Amount Payable to the City.* The City agrees that in no event will the total amount due and payable to the City from OCURA's and OCRA's sales of the Subject Property exceed \$71,134.00.

OCURA and OCRA shall pay the Net Proceeds from the sales of the Subject Property to the City. Such payments shall be made until the amount of \$71,134.00 has been paid. The City acknowledges the Net Proceeds from the sales of the Subject Property by OCURA or OCRA, as appropriate, may be less than \$71,134.00. The City agrees that, after the City has been reimbursed \$71,134.00 in Net Proceeds from the sales of the Subject Property, OCURA and OCRA will no longer be obligated to pay the City any amount from sales of the Subject Property or portions thereof, as set forth in Section 2.1 above. Accordingly, the City agrees that at such time that:

(a) all of the Subject Property has been sold and the Net Proceeds therefor have been paid to the City pursuant to Section 2.1 of this Agreement, even if the total net proceeds paid to the City is less than \$71,134.00, or

(b) the City has been paid \$71,134.00 in Net Proceeds from the sales of any portion of the Subject Property,

this Agreement and all of OCURA's and OCRA's obligations hereunder shall terminate. In the event this Agreement is terminated consistent with this paragraph, OCURA and OCRA shall be entitled to keep all proceeds, if any, from their respective sales of the Subject Property.

3. *Time and Place of Closing.* Closing shall occur at a location, date, and time mutually agreeable to OCURA, OCRA, and the City (the "Closing Date").

4. *Apportionments and Adjustments.* The following items are to be apportioned to and adjusted between the City, OCURA, and OCRA as of the close of business on the Closing Date and are to be assumed and paid thereafter by OCURA with respect to the OCURA Property and by OCRA with respect to the OCRA Property:

(a) all utilities, if any;

(b) all real estate taxes, general or special, and all other public or governmental charges or assessments against the Subject Property, which are or may be payable on an annual basis (including charges, assessments, liens or encumbrances for sewer, water, drainage or other public improvements completed or commenced on or prior to the date hereof or subsequent thereto), whether assessments have been levied or not as of the Closing Date.

5. *Events Occurring at Closing.* The City shall deliver to OCURA good and sufficient quit claim deed fully and duly executed and acknowledged, conveying whatever interest the City has received in the OCURA Property to OCURA including any of the oil, gas and other minerals not previously reserved or conveyed of record. The City shall deliver to OCRA good and sufficient quit claim deed fully and duly executed and acknowledged, conveying whatever interest the City has

received in the OCRA Property to OCRA including any of the oil, gas and other minerals not previously reserved or conveyed of record.

6. *Closing Costs.* The City shall pay the costs to record the deeds conveying the Subject Property to OCURA and OCRA. OCURA shall pay all other costs and expenses associated and in connection with closing, if any, with respect to the OCURA Property. OCRA shall pay all other costs and expenses associated and in connection with closing, if any, with respect to the OCRA Property. Each party shall pay their own legal expenses in connection with the conveyance of the Subject Property from the City to OCURA and OCRA.

7. *Possession and Condition of the Subject Property.* Possession of the OCURA Property shall be given to OCURA at closing. Possession of the OCRA Property shall be given to OCRA at closing. At closing, the condition of the Subject Property shall be as-is.

8. *Access Pending Closing.* After execution of this Agreement, each of the parties' consultants, agents, architects and contractors shall have the right to enter the Subject Property, at their own risk and at reasonable times, for the purpose of examination and study. Entries shall be made at such times and in such a manner as to not interfere with the other.

9. *Representations and Warranties.* The Parties hereby represent and warrant as follows:

9.1 *Compliance with Laws.* Neither the entering into of this Agreement nor the consummation of the transaction contemplated hereby shall constitute or result in a violation or breach by the either party of any judgment, order, writ, injunction or decree issued against or imposed upon it, or shall result in a violation of any applicable law, order, rule or regulation of any governmental authority.

9.2 *Hazardous Substances.* Prior to closing, OCURA and OCRA may, at their expense, complete a general Phase I Environmental Assessment or Audit and such other environmental audits, assessments, reports, studies and tests for any specific materials OCURA and OCRA desire. If the result of any Phase I Environmental Assessment or Audit or any other test or reports for Hazardous Substances or asbestos or asbestos containing materials are unacceptable to OCURA or OCRA, then OCURA and OCRA may: (a) terminate their respective obligations under this Agreement by furnishing written notice of termination to the City, without terminating the other's rights to proceed to closing, if so elected by either party, (b) provide written notice to the City that any portion of the land comprising the Subject Property is unacceptable, which land will be removed from the terms of this Agreement pursuant to an amendment to be executed by all of the parties, and the parties will thereafter proceed to closing with respect to the remainder of the Subject Property, or (c) waive the defects and proceed to closing.



10. *Notices.* Any notices required or permitted to be given by either party to the other shall have been deemed to have been served when hand delivered or, if the United States Mail is used, on the three (3) business day after the notice is deposited in the United States Mail, postage prepaid, registered or certified mail, and addressed to the parties as follows:

To OCURA: Oklahoma City Urban Renewal Authority  
Kenton Tsoodle  
105 N. Hudson Ave. #101  
Oklahoma City, OK 73102

To OCRA: Oklahoma City Redevelopment Authority  
Kenton Tsoodle  
105 N. Hudson Ave. #101  
Oklahoma City, OK 73102

To City: The City of Oklahoma City  
Joanna McSpadden  
100 N. Walker  
Oklahoma City, OK 73102

With copy to: Amy Simpson, City Clerk  
200 North Walker, 2<sup>nd</sup> Floor  
Oklahoma City, OK 73102

Either party, by written notice to the other, may change its address to which notices are to be sent.

11. *Miscellaneous Provisions.*

11.1. *Gender.* As used herein the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

11.2. *Binding Effect.* This Agreement shall be binding upon the parties hereto and on their respective successors or assigns.

11.3. *Entire Agreement.* This Agreement contains the final and entire agreement between the parties and they shall not be bound by any terms, conditions, statements or representations, oral or written, not herein contained. Any subsequent amendment to this Agreement shall be valid only if executed in writing by both parties to this Agreement or their successors or assigns.

11.4. *Governing Law.* This Agreement shall be construed, interpreted and enforced according to the laws of the State of Oklahoma without regard to principles of conflict of laws.

Jurisdiction and venue for any action pertaining to this Agreement shall be the Oklahoma County District Court.

