

AGENDA
REGULAR MEETING OF
OKLAHOMA CITY URBAN RENEWAL AUTHORITY
WEDNESDAY, JUNE 17, 2020
TELECONFERENCE
10:30 A.M.

This meeting will be held by teleconference for the Board of Commissioners of the Oklahoma City Urban Renewal Authority (OCURA) as authorized by SB 661 and the state of emergency declared by Gov. Kevin Stitt on March 15, 2020. If a member of the public wishes to participate, the meeting can be accessed online at <https://us02web.zoom.us/j/85086931433> (which will allow the presentation(s) to be viewed); or by dialing *1 (346) 248 7799. Meeting ID: 850 8693 1433. Password: 349275.* Commissioners of OCURA will be appearing via teleconference:

Mr. J. Larry Nichols (via teleconference)
Ms. Judy J. Hatfield (via teleconference)
Mr. Mark Beffort (via teleconference)
Mr. James R. Tolbert (via teleconference)
Mr. Russell Perry (via teleconference)

Written materials for this meeting are available to the public at:

<https://www.theallianceokc.org/2020-meetings>

If a member of the public wishes to speak under the agenda item “Citizens to be heard”, please email: Elizabeth.larios@theallianceokc.org prior to the meeting time with your name, address phone number, and the topic on which you would like to speak.

Meeting video and audio will be recorded.

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 on Wednesday, April 15, 2020

SPORTS ENTERTAINMENT PARKING

5. Resolution No. _____ Approving Second Amendment to Lease with Bass Pro Outdoor World, L.L.C., and Authorizing the Executive Director, with the Assistance of Legal Counsel, to Finalize Terms of Proposed Amendment; Maps Sports-Entertainment-Parking Support Redevelopment Plan

HARRISON/WALNUT

6. Resolution No. _____ Approving Design Development Documents Submitted by the Hill at Bricktown, L.L.C. for the Development of Phase I (Block 6, Lots 8 through 14), Harrison-Walnut Urban Renewal Plan

NORTHEAST RENAISSANCE

7. Resolution No. _____ Resolution Accepting the Lowest Responsible Bids and Awarding and Approving Contracts for the Removal of Storage Tanks and Ancillary Environmental Remediation at 2445 and 2523 North Martin Luther King, Jr. Boulevard; Northeast Renaissance Urban Renewal Plan

CENTRAL BUSINESS DISTRICT

8. Resolution No. _____ Approving Schematic Design Studies and Authorizing the Executive Director to Approve Design Development Documents, Construction Documents, Landscape Plans, and Evidence of Financing to be Submitted by 700 West 4th, LLC for the Development of Property Located at the Southeast Corner Of NW 4th Street and Shartel Avenue, Amended and Reissued Central Business District Urban Renewal Plan (Project Okla. R-30)
9. Resolution No. _____ Supporting the Creation of the Third-Generation Business Improvement District, Improvement and Special Services District No. 6; Ratifying the Executive Director's Execution of Petition to the City; and Authorizing the Executive Director to Participate in the Implementation of such Business Improvement District

JFK PROJECT AREA

10. Resolution No. _____ Approving a Redevelopment Agreement with AE Silva Properties, LLC, for Development of a Two-Family (Duplex) Residence on Lots 28-30, Block 28, Oak Park Amended Addition, John F. Kennedy Urban Renewal Plan

CORE TO SHORE

11. Resolution No. _____ Authorizing the Disposition of Property Located West of Robinson Avenue in between West Reno Avenue and Southwest 2nd Street, Core to Shore Urban Renewal Project

OCURA AGENDA

June 17, 2020

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GENERAL MATTERS

12. Resolution No. _____ Approving and Adopting a CDBG Microenterprise Business Program to Benefit Low- and Moderate-Income Areas and Persons, Ratifying Actions taken in Setting up the Program, and Authorizing Staff to Continue Taking Actions to Implement the Program
13. Resolution No. _____ Approving a Budget for the Period of July 1, 2020, through June 30, 2021
14. Presentation of Interim Financial Report for the Period Ending April 30, 2020
15. Staff Report
16. Citizens to be heard
17. Adjournment

POSTED at the offices of the City Clerk, and at <https://www.theallianceokc.org/2020-meetings> by 10:30 a.m. on Tuesday, June 16, 2020 by Pam Lunnon, Executive Assistant

OCURA BOARD OF COMMISSIONERS INSTRUCTIONS FOR TELECONFERENCE

The June 17, 2020 OCURA meeting will be a teleconference with video only of the presentation slides (not the participants). To join the meeting, click on the following computer link: <https://us02web.zoom.us/j/85086931433>. This is necessary to view the presentations. To use telephone audio rather than computer audio, use a telephone to call **1 (346) 248 7799** and when prompted enter Meeting ID: **850 8693 1433** and **Password: 349275**: beginning at 10:30 a.m. on Wednesday, June 17 2020. The phones will remain live during the entire meeting for roll call and the ability to ask questions and make comments. Roll call will be taken every 15 minutes to ensure quorum is in attendance. Please announce if you need to leave at any time during the meeting so the Secretary will know you are absent and have not been disconnected.

If the teleconference is disconnected at anytime during the meeting, the meeting shall be stopped and reconvened once the audio connection is restored. The Chairman will announce at the beginning of the meeting that if connections are lost, the OCURA will attempt to restore communications for a maximum of ten minutes and if communications cannot be restored, the meeting will reconvene at a certain date, time, and place.

All items requiring action will be recorded by voice vote. Pam Lunnon will ask each member to respond with “Aye or Nay” or “Yes or No”. If you need to recuse yourself, please announce you are leaving the meeting to recuse yourself. If you do not respond to roll call, you will be recorded as being absent.

The meeting will be recorded and available to staff after the meeting. Staff will be available on the teleconference for questions or comments.

Citizens are requested to email Elizabeth.larios@theallianceokc.org in advance of the meeting to request to be heard under “Citizens to be Heard.” All citizen participation phones will be muted during the meeting until the Chair recognizes the citizen to comment.

If you have any questions or comments about the substance or requirements for the meeting, please contact Cathy O’Connor or Leslie Batchelor. If you have technical or logistical questions, please contact Elizabeth Larios.

Additional Instructions About Zoom Meetings:

Although you can participate in Zoom meetings by either Zoom video conference on the computer link or by calling into the Zoom conference phone line, joining by the computer link is necessary in order to view the presentations on screen.

Pre-Meeting:

- If you are accessing a Zoom **video conference from your computer** for the first time, allow 5-10 minutes ahead of the meeting to get set up.

- When you click the weblink for the conference, you will have to download a driver onto your computer.
- You only download the driver once.
- You can video conference without a computer camera—it will just be audio through your computer microphone.
- If you're trying to Zoom **video conference from your phone**, download the App ahead of time.
 - Search Zoom in the App store. The app is called Zoom Cloud Meetings (it is a blue with a white camera icon).
- If you're trying to Zoom **phone conference call**, make sure you have the conference call number and meeting ID available.

To Start Meeting:

- Click on the link **or** call the number to access the Zoom meeting.
 - You can do not have to do both, just one or the other.
- Enter “meeting ID” if prompted.
- Enter “Password” if prompted
- You can enable computer abilities, like microphone, camera, chat, screen share, etc.
 - Please be aware you will be muted by host upon entry to the meeting.

During Meeting:

- Set up screen preferences.
- If you notice you're getting feedback, you might have two microphones on (one from the computer and one from the phone), so please mute one of them.
- If you have a technical emergency with Zoom during the meeting, email Elizabeth.larios@theallianceokc.org.

To End Meeting:

- Host can end entire meeting.
- Host can leave meeting and have others on call continue to meet without host present.

Best Practices:

- Make sure you have a copy of the meeting info in case your primary method of communication goes down. For example, if you're video conferencing, write down the call-in number, just in case your computer dies.
- Pay attention to what microphone you have on during the conference meeting. Feedback and background noise can be very disruptive to others on the conference call.
- Keep yourself on mute until you are ready to speak. If you are on mute, you can press the spacebar to hop off/on mute.

MINUTES OF REGULAR MEETING
OF THE
OKLAHOMA CITY URBAN RENEWAL AUTHORITY
APRIL 15, 2020

This Regular Meeting Notice via teleconference was posted on okc.gov at 3:16 p.m. on April 2, 2020. The Regular Meeting Agenda via teleconference was posted on okc.gov at 2:48 p.m. on April 13, 2020. The Chair announced if the teleconference is disconnected anytime during the meeting, the meeting shall be stopped and reconvened once the audio connections is restored. If communication is unable to be restored within 10 minutes, items remaining for consideration will be moved to May 20th at 10:30 a.m., which is our next regularly scheduled meeting.

