AGENDA FOR
SPECIAL MEETING OF
OKLAHOMA CITY URBAN RENEWAL AUTHORITY
THURSDAY, JUNE 18, 2015
105 NORTH HUDSON AVENUE, SUITE 101
9:00 A.M.

1. Call to Order

2. Statement of Compliance with the Oklahoma Open Meeting Law

3. Roll Call

4. Reading and Approval of Minutes of a Special Meeting held on Wednesday, May 13, 2015

CENTRAL BUSINESS DISTRICT

5. Resolution No. _____ Approving Landscape Plans for Civic Center Flats, Central Business District Urban Renewal Project

HARRISON/WALNUT

6. Resolution No. _____ Authorizing the Acquisition of a Tract of Land Bound by I-235 Service Ramp, N.E. 10th Street, and Oklahoma Avenue, including all Alleys and Streets therein, and Authorizing the Negotiation of a Redevelopment Agreement with OG&E and Neighbors Holding, LLC, Harrison-Walnut Urban Renewal Project

JFK PROJECT AREA

7. Resolution No. _____ Authorizing and Approving an Amendment to the Redevelopment Agreement with Jazko, LLC, an Oklahoma Limited Liability Company, John F. Kennedy Urban Renewal Project

COMMUNITY DEVELOPMENT BLOCK GRANT

8. Resolution No. _____ Approving Professional Services Agreement with the Center for Economic Development Law PLLC to Provide Community Development Block Grant-Related Legal Services for Fiscal Year 2015–2016

GENERAL

10. Presentation of Interim Financial Report for the Period Ending May 31, 2015

11. Staff Report

12. Citizens to be heard

13. Adjournment

POSTED at the offices of the City Clerk and Oklahoma City Urban Renewal Authority by 9:00 a.m. on Tuesday, June 16, 2015 by Pam Lunnon, Executive Assistant

MINUTES OF SPECIAL MEETING
OF THE
OKLAHOMA CITY URBAN RENEWAL AUTHORITY

A Special Meeting of the Board of Commissioners of the Oklahoma City Urban Renewal Authority ("Authority") was held on Wednesday, May 13, 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
Mr. Russell M. Perry

Staff Members Present:
Catherine O'Connor, Executive Director
Dan Batchelor, OCURA General Counsel
Emily Pomeroy, The Center for Economic Development Law
Geri Kenfield, The Alliance for Economic Development of Oklahoma City
Denise Balkas, 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
Pam Lunnon, The Alliance for Economic Development of Oklahoma City

Others Present:
Steve Lackmeyer, The Oklahoman
Brian Brus, Journal Record
Ronald E. Bradshaw, Colony Partners
Gina Sofola, Colony Partners
Hans E. Butzer, Gardner Architects
Stan Lingo, Lingo

The Chairman requested a motion to approve the circulated minutes of the Regular Board Meeting of the Oklahoma City Urban Renewal Authority held on Wednesday, April 15, 2015 at 10:30 a.m.

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

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

Minutes Adopted.

The Chairman introduced the following resolutions:

CORE TO SHORE

Resolution No. 5696 entitled:

> ***"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"***

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

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

Resolution Adopted

Resolution No. 5697 entitled:

> ***"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"***

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

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

Mr. Mark Beffort Aye

Resolution Adopted

JFK PROJECT AREA

Resolution No. 5698 entitled:

> ***"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"***

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

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

Resolution Adopted

Resolution No. 5699 entitled:

> ***"Authorizing Invitations for Proposals for Single Family Residential Development of Property, John F. Kennedy Urban Renewal 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 Aye
Mr. James R. Tolbert, III Aye
Mr. Mark Beffort Aye

Resolution Adopted

HARRISON/WALNUT

Resolution No. 5700 entitled:

> ***"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"***

Presentation given by Ronald E. Bradshaw, Colony Partners, and Hans E. Butzer, Gardner Architects on the above project.

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

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

Resolution Adopted

GENERAL

Resolution No. 5701 entitled:

> ***"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"***

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

Mr. J. Larry Nichols	Aye
Ms. Mary Mélon	Aye

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

Resolution Adopted

Resolution No. 5702 entitled:

"Approving Professional Services Agreement with The Center For Economic Development Law PLLC for Legal Services and Designating General Counsel and Associate General Counsel"

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

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

Resolution Adopted

Resolution No. 5703 entitled:

"Approving Professional Services Agreement with The Center for Economic Development Law PLLC to Provide Community Development Block Grant-Related Legal Services"

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

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

Resolution Adopted

Resolution No. 5704 entitled:

"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"

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

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

Resolution Adopted

Financial Report

Ms. Kenfield presented the financial reports through April 30, 2015

Staff Report

Mr. Owens reported there is a lot of activity in the JFK area and it is all going well. They are rebuilding the Harrison/Walnut Association and the community is very happy with the level of engagement they have received. At first it w as quite challenging, but many of the historical issues have been worked through. R elationships are good and we have worked some with the concept of innovation districts, as well as, working on be tter relationships with the Health Sciences Center. You cannot please everyone, but for the most part things are going well. Moving forward and understanding the overall plan/strategy for the area would make people in the community feel more comfortable. We are trying to look at some small business initiatives and work with business owners. We need to know what their capacity is. There are so many businesses we know nothing about, so we are looking at how to address that. Overall, it is good.

Mr. Owens agreed with comments made pertaining to the Page Woodson School and making the auditorium work. Clearly the community is in love with the idea of restoring and utilizing the school. The auditorium will not generate significant revenue, but it definitely has good will and a sociological impact. It has bridged some of the concerns people have had with this project. Mr. Bradshaw has done a good job staying consistent with the community and in front of them. He has shared what he knows and what he doesn't know. It has made a great difference in how the community views the Authority and how they view developers coming into their community.

Ms. O'Connor reported there has been environmental testing on the OCURA property around the Page Woodson School and also around the Civic Centre Flats.

There being no further business to come before the Board, the meeting was adjourned at 11:16 a.m.