11.5. *Time.* Time shall be of the essence for this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Agreement and affixed their seals as of the date and year first above written.

**APPROVED** by the Council and signed by the Mayor of The City of Oklahoma City, Oklahoma, this \_\_\_\_ day of \_\_\_\_\_, 2025.

**ATTEST**

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

\_\_\_\_\_  
**MAYOR**

**REVIEWED** for form and legality.

\_\_\_\_\_  
**ASSISTANT MUNICIPAL COUNSELOR**

**APPROVED** by the Oklahoma City Urban Renewal Authority this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
**EXECUTIVE DIRECTOR**

**APPROVED** by the Oklahoma City Redevelopment Authority this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
**EXECUTIVE DIRECTOR**

**EXHIBIT A**  
**OCURA PROPERTY**

**Bricktown Parcels:**

WEST TRACT (Portions of Tracts 682, 683, and 688)

A tract of land in the Northwest (NW/4) of Section Three (3), Township Eleven (11) North, Range Nineteen (3) West of the Indian Meridian, Oklahoma County, Oklahoma, also being a part of ODOT parcels 383-B and 384, described as being a part of Lot E on plat recorded in Book 11 of plats at page 55, and also described as a parcel in the Order Approving and Confirming Report of Commissioners, Case No. 158419, in Book 812, Pages 309-311, being more particularly described as follows:

Commencing at the Northwest Corner of the said Northwest Quarter (NW/4);

Thence N 89°30'33" E a distance of 12.49 feet;

Thence S 01°20'27" W a distance of 588.36 feet;

Thence S 89°11'50" E along the north line of Lot E a distance of 110.51 feet to the Point of Beginning;

Thence continuing on the north line of Lot E S 89°11'50" E a distance of 140.34 feet;

Thence S 01°13'42" W a distance of 48.81 feet;

Thence S 45°27'29" W a distance of 35.83 feet;

Thence S 89°41'16" W a distance of 41.59 feet;

Thence N 84°22'51" W a distance of 73.02 feet;

Thence N 00°25'39" E a distance of 68.98 feet to the Point of Beginning.

This description has an area of 9922.62 Square Feet or 0.228 Acres

EAST TRACT (Portions of Tracts 684, 685, and 686)

A tract of land in the Northwest (NW/4) of Section Three (3), Township Eleven (11) North, Range Nineteen (3) West of the Indian Meridian, Oklahoma County, Oklahoma, being described in further as a part of ODOT parcels 385-390 described as warranty deeds filed in Book 2458, Pages 492-493, Book 2486, Pages 646-647, Book 2345, Pages 373-374, Book 2290, Pages 409-410, Book 2322, Pages 632-633, Book 2354, Pages 415, Report of Commissioners, Case No. 146062, filed in the District Court Clerk's Office on February 10, 1959 and filed in the County Clerk's Office in Book 2358, Pages 581-583, and Order Approving and Confirming Report of Commissioners, Case No. 158416, filed in the District Court Clerk's Office on June 11, 1963 and, filed in the County Clerk's Office in Book 2877, Pages 606-608, being more particularly described as follows:

Commencing at the Northwest Corner of the said Northwest Quarter (NW/4);

Thence N 89°30'33" E a distance of 12.49 feet;

Thence S 01°20'27" W a distance of 588.36 feet;

Thence S 89°11'50" E on the north line of Lot E a distance of 250.85 feet;

Thence S 01°13'42" W a distance of 73.81 feet;

Thence N 89°03'38" E a distance of 72.05 feet;

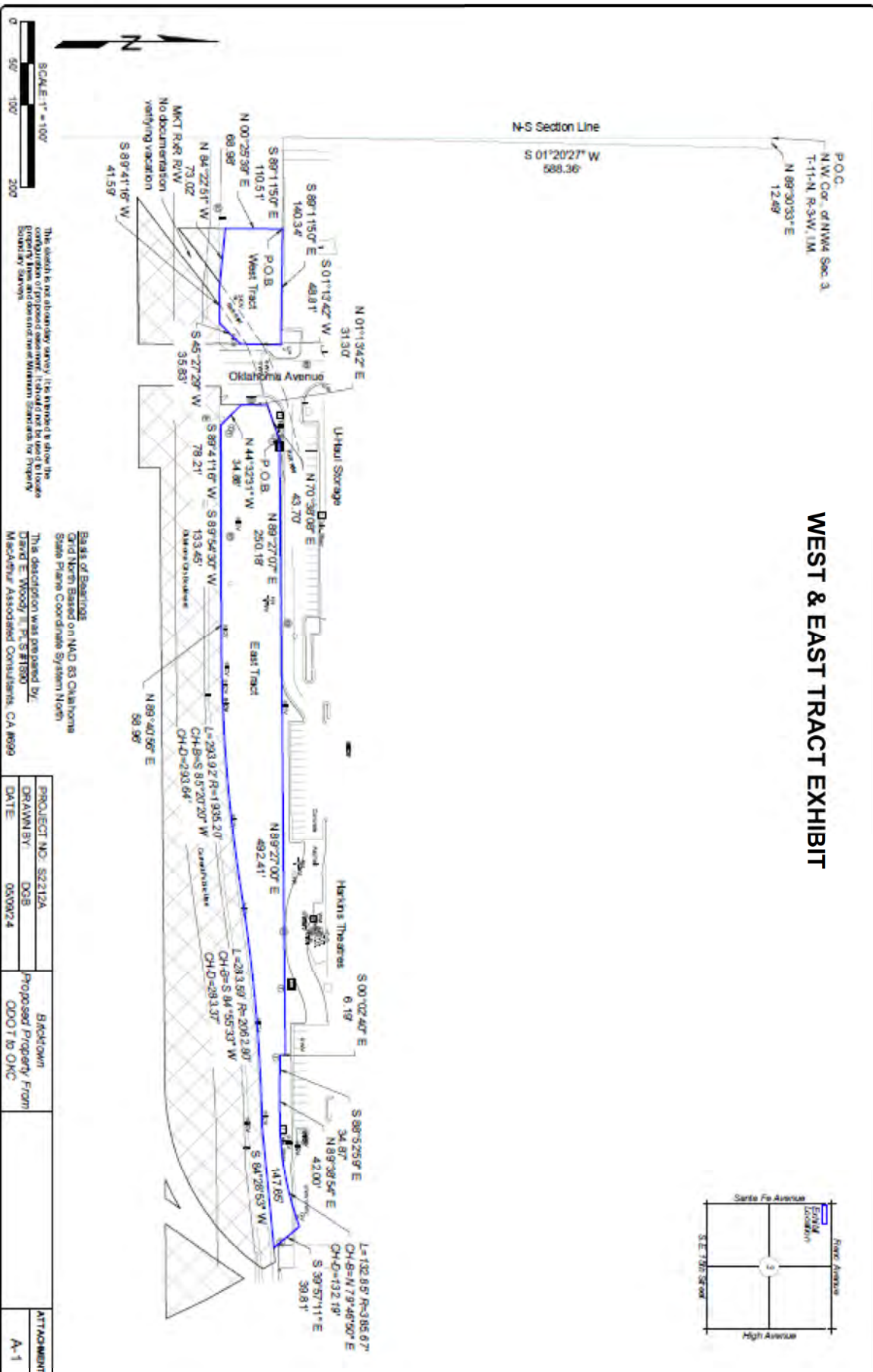
Thence N 01°13'42" E a distance of 25.00 feet to the Point of Beginning;

