

Amended Agenda

AGENDA FOR
SPECIAL MEETING OF
OKLAHOMA CITY URBAN RENEWAL AUTHORITY
WEDNESDAY, MAY 13, 2015
105 NORTH HUDSON AVENUE, SUITE 101
10:30 A.M.

1. Call to Order
2. Statement of Compliance with the Oklahoma Open Meeting Law
3. Roll Call
4. Reading and Approval of Minutes of a Regular Meeting held on Wednesday, April 15, 2015

CORE TO SHORE

5. Resolution No. _____ Approving Fourth Amendment to the Professional Services Agreement for Project Management and Acquisition and Relocation Services with Pinnacle Consulting Management Group, Inc., Core To Shore Urban Renewal Project
6. Resolution No. _____ Approving Renewal of the Maps 3 Implementation and Coordination Agreement for the Core To Shore Urban Renewal Area and Approving Amendment No. 5 to the Maps 3 Implementation And Coordination Agreement in the Core To Shore Area

JFK PROJECT AREA

7. Resolution No. _____ Authorizing the Executive Director to enter into a Professional Services Agreement with Howard-Fairbairn Site Design, Inc. for the Creation of a Master Plan for the Redevelopment of the Truman School Site and Kelham/Euclid Site, John F. Kennedy Urban Renewal Project
8. Resolution No. _____ Authorizing Invitations for Proposals for Single Family Residential Development of Property, John F. Kennedy Urban Renewal Project

HARRISON/WALNUT

9. Resolution No. _____ Approving Schematic Design Studies and Design Development Documents for the Rehabilitation of the Former Page Woodson School and Schematic Design Studies for the Development of New Multi-Family Housing on the Same Parcel, Submitted by New Page, LLC for the Redevelopment of the Property Bounded Generally by Northeast 4th Street, Northeast 7th street, North Kelley Avenue, and North Stonewall avenue, Harrison-Walnut Urban Renewal Project and University Medical Center Urban Renewal Project

GENERAL

10. Resolution No. _____ Approving the Addition of Three Appraisers to the Approved Vendors List for the Period from November 4, 2014 through December 31, 2015 as Approved Providers of Independent Appraisal Services; Confirming the Executive Director's Authority to Issue Additional Invitations for Proposals and Requests for Qualifications for Professional Services; and Approving a Contract with Real Property Services, Inc. to Provide Independent Appraisal Services to Assist with the Implementation of the Core To Shore Urban Renewal Project
11. Resolution No. _____ Approving Professional Services Agreement with The Center For Economic Development Law PLLC for Legal Services and Designating General Counsel and Associate General Counsel
12. Resolution No. _____ Approving Professional Services Agreement with The Center for Economic Development Law PLLC to Provide Community Development Block Grant-Related Legal Services
13. Resolution No. _____ Approving Procurement Policies and Procedures to Ensure Compliance with Applicable Law and Regulations Related to the Purchases of Goods, Contracts for Services, and Contracts for Professional Services
14. Presentation of Interim Financial Report for the Period Ending April 30, 2015
15. Staff Report
16. Citizens to be heard
17. Adjournment

POSTED at the offices of the City Clerk and Oklahoma City Urban Renewal Authority by
10:30 a.m. on Monday, May 11, 2015 by Pam Lunnon, Executive Assistant

MINUTES OF REGULAR MEETING
OF THE
OKLAHOMA CITY URBAN RENEWAL AUTHORITY

A Regular Meeting of the Board of Commissioners of the Oklahoma City Urban Renewal Authority (“Authority”) was held on Wednesday, April 15, 2015 at 10:30 a.m. in the offices of the Authority located at 105 North Hudson, Suite 101, Oklahoma City, Oklahoma 73102.

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

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

Trustees Absent:

Mr. Russell M. Perry

Staff Members Present:

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

Others Present:

Steve Lackmeyer, The Oklahoman
Scott Dedmon, ADG
Ron Bradshaw, Colony Partners, Inc.
Aaron Pilat, Butzer Gardner Architect
Chuck Ainsworth, Ainsworth Company
Rand Elliott, Elliott & Associates
Cody Pistulka, Elliott & Associates

The Chairman requested a motion to approve the circulated minutes of the Special Board Meeting of the Oklahoma City Urban Renewal Authority held on Wednesday, March 25, 2015 at 10:00 a.m.

OCURA Board of Commissioners, Wednesday, April 15, 2015

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

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

Minutes Adopted.

The Chairman introduced the following resolutions:

SPORTS ENTERTAINMENT PARKING

Resolution No. 5690 entitled:

“Approving Schematic Design Studies Submitted by Newcrestimage Holdings, LLC for the Redevelopment of a Tract of Land Located at the Northeast Corner of Russell M. Perry Avenue and East Sheridan Avenue, Maps Sports-Entertainment-Parking Support Redevelopment Plan”

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

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

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

Resolution Adopted

Resolution No. 5691 entitled:

“Ratifying the Executive Director’s Execution of the Assignment and Assumption of Contract for the Sale of Land and Redevelopment by Newcrestimage Holdings, LLC to Supreme Bright Bricktown II, LLC, Maps Sports-Entertainment Parking Support Redevelopment Plan”

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

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

Resolution Adopted

CENTRAL BUSINESS DISTRICT

Resolution No. 5692 entitled:

“Approving Construction Documents Submitted by Civic Centre Flats, LLC, Central Business District Urban Renewal Plan”

Presentation given by Ron Bradshaw, Colony Partners, Inc. on the above project.

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

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

Resolution Adopted

HARRISON/WALNUT

Resolution No. 5693 entitled:

“Approving Schematic Design Studies Submitted by Ainsworth Triangle LLC for Redevelopment of the Undeveloped Tract of the Flatiron Property, Harrison-Walnut Urban Renewal Plan”

Presentation given by Rand Elliott, Elliott & Associates Inc. on the above project.

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

OCURA Board of Commissioners, Wednesday, April 15, 2015

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

Resolution Adopted

JFK PROJECT AREA

Resolution No. 5694 entitled:

“Authorizing Invitation for Qualifications and/or Proposals for Redevelopment of Property Located at the Southeast Corner of Prospect Avenue and Northeast 23rd Street, John F. Kennedy Urban Renewal Plan”

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

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

Resolution Adopted

GENERAL

Resolution No. 5695 entitled:

“Authorizing the Executive Director to Enter into Professional Services Agreements to Update Federal Blight Findings for Certain Non-Closeout Urban Renewal Plans”

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

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

Resolution Adopted

Financial Report

Ms. Kenfield presented the financial reports through March 31, 2015

Staff Report

Ms. O'Connor reported all other projects are making good progress. There have been some environmental concerns with Civic Centre Flats that the Authority will be working on with Mr. Bradshaw. The Page Woodson Project is moving forward and the Authority is trying to get the redevelopment agreement finalized. The Authority is also looking at some tax increment financing to help make this project work. Mr. Bradshaw has applied for his tax credits for the Page Woodson School and that building would be the low-moderate income qualified housing units; the rest would be market rates. Staff is continuing to the review of all of OCURA Records and will be meeting Dr. Bob Blackburn from the State Historical Society to see what can be scanned and digitalized for public archives.

There being no further business to come before the Board, the meeting was adjourned at 11:14 a.m.

Secretary

OKLAHOMA CITY

**URBAN
RENEWAL
AUTHORITY**

To: Board of Commissioners
From: Catherine O'Connor, Executive Director
Date: May 13, 2015
Ref: Resolution Approving the Fourth Amendment to the Professional Services Agreement for Project Management, Acquisition and Relocation Services with Pinnacle Consulting Management Group, Inc. in the Core to Shore Urban Renewal Project Area

Background: On May 19, 2010, the Oklahoma City Urban Renewal Authority (“Authority”) approved an agreement with Pinnacle Consulting Management Group, Inc. (“Consultant”) as the project management, acquisition and relocation firm to assist with the implementation of the Core to Shore Urban Renewal Plan. There have been three amendments to this contract as the acquisition and relocation activities continued to increase in the Core to Shore area.

This amendment is to expand Pinnacle’s scope of work to cover anticipated needs in the Core to Shore Urban Renewal Plan. It will allow OCURA to utilize Pinnacle on an as needed basis for various acquisition, relocation and project management services within the Plan’s acquisition area.

Purpose of Agenda Item: To expand Pinnacle’s professional services agreement to encompass the need for additional services in the Core to Shore Urban Renewal Project area. The contract amount is not to exceed \$50,000.

Staff Recommendation: Approval of Resolution

Attachments: Fourth Amendment to Professional Services Agreement for Project Management, Acquisition and Relocation Services

RESOLUTION NO. _____

RESOLUTION APPROVING FOURTH AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT FOR PROJECT MANAGEMENT AND ACQUISITION AND RELOCATION SERVICES WITH PINNACLE CONSULTING MANAGEMENT GROUP, INC., CORE TO SHORE URBAN RENEWAL PROJECT

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

WHEREAS, the City Council of The City of Oklahoma City (“City”) has approved the Core to Shore Urban Renewal Plan, as amended (“Urban Renewal Plan”) in accordance with the Oklahoma Urban Redevelopment Law and authorized the Authority to carry out the Urban Renewal Plan; and

WHEREAS, pursuant to the Oklahoma Urban Redevelopment Law, the Authority may employ such technical experts and other agents as it may require, and it may contract for any services necessary to its operation; and

WHEREAS, on May 19, 2010, the Commissioners of the Authority approved Resolution No. 5378 authorizing an agreement with Pinnacle Consulting Management Group, Inc. (“Consultant”) as the project management and acquisition and relocation firm to assist with the implementation of the Urban Renewal Plan; and

WHEREAS, on June 1, 2010, the Authority and the Consultant entered into the Professional Services Agreement for Project Management and Acquisition and Relocation Services (“Agreement”); and

WHEREAS, on June 20, 2012, the Authority and the Consultant entered into the First Amendment to the Agreement for the Consultant’s services in connection with the development of a new downtown convention center; on June 19, 2013, the Authority and the Consultant entered into the Second Amendment to the Agreement for the Consultant’s services in connection with the acquisition of property in the area known as the Lower Park Acquisition Area; and on June 18, 2014, the Authority and the Consultant entered into the Third Amendment to Agreement for demolition services to be provided by the Consultant; and

WHEREAS, there exists the need for acquisition and relocation services in additional areas to be determined by OCURA; and

WHEREAS, the Consultant has provided superior project management services under the Agreement, and it is desirable to engage the Consultant to provide such additional services; and

WHEREAS, the Board of Commissioners of the Authority deems it appropriate, desirable, and in the public interest to approve the proposed Fourth Amendment to the Agreement with the Consultant and to authorize its execution, in order to achieve the objectives of the Urban Renewal Plan.

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

1. The proposed Fourth Amendment to the Agreement between the Authority and the Consultant is hereby approved and its execution by the Executive Director is authorized.
2. The Officers, Executive Director, and Legal Counsel of the Authority are authorized to execute such documents and take such actions as may be necessary or appropriate to implement the Agreement, as amended, including approval of amendments, corrections, clarifications thereof, and to incur costs and approve contracts for surveys, appraisals, market studies, title examination and inspection, public improvements, financing related expenses, and other related contracts which are appropriate for carrying out the Agreement, as amended.

I, _____, Secretary of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, certify that the foregoing Resolution No. _____ was duly adopted at a **special** meeting of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, held at its offices at 105 North Hudson, Suite 101, Oklahoma City, Oklahoma 73102, on the **13th** day of **May, 2015**; that said meeting was held in accordance with the By-Laws of the Authority and the Oklahoma Open Meetings Act; that any notice required to be given of such meeting was properly given; that a quorum was present at all times during said meeting; and that the Resolution was duly adopted by a majority of the Commissioners present.

SECRETARY

(SEAL)

**FOURTH AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT
FOR PROJECT MANAGEMENT AND
ACQUISITION AND RELOCATION SERVICES**

This Fourth Amendment to the Professional Services Agreement for Project Management and Acquisition and Relocation Services (“Amendment”) is entered into and effective as of this ___ day of May, 2015, between the OKLAHOMA CITY URBAN RENEWAL AUTHORITY, a public body corporate (“OCURA”), and PINNACLE CONSULTING MANAGEMENT GROUP, INC. (“Consultant”).

WITNESSETH:

WHEREAS, on March 2, 2010, the City Council of The City of Oklahoma City (“The City”) approved the Core to Shore Urban Renewal Plan (as amended, “Urban Renewal Plan”) in accordance with the Oklahoma Urban Redevelopment Law, 11 O.S. §38-101, *et seq.*, and authorized OCURA to carry out the Urban Renewal Plan; and

WHEREAS, The City and OCURA have approved the Policies and Procedures for Residential and Commercial Acquisition and Relocation Services of The City of Oklahoma City and the Oklahoma City Urban Renewal Authority for the Core to Shore Urban Renewal Area (“Policies and Procedures”); and

WHEREAS, on June 1, 2010, OCURA and the Consultant entered into the Professional Services Agreement for Project Management and Acquisition and Relocation Services, its First Amendment, dated June 20, 2012, its Second Amendment, dated June 19, 2013, and its Third Amendment, dated June 18, 2014 (as amended, “Agreement”), for such services in the Core to Shore Urban Renewal Area consistent with the Urban Renewal Plan and the Policies and Procedures; and

WHEREAS, there exists the need for acquisition and relocation services in additional areas to be determined by OCURA; and

WHEREAS, the Consultant is experienced and has provided superior project management and acquisition and relocation services under the Agreement.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. The following shall be inserted as paragraph II(A)(28):

Separate sets of accounting records shall be maintained for services performed pursuant to this Agreement as to additional specific locations to be assigned to the Consultant by OCURA (“Additional Assigned Areas”).

II. The following shall be inserted as paragraph III(A)(7):

For services assigned to and performed by the Consultant in the Additional Assigned Areas, OCURA agrees to pay to the Consultant an amount not to exceed fifty thousand dollars (\$50,000.00) for all expenses and services performed in the Additional Assigned Areas.

III. Except as expressly modified by this Amendment, the Agreement as amended remains in full force and effect according to its terms.

IN WITNESS WHEREOF, OCURA and the Consultant have executed this Amendment as of the date first above written.

OKLAHOMA CITY URBAN RENEWAL AUTHORITY

BY: _____
Catherine O'Connor, Executive Director

PINNACLE CONSULTING MANAGEMENT GROUP, INC.

BY: _____
Aaron Adkins, Regional Vice President

OKLAHOMA CITY

URBAN

RENEWAL

AUTHORITY

To: Board of Commissioners
From: Catherine O'Connor, Executive Director
Date: May 13, 2015
Ref: Resolution Approving Renewal of the MAPS 3 Implementation and Coordination Agreement for the Core to Shore Area, as amended, and Approving Amendment No. 5 to the MAPS 3 Implementation and Coordination Agreement

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

Summary of Agenda Item: The resolution authorizes the renewal of the MAPS 3 Implementation and Coordination Agreement for the Core to Shore Area for the fiscal year beginning July 1, 2015, and ending June 30, 2016. Amendment No. 5 also increases the not-to-exceed amount to be reimbursed to OCURA by \$325,000.00 (from \$1,317,500.00 to \$1,642,500.00).

Recommendation: Approval of Resolution

Attachment: Amendment No. 5

RESOLUTION NO. _____

RESOLUTION APPROVING RENEWAL OF THE MAPS 3 IMPLEMENTATION AND COORDINATION AGREEMENT FOR THE CORE TO SHORE URBAN RENEWAL AREA AND APPROVING AMENDMENT NO. 5 TO THE MAPS 3 IMPLEMENTATION AND COORDINATION AGREEMENT IN THE CORE TO SHORE AREA

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

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

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

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

WHEREAS, the Board of Commissioners of the Authority deems it appropriate, desirable, and in the public interest to approve the renewal of the Implementation and Coordination Agreement for the fiscal year beginning July 1, 2015, and ending June 30, 2016, and approve Amendment No. 5 to the Agreement increasing the not-to-exceed amount of compensation to the Authority for property acquisition services associated with the MAPS 3 park.

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

1. The renewal of the MAPS 3 Implementation and Coordination Agreement for the Core to Shore Area for the fiscal year beginning July 1, 2015, and ending June 30, 2016, is hereby approved.
2. The Officers, Executive Director, and Legal Counsel of the Authority are authorized and directed to take such actions and approve and execute such documents as may be necessary or appropriate to implement provisions of the MAPS 3 Implementation and Coordination Agreement for the Core to Shore Area, as amended, and to assist in

undertaking the performance and implementation of the MAPS 3 Implementation and Coordination Agreement for the Core to Shore Area, as amended, in accordance with the Core to Shore Urban Renewal Plan.

I, _____, Secretary of the Board of Commissioners for the Oklahoma City Urban Renewal Authority, certify that the foregoing Resolution No. _____ was duly adopted at a **special** meeting of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, held at its offices at 105 N. Hudson, Suite 101, Oklahoma City, Oklahoma 73102, on the **13th** day of **May, 2015**; that said meeting was held in accordance with the By-Laws of the Authority and the Oklahoma Open Meeting Act; that any notice required to be given of such meeting was properly given; that a quorum was present at all times during said meeting; and that the Resolution was duly adopted by a majority of the Commissioners present.

SECRETARY

(SEAL)

**AMENDMENT NO. 5 TO THE MAPS 3
IMPLEMENTATION AND COORDINATION
AGREEMENT FOR THE CORE TO SHORE AREA**

This Amendment No. 5 to the MAPS 3 Implementation and Coordination Agreement for the Core to Shore Area (“Amendment”) is made effective as of the ____ day of _____, 2015, by and among The City of Oklahoma City (“The City”), a municipal corporation, and the Oklahoma City Urban Renewal Authority (“OCURA”), a public body corporate.

WITNESSETH:

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

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

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

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

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

WHEREAS, in furtherance of the objectives and to further enable The City to pursue planning and acquisition activities directly related to the MAPS 3 Convention Center, The City and OCURA desire to amend the Agreement as provided in this Amendment No. 5 in order to increase the not-to-exceed amount of compensation to OCURA for services for the acquisition of

property for the MAPS 3 Convention Center and renewal of the Agreement as of July 1, 2015; and

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

NOW THEREFORE, in consideration of the mutual covenants and agreements contained in this Amendment No. 5 and other good and valuable consideration, the receipt and adequacy of which are acknowledged, The City and OCURA agree as follows:

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

7. The parties agree that the total amount of reimbursement or payments under this Section 5, subparagraph B.7 shall not exceed \$1,642,500 (an increase of 325,000). This amount includes the reimbursement for prior services provided for in subparagraph A of the original Agreement.

B. The contract is renewed as authorized in Section 11. General Provisions, Subsection P. Effective Date and Renewal, Section 8, from July 1, 2015 to June 1, 2016.

This Amendment is executed and delivered as of the day and year first above written. Except as amended hereby, the Agreement is ratified and shall remain in full force and effect in accordance with its terms through June 30, 2015.

APPROVED by the Council and signed by the Mayor of The City of Oklahoma City, Oklahoma, this ____ day of _____, 2015.

ATTEST

CITY CLERK

MAYOR

REVIEWED for form and legality.

ASSISTANT MUNICIPAL COUNSELOR

APPROVED by the Oklahoma City Urban Renewal Authority this 13th day of May, 2015.

ATTEST

SECRETARY

CHAIRMAN

OKLAHOMA CITY

**URBAN
RENEWAL
AUTHORITY**

To: Board of Commissioners
From: Catherine O'Connor, Executive Director
Date: May 13, 2015
Ref: Resolution Authorizing the Executive Director to Enter Into a Professional Services Agreement with Howard-Fairbairn Site Design, Inc. for the Creation of a Master Plan for the Redevelopment of the Truman School Site and Kelham/Euclid Site in the in the JFK Urban Renewal Project

Background: The neighborhood west and adjacent to the Moon Middle School at MLK Boulevard and NE 13th Street has been the subject of collaborative neighborhood planning efforts involving the City of Oklahoma City, OCURA, the school district and neighborhood residents. This area known as Culbertson's East Highland is also a City designated Strong Neighborhood Initiatives (SNI) area. SNI neighborhoods are three geographic areas throughout the City targeted for revitalization and investment. OCURA owns significant acreage in the Culbertson's area suitable for infill residential and commercial development. Additionally, just east of the middle school, two residential developments on former OCURA tracts are under construction. Two significant urban renewal parcels remain in this area: the former Truman School Site and parcels adjacent to it. These areas are depicted as Tracts A and B in the map attached.

In order to begin positioning these tracts for redevelopment, site planning and replatting need to take place. These next steps will build upon the recently adopted Residential Design and Site Planning Standards adopted by the Board in March.

This site planning work will serve as the foundation for an RFP to the development community for residential, infill housing. This process will also include consultation with the various stakeholders referenced above.

Staff interviewed three firms from the OCURA Preferred Vendor List for Architectural and Planning Services. We are recommending that the firm of Howard-Fairbairn (HFSD) be retained for this work. The proposed fee of \$34,750 is deemed reasonable for the scope of work.

Summary of Agenda Item: The resolution authorizes the Executive Director to execute an agreement with HFSD for these services.

Recommendation: Approval of Resolution

Attachments: Map of Parcels Subject to this Contract, Brochure on SNI

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH HOWARD-FAIRBAIRN SITE DESIGN, INC. FOR THE CREATION OF A MASTER PLAN FOR THE REDEVELOPMENT OF THE TRUMAN SCHOOL SITE AND KELHAM/EUCLID SITE, JOHN F. KENNEDY URBAN RENEWAL PROJECT

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

WHEREAS, the Authority is engaged in the implementation and administration of the John F. Kennedy (OKLA. R-35) Urban Renewal Plan in the area northeast of downtown Oklahoma City; and

WHEREAS, pursuant to the Oklahoma Urban Redevelopment Law, the Authority may employ such technical experts and other agents as it may require, and it may contract for any services necessary to its operation; and

WHEREAS, the Authority desires to redevelop approximately 5.1 acres of land consisting of: (1) approximately 4.5 acres of land remaining undeveloped in the block generally bound by North Kelham Avenue, Northeast 13th Street, North Missouri Avenue, and East Euclid Street (and which formerly housed the Truman Elementary School) (“Truman School Site”); and (2) approximately 0.61 acres of undeveloped land located at the southeast corner of the intersection of North Kelham Avenue and East Euclid Street (“Kelham/Euclid Site”) (Truman School Site and Kelham/Euclid Site, collectively, “Sites”); and

WHEREAS, the Authority requires the services of site design experts to develop a master plan for the Sites; and

WHEREAS, the Board of Commissioners have authorized the Authority’s procurement of site design professionals to perform a master planning process for the Site through the publication and advertising of a Request for Proposals (“RFP”); and

WHEREAS, Howard-Fairbairn Site Design, Inc., an Oklahoma corporation (“HFSD”), has submitted a response to the RFP and has been selected as the top qualified firm amongst the responses to the RFP; and

WHEREAS, the Authority, as part of its Community Development Block Grant (“CDBG”) Operating Agreement with the City, has been awarded CDBG funds for the purposes set forth herein; and

WHEREAS, the Scope of Work to be included in the final negotiated agreement is authorized as part of the City's approved CDBG project; and

WHEREAS, the Authority's procurement and selection processes have complied with the provisions for soliciting professional service providers required by the federal regulations implementing the CDBG program; and

WHEREAS, it is appropriate and desirable to authorize the Executive Director, with the advice and assistance of Legal Counsel, to enter into a satisfactory professional services contract with HFSD to perform the work contemplated by the RFP.

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

1. The Executive Director, with the assistance and advice of Legal Counsel, is authorized and directed to enter into a satisfactory contract with HFSD to perform the work contemplated by the RFP.
2. The Executive Director and Legal Counsel are authorized and directed to prepare and execute such documents as may be appropriate to carry out the authorization contained in this Resolution.

I, _____, Secretary to the Board of Commissioners of the Oklahoma City Urban Renewal Authority, certify that the foregoing Resolution _____ was properly adopted at a **special** meeting of the Board of Commissioners of the Oklahoma City Urban Renewal Authority held on the **13th** day of **May, 2015**, in the offices of the Authority, 105 North Hudson, Suite 101, Oklahoma City, Oklahoma; that a quorum was present at all times throughout said meeting, and that a legally sufficient number of the members of the Board of Commissioners voted in favor of said resolution.

SECRETARY

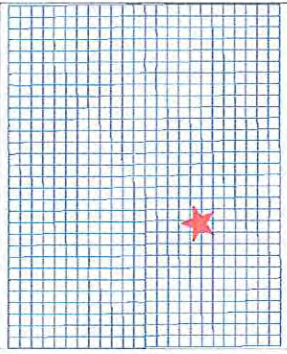
(SEAL)

OCURA Properties



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

Map center: 35° 28' 55.8" N, 97° 28' 51.3" W



Legend

- Sections
- Streets
- Parcels
- North Canadian River
- Rivers & Creeks
- Lakes
- Aerials (flown Mar 19th-29th, 2010)
- County Background



Scale: 1:2,269



STRONG NEIGHBORHOODS INITIATIVE

better communities together

Introducing OKC's Strong Neighborhoods Initiative

The City of Oklahoma City Planning Department has partnered with the Neighborhood Alliance of Central Oklahoma to work with neighborhood residents, schools, non-profits and corporate partners to improve the three neighborhoods below through physical, social and economic revitalization.

Please visit okc.gov/sni and facebook.com/SNIOKC and twitter.com/OKC_SNI for goals, programs and upcoming projects. Contact us at 297-2911 or sniokc@okc.gov.

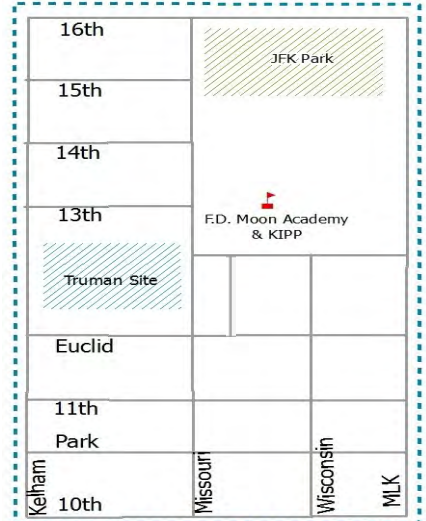
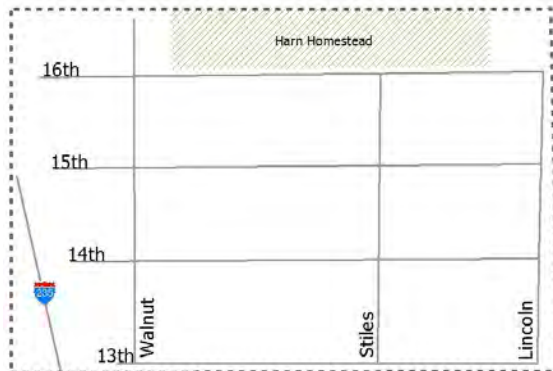
The key to SNI's success is neighborhood participation. For more information on Neighborhood Capacity Building, contact the Neighborhood Alliance of Central Oklahoma at 528-6322 or go to nacok.org.



Classen Ten Penn/Gatewood

Classen's North Highland Parked

Culbertson's East Highland



okc.gov/sni



OKC SNI Programs and Contact Information

To qualify for most of the programs listed below, applicants must reside within the SNI boundaries AND income qualify. To income qualify, the combined annual taxable income of the individuals in the household must be at or below the following limits. For example, the taxable household income for a family of 4 must be below \$48,000. These limits are adjusted annually by the US Dept of HUD and are based on 80% of the median income of Oklahoma County.