_____
Secretary

OKLAHOMA CITY
URBAN
RENEWAL
AUTHORITY

To: Board of Commissioners
From: Catherine O'Connor, Executive Director
Date: June 18, 2015
Ref: Resolution Approving Landscape Design Plans Submitted by Civic Centre Flats, LLC, in the Central Business District Urban Renewal Area

Background: Civic Centre Flats, LLC was designated as the redeveloper of the property located between Couch Drive and N.W. 2nd Street on June 18, 2014. The project will develop 34, attached, for-sale units comprised of 20 one-bedroom; 8 two-bedroom; and 6 two-bedroom, two-story units.

Schematic Designs were reviewed and approved by the Board on June 18th, 2014, Design Development Documents were approved on February 11, 2015, and Construction Documents were approved on April 4th, 2015. The next step in the process is the review and approval of Landscape Design Plans. Staff has reviewed the plans and recommends approval.

Purpose of Agenda Item: The proposed resolution approves the Landscape Design Plans for the project.

Staff Recommendation: Approval of Resolution

Attachments: Landscape Design Plan

RESOLUTION NO._____

RESOLUTION APPROVING LANDSCAPE PLANS FOR CIVIC CENTER FLATS, CENTRAL BUSINESS DISTRICT URBAN RENEWAL PROJECT

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

WHEREAS, the Authority has entered into a Contract for Sale of Land and Redevelopment ("Redevelopment Agreement") with Civic Centre Flats, LLC, an Oklahoma limited liability company ("Redeveloper") for the redevelopment of a t ract of land located between Couch Drive and 2nd Street just east of North Lee Avenue, more particularly described as Lots 7 t hrough 16 of Block 6 of the Bennett and Gerson Addition to Oklahoma City, Oklahoma County, Oklahoma, according to the recorded plat thereof; and

WHEREAS, pursuant to the Redevelopment Agreement, the Authority has approved Schematic Design Documents, Design Development Documents, and Construction Documents submitted by the Redeveloper; and

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

WHEREAS, the Board of Commissioners of the Authority deems it appropriate and desirable to approve the landscape plans submitted by the Redeveloper, subject to conditions and exceptions, if any, contained in a letter issued pursuant to this resolution.

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

1. The proposed landscaping plans submitted by the Redeveloper are hereby approved, 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 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 landscape plans, 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 for the Oklahoma City Urban Renewal Authority, certify that the foregoing resolution was duly adopted at a **special** meeting of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, held at 105 N. Hudson, Suite 105, Oklahoma City, Oklahoma 73102, on the **18th** day of **June, 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)

Vertical Barberry in Corten edge bed

New 4” Yarwood London Plane to match existing trees on R.S. Kerr

Japanese Garden Juniper in planter beds

New 4” Yarwood London Plane to match existing

Concrete Stoop

Concrete Stair

North Building

Parking

Concrete Sidewalk

Parking Canopy above

Existing tree remains

Parking

South Building

Purple Heart in planter beds

Horsetail Rush in Corten edge bed

Existing Yarwood London Plane

New 4” Yarwood London Plane to match existing

Concrete Stoop

Concrete Stair

Dumpster

Decomposed Granite

Electric Transformer

Vertical Barberry

Existing Tree Remains

Stone Pavers

Stone Pavers

Decomposed Granite

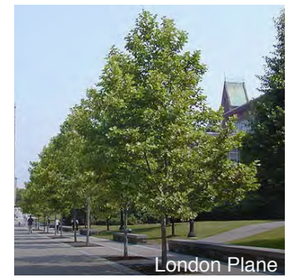
Existing London Plane tree, typical at Couch Dr.

Vertical Barberry

Horsetail Rush

Purple Heart

Japanese Garden Juniper


London Plane

Agenda Item 6

OKLAHOMA CITY
URBAN
RENEWAL
AUTHORITY

To: Board of Commissioners
From: Catherine O'Connor, Executive Director
Date: June 18, 2015
Ref: Resolution Authorizing the Acquisition of a Tract Of Land Bound By 1-235 Service Ramp, N.E. 10th Street, and Oklahoma Avenue, Including all Alleys And Streets Therein, and Authorizing the Negotiation of a Redevelopment Agreement with OG&E and Neighbors Holding, LLC, Harrison-Walnut Urban Renewal Plan

Background: The Executive Director, Legal Counsel, the Oklahoma Department of Transportation (ODOT) and OG&E have been in discussions for the past several years about OG&E's need to relocate and upgrade the OG&E substation located at the northwest corner of N.E 10th Street and I-235. Those discussions have included assessing the use of excess ODOT I-235 ROW north of the current substation for a new facility. ODOT has agreed to sell the excess ROW to OCURA. OCURA would sell this land to OG&E under terms and conditions of a redevelopment agreement.

Additionally, OG&E and Neighbors Holding, LLC (Neighbors), an adjacent property owner, have reached an agreement on a land swap to complete OG&E's plans for the new substation site and for a private redevelopment by Neighbors at the current substation site once it is vacated by OG&E.

All parties have a general understanding of how to proceed with the implementation of this land use plan, and desire to discuss the terms of a redevelopment agreement.

Legal Counsel and the Executive Director will negotiate the acquisition of the excess ROW from ODOT, and a Contract for Sale and Redevelopment Agreement with OG&E and Neighbors, which will include a redevelopment land use master plan outlining OG&E's and Neighbors' respective roles and responsibilities for its implementation.

Summary of Agenda Item: Authorization for the Executive Director and Legal Counsel to acquire the excess ODOT ROW and to enter into negotiations with OG&E and Neighbors Holding, LLC for a Contract for Sale and Redevelopment Agreement to develop a new substation and for private redevelopment on adjacent tracts. The Contract for Sale and Redevelopment Agreement will be presented to the Board for review and consideration.

Recommendation: Approval of Resolution.

Attachments: Map of ODOT ROW to be Acquired and Legal Description.