Thence N 01°13'42" E a distance of 31.30 feet;

Thence N 70°38'08" E a distance of 43.70  
Thence N 89°27'07" E a distance of 250.18 feet;  
Thence N 89°27'00" E a distance of 492.41 feet;  
Thence S 00°02'40" E a distance of 6.19 feet;  
Thence S 88°52'59" E a distance of 34.87 feet;  
Thence N 89°38'54" E a distance of 42.00 feet;  
Thence on a curve turning to the left with an arc length of 132.85 feet, a radius of 385.67 feet, a chord bearing of N 79°46'50" E, chord length of 132.19 feet;  
Thence S 39°57'11" E a distance of 39.81 feet;  
Thence S 84°28'53" W a distance of 147.65 feet;  
Thence with a curve turning to the left with an arc length of 283.59 feet, a radius of 2062.80 feet, a chord bearing of S 84°55'33" W, chord length of 283.37 feet;  
Thence on a reverse curve turning to the right with an arc length of 293.92 feet, a radius of 1935.20 feet, a chord bearing of S 85°20'20" W, chord length of 293.64 feet;  
Thence S 89°40'56" W a distance of 58.96 feet;  
Thence S 89°54'30" W a distance of 133.45 feet;  
Thence S 89°41'16" W a distance of 78.21 feet;  
Thence N 44°32'31" W a distance of 34.88 feet to the Point of Beginning.

This description has an area of 52551.20 Square Feet or 1.206 Acres

# Bricktown Parcels Depiction:



## WEST & EAST TRACT EXHIBIT

SCALE: 1" = 100'

0 50 100 200

This sketch is not an absolute survey. It is intended to show the general location of proposed easement boundaries for use in the future. It is not intended to be used for any other purpose. The surveyor's liability is limited to the accuracy of the boundary survey.

Basis of Bearings  
 Grid North Based on NAD 83 California  
 State Plane Coordinate System North  
 This description was prepared by:  
 David E. Woody, PLS #11590  
 McArthur Associated Consultants, CA #699

PROJECT NO.	S2212A
DRAWN BY	DGB
DATE	05/09/24

Proposed Property From	Bricktown
ODOT to OMC	

ATTACHMENT  
 A-1

**Parcels South of SW 2nd:**



Parcel 674-(309-310), ODOT Project No. I-40-4(34)150 - Parcel 309 and 310, Warranty Deed, filed in the County Clerk's Office in Book 2460, Pages 557-558 on February 18, 1960, lying in part of Lots 1 thru 5 inclusive, Lots 32 thru 36, Block 3 of Edward's Court House Addition to Oklahoma City Oklahoma and lying in part of NW¼, Section 4, Township 11 North, Range 3 West in Oklahoma County.

Part of Parcels 309 and 310 referenced above is being conveyed as follows, to-wit:

A strip, piece or parcel of land lying in part of Lots 1 through 5, Block 3, Edwards Court House Addition to the City of Oklahoma City, Oklahoma County, Oklahoma. Said parcel being described by metes and bounds as follows:

Beginning at the Northeast corner of said Lot 1; thence South and along the east line of said Lot 1 a distance of 109.76 feet; thence N78°03'21"W a distance of 133.00 feet to a point on the west line of said Lot 5; thence North and along the west line of said Lot 5 a distance of 81.58 feet to the northwest corner of said Lot 5; thence East and along the north line of said Lots 5 through 1 a distance of 130.00 feet to the Point of Beginning.

AND

Part of a Parcel of land located upon Lots Three (3) and Four (4) and the South Half (S/2) of the Northwest Quarter (NW/4) of Section Four (4), Township Eleven (11) North, Range Three (3) West and described by metes and bounds as follows:

Beginning at the point of intersection between the south right of way line for Southwest 2<sup>nd</sup> Street and South Walker Avenue; thence West and along said south right of way line of Southwest 2<sup>nd</sup> Street a distance of 399.40 feet to a point on the east line of Block 3, Edwards Court House Addition to the City of Oklahoma City, Oklahoma; thence south and along said east Block Line a distance of 95.49 feet; thence S78°53'01"E a distance of 33.58 feet; thence S82°43'09"E a distance of 369.26 feet to a point on the west right of way line for South Walker Avenue; thence North and along said west right of way line a distance of 151.44 feet to the Point of Beginning.

Containing 1.43 acres, more or less.



### **Parcels North of SW 3rd:**

Parcel 670-(313), ODOT Project No. I-40-4(34)150 - Parcel 313, Warranty Deed, filed in the County Clerk's Office in Book 2465, Pages 220-221 on January 30, 1960, lying in part of Lots 19 thru 21 inclusive, Block 3 of Edward's Court House Addition to Oklahoma City in Oklahoma County, Oklahoma.

Part of Parcel 313 referenced above is being conveyed as follows, to-wit:

A strip, piece or parcel of land lying in part of Lots 19 through 21, Block 3, Edwards Court House Addition to the City of Oklahoma City, Oklahoma County, Oklahoma. Said parcel being described by metes and bounds as follows:

Beginning at the Northwest corner of said Lot 19, thence S74°07'38"E a distance of 78.07 feet to a point on the east line of said Lot 21; thence South and along the east line of said Lot 21 a distance of 118.00 feet to the southeast corner of Lot 21; thence West and along the south line of Lots 21 through 19 a distance of 75.00 feet to the southwest corner of said Lot 19; thence North and along the west line of said Lot 19 a distance of 139.86 feet to the Point of Beginning.

Containing 0.22 acres, more or less.