Number of Individuals	1	2	3	4	5	6	7	8
Gross Household Income Limit	\$33,600	\$38,400	\$43,200	\$48,000	\$51,850	\$55,700	\$59,550	\$63,400

Owner-Occupied Housing Rehabilitation and Home Exterior Maintenance

The objective of these programs is to rehabilitate homes to meet basic HUD and City building codes, with emphasis placed on structural safety, exterior maintenance, accessibility, sanitary conditions and energy efficiency. We now offer storm shelters as part of the program.

NEW: The eligibility requirements have been MODIFIED within the SNI neighborhoods, so if you were previously told you did not qualify for the following reasons, please contact us immediately!

- Lack of homeowners insurance or financial contribution
- Lack of warranty deed or clear title (see Homeownership Legal Assistance Program below)
- Previously assisted: If it has been longer than 10 years, you may be eligible again!

Contact: City of OKC housing.rehab@okc.gov or (405)297-2846

Homeownership Legal Assistance

The objective of the Homeownership Legal Assistance program is to assist residents who need to clear up title or deed issues with a home they are living in but do not have the funds to do so.

Contact: City of OKC sniokc@okc.gov or (405)297-2911

Down Payment Assistance

The objective of the down payment assistance program is to increase homeownership in the SNI target areas by assisting qualified homebuyers with down payment and closing cost assistance, up to \$10,000, to purchase a home. Homebuyer Education is also offered through this program.

Contact: Neighborhood Housing Services (405)231-4663 or Community Action Agency (405)232-0199.

Code Compliance Assistance

The Code Compliance Assistance program seeks to assist low to moderate-income residents who have junk, debris and/or dangerous structures such as old sheds and fences that need to be removed.

Contact: City of OKC sniokc@okc.gov or (405)297-2911

Neighborhoods Tree Program

This program's objective is to maintain a healthy and safe urban forest. This is done by trimming and/or removing hazardous trees that pose a serious safety threat to people and homes.

Contact: City of OKC sniokc@okc.gov or (405)297-2911

Emergency Home Repair

The objective of the Emergency Home Repair program is to assist homeowners by addressing a specific urgent need in the home such as handicap accessibility, roof leak or another similar immediate need.

Contact: Community Action Agency (405)232-0199

Weatherization and Green Home Loan

The objective for these two programs is to reduce energy costs for low-income households by increasing the energy efficiency of their homes.

Contact: Community Action Agency (405)232-0199

Financial Planning Assistance for Families and Students

Individual Development Accounts (IDAs) are savings accounts established at participating banks by working individuals or working high school students. Participants will attend money management and educational/career workshops. Once the participant has saved, they are eligible to use the savings and match toward home, business or education expenses.

Contact: Community Action Agency (405)232-0199

Small Business Loans

The objective of the Small Business Loan program is to build better communities through small business development. This program is for start-up, existing, and expanding businesses looking for business loans with low-interest rates. The program includes business counseling and small business training courses as well.

Contact: Community Action Agency (405)232-0199

Fair Housing Assistance

This program will assist individuals with Landlord/Tenant and housing discrimination questions and complaints.

Contact: Metro Fair Housing of Greater Oklahoma City (405)232-3247

Programs funded in partnership with the US Dept of HUD.



OKLAHOMA CITY

URBAN
RENEWAL
AUTHORITY

To: Board of Commissioners
From: Catherine O'Connor, Executive Director
Date: May 13, 2015
Ref: Resolution Authorizing an Invitation for Proposals for Redevelopment Property in the John F. Kennedy Urban Renewal Project.

Background: In 2012 OCURA released a Request for Proposals (RFP) for the purchase and redevelopment of vacant, infill lots in the JFK project area. Its goal was to encourage primarily residential, infill development. The RFP had no response deadline and was considered an open ended invitation for requests to purchase and redevelop lots.

The purpose of the revised RFP is to update, streamline and divide the document into two RFPS. One RFP will be directed at builders and real estate developers who have the capacity to develop multiple lots. The second is directed at individuals interested in acquiring a single lot to build a home for their occupancy. Additionally, these RFP's will include the recent adoption of the revised residential design and site planning standards. These RFP's will be open ended with no specific due date.

The RFP issued in 2012 also included commercial development and multi-family development. It has been determined that these types of developments require more planning and expertise. As parcels are identified for commercial or multi-family development, a separate specific RFP will be issued.

Summary of Agenda Item: Amendments to Existing Invitation for Redevelopment Proposals RFP.

Recommendation: Approval of Resolution

Attachments: none

RESOLUTION NO. _____

RESOLUTION AUTHORIZING INVITATIONS FOR PROPOSALS FOR SINGLE FAMILY RESIDENTIAL DEVELOPMENT OF PROPERTY, JOHN F. KENNEDY URBAN RENEWAL PROJECT

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

WHEREAS, the Authority is engaged in the implementation of the John F. Kennedy Urban Renewal Plan (OKLA. R-35) in northeast Oklahoma City as adopted by the City; and

WHEREAS, a principal objective of the John F. Kennedy Urban Renewal Plan is the revitalization of the neighborhoods with quality housing for individuals and families of all income levels; and

WHEREAS, the City designated a portion of the John F. Kennedy Urban Renewal Area as a target area for the City’s Strong Neighborhoods initiative; and

WHEREAS, the Authority recently approved a single-family home construction pattern book for the John F. Kennedy Urban Renewal Area as a guide for appropriate architectural and design standards for new construction to complement existing neighborhoods in the area; and

WHEREAS, developers have continued to express interest in the development of single family homes in John F. Kennedy Urban Renewal Area; and

WHEREAS, prospective homeowners have displayed an interest in purchasing Authority-owned lots to build single family homes in which they will reside; and

WHEREAS, creating straightforward application processes for such buyers will encourage the continued development of single family homes in the John F. Kennedy Urban Renewal Area; and

WHEREAS, it is appropriate and desirable for the existing open invitation for proposals for the development single family residential, multi-family residential, and commercial uses to be closed so that the new invitations specific to use may be issued to support the ongoing efforts by the City and the Authority to increase the development of all types of residential and commercial development in the John F. Kennedy Urban Renewal Area; and

WHEREAS, it is appropriate and desirable to authorize the issuance of an invitation for proposals by developers for the development of single family homes for sale on the open market; and

WHEREAS, it is appropriate and desirable to authorize the issuance of an invitation for proposals by prospective homeowners for the development of single family homes in which they will reside.

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

1. The Executive Director and staff of the Authority are hereby authorized to issue an invitation for proposals by developers for the development of single family homes on properties owned by the Authority in the John F. Kennedy Urban Renewal Area.
2. The Executive Director and staff of the Authority are hereby authorized to issue an invitation for proposals by individuals seeking to develop single family homes in which they will reside on properties owned by the Authority in the John F. Kennedy Urban Renewal Area.
3. A public notice of the invitations for proposals is hereby authorized. The existing open invitation for proposals shall be closed simultaneously with the publication of the invitations. Proposals in response to the invitations may be submitted at any time after the invitation is published. The invitations for proposals shall remain open until closed by the Board of Commissioners.
4. The invitations shall include the requirement to follow the Authority's single-family home construction pattern book for the John F. Kennedy Urban Renewal Area as a guide for appropriate architectural and design standards for new construction to complement existing neighborhoods in the area. The invitations shall establish an appropriate procedure for a case-by-case plan review and staff recommendations prior to submission for final approval by the Board of Commissioners.
5. A portion of property within the John F. Kennedy Urban Renewal Area shall be devoted to development of affordable housing for families and individuals meeting the low-to moderate income guidelines established by the U.S. Department of Housing and Urban Development (HUD).
6. All proposals shall be evaluated, and if deemed initially acceptable for further consideration, one or more prospective redeveloper(s) may be conditionally designated. The conditional developer designation shall be based on a determination that the proposal or proposals are the most acceptable to the Authority.
7. The evaluation of redevelopment proposals shall be based on the following criteria:

- a. Responsiveness to the Authority's goals of removing and preventing blight, improving neighborhoods, encouraging economic growth, and improving the quality of life.
 - b. Compliance with the Authority's single-family home construction pattern book for the John F. Kennedy Urban Renewal Area as a guide for appropriate architectural and design standards for new construction to complement existing neighborhoods in the area.
 - c. The qualifications and experience of the proposer to undertake the proposed development.
 - d. The financial ability of the proposer to complete the development of the single family home.
 - e. Other qualifications or criteria that may be contained in the invitations.
8. The Authority shall enter into direct negotiations with all prospective redevelopers. If more than one prospective redeveloper receives a conditional designation for the same lot, site or tract of land, the negotiations shall be directed toward obtaining the best and most desirable project for the area and to obtain the most favorable agreement with regard to the financial terms and other conditions of interest to the Authority as stipulated in the criteria listed in the invitations.
 9. All redevelopment agreements negotiated as a result of the invitations for proposals are subject to approval by the Authority's Board of Commissioners and legal counsel.
 10. The Officers of the Authority, the Executive Director, and legal counsel are authorized and directed to take such actions, prepare and execute such documents, letters and authorizations as may be appropriate or desirable to manage the redevelopment effort within the project area and to implement the provisions of this resolution.

I, _____, Secretary of the Oklahoma City Redevelopment Authority, a public trust, certify that the foregoing Resolution 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 **13th** day of **May, 2015**; that said meeting was held in accordance with the By-Laws 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 such meeting; and that said Resolution was adopted by a majority of those present.

SECRETARY

OKLAHOMA CITY

URBAN

RENEWAL

AUTHORITY

To: Board of Commissioners

From: Catherine O'Connor, Executive Director

Date: May 13, 2015

Ref: Resolution Approving Schematic Design Studies and Design Development Documents for the Rehabilitation of the former Page Woodson School and Schematic Design Studies for the Development of New Multifamily Housing on the Same Parcel, Submitted by New Page, LLC for the Redevelopment of Property Bounded by Generally N.E. 4th Street, N.E. 7th Street, N. Kelley Avenue and North Stonewall Avenue, Harrison-Walnut Urban Renewal Project Area and University Medical Center Urban Renewal Project Area,

Background: The Authority conditionally designated New Page, LLC as redeveloper of property generally bounded by NE 4th Street, NE 7th Street, N. Kelley Ave, and N. Stonewall. Negotiations to finalize a redevelopment agreement are proceeding. Block 1 of the master-planned redevelopment is privately owned by New Page, LLC and includes the adaptive reuse of the former Page Woodson School building into rental units and the construction of a new multi-family rental building.

The design drawings for this private development are being provided as informational only to the Board. Since the developer is interested in applying for historic preservation tax credits, design review is being conducted on each building by the National Park Service's State Historic Preservation Officers (SHPO).

Purpose of Agenda Item: The proposed resolution approves Schematic Design and Design Development Documents for the former Page Woodson School and Schematic Design Drawings for the new multi-family building.

Staff Recommendation: Approval of Resolution

Attachments: Schematic Design and Design Development Documents for former Page Woodson school; Schematic Design Drawings for new multi-family building

RESOLUTION NO. _____

RESOLUTION APPROVING SCHEMATIC DESIGN STUDIES AND DESIGN DEVELOPMENT DOCUMENTS FOR THE REHABILITATION OF THE FORMER PAGE WOODSON SCHOOL AND SCHEMATIC DESIGN STUDIES FOR THE DEVELOPMENT OF NEW MULTI-FAMILY HOUSING ON THE SAME PARCEL, SUBMITTED BY NEW PAGE, LLC FOR THE REDEVELOPMENT OF THE PROPERTY BOUNDED GENERALLY BY NORTHEAST 4th STREET, NORTHEAST 7th STREET, NORTH KELLEY AVENUE, AND NORTH STONEWALL AVENUE, HARRISON-WALNUT URBAN RENEWAL PROJECT AND UNIVERSITY MEDICAL CENTER URBAN RENEWAL PROJECT

WHEREAS, the Oklahoma City Urban Renewal Authority (“Authority”) has previously publicly invited proposals for property located adjacent to and in the vicinity of the former Page-Woodson School; and

WHEREAS, New Page, LLC, owner of the property upon which the former Page Woodson School sits (bounded by Northeast 6th Street, Stonewall Avenue, Northeast 5th Street, and High Street (“Block 1”)), submitted a response to the invitation for redevelopment proposals; and

WHEREAS, the Authority conditionally designated New Page, LLC as redeveloper of the property adjacent to and surrounding Block 1; and

WHEREAS, consistent with that designation, the Authority and New Page, LLC (or appropriate related entity) (“Redeveloper”) are negotiating the terms of a contract for the sale of the OCURA-owned land for the development of significant housing to contribute to the ongoing revitalization of the community; and

WHEREAS, the contemplated redevelopment includes the rehabilitation of the long-abandoned former Page Woodson School and new infill development on Block 1; and

WHEREAS, so that the Redeveloper may move forward with the renovation of the former Page Woodson School building and the construction of housing on Block 1, the Board of Commissioners deems it appropriate and desirable to approve the Schematic Design Studies and the Design Development Documents for the rehabilitation of the former Page Woodson School and the Schematic Design Studies for the development of multi-family housing.

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

1. The Schematic Design Studies and Design Development Documents submitted by the Redeveloper are hereby approved for the former Page Woodson School in Block 1, subject to such limiting conditions and exceptions as may be contained in the

approval letter to be issued by the Authority's Executive Director or her representative in accordance with this approval.

2. The Schematic Design Studies submitted by the Redeveloper are hereby approved for the new multi-family housing in Block 1, subject to such limiting conditions and exceptions as may be contained in the approval letter to be issued by the Authority's Executive Director or her representative in accordance with this approval.
3. The Executive Director, Staff, and Legal Counsel of the Authority are authorized to execute such documents and take such actions as may be necessary or appropriate to implement the approval of the Schematic Design Studies and Design Development Documents, subject to appropriate requirements and conditions, if any, and to review supplemental submissions to impose requirements with respect thereto if appropriate and to approve plans pursuant to this resolution.

I, _____, Secretary of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, certify that the foregoing Resolution No. _____ was duly adopted at a **special** meeting of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, held at its offices at 105 North Hudson, Suite 101, Oklahoma City, Oklahoma 73102, on the **13th** day of **May, 2015**; that said meeting was held in accordance with the By-Laws of the Authority and the Oklahoma Open Meetings Act; that any notice required to be given of such meeting was properly given; that a quorum was present at all times during said meeting; and that the Resolution was duly adopted by a majority of the Commissioners present.

SECRETARY

(SEAL)

PAGE WOODSON SCHOOL REDEVELOPMENT- Building A

NORTH HIGH AVENUE, OKLAHOMA CITY, OK

DESIGN DEVELOPMENT 02/26/15

SMITH DALIA ARCHITECTS, LLC
621 NORTH AVENUE, NE
SUITE C-140
ATLANTA, GEORGIA 30308
404.892.2443 voice
404.892.2470 facsimile
mail@smithdalia.com



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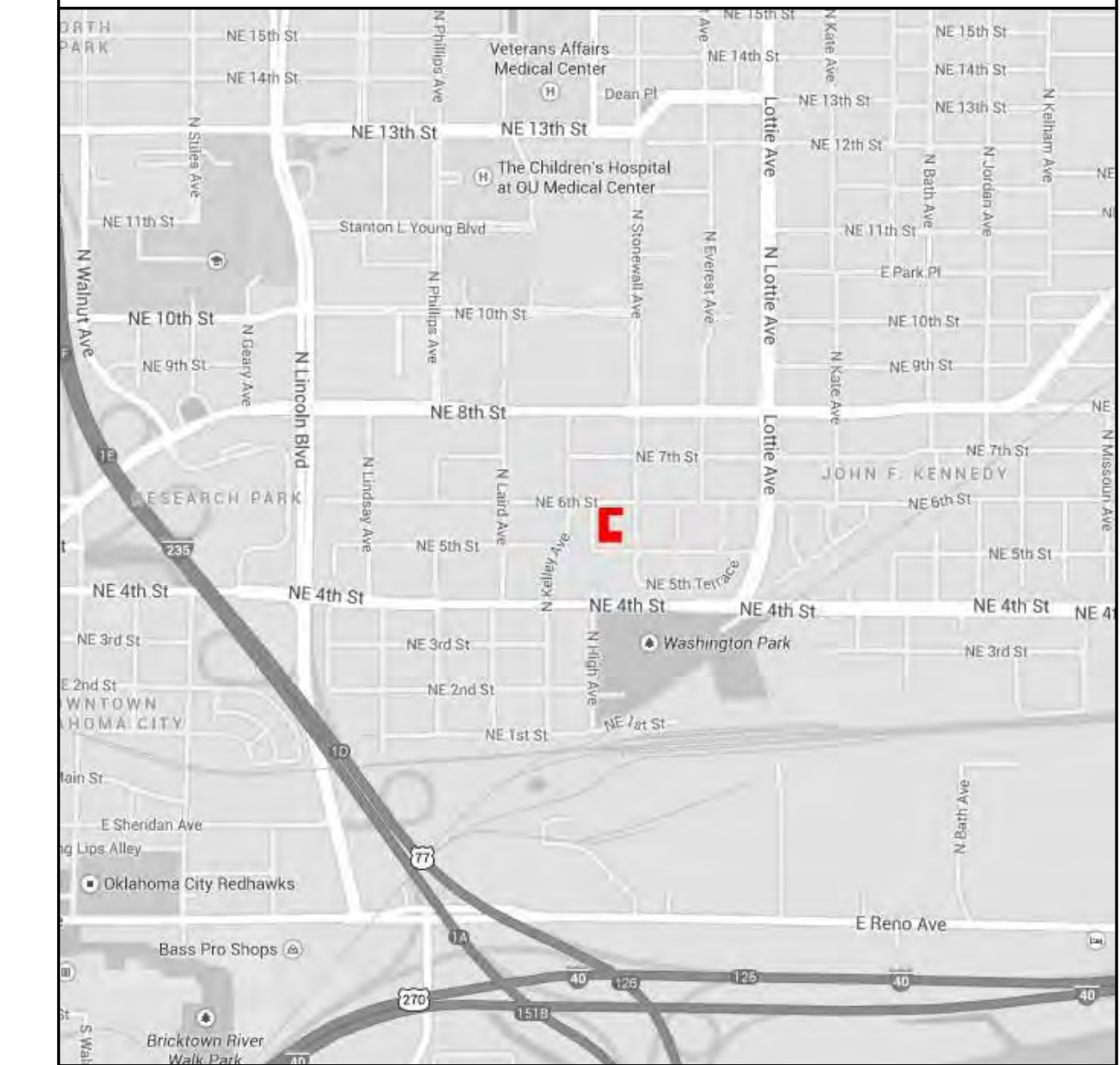
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LINGO CONSTRUCTION
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INTEGRITY STRUCTURAL
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MEP
SPENCER BRISTOL ENGINEERING, INC.
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Sandi Smith - Electrical
voice: (770) 414-1628
fax: (770) 414-6024
email: vincentm@spencerbristol.com
sandi@spencerbristol.com

LOCATION MAP



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G002	TYPICAL MOUNTING HEIGHTS AND CLEARANCES
G003	GENERAL NOTES AND KEYNOTES
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P111	ZONE 1 NORTH - LEVEL 1A PLUMBING FLOOR PLAN
P112	ZONE 1 NORTH - LEVEL 2A PLUMBING FLOOR PLAN
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E130	ZONE 2 SOUTH - LEVEL 0A ELECTRICAL FLOOR PLAN
E131	ZONE 2 SOUTH - LEVEL 1A ELECTRICAL FLOOR PLAN
E132	ZONE 2 SOUTH - LEVEL 2A ELECTRICAL FLOOR PLAN

PROJECT NO:
Proj # 13151

PROJECT TITLE:

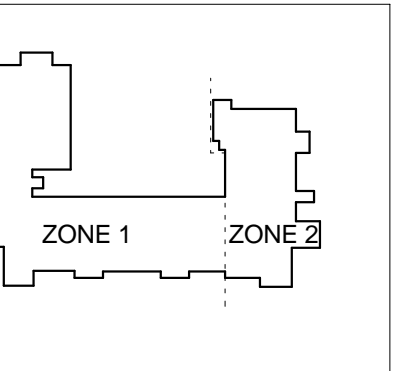
PAGE WOODSON SCHOOL
REDEVELOPMENT
HISTORIC BUILDING A
N HIGH AVENUE, OKLAHOMA CITY, OK

POST DATE:
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ISSUE AND DATE:
DESIGN DEVELOPMENT
02/26/15

REVISIONS:

KEY PLAN:



SCALE:

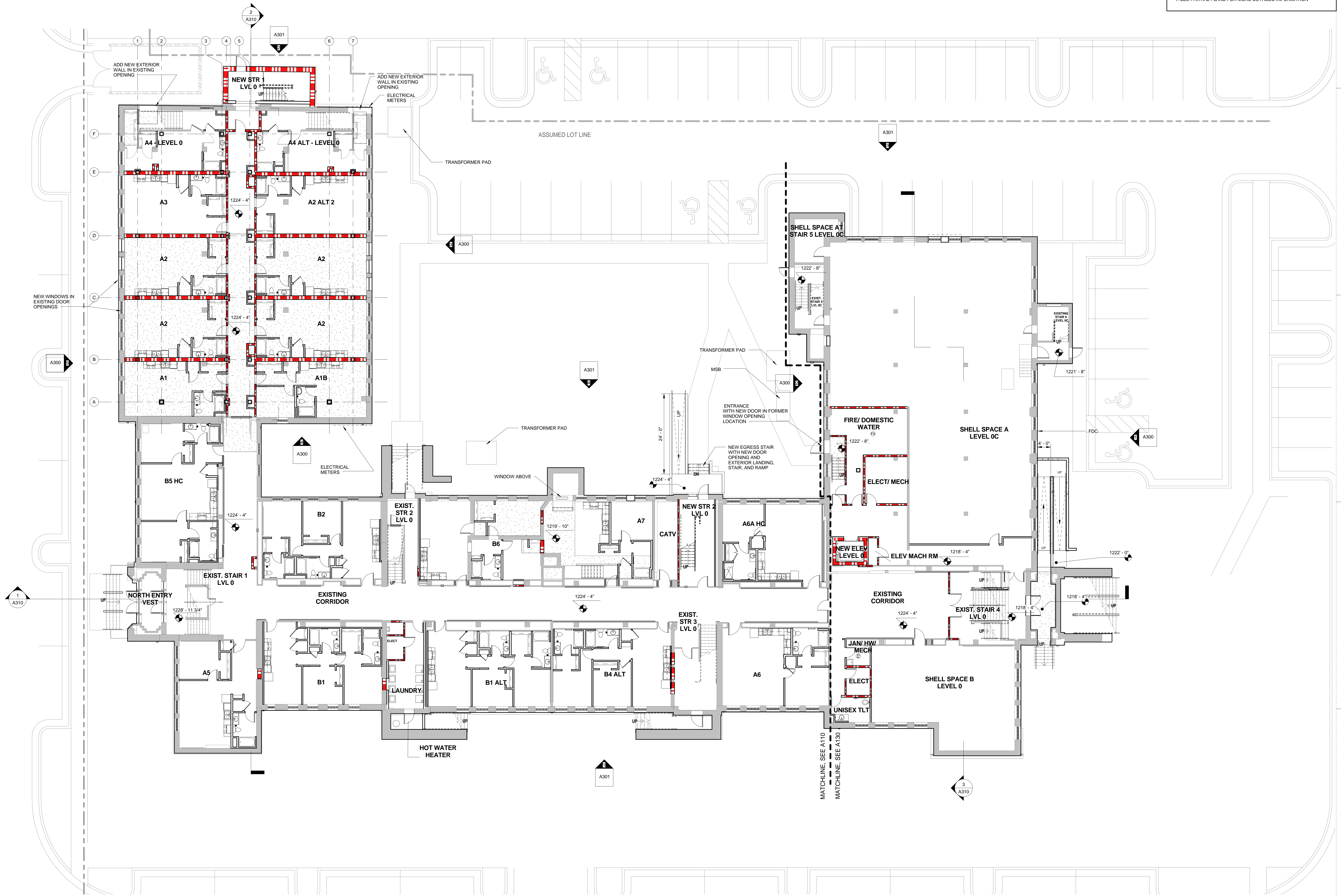
SHEET TITLE:
COVER / INDEX

SCALE: As indicated

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CAD/2D/3D/4D/5D/6D/7D/8D/9D/10D/11D/12D/13D/14D/15D/16D/17D/18D/19D/20D/21D/22D/23D/24D/25D/26D/27D/28D/29D/30D/31D/32D/33D/34D/35D/36D/37D/38D/39D/40D/41D/42D/43D/44D/45D/46D/47D/48D/49D/50D/51D/52D/53D/54D/55D/56D/57D/58D/59D/60D/61D/62D/63D/64D/65D/66D/67D/68D/69D/70D/71D/72D/73D/74D/75D/76D/77D/78D/79D/80D/81D/82D/83D/84D/85D/86D/87D/88D/89D/90D/91D/92D/93D/94D/95D/96D/97D/98D/99D/100D/101D/102D/103D/104D/105D/106D/107D/108D/109D/110D/111D/112D/113D/114D/115D/116D/117D/118D/119D/120D/121D/122D/123D/124D/125D/126D/127D/128D/129D/130D/131D/132D/133D/134D/135D/136D/137D/138D/139D/140D/141D/142D/143D/144D/145D/146D/147D/148D/149D/150D/151D/152D/153D/154D/155D/156D/157D/158D/159D/160D/161D/162D/163D/164D/165D/166D/167D/168D/169D/170D/171D/172D/173D/174D/175D/176D/177D/178D/179D/180D/181D/182D/183D/184D/185D/186D/187D/188D/189D/190D/191D/192D/193D/194D/195D/196D/197D/198D/199D/200D/201D/202D/203D/204D/205D/206D/207D/208D/209D/210D/211D/212D/213D/214D/215D/216D/217D/218D/219D/220D/221D/222D/223D/224D/225D/226D/227D/228D/229D/230D/231D/232D/233D/234D/235D/236D/237D/238D/239D/240D/241D/242D/243D/244D/245D/246D/247D/248D/249D/250D/251D/252D/253D/254D/255D/256D/257D/258D/259D/260D/261D/262D/263D/264D/265D/266D/267D/268D/269D/270D/271D/272D/273D/274D/275D/276D/277D/278D/279D/280D/281D/282D/283D/284D/285D/286D/287D/288D/289D/290D/291D/292D/293D/294D/295D/296D/297D/298D/299D/300D/301D/302D/303D/304D/305D/306D/307D/308D/309D/310D/311D/312D/313D/314D/315D/316D/317D/318D/319D/320D/321D/322D/323D/324D/325D/326D/327D/328D/329D/330D/331D/332D/333D/334D/335D/336D/337D/338D/339D/340D/341D/342D/343D/344D/345D/346D/347D/348D/349D/350D/351D/352D/353D/354D/355D/356D/357D/358D/359D/360D/361D/362D/363D/364D/365D/366D/367D/368D/369D/370D/371D/372D/373D/374D/375D/376D/377D/378D/379D/380D/381D/382D/383D/384D/385D/386D/387D/388D/389D/390D/391D/392D/393D/394D/395D/396D/397D/398D/399D/400D/401D/402D/403D/404D/405D/406D/407D/408D/409D/410D/411D/412D/413D/414D/415D/416D/417D/418D/419D/420D/421D/422D/423D/424D/425D/426D/427D/428D/429D/430D/431D/432D/433D/434D/435D/436D/437D/438D/439D/440D/441D/442D/443D/444D/445D/446D/447D/448D/449D/450D/451D/452D/453D/454D/455D/456D/457D/458D/459D/460D/461D/462D/463D/464D/465D/466D/467D/468D/469D/470D/471D/472D/473D/474D/475D/476D/477D/478D/479D/480D/481D/482D/483D/484D/485D/486D/487D/488D/489D/490D/491D/492D/493D/494D/495D/496D/497D/498D/499D/500D/501D/502D/503D/504D/505D/506D/507D/508D/509D/510D/511D/512D/513D/514D/515D/516D/517D/518D/519D/520D/521D/522D/523D/524D/525D/526D/527D/528D/529D/530D/531D/532D/533D/534D/535D/536D/537D/538D/539D/540D/541D/542D/543D/544D/545D/546D/547D/548D/549D/550D/551D/552D/553D/554D/555D/556D/557D/558D/559D/560D/561D/562D/563D/564D/565D/566D/567D/568D/569D/570D/571D/572D/573D/574D/575D/576D/577D/578D/579D/580D/581D/582D/583D/584D/585D/586D/587D/588D/589D/590D/591D/592D/593D/594D/595D/596D/597D/598D/599D/600D/601D/602D/603D/604D/605D/606D/607D/608D/609D/610D/611D/612D/613D/614D/615D/616D/617D/618D/619D/620D/621D/622D/623D/624D/625D/626D/627D/628D/629D/630D/631D/632D/633D/634D/635D/636D/637D/638D/639D/640D/641D/642D/643D/644D/645D/646D/647D/648D/649D/650D/651D/652D/653D/654D/655D/656D/657D/658D/659D/660D/661D/662D/663D/664D/665D/666D/667D/668D/669D/670D/671D/672D/673D/674D/675D/676D/677D/678D/679D/680D/681D/682D/683D/684D/685D/686D/687D/688D/689D/690D/691D/692D/693D/694D/695D/696D/697D/698D/699D/700D/701D/702D/703D/704D/705D/706D/707D/708D/709D/710D/711D/712D/713D/714D/715D/716D/717D/718D/719D/720D/721D/722D/723D/724D/725D/726D/727D/728D/729D/730D/731D/732D/733D/734D/735D/736D/737D/738D/739D/740D/741D/742D/743D/744D/745D/746D/747D/748D/749D/750D/751D/752D/753D/754D/755D/756D/757D/758D/759D/760D/761D/762D/763D/764D/765D/766D/767D/768D/769D/770D/771D/772D/773D/774D/775D/776D/777D/778D/779D/780D/781D/782D/783D/784D/785D/786D/787D/788D/789D/790D/791D/792D/793D/794D/795D/796D/797D/798D/799D/800D/801D/802D/803D/804D/805D/806D/807D/808D/809D/810D/811D/812D/813D/814D/815D/816D/817D/818D/819D/820D/821D/822D/823D/824D/825D/826D/827D/828D/829D/830D/831D/832D/833D/834D/835D/836D/837D/838D/839D/840D/841D/842D/843D/844D/845D/846D/847D/848D/849D/850D/851D/852D/853D/854D/855D/856D/857D/858D/859D/860D/861D/862D/863D/864D/865D/866D/867D/868D/869D/870D/871D/872D/873D/874D/875D/876D/877D/878D/879D/880D/881D/882D/883D/884D/885D/886D/887D/888D/889D/890D/891D/892D/893D/894D/895D/896D/897D/898D/899D/900D/901D/902D/903D/904D/905D/906D/907D/908D/909D/910D/911D/912D/913D/914D/915D/916D/917D/918D/919D/920D/921D/922D/923D/924D/925D/926D/927D/928D/929D/930D/931D/932D/933D/934D/935D/936D/937D/938D/939D/940D/941D/942D/943D/944D/945D/946D/947D/948D/949D/950D/951D/952D/953D/954D/955D/956D/957D/958D/959D/960D/961D/962D/963D/964D/965D/966D/967D/968D/969D/970D/971D/972D/973D/974D/975D/976D/977D/978D/979D/980D/981D/982D/983D/984D/985D/986D/987D/988D/989D/990D/991D/992D/993D/994D/995D/996D/997D/998D/999D/1000D/1001D/1002D/1003D/1004D/1005D/1006D/1007D/1008D/1009D/1010D/1011D/1012D/1013D/1014D/1015D/1016D/1017D/1018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GRAPHIC LEGEND	
	EXISTING CONSTRUCTION
	MATCHLINE
	EXISTING FLOOR
	PROPERTY LINE
	NEW FLOOR

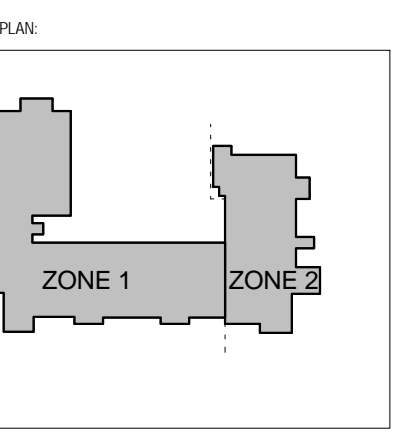
GENERAL NOTES	
1. SEE PARTIAL PLANS FOR MORE DETAILED INFORMATION	



PROJECT NO:
Proj # 13151

PROJECT TITLE:
PAGE WOODSON SCHOOL
REDEVELOPMENT
HISTORIC BUILDING A
N HIGH AVENUE, OKLAHOMA CITY, OK

PLT DATE:
2/26/2015 11:48:55 AM
ISSUE AND DATE:
DESIGN DEVELOPMENT
02/26/15
REVISIONS:



SHEET TITLE:
LEVEL 0 - OVERALL PLAN

SCALE: 3/32" = 1'-0"

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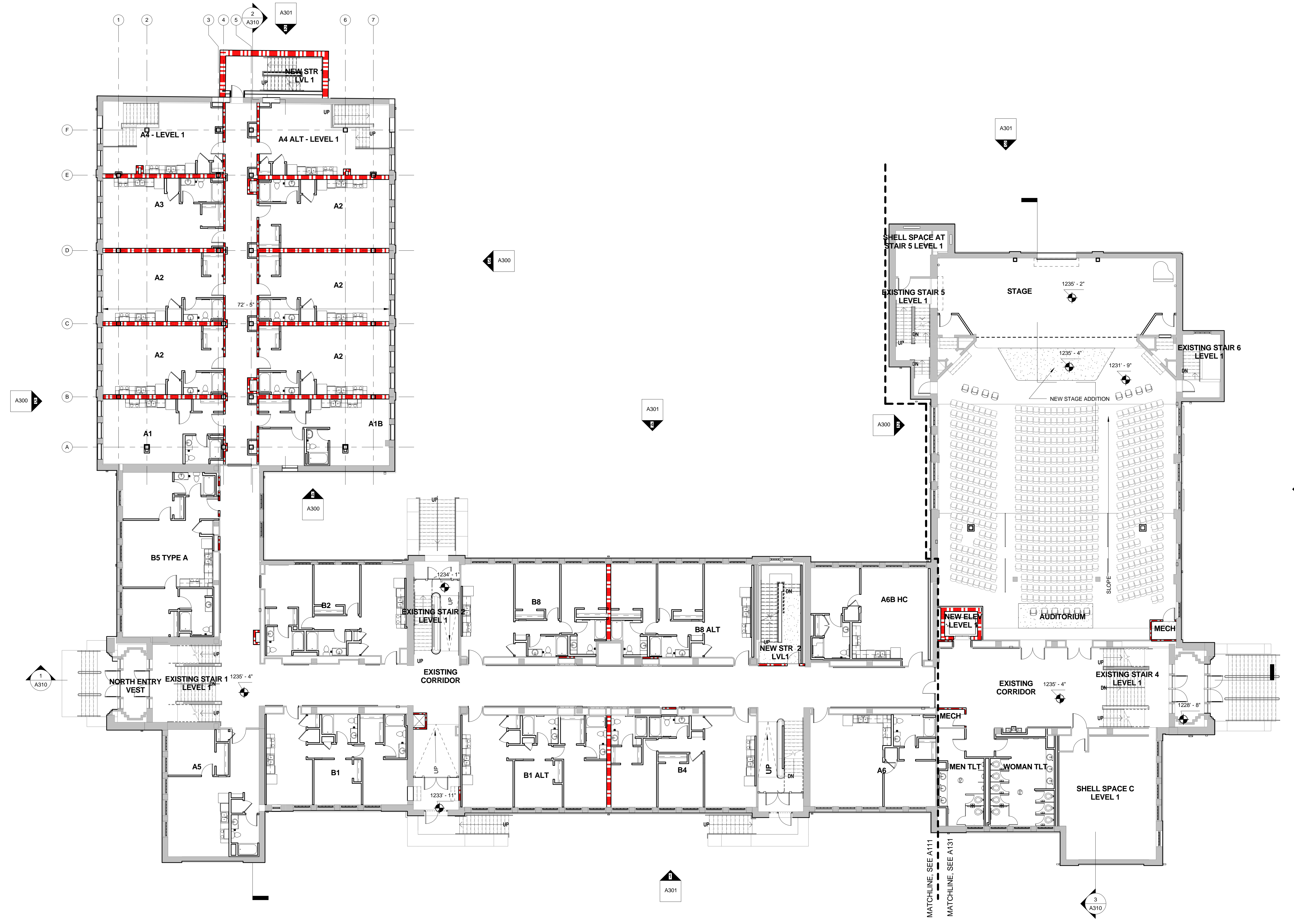
GRAPHIC LEGEND

	EXISTING CONSTRUCTION		MATCHLINE
	EXISTING FLOOR		PROPERTY LINE
	NEW FLOOR		

GENERAL NOTES

1. SEE PARTIAL PLANS FOR MORE DETAILED INFORMATION

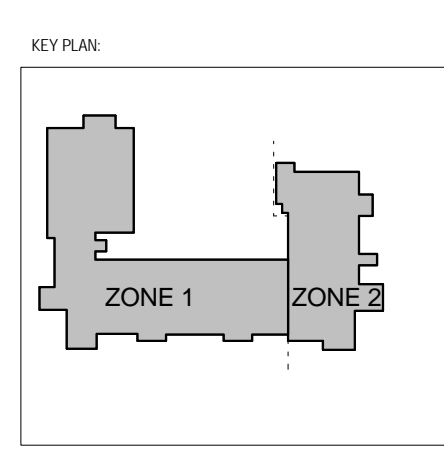
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PROJECT NO:
Proj # 13151

PROJECT TITLE:
PAGE WOODSON SCHOOL
REDEVELOPMENT
HISTORIC BUILDING A
N HIGH AVENUE, OKLAHOMA CITY, OK

PLST DATE:
2/26/2015 1:48:03 PM
ISSUE AND DATE:
DESIGN DEVELOPMENT
02/26/15
REVISIONS:



SHEET TITLE:
LEVEL 1 OVERALL PLAN

SCALE: 3/32" = 1'-0"

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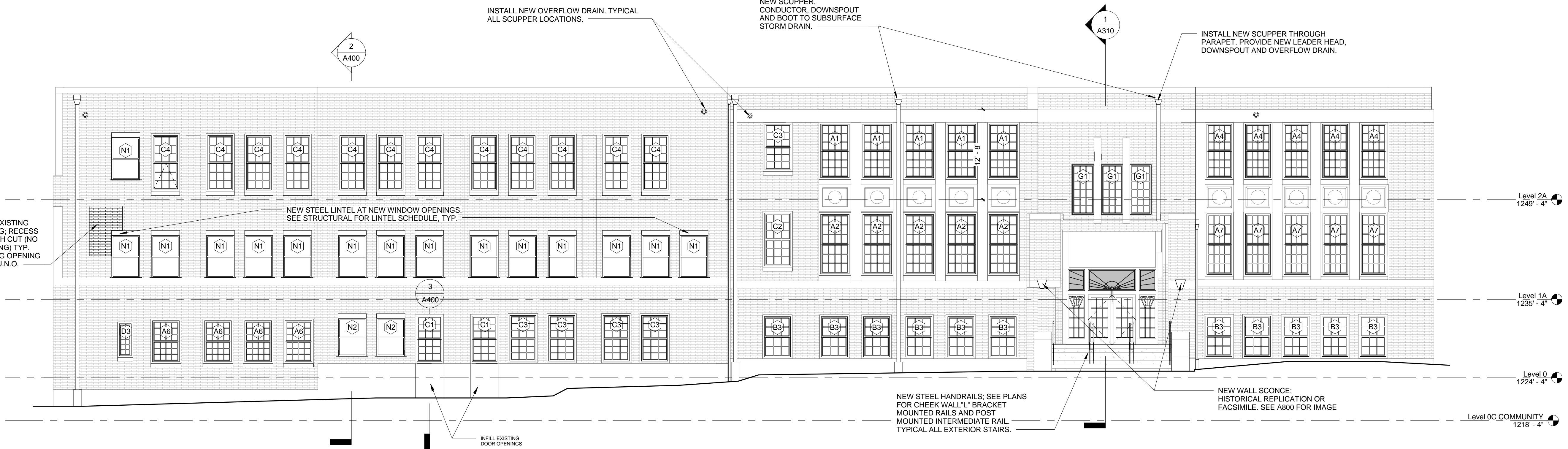
GRAPHIC LEGEND

- EXISTING CONSTRUCTION
- EXISTING FLOOR
- NEW FLOOR
- MATCHLINE
- PROPERTY LINE
- EXISTING RESTORED AUDITORIUM SEATING
- ACCESSIBLE AUDITORIUM SEATING

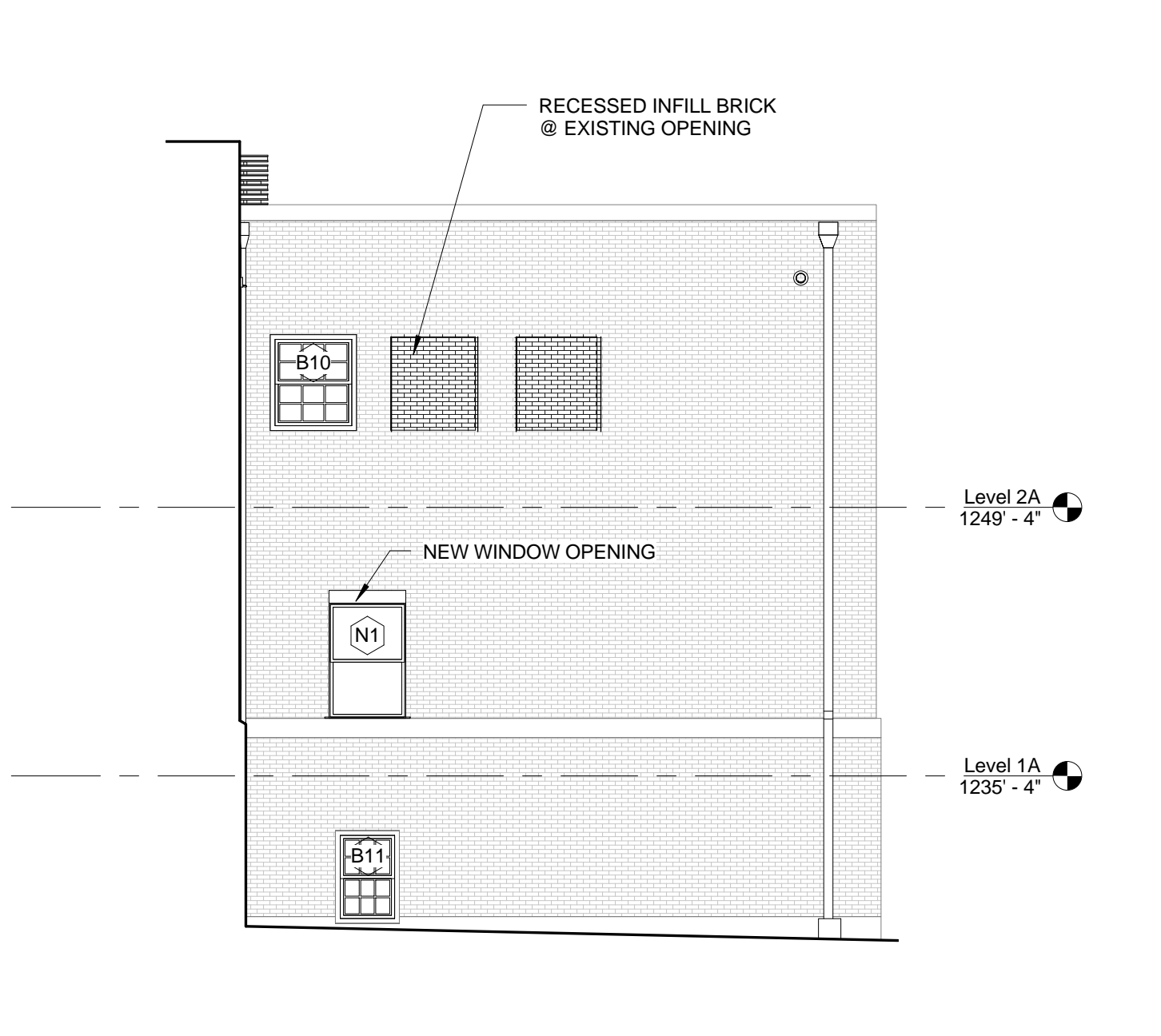
- GENERAL NOTES: ZONE PLANS**
1. SEE SHEET 001 FOR PARTITION TYPES.
 2. REFER TO UNIT PLANS FOR UNIT DIMENSIONS, WALL & DOOR TYPES. SEE A200 SERIES.
 3. SEE 003 FOR DIMENSION STANDARDS.
 4. ALL CORRIDORS IN RESIDENTIAL AREA ARE 1 HR RATED, EITHER EXISTING OR NEW W/AC1, 1 HR EQUIVALENCY TO BE ESTABLISHED FOR EXISTING WALLS.
 5. ALL NEW AND INFILL TENANT DEMISING WALLS ARE D6 (1 HOUR RATED) LINO, 1 HOUR EQUIVALENCY TO BE ESTABLISHED FOR EXISTING WALLS.
 6. INTERIOR CORRIDORS ARE TO BE RESTORED. RETAIN TRIM, MILLWORK, CASING AROUND DOORS, BULLETIN BOARDS, & WINDOWS. SEE A710, A711 FOR DETAILS.
 7. CONTRACTOR TO COORDINATE ALL MEP PENETRATIONS WITH STRUCTURAL IN EXISTING WALLS & FLOORS.
 8. THE BUILDING IS PROTECTED BY FULL NFPA 13 SPRINKLER SYSTEM.
 9. PER IBC 708.2.2, THE HISTORIC STAIRS NOT A PART OF THE MEANS OF EGRESS CAN REMAIN OPEN IF PROTECTED BY A WATER CURTAIN SPRINKLER SYSTEM AND DRAFTSTOP.
 10. WINDOWS IN CORRIDORS TO BE REPLAZED WITH 1/4" PLYWOOD PAINT TRIM, SASH, AND PANES. REPAIR/ REPLACE MISSING MUNTINS TO MATCH ORIGINAL. SPRINKLERS TO BE INSTALLED ON EACH SIDE OF OPENING.
 11. TRANSOMS ABOVE DOORS IN CORRIDOR TO BE INFILLED WITH PAINTABLE PLYWOOD AND SPRINKLER INSTALLED ON EACH SIDE OF THE OPENING.
 12. DOORS LOCATED AT EDGE OF ROOM TO BE LOCATED 4" OFF ADJACENT WALL.
 13. NEW FLOOR LEVELS TO MATCH EXISTING AS NOTED, VIF ALL FLOOR ELEVATIONS.

GENERAL NOTES: ELEVATIONS

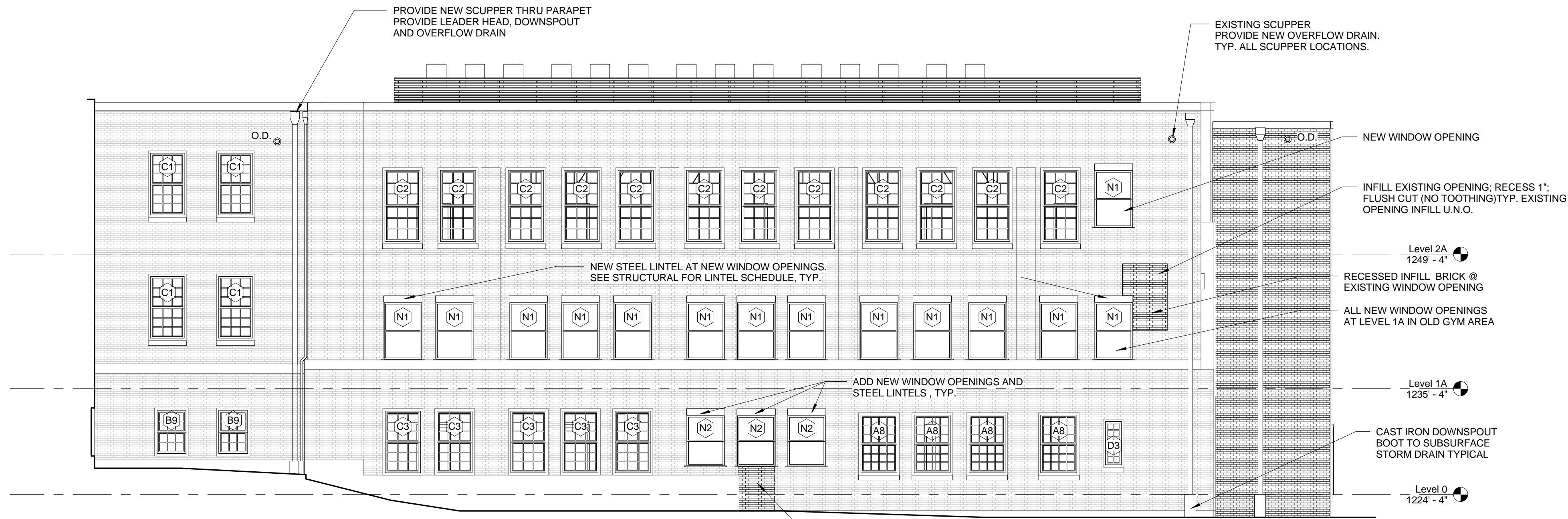
- SEE PLANS FOR DIMENSIONS AND SPECIFIC INSTRUCTIONS FOR NEW OPENING LOCATIONS
- CONTRACTOR TO COORDINATE ALL NEW OPENINGS & MEP PENETRATIONS WITH STRUCTURAL IN EXISTING WALLS & FLOORS.
- ALL EXISTING WINDOWS ARE BEING REPLACED SEE TYPICAL HISTORIC REPLACEMENT NOTE BELOW. WINDOWS IN AUDITORIUM WILL NOT BE OPERABLE. NEW WINDOW OPENINGS HAVE BEEN NOTED ON PLANS.
- EXTERIORS ARE TO BE RESTORED- RETAIN STONE SILLS, TRIM, MILLWORK, CASING AROUND DOORS, MASONRY & STONE ELEMENTS.
- EXTERIOR WORK CONSISTS OF MASONRY AND STONE RESTORATION, CLEANING, REPAIR, JOINT TUCKPOINTING, AND SEALANTS. ALL MASONRY RESTORATION WORK TO BE DONE IN ACCORDANCE WITH THE SECRETARY OF INTERIORS STANDARDS FOR REHABILITATION.
- BRICK MASONRY AND LIMESTONE MORTAR TUCKPOINTING SHALL BE LIMITED TO SPOT TUCKPOINTING OF DETERIORATED MORTAR JOINTS AND REPLACEMENT OF PREVIOUSLY POINTED JOINTS VISUALLY INCONSISTENT WITH ORIGINAL HISTORIC MORTAR. ALL MORTAR SHALL MATCH ORIGINAL IN COMPOSITION, COMPRESSIVE STRENGTH AND COLOR.
- INCLUDE 10% OVERALL BUILDING SURFACE TUCKPOINTING, IN ADDITION TO SPECIFIC LOCATIONS NOTED.
- CONTRACTOR SHALL TEST EXISTING BRICK MASONRY AND MORTAR FOR COMPOSITION AND COMPRESSIVE STRENGTH FOR GUIDANCE IN THE EXTERIOR REPAIRS WORK.
- PROVIDE MASONRY INFILL AT ABANDONED OPENINGS AND NEW STEEL LINTEL OPENINGS FOR NEW WINDOWS AND OPENINGS. INFILL AT HISTORIC ABANDONED OPENINGS TO BE INFILL WITH VERTICAL JOINT MAINTAINED. NO TOOTHING OF MASONRY INFILL EXCEPT FOR MISCELLANEOUS ANACHRONISTIC OPENINGS ABANDONED AND REQUIRED FOR INFILL.
- REPAIR, REFURBISH AND ANCHOR EXISTING ORNAMENTAL SHEET METAL SCUPPERS, CONDUCTORS, DOWNSPOUTS, BRACKETS AND DOWNSPOUT BOOTS, TYPICAL ALL EXISTING DOWNSPOUTS (DS) TIED TO SUBSURFACE STORM DRAIN LINE.
- PROVIDE NEW THRU-WALL SCUPPERS, CONDUCTORS, DOWNSPOUTS (DS) AND DOWNSPOUT BOOTS TIED TO SUBSURFACE STORM DRAIN LINE.
- SEE ROOF PLAN FOR LOCATIONS OF NEW THRU-WALL FACE MOUNTED, OVERFLOW TELLTALE, ADJACENT TO CONDUCTOR HEAD. NOTE: NOT ALL SCUPPER LOCATIONS HAVE OVERFLOW TELLTALES.
- STRIP ALL STEEL LINTELS AT WINDOW OPENINGS. SPOT COLD GALVANIZE DETERIORATED AREAS, BONDO PATCH DETERIORATED STEEL, PRIME AND PAINT.
- REMOVE ALL WINDOWS AT BUILDING. CLEAN AND REPAIR MASONRY OPENING AND PREP FOR NEW ALUMINUM WINDOW INSTALLATION.
- REPAIR CONCRETE STEPS AND RISERS WHERE DETERIORATED. BACK ANGLE SAWCUT MINOR AREAS THAT REQUIRE PATCHING. REPLACE FULL WIDTH TREADS WHERE CRACKS EXCEED 50 PERCENT OF THE TREAD LENGTH.
- SEE PLANS AND DETAILS FOR NEW STEEL HANDRAILS; CHEEK WALL "L" BRACKET MOUNTED RAILS AND POST MOUNTED INTERMEDIATE RAIL, TYPICAL ALL EXTERIOR STAIRS.