RESOLUTION NO. _____

"RESOLUTION AUTHORIZING THE ACQUISITION OF A TRACT OF LAND BOUND BY I-235 SERVICE RAMP, N.E. 10TH STREET, AND OKLAHOMA AVENUE, INCLUDING ALL ALLEYS AND STREETS THEREIN, AND AUTHORIZING THE NEGOTIATION OF A REDEVELOPMENT AGREEMENT WITH OG&E AND NEIGHBORS HOLDING, LLC, HARRISON-WALNUT URBAN RENEWAL PROJECT"

WHEREAS, the Oklahoma City Urban Renewal Authority (the "Authority") is engaged in carrying out the Harrison-Walnut Urban Renewal Plan, as amended (the "Urban Renewal Plan"); and

WHEREAS, the Authority has heretofore authorized the acquisition of surplus right of way located in the Harrison-Walnut Renewal Project Area and the Oklahoma Health Center Project Plan area from the Oklahoma Department of Transportation ("ODOT") pursuant to the Agreement for Assistance in Implementing the Oklahoma Health Center Economic Development Project Plan, as amended ("ODOT Agreement"), in order to carry out the Urban Renewal Plan; and

WHEREAS, OG&E currently owns and operates a substation located on N.E. 10th Street, west of I-235, which is more than sixty years in age, making it infeasible for OG&E to continue its maintenance and operations of the substation; and

WHEREAS, OG&E desires to develop a new substation on a certain tract of land north of the existing substation, which is generally bound by the I-235 Service Ramp, N.E. 10th Street, and Oklahoma Avenue (the "Property"), as more particularly described and illustrated on Exhibit A attached hereto, together with certain additional land to be obtained by OG&E from Neighbors Holding, LLC; and

WHEREAS, OG&E desires to decommission and remediate its existing substation in order that the land under the existing substation, together with additional nearby land owned by OG&E will be available for future redevelopment by Neighbors Holding, LLC in connection with a proposed land swap negotiated between OG&E and Neighbors Holding, LLC; and

WHEREAS, OG&E and Neighbors Holding, LLC have expressed interest and willingness in to enter into a redevelopment agreement with the Authority for the respective future redevelopments; and

WHEREAS, the Executive Director desires to acquire the Property from ODOT pursuant to the ODOT Agreement, to commence due diligence activities on the Property in anticipation of its future acquisition and development, and to negotiate the terms of a C ontract for Sale and Redevelopment Agreement with OG&E and Neighbors Holding, LLC; and

WHEREAS, the Board of Commissioners deems it appropriate and desirable to authorize and direct the Executive Director and Legal Counsel to acquire the Property from ODOT in accordance with the ODOT Agreement, and to commence due diligence activities on the Property in anticipation of its future acquisition and development, including, without limitation, obtaining environmental studies, a survey, and title commitment; and

WHEREAS, the Board of Commissioners deems it appropriate and desirable to authorize and direct the Executive Director and Legal Counsel to conduct negotiations with OG&E and Neighbors Holding, LLC for a Contract for Sale and Redevelopment Agreement to be presented to the Board of Commissioners for review and consideration.

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

1. The Executive Director and Legal Counsel of the Authority are authorized and directed to take such actions as are necessary and appropriate to acquire the Property from ODOT in accordance with the ODOT Agreement.

2. The Executive Director and Legal Counsel of the Authority are authorized and directed to take such actions as are necessary and appropriate to commence due diligence activities on the Property in anticipation of its future acquisition and development, including, without limitation, obtaining environmental studies, a survey, and title commitment.

3. The Executive Director and Legal Counsel of the Authority are authorized and directed to conduct negotiations with OG&E and Neighbors Holding, LLC for a Contract for Sale and Redevelopment Agreement to be presented to the Board of Commissioners for review and consideration.

I, _____, Secretary of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, certify that the foregoing Resolution No. _____ was duly adopted at a **special** meeting of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, held at its offices at 105 North Hudson Avenue, Suite 101, Oklahoma City, Oklahoma on the **18th** day of **June**, **2015**; that said meeting was held in accordance with the By-Laws of the Authority; that any notice required to be given of such meeting was properly given; that a quorum was present at all times during the meeting; and that said Resolution was adopted by a majority of those Commissioners present.

_____
SECRETARY

(SEAL)

EXHIBIT A

Part of Parcels 211 & 212:

A strip, piece or parcel of land lying in part of Lots 23, 24 and 25, Block 6 of Classen's East Highland Parked Addition to the City of Oklahoma City, according to the recorded plat thereof, in Oklahoma County, Oklahoma. Said parcel of land being described by metes and bounds as follows:

Beginning at the SW corner of said Lot 25, said point being on the present East right-of-way line of N. Oklahoma Avenue and the West right-of-way line of Interstate Highway No. 235, thence N 01°21'00" E along said present right-of-way line and the West line of said Lot 25 a distance of 102.51 feet, thence N 89°31'36" E a distance of 29.01 feet to a point on the permanent West right-of-way line of Interstate Highway No. 235 and N. Oklahoma Avenue (relocated frontage road), thence S 19°42'08" E along said right-of-way line a distance of 108.51 feet to a point on the South line of Lot 23, thence S 89°31'36" W along said South line of said Lots 23, 24 and 25 a distance of 68.01 feet to the point of beginning. (Containing 4,970 sq. ft. or 0.11 acres, more or less.)

Also:

Part of Parcel 213 & All of Parcel 213.1:

A strip, piece or parcel of land lying in all of Lots 26, 27 and 28, and part of Lots 29, 30 and 31, Block 6 of Classen's East Highland Parked Addition to the City of Oklahoma City, according to the recorded plat thereof, in Oklahoma County, Oklahoma. Said parcel of land being described by metes and bounds as follows:

Beginning at the SW corner of said Lot 26, said point being on the present East right-of-way line of N. Oklahoma Avenue and the present West right-of-way line of Interstate Highway No. 235 and the present North right-of-way line of N.E. 11th Street, thence N 01°21'00" E along said present West right-of-way line and the West line of said Lot 26 a distance of 140.07 feet to the NW corner of said Lot 26, thence N 89°31'36" E along the North line of Lots 26, 27, 28 and 29 a distance of 75.62 feet to a point on the permanent West right-of-way line of Interstate Highway No. 235 and N. Oklahoma Avenue (relocated frontage road), thence S 19°42'08" E along said right-of-way line a distance of 148.27 feet to a point on the South line of Lot 31, said point being on the present North right-of-way line of N.E. 11th Street, thence S 89°31'36" W along said North right-of-way line and the South line of said Lots 31, 30, 29, 28, 27 and 26 a distance of 128.91 feet to the point of beginning. (Containing 14,317 sq. ft. or 0.33 acres, more or less.)