Parcel 672-(311), ODOT Project No. I-40-4(34)150 - Parcel 311, Highway Easement, filed in the County Clerk's Office in Book 2711, Pages 423-424 on February 1, 1962, Containing 1.36 acres, more or less, lying in Lots 6 through 15 inclusive and Lots 22 through 31, Block 3 of Edwards Court House Addition to Oklahoma City in Oklahoma County, Oklahoma.

Part of Parcel 311 referenced above is being conveyed as follows, to-wit:

A strip, piece or parcel of land lying in part of Lots 22 through 31, Block 3, Edwards Court House Addition to the City of Oklahoma City, Oklahoma County, Oklahoma. Said parcel being described by metes and bounds as follows:

Beginning at the Southwest corner of said Lot 22; thence North and along the west line of Lot 22 a distance of 118.00 feet; thence S74°08'04"E a distance of 260.23 feet to a point on the east line of said Lot 31; thence South and along the east line of said Lot 31 a distance of 45.16 feet to the southeast corner of Lot 31; thence West and along the south line of said Lots 31 through 22 a distance of 250.00 feet to the point of Beginning.

Containing 0.47 acres, more or less.

Parcel 674-(309-310), ODOT Project No. I-40-4(34)150 - Parcel 309 and 310, Warranty Deed, filed in the County Clerk's Office in Book 2460, Pages 557-558 on February 18, 1960, lying in part of Lots 1 thru 5 inclusive, Lots 32 thru 36, Block 3 of Edward's Court House Addition to Oklahoma City Oklahoma and lying in part of NW¼, Section 4, Township 11 North, Range 3 West in Oklahoma County.

Part of Parcels 309 and 310 referenced above is being conveyed as follows, to-wit:

Part of Lots 32 through 36, Block 3, Edwards Court House Addition to the City of Oklahoma City, Oklahoma County, Oklahoma. Said parcel being described by metes and bounds as follows:

Beginning at the Southwest corner of said Lot 32; thence North and along the west line of said Lot 32 a distance of 45.16 feet; thence S74°07'58"E a distance of 161.32 feet; thence West and along the south line of said Block 3 a distance of 154.97 feet to the Point of Beginning.

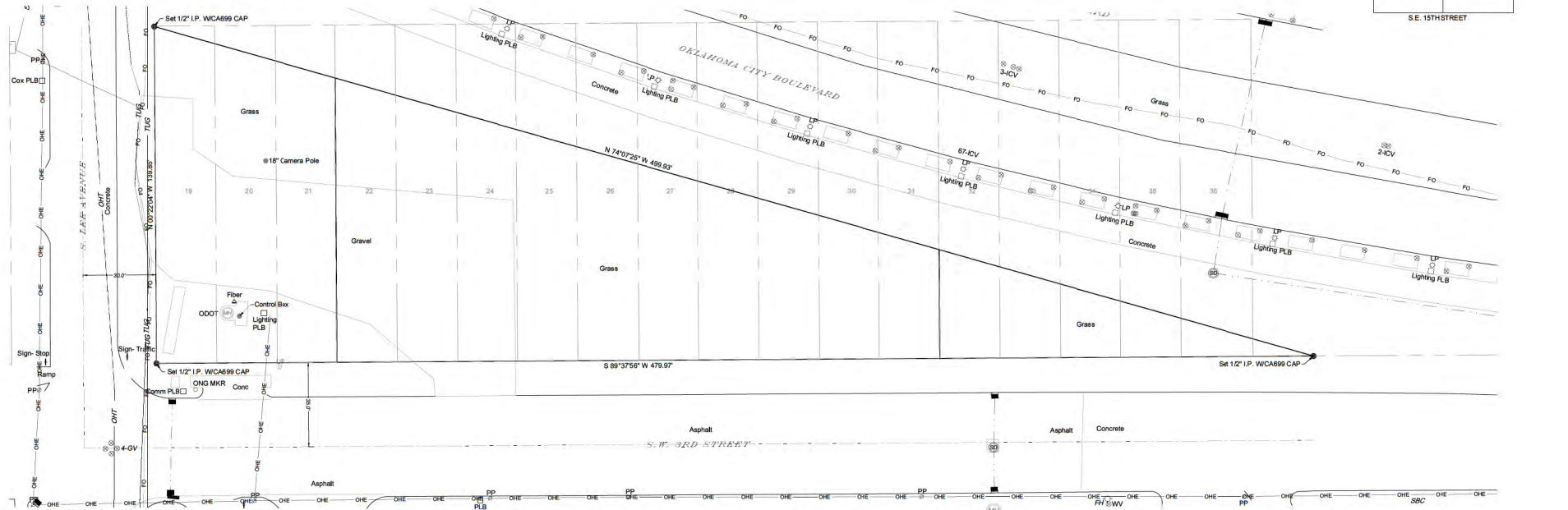
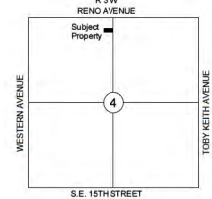
Containing 0.08 acres, more or less.



**SURVEYOR'S NOTES**

- The survey correctly shows the location of buildings, structures and other improvements situated on the subject property;
- Except as shown, there are no encroachments onto adjoining properties, streets or alleys by buildings, structures or other improvements, and no encroachments onto said property by buildings, structures or other improvements situated on adjoining properties;
- The subject property is located within an area having a Zone Designation, Zone X by the Secretary of Housing and Urban Development, on Flood Insurance Rate Map No. 40109C0285, with an Effective Date of December 18, 2009, for Community Number 405378 in the City of Oklahoma City, Oklahoma County, Oklahoma, which is the current Flood Insurance Rate Map for the subject property;
- The subject property has direct physical access to S. Lee Avenue and S.W. 3rd Street, a public street or highway;
- This Survey meets the requirements of the Oklahoma Minimum Standards for the Practice of Land Surveying which was adopted by the Board of Registration for Professional Engineers and Land Surveyors November 1, 2020.