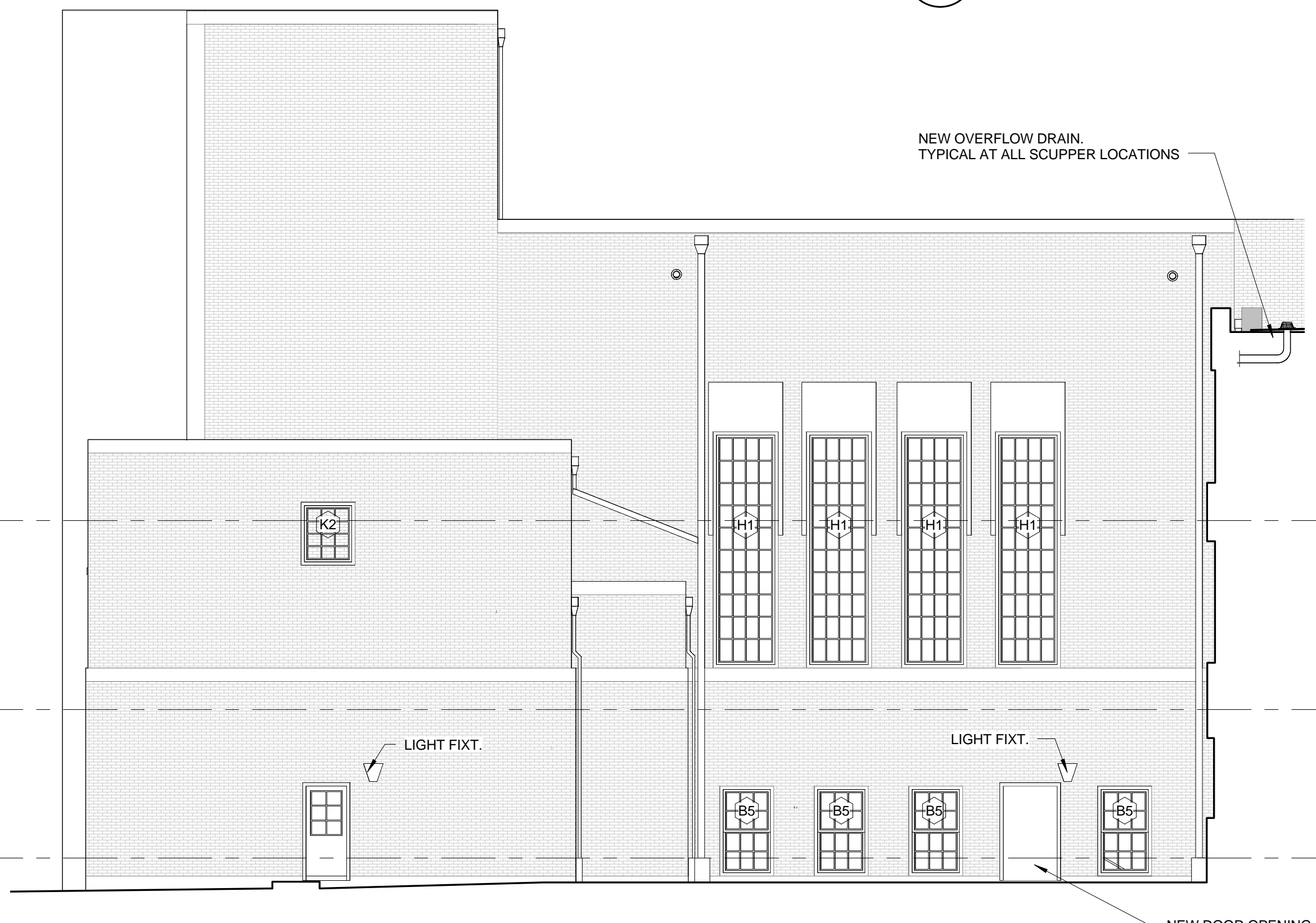
5 NORTH ELEVATION
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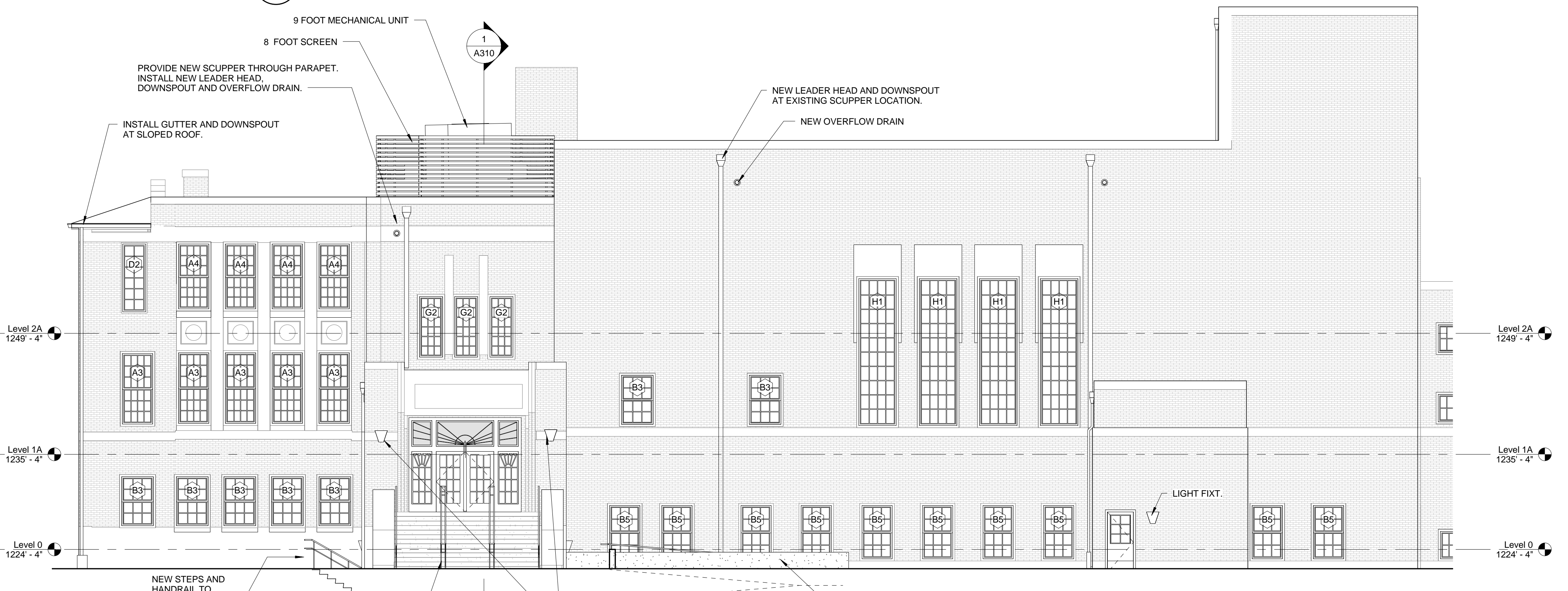
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SCALE: 1/8" = 1'-0"



3 NORTH ELEVATION COURTYARD - GYM
SCALE: 1/8" = 1'-0"



2 SOUTH ELEVATION COURTYARD - AUDITORIUM
SCALE: 1/8" = 1'-0"



1 SOUTH ELEVATION
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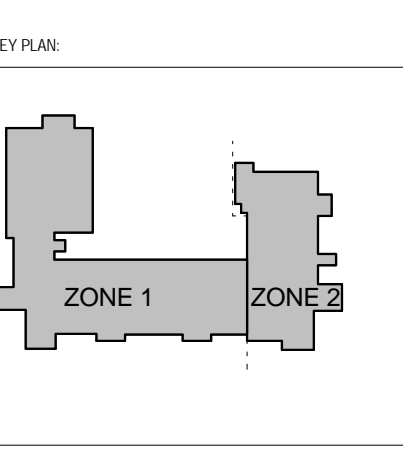
PROJECT NO:
Proj # 13151

PROJECT TITLE:
PAGE WOODSON SCHOOL REDEVELOPMENT HISTORIC BUILDING A
N HIGH AVENUE, OKLAHOMA CITY, OK

PLST DATE:
2/26/2015 3:27:43 PM

ISSUE AND DATE:
DESIGN DEVELOPMENT 02/26/15

REVISIONS:



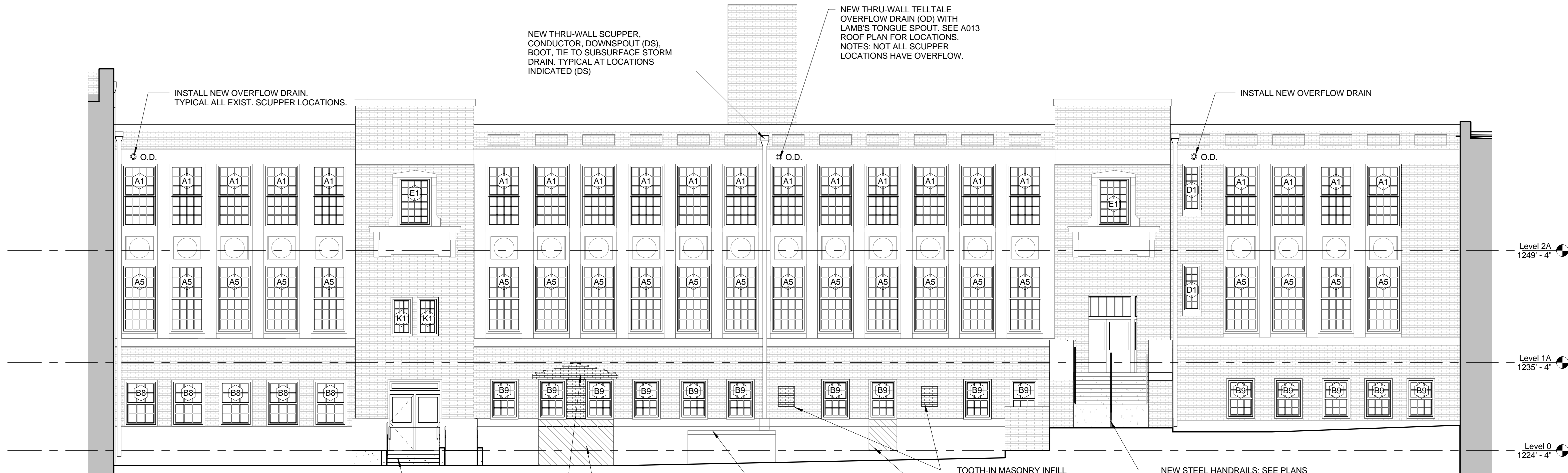
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BUILDING NORTH & SOUTH ELEVATIONS

SCALE: 1/8" = 1'-0"

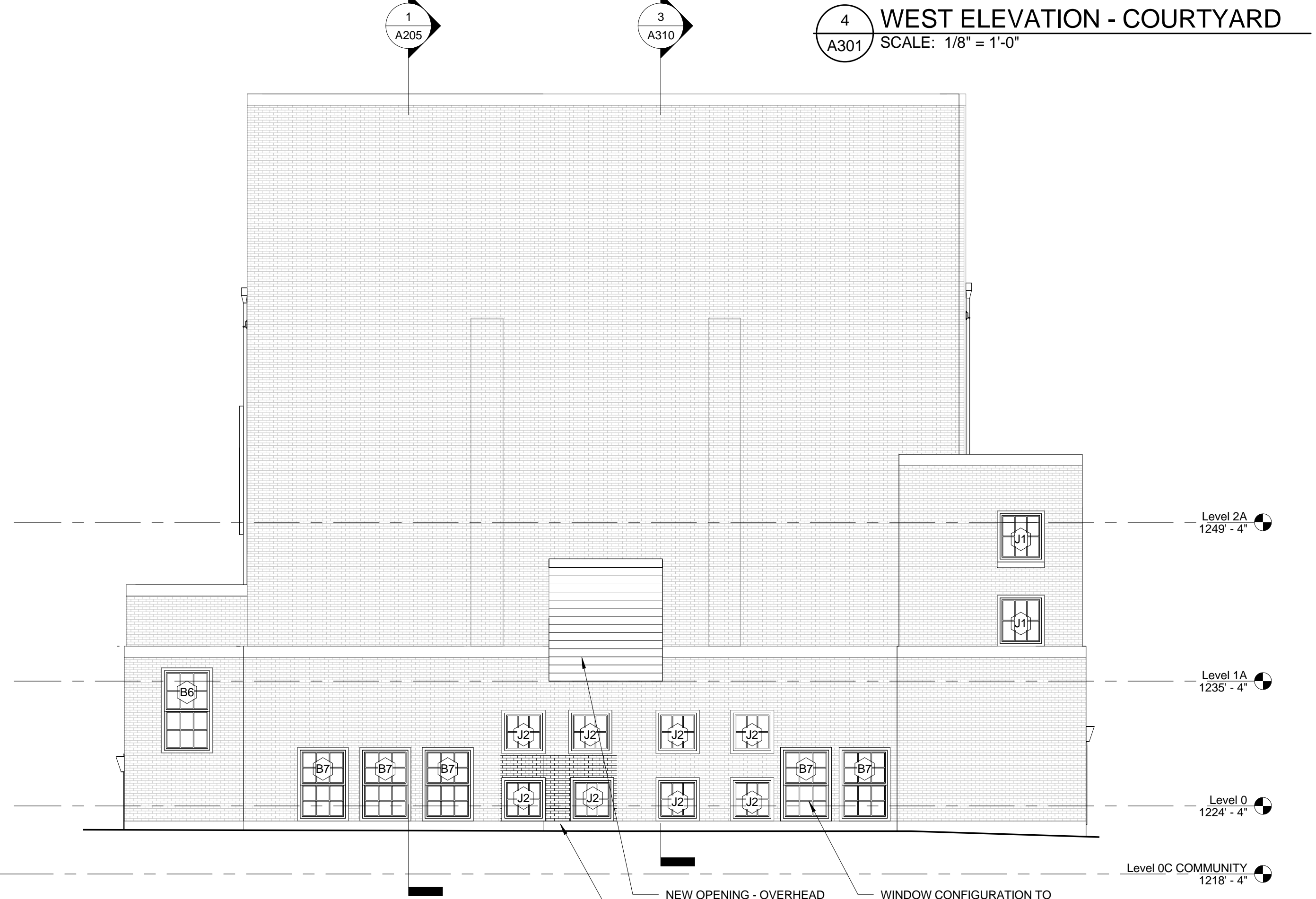
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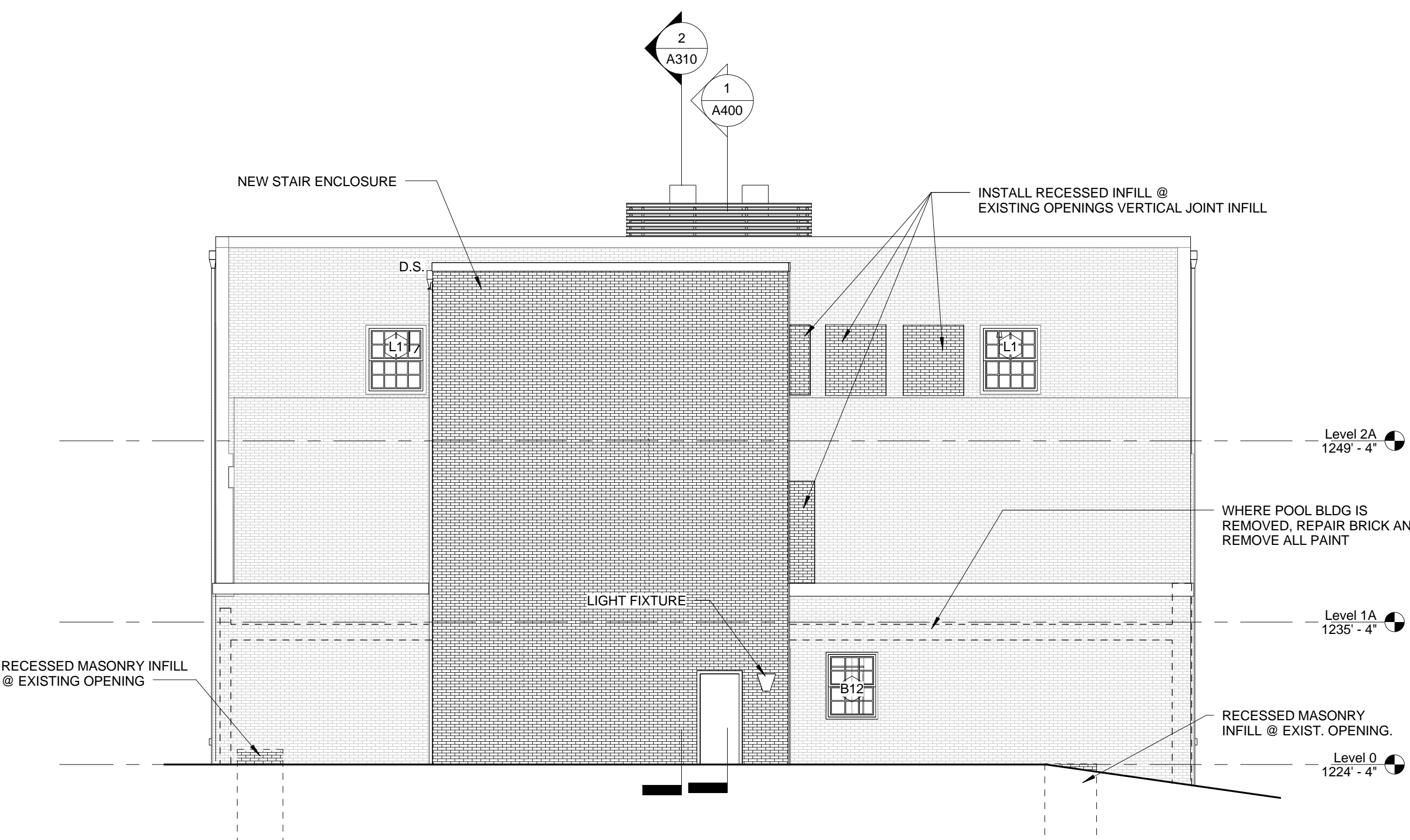
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- CONTRACTOR TO COORDINATE ALL NEW OPENINGS & MEP PENETRATIONS WITH STRUCTURAL IN EXISTING WALLS & FLOORS.
- ALL EXISTING WINDOWS ARE BEING REPLACED SEE TYPICAL HISTORIC REPLACEMENT NOTE BELOW. WINDOWS IN AUDITORIUM WILL NOT BE OPERABLE. NEW WINDOW OPENINGS HAVE BEEN NOTED ON PLANS.
- EXTERIORS ARE TO BE RESTORED- RETAIN STONE SILLS, TRIM, MILLWORK, CASING AROUND DOORS, MASONRY & STONE ELEMENTS
- EXTERIOR WORK CONSISTS OF MASONRY AND STONE RESTORATION, CLEANING, REPAIR, JOINT TUCKPOINTING, AND SEALANTS. ALL MASONRY RESTORATION WORK TO BE DONE IN ACCORDANCE WITH THE SECRETARY OF INTERIORS STANDARDS FOR REHABILITATION.
- BRICK MASONRY AND LIMESTONE MORTAR TUCKPOINTING SHALL BE LIMITED TO SPOT TUCKPOINTING OF DETERIORATED MORTAR JOINTS AND REPLACEMENT OF PREVIOUSLY POINTED JOINTS VISUALLY INCONSISTENT WITH ORIGINAL HISTORIC MORTAR. ALL MORTAR SHALL MATCH ORIGINAL IN COMPOSITION, COMPRESSIVE STRENGTH AND COLOR.
- INCLUDE 10% OVERALL BUILDING SURFACE TUCKPOINTING, IN ADDITION TO SPECIFIC LOCATIONS NOTED.
- CONTRACTOR SHALL TEST EXISTING BRICK MASONRY AND MORTAR FOR COMPOSITION AND COMPRESSIVE STRENGTH FOR GUIDANCE IN THE EXTERIOR REPAIRS WORK.
- PROVIDE MASONRY INFILL AT ABANDONED OPENINGS AND NEW STEEL LINTEL OPENINGS FOR NEW WINDOWS AND OPENINGS. INFILL AT HISTORIC ABANDONED OPENINGS TO BE INFILL WITH VERTICAL JOINT MAINTAINED. NO TOOTHING OF MASONRY INFILL EXCEPT FOR MISCELLANEOUS ANACHRONISTIC OPENINGS ABANDONED AND REQUIRED FOR INFILL.
- REPAIR, REFURBISH AND ANCHOR EXISTING ORNAMENTAL SHEET METAL SCUPPERS, CONDUCTORS, DOWNSPOUTS, BRACKETS AND DOWNSPOUT BOOTS. TYPICAL ALL EXISTING SCUPPER LOCATIONS.
- PROVIDE NEW THRU-WALL SCUPPERS, CONDUCTORS, DOWNSPOUTS (DS) AND DOWNSPOUT BOOTS TIED TO SUBSURFACE STORM DRAIN LINE.
- SEE ROOF PLAN FOR LOCATIONS OF NEW THRU-WALL FACE MOUNTED, OVERFLOW TELLTALE, ADJACENT TO CONDUCTOR HEAD. NOTE: NOT ALL SCUPPER LOCATIONS HAVE OVERFLOW TELLTALES.
- STRIP ALL STEEL LINTELS AT WINDOW OPENINGS; SPOT COLD GALVANIZE DETERIORATED AREAS, BONDO PATCH DETERIORATED STEEL, PRIME AND PAINT.
- REMOVE ALL WINDOWS AT BUILDING. CLEAN AND REPAIR MASONRY OPENING AND PREP FOR NEW ALUMINUM WINDOW INSTALLATION.
- REPAIR CONCRETE STEPS AND RISERS WHERE DETERIORATED. BACK ANGLE SAWCUT MINOR AREAS THAT REQUIRE PATCHING. REPLACE FULL WIDTH TREADS WHERE CRACKS EXCEED 50 PERCENT OF THE TREAD LENGTH.
- SEE PLANS AND DETAILS FOR NEW STEEL HANDRAILS, CHEEK WALL "L" BRACKET MOUNTED RAILS AND POST MOUNTED INTERMEDIATE RAIL. TYPICAL ALL EXTERIOR STAIRS.



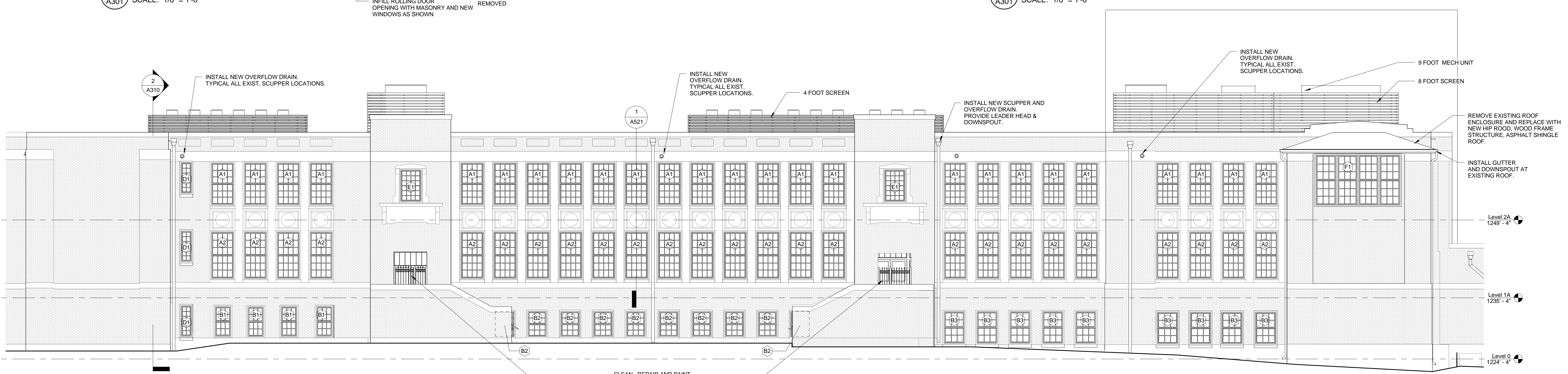
4 WEST ELEVATION - COURTYARD
SCALE: 1/8" = 1'-0"



3 EAST ELEVATION AUDITORIUM
SCALE: 1/8" = 1'-0"



2 EAST ELEVATION GYM
SCALE: 1/8" = 1'-0"

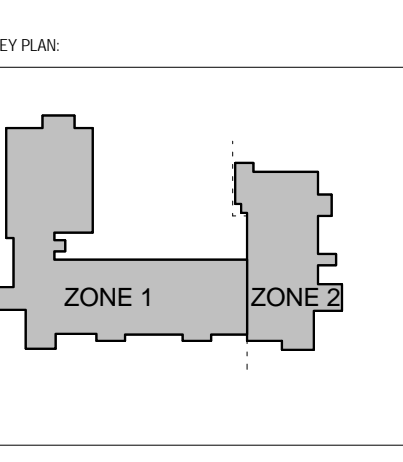


1 WEST ELEVATION
SCALE: 1/8" = 1'-0"

PROJECT NO: **Proj # 13151**

PROJECT TITLE: **PAGE WOODSON SCHOOL REDEVELOPMENT HISTORIC BUILDING A**
N HIGH AVENUE, OKLAHOMA CITY, OK

POST DATE: 2/26/2015 3:28:05 PM
ISSUE AND DATE: DESIGN DEVELOPMENT 02/26/15
REVISIONS:



SHEET TITLE: **BUILDING EAST & WEST ELEVATIONS**

SCALE: 1/8" = 1'-0"

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A301

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NOT FOR CONSTRUCTION

**PRELIMINARY
NOT FOR CONSTRUCTION**

Page Woodson - Building B
600 North Stonewall Avenue
OKLAHOMA CITY, OK

Design by: HB
Drawn by: DH, NH
Review by:

Date: 04-30-2015
Submission: Revised SD

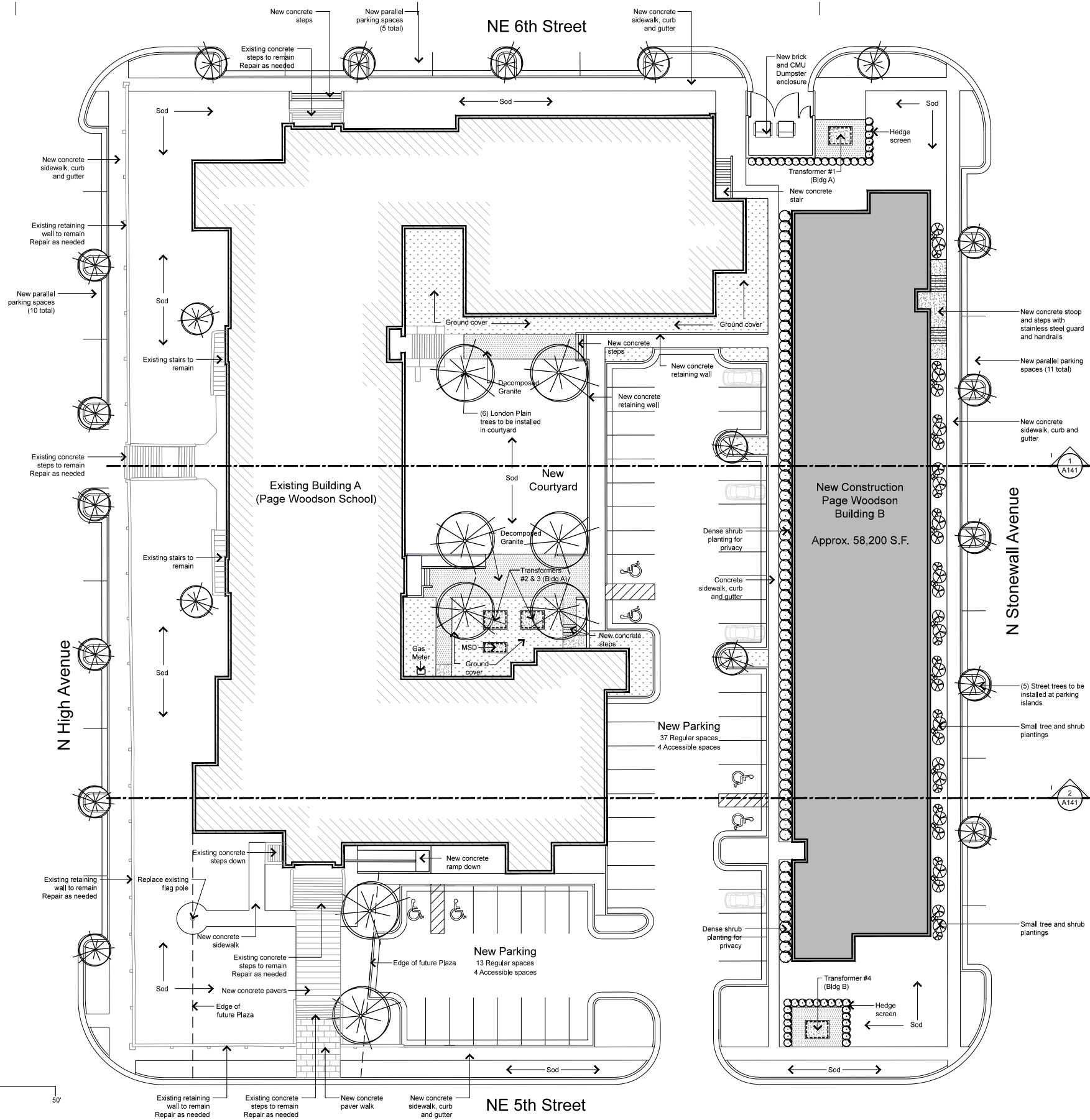
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Drawing Title:

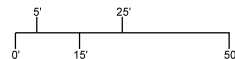
SITE PLAN

Sheet No.