Also:

Part of Parcel 230 & All of Parcels 231, 232, & 232.1:

A strip, piece or parcel of land lying in part of Lot 20 and all of Lots 21, 22, 23, 24, 25 and 26, Block 7 of Classen's East Highland Parked Addition to the City of Oklahoma City, according to the recorded plat thereof, in Oklahoma County, Oklahoma. Said parcel of land being described by metes and bounds as follows:

Beginning at the SW corner of said Lot 26, said point being on the present East right-of-way line of N. Oklahoma Avenue and the present West right-of-way line of Interstate Highway No. 235, thence N 01°21'00" E along said right-of-way line and the West line of said Lot 26 to the NW corner of said Lot 26, said point being on the present South right-of-way line of N.E. 11th Street, thence N 89°31'36" E along said right-of-way line and the North line of said Lots 26, 25, 24, 23, 22 and 21 a distance of 142.08 feet to the NE corner of said Lot 21, said point being on the permanent West right-of-way line of Interstate Highway No. 235 and N. Oklahoma Avenue (relocated frontage road), thence S 10°18'43" E along said right-of-way line a distance of 142.09 feet to the SE corner of Lot 20, thence S 89°31'36" W along the South line of said Lots 20, 21, 22, 23, 24, 25 and 26 a distance of 170.82 feet to the point of beginning. (Containing 21,903 sq. ft. or 0.50 acres, more or less.)

Also:

All of Parcels 233 & 233.1 & Part of Parcel 234:

A strip, piece or parcel of land lying in all of Lots 27, 28, 29, 30, 31, 32 and 33, Block 7 of Classen's East Highland Parked Addition to the City of Oklahoma City, according to the recorded plat thereof, in Oklahoma County, Oklahoma. Said parcel being described as follows:

All of said Lots 27, 28, 29, 30, 31, 32 and 33, Block 7. (Containing 24,335 sq. ft. or 0.56 acres, more or less.)

Also:

Part of Parcel 250:

A strip, piece or parcel of land lying in all of Lot 2 and lying in Lots 3 to 5 inclusive, Block 9 of Classen's East Highland Parked Addition to the City of Oklahoma City, according to the recorded plat thereof, in Oklahoma County, Oklahoma. Said parcel being described as follows:

The West 20.00 feet of said Lot 2, Block 9.

Also:

All of said Lots 3 to 5 inclusive, Block 9. (Containing in both parcels 13,300 sq. ft. or 0.31 acres, more or less.)

Also:

Vacated Oklahoma Avenue

Vacated Oklahoma Avenue, CJ-2009-9071, East half of Oklahoma Avenue lying North of Park Place to South of Twelfth (12th) Street. (Containing 16,221 sq. ft. or 0.37 acres, more or less.)

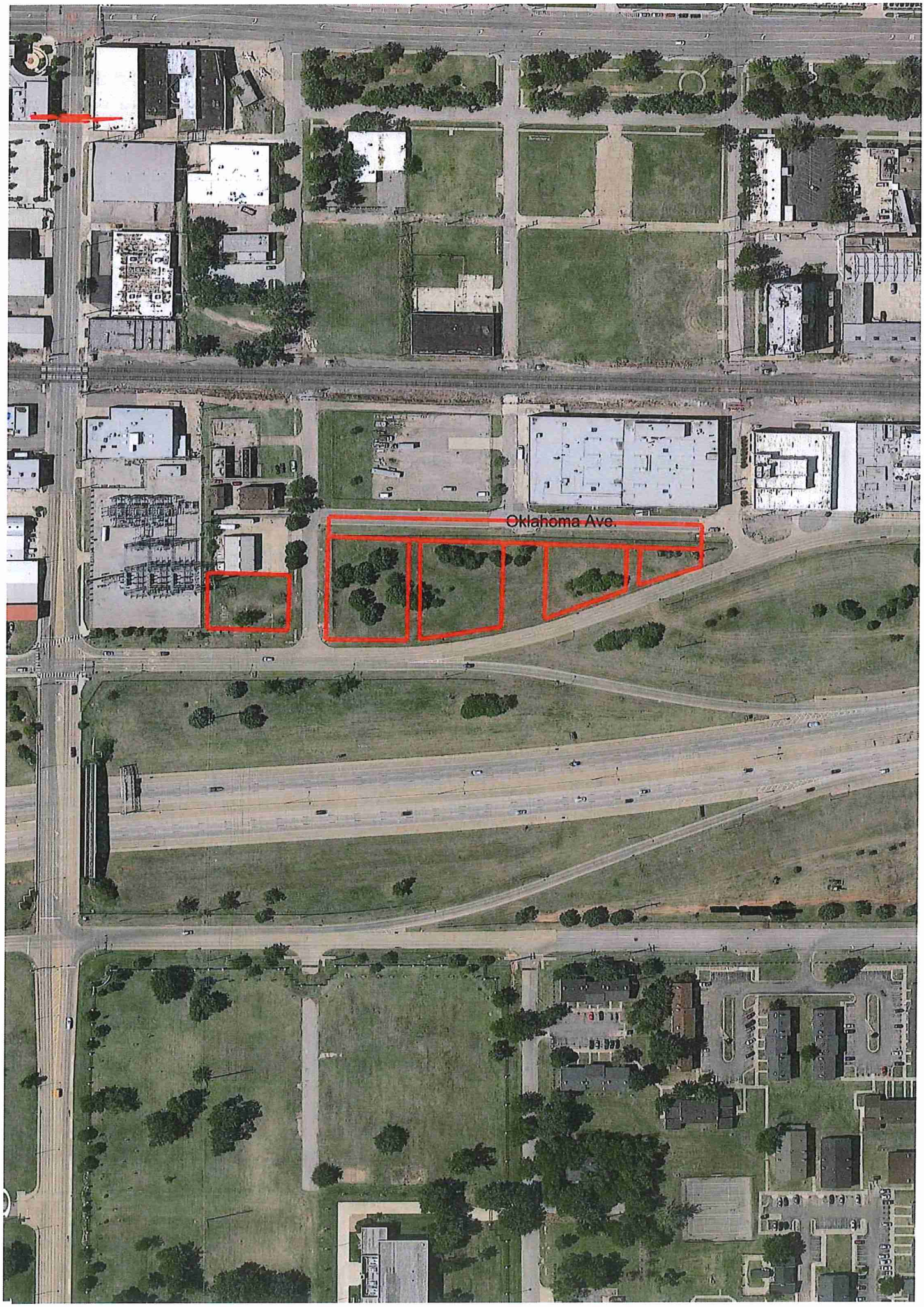
Existing and Vacated Street and Alleys

All rights, title, and interest in and to the adjacent existing and vacated streets and alleys, and including specifically, but not limited to all right, title and interest in and to the following:

Bounded by South right-of-way line of NE 12th Street on the North, bounded by the West right-of-way line of relocated Oklahoma Ave on the East, bounded by North right-of-way line of W. Park Place on the South, and bounded East right-of-way line of original Oklahoma Avenue (vacated) on the West.