**ALTA/NPS SURVEY**  
**Part of the Northwest Quarter of**  
**Section 4, Township 11 North, Range 3 West**  
**Oklahoma County, Oklahoma**



**CONTROL CERTIFICATION**

Control for a tract of land lying in the NW/4 of Sections 4-T11N-R3W of the Indian Meridian, Tulsa County, Oklahoma. Methodology described as follows:

- All horizontal coordinate values shown are U.S. Survey feet
- All control points are based on Oklahoma City GPS Control Network System monument #262. Control points 500-501 were established using a RTK Network GPS System as a basis for base horizontal and vertical control. Control points 500-501 were established using observed control point measurements and are to be used as a basis of bearing.
- All bearings are based on the Oklahoma State Plane NAD 83 as determined by performing a localization session. All distances are Grid as determined by GPS observations and adjusted by field measurements to ground distances in U.S. survey feet. All field measurements and angles applied to control points were made with Trimble R-10 GPS and Trimble S6 Robotic Total Station.
- All control points were set and observed on March 3rd, 2022.

I, David E. Woody II, certify that this horizontal/vertical control survey was completed under my direct and responsible charge from an actual survey made under my supervision and meets the Oklahoma Minimum Standards for the Practice of Land Surveying as adopted by the Oklahoma State Board of Licensure for Professional Engineers and Land Surveyors.

**ZONING CLASSIFICATION**

The subject property is governed by the City of Oklahoma City, and is Zoned DBC- Downtown Business District and DTO-2- Downtown Transitional-General.

**NOTES CORRESPONDING TO SCHEDULE "B-II"**

- All items affecting subject Lot as shown on the Plat of Edwards Courthouse Addition, recorded in Plat Book No. 6, page 74 are made a part hereof. (Affect subject property)
- Building lines and easements as shown on Plat and/or as provided by the Restrictive Covenants. (Affect subject property)
- Condemnation Deed in favor of the Oklahoma City Terminal Railroad Company recorded in Book 58, page 55. (Affect subject property-Blanket.)
- Warranty Deed in favor of the Oklahoma City Terminal Railroad Company recorded in Book 17, page 175. (Does not affect subject property)
- Terms, conditions, and reservations contained in Quitclaim Deed recorded in Book 14837, page 1615. (Affect subject property-Blanket.)
- Terms, conditions, and reservations contained in Quitclaim Deed recorded in Book 14837, page 1645. (Affect subject property-Blanket.)
- Easement in favor of State of Oklahoma recorded in Book 2711, page 423. (Affect subject property- All of lots 22-31.)
- Right of Way/Easement, as disclosed by Assignment and Bill of Sale, recorded in Book 7207, page 1613. (Affect subject property-Blanket.)

**LEGAL DESCRIPTION**

A strip, piece or parcel of land lying in part of Lots Nineteen (19) through Twenty-one (21), inclusive, Block Three (3), Edwards Court House Addition to the City of Oklahoma City, Oklahoma County, Oklahoma. Said parcel being described by metes and bounds as follows: Beginning at the Northwest corner of said Lot 19; thence South and along the east line of said Lot 21 a distance of 118.00 feet to the southeast corner of Lot 21; thence West and along the south line of Lots 21 through 19 a distance of 75.00 feet to the southwest corner of said Lot 19; thence North and along the west line of said Lot 19 a distance of 139.86 feet to the Point of Beginning. AND A strip, piece or parcel of land lying in part of Lots Twenty-two (22) through Thirty-one (31), inclusive, Block Three (3), Edwards Court House Addition to the City of Oklahoma City, Oklahoma County, Oklahoma. Said parcel being described by metes and bounds as follows: Beginning at the Southwest corner of said Lot 22; thence North and along the west line of Lot 22 a distance of 118.00 feet; thence S74°08'04"E a distance of 260.23 feet to a point on the east line of said Lot 31; thence South and along the east line of said Lot 31 a distance of 45.16 feet to the southeast corner of Lot 31; thence West and along the south line of said Lots 31 through 22 a distance of 250.00 feet to the point of Beginning. AND Part of Lots Thirty-two (32) through Thirty-six (36), inclusive, Block Three (3), Edwards Court House Addition to the City of Oklahoma City, Oklahoma County, Oklahoma. Said parcel being described by metes and bounds as follows: Beginning at the Southwest corner of said Lot 32; thence North and along the west line of said Lot 32 a distance of 45.16 feet; thence S74°07'58"E a distance of 161.32 feet; thence West and along the south line of said Block 3 a distance of 154.97 feet to the Point of Beginning.

**TITLE COMMITMENT**

Commitment No. 2725555-QK23  
 Effective Date: April 27, 2022 at 7:30 AM  
 First American Title Insurance Company  
 133 N.W. 8th Street  
 Oklahoma City, Oklahoma 73102

**SURVEYOR'S CERTIFICATE**

To the City of Oklahoma City by way of Warranty Deed recorded November 1, 1947 in Book 990, page 171 and Warranty Deed recorded September 23, 1948 in Book 1113, page 332 and Warranty Deed recorded August 22, 1947 in Book 961, page 547 and Warranty Deed recorded October 17, 1947 in Book 964, page 27 and Quitclaim Deed recorded July 29, 2021 in Book 14837, page 1615 and Quitclaim Deed recorded July 29, 2021 in Book 14837, page 1645 and First America Title Insurance Company.

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 1, 2, 4, 7, 8, 9, 10, 11, and 16 of Table A thereof. The field work was completed on May 24, 2022.

David E. Woody II  
 David E. Woody II, PLS 1890



09/19/2024  
 Date

PROJECT NAME	OCURA
CLIENT	105 N. Hudson STE. 101 Oklahoma City, Oklahoma 73102
PROJECT NUMBER	Part of Lots 19-36 Block 3 Edwards Court House Addition
DATE	
REVISION/ISSUE	
NO.	
DATE	

**MacArthur**  
 Associated Consultants  
 200 N. 44th Street - 4th Floor, Oklahoma City, Oklahoma 73102  
 PLS No. 9598 Business License 19-30528

PROJECT NO. 02212  
 FILE: S212 Alliance ALTA  
 DATE: September 19, 2024  
 DRAWN BY: Deonard W  
 CHECKED BY: David W  
 FIELD CREW: MAC  
 SHEET: **1**

**EXHIBIT B**

**OCRA PROPERTY**

**East side of Block Thirteen (13) of Orchard Park  
Addition to the City of Oklahoma City**

**Legal Description**

Being a part of the Southeast Quarter (SE  $\frac{1}{4}$ ) of Section 32, Township 12 North, Range 3 West, being more particularly described as follows;

Beginning at the Northeast corner of Lot 1, Block 13, said point being the POINT OF BEGINNING;

thence S 00°26'11" E, along the West Right of Way of Western Ave., a distance of 55.00 feet;

thence S 89°33'49" W, a distance of 140.00 feet;

thence N 00°26'11" W, a distance of 55.00 feet;

thence N 89°33'49" E, a distance of 140.00 feet to the POINT OF BEGINNING.