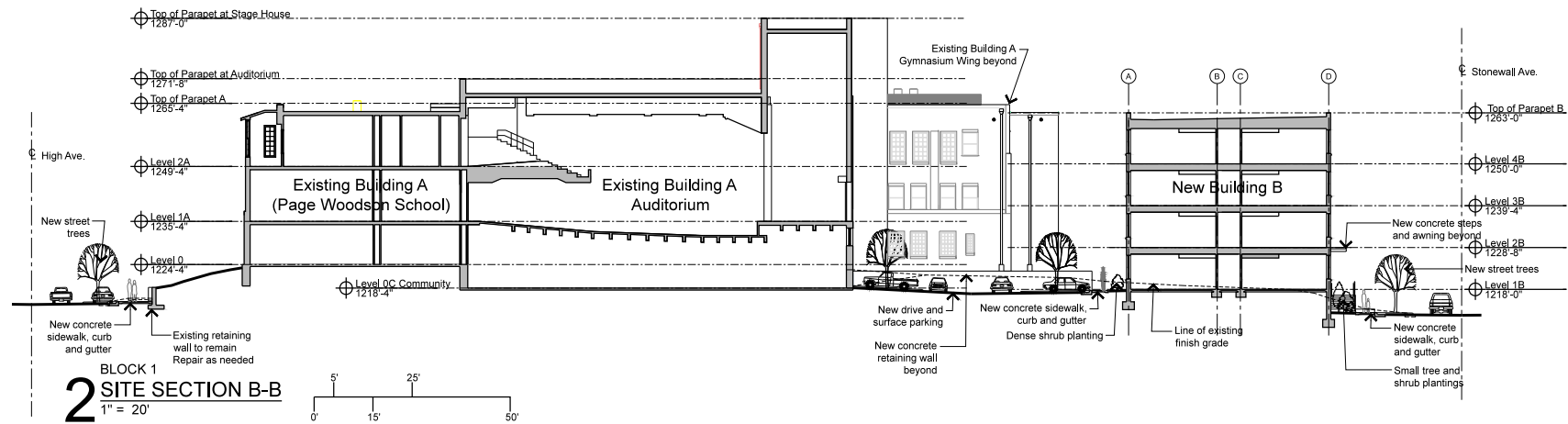
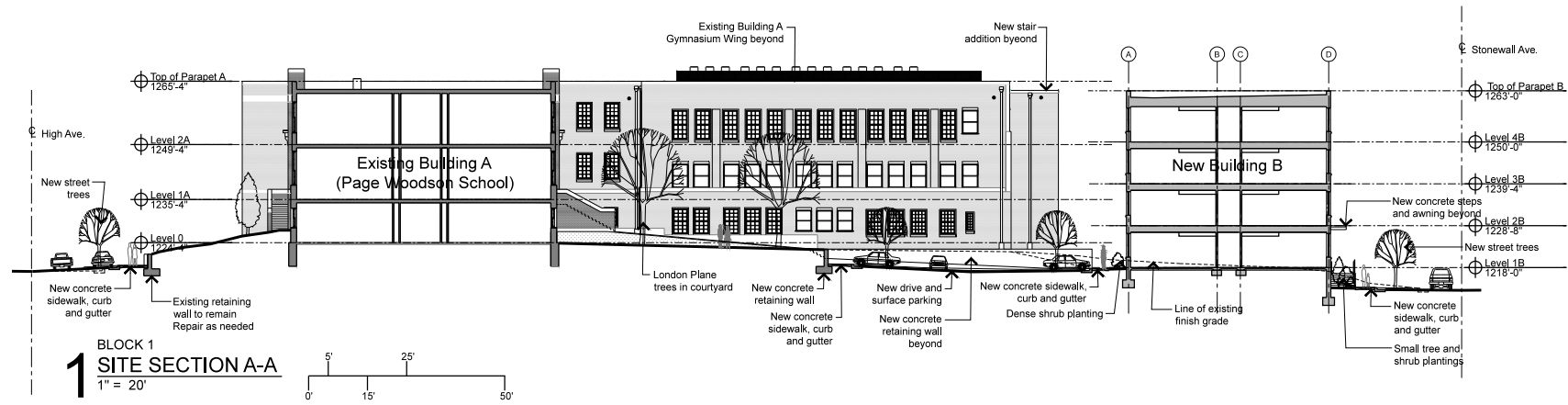
A111



**BLOCK 1
SITE PLAN**
1" = 20'



PRELIMINARY
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Page Woodson - Building B
600 North Stonewall Avenue
OKLAHOMA CITY, OK

Design by: HB
Drawn by: DH, NH
Review by:

Date: 04-30-2015
Submission: Revised SD

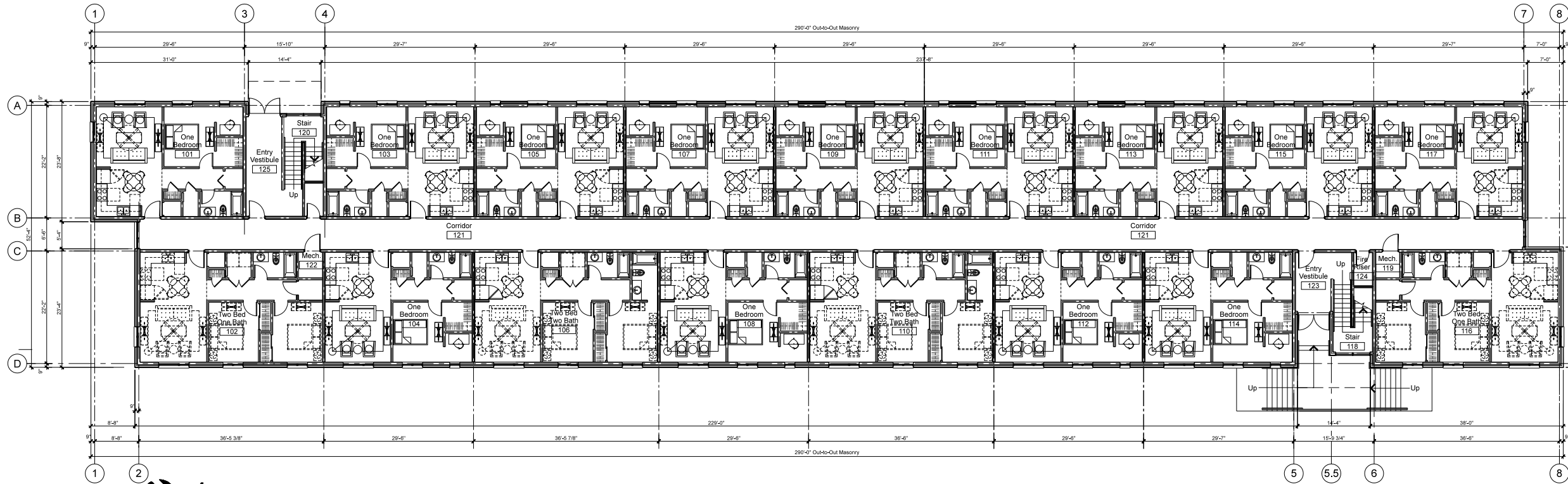
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SITE SECTIONS

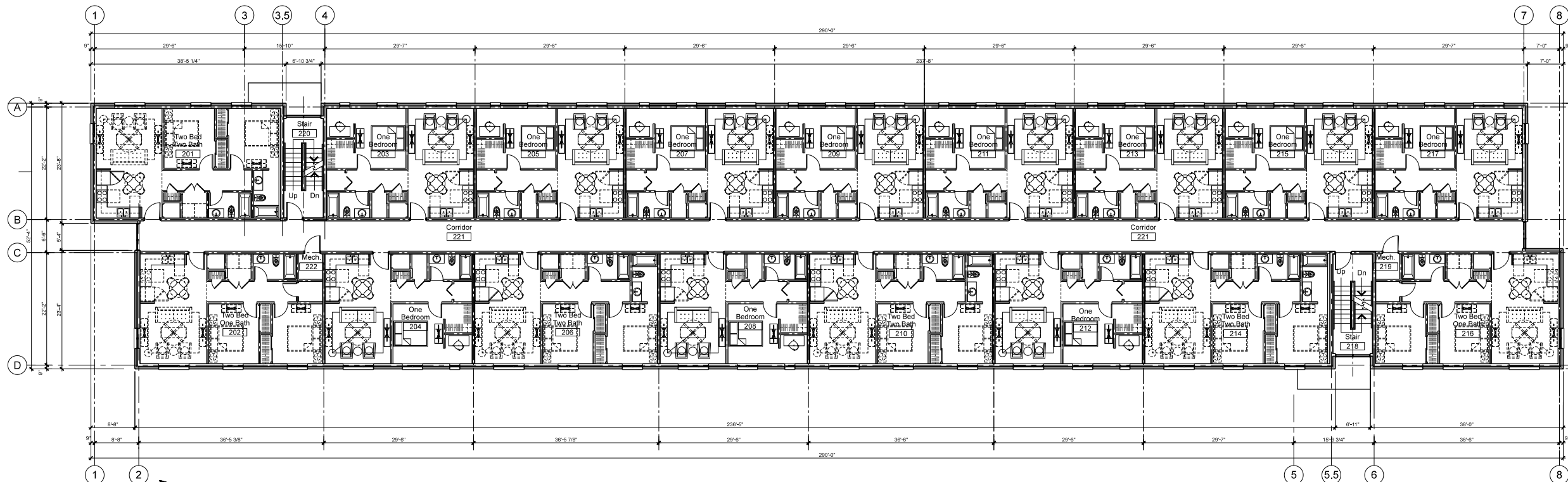
Sheet No.
A141



PRELIMINARY
NOT FOR CONSTRUCTION



1 Reference Plan - First Floor
3/32" = 1'



2 Reference Plan - Second Floor
3/32" = 1'

Page Woodson - Building B
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OKLAHOMA CITY, OK

Design by: HB
Drawn by: DH, NH
Review by:

Date: 04-30-2015
Submission: Revised SD

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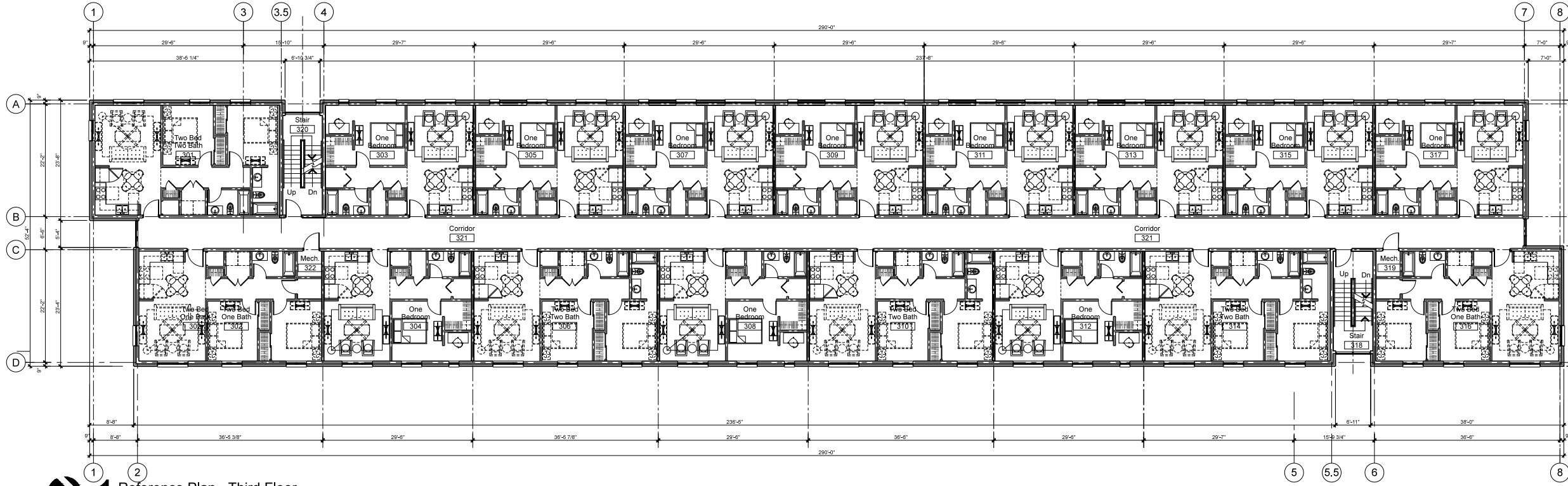
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REFERENCE PLANS

Sheet No.

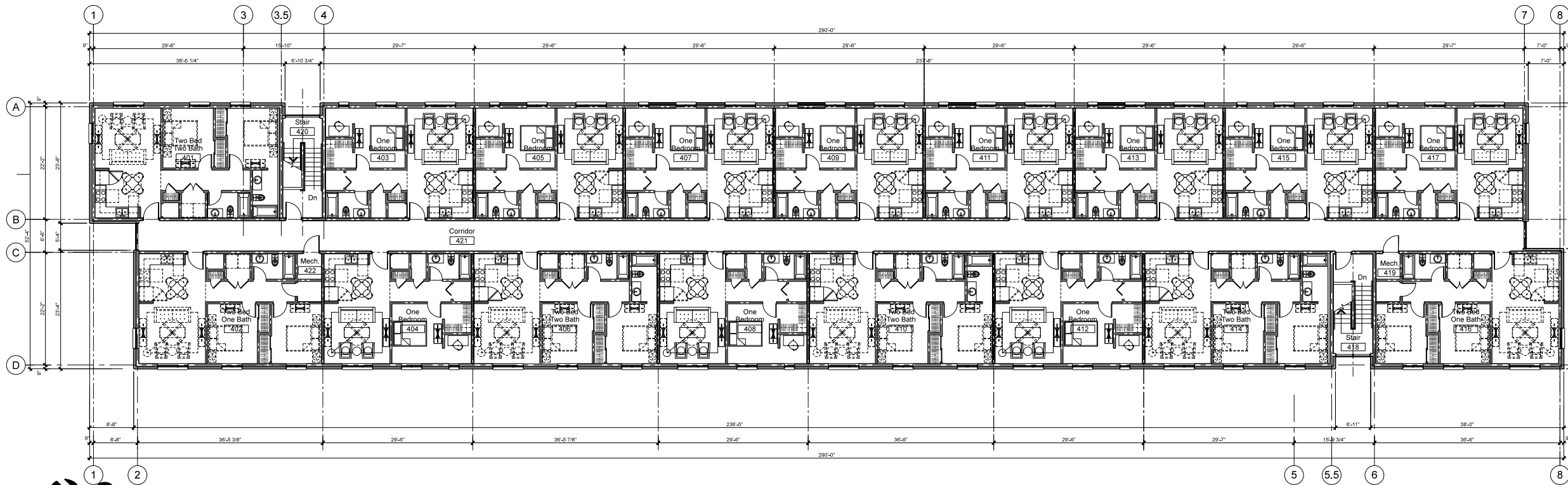
A211



PRELIMINARY
NOT FOR CONSTRUCTION



1 Reference Plan - Third Floor
3/32" = 1'



2 Reference Plan - Fourth Floor
3/32" = 1'

Page Woodson - Building B
600 North Stonewall Avenue
OKLAHOMA CITY, OK

Design by: HB
Drawn by: DH, NH
Review by:

Date: 04-30-2015
Submission: Revised SD

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A212



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Review by:

Date: 04-30-2015
Submission: Revised SD

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Drawing Title:
BUILDING
ELEVATIONS

Sheet No.

A301



1 East Elevation



2 South Elevation



3 North Elevation



4 West Elevation

OKLAHOMA CITY

**URBAN
RENEWAL
AUTHORITY**

To: Board of Commissioners
From: Catherine O'Connor, Executive Director
Date: May 13, 2015
Ref: Resolution Approving the Addition of Three Appraisers to the Approved Vendors List for the Period From November 4, 2014 Through December 31, 2015 as Approved Providers of Independent Appraisal Services; Confirming the Executive Director's Authority to Issue Additional Invitations for Proposals and Requests for Qualifications for Professional Services; and Approving a Contract with Real Property Services Inc. to Provide Independent Appraisal Services to Assist with the Implementation of the Core to Shore Urban Renewal Project.

Background: At the November 2014 Board meeting, a Preferred Vendor List was adopted for professional and technical services frequently used by OCURA. This enables staff to quickly procure services since firms have been prescreened and determined qualified to do the work. The vendor lists will be updated annually to allow for vendor price adjustments and to allow new vendors to be considered for Preferred Vendor status.

It has become apparent that outside of the annual procurement update of the vendor list, OCURA occasionally needs a new service or would like to expand its list of vendors to serve the needs of a particular activity. This resolution would grant the executive director the authority to advertise and select additional vendors, if the need arises.

Due to the need to expand the list of appraisers on the Approved Vendor list, staff recently issued an RFP for that purpose and is recommending three additional firms be added to the list.

Summary of Agenda Item: Granting the Executive Director Authorization to Issue Additional Invitations for Proposals and/or Request for Qualifications for Professional Services as the need arises and adding Donald Wade and Associates, J.W. Hoyt and Associates and Real Property Associates (Richard Riley) to the vendor list for Independent Appraisers and approving a contract with Real Property Associates.

Recommendation: Approval of Resolution

Attachments: Contract with Real Property Associates

RESOLUTION NO. _____

RESOLUTION APPROVING THE ADDITION OF THREE APPRAISERS TO THE APPROVED VENDORS LIST FOR THE PERIOD FROM NOVEMBER 4, 2014 THROUGH DECEMBER 31, 2015 AS APPROVED PROVIDERS OF INDEPENDENT APPRAISAL SERVICES; CONFIRMING THE EXECUTIVE DIRECTOR'S AUTHORITY TO ISSUE ADDITIONAL INVITATIONS FOR PROPOSALS AND REQUESTS FOR QUALIFICATIONS FOR PROFESSIONAL SERVICES; AND APPROVING A CONTRACT WITH REAL PROPERTY SERVICES, INC. TO PROVIDE INDEPENDENT APPRAISAL SERVICES TO ASSIST WITH THE IMPLEMENTATION OF THE CORE TO SHORE URBAN RENEWAL PROJECT

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

WHEREAS, on March 2, 2010, the City Council of The City of Oklahoma City approved the Core to Shore Urban Renewal Plan in accordance with the Oklahoma Urban Redevelopment Law and authorized the Authority to carry out the Core to Shore Urban Renewal Plan; and

WHEREAS, the Authority is engaged in the implementation of the Core to Shore Urban Renewal Plan for the redevelopment of approximately 692 acres of land into a vibrant urban neighborhood that connects the Central Business District to the Oklahoma River and is a welcoming place for the entire community; and

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

WHEREAS, the Board of Commissioners have heretofore vested the position of Executive Director of the Authority with the responsibilities for the administrative affairs of the Authority; and

WHEREAS, it is appropriate and desirable to provide the Executive Director with the support of professional services from individuals or firms with the expertise and experience to assist in the implementation of the urban renewal plans that the Authority is implementing; and

WHEREAS, the Board of Commissioners has authorized a public, competitive procurement process to select quality professional services providers and has complied with applicable procurement policies and regulations in connection with sources of funding; and

WHEREAS, the Authority has used the responses from the solicited invitations to create a list of preferred professional services providers from which the Authority may select such

providers, to be taken from the responses to the invitations for proposals and requests for qualifications; and

WHEREAS, the Authority has provided notice of a Request for Proposals of qualified appraisers to be included on the Authority's preferred vendor list, to which the following qualified appraisers responded: (1) Central Resource Management Corp. (doing business as "Donald Wade and Associates, Inc."), (2) James W. Hoyt (an individual doing business as "J.W. Hoyt and Associates), and (3) Real Property Services, Inc.; and

WHEREAS, it is appropriate and desirable for the Board of Commissioners to incorporate all three responders to the list of approved vendors as qualified providers of independent appraisal services; and

WHEREAS, it is also appropriate and desirable for the Board of Commissioners to approve a contract with Real Property Services, Inc. for independent appraisal services to assist the Authority with the implementation of the Core to Shore Urban Renewal Plan.

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

1. The Approved Vendor's List for the period November 4, 2014 through December 31, 2015, as shown in Schedule A to this Resolution, is hereby amended to include the following vendors as qualified and approved providers of independent appraisal services:
 - a. Central Resource Management Corp. (doing business as "Donald Wade and Associates, Inc.");
 - b. James W. Hoyt (an individual doing business as "J.W. Hoyt and Associates); and
 - c. Real Property Services, Inc.
2. The Executive Director is authorized to issue additional invitations for proposals and requests for qualifications for professional services that she believes are necessary to assist the Authority with the implementation of the urban renewal plans the Authority is responsible for implementing.
3. The Contract for Independent Appraisal Services with Real Property Services, Inc. is hereby approved and the Executive Director is authorized to execute such contract.
4. The Executive Director, with the advice and assistance of Legal Counsel, is authorized to enter into professional services agreements with the professional service providers listed on the Approved Vendor's List.

5. The authorizations in this resolution shall not create any legal obligation for the Authority to enter into contracts with the professional services providers on the Approved Vendor's List.
6. The Executive Director, Legal Counsel, and officers and staff of the Authority are authorized and directed to prepare and execute such documents, letters, and authorizations as may be appropriate and desirable to implement this resolution.
7. The Officers, Executive Director, and Legal Counsel of the Authority are authorized and directed to take such actions and approve and execute such documents as may be necessary or appropriate to implement provisions of the MAPS 3 Implementation and Coordination Agreement for the Core to Shore Area, as amended, and to assist in undertaking the performance and implementation of the MAPS 3 Implementation and Coordination Agreement for the Core to Shore Area, as amended, in accordance with the Core to Shore Urban Renewal Plan.

I, _____, Secretary of the Board of Commissioners for the Oklahoma City Urban Renewal Authority, certify that the foregoing Resolution No. _____ was duly adopted at a **special** meeting of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, held at its offices at 105 N. Hudson, Suite 101, Oklahoma City, Oklahoma 73102, on the **13th** day of **May, 2015**; that said meeting was held in accordance with the By-Laws of the Authority and the Oklahoma Open Meeting Act; that any notice required to be given of such meeting was properly given; that a quorum was present at all times during said meeting; and that the Resolution was duly adopted by a majority of the Commissioners present.

SECRETARY

(SEAL)

Schedule A

2014 – 2015 Professional Services Vendor Lists

1. Architecture, City Planning, Urban Design and Landscape Architecture

Miles Associates
Butzer Gardner
Rogers Partners
HFSD
Gateway Planning
RTKL

2. Civil Engineering and Traffic Studies

Cardinal
Johnson & Associates
TEC
FSB
MacArthur
Tetra Tech
Triad Design Group

3. Land Surveying

Lemke
CEC
Bob Manley
Johnson & Associates

4. Appraisals

Real Estate Technical Services
RC Borders
Bradford Black
Schmook Appraisal Company
Stacy and Associates
James W. Hoyt, d/b/a J.W. Hoyt and Associates
Central Resource Management Corp, d/b/a Donald Wade and Associates, Inc.
Real Property Services, Inc.

5. Title Examination and Title Insurance Services

American Eagle

Oklahoma City Abstract and Title

Renewal of vendor lists will occur on an annual basis to allow for competition and fee price adjustment. Due to the end of the calendar year, it is proposed to have these vendors' lists run from November 4, 2014 – December 31, 2015. There after the lists will run from January 1 – December 31 annually.

CONTRACT FOR INDEPENDENT APPRAISAL SERVICES

This Contract for Independent Appraisal Services (“Contract”) is entered into by and between the Oklahoma City Urban Renewal Authority, a public body corporate (“OCURA”), and Real Property Services, Inc. (“Appraiser”), as an independent contractor, effective as of the ____ day of May, 2015.

WITNESSETH:

WHEREAS, The City of Oklahoma City (“The City”) has approved the Core to Shore Urban Renewal Plan, which is an urban renewal plan as defined under the Oklahoma Urban Redevelopment Law, 11 O.S. §§ 38-101, *et seq.*; and

WHEREAS, OCURA is a public body corporate created pursuant to the Oklahoma Urban Redevelopment Law, authorized to exercise its powers pursuant to resolution of the City Council of The City of Oklahoma City and the Core to Shore Urban Renewal Plan; and

WHEREAS, the Core to Shore Urban Renewal Plan states that OCURA shall carry out relocation activities in accordance with the Oklahoma Urban Redevelopment Law, the Core to Shore Urban Renewal Plan, and the adopted Policies and Procedures for Residential and Commercial Acquisition and Relocation Services of The City of Oklahoma City and the Oklahoma City Urban Renewal Authority for the Core to Shore Urban Renewal Area (“Policies and Procedures”); and

WHEREAS, the Policies and Procedures have been approved and adopted by The City and OCURA; and

WHEREAS, in accordance with the Policies and Procedures, OCURA requires the services of an independent appraiser to provide real estate appraisal services to supplement the staff and consultants of OCURA and The City; and

WHEREAS, the Appraiser represents that he is fully qualified to perform such services and will furnish such services personally; and

WHEREAS, the services provided under this Contract are necessary to achieve the purposes of the Core to Shore Urban Renewal Plan.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree to the following:

I. Basic Services and Scope of Work. The Appraiser is hereby engaged to perform the following work, consistent with good appraiser practices and in accordance with the Policies and Procedures, which are intended to be generally consistent with the Uniform Standards of Professional Appraisal Practice (USPAP):

A. All of the tasks and services as set out herein, including but not limited to the following:

1. OCURA will assign to the Appraiser one or more parcels to be appraised. Such assignments may be made one or more parcel at a time or several separate assignments may be made over a period of time.