Containing in all six (6) parcels a total of 95,066 sq. ft. or 2.18 acres, more or less.

Grantee shall have **NO RIGHTS OF INGRESS OR EGRESS** from said 2.18 acres, more or less, and existing and vacated street and alleys to the lands or right-of-way covered by the abutting Interstate Highway No. 235 Limited Access Highway facility and North Oklahoma Avenue (relocated – south bound frontage road) along the East side of the above described properties.


Oklahoma Ave.

Oklahoma Ave.

OKLAHOMA CITY
URBAN
RENEWAL
AUTHORITY

To: Board of Commissioners
From: Catherine O'Connor, Executive Director
Date: June 18, 2015
Ref: Resolution Approving Amendment to Redevelopment Agreement with Jazko, LLC, to Extend Deadlines, John F. Kennedy Urban Renewal Project

Background: In July of 2013, OCURA entered into a redevelopment agreement with Jazko, LLC for the construction of two, duplex units in the John F. Kennedy Project. The lots are located at the northeast and southeast corners of NE 10th Street and Lottie Avenue. The units were proposed as rentals. As per the redevelopment agreement, the project completion date was April 15, 2015.

During site visits to assess the status of the project it became apparent that it would not be completed by the deadline and each site gave the appearance of an abandoned, partially built duplex. 1300 NE 10th (Phase I) is approximately 60% complete, while 1301 NE 10th (Phase II) has the foundation poured and rough plumbing connected to the sewer. 1301 is approximately 10% complete.

Discussions were entered into with the redeveloper to negotiate a new completion date. The redeveloper was asked to document reasons for the delay and to provide evidence that he had retained a contractor to complete infrastructure work in the ROW. The water lines have now been extended and the meters are being installed.

Regardless of the merits of the redeveloper's arguments about the delays, it is in the best interest of OCURA to grant the completion deadline extensions and attempt to get the project finished. Staff also directed the redeveloper to secure the site and clean up weeds and trash.

Summary of Agenda Item: Amendment to Redevelopment Agreement to extend project completion timelines to August 31, 2015 for 1300 NE 10th Street, (Phase I, SE corner). The redeveloper had recommended July 28, 2015 but staff feels August 31, 2015 is more realistic. For 1301 NE 10th Street (Phase II, NE corner) staff is recommending an extension to March 18, 2016. The developer had requested a one year extension for 1301 and staff is recommending nine months.

Recommendation: Approval of Resolution

Attachments: Redeveloper Letter of Justification for Delays, Photos of Job Site

RESOLUTION NO. _____

RESOLUTION AUTHORIZING AND APPROVING AN AMENDMENT TO THE REDEVELOPMENT AGREEMENT WITH JAZKO, LLC, AN OKLAHOMA LIMITED LIABILTY COMPANY, JOHN F. KENNEDY URBAN RENEWAL PROJECT

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

WHEREAS, the Authority has previously approved a Redevelopment Agreement by and between the Authority and Jazko, LLC ("Redeveloper") dated July 17, 2013, for the development of the following parcels of land located within the Project Area:

> All of Lots Nineteen (19) and Twenty (20), Block Two (2), and all of Lots Nineteen (19) and Twenty (20), Block Thirteen (13), Oak Park Amended Addition to Oklahoma City, Oklahoma County, in the State of Oklahoma, according to the recorded plat thereof, including all right, title and interest in and to vacated streets and alleys abutting thereon, less and except oil, gas and other minerals subject to restrictions and covenants of record; and

WHEREAS, the Redeveloper has approached the Authority to negotiate an amendment to the Redevelopment Agreement ("Amendment") allowing for an extension of time for certain performance obligations set forth in the Redevelopment Agreement; and

WHEREAS, the Authority's Board of Commissioners deems it appropriate and desirable to authorize the Amendment and to authorize the Executive Director to execute the Amendment.

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

1. The Amendment to the Redevelopment Agreement by and between the Authority and Jazko, LLC, is hereby authorized and approved, and the Executive Director, is authorized and directed to finalize and execute the Amendment.

2. The Executive Director and Legal Counsel of the Authority are authorized to execute such documents and take such actions as may be necessary or appropriate to implement the Redevelopment Agreement, as amended, including approval of further amendments, corrections and 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 may be appropriate to performing the terms of the Redevelopment Agreement, as amended.

I, _____, Secretary of the Board of Commissioners for the Oklahoma City Urban Renewal Authority, certify that the foregoing resolution 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 **18th** day of **June, 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)

AMENDMENT TO
CONTRACT FOR SALE OF LAND AND REDEVELOPMENT
BETWEEN
OKLAHOMA CITY URBAN RENEWAL AUTHORITY
and
JAZKO, LLC

THIS AMENDMENT, effective on or as of the 18th day of June, 2015, amends the Contract for Sale of Land and Redevelopment dated July 17, 20 13 ("Redevelopment Agreement"), by and between the **OKLAHOMA CITY URBAN RENEWAL AUTHORITY**, an Oklahoma public body corporate ("Authority"), established pursuant to the Urban Redevelopment Law of the State of Oklahoma ("Urban Renewal Act"), and having its offices at 105 North Hudson Avenue, Suite 101, Oklahoma City, Oklahoma 73102; and **JAZKO, LLC**, an Oklahoma limited liability company ("Redeveloper") having its offices at 620 North Berry Road, Norman, Oklahoma 73069.