END OF DESCRIPTION.

**West side of Block Thirteen (13) of Orchard Park  
Addition to the City of Oklahoma City**

**Legal Description**

Being a part of the Southeast Quarter (SE  $\frac{1}{4}$ ) of Section 32, Township 12 North, Range 3 West, being more particularly described as follows;

Beginning at the Northwest Corner of Lot 26, Block 13, of Orchard Park Addition to Oklahoma City, Oklahoma, said point being the POINT OF BEGINNING;

thence N 89°33'49" E, a distance of 140.00 feet to the Northeast Corner of Lot 26;

thence S 00°26'11" E, a distance of 296.03 feet, to a point on the North Right of Way of OKC Boulevard;

thence N 81°20'46" W, along said Right of Way, a distance of 141.78 feet;

thence N 00°26'11" W, along the West line of Block 13 and the East Right of Way of Clegern Ave., a distance of 273.63 feet to the POINT OF BEGINNING.

Containing 39,876.20 square feet or 0.9154 acres, more or less.

END OF DESCRIPTION.

**East side of Block Twelve (12) of Orchard Park  
Addition to the City of Oklahoma City**

**Legal Description**

Being a part of the Southeast Quarter (SE ¼) of Section 32, Township 12 North, Range 3 West, being more particularly described as follows;

Commencing at the Northwest corner of Lot 26, Block Twelve (12) of Orchard Park Addition to Oklahoma City, Oklahoma;

thence N 89°33'49" E, along the North line of Lot 26 and across the platted alleyway a distance of 160.00 feet to the POINT OF BEGINNING and the Northwest corner of Lot 1, Block Twelve (12);

thence N 89°33'49" E, a distance of 140.00 feet, to the Northeast corner of Lot 1, Block Twelve (12);

thence S 00°26'11" E along the West Right of Way of Clegern Avenue, a distance of 264.74 feet, to a point on the North Right of Way of OKC Boulevard;

thence N 82°40'46" W, along said Right of Way, a distance of 141.29 feet;

thence N 00°26'11" W, a distance of 245.67 feet to the POINT OF BEGINNING.

Containing 35,728.70 square feet or 0.8202 acres, more or less.

END OF DESCRIPTION.

**West side of Block Twelve (12) of Orchard Park  
Addition to the City of Oklahoma City**

**Legal Description**

Being a part of the Southeast Quarter (SE ¼) of Section 32, Township 12 North, Range 3 West, being more particularly described as follows;

Commencing at the Northwest corner of Lot 26, Block Twelve (12) of Orchard Park Addition to Oklahoma City, Oklahoma;

thence N 89°33'49" E, along the North line of Lot 26, a distance of 140.00 feet, to the Northeast corner of Lot 26;

thence S 00°26'11" E, along the East line of Lots 26 & 25, a distance of 48.00 feet to the POINT OF BEGINNING;

thence S 00°26'11" E, a distance of 195.15 feet to a point on the North Right of Way of OKC Boulevard;

thence N 84°01'25" W, along said Right of Way a distance of 117.74 feet, to a point on the

South line of Lot 18;

thence N 00°26'11" W, a distance of 65.36 feet;

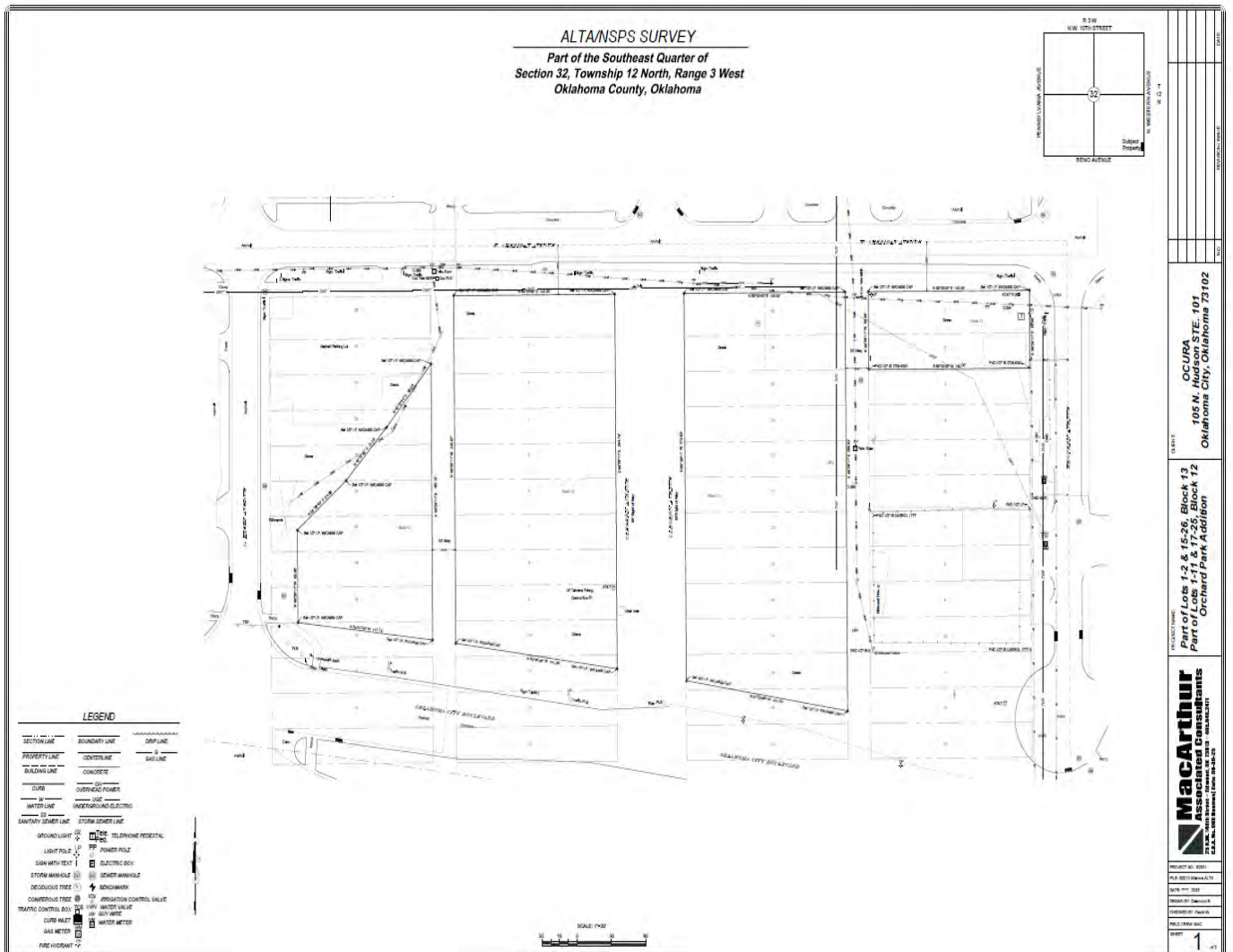
thence N 50°25'40" E, a distance of 54.88 feet, to appoint on the South line of Lot 21;

thence N 43°07'23" E, a distance of 51.75 feet;

thence N 40°37'34" E, a distance of 59.02 feet to the POINT OF BEGINNING.