The Chairman called the meeting to order and stated that the meeting was being held in compliance with the Oklahoma Open Meeting Law. Pam Lunnon called roll and the following Commissioners were present via teleconference:

Mr. J. Larry Nichols
Ms. Judy J. Hatfield
Mr. Mark Beffort
Mr. James R. Tolbert
Mr. Russell Perry

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, March 18, 2020.

Commissioner Beffort moved the adoption of the minutes, and upon second by Commissioner Perry, motion carried by the following roll call votes:

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

Minutes Approved

The Chairman introduced the following resolutions:

CENTRAL BUSINESS DISTRICT

Resolution No. 5915 entitled:

OCURA Board of Commissioners, Wednesday, April 15, 2020

“Conditionally Designating a Redeveloper for Certain Property Located at the Southeast Corner of North E.K. Gaylord Boulevard and Northwest 4th Street, Constituting Redevelopment Parcel No. 1, Amended and Reissued Central Business District Urban Renewal Plan (Project Okla. R-30)”

Commissioner Tolbert moved the adoption of the resolution, and upon second by Commissioner Hatfield, motion carried by the following roll call votes:

Mr. J. Larry Nichols	Aye
Ms. Judy J. Hatfield	Aye
Mr. Russell M. Perry	Aye
Mr. James R. Tolbert, III	Aye
Mr. Mark Beffort	Recused himself from vote

Resolution Adopted

JFK PROJECT AREA

Resolution No. 5916 entitled:

“Approving a Redevelopment Agreement with Derrick Sier and Tequia Sier for a Single-Family Home on all of Lots 16 and 17, Block 14, Bath Highland Addition to Oklahoma City, John F. Kennedy Urban Renewal Plan”

Commissioner Beffort moved the adoption of the resolution, and upon second by Commissioner Tolbert, motion carried by the following roll call votes:

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

Resolution Adopted

Resolution No. 5917 entitled:

OCURA Board of Commissioners, Wednesday, April 15, 2020

“Authorizing the Executive Director to Grant Reasonable Extensions of Time to Perform Under Redevelopment Agreements Effected by the Ongoing Public Health Emergency, John F. Kennedy Urban Renewal Plan”

Commissioner Perry moved the adoption of the resolution, and upon second by Commissioner Hatfield, motion carried by the following roll call votes:

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

Resolution Adopted

HARRISON/WALNUT

Resolution No. 5918 entitled:

“Approving Schematic Design Studies Submitted by The Hill at Bricktown, L.L.C. for the Development of Phase I (Block 6, Lots 8 through 14), Harrison-Walnut Urban Renewal Plan”

Commissioner Tolbert moved the adoption of the resolution, and upon second by Commissioner Beffort, motion carried by the following roll call votes:

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

Resolution Adopted

GENERAL MATTERS

Resolution No. 5919 entitled:

“Adding Certain Independent Appraisal Services Providers to the Approved Vendors List for Professional Services Providers”

OCURA Board of Commissioners, Wednesday, April 15, 2020

Commissioner Tolbert moved the adoption of the resolution, and upon second by Commissioner Hatfield, motion carried by the following roll call vote:

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

Resolution Adopted

Resolution No. 5920 entitled:

“Authorizing an Amendment to the Community Development Block Grant Operating Agreement with the City Of Oklahoma City for Fiscal Year 2019–2020 to Provide Additional Funding for a Microenterprise Business Program to Benefit Low- and Moderate-Income Areas and Persons, and Execution of the Amendment by the Executive Director”

Commissioner Perry moved the adoption of the resolution, and upon second by Commissioner Tolbert, motion carried by the following roll call vote:

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

Resolution Adopted

Financial Report

Geri Harlan presented the financial reports through February 29, 2020

Staff Report

Citizens to be heard

OCURA Board of Commissioners, Wednesday, April 15, 2020

Cathy O’Conner made a few comments. The Freedom Center as part of the MAPS 4 Project wants to keep the gas station building to convert into a café or something else. OCURA owns the property and is removing underground tanks. OCURA is holding the property to see how that project moves forward. Homeland Project on 36th & Lincoln is moving forward.

There being no further business to come before the Board, the meeting was adjourned at 11:12 p.m.

Secretary

OKLAHOMA CITY

URBAN
RENEWAL
AUTHORITY

To: Board of Commissioners
From: Catherine O'Connor, Executive Director
Date: June 17, 2020
Ref: Resolution Approving Second Amendment to Lease With Bass Pro Outdoor World, L.L.C., and Authorizing the Executive Director, with the Assistance of Legal Counsel, to finalize terms of Proposed Amendment; Maps Sports-Entertainment-Parking Support Development Plan

Background: OCURA has undertaken a program for the development of a blighted area in the City of Oklahoma City, and is engaged in implementation of the MAPS Sports-Entertainment-Parking Support Redevelopment Plan. In coordination with the City, OCURA owns and leases a building in Bricktown to Bass Pro Outdoor World, LLC. In response to the COVID-19 pandemic and its effect on retail establishments over the past few months, Bass Pro has requested relief from a portion of its monthly rent obligation. The Executive Director, General Counsel and City representatives have proposed a Second Amendment to the Bass Pro Operating Lease that provides temporary rent reduction in exchange for certain items, including a ten year extension of the initial lease term.

Summary of Agenda Item: The resolution approves the Second Amendment and authorizes the Executive Director and Legal Counsel to take the necessary actions to finalize and implement the Second Amendment.

Recommendation: Approval of Resolution

RESOLUTION NO. _____

RESOLUTION APPROVING SECOND AMENDMENT TO LEASE WITH BASS PRO OUTDOOR WORLD, L.L.C., AND AUTHORIZING THE EXECUTIVE DIRECTOR, WITH THE ASSISTANCE OF LEGAL COUNSEL, TO FINALIZE TERMS OF PROPOSED AMENDMENT; MAPS SPORTS-ENTERTAINMENT-PARKING SUPPORT REDEVELOPMENT PLAN

WHEREAS, the City of Oklahoma City (“City”) has previously approved the MAPS Sports-Entertainment-Parking Support Redevelopment Plan, as amended (“Redevelopment Plan”); and

WHEREAS, pursuant to the Redevelopment Plan and the approval of the City Council of the City of Oklahoma City, the Board of Commissioners of the Oklahoma City Urban Renewal Authority (“OCURA”) approved a Redevelopment Agreement dated July 21, 1998, as amended (“Redevelopment Agreement”), providing for the development of the Bricktown Entertainment Center in accordance with the Redevelopment Plan; and

WHEREAS, pursuant to authorization from the City to undertake the development of the easternmost portion of the site for the Bricktown Entertainment Center in order to develop a commercial anchor for the area, OCURA entered into a Shopping Center Lease with Bass Pro Outdoor World, L.L.C. (“Bass Pro”), as amended (“Lease”), whereby OCURA leases to Bass Pro, in exchange for payment of rent by Bass Pro, certain demised premises within the easternmost portion of the site for the Bricktown Entertainment Center, on which Bass Pro operates a retail business under the tradename Bass Pro Shops, offering hunting, fishing, boating, and related outdoors-related items for sale; and

WHEREAS, retail establishments throughout the State of Oklahoma and within Oklahoma City have experienced extreme hardship as the result of measures enacted to limit the spread of COVID-19; and

WHEREAS, due to such hardships, Bass Pro has requested abatement of rent payments due under the Lease; and

WHEREAS, in recognition of the economic hardship experienced by Bass Pro, the Executive Director, with the assistance of Legal Counsel and in consultation with representatives of the City and Bass Pro, has prepared a Second Amendment to the Lease (“Second Amendment”) that outlines a temporary reduction in rent in exchange for an agreement by Bass Pro to extend the initial term of the Lease by ten (10) years, and to make certain other changes; and

WHEREAS, OCURA finds it appropriate and desirable to approve the Second Amendment and to authorize the Executive Director, with the assistance of Legal Counsel, to finalize the terms of the Second Amendment in consultation with the City.