WITNESSETH:

WHEREAS, in furtherance of the objectives of the Urban Renewal Act, Authority has undertaken a program for the clearance and rehabilitation of slum and blighted areas in the City of Oklahoma City ("City"), and in this connection is engaged in carrying out an urban renewal plan ("Urban Renewal Plan") known as the John F. Kennedy Urban Renewal Project ("Project") in an area ("Project Area") located in the City; and

WHEREAS, pursuant to the Urban Renewal Plan, the Board of Commissioners of the Authority approved the Redevelopment Agreement, which reflects the terms for undertaking the development in accordance with the Urban Renewal Plan; and

WHEREAS, the parties desire to amend the Redevelopment Agreement.

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

1. Section 301 of the Redevelopment Agreement is amended to read as follows:

SECTION 301. Time for Commencement and Completion of Improvements.

Phase I shall consist of one two-family home on Lots Nineteen (19) and Twenty (20) of Block Thirteen (13), Oak Park Amended Addition.

Phase II shall consist of one two-family home on Lots Nineteen (19) and Twenty (20) of Block Two (2), Oak Park Amended Addition.

The construction of the Improvements which are referred to in Section 305 below will be commenced and completed in accordance with the following schedule:

Phase I:

COMMENCEMENT DATE — By October 15, 2013
COMPLETION DATE — By August 31, 2015

Phase II:

COMMENCEMENT DATE — By October 15, 2013
COMPLETION DATE — By March 18, 2016

IN WITNESS WHEREOF, the Authority has caused this Amendment to Contract for Sale of Land and Redevelopment to be duly executed in its name and behalf by its Executive Director, and the Redeveloper has caused this Amendment to be duly executed in its name and behalf by its Authorized Member.

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

By: _____
Catherine O'Connor, Executive Director

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKAHOMA)

Before me, the undersigned, a Notary Public in and for said County and State, on this _____ day of _____, 2015, personally appeared Catherine O'Connor, to me known to be the identical person who executed the foregoing instrument as the Executive Director for the Oklahoma City Urban Renewal Authority, and acknowledged to me that she executed the same as her free and voluntary act on behalf of the Oklahoma City Urban Renewal Authority, for the uses and purposes therein set forth.

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

_____
NOTARY PUBLIC

My Commission No.: _____
My Commission Expires: _____

"REDEVELOPER" **JAZKO, LLC**
a limited liability company

By: _____
Gerard Jazzar, Authorized Member

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKAHOMA)

Before me, the undersigned, a Notary Public in and for said County and State, on this _____ day of _____, 2015, personally appeared Gerard Jazzar, to me known to be the identical person who executed the foregoing instrument as the Authorized Member for Jazko, LLC, and acknowledged to me that he executed the same as his free and voluntary act on behalf of Jazko, LLC, for the uses and purposes therein set forth.

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

_____
NOTARY PUBLIC

My Commission No.: _____
My Commission Expires: _____

MEMO

Date: May 31, 2015

To: Denise Balkas
The Alliance for Economic Development of Oklahoma City
105 North Hudson Avenue, Suite 101
Oklahoma City, OK 73102

From: Gerard Jazzar
JazKo
620 N. Berry Road
Norman, OK 73069

Subject: Extension of Time for Redevelopment Agreement on 10th & Lottie

1. As you know from our most recent meeting we were experiencing difficulty getting our water hooked up and the meters set. Due to the fact that the city water main is in the center of the street the bids we have received so far $16,400 (Atlas Plumbing) and $11,800 (from DMI Plumbing) both are City of Oklahoma City-approved utility contractors selected from, the list I received from the Water/Wastewater Dept.

2. The extraordinary costs and delays associated with this work can be attributed to City requirements to maintain sufficient distance between the meters and from the meters to the fire hydrant. Our plumber's original plan to locate the meters on the east side of the property had to be modified to gain City approval.

3. This expense comes on the heels of $5,200 we have already paid to get the sewers hooked up due to the extraordinary depth of the pipe. Please bear in mind that these are two sewer lines per duplex (four total) and four (4) water lines, each with their own meter, as we do not wish to incur the street and boring expense again for the second building.

4. We have entered into a contract with Joe Dogg at DMI Plumbing to have the water lines and meters installed but he has insisted that he will need *at least* a week (7 days) with **NO** rain to have conditions dry enough to cut the street at the main, bore across from the curbs, tie into the main and replace the asphalt. He cannot and will not begin work until those weather conditions have been met and we have not had sufficiently dry weather to finish this job since that contract was entered into more than three (3) weeks ago.

5. Also, as I explained to you earlier, a window on one unit has been broken into and the electrical wiring has been cut out. The carrier on my builder's risk policy indicated that I must get the OCPD to prepare a police report to have our adjuster come out and file a claim. I have contacted OCPD and was instructed to call back from the site and they will have an officer dispatched to the property. He will prepare the report then. Once that is accomplished our adjuster will visit the site and finalize our claim.

6. We had already passed our electrical mechanical inspection. However, now, the wiring will have to be re-inspected. Our drywall contractor can work in the rain but we cannot bring him in until the wiring and the plumbing are finalized and inspected; and in order to get that done water will have to be hooked up as outlined in paragraphs 1 and 2. Naturally with the water meters being set in the driveway our concrete cannot be poured until the meters are in place.

7. We have hired Luis Mata to spray for weeds and sling blade the property. Since I spoke to you he has sprayed twice but on both occasions we had rainfall within 48 hours and the vegetation did not respond as hoped. As the weather improves we will accomplish this work yet again and as soon as he can get on the site without being up to his ankles in mud he will cut the grass.

8. The drywall contractor and the concrete finishers have been retained subject to scheduling. The electrical contractor has been retained and will be rescheduled as soon as the adjuster inspects the damage

Weather permitting, the first duplex should be completed by July 28th. As I mentioned to you earlier, we are waiting to get the water meters installed. Once that is completed, the concrete people, dry-wall people and finishers are already retained and ready to proceed with their portion of the work. As for the second duplex, I'm requesting an extension of one year to avoid problems with our contract in the event of any additional unforeseen delays. However, I don't think it will take that long.

I am attaching our signed contract with DMI Plumbing per your request. Their name is on our permit for them to do the work.