Containing 14,716.97 square feet or 0.3379 acres, more or less.

END OF DESCRIPTION.



**RESOLUTION**

**A RESOLUTION DECLARING CERTAIN REAL PROPERTY LOCATED ADJACENT TO OKLAHOMA CITY BOULEVARD TO BE SURPLUS TO THE NEEDS OF THE CITY OF OKLAHOMA CITY; AND AUTHORIZING EXECUTION OF A REAL ESTATE ACQUISITION AGREEMENT WITH THE OKLAHOMA CITY URBAN RENEWAL AUTHORITY (OCURA) AND OKLAHOMA CITY REDEVELOPMENT AUTHORITY (OCRA).**

**WHEREAS**, the City received real property located along the Oklahoma City Boulevard, as further described in Exhibit “A”, from the Oklahoma Department of Transportation pursuant to the Amended I-40 Crosstown Project Agreement dated May 8, 2017 between The City, the Oklahoma City Public Property Authority (“OCPPA”) and the Department of Transportation of the State of Oklahoma (“ODOT”); and

**WHEREAS**, said real property is undeveloped and may have economic development potential; and

**WHEREAS**, said real property is surplus to the needs of The City of Oklahoma City; and

**WHEREAS**, the City desires to transfer the said parcels that are located within an Urban Renewal Plan project area to OCURA for future development; and

**WHEREAS**, the City desires to transfer the other parcels that are not located within an Urban Renewal Plan project area to OCRA for redevelopment purposes in support of the City’s efforts to develop, stimulate, and promote new development; and


**WHEREAS**, the attached Real Estate Acquisition Agreement (“Acquisition Agreement”) conveys the properties that are located within an Urban Renewal Plan project area to OCURA for future development and conveys the properties that are not located within an Urban Renewal Plan project area to OCRA for redevelopment purposes in support of the City’s efforts to develop, stimulate, and promote new development; and

**WHEREAS**, under the proposed Real Estate Acquisition Agreement OCURA and/or OCRA, as applicable, will pay to the City the net proceeds from the future sales of the properties, calculated as the gross sales price less disposition costs incurred by OCURA and OCRA not to exceed \$2,591,134; and

**NOW, THEREFORE BE IT RESOLVED**, by the City Council of The City of Oklahoma City that the real property described in Exhibit “A” is hereby declared surplus to the needs of The City of Oklahoma City and the Mayor is authorized to execute the Real Estate Acquisition Agreement with OCURA and OCRA.

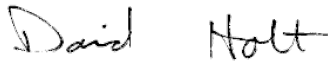
**ADOPTED** by the Council and **SIGNED** by the Mayor of The City of Oklahoma City this 12th day of October, 2021.

**ATTEST:**

  
CITY CLERK



**THE CITY OF OKLAHOMA CITY**

  
MAYOR

**REVIEWED** for form and legality.

  
ASSISTANT MUNICIPAL COUNSELOR

## ODOT/OKC DISPOSAL BREAKDOWN Exhibit A

ODOT SURPLUS PROPERTY - OKC						
Location	Project No.	Parcel No.	Acres	Description	Current Fair Market Value	Work Package
Location-15	17430(04)R/W	686	1.06	NE corner of Oklahoma and OKC Boulevard, OKC for Future development.	\$ 1,370,000.00	4.5
Location-16	17430(04)R/W	684	0.18	NW corner of Oklahoma and the Boulevard, OKC for future development.	\$ 470,000.00	4.5
Location-16B	17430(04)R/W	682,683,688	0.19	Along original I-40 between Santa Fe and Compress for private development	\$ 350,000.00	1.5
Location-17	17430(04)R/W	679	0.66	NW corner of E.K. Gaylord & OKC Blvd., OKC for future development.	\$ 1,140,000.00	5.1c
Location-18	17430(04)R/W	677	0.78	NE corner of Robinson and OKC Blvd.	\$ 1,380,000.00	5.1c
Location-23	17430(04)R/W	674	1.51	NW corner of Walker and OKC Blvd, OKC for future development	\$ 500,000.00	5.1c
Location-24	17430(04)R/W	670,672	0.69	SE corner of Lee and OKC Blvd, OKC to sell to Ozarka	\$ 235,000.00	5.1b
Location-25	I-40-4(5)147	275	0.16	SW corner of Western and Sheridan, OKC for future development	\$ 9,800.00	5.1b
Location-26	I-40-4(5)147 & 17430(04)R/W	270-273,662	0.9	SW corner of Western and Sheridan, OKC for future development	\$ 23,000.00	5.1b
Location-27	I-40-4(5)147 & 17430(04)R/W	248,262,267-269,660	0.8	NE corner of Klein and OKC Blvd, OKC for future development	\$ 30,000.00	5.1b
Location-28	I-40-4(5)147 & 17430(04)R/W	246,27,253,254,658	0.34	NE corner of Klein and OKC Blvd, OKC for future development	\$ 12,000.00	5.1b
					\$ 5,519,800.00	

OKC SURPLUS PROPERTY - TO ODOT						
Location	Project No.	Parcel No.	Acres	Description	Current Fair Market Value	Work Package
OKC-1	17430(04)R/W	600,601,602	7.09	Between Agnew and Penn.	\$ 736,165.00	3.2
OKC-2	17430(04)R/W	606	9.03	Between Penn. and Exchange	\$ 959,399.00	3.2
OKC-3	17430(04)R/W	607	4.23	Between Exchange and Western	\$ 745,102.00	3.2
OKC-4	17430(04)R/W	622,623	3.33	South side of I-40 near the river Canal	\$ 488,000.00	4.1
					\$ 2,928,666.00	

<b>ODOT SURPLUS</b>					<b>\$ 5,519,800.00</b>	
<b>OKC SURPLUS</b>					<b>\$ 2,928,666.00</b>	
					<b>\$ 2,591,134.00</b>	

# OKLAHOMA CITY REDEVELOPMENT AUTHORITY

To: Board of Trustees of the Oklahoma City Redevelopment Authority  
From: Kenton Tsoodle, Executive Director  
Date: March 4, 2025  
Ref: Financial Statements as of December 31, 2024

**TRUSTEES**

J. Larry Nichols  
Chairman

James R. Tolbert III  
Vice Chairman

Vacant

Judy J. Hatfield

David Holt

Kevin S. Perry

Mark K. Stonecipher

**EXECUTIVE DIRECTOR**

Kenton Tsoodle

**Background:** The Oklahoma City Redevelopment Authority prepares quarterly year-to-date financial statements for review and acceptance by the Board of Trustees. The following are highlights of the financial statements through December 31, 2024.