2. The Appraiser will maintain an unwavering commitment to provide all individuals whose property is acquired pursuant to the Core to Shore Urban Renewal Plan fair, respectful, and consistent treatment, just compensation, and due process.

3. The Appraiser will prepare pre-appraisal contact forms, appraisals, and appraisal reports as outlined in the Policies and Procedures and generally in accordance with USPAP. Such reports will detail the methodology used in arriving at the fair market value offer. Such reports will be submitted to OCURA and the designated review appraiser for review.

4. The Appraiser will grant the property owner or his/her designated representative the opportunity to accompany the Appraiser on the inspection to establish the value of the property to be acquired.

5. The Appraiser will review and use, to the extent appropriate, the Sales and Rental Database to be provided by OCURA.

6. The Appraiser will review and use, to the extent appropriate, the suggested appraisal form to be provided by OCURA.

7. The Appraiser will perform the appraisal inspection to identify the real estate and distinguish what is to be considered personal property.

8. The Appraiser will maintain a detailed log of contacts with property owners.

9. The Appraiser will assist in the completion of a summary statement of the basis of just compensation.

10. The Appraiser will provide appraisals and appraisal reports that meet the following requirements:

a. An adequate description of the physical characteristics of the property being appraised (and, in the case of a partial acquisition, an adequate description of the remaining property), including items identified as personal property, a statement of the known and observed encumbrances, if any, title information, location, zoning, present use, an analysis of highest and best use, and at least a 5-year sales history of the property.

b. All relevant and reliable approaches to value consistent with established appraisal practices. If the Appraiser uses more than one approach, there shall be an analysis and reconciliation of approaches to value used that is sufficient to support the Appraiser's opinion of value.

c. A description of comparable sales, including a description of all relevant physical, legal, and economic factors such as parties to the transaction, source and method of financing, and verification, at a minimum, of the public records and, if possible, by a party involved in the transaction.

d. A statement of the value of the real property to be acquired and, for a partial acquisition, a statement of the value of the damages and benefits, if any, to the remaining real property, where appropriate.

e. The effective date of valuation, date of appraisal, signature, and certification of the Appraiser.

f. The Appraiser will work closely with and report to the designated review appraiser, with reviews of each appraisal to be performed by that review appraiser.

g. To ensure expediency, initial interviews by the designated acquisition and relocation services firm of those that may be displaced will be conducted while appraisal inspections are being made, if possible.

h. If condemnation is required, the Appraiser will provide the necessary documents to The City and/or OCURA for the commencement of necessary condemnation filings. The Appraiser will work with The City and/or OCURA throughout the condemnation process, including providing testimony when requested, to facilitate a fair and quick resolution of the acquisition of the property. Such work will be billed separately at the hourly rate reflected in Exhibit 2.

i. The Appraiser will coordinate and work with The City and OCURA, their attorneys, and their consultants, including specifically, but not limited to, the designated review appraiser, the designated acquisition and relocation services firm, the designated title services company, and the designated surveyor company.

j. The Appraiser will regularly update The City and OCURA and the designated review appraiser on what actions are underway. The Appraiser will meet with The City and OCURA and/or the review appraiser as needed and upon request to review project activities. This meeting will serve to review the project schedule, issues related to acquisitions which may require special attention, or any other issues that require discussion and/or resolution.

k. The Appraiser will provide status reports as requested by the designated review appraiser.

II. Payment for Independent Appraisal Services.

A. Under the terms of this Contract, the Appraiser agrees to perform the work described in Article I of this Contract, and OCURA agrees to pay the Appraiser as compensation for such services at the per parcel rate designated in the Parcel Rate Schedule, attached hereto as Exhibit 1 or, where applicable, the hourly rate specified in the Hourly Rate Schedule, attached hereto as Exhibit 2. The parcel designations shall be made by OCURA in its notice to proceed. The notice to proceed shall specify the assignment, the property or properties to be appraised, the fee, and the time for completion. Once the Appraiser accepts and completes the assignment, the Appraiser shall submit the appraisal and an invoice to the review appraiser. Invoices for hourly work performed pursuant to Section I.A.10.h. of this Contract shall be submitted monthly.

B. Invoices shall meet the standards of quality as established under this Contract. OCURA agrees to pay the Appraiser, as compensation for such appraisal services listed herein, in accordance with the Parcel Rate Schedule. Invoices shall be prepared by the Appraiser and be accompanied by all supporting data required by OCURA. Payment of any invoice for any work or services may not be deemed to be recognition of satisfactory performance of said work or services or a waiver of any right of OCURA or any obligation of the Appraiser should it be determined later that said work or services were negligently performed or provided or were not performed or provided in accordance with the standards required by this Contract.

C. The Appraiser shall present two (2) copies of the invoice to OCURA for compensation and payment. OCURA will review the invoice. Should OCURA question or request additional documentation or disapprove all or a portion of any invoice, the Appraiser will be notified so that it may provide additional documentation sufficient to permit the invoice to be paid, in whole or in part.

D. Final payment shall not be deemed to waive any rights or obligations of the parties to this Contract.

E. The City shall incur no financial responsibility under this Contract.

III. Indemnity and Insurance.

A. The Appraiser shall provide OCURA the following indemnity and insurance:

1. The Appraiser agrees to release, defend, indemnify, and save harmless OCURA, The City, and their officers, agents, and employees (i) from and against any and all loss of or damage to property or injuries to or death of any person or persons; and (ii) from and against any and all claims, damages, suits, costs, expense, liability, actions, or proceedings of any kind of nature whatsoever caused by the wrongful acts of the Appraiser in connection with this Contract, including, but not limited to the foregoing acts and omissions of the Appraiser's

officers, employees, representatives, suppliers, invitees, contractors, or agents. Provided, however, the Appraiser shall not be liable hereunder for any loss occasioned by the wrongful acts of OCURA or The City or their officers, agents, and employees. This indemnity provision does not apply to Workers' Compensation claims by OCURA or City employees. OCURA and The City will give the Appraiser prompt notice of any claims. The minimum insurance requirements set forth below shall not be deemed to limit or define the obligations of the Appraiser hereunder.

2. The Appraiser shall obtain and maintain insurance written with an insurance company acceptable to OCURA for the coverages and amounts of coverages not less than those set forth below, and shall provide certificates to evidence such coverage to OCURA within twenty (20) days of the effective date of this Contract. Such certificates shall provide that there may be no termination, non-renewal, or modification of such coverage without thirty (30) days prior written notice to OCURA. All insurance shall be maintained for the duration of this Contract. The amounts of such coverage shall be:

- a. Adequate Workers' Compensation coverage to comply with state laws and employer's liability coverage in the minimum amount of \$100,000.
- b. Comprehensive General Liability Coverage sufficient to meet OCURA's maximum liability under the Oklahoma Governmental Tort Claims Act, 51 O.S. § 151, *et seq.* The current required minimum general liability coverage is \$25,000 for property damage arising out of a single act, accident, or occurrence; \$175,000 for any other loss arising out of a single act, accident, or occurrence; and \$1,000,000 for any number of claims arising out a single accident or occurrence.
- c. Comprehensive Automobile Liability coverage with the same minimum liability coverage in subsection b immediately above.
- d. Said insurance shall name OCURA and The City as an additional named insured on coverages described in subsections b and c immediately above, and shall not be cancelled except upon thirty (30) days written notice to OCURA.

3. Any lapse of insurance coverage is declared a breach of this Contract. OCURA may, and its option, suspend this Contract until there is full compliance with this paragraph or terminate this Contract for nonperformance.

IV. Agreements of Appraiser. As an inducement to the execution of this Contract by OCURA and in consideration of the agreements to be performed by OCURA, the Appraiser agrees that:

A. Qualifications. The Appraiser is qualified to perform the services to be furnished under this Contract and is permitted by law to perform such services, and all personnel engaged in the work shall be qualified and so permitted to do the work they perform.

B. Solicitation of Contract. The Appraiser has not employed any person to solicit this Contract and has not made and will not make any payment or any agreement for the payment of any commission percentage, brokerage, contingent fee, or other compensation in connection with the procurement of this Contract.

C. Interest. The Appraiser does not have any interest (including that of real estate agent or broker), direct or indirect, present or prospective, in any property approved for acquisition as depicted on the Land Acquisition Map of the Core to Shore Urban Renewal Plan, or any other interests, whether or not in connection with the relevant properties, which would conflict in any manner or degree with the performance of the services and the submission of impartial reports, and has not employed and will not employ, in connection with the services to be furnished under this Contract, any person having any such interest. Until the properties are acquired by The City and/or OCURA, the Appraiser and any employees of the Appraiser, so long as they are employed by the Appraiser, will not acquire any such interests and will not, for their own account or for other than The City or OCURA, negotiate for any of the properties, perform services in connection with the properties, or testify voluntarily as a witness in a condemnation or other proceeding with respect to the properties.

D. Conflict. The Appraiser is prohibited from engaging in any appraisal services or work on behalf of a private property owner of or related to any property approved for acquisition as depicted on the Land Acquisition Map of the Core to Shore Urban Renewal Plan.

E. Exceptions. Upon written request by the Appraiser, OCURA may, in its discretion, grant exceptions to the general prohibitions stated in subsections C and D immediately above for contracts for appraisal services entered into prior to the effective date of this Contract or when OCURA finds that circumstances otherwise warrant an exception, provided that such engagement does not present an actual or apparent conflict of interest that would provide a reasonable basis for questioning the Appraiser's fairness and objectivity in performing the work under this Contract.

F. Confidentiality. All services, including reports, opinions, and information, to be furnished under this Contract are confidential and shall not be divulged, in whole or in part, to any person other than to duly authorized representatives of The City and OCURA, without prior written approval of The City and OCURA, except by testimony under oath in a judicial proceeding or as otherwise required by law. The Appraiser shall take all necessary steps to ensure that no member of the Appraiser's staff or organization divulges any such information except as may be required by law.

G. Facilities and Personnel. The Appraiser has and will continue to have proper facilities and personnel to perform the services and work agreed to be performed. If the Appraiser proposes to employ any person or persons to make any appraisals of machinery and equipment or other specialized elements or attributes or a property appraisal to be performed under this Contract, the employment of such person or persons for such purpose shall not place OCURA under any obligation to such employee, nor relieve the Appraiser of full responsibility for the faithful performance of the services to be furnished under this Contract.

H. Equal Employment Opportunity. During the performance of this Contract, the Appraiser will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Appraiser will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. The Appraiser agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

I. Subcontracting. None of the work or services covered by this Contract shall be subcontracted without the prior approval of OCURA.

J. Records. During the term of this Contract and continuing for a period the longer of five (5) years after the final acceptance of the completed project by OCURA, or until the final resolution of any outstanding disputes between OCURA and the Appraiser or any contractor(s) on the project, the Appraiser shall maintain all documents, notes, drawings, specifications, reports, estimates, summaries, renderings, models, photographs, field notes, as-built drawings, information, survey results, plans, computer files and any other materials produced, created or accumulated in performing this Contract that have not been submitted to OCURA subsequent to final completion of the project, and its internal accounting records, and other supporting documents pertaining to the claims and/or invoices for costs of work and/or services of this Contract. The Appraiser must maintain its accounting records in accordance with generally accepted accounting principles applied on a consistent basis. The Appraiser shall permit periodic audits by The City and/or OCURA and their authorized representatives. The periodic audits of the records in support of claims and invoices for the Contract shall be performed at times and places mutually agreed upon by The City and OCURA and the Appraiser. Agreement as to the time and place for audits may not be unreasonably withheld.

K. Affidavits of Compliance. The Appraiser will, if requested by The City or OCURA, furnish The City and OCURA with affidavits certifying compliance with the provisions of this Article IV.

V. Changes. OCURA, by written notice to the Appraiser, may modify the scope or quantity of the services to be furnished under this Contract. If such changes cause an increase or decrease in the amount of services to be provided by the Appraiser or in the time required for their performance, equitable adjustment shall be made in the provisions of this Contract for payments to the Appraiser or for the time for performance of the services or for both, and this Contract shall be modified by agreement of the parties accordingly.

VI. Assignment. The Appraiser's rights, obligations, and duties under this Contract shall not be assigned in whole or in part, without prior written approval of OCURA, but this shall not prohibit the assignment of the proceeds due under this Contract to a bank or financial institution. This Contract may be assigned by OCURA to any corporation, agency, or instrumentality having authority to accept the assignment.

VII. Termination of Contract. This Contract may be terminated by any party at any time with or without cause by written notice. Termination shall be effective thirty (30) days after date of notice. Upon termination, all invoices presented by the Appraiser for services and expenses for periods prior to the date of termination shall become immediately due and payable. Failure of OCURA to make payments to the Appraiser under this Contract shall be cause for termination. Termination or suspension of service by the Appraiser shall in no way relieve OCURA of compensating the Appraiser for services performed to the date of termination. Upon receipt of the notice of termination, the Appraiser shall (A) immediately discontinue all work and services (unless the notice directs otherwise), and (B) upon payment for work performed, deliver to OCURA all documents, data, drawings, specifications, reports, calculations, field notes, tracings, plans, models, computer files, estimates, summaries and other information and materials accumulated in performing this Contract, whether complete or incomplete, unless the notice directs otherwise. No payment, compensation or adjustment of any kind (other than an approved extension of time) shall be made to the Appraiser for damages because of hindrances or delays from any cause in the progress of the work, whether such hindrances or delays be avoidable or unavoidable. The Appraiser agrees that it will make no claim for compensation or damages for any such delays and will accept as full satisfaction for such delays the extensions of time.

VIII. Interest of The City or OCURA. No member of the governing bodies of The City or OCURA shall participate in any decision relative to this Contract affecting, directly or indirectly, his or her personal interests. No such member and no other officer, agent, or employee of The City or OCURA having any responsibility or function in connection with this Contract shall have any private interest, direct or indirect, in this Contract or proceeds of the Contract.

IX. Stop Work. Upon notice to the Appraiser, OCURA may issue a stop work order suspending the performance of work and/or services under this Contract.

X. Notices. All notices given pursuant to this Contract shall be in writing, delivered or mailed by United States certified mail, return receipt requested, postage prepaid, and addressed as follows:

To OCURA:

Oklahoma City Urban Renewal Authority
Attn: Catherine O'Connor, Executive Director
105 North Hudson, Suite 101
Oklahoma City, Oklahoma 73102
Phone: (405) 235-3771
Fax: (405) 232-8317
cathy.oconnor@theallianceokc.org

With copy to:

The Center for Economic Development Law
Attn: Leslie Batchelor
301 N. Harvey, Suite 100
Oklahoma City, Oklahoma 73102
Phone: (405) 232-4606
LeslieBatchelor@econlaw.com

To the Appraiser:

Real Property Services, Inc.
Attn: Richard E. Riley
471 N. Meridian Avenue
Oklahoma City, Oklahoma 73107
Phone: (405) 917-2204
richard@reriley.com

The address of any person or party may be changed by notice to the other parties, given in the manner described above. All such notices shall be deemed received when delivered or when deposited in the United States mail.

XI. Compliance with Laws, Ordinances, Specifications and Regulations. The Appraiser shall comply with all existing federal, state and local laws, standards, codes, ordinances, administrative regulations, and all amendments and additions thereto, pertaining in any manner to the work and/or services provided by this Contract.

XII. Standard of Care. In providing the work and services herein, the Appraiser shall maintain during the course of this Contract the standard of reasonable care, skill, diligence, and professional competency for such work and/or services. The Appraiser agrees to require all of its consultants, subcontractors, and/or employees, if any, by the terms of its consultants', subcontractors', and/or employees' contracts, to provide services at the same standard of reasonable care, skill, diligence, and professional competence required of the Appraiser.

XIII. Time Is of the Essence. OCURA and the Appraiser expressly agree that time is of the essence with respect to this Contract, and the time for performance of each task established pursuant to the Contract shall be made a part of this Contract and shall be strictly observed and enforced. Any failure on the part of OCURA to timely object to the time of performance shall not waive any right of OCURA to object at a later time.

XIV. Severability. In the event that any provision, clause, portion, or section of this Contract is unenforceable or invalid for any reason, such unenforceability or invalidity may not affect the enforceability or validity of any other paragraph or the remainder of this Contract.

XV. Execution in Counterparts. This Contract may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

XVI. Descriptive Headings. The descriptive headings of the sections of this Contract are inserted or annexed for convenience of reference only and shall not affect the meaning, construction, interpretation, or effect of this Contract.

XVII. Construction and Enforcement. This Contract shall be construed and enforced in accordance with the laws of the State of Oklahoma. In the event of ambiguity in any of the terms of this Contract, it shall not be construed for or against any party on the basis that such party did or did not author the same.

XVIII. Survival of Representations. All representations and covenants of the parties shall survive the expiration of the Contract.

XIX. Parties Bound. This Contract shall be binding upon and inure to the benefit of all parties. This Contract is solely for the benefit of the parties and their successors in interest, and none of the provisions hereof are intended to benefit third parties.

XX. Venue of Actions. The parties agree that if any legal action is brought pursuant to this Contract, such action shall be instituted in the district court of Oklahoma County.

XXI. Third-Party Beneficiary. The City of Oklahoma City is intended to be a third-party beneficiary of this Contract but shall in no way incur any liability, indemnity or responsibility to the Appraiser under this Contract.

[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, this Contract was approved and executed by the Oklahoma City Urban Renewal Authority this ___ day of May, 2015.

Oklahoma City Urban Renewal Authority

Catherine O'Connor, Executive Director

IN WITNESS WHEREOF, this Contract was approved and executed by the Appraiser
this ___ day of _____, 2015.

Real Property Services, Inc.

Richard Riley, President

Exhibit 1

Parcel Rate Schedule

Level of Complexity	Rate
0.25	\$250.00
0.50	\$500.00
0.75	\$750.00
1.00	\$1,000.00
1.25	\$1,250.00
1.50	\$1,500.00
1.75	\$1,750.00
2.00	\$2,000.00
2.25	\$2,250.00
2.50	\$2,500.00
2.75	\$2,750.00
3.00	\$3,000.00
3.25	\$3,250.00
3.50	\$3,500.00
3.75	\$3,750.00
4.00	\$4,000.00
4.25	\$4,250.00
4.50	\$4,500.00
4.75	\$4,750.00
5.00	\$5,000.00

The Parcel Rate is determined by multiplying the respective Level of Complexity by \$1,000.00.

Exhibit 2

Hourly Rate Schedule

Payment to the Appraiser will be \$175 per hour for litigation consulting, trial preparation, and trial testimony.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/06/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Perimeter Insurance Agency Inc. 4200 Perimeter Center Dr Ste. 245 Oklahoma City OK 73112	CONTACT NAME: Rebecca Ferguson		
	PHONE (A/C, No, Ext): 405-778-8880	FAX (A/C, No): 405-778-8555	
E-MAIL ADDRESS: perimeterins@coxinet.net			
INSURED Real Property Services Inc. 417 N. Meridian Ave. Oklahoma City OK 73107	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Hartford Fire Insurance Company		
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

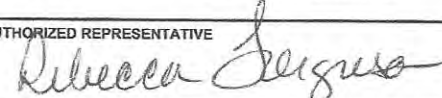
COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below			38 WECAP2216	05/06/2015	05/06/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

City of Oklahoma City & OCURA 105 N. Hudson Suite 101 Oklahoma City OK 73102	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ACORD 25 (2010/05)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/6/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER FRS/FISA - Jackson Barton Insurance Agency PO Box 12120 Oklahoma City OK 73157-2120		CONTACT NAME: Barbara Story PHONE (A/C, No, Ext): (405) 947-8751 FAX (A/C, No): (405) 946-2062 E-MAIL ADDRESS: BarbaraS@thefrsgroup.com	
INSURED REAL PROPERTY SERVICES INC. 417 N MERIDIAN AVE OKLAHOMA CITY OK 73107		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Hartford Casualty Ins	NAIC # 29424
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL155606453 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

NSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	38SBMRM3190	10/27/2014	10/27/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Add'l for policy minimum \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 This certificate or memorandum of insurance neither affirmatively nor negatively amends, extends, or alters the coverage afforded by above listed policies.

CERTIFICATE HOLDER

City of Oklahoma City &
 OCURA
 105 N. Hudson
 Oklahoma City, OK 73102

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF AUTOMOBILE INSURANCE

THIS IS TO CERTIFY THAT the named insured is at the date of this certificate insured by the company with respect to the automobiles hereinafter described for the types of insurance and respective coverages hereinafter designated by entry of the limits of liability or a statement that the coverage is in effect and in accordance with the provisions of the Automobile Policy in use by said company.

This Certificate of Insurance neither affirmatively or negatively amends, extends or alters the coverage afforded by the policy.

Named Insured	RICHARD E RILEY & CATHY A RILEY	FOR LIEN HOLDER INQUIRIES CALL OR WRITE 1-800-409-0733 P.O. BOX 2917 PHOENIX, AZ 85038
Address	4988 NW 30TH PLACE, OKLAHOMA CITY OK 73122-1105	

DESCRIPTION OF THE INSURANCE FOR WHICH THIS CERTIFICATE IS ISSUED

Policy Number	AO2-298-241479-40	Effective Date	02/26/2015	Expiration Date	02/26/2016
Coverages:	PART A	PART B	PART D - DAMAGE TO YOUR AUTO COVERAGE		
	LIABILITY COVERAGE	MEDICAL PAYMENTS COVERAGE	COVERAGE FOR LOSS CAUSED BY COLLISION INCLUDED	DEDUCTIBLE AMOUNT APPLICABLE TO EACH LOSS IN DOLLARS	
Limits of Liability	50/100/50	1000	YES	Loss Caused by Collision "ACV" Indicates Actual Cash Value ACV less 1000 Deductible	Loss Other Than Loss Caused by Collision "ACV" Indicates Actual Cash Value ACV less 1000 Deductible
*Includes Medical Expense	Accidental Death Benefit: \$		Protection Against Uninsured Motorists:	Each Named Insured Each Per. \$ Each Acc.	

POLICY INCLUDES: BASIC NO-FAULT COVERAGE OPTIONAL NO-FAULT COVERAGE

DESCRIPTION OF AUTOMOBILES

Year of Model	Trade Name	Body Type	Identification or Serial Number
2002	CHEV	SILVERADO	1GCEC14T92Z216709

ADDITIONAL INTEREST

Such insurance as is afforded under the Liability Coverage of the policy shall also apply, with respect to covered autos, to each interest herinafter named, as an insured; but such inclusion of additional interest or interests shall not operate to increase the limit of the company's liability.

Name	CITY OF OKLAHOMA CITY/ OCU RA			
Street Address	105 N HUDSON ST STE 101			
City	OKLAHOMA CITY	State	OK	Zip 73102

LOSS PAYEE

Such insurance as is afforded by the policy for loss of or damage to the automobile is payable, as interest may appear, to the named insured and the Loss Payee indicated below in accordance with terms of the Loss Payable Clause on the reverse side hereof:

Term of Loan: From: To:

The insurance described herein is in effect on the date of this certificate and shall remain in force until canceled in accordance with the terms of the policy.

- Liberty Mutual Fire Insurance Company
- Liberty Mutual Insurance Company
- LM Insurance Corporation
- LM-General Insurance Company
- Liberty Insurance Corporation
- The First Liberty Insurance Corporation
- Liberty Mutual Mid Atlantic Insurance Co
- American States Preferred Insurance Company (ASPIC)
- Consolidated Insurance Company (LIC)

Loss PAYEE and ADDRESS

SECRETARY PRESIDENT
 Dated At

Countersigned
 Signature of Authorized Representative

LOSS PAYABLE CLAUSE

Loss or damage under this policy shall be paid as interest may appear to you and the loss payee shown on the first page of this certificate. This insurance covering the interest of the loss payee shall not become invalid because of your fraudulent acts or omissions, unless the loss results from your conversion, secretion or embezzlement of **your covered auto**. However, we reserve the right to cancel the policy as permitted by policy terms and the cancellation shall terminate this agreement as to the loss payee's interest. We will give the same advance notice of cancellation to the loss payee as we give to the named insured shown in the declarations.

When we pay the loss payee, we shall, to the extent of payment, be subrogated to the loss payee's rights of recovery.

LOSS PAYABLE CLAUSE (NORTH CAROLINA)

Loss or damage under this policy shall be paid as interest may appear to you and the loss payee shown on the first page of this certificate. This insurance covering the interest of the loss payee shall become invalid only because of your conversion, secretion of your covered auto. However, we reserve the right to cancel the policy as permitted by policy terms and the cancellation shall terminate this agreement as to the loss payee's interest. We will give the loss payee 10 days notice of cancellation.

When we pay the loss payee, we shall, to the extent of payment, be subrogated to the loss payee's rights of recovery.

LOSS PAYABLE CLAUSE (TEXAS)

Loss or damage under Coverage for Damage to your Auto shall be paid as interest may appear to you and the loss payee shown on the first page of this certificate. This insurance covering the interest of the loss payee shall not become invalid because of your fraudulent acts or omissions, unless the loss results from your conversion, secretion or embezzlement of **your covered auto**. However, we reserve the right to cancel the policy as permitted by policy terms and the cancellation shall terminate this agreement as to the loss payee's interest. We will give the same advance notice of cancellation to the loss payee as we give to the named insured shown in the declarations.

When we pay the loss payee, we shall, to the extent of payment, be subrogated to the loss payee's rights of recovery.

**NOTICE TO
OTHERS IF
CANCELLATION
OCCURS**

"We" will not cancel "Your" Policy or reduce the insurance under any of its coverages until at least 10 days after we have mailed a written notice of such cancellation or reduction to the person(s) named as additional interest on reverse side.

ASI019 (ed 12-89)

Additional Insured (Lessor) - Applies when additional insured is completed on reverse side.

AS 1187 11 90
(PP 03 19 08 86)

Description of "your leased auto": as described on reverse side.

Any liability and any required no-fault coverages afforded by this policy for "your leased auto" also apply to the lessor named in this endorsement as an additional insured. This insurance is subject to the following additional provisions:

1. We will pay damages for which the lessor becomes legally responsible only if the damages arise out of acts or omissions of:
 - (a) you or any "family member", or
 - (b) any other person except the lessor or any employee or agent of the lessor using "your lease auto".
2. "**Your lease auto**" means:
 - (a) an auto shown in the Declarations or in this endorsement which you lease for a continuous period of at least six months under a written agreement which requires you to provide primary insurance for the lessor, and
 - (b) any substitute or replacement auto furnished by the lessor named in this endorsement.
3. If we terminate this policy, notice will also be mailed to the lessor.
4. The lessor is not responsible for payment of premiums.
5. The designation of the lessor as an additional insured shall not operate to increase our limits of liability.

This endorsement must be attached to the Change Endorsement when issued after the policy is written.
Copyright, Insurance Services Office, Inc., 1986

OKLAHOMA CITY

URBAN
RENEWAL
AUTHORITY

To: Board of Commissioners
From: Catherine O'Connor, Executive Director
Date: May 13, 2015
Ref: Resolution Approving a Professional Services Agreement with The Center for Economic Development Law, PLLC for Legal Services and Designating General Counsel and Associate General Counsel

Background: This is a contract for OCURA legal services with The Center for Economic Development Law for the fiscal year July 1, 2014-June 30, 2015. The resolution also designates General Counsel and Associate General Counsel for the Authority.