DMI PLUMBING LLC

BILLING ADDRESS
2722 WINSTON ROAD
OKLA., CITY, OK., 73120

BID ESTIMATE

DATE: 5-1-15

CUSTOMER:GERARD JAZZAR
BILLING ADDRESS: 620 N BERRY RD
NORMAN, OKLA. 73069
ATTN: GERARD

JOB LOCATION: 1300 & 1301 NE 10TH STREET
OKLAHOMA CITY, OKLA., 73117

JOB DESCRIPTION	
Barricade street-Make street cut-excavate site Make FOUR 1" taps on city water main Make two bores for meters on N side of street Set Four 5/8ths meters Haul off cement, spoils, etc. Put back street according to city specs We supply boring & street cut permits according to city requirements.	$11,500.00
**********	
PYMT DUE UPON COMPLETION	
ACCEPT/DECLINE-CIRCLE ONE	
CUSTOMER SIGNATURE:	
TOTAL	$11,500.00

DMI PLUMBING LLC., will backfill excavations to a rough grade and will not be responsible for landscaping, fences, or unmarked utility lines. We are also not responsible for retaining walls, sidewalks, parking lots, patios, trees, shrubs,yards,flowers,sprinkler lines,personal utility lines,or any other personal lines. All bid estimates unless previously stated and agreed upon are in the dirt pricing only. If we encounter underground rock, underground retaining walls, etc., additional charges will be made over and beyond the estimate IF additional time OR equipment is necessary to complete the job. Payment should be made upon completion of job unless prior arrangements have been made. If you have any questions about any of the above, please ask now. Thank you for your cooperation.

NOTE: Realize that on any excavation that when the rough back-fill is performed the soil will stand above the ground level by one to several feet. We will show you the best way to get the dirt to return to it's normal level, but the responsibility to perform this task is the customers.

BID PRICES GOOD FOR 15 DAYS.

NE 10th St

OKLAHOMA CITY
URBAN
RENEWAL
AUTHORITY

To: Board of Commissioners
From: Catherine O'Connor, Executive Director
Date: June 18, 2015
Ref: Resolution Approving Renewal of Annual Professional Services Agreement with the Center for Economic Development Law PLLC to Provide Community Development Block Grant Related Legal Services for Fiscal Year 2015-2016

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

Summary of Agenda Item: The resolution approves a professional services contract for fiscal year 2015-2016 with the Center for Economic Development Law for CDBG related legal services. The contract includes a not to exceed amount of $180,000.

Recommendation: Approval of Resolution

Attachments: Professional Services Contract

RESOLUTION NO. _____

RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT WITH THE CENTER FOR ECONOMIC DEVELOPMENT LAW PLLC TO PROVIDE COMMUNITY DEVELOPMENT BLOCK GRANT-RELATED LEGAL SERVICES FOR FISCAL YEAR 2015–2016

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

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

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

WHEREAS, the City will be entering into a Community Development Block Grant (CDBG) Operating Agreement with the Oklahoma City Urban Renewal Authority ("Authority"), for the fiscal year 2015-2016, for the day-to-day conduct of a community development program under eligible provisions of the Act while at the same time reserving to the City complete authority and responsibility for the approval of such a community development program, its funding and budget, and the terms and conditions under which the program shall be conducted ("Operating Agreement"); and

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

WHEREAS, 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 re-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 2015-2016.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Oklahoma City Urban Renewal Authority that the CDBG General Counsel Services Agreement for Fiscal Year 2015–2016, 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 **18th** day of **June, 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 2015–2016 FOR THE PROVISION OF GENERAL COUNSEL SERVICES NEEDED IN CONNECTION WITH THE CDBG PROGRAM IN ACCORDANCE WITH THE CDBG OPERATING AGREEMENT BETWEEN THE OKLAHOMA CITY URBAN RENEWAL AUTHORITY AND THE CITY OF OKLAHOMA CITY

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

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

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

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

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

WHEREAS, the City will be entering into a Community Development Block Grant (CDBG) Operating Agreement with the Oklahoma City Urban Renewal Authority ("Authority"), for the fiscal year 2015-2016, 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 2015-2016.

NOW, THEREFORE, effective on or as of July 1, 2015, 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, 2015 to June 30, 2016, 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, 2016, 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 $180,000.00 for the fiscal year unless such limit is modified by the Executive Director of the Authority. It is understood that this Agreement is funded only with CDBG funds through the Oklahoma City Community Development Block Grant Program as administered by the City and the Authority, and therefore services provided under this Agreement are subject to those regulations and restrictions normally associated with federally-funded programs. CEDL's DUNS number is 13-682-3150. Every invoice CEDL sends to the Authority shall include CEDL's DUNS number.

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

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

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

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

(ii) If upon i nvestigation, 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 or 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 R elating to Equal Employment Opportunity," and as supplemented by regulations at 41 C FR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties hereto set their hands this_____day of June, 2015.

(SIGNATURE PAGE FOLLOWS)

OKLAHOMA CITY URBAN RENEWAL AUTHORITY

By:_____
J. Larry Nichols, Chairman

ATTEST:

_____
Mary Mélon, Secretary

CENTER FOR ECONOMIC DEVELOPMENT LAW, PLLC

By: _____
Leslie V. Batchelor, President

EXHIBIT A

SCOPE OF SERVICES FOR FISCAL YEAR 2015-2016
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 be half of the Oklahoma City Urban Renewal Authority ("Authority"), pursuant to the Community Development Block Grant Services Agreement for fiscal year 2015-2016, and consistent with the terms of the Community Development Block Grant (CDBG) Operating Agreement for fiscal year 2015-2016 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:

Position	Hourly Rate
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

Oklahoma City Urban Renewal Authority
Combining Balance Sheet and
Statement of Revenues, Expenditures and Changes in Fund Balance
as of and for the Eleven Months Ending May 31, 2015