Current assets were \$11,835,258 at the end of December 2024 and primarily held in Cash, Investments and Due from Other Governments. \$511,556 of cash held in the TIF Fund is reserved for the purchase of furniture and equipment for Innovation Hall. Due from Other Governments includes amounts due from OCURA for property purchases and Oklahoma County for accrued TIF revenues.

Capital Assets net of depreciation totaled \$14,323,156 including Construction in Progress – Innovation Hall, the Cytovance Building and the Brockway Center.

Other Noncurrent Assets of \$4,274,072 is a loan for the Page Woodson project.

Liabilities totaled \$5,600,907. This includes funds held for the purchase of furniture for Innovation Hall and a loan from the City of Oklahoma City for the Convergence Project.

OCRA had a net position of \$24,831,579 at December 31, 2024.

Revenues recorded through December 31st were \$1,833,622.

Expenditures were \$259,942.

OCRA had a positive change in fund balance of \$1,573,680 year-to-date, and fund balance of \$6,234,351 as of December 31, 2024.

**Recommendation:** Acceptance of the December 31, 2024, financial statements.



Oklahoma City Redevelopment Authority  
Statement of Net Position  
and Reconciliation of Net Position to Fund Balance  
as of December 31, 2024

Assets	
Current Assets	
Cash & Cash Equivalents	2,435,510
Cash & Cash Equivalents - Reserved	511,556
Investments	2,000,000
Interest Receivable	97,165
PILOT Receivable	1,984,412
Due from Other Governments	4,806,614
<b>Total Current Assets</b>	<b>11,835,258</b>
Capital Assets	
Land	376,891
Air Rights	942,666
Buildings (1)	7,679,106
Innovation Hall	10,491,744
Accumulated Depreciation	(5,167,251)
<b>Total Capital Assets</b>	<b>14,323,156</b>
Other Noncurrent Assets	
Notes Receivable	5,650,000
Allowance for Loan Loss	(1,375,928)
<b>Total Other Noncurrent Assets</b>	<b>4,274,072</b>
<b>Total Assets</b>	<b>30,432,486</b>
Liabilities	
Current Liabilities	
Accounts & Other Payable	527,196
Due to Urban Renewal/Other Governments	73,712
<b>Total Current Liabilities</b>	<b>600,907</b>
<b>Total Noncurrent Liabilities</b>	<b>5,000,000</b>
<b>Total Liabilities</b>	<b>5,600,907</b>
<b>Net Position</b>	<b>24,831,579</b>
Reconciliation of Net Position to Fund Balance	
<i>Not Reported in Governmental Funds Balance Sheet</i>	
Land	(376,891)
Air Rights, Buildings, and Innovation Hall	(19,113,516)
Accumulated Depreciation	5,167,251
Notes Receivable, net	(4,274,072)
<b>Total Fund Balance</b>	<b>6,234,351</b>
(1) Cytovance and Brockway Center	

Oklahoma City Redevelopment Authority  
Governmental Funds Balance Sheet and Statement of Revenues  
as of and for the Six Months ending December 31, 2024

	<u>TIF</u>
<b>Assets</b>	
Cash & Cash Equivalents	2,435,510
Cash & Cash Equivalents - Reserved	511,556
Investments	2,000,000
Interest Receivable	97,165
PILOT Receivable	1,984,412
Due From Other Governments	4,806,614
<b>Total Assets</b>	<b>11,835,258</b>
<b>Liabilities</b>	
Accounts & Other Payable	527,196
Due to Urban Renewal/Other Governments	5,073,712
<b>Total Liabilities</b>	<b>5,600,907</b>
<b>Fund Balance</b>	<b>6,234,351</b>
<b>Total Liabilities &amp; Fund Balance</b>	<b>11,835,258</b>
<b>Revenues</b>	
Apportioned Ad Valorem Taxes/PILOT - TIF	1,752,090
Interest Income	13,607
Investment Income	67,925
Other Income	-
<b>Total Revenues</b>	<b>1,833,622</b>
<b>Expenditures</b>	
Commercialization of Research & Technology	50,000
Placemaking	26,044
Implementation & Administration of Project Plan	151,567
Other Project Redevelopment Activity Costs	32,331
Payments to City of OKC	-
<b>Total Expenditures</b>	<b>259,942</b>
<b>Changes in Fund Balance</b>	<b>1,573,680</b>
<b>Fund Balance, Beginning of Year</b>	<b>4,660,671</b>
<b>Fund Balance, Current</b>	<b>6,234,351</b>

Oklahoma City Redevelopment Authority  
Schedule of Investments  
December 31, 2024

<u>Investments</u>	<u>Interest</u> <u>Rate</u>	<u>Maturity</u> <u>Date</u>	<u>Settlement</u> <u>Date</u>	<u>Amount</u>
First Source FCD CD	5.05%	01/29/25	01/29/24	250,000
Signature Federal Credit Union CD	5.45%	02/24/25	08/23/23	250,000
Connexus Credit Union CD	5.50%	02/25/25	08/25/23	250,000
Freedom Northwest Credit Union CD	5.50%	02/28/25	08/30/23	250,000
Ally Bank	5.35%	03/27/25	06/27/24	250,000
Florida Central Credit Union CD	5.35%	08/25/25	08/25/23	250,000
Flagstar Bank NA	5.00%	06/26/26	06/24/24	250,000
Alliant Credit Union CD	5.60%	11/20/26	11/20/23	250,000
<b>Total TIF Investments</b>	<b>5.38%</b>			<b>2,000,000</b>