In the past, general counsel services had been provided to the Authority through the designation by a resolution adopted by the board in 2006. A contract designating General Counsel and associate General Counsel with a detailed scope of work is an improved management practice desired by the Executive Director. The attached professional services agreement with Center for Economic Development Law includes a scope of work and designates General Counsel and Associate General Counsel. The agreement includes a provision to provide a budget for legal services each year and includes termination provisions.

Recommendation: Approval of Resolution

Attachments: Contract for Professional Services

RESOLUTION NO. _____

RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT WITH THE CENTER FOR ECONOMIC DEVELOPMENT LAW PLLC FOR LEGAL SERVICES AND DESIGNATING GENERAL COUNSEL AND ASSOCIATE GENERAL COUNSEL

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

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

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

WHEREAS, it is appropriate and desirable to renew the designation of Dan Batchelor and Leslie V. Batchelor, both of the Center for Economic Development Law, PLLC (“CEDL”), as General Counsel and Associate General Counsel, respectively, of the Oklahoma City Urban Renewal Authority; and

WHEREAS, it is appropriate and desirable to authorize the General Counsel and the Associate General Counsel to exercise and perform all powers, obligations, duties, and responsibilities for the legal affairs of the Authority.

WHEREAS, the Authority deems it appropriate and desirable to authorize the General Counsel, Associate General Counsel, and CEDL to undertake legal services pursuant to the scope and conditions described in the Agreement for General Counsel Services attached to this Resolution as “Attachment A”; and

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

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

1. The Agreement for General Counsel Services between the Oklahoma City Urban Renewal Authority and the Center for Economic Development Law (“Agreement”), attached to this Resolution as “Attachment A,” is hereby approved and the officers of the Authority are authorized to execute the Agreement.

2. Dan Batchelor and Leslie V. Batchelor, both of the Center for Economic Development Law PLLC, are designated as the General Counsel and Associate General Counsel, respectively, of the Authority, who along with CEDL are authorized to perform all of the obligations, duties, and responsibilities for the legal affairs of the Authority, all to the extent provided for and limited by the Agreement.
3. The General Counsel and the Associate General Counsel shall report to the Board of Commissioners and the Executive Director of the Authority.

I, _____, Secretary of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, certify that the foregoing Resolution No. _____ was duly adopted at a **special** meeting of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, held at its offices at 105 North Hudson, Suite 101, Oklahoma City, Oklahoma 73102, on the **13th** day of **May, 2015**; that said meeting was held in accordance with the By-Laws of the Authority and the Oklahoma Open Meetings Act; that any notice required to be given of such meeting was properly given; that a quorum was present at all times during said meeting; and that the Resolution was duly adopted by a majority of the Commissioners present.

SECRETARY

(SEAL)

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

THIS AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2015, by and between the Oklahoma City Urban Renewal Authority, a public body corporate created for the benefit of the City of Oklahoma City (“Authority”) and the Center for Economic Development Law, PLLC (“CEDL”).

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

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

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

WHEREAS, it has long been the practice and policy of the Board of Commissioners to provide for the availability of professional legal services on a variable demand basis and to designate a general counsel and associate general counsel, who together shall be responsible for advising the Board of Commissioners and the Authority; and

WHEREAS, the Board of Commissioners last renewed a designation of general counsel and associate general counsel and adopted a schedule of legal counsel and legal services compensation rates in July 2006; and

WHEREAS, Dan Batchelor and Leslie V. Batchelor, the current General Counsel and Associate General Counsel, respectively, both of CEDL, have served in such capacities for the Authority over a combined 60 years, and in those roles have contributed to the successful implementation and legal defenses of redevelopment objectives and plans established by the Authority; and

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

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

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

SECTION 1. DESIGNATION OF GENERAL COUNSEL AND ASSOCIATE GENERAL COUNSEL; AUTHORIZATION FOR PROVISION OF PROFESSIONAL LEGAL SERVICES.

Dan Batchelor and Leslie V. Batchelor, both of CEDL, are designated as the General Counsel and Associate General Counsel, respectively, who along with CEDL are authorized to exercise all the powers, obligations, duties, and responsibilities for the legal affairs of the Authority and to provide general legal services to the Authority, all to the extent provided for and limited by the Scope of Services as set forth in Attachment A to this Agreement.

SECTION 2. COMPENSATION AND PAYMENT FOR SERVICES RENDERED.

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

Schedule of Fees:

<u>Position</u>	<u>Hourly Rate</u>
General Counsel	\$ 225.00
Associate General Counsel	\$ 200.00
Senior Attorney 1	\$ 190.00
Senior Attorney 2	\$ 185.00
Associate	\$ 150.00
Senior Legal Assistant	\$ 95.00
Legal Intern	\$ 85.00
Legal Assistant	\$ 55.00
Secretarial	\$ 45.00

B. *Annual Budgets.*

1. For each fiscal year during this Agreement, an annual budget for legal services shall be mutually agreed to by the Authority and CEDL (“Annual Budget”), which Annual Budget shall not be exceeded unless approved in writing by the Executive Director.

2. For the fiscal year ending June 30, 2015, the Annual Budget is \$325,000.

SECTION 3. NOTICES.

A. Notices to the Authority shall be in writing and personally serves, faxes, or sent by certified mail to:

Chairman c/o Executive Director
Oklahoma City Urban Renewal Authority
105 North Hudson Avenue, Suite 101
Oklahoma City, Oklahoma 73102

or to such other official and/or address as the Authority may from time to time specify in writing.

B. Notices to CEDL shall be in writing, personally served or sent by fax or certified mail to:

President
Center for Economic Development Law, PLLC
301 North Harvey, Suite 100
Oklahoma City, Oklahoma 73102

or to such other official and/or address as CEDL may from time to time specify in writing.

SECTION 4. TERMINATION/CANCELLATION.

A. The Authority may cancel or terminate this Agreement, or any portion of this Agreement, with or without cause, upon written notice to CEDL. If termination is for cause, which shall include any impropriety, default, or breach of contract on the part of CEDL, then the Authority shall provide thirty (30) days written notice of such termination. If the termination is without cause and is for the convenience of the Authority and not for any impropriety, default or breach of contract on the part of CEDL, then the Authority shall provide ninety (90) days written notice of cancellation. Such notice shall be deemed received by CEDL when deposited in the United States certified mail, with proper address and sufficient postage thereon.

B. CEDL may cancel or terminate this Agreement, or any portion of this Agreement, with or without cause, upon written notice to the Authority. If termination is for cause, which shall include any impropriety, default, or breach of contract on the part of the Authority, then CEDL shall provide thirty (30) days written notice of said termination. If the termination is without cause and is for the convenience of CEDL and not for any impropriety, default or breach of contract on the part of the Authority, then CEDL shall provide ninety 90 days written notice of said cancellation. Such notice shall be deemed received by the Authority when deposited in the United States certified mail, with proper address and sufficient postage thereon.

C. In the event of any cancellation or termination, any work product under development (complete or incomplete) shall be returned to the Authority. In addition, any pro rata amount of funds due to CEDL shall be paid to CEDL by the Authority.

SECTION 5. VENUE AND COMPLIANCE WITH ORDINANCES, REGULATIONS, AND STATE LAW.

A. The parties shall comply with all existing codes and ordinances of the City of Oklahoma City, the laws of the State of Oklahoma, and the laws of the United States of America relating or pertaining in any manner to this Agreement.

B. The laws of the State of Oklahoma shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it. The parties agree that any action, at law or in equity, regarding or relating to this Agreement shall be in a court of appropriate jurisdiction in Oklahoma County.

SECTION 6. TERM OF AGREEMENT.

This agreement shall be effective on or as of _____, 2015, and shall continue thereafter until terminated by either party.

IN WITNESS WHEREOF, the parties to this Agreement adopt and approve this Agreement this ____ day of _____, 2015.

**OKLAHOMA CITY URBAN
RENEWAL AUTHORITY**

**CENTER FOR ECONOMIC
DEVELOPMENT LAW, PLLC**

By: _____
J. Larry Nichols, Chairman

By: _____
Leslie V. Batchelor, President

ATTEST:

Mary Mélon, Secretary

ATTACHMENT A

SCOPE OF SERVICES

The following is an outline of the services to be provided by the General Counsel, Associate General Counsel, and the Center for Economic Development Law, PLLC (“CEDL”) on behalf of the Oklahoma City Urban Renewal Authority (“Authority”), pursuant to the Agreement for General Counsel Services entered into between the Authority and CEDL.

This Scope of Services does not apply to services rendered pursuant to the CDBG Legal Services Agreement entered into by the Authority and CEDL.

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

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

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

General Responsibilities

- (a) General legal oversight of Authority activities regarding compliance with applicable laws, regulations, and Board authorizations, including supervision of legal work assigned to others.

- (b) Monitoring, advising, and recommending legislative actions that affect the Authority's goals and effectiveness.
- (c) Identification of legal issues in project implementation.

Specifically Assigned Responsibilities

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

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

OKLAHOMA CITY

URBAN RENEWAL AUTHORITY

To: Board of Commissioners
From: Catherine O'Connor, Executive Director
Date: May 13, 2015
Ref: Resolution Approving the Community Development Block Grant Services Agreement between the Oklahoma City Urban Renewal Authority and the Center for Economic Development Law, PLLC, for Fiscal Year 2014-2015, for General Counsel Services

Background: The Center for Economic Development Law (CEDL) provides general counsel services for OCURA.

CEDL is paid, in part, using Community Development Block Grant (CDBG) funds. Therefore, compliance with federal procurement standards is required. See 29 C.F.R. 97.36(d)(4), 2 C.F.R. 200.320(f)(1), and 24 C.F.R. 85.36(d)(4) for the acceptable methods for procurement of services to be paid for using federal funds. One of those methods is *Procurement by Noncompetitive Proposals*, often referred to as a sole source contract award. The proposed Services Agreement is a sole source contract with CEDL for the fiscal year 2014-2015 for general counsel services. Sole source designation is based upon the following criteria:

- CEDL is the only law firm in Oklahoma with extensive experience in planning, preparing, drafting, and implementing urban renewal plans (including the acquisition/appraisal of property under such plans through negotiation and condemnation, representation in cases involving the disposition of proceeds from such acquired property, and negotiating/drafting redevelopment agreements). Principals of CEDL possess over 70 years' combined experience in such activities and have represented OCURA for over 45 years.
- No other law firm in Oklahoma has experience comparable to that of CEDL in preparing economic development project plans, creating and implementing tax increment financing districts, negotiating/drafting economic development agreements, and creating integrated legal and economic development strategies. CEDL's principals possess over 30 years' combined experience in such activities and have played vital roles in the development of Oklahoma legal framework for such activities.
- No other law firm in Oklahoma has equivalent experience researching and drafting economic development legislation, technical amendments, and constitutional amendments for creating effective tools for urban redevelopment and financing tools.
- CEDL is the only law firm in Oklahoma that has participated in the overwhelming majority of the litigation that has sustained the validity of economic development and redevelopment activities in Oklahoma (including serving as attorneys of record in landmark,

precedent-setting cases validating economic development and redevelopment public-private partnerships, tax increment financing, and use of condemnation under the Oklahoma Urban Renewal Law).

- The professional services hourly rates proposed by CEDL are competitive with other hourly rates charged by attorneys doing business for The Alliance for the Economic Development of Oklahoma City and the agencies under the administrative oversight of the Alliance, which range from \$125/hr. to \$300/hr. CEDL rates range from \$150/hr. to \$225/hr.

- CEDL has provided legal services for OCURA in a professional and competent manner and continued retention of the firm would allow for continuity in the provision of general counsel services.

Given this information, is it the conclusion of staff that CEDL meets the criteria for sole source designation for OCURA general counsel services.

Summary of Agenda Item: The resolution approves the CDBG Services Agreement between OCURA and CEDL authorizes the officers of OCURA to execute it.

Recommendation: Approval of Resolution

Attachments: CEDL Attorney Biographies
Contract for Legal Services

RESOLUTION NO. _____

RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT WITH THE CENTER FOR ECONOMIC DEVELOPMENT LAW PLLC TO PROVIDE COMMUNITY DEVELOPMENT BLOCK GRANT-RELATED LEGAL SERVICES

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

WHEREAS, all powers of the Authority are vested in and exercised by its Commissioners; and

WHEREAS, it is necessary and desirable to receive legal guidance and assistance in the exercise of the powers granted to the Authority; and

WHEREAS, it is desirable and in the public interest to assure general legal oversight, strategic legislative advice, effective utilization of legal and financial tools, and persuasive advocacy and representation in litigation; and

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

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

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

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

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

WHEREAS, the City has entered into the Community Development Block Grant (CDBG) Operating Agreement with the Oklahoma City Urban Renewal Authority (“Authority”), for the fiscal year 2014-2015, for the day-to-day conduct of a community development program under eligible provisions of the Act while at the same time reserving to the City complete authority and

responsibility for the approval of such a community development program, its funding and budget, and the terms and conditions under which the program shall be conducted (“Operating Agreement”); and

WHEREAS, the Board of Commissioners has previously designated a General Counsel and Associate General Counsel for the Authority and authorized the provision of general legal services by the Center for Economic Development Law PLLC (“CEDL”); and

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

WHEREAS, the Authority deems it appropriate and desirable to authorize CEDL to undertake legal services in support of its CDBG obligations under the Operating Agreement pursuant to this CDBG Services Agreement, for fiscal year 2014-2015.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Oklahoma City Urban Renewal Authority that the CDBG General Counsel Services Agreement between the Authority and CEDL, attached to this Resolution as “Attachment A,” is hereby approved and the officers of the Authority are authorized to execute the agreement.

I, _____, Secretary of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, certify that the foregoing Resolution No. _____ was duly adopted at a **special** meeting of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, held at its offices at 105 North Hudson, Suite 101, Oklahoma City, Oklahoma 73102, on the **13th** day of **May, 2015**; that said meeting was held in accordance with the By-Laws of the Authority and the Oklahoma Open Meetings Act; that any notice required to be given of such meeting was properly given; that a quorum was present at all times during said meeting; and that the Resolution was duly adopted by a majority of the Commissioners present.

SECRETARY

(SEAL)

**COMMUNITY DEVELOPMENT BLOCK GRANT SERVICES AGREEMENT
BETWEEN THE OKLAHOMA CITY URBAN RENEWAL AUTHORITY AND THE
CENTER FOR ECONOMIC DEVELOPMENT LAW, PLLC, FISCAL YEAR 2014–2015
FOR THE PROVISION OF GENERAL COUNSEL SERVICES NEEDED IN
CONNECTION WITH THE CDBG PROGRAM IN ACCORDANCE WITH THE CDBG
OPERATING AGREEMENT BETWEEN THE OKLAHOMA CITY URBAN RENEWAL
AUTHORITY AND THE CITY OF OKLAHOMA CITY**

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

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

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

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

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

WHEREAS, the City has entered into the Community Development Block Grant (CDBG) Operating Agreement with the Oklahoma City Urban Renewal Authority (“Authority”), for the fiscal year 2014-2015, for the day-to-day conduct of a community development program under eligible provisions of the Act while at the same time reserving to the City complete authority and responsibility for the approval of such a community development program, its funding and budget, and the terms and conditions under which the program shall be conducted (“Operating Agreement”); and

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

WHEREAS, the Authority deems it appropriate and desirable to authorize CEDL to undertake legal services in support of its CDBG obligations under the Operating Agreement pursuant to this CDBG Services Agreement, for fiscal year 2014-2015.

NOW, THEREFORE, effective on or as of July 1, 2014, the Authority and CEDL agree to all the foregoing and further agree as follows:

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

2. Term of Agreement. The term of this CDBG Services Agreement shall be from July 1, 2014 to June 30, 2015, as provided for in the Operating Agreement. All scheduled work provided for in this CDBG Services Agreement shall be completed by or be under contract for completion by June 30, 2015, the date provided for in the Operating Agreement.

3. Compensation. Compensation for services provided shall be based on monthly billings in accordance with the attached Exhibit A, shall be in a form and content satisfactory to the Authority, and shall not exceed \$225,000 for the fiscal year unless such limit is modified by the Executive Director of the Authority. It is understood that this Agreement is funded only with CDBG funds through the Oklahoma City Community Development Block Grant Program as administered by the City and the Authority, and therefore services provided under this Agreement are subject to those regulations and restrictions normally associated with federally-funded programs. CEDL's DUNS number is 13-682-3150. Every invoice CEDL sends to the Authority shall include CEDL's DUNS number.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties hereto set their hands this _____ day of May, 2015.

(SIGNATURE PAGE FOLLOWS)

**OKLAHOMA CITY URBAN
RENEWAL AUTHORITY**

**CENTER FOR ECONOMIC
DEVELOPMENT LAW, PLLC**

By: _____
J. Larry Nichols, Chairman

By: _____
Leslie V. Batchelor, President

ATTEST:

Mary Mélon, Secretary

EXHIBIT A

SCOPE OF SERVICES FOR FISCAL YEAR 2014-2015 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

The following is an outline of the services to be provided by the Center for Economic Development Law, PLLC on behalf of the Oklahoma City Urban Renewal Authority (“Authority”), pursuant to the Community Development Block Grant Services Agreement for fiscal year 2014-2015, and consistent with the terms of the Community Development Block Grant (CDBG) Operating Agreement for fiscal year 2014-2015 between the Oklahoma City Urban Renewal Authority and The City of Oklahoma City (“City”).

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

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

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

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

General Responsibilities

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

Specifically Assigned Responsibilities

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

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

Compensation

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

Schedule of Fees:

<u>Position</u>	<u>Hourly Rate</u>
General Counsel	\$ 225.00
Associate General Counsel	\$ 200.00
Senior Attorney 1	\$ 190.00
Senior Attorney 2	\$ 185.00
Associate	\$ 150.00
Senior Legal Assistant	\$ 95.00
Legal Intern	\$ 85.00
Legal Assistant	\$ 55.00
Secretarial	\$ 45.00

ATTACHMENT 1:

CENTER FOR ECONOMIC DEVELOPMENT LAW, PLLC ATTORNEY BIOGRAPHIES



DAN BATCHELOR brings forty years of experience to the creation of legal and financial strategies that enable communities to execute development projects, especially those involving both private and public sectors.

As general counsel of the Oklahoma City Urban Renewal Authority since 1966, Dan has provided legal guidance for more than \$1 billion in the development and expansion of downtown Oklahoma City and the Oklahoma Health Center. He has been instrumental in developing legal and financial strategies for development of the Presbyterian Health Foundation Research Park (now the OU BioTech Research Park).

His expertise has enabled him to assist communities throughout Oklahoma in creating financing strategies for economic development projects of all types and sizes. Dan was a primary architect of the tax increment financing provisions of Oklahoma's 1992 Local Development Act.

He has served as development counsel for the Oklahoma City Downtown/MAPS Economic Development Project; the Oklahoma Health Center Economic Development Project; the Durant-Cardinal Economic Development Project; and the Guymon-Seaboard Economic Development Project. Earlier, he worked on redevelopment projects for the central business districts of Green Bay and Stevens Point, Wisconsin.

His education and related credits include: a BS degree with honors, Southeastern Oklahoma State University, 1958; University of Oklahoma College of Law, 1961; President of the American Law Student Association (designated Outstanding Officer for the years 1956-61); Board of Editors, Oklahoma Law Review; Order of the Coif; Outstanding Graduating Law Student of 1961; named Law Graduate of the Year 1961 by the Phi Delta Phi International Legal Fraternity; and member of Oklahoma's national moot court team which won first place in the region and second place in the nation in both 1959 and 1960.

Dan currently serves as a Director of FNB Financial Services, Inc., the holding company for The First National Bank in Durant and First Texoma Bank in Sherman, Texas; secretary-treasurer and board member for the Native American Cultural and Educational Authority, a state agency; and board member of A Chance to Change Foundation, a private, non-profit service organization.



LESLIE V. BATCHELOR is president of the firm and manages a wide variety of redevelopment, financing, and litigation matters. Leslie's practice encompasses local government law and public-private development projects of all types and sizes.

She is nationally recognized for her expertise in public-private partnerships, tax increment financing techniques, and other redevelopment and strategies. Representative projects include the restoration and reopening of the historic Skirvin Hotel, creation of the Dell Business Center on a former brownfield along the Oklahoma River, and formulation of Oklahoma City's Core to Shore Urban Renewal Plan.

Leslie is an experienced litigator. She represents public entities in claims arising from financing and development activities. She defends taxpayer and *qui tam* actions, and litigates claims involving land use and eminent domain.

Leslie serves as the City Attorney for the City of The Village and as development counsel to several local development authorities, including the Yukon Economic Development Authority.

Prior to founding the Center for Economic Development Law with her father, Dan Batchelor, Leslie served in the U.S. Department of Justice as Deputy Associate Attorney General, Counsel to Attorney General Janet Reno, and Counselor to the Assistant Attorney General for the Civil Division.

Before joining the Justice Department, Leslie was an associate at McAfee & Taft, where she concentrated on civil litigation. She served as a law clerk to the Honorable William J. Holloway, Jr., of the United States Court of Appeals for the Tenth Circuit. Leslie received her undergraduate degree *magna cum laude* from Brown University and her Master's and law degrees from the University of Virginia, where she was an instructor in philosophy and a teaching assistant in legal research and writing.

An active community volunteer, Leslie has served in leadership roles in a number of professional and community organizations, including Chair of the Urban Land Institute - Oklahoma, president of Historical Preservation, Inc., president of the Oklahoma County Bar Foundation, and president of Oklahoma City Housing Services Redevelopment Corporation (Positively Paseo!). She also serves on the Board of i2E, the Board of Visitors for the Honors College at the University of Oklahoma, and the Ralph Ellison Foundation. She is married to Scott E. Williams, a federal prosecutor, and is the mother of twin girls.



EMILY K. POMEROY serves as development counsel to cities, towns, and other public entities, to assist them in the strategic, procedural, and financing aspects of their redevelopment endeavors. Her transactional practice focuses on the adoption and implementation by governmental entities of public-private redevelopment projects of all types and sizes. Her litigation practice consists of representing the firm's regular clients, including the Oklahoma City Urban Renewal Authority, when litigation arises from economic development projects, redevelopment activities, or land acquisition.

Emily joined the firm in 2003 after completing her legal education at the University of Oklahoma. During one semester of law school, she served as law clerk to the Senior Attorney of the Special Projects Group of the Environmental Enforcement Section of the Environment and Natural Resources Division at the U.S. Department of Justice.

She received her undergraduate degree from Bucknell University in Lewisburg, Pennsylvania. She graduated *magna cum laude*, with recognition, including Phi Beta Kappa, Omicron Delta Kappa National Leadership Honor Society, and the Charles F. White Memorial Award for Excellence in Academics and Athletics. Emily was born in Oklahoma City and attended Casady School, where she graduated magna cum laude in 1995.

Emily is a member of the Oklahoma County Bar Association, the Oklahoma Bar Association, and the American Bar Association. Emily is an active community volunteer, serving as an officer of the Legal Assistant Services Committee of the Oklahoma Bar Association, a member and former president of the Oklahoma City Housing Services Redevelopment Corporation, an executive officer and former president of the Phi Beta Kappa Association of Oklahoma City, and a member of the Urban Land Institute.



LISA HARDEN is a real estate and business transaction attorney who has extensive experience in a broad range of commercial transactions in all phases of real estate sales and acquisitions, exchanges, construction and development, financing and refinancing, commercial leasing and real estate management.

Prior to joining the firm, Lisa served as the General Counsel for an upscale golf community and country club between 2005 and 2012, where she provided legal advice and representation on all business, corporate, development, organizational, operational, contractual, financial, and employment matters, including: negotiating and closing all real estate purchases and sales; addressing title, survey, and zoning issues; project design and development, land use planning; platting; marketing; preparation and negotiation of development, engineering, architectural and construction contracts, easements, equipment leases, office leases, vendor, supplier, entertainment, outsourcing, marketing, and other

commercial agreements; handling various membership matters; and writing membership agreements.

Before serving as General Counsel to the golf community and country club, Lisa was an associate at Phillips, McFall, McCaffrey, McVay & Murrah, P.C. where she represented owners, operators, managers, developers, brokers, sellers, purchasers, landlords and tenants in all phases of commercial real estate and business transactions.

Lisa earned her Juris Doctorate, *cum laude*, from the Oklahoma City University School of Law, and her degree of Bachelor of Arts in Letters from the University of Oklahoma. Born in Chickasha, Oklahoma, Lisa lives in Oklahoma City with her husband, Larry, and their two young children.



JEFF SABIN's practice focuses primarily on real estate development and land use issues. He began working for the firm as an intern in 2012 while working to complete his law degree at Oklahoma City University School of Law, where he was the recipient of a prestigious, full-tuition Dean's Scholarship. While in law school, Jeff served as a member of the Oklahoma City University Law Review and as a research assistant for Assistant Professor Celeste Pagano. He also received CALI Excellence for the Future Awards in Legal Research and Writing, Evidence, Land Use, Oklahoma Land Titles, Tribal Law, and Commercial Paper. He received his J.D. *magna cum laude* and a Certificate in Real Estate Practice from OCU Law in 2014, and at graduation was awarded the Excellence in Real Property Law Award by the Oklahoma City Real Property Lawyers Association.

Prior to law school, Jeff received a B.A. in Geography, with distinction, from the University of Oklahoma and spent over four years as a city planner for the City of Hutto, Texas, a high-growth suburb of Austin, Texas. During his time as a city planner, Jeff participated in the development of an award-winning downtown revitalization plan for Hutto and oversaw the comprehensive rewrite of the City's development ordinances into a unified development code. He also served as a development case manager, assisting developers navigate the city's regulations and approvals process.

Jeff is a member of the Oklahoma Bar Association, American Bar Association, the American Planning Association, and the Urban Land Institute.



JOHN C. MCMURRY serves in an of-counsel capacity to the firm, and has concentrated for more than 30 years on appellate and trial practice, serving as counsel in numerous officially reported cases.

John has worked with the firm since January 2002. After graduating from Washington and Lee University (B.A., 1966), he served as a military intelligence officer, supporting elements of the U.S. Army Combat Developments Command and Command and General Staff College. Upon discharge, he entered law school at the University of Oklahoma (J.D, 1971), where he was a member of the Board of Editors of the Oklahoma Law Review; published Note, 23 Okla. L. Rev. 433 (1970). He was also a member of the moot court team which won First Place in the Arkansas-Oklahoma-Texas Region and Third Place in National Moot Court Finals

OKLAHOMA CITY

URBAN

RENEWAL

AUTHORITY

To: Board of Commissioners
From: Catherine O'Connor, Executive Director
Date: May 13, 2015
Ref: Resolution Adopting and Approving Procurement and Purchasing Policies

Background: The Purchasing Policies were last revised for the Authority in January of 2002. (Resolution 4820). This was, of course, prior to the formation of the Alliance for the Economic Development of Oklahoma City in 2011.

Given new organizational structure of the Alliance, federal, state and local regulatory changes and the passage of some 13 years since the last updating, it is prudent to review and revise the policies.

The updated policies:

- Conform to federal, state and local regulations for the procurement of goods, technical and professional services
- Provide clarity and guidance for staff regarding the procurement processes
- Provide for an open and transparent process
- Recognize and encourage minority contractors and vendor solicitation in the procurement process

Summary of Agenda Item: Updated Procurement and Purchasing Policies.