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

1. The proposed Second Amendment is hereby approved, and the officers of the Authority are authorized and directed to take such actions and execute such documents as may be necessary or appropriate to finalize the terms of and implement the approved Second Amendment.
2. The Executive Director, with the assistance of Legal Counsel, are authorized to take such actions and execute such documents as may be necessary or appropriate to finalize the terms of the Second Amendment, and take any such additional actions as may be necessary or appropriate to implement the Second Amendment, including specifically approval of amendments, corrections, clarifications (including clarifications of a technical or procedural nature), and other actions which are appropriate to performing the terms of the Lease, 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 **regular** meeting of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, held by phone at (301) 715-8592 Meeting ID: 850 8693 1433 and online at <https://us02web.zoom.us/j/85086931433?pwd=WGRGdXFYZHRtNnl1THZkbkJMZzhqUT09> on the **17th day of June, 2020**; that said meeting was held in accordance with the By-Laws of the Authority and the Oklahoma Open Meetings Act; that any notice required to be given of such meeting was properly given; that a quorum was present at all times during said meeting; and that the Resolution was duly adopted by a majority of the Commissioners present.

SECRETARY

(SEAL)

OKLAHOMA CITY

URBAN
RENEWAL
AUTHORITY

To: Board of Commissioners
From: Catherine O'Connor, Executive Director
Date: June 17, 2020
Ref: Resolution Approving Design Development Documents Submitted by The Hill at Bricktown, L.L.C for the Development of Phase I (Block 6, Lots 8 through 14); Harrison-Walnut Urban Renewal Plan

Background: In February 2020, OCURA entered into an Amended and Restated Contract for Sale of Land and Redevelopment with the Hill at Bricktown, L.L.C. The agreement provides the term for the redeveloper to complete the residential development at a reasonable phased schedule for the remaining undeveloped property. Pursuant to those provisions, Design Development Documents for Phase I have been submitted for review and approval.

Summary of Agenda Item: The resolution approves the Design Development Documents for Phase I, or Block 6, Lots 8-14 in Section 3 of the Final Plat of the Hill at Bricktown.

Recommendation: Approval of Resolution

Attachments: Amended and Restated Contract for Sale of Land and Redevelopment, Design Development Documents

RESOLUTION NO. _____

RESOLUTION APPROVING DESIGN DEVELOPMENT DOCUMENTS SUBMITTED BY THE HILL AT BRICKTOWN, L.L.C. FOR THE DEVELOPMENT OF PHASE I (BLOCK 6, LOTS 8 THROUGH 14), HARRISON-WALNUT URBAN RENEWAL PLAN

WHEREAS, the Oklahoma City Urban Renewal Authority (“Authority”) is a public body corporate created pursuant to the Oklahoma Urban Redevelopment Law, 11 O.S. §38-101, *et seq.*, and has undertaken implementation of the Harrison-Walnut Urban Renewal Plan (“Urban Renewal Plan”) pursuant to the approval and direction of The City of Oklahoma City; and

WHEREAS, the Authority has entered into an Amended and Restated Contract for Sale of Land and Redevelopment (“Amended and Restated Redevelopment Agreement”) with The Hill at Bricktown, L.L.C., an Oklahoma limited liability company (“Redeveloper”); and

WHEREAS, the Amended and Restated Redevelopment Agreement provides the terms upon which the Redeveloper has the opportunity to complete the residential development known as The Hill at Bricktown, including a reasonable schedule for the phased development of the remaining undeveloped property; and

WHEREAS, pursuant to the provisions of the Amended and Restated Redevelopment Agreement, the Redeveloper is required to submit Design Development Documents by a date certain for the development of Phase I, identified as at least 10% of the remaining undeveloped property; and

WHEREAS, consistent with the provisions of the Amended and Restated Redevelopment Agreement, the Redeveloper, for Phase I, has submitted Design Development Documents for the development of Block 6, Lots 8 through 14 in Section 3 of the Final Plat of the Hill at Bricktown, also identified as Building 11, as shown on the attached Exhibit A (“Phase I Property”), which is more than 10% of the remaining undeveloped property; and

WHEREAS, the Board of Commissioners of the Authority deems it appropriate and desirable to approve the Design Development Documents submitted by the Redeveloper for the development of the Phase I Property, subject to conditions and exceptions, if any, contained in an approval 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 Design Development Documents submitted by the Redeveloper for the development of the Phase I Property (Block 6, Lots 8 through 14 in Section 3 of the Final Plat of the Hill at Bricktown, also identified as Building 11) are hereby approved and determined to be in accordance with the terms of the Amended and Restated Redevelopment Agreement and the Urban Renewal Plan, subject to such limiting conditions and exceptions as may be contained in an approval letter to be issued by the

Executive Director of the Authority, which approval letter the Executive Director is hereby authorized and directed to provide.

2. The Officers of the Authority, 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 evidence the scope and substance of this approval.

I, _____, Secretary of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, certify that the foregoing Resolution No. _____ was duly adopted at a **regular** meeting of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, held by phone at (301) 715-8592 Meeting ID: 850 8693 1433 and online at <https://us02web.zoom.us/j/85086931433?pwd=WGRGdXFYZHRtNnl1THZkbkJMZzhqUT09> on the **17th day of June, 2020**; 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.

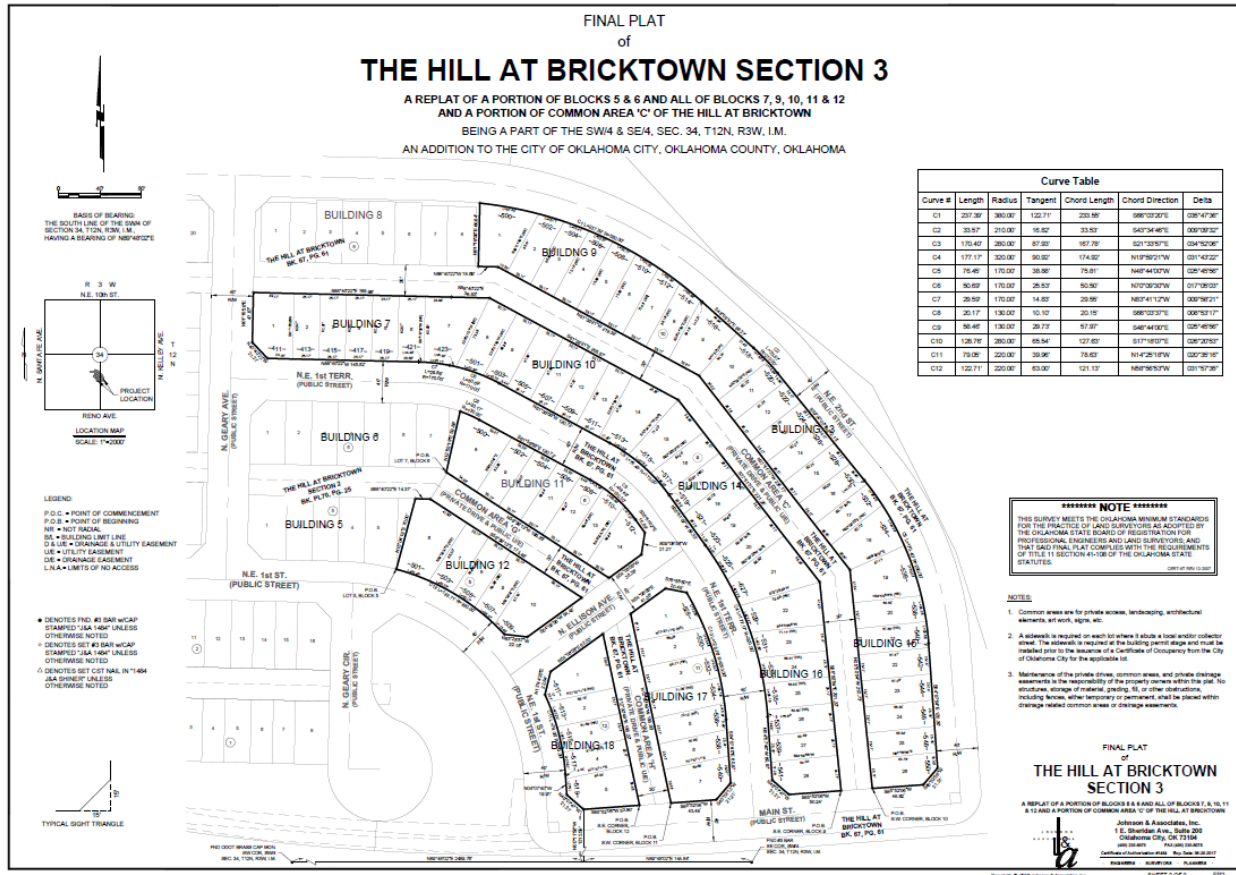
SECRETARY

(SEAL)

EXHIBIT A

Phase I Property

Lots 8 through 14 of Block 6 of the Final Plat of the Hill at Bricktown Section 3 (also identified as "Building 11" below)



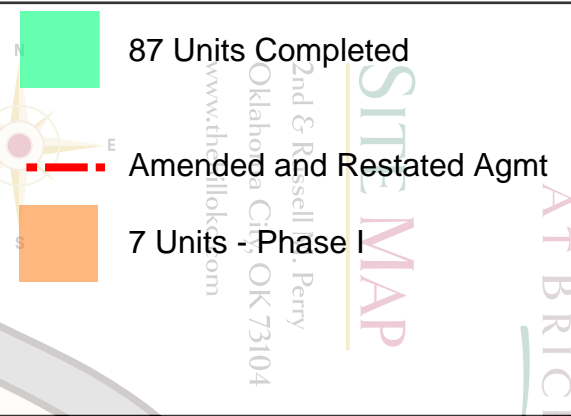
Legal description subject to adjustment as to exact description, boundaries, dimensions, and interests, based on title commitment and survey.

THE HILL

AT BRICKTOWN

SITE MAP

2nd & Russell, Perry
Oklahoma City, OK 73104
www.thehillok.com



87 Units Completed

Amended and Restated Agmt

7 Units - Phase I

W E S N



Russell M. Perry Avenue

Gearly Avenue

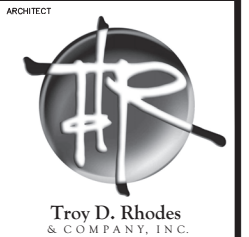
Gearly Circle

Main Street

THE HILL AT BRICKTOWN

BUILDING 11

500 -512 N.E. 1st Terrace - Oklahoma City, Oklahoma



Troy D. Rhodes & COMPANY, INC.
ARCHITECTURE | INTERIOR DESIGN | PLANNING
SIGNAGE & WAYFINDING DESIGN | CONSTRUCTION MANAGEMENT

PROJECT TEAM
OWNER
The Hill at Bricktown, L.L.C.
755 Research Parkway, Suite 125
Oklahoma City, OK 73104
405-290-7305 Phone
405-231-0225 Fax

ARCHITECT OF RECORD
Troy D. Rhodes & Company, Inc.
4323 N.W. 63rd Street, Suite 201
Oklahoma City, OK 73116
405-843-8600 Phone
405-843-8601 Fax

STRUCTURAL ENGINEER
Wallace Engineering
410 North Walnut Ave, Suite 200
Oklahoma City, OK 73104
405-235-5858 Phone
405-235-2058 Fax

M/E/P ENGINEER
Darr & Collins Consulting Engineers
1425 N.W. 150th Street
Edmond, OK 73013
405-285-2400 Phone
405-285-2444 Fax

CIVIL ENGINEER
Johnson & Associates, Inc.
1 East Sheridan Avenue
Oklahoma City, OK 73104
405-235-5858 Phone
405-235-8078 Fax

LANDSCAPE ARCHITECT
Howard-Fairbairn Site Design
3100 N.W. 149th Street
Oklahoma City, OK 73134
405-752-8018 Phone
405-752-8701 Fax



THE HILL
AT BRICKTOWN

BUILDING 11

PROJECT LOCATION
500 - 512 N.E. 1st Ter.
Oklahoma City, OK

PROJECT NO. PROJ11.00

DRAWN BY: JMS

CHECKED BY: JMS

APPROVED BY: JMS

DATE: 04/11/20

DATE: 04/11/20

DATE: 04/11/20

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DATE: 04/11/20

GENERAL PROJECT INFORMATION

- A. BUILDING AND FOUNDATION HAVE BEEN DESIGNED TO CONFORM WITH APPLICABLE CODES.**
- B. APPLICABLE CODES**
2009 INTERNATIONAL RESIDENTIAL CODE
2009 INTERNATIONAL BUILDING CODE (STRUCTURAL & WHERE APPLICABLE PER IRC)
2008 NATIONAL ELECTRIC CODE
2009 ICC/ANSI A117.1
2007 ASME A17.1 (OKC ELEVATOR CODE)
FEDERAL FAIR HOUSING ACT
- C. GENERAL DESCRIPTION OF PROJECT**
1. (7) THREE STORY TOWNHOUSES WITH INSULATED CONCRETE FORM (ICF) FIRST LEVELS AND WOOD FRAMED UPPER LEVELS.
2. TOWNHOUSES ARE SEPARATED VERTICALLY BY 2 HOUR SHAFTWALL ASSEMBLIES. HOWEVER, 1 HOUR SEPARATION IS ONLY REQUIRED BY IRC.
3. TOWNHOUSES ARE 2009 ICC/ANSI A117.1 TYPE "B" UNITS
4. TOWNHOUSE MASTER BATH IS FAIR HOUSING TYPE "B"
- D. OCCUPANCY**
TOWNHOUSE
- E. ALLOWABLE ALLOWABLE HEIGHT & STRUCTURAL ENGINEERING**
1. THREE STORIES MAXIMUM ABOVE GRADE PLAN PER 2009 IRC.
2. STRUCTURAL ENGINEERING COMPLIES WITH 2009 IBC REQUIREMENTS IN LIEU OF 2009 IRC REQUIREMENTS.
- F. APPROXIMATE BUILDING AREA AND HEIGHT**
UNIT BREAKDOWN TH = TOWNHOUSE
- | HOUSE # | UNIT # | UNIT TYPE | BLOCK | LOT # | LEGAL | A/C GROSS | GARAGE GROSS | BALCONY GROSS | TOTAL GROSS SF | HEIGHT IN STORIES | HEIGHT IN FEET A.F.F. |
|------------|----------|-----------|-------|-------|-------|-----------|--------------|---------------|----------------|-------------------|-----------------------|
| HOUSE #500 | UNIT 103 | DUNBAR 5A | 6 | 8 | TH | 2,571 SF | 1,411 SF | 133 SF | 4,115 SF | 3 | 36'-7 3/4" |
| HOUSE #502 | UNIT 104 | ELLISON | 6 | 9 | TH | 2,561 SF | 1,404 SF | 127 SF | 4,092 SF | 3 | 39'-7 3/4" |
| HOUSE #504 | UNIT 105 | ELLISON | 6 | 10 | TH | 2,526 SF | 1,381 SF | 127 SF | 4,034 SF | 3 | 36'-3 3/4" |
| HOUSE #506 | UNIT 106 | DUNBAR 2A | 6 | 11 | TH | 2,561 SF | 1,404 SF | 127 SF | 4,092 SF | 3 | 39'-10 1/8" |
| HOUSE #508 | UNIT 107 | ELLISON | 6 | 12 | TH | 2,526 SF | 1,381 SF | 127 SF | 4,034 SF | 3 | 36'-3 3/4" |
| HOUSE #510 | UNIT 108 | ELLISON | 6 | 13 | TH | 2,561 SF | 1,404 SF | 127 SF | 4,092 SF | 3 | 40'-3 3/4" |
| HOUSE #512 | UNIT 109 | DUNBAR 5A | 6 | 14 | TH | 2,571 SF | 1,411 SF | 133 SF | 4,115 SF | 3 | 37'-5 1/2" |
| TOTAL | | | | | TH | 17,877 SF | 9,796 SF | 901 SF | 28,574 SF | | |
- G. FIRE RESISTANCE RATINGS**
REFER TO SHEET G2.1 FOR REFERENCES TO PARTITION TYPES AND SHEET A15.1 AND A15.2 FOR FIRE SEPARATION COMPOSITE PLANS
- H. FIRE SUPPRESSION SYSTEMS**
AUTOMATIC FIRE SPRINKLER, COMPLIANT WITH NFPA-13D TO BE PROVIDED IN EACH DWELLING UNIT AND TELCO CLOSET.

GENERAL NOTES

- 1. DIMENSIONS:**
A. DIMENSIONS ON DRAWINGS ARE TO FACE OF STUDS OR CENTER LINE OF COLUMNS TYPICALLY, UNLESS OTHERWISE NOTED.
B. EXTERIOR DIMENSIONS ARE TO FACE OF EXTERIOR MATERIAL.
C. DOOR AND CASED OPENINGS WITHOUT LOCATION DIMENSIONS OR DETAILS ARE TO BE CENTERED BETWEEN ADJACENT WALLS. DOORS ADJACENT TO ONE WALL, BUT NOT DIMENSIONED, SHALL BE LOCATED WITH DOOR OPENING 6" FROM FACE OF ADJACENT WALL.
D. VERIFY ALL DIMENSIONS AND CONDITIONS AND NOTIFY ARCHITECT OF ALL DISCREPANCIES PRIOR TO PROCEEDING WITH WORK.
- 2. CODES:**
ALL WORK SHALL CONFORM TO APPLICABLE BUILDING CODES, ORDINANCES AND LAWS HAVING JURISDICTION AT PROJECT SITE. NOTIFY ARCHITECT OF ALL CONFLICTS.
- 3. DO NOT SCALE DRAWINGS:**
USE DIMENSIONS SHOWN ON DRAWINGS AND ACTUAL FIELD MEASUREMENTS. NOTIFY ARCHITECT OF DISCREPANCIES FOUND.
- 4. COORDINATION:**
A. REVIEW AND COORDINATE REQUIREMENTS OF THE DRAWINGS BEFORE BEGINNING INSTALLATION OF WORK. REPORT DISCREPANCIES DISCOVERED IN WRITING TO ARCHITECT. WORK INSTALLED AND FOUND IN CONFLICT WITH THE REQUIREMENTS INDICATED ON DRAWINGS SHALL BE CORRECTED BY CONTRACTOR AT NO ADDITIONAL COST TO OWNER.
B. VERIFY THAT UTILITY REQUIREMENTS CHARACTERISTICS OF OPERATING EQUIPMENT ARE COMPATIBLE WITH BUILDING UTILITIES. COORDINATE WORK OF VARIOUS CONSTRUCTION TRADES HAVING INTERDEPENDENT RESPONSIBILITIES FOR INSTALLING, CONNECTING TO AND PLACING IN SERVICE OF SUCH EQUIPMENT.
C. COORDINATE SPACE REQUIREMENTS AND INSTALLATION OF MECHANICAL AND ELECTRICAL WORK INDICATED ON DRAWINGS. VERIFY LOCATION AND REQUIRED OPENING SIZES FOR MECHANICAL EQUIPMENT, LOCATION AND SIZES OF EQUIPMENT FOR PADS AND BASES, AND REQUIREMENT AND LOCATION OF POWER AND WATER OR DRAIN INSTALLATION WITH EQUIPMENT MANUFACTURERS BEFORE PROCEEDING WITH THE WORK.
- 5. INSTALLATION:**
COMPLY WITH INSTALLATION REQUIREMENTS OF MANUFACTURER'S INSTRUCTIONS AND APPROVED SHOP DRAWINGS.

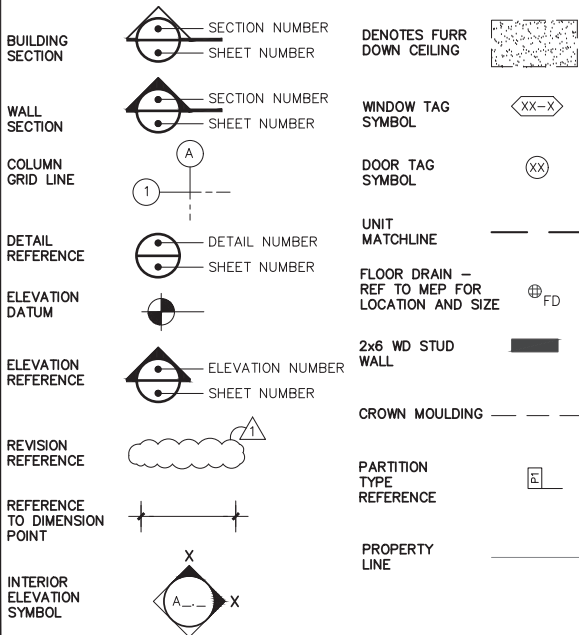
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A0.2 COMPOSITE FIRST AND SECOND FLOOR PLANS
A0.3 COMPOSITE THIRD LEVEL & ROOF LEVEL PLAN
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LIST OF ABBREVIATIONS

2R2S	2 ROODS/2 SHELVES	JAN.	JANITOR
ABV.	ABOVE	JT.	JOINT
A.B.	ANCHOR BOLT	MECH.	MECHANICAL
ACOUS.	ACOUSTICAL	MGR.	MANAGER
ADD'L.	ADDITIONAL	MIN.	MINIMUM
A.F.F.	ABOVE FINISHED FLOOR	MTL.	METAL
ALUM. / AL	ALUMINUM	MFR.	MANUFACTURER
ANOD.	ANODIZED	NO.	NUMBER
AWI	ARCHITECTURAL WOODWORK INSTITUTE	O.H.	OPPOSITE HAND
BLK'G.	BLOCKING	O.C.	ON CENTER
BM.	BEAM	O.F.C.I.	OWNER FURNISHED/
BRG.	BEARING		CONTRACTOR INSTALLED
CG.	CORNER GUARD (RE: PLAN)	O.F.O.I.	OWNER FURNISHED/OWNER INSTALLED
C.J.	CONTROL JOINT	P.C.	PORTLAND CEMENT
CLG.	CEILING	PH	PEDESTAL HYDRANT
CLOS.	CLOSET	PLAS. LAM.	PLASTIC LAMINATE
CMU.	CONCRETE MASONRY UNIT	PLYWD.	PLYWOOD
COL.	COLUMN	PMEJ	PREMOLDED EXPANSION JOINT
CONC.	CONCRETE	P.P.T.	PRESERVATIVE PRESSURE TREATMENT
CONST.	CONSTRUCTION	PT.	PAINT
CONT.	CONTINUOUS	R.	REFRIGERATOR
CORR.	CORRIDOR	RCP	REFLECTED CEILING PLAN
CPT.	CARPET	RE:	REFERENCE
CT	CERAMIC TILE	REC'P.	RECEPTION
D.	DRYER	REINF.	REINFORCING
D.B.	DECK BEARING	RESIL.	RESILIENT
DIMS.	DIMENSIONS	REQ'D.	REQUIRED
D.S.	DOWNSPOUT	R.T.U.	ROOF TOP UNIT
DN.	DOWN	S.A.F.B.	SOUND ATTENUATION FIRE BATT
DWC	DRYWALL CHANNEL	S.A.M.	SELF ADHERED MEMBRANE
DWG'S.	DRAWINGS	SCHED.	SCHEDULE
EA.	EACH	SC WD	SOLID CORE WOOD
EF	EXHAUST FAN	SECT.	SECTION
ELEC.	ELECTRICAL	SEC'Y.	SECRETARY
ELEV.	ELEVATION	S.H.	SHOWER HEAD
EQ.	EQUAL	SHT.	SHEET
EQUIP.	EQUIPMENT	S.R.	SHOWER ROD
EXIST'G.	EXISTING	STL.	STEEL
EXPAN.	EXPANSION	STN	STAIN
EXT.	EXTERIOR	STOR.	STORAGE
F.C.	FIBER CEMENT	STRUCT.	STRUCTURAL
F.C.T.	FIBER CEMENT TRIM	SUSP.	SUSPENDED
F.C.U.	FAN COIL UNIT	T.B.	TOWEL BAR
F.D.	FLOOR DRAIN	T.O.P.	TOP OF PARAPET
F.F.	FINISHED FLOOR	T.O.PL.	TOP OF PLATE
F.E.	FIRE EXTINGUISHER	TELE.	TELEPHONE
F.E.C.	FIRE EXTINGUISHER CABINET	TEMP.	TEMPERED
FIN.	FINISH	T.G.	TOP OF GRATE
FLR.	FLOOR	TLWC	TOP OF LIGHTWEIGHT CONCRETE
FLASH'G.	FLASHING	T.P.	TOILET PAPER HOLDER
FR. / FRM.	FRAME	T.R.	TOWEL RING
FRT.	FIRE RETARDANT TREATMENT	T.V.	TELEVISION
FTG.	FOOTING	T.W.	TOP OF WALL
FURN.	FURNISHED	TYP.	TYPICAL
FURR'G.	FURRING	U.L.	UNDERWRITERS LABORATORIES
FRP	FIBER REINFORCED PLASTIC	U.N.O.	UNLESS NOTED OTHERWISE
GA.	GAGE	VCT	VINYL COMPOSITION TILE
G.C.F.V.	GENERAL CONTRACTOR FIELD VERIFY	VERT.	VERTICAL
GEN.	GENERAL	VEST.	VESTIBULE
G.I.	GALVANIZED IRON	VIR	VERTICAL THRU ROOF
GALV.	GALVANIZED	VWC	VINYL WALL COVERING
GL.	GLASS	W.	WASHER
GYP. BD.	GYPHUM BOARD	W.C.	WATER CLOSET
H.M.	HOLLOW METAL	WD.	WOOD
HR.	HOUR	W.H.	WATER HEATER
HVAC	HEATING, VENTILATION & AIR CONDITIONING	W.I.C.	WALK IN CLOSET

REFERENCE SYMBOLS



UTILITY INFORMATION

ONE CALL UTILITY
LOCATION NUMBER
LOCAL 405-840-5032
TOLL FREE 1-800-522-6542
CELL 811

This number is to be used for information on the location of all underground utilities. Contact this number and other numbers specified in the plans prior to any excavation.

Issue Date _____

Job Number **06051.00**

Set Number _____

DESIGN DEVELOPMENT

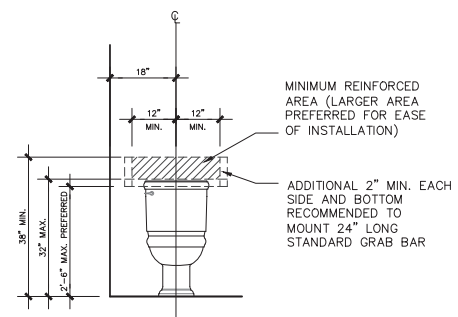
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GENERAL PROJECT INFORMATION/GENERAL NOTES/REFERENCE SYMBOLS /LIST OF ABBREVIATIONS/ UTILITY INFORMATION

ISSUE DATE

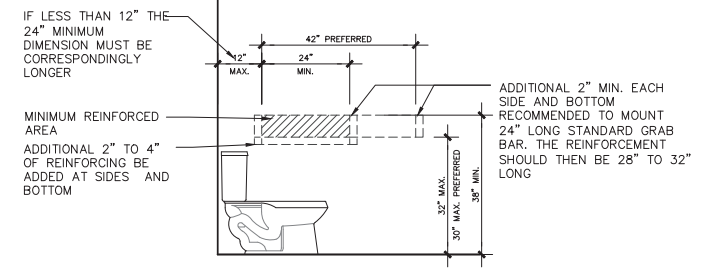
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G0.1

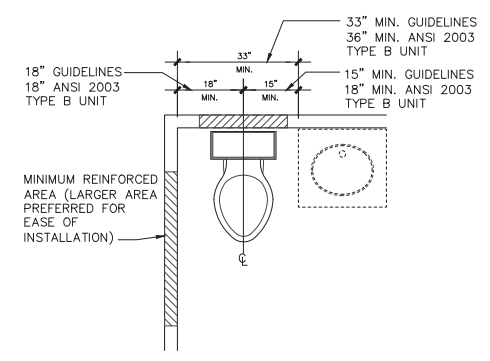
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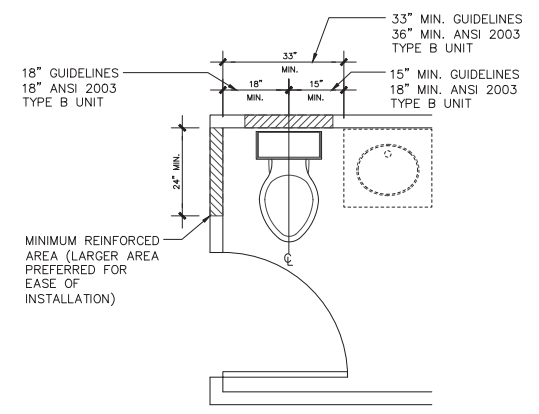
1 MIN. REINFORCING BEHIND TOILET
 G1.0 SCALE: 1/2" = 1'-0"



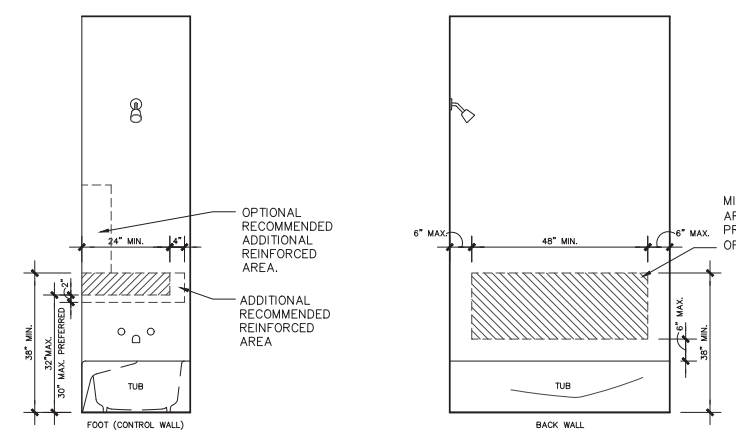
2 MIN. REINFORCING TO THE SIDE OF TOILETS
 G1.0 SCALE: 1/2" = 1'-0"



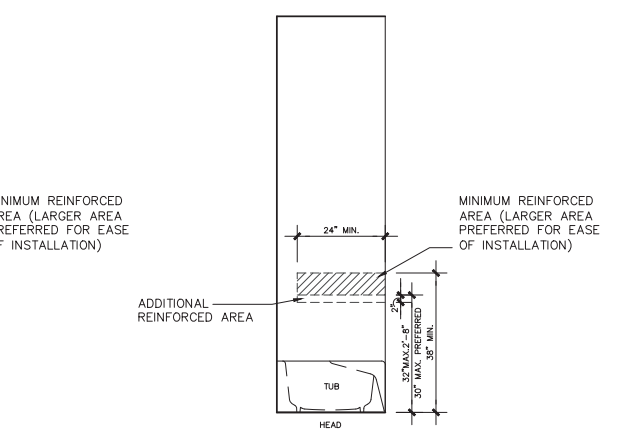
3 TOILET PLACEMENT AT WALLS AND FIXTURES
 G1.0 SCALE: 1/2" = 1'-0"



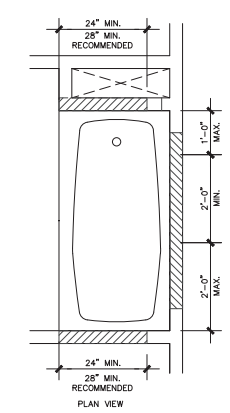
4 TOILET PLACEMENT WITH DOOR ON THE SAME WALL
 G1.0 SCALE: 1/2" = 1'-0"



5 MIN. REINFORCING AT BATHTUBS
 G1.0 SCALE: 1/2" = 1'-0"



6 MIN. REINFORCING AT SHOWER WALL
 G1.0 SCALE: 1/2" = 1'-0"



GENERAL NOTE:
 REFER TO 7.58 AND 7.59 IN FAIRHOUSING. SEAT BLOCKING IS RECOMMENDED AT TYPE "A" BATHROOMS. SEAT REINFORCEMENT IS NOT REQUIRED IN SHOWER STALLS LARGER THAN 36" SQUARE, HOWEVER IT IS RECOMMENDED THAT REINFORCEMENT FOR SEATS BE INSTALLED IN STALLS OF DIFFERENT CONFIGURATIONS AND THOUGHT BE GIVEN TO PLACING CONTROLS WITHIN REACH OF THIS POTENTIAL SEAT AS WELL AS FROM OUTSIDE STALL.

GENERAL CONTRACTOR TO REFER TO AND COMPLY WITH THE FAIR HOUSING ACT.



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PROJECT
 THE HILL
 AT BRICKTOWN
 BUILDING 11

PROJECT LOCATION
 500 - 512 N.E. 1st Ter.
 Oklahoma City, OK

SEAL	PROJECT NO.
DESIGNED BY	PROJECT NO.
DRAWN BY	PROJECT NO.
CHECKED BY	PROJECT NO.
APPROVED BY	PROJECT NO.

PRELIMINARY
 NOT FOR CONSTRUCTION
 04/11/20

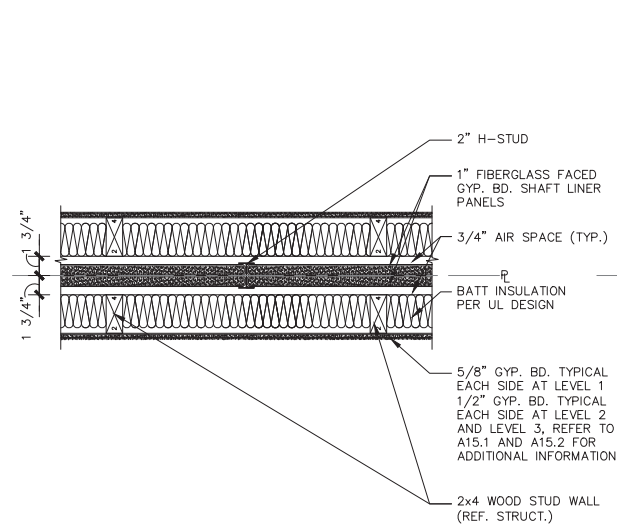
NO.	DATE	DESCRIPTION

PROJECT PHASE
 DESIGN DEVELOPMENT

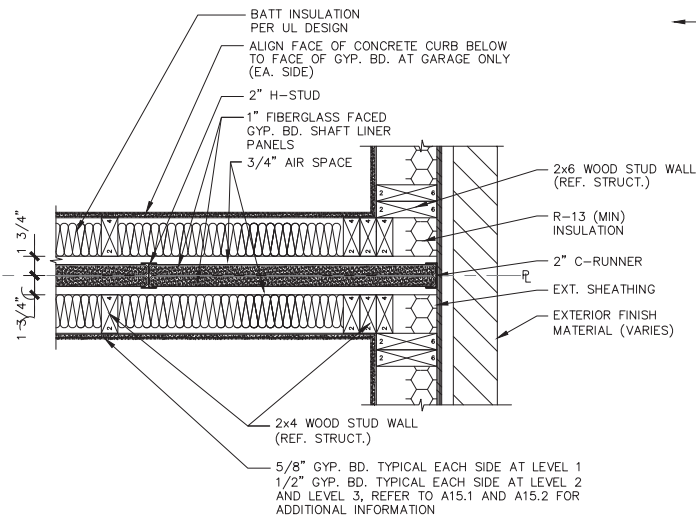
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 INTERIOR WOOD BLOCKING LOCATIONS

ISSUE DATE

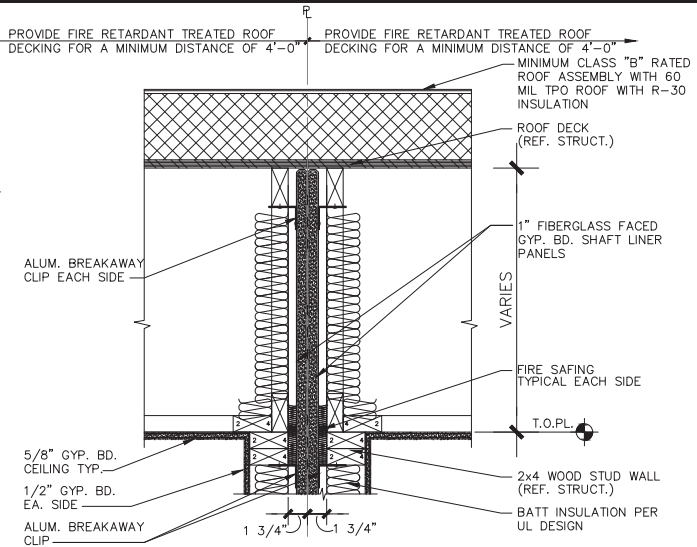
SHEET NUMBER
G1.0



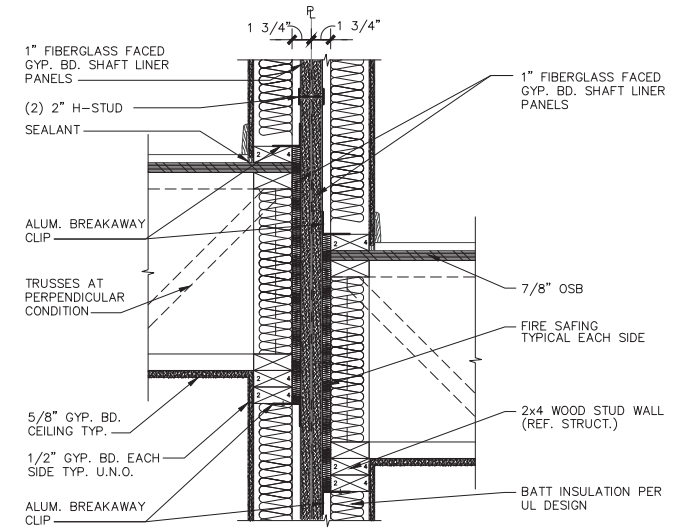
1 PLAN SECTION
G2.2 SCALE: 1 1/2" = 1'-0"



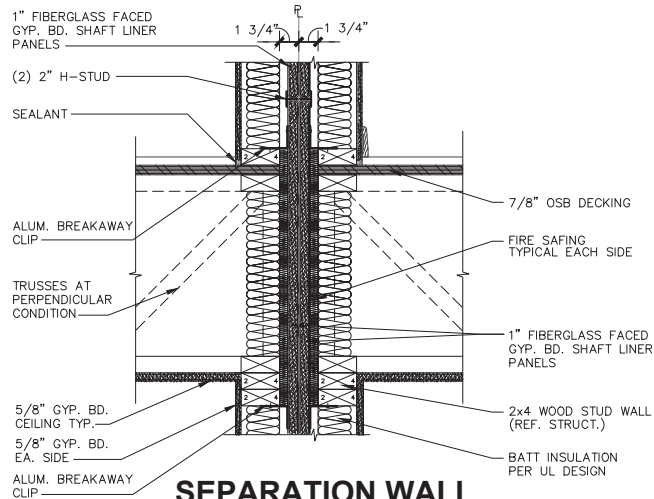
2 PLAN SECTION
G2.2 SCALE: 1 1/2" = 1'-0"



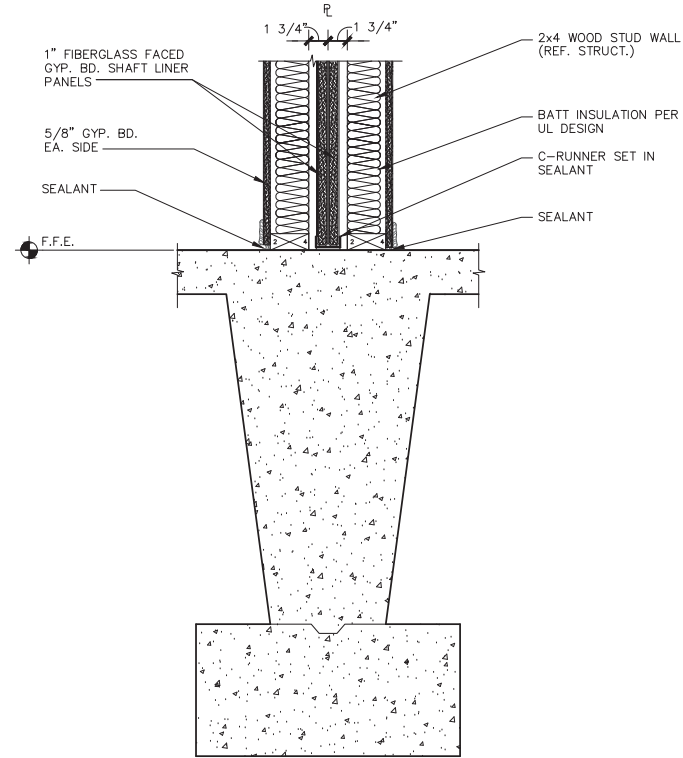
3 SEPARATION WALL @ ROOF ASSEMBLY
G2.2 SCALE: 1 1/2" = 1'-0"



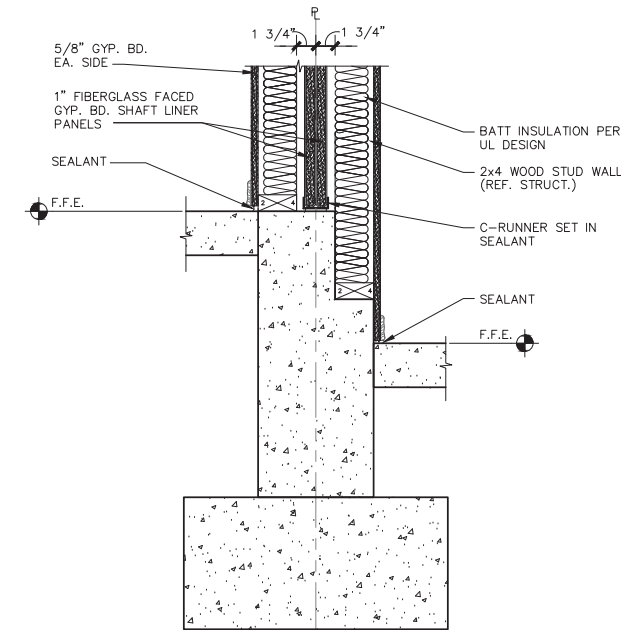
4 SEPARATION WALL @ FLOOR ASSEMBLY
G2.2 SCALE: 1 1/2" = 1'-0"



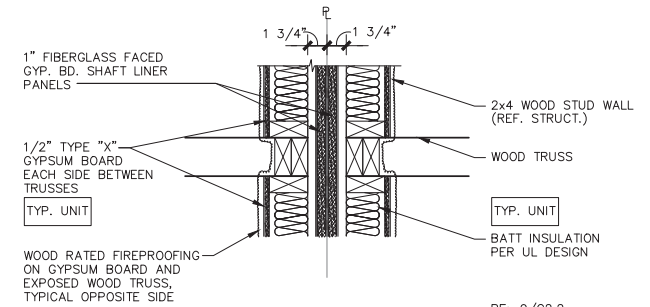
5 SEPARATION WALL @ FLOOR ASSEMBLY
G2.2 SCALE: 1 1/2" = 1'-0"



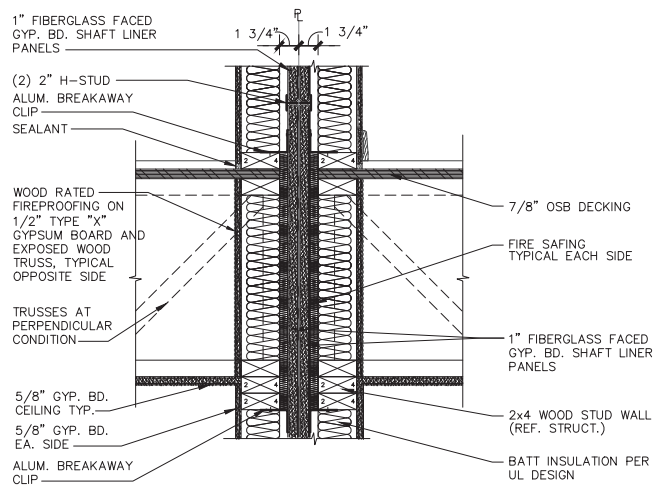
6 SEPARATION WALL @ FOUNDATION
G2.2 SCALE: 1 1/2" = 1'-0"



7 SEPARATION WALL @ FOUNDATION
G2.2 SCALE: 1 1/2" = 1'-0"



8 FIREPROOFING PLAN SECTION @ TRUSS
G2.2 SCALE: 1 1/2" = 1'-0"



9 FIREPROOFING SEPARATION WALL @ FLOOR ASSEMBLY
G2.2 SCALE: 1 1/2" = 1'-0"

GENERAL NOTE:
1. DETAILS THIS SHEET SCHEMATICALLY SHOWING UL #U373 INSTALLATION.
2. REFER UL# U373 FOR INSTALLATION INFORMATION FOR WALLS 44' OR LESS IN HEIGHT.



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PROJECT LOCATION
500 - 512 N.E. 1st Ter.
Oklahoma City, OK

PROJECT NO. 00001.00

SEAL PROJECT NO. 00001.00
DRAWN BY
CHECKED BY
APPROVED BY

PRELIMINARY
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04/11/20

PROJECT PHASE
DESIGN DEVELOPMENT

SHEET DESCRIPTION
PARTITION TYPES DETAILS

ISSUE DATE

SHEET NUMBER
G2.2

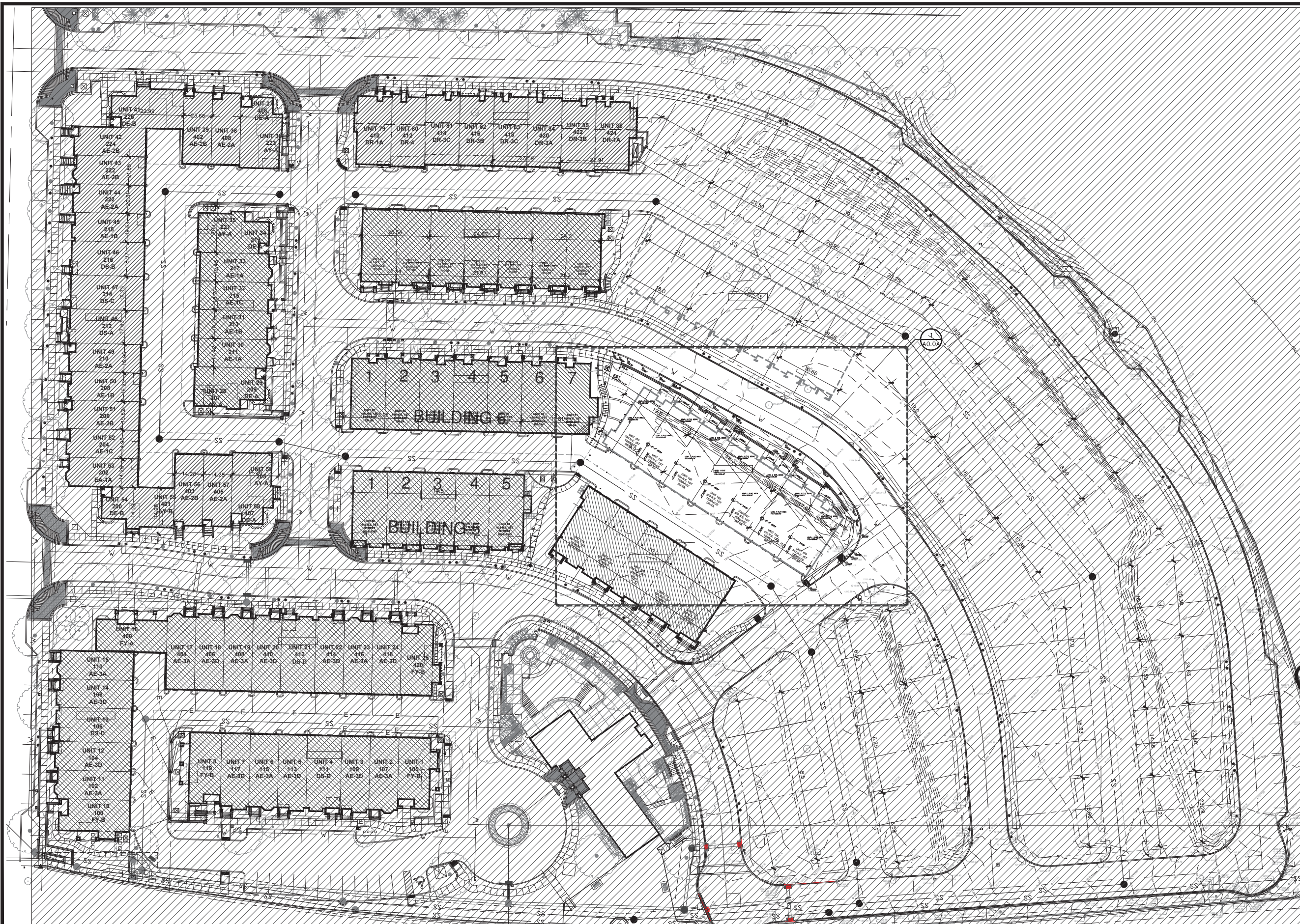
ISSUE DATE

SHEET NUMBER

ISSUE DATE

ISSUE DATE

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THE HILL
AT BRICKTOWN
BUILDING 11

PROJECT LOCATION
500 - 512 N.E. 1st Ter.
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PROJECT NO. 06051.00

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04/11/20

SEAL

PROJECT PHASE

DESIGN DEVELOPMENT

SHEET DESCRIPTION
MASTER SITE REFERENCE PLAN