	Closeout Project Fund	Revolving Fund	Core to Shore MAPS 3 Fund	Core to Shore Buffer	SEP II Fund	Harrison-Walnut Other Fund	Nonfederal Fund	OCRC	Bass Pro Shop Fund	Total	Budget 2014-15
Assets											
Cash	3,484,436	13,035	14,751	1,232,184	-	35,588	446,504	221,686	493,394	5,941,578	
Investments	3,444,000	-	-	-	-	-	495,000	-	245,000	4,184,000	
Accounts Receivable	-	17,201	-	-	-	-	-	-	-	17,201	
Due from Other Governmental Entities	-	8,103	1,685	-	-	-	-	-	-	9,788	
Due from Other Funds	427,446	291,891	-	-	-	-	87,530	-	-	806,868	
Total Assets	7,355,883	330,229	16,435	1,232,184	-	35,588	1,029,034	221,686	738,394	10,959,434	
Liabilities and Fund Balances											
Due to Other Funds	-	330,152	176,287	-	45,706	252,489	2,234	-	-	806,868	
Accounts Payable	539	78	-	-	-	-	-	-	-	617	
Deposits	-	-	-	-	-	30,000	-	-	-	30,000	
Total Liabilities	539	330,229	176,287	-	45,706	282,489	2,234	-	-	837,484	
Total Fund Balances	7,355,344	-	(159,852)	1,232,184	(45,706)	(246,901)	1,026,800	221,686	738,394	10,121,950	
Total Liabilities and Fund Balances	7,355,883	330,229	16,435	1,232,184	-	35,588	1,029,034	221,686	738,394	10,959,434	
Revenues											
Grant Revenues - CDBG	1,304,996	-	-	-	-	-	-	-	-	1,304,996	1,844,274
Grant Revenues - Other	-	-	-	-	-	-	-	-	-	-	-
Rentals	125,178	-	-	-	-	-	-	-	524,337	649,515	736,820
Real Estate Sales	2,574,765	-	-	-	-	42,000	64,595	-	-	2,681,360	3,250,000
Interest	22,360	-	-	121	-	-	1,409	78	-	23,968	25,000
Core to Shore MAPS 3 Project	-	-	22,500	-	-	-	-	-	-	22,500	250,000
Other	-	-	-	-	-	-	-	-	-	-	-
Total Revenues	4,027,299	-	22,500	121	-	42,000	66,004	78	524,337	4,682,340	6,106,094
Expenditures											
General and Administrative	494,078	-	64,269	29,615	11,502	209,154	1,040	-	46,592	856,250	898,500
Real Estate Acquisition	934,964	-	80,230	614	-	7,775	-	-	-	1,023,583	2,300,000
Property Disposition	404,217	-	97	(114)	345	2,855	-	-	-	407,400	400,000
Site Clearance/Improvements	-	-	-	39,219	-	-	-	-	4,728	43,947	100,000
Legal and Professional	424,307	-	118,919	21,330	25,369	71,295	-	-	1,675	662,895	400,000
Property Management	266,566	-	-	-	-	-	-	-	139,765	406,330	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	2,533,618	-	263,516	90,664	45,706	294,489	1,140	-	192,759	3,421,892	6,696,000
Changes in Fund Balance	1,493,681	-	(241,016)	(90,544)	(45,706)	(252,489)	64,865	78	331,578	1,260,448	(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	7,355,344	-	(159,852)	1,232,184	(45,706)	(246,901)	1,026,800	221,686	738,394	10,121,950	

Oklahoma City Urban Renewal Authority
Combining Balance Sheet and
Statement of Revenues, Expenditures and Changes in Fund Balance
as of and for the One Month Ending May 31, 2015

	Closeout Project Fund	Revolving Fund	Core to Shore MAPS 3 Fund	Core to Shore Buffer	SEP II Fund	Harrison-Walnut Other Fund	Nonfederal Fund	OCRC	Bass Pro Shop Fund	Total
Assets										
Cash	3,484,436	13,035	14,751	1,232,184	-	35,588	446,504	221,686	493,394	5,941,578
Investments	3,444,000	-	-	-	-	-	495,000	-	245,000	4,184,000
Accounts Receivable	-	17,201	-	-	-	-	-	-	-	17,201
Due from Other Governmental Entities	-	8,103	1,685	-	-	-	-	-	-	9,788
Due from Other Funds	427,446	291,891	-	-	-	-	87,530	-	-	806,868
Total Assets	7,355,883	330,229	16,435	1,232,184	-	35,588	1,029,034	221,686	738,394	10,959,434
Liabilities and Fund Balances										
Due to Other Funds	-	330,152	176,287	-	45,706	252,489	2,234	-	-	806,868
Accounts Payable	539	78	-	-	-	-	-	-	-	617
Deposits	-	-	-	-	-	30,000	-	-	-	30,000
Total Liabilities	539	330,229	176,287	-	45,706	282,489	2,234	-	-	837,484
Total Fund Balances	7,355,344	-	(159,852)	1,232,184	(45,706)	(246,901)	1,026,800	221,686	738,394	10,121,950
Total Liabilities and Fund Balances	7,355,883	330,229	16,435	1,232,184	-	35,588	1,029,034	221,686	738,394	10,959,434
Revenues										
Grant Revenues - CDBG	61,438	-	-	-	-	-	-	-	-	61,438
Grant Revenues - Other	-	-	-	-	-	-	-	-	-	-
Rentals	4,358	-	-	-	-	-	-	-	52,434	56,792
Real Estate Sales	2,081	-	-	-	-	-	-	-	-	2,081
Interest	1,628	-	-	10	-	-	175	7	-	1,820
Core to Shore MAPS 3 Project	-	-	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-	-	-
Total Revenues	69,506	-	-	10	-	-	175	7	52,434	122,131
Expenditures										
General and Administrative	13,154	-	8,162	9,775	1,846	33,879	286	-	-	67,102
Real Estate Acquisition	-	-	3,150	-	-	-	-	-	-	3,150
Property Disposition	-	-	-	-	-	-	-	-	-	-
Site Clearance/Improvements	-	-	-	39,219	-	-	-	-	173	39,392
Legal and Professional	80,010	-	20,284	300	3,254	19,068	-	-	-	122,916
Property Management	23,024	-	-	-	-	-	-	-	-	23,024
Payments to the City of OKC	-	-	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-	-	-
Total Expenditures	116,188	-	31,596	49,294	5,100	52,947	286	-	173	255,585
Changes in Fund Balance	(46,682)	-	(31,596)	(49,284)	(5,100)	(52,947)	(112)	7	52,261	(133,454)
Fund Balance, Beginning of Period	7,402,026	-	(128,256)	1,281,468	(40,606)	(193,954)	1,026,912	221,679	686,134	10,255,403
Fund Balance, Current	7,355,344	-	(159,852)	1,232,184	(45,706)	(246,901)	1,026,800	221,686	738,394	10,121,950

Oklahoma City Urban Renewal Authority
Schedule of Investments
May 31, 2015

Investments	Interest Rate	Maturity Date	Settlement Date	Amount
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