Recommendation: Approval of the Procurement and Purchasing Policies

Attachment: Procurement and Purchasing Policies Document

RESOLUTION NO. _____

RESOLUTION APPROVING PROCUREMENT POLICIES AND PROCEDURES TO ENSURE COMPLIANCE WITH APPLICABLE LAW AND REGULATIONS RELATED TO THE PURCHASES OF GOODS, CONTRACTS FOR SERVICES, AND CONTRACTS FOR PROFESSIONAL SERVICES

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

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

WHEREAS, the Housing and Community Development Act of 1974 became effective on January 6, 1975, as amended (“Act”); and

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

WHEREAS, the City is and has been an applicant for and recipient of such CDBG funds and has regularly entered into the operating agreements with the Authority for the day-to-day conduct of the community development program under eligible provisions of the Act while at the same time reserving to the City complete authority and responsibility for the approval of such a community development program, its funding and budget, and the terms and conditions under which the program shall be conducted; and

WHEREAS, federal funding received under the CDBG operating agreements requires compliance with regulations governing procurement, fiscal and program record keeping, audits, and other day-to-day administrative activities outlined in the Code of Federal Regulations at 24 C.F.R. § 570 and in Office of Management and Budget (“OMB”) Circulars A-87, A-110, and A-133; and

WHEREAS, all funding of the Authority, whether or not federal, must comply with applicable state laws governing procurement—especially the Oklahoma Public Competitive Bidding Act of 1974, 61 O.S. § 101, *et seq.*; and

WHEREAS, the Authority desires to parallel as much as possible procurement policies adopted by the City as a show of consistency between differing arms of local government; and

WHEREAS, it is appropriate to adopt procurement policies and procedures to comply with federal and state regulations, and to help guide Authority staff in administrative functions relating to procurement.

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

1. The attached “Oklahoma City Urban Renewal Authority Procurement Policies and Procedures” will provide the necessary guidance for regulatory compliance and procedural consistency, and is hereby adopted.
2. The referenced regulations and policies shall apply to all Authority procurement activity, whether sourced from federal or non-federal funds.

I, _____, Secretary of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, certify that the foregoing Resolution No. _____ was duly adopted at a **special** meeting of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, held at its offices at 105 North Hudson, Suite 101, Oklahoma City, Oklahoma 73102, on the **13th** day of **May, 2015**; that said meeting was held in accordance with the By-Laws of the Authority and the Oklahoma Open Meetings Act; that any notice required to be given of such meeting was properly given; that a quorum was present at all times during said meeting; and that the Resolution was duly adopted by a majority of the Commissioners present.

SECRETARY

(SEAL)

PROCUREMENT POLICIES AND PROCEDURES

I. INTRODUCTION

These Procurement Policies and Procedures (“Policies”) are established for the Oklahoma City Urban Renewal Authority (“Authority”) to prescribe appropriate procedures and to assure compliance with applicable law and regulations related to purchases of goods (i.e., materials, supplies, equipment), contracts for services, and contracts for professional services. The intent of the Policies is to assure that all purchases are handled fairly and in a manner that encourages full and open competition. The Authority intends to seek competitive offers to obtain the best possible quality at the best possible price.

II. GENERAL REQUIREMENTS BASED ON SOURCE OF FUNDS OR OTHER AGREEMENTS

A. General Rule. Notwithstanding any authorizations contained in these Policies, procurement actions are subject to applicable provisions of State law, requirements imposed by funding sources, and conditions contained in relevant agreements of the Authority. The rules described in these Policies attempt to provide for uniformity in procurement procedure using the most restrictive applicable provision of federal, state, or local law/policy for the type of purchase or procurement sought. It is advisable to consult all relevant agreements which may place additional restrictive obligations on the Authority’s procurement practices, with particular attention to those governing the funding sources listed in sections II.B and II.C below.

B. Community Development Block Grant (“CDBG”) Funds. In the expenditure of CDBG funds provided to the Authority as a subrecipient of the City of Oklahoma City (“City”), the Authority shall comply with the CDBG Operating Agreement entered into with the City, including Schedule D of such Operating Agreement, providing the City’s policy statements for expenditure and administration of the CDBG funds.

C. Tax Increment Financing (“TIF”). In the expenditure of any funds generated pursuant to a project plan adopted pursuant to the Oklahoma Local Development Act, 62 O.S. § 850, *et seq.*, the Authority shall comply with the provisions of the applicable project plan detailing the costs for which such funds are approved.

III. RULES APPLICABLE TO PURCHASES OF GOODS AND SERVICES

In the expenditure of any funds for the purchase of goods or services, the Authority shall follow the federal regulations governing procurement detailed in 2 C.F.R. §§ 200.317–200.326, which are the most restrictive applicable regulations for such purchases, with some modifications to reflect uniformity with more restrictive policies of the City. These Policies conform to such federal regulations, as modified.

Please note that these procedures are not the least restrictive regulations for certain types of services— for purchases of goods or services that qualify as “public construction contracts,” these policies are replaced by the more restrictive provisions in place for such contracts under the Oklahoma Public Competitive Bidding Act of 1974 (*see* Section IV below).

A. Methods of Procurement.

1. *Micro Purchases.*¹ This procurement method should only be utilized when the costs of the good or service procured through this method to be reimbursed with CDBG or other City funding and the cost of the goods or services sought to be procured totals no more than \$3,000.00.² If such is the case, the Authority may purchase without soliciting competitive quotes if the Authority determines the price to be reasonable. In general, use of the Small Purchases procurement method described in Section III.A.2 is preferable.

2. *Small Purchases.*³ For goods or services totaling not more than \$25,000.00,⁴ the Authority shall send a request for quotes to potential vendors with a detailed description of the goods or services needed. Quotes must include pricing information that allows the Authority to compare costs across bidders and ensure cost reasonableness. For purposes of documentation, quotes shall be recorded on a quote sheet provided by the Chief Financial Officer. Staff shall obtain a minimum of three quotes and record on the quote sheet. If obtaining three quotes is not feasible, the reasons for the infeasibility should be noted on the quote sheet. The vendor providing the lowest responsive and responsible quote shall be selected by the Authority. In the event that a higher bidder is more responsive and responsible than the lowest bidder, or if for any reason the preferred quote is not the lowest quote, the rationale for selecting another bidder must be documented and justified in the quote file.

3. *Sealed Bids/Formal Advertising.*⁵ For goods or services totaling \$25,000.00 or more,² the Authority shall publicly solicit bids. The invitation for bids must:

- a. be solicited from an adequate number of known suppliers;
- b. provide sufficient response time prior to the date set for the opening of the bids;
- c. be publicly advertised;
- d. define the items or services in order for bidders to properly respond; and
- e. state the time and place for the bids to be publicly opened.

The bids must be publicly opened. A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Any or all bids may be rejected if there is a sound reason determined by the Authority.

¹ 2 C.F.R. § 200.320(a).

² This amount may be adjusted periodically to reflect the amount defined as the federal "Micro-purchase Threshold" (see 2 C.F.R. § 200.67 and 48 C.F.R. § 2.101 ("Micro-purchase Threshold")).

³ 2 C.F.R. § 200.320(b).

⁴ This threshold amount under federal regulations is \$150,000.00, and may be adjusted periodically (see 2 C.F.R. § 200.88 and 48 C.F.R. § 2.101 ("Simplified Acquisition Threshold")); however, a \$25,000.00 threshold parallels that of the City of Oklahoma City and provides for greater uniformity between arms of local government jurisdictions.

⁵ 200 C.F.R. § 200.320(c).

4. *Competitive Proposals.*⁶ For goods or services totaling \$25,000.00⁷ or more and for which sealed bids may not be appropriate, the Authority shall publish a written request for proposals. This procedure is generally used to procure technical and professional services. The requests for proposals must:

- a. identify all evaluation factors; and
- b. be solicited from an adequate number of qualified sources;

The Authority may enter into a contract with a responsible respondent whose proposal is most advantageous, with price and other factors considered.

5. *Noncompetitive Proposals.*⁸ The Authority may solicit a proposal from only one source if one or more of the following applies:

- a. the item or service is only available from a single source;
- b. a public emergency will not permit a delay necessitated by the competitive solicitation process;
- c. the funding agency expressly authorizes noncompetitive proposals in response to a written request from the Authority; or
- d. after a solicitation of several sources, competition is determined by the Authority to be inadequate.

B. Procurement Standards.

1. *Considerations for Determining Whether a Provider is Responsive or Responsible.*

The Authority shall award contracts for goods and services only to responsible providers with the ability to perform successfully under the terms and conditions of the solicitation. Consideration may be given to such matters as the respondent's integrity, compliance with public policy, record of past performance, and financial and technical resources.

2. *Solicitations.* All solicitations of the Authority shall incorporate a clear and accurate description of the technical requirements for the goods or services to be procured and identify all requirements that must be fulfilled and all other factors to be used in evaluating bids or proposals.

The Authority shall ensure that any prequalified lists of persons, firms, or products used in acquiring goods and services are current and include enough qualified sources to safeguard maximum open and free competition.

3. *Alternative Procurement.* If possible and economically feasible, the Authority shall consider consolidated purchases, lease options, and other available alternatives. The Authority may consider entering into intergovernmental agreements or inter-entity agreements for the use of common or shared goods and services.

⁶ 200 C.F.R. § 200.320(d).

⁷ This threshold amount under federal regulations is \$150,000.00.

⁸ 2 C.F.R. § 200.320(f).

4. *Records.* The Authority shall maintain records detailing the history of each procurement, including the rationale for which method of procurement was used, contractor or service provider selected or rejected, and the basis for the contract price. The Authority shall maintain oversight of the contractor or service provider to ensure performance in accordance with the terms, conditions, and specifications of the contracts.

5. *Minority-Owned and Women's Business Enterprises.* The Authority shall take affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Such affirmative steps include but are not limited to placing such businesses on solicitation lists and requiring the contractor to actively seek subcontracts with such businesses.

C. Procurement Authority. The Executive Director shall have the authority to approve contracts and purchases procured using one of the methods described in Section III.A above up to a total cost of \$25,000.00. All purchases and contracts exceeding \$25,000.00 must be authorized by the Board of Commissioners of the Authority.

D. Preferred Vendor Lists. The Authority may, at its discretion, utilize preferred vendor lists created from time to time in accordance with the Policies. The Authority may also utilize such lists created from time to time by the City of Oklahoma City ("City") and/or the State of Oklahoma (see Section IV.F.2 below). The Authority intends to rotate sequentially through the preferred vendor lists to procure services.

IV. RULES APPLICABLE TO PUBLIC CONSTRUCTION CONTRACTS

The Authority shall comply with the Oklahoma Public Competitive Bidding Act of 1974, 61 O.S. § 101, *et seq.*, in the awarding of public construction contracts. These Policies conform to such state law. The requirements under the Oklahoma Public Competitive Bidding Act also conform to, and are more restrictive than, the federal regulations for sealed bidding/formal advertising and competitive proposals detailed in 2 C.F.R. § 200.317–200.326.

A. Requirements.

1. *Public Construction Contracts Exceeding \$50,000.00.* For all public construction contracts exceeding \$50,000.00,⁹ the Authority shall let and award a contract to the lowest responsible bidder, by open competitive bidding after solicitation for sealed bids. The Authority shall provide notice by publication in a newspaper of general circulation in Oklahoma County for two consecutive weekly issues of the newspaper, with the first publication at least 20 days prior to the date set for opening the bids. The notice shall be sent to one in-state trade or construction publication. All bids shall be sealed and opened only at the time and place specified in the bidding documents, and read aloud in the presence of an officer of the Authority. Such bid opening shall be open to the public and to all bidders.

2. *Public Construction Contracts of \$5,000.00–\$50,000.00.* For public construction contracts between \$5,000.00 and \$50,000.00,¹⁰ the Authority shall let and award a contract to the lowest responsible bidder by receipt of written bids or awarded on the basis of competitive quotes to

⁹ This amount may be adjusted by amendment to the statute; see 61 O.S. § 103.A.

¹⁰ This amount may be adjusted by amendment to the statute; see 61 O.S. § 103.B.

the lowest responsible qualified contractor. In the event the public bidding process is used, all bids shall be sealed and opened only at the time and place specified in the bidding documents, and read aloud in the presence of an officer of the Authority. Such bid opening shall be open to the public and to all bidders.

3. *Public Construction Contracts less than \$5,000.00.* For public construction contracts less than \$5,000.00,¹¹ the Authority shall send a request for quotes to potential qualified contractors with a detailed description of the goods or services needed. Quotes must include pricing information that allows the Authority to compare costs across bidders and ensure cost reasonableness. For purposes of documentation, quotes shall be recorded on a quote sheet provided by the Chief Financial Officer. Staff shall obtain a minimum of three quotes and record on the quote sheet. If obtaining three quotes is not feasible, the reasons for the infeasibility should be noted on the quote sheet. The qualified contractor providing the lowest responsive and responsible quote shall be selected by the Authority. In the event a higher bidder is more responsive and responsible than the lowest bidder, or if for any reason the preferred quote is not the lowest quote, the rationale for selecting another bidder must be documented and justified in the quote file.

4. *Determining the Responsibility of Bidders.* In order to determine the responsibility of bidders, the Authority may require prospective bidders, general contractors and subcontractors to prequalify as responsible bidders prior to submitting bids on a public construction contract. Prequalification to bid or perform work does not substitute for any license required by federal, state, or local law. Notice of any such prequalification requirement shall be made by the Authority to all prospective bidders and the public in the notice to be published. Financial information including, but not limited to, audited financial statements required by the Authority as part of prequalification shall remain confidential.

B. Notices. All bid notices shall set forth the following information:

1. The character of the proposed public construction contract in sufficient details that all bidders shall know exactly what their obligation will be, either in the bid notice itself or by reference to bidding documents on file in the main office of the awarding public agency;

2. The name and address of the officer, agent or employee of the Authority, from whom a complete set of bidding documents regarding such proposed contract may be obtained, together with the amount of the cost deposit required therefor, if any;

3. The date, time and place of opening of the sealed bids;

4. The name and office location and address of the Authority where the sealed bids should be submitted; and

5. Any additional information regarding such proposed contract deemed by the Authority to be of beneficial interest to prospective bidders or the public.

C. Records. The Authority shall maintain at its offices at least one complete set of bidding documents regarding a proposed public construction contract for at least 20 days prior to the date set for opening bids. A complete set of bidding documents shall be provided to any prospective bidder upon

¹¹ This amount may be adjusted by amendment to the statute; see 61 O.S. § 103.C.

request. The Authority may require a deposit that does not exceed the actual cost of duplicating or copying the bidding documents. The Authority may retain such deposit if so stated in the notice for bids. All bids, both successful and unsuccessful, and all contracts and required bonds shall be placed on file and maintained at the offices of the Authority for a period of 5 years from the date of opening of bids or for a period of 3 years from the date of completion of the contract, whichever is longer. Such documents shall be open to public inspection and shall be matters of public record.

D. Contract Award. The awarding of a contract to the lowest responsible bidder or bidders shall be made within 30 days after the opening of bids unless the Authority, by formal recorded action and for good cause shown, provides for a reasonable extension of that period. The extension period shall not in any event exceed 15 days where only state or local funds are involved. The extension period shall not exceed 90 days on any award of contract for the construction of a public improvement where funds furnished by an agency of the United States Government are used. Upon mutual written agreement between the lowest responsible bidder or bidders and the Authority, the Authority may extend the contract award period no more than 120 days from the bid opening date.

If an award is made to other than the lowest bidder, the Authority shall accompany its action with a publicized statement setting forth the reason for its action. Such statement shall be placed on file, open to public inspection, and be a matter of public record.

E. Conflict. In the event this Section III of the Policies conflicts with or is inconsistent in any manner with the rules and regulations of any agency of the United States Government which is providing all or any portion of the funds used to finance any public construction contract, the rules and regulations of said agency of the United States Government shall supersede.

F. Exceptions.

1. Where public improvements are constructed as a part of an agreement to provide assistance in development financing pursuant to the Oklahoma Local Development Act 62 O.S. § 850, *et seq.*, and the cost of such public improvements does not exceed 25% of the total amount of the estimated public and private investment being made within the increment district, the provisions of the Oklahoma Public Competitive Bidding Act of 1974, 61 O.S. § 101, *et seq.*, do not apply. In those instances, the provisions of this Section III do not need to be followed.

2. The Authority may, unless acting pursuant to a contract with the State that specifies otherwise, make use of statewide contracts that the State Purchasing Director enters into or awards consistent with the Oklahoma Central Purchasing Act, 74 O.S. § 85.1, *et seq.*, without having to comply with the provisions of the Oklahoma Public Competitive Bidding Act of 1974, 61 O.S. § 101, *et seq.* Contracts for goods and services awarded consistent with the Oklahoma Central Purchasing Act may also be used by the Authority with no additional procurement required.

3. The Authority may, unless acting pursuant to a contract with the City that specifies otherwise, make use of City contracts for goods or services that the City certifies have been entered into in compliance with the ordinances prescribing City purchasing policies.

IV. EXCLUDED EXPENDITURES

These Policies shall not apply to the following activities carried out by the Authority: ¹²

- A. Payment and procedures for the acquisition of real property (see footnote 12);
- B. Payment of relocation expenses, which are governed by other provisions of federal and state law;
- C. Payment of assistance in development financing pursuant to the Article 10, Section 6C of the Oklahoma Constitution and the Oklahoma Local Development Act, 62 O.S. §850, *et seq.*, including but not limited to that provided for the development of public facilities;
- D. Disposition of real property and interests therein (i.e., easements, rights of way, etc.); and
- E. Responsibilities and obligations pursuant to an approved redevelopment agreement.

¹² Note: these Policies *will* still apply to the goods and services used to help the Authority actually acquire real property, provide for relocation expenses, and dispose of property. This provision is meant to exclude the property being purchased, the actual relocation expenses provided to displaced persons, and disposition itself. All of these activities, unlike the services used to assist in completing them, are not procured and are governed by other provisions of federal, state, and local law.

Oklahoma City Urban Renewal Authority
Combining Balance Sheet and
Statement of Revenues, Expenditures and Changes in Fund Balance
as of and for the Ten Months Ending April 30, 2015

	<u>Closeout Project Fund</u>	<u>Revolving Fund</u>	<u>Core to Shore MAPS 3 Fund</u>	<u>Core to Shore Buffer</u>	<u>SEP II Fund</u>	<u>Harrison- Walnut Other Fund</u>	<u>Nonfederal Fund</u>	<u>OCRC</u>	<u>Bass Pro Shop Fund</u>	<u>Total</u>	<u>Budget 2014-15</u>
Assets											
Cash	3,517,557	96,524	38,184	1,281,468	-	35,588	446,615	221,679	441,134	6,078,750	
Investments	3,444,000	-	-	-	-	-	495,000	-	245,000	4,184,000	
Accounts Receivable	-	14,162	-	-	-	-	-	-	-	14,162	
Due from Other Governmental Entities	-	7,423	1,685	-	-	-	-	-	-	9,108	
Due from Other Funds	441,008	248,068	-	-	-	-	87,530	-	-	776,606	
Total Assets	7,402,565	366,177	39,869	1,281,468	-	35,588	1,029,146	221,679	686,134	11,062,626	
Liabilities and Fund Balances											
Due to Other Funds	-	366,099	168,125	-	40,606	199,542	2,234	-	-	776,606	
Accounts Payable	539	78	-	-	-	-	-	-	-	617	
Deposits	-	-	-	-	-	30,000	-	-	-	30,000	
Total Liabilities	539	366,177	168,125	-	40,606	229,542	2,234	-	-	807,223	
Total Fund Balances	7,402,026	-	(128,256)	1,281,468	(40,606)	(193,954)	1,026,912	221,679	686,134	10,255,403	
Total Liabilities and Fund Balances	7,402,565	366,177	39,869	1,281,468	-	35,588	1,029,146	221,679	686,134	11,062,626	
Revenues											
Grant Revenues - CDBG	1,243,557	-	-	-	-	-	-	-	-	1,243,557	1,844,274
Grant Revenues - Other	-	-	-	-	-	-	-	-	-	-	-
Rentals	120,820	-	-	-	-	-	-	-	471,903	592,723	736,820
Real Estate Sales	2,572,684	-	-	-	-	42,000	64,595	-	-	2,679,279	3,250,000
Interest	20,732	-	-	111	-	-	1,234	72	-	22,149	25,000
Core to Shore MAPS 3 Project	-	-	22,500	-	-	-	-	-	-	22,500	250,000
Other	-	-	-	-	-	-	-	-	-	-	-
Total Revenues	3,957,793	-	22,500	111	-	42,000	65,830	72	471,903	4,560,209	6,106,094
Expenditures											
General and Administrative	480,925	-	56,107	19,840	9,656	175,275	753	-	46,592	789,148	898,500
Real Estate Acquisition	934,964	-	77,080	614	-	7,775	-	-	-	1,020,433	2,300,000
Property Disposition	404,217	-	97	(114)	345	2,855	-	-	-	407,400	400,000
Site Clearance/Improvements	-	-	-	-	-	-	-	-	4,555	4,555	100,000
Legal and Professional	344,297	-	98,635	21,030	22,115	52,227	-	-	1,675	539,979	400,000
Property Management	243,542	-	-	-	-	-	-	-	139,765	383,306	457,500
Payments to the City of OKC	-	-	-	-	-	-	-	-	-	-	2,100,000
Other	9,487	-	-	-	8,490	3,410	100	-	-	21,487	40,000
Total Expenditures	2,417,430	-	231,920	41,370	40,606	241,542	853	-	192,586	3,166,307	6,696,000
Changes in Fund Balance	1,540,363	-	(209,420)	(41,259)	(40,606)	(199,542)	64,976	72	279,318	1,393,901	(589,906)
Fund Balance, Beginning of Year	5,861,663	-	81,164	1,322,728	-	5,588	961,935	221,608	406,816	8,861,502	
Fund Balance, Current	7,402,026	-	(128,256)	1,281,468	(40,606)	(193,954)	1,026,912	221,679	686,134	10,255,403	

Oklahoma City Urban Renewal Authority
Combining Balance Sheet and
Statement of Revenues, Expenditures and Changes in Fund Balance
as of and for the One Month Ending April 30, 2015

	<u>Closeout</u>		<u>Core to Shore</u>			<u>Harrison-</u>			<u>Bass Pro</u>	
	<u>Project</u>	<u>Revolving</u>	<u>MAPS 3</u>	<u>Core to Shore</u>	<u>SEP II</u>	<u>Walnut</u>	<u>Nonfederal</u>		<u>Shop</u>	
	<u>Fund</u>	<u>Fund</u>	<u>Fund</u>	<u>Buffer</u>	<u>Fund</u>	<u>Other Fund</u>	<u>Fund</u>	<u>OCRC</u>	<u>Fund</u>	<u>Total</u>
Assets										
Cash	3,517,557	96,524	38,184	1,281,468	-	35,588	446,615	221,679	441,134	6,078,750
Investments	3,444,000	-	-	-	-	-	495,000	-	245,000	4,184,000
Accounts Receivable	-	14,162	-	-	-	-	-	-	-	14,162
Due from Other Governmental Entities	-	7,423	1,685	-	-	-	-	-	-	9,108
Due from Other Funds	441,008	248,068	-	-	-	-	87,530	-	-	776,606
Total Assets	7,402,565	366,177	39,869	1,281,468	-	35,588	1,029,146	221,679	686,134	11,062,626
Liabilities and Fund Balances										
Due to Other Funds	-	366,099	168,125	-	40,606	199,542	2,234	-	-	776,606
Accounts Payable	539	78	-	-	-	-	-	-	-	617
Deposits	-	-	-	-	-	30,000	-	-	-	30,000
Total Liabilities	539	366,177	168,125	-	40,606	229,542	2,234	-	-	807,223
Total Fund Balances	7,402,026	-	(128,256)	1,281,468	(40,606)	(193,954)	1,026,912	221,679	686,134	10,255,403
Total Liabilities and Fund Balances	7,402,565	366,177	39,869	1,281,468	-	35,588	1,029,146	221,679	686,134	11,062,626
Revenues										
Grant Revenues - CDBG	568,259	-	-	-	-	-	-	-	-	568,259
Grant Revenues - Other	-	-	-	-	-	-	-	-	-	-
Rentals	26,637	-	-	-	-	-	-	-	-	26,637
Real Estate Sales	-	-	-	-	-	-	-	-	-	-
Interest	2,985	-	-	10	-	-	180	7	-	3,183
Core to Shore MAPS 3 Project	-	-	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-	-	-
Total Revenues	597,882	-	-	10	-	-	180	7	-	598,080
Expenditures										
General and Administrative	12,964	-	6,636	25	3,591	33,543	106	-	-	56,865
Real Estate Acquisition	-	-	26,500	-	-	1,400	-	-	-	27,900
Property Disposition	(111)	-	-	-	111	-	-	-	-	-
Site Clearance/Improvements	-	-	-	-	-	-	-	-	779	779
Legal and Professional	58,734	-	19,143	148	949	2,750	-	-	-	81,724
Property Management	18,338	-	-	-	-	-	-	-	14,159	32,497
Payments to the City of OKC	-	-	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-	-	-
Total Expenditures	89,926	-	52,279	173	4,651	37,692	106	-	14,938	199,765
Changes in Fund Balance	507,956	-	(52,279)	(163)	(4,651)	(37,692)	74	7	(14,938)	398,316
Fund Balance, Beginning of Period	6,894,070	-	(75,977)	1,281,631	(35,955)	(156,262)	1,026,837	221,672	701,072	9,857,088
Fund Balance, Current	7,402,026	-	(128,256)	1,281,468	(40,606)	(193,954)	1,026,912	221,679	686,134	10,255,403

Oklahoma City Urban Renewal Authority
Schedule of Investments
April 30, 2015

<u>Investments</u>	<u>Interest</u> <u>Rate</u>	<u>Maturity</u> <u>Date</u>	<u>Settlement</u> <u>Date</u>	<u>Amount</u>
Cathay Bank CD	0.60%	06/22/15	09/20/13	245,000
GE Capital Bank CD	0.70%	07/13/15	07/12/13	245,000
American Express Centurion CD	0.70%	07/27/15	07/25/13	245,000
Compass Bank CD	0.65%	09/11/15	09/11/13	245,000
Safra National Bank CD	0.50%	09/15/15	09/15/14	245,000
Bank of China NY CD	0.45%	09/17/15	09/17/14	245,000
Sallie Mae Bank CD	0.75%	10/17/15	10/16/13	245,000
State Bank of India CD	0.85%	10/19/15	10/18/13	245,000
Discover Bank CD	0.50%	12/11/15	12/11/13	245,000
SmartBank CD	0.50%	04/22/16	04/07/14	245,000
Comenity Capital Bank CD	0.85%	09/15/16	09/15/14	250,000
Park National Bank CD	0.90%	09/16/16	09/19/14	250,000
Investor's Bank/Short Hills CD	0.80%	09/26/16	09/26/14	250,000
First Merit Bank Ohio CD	1.00%	10/31/16	10/31/14	245,000
Ally Bank CD	0.85%	01/30/17	01/29/15	245,000
BMW Bank North America CD	0.90%	03/13/17	03/11/15	245,000
Goldman Sachs Bank USA CD	0.85%	04/24/17	04/22/15	249,000
Total Investments				4,184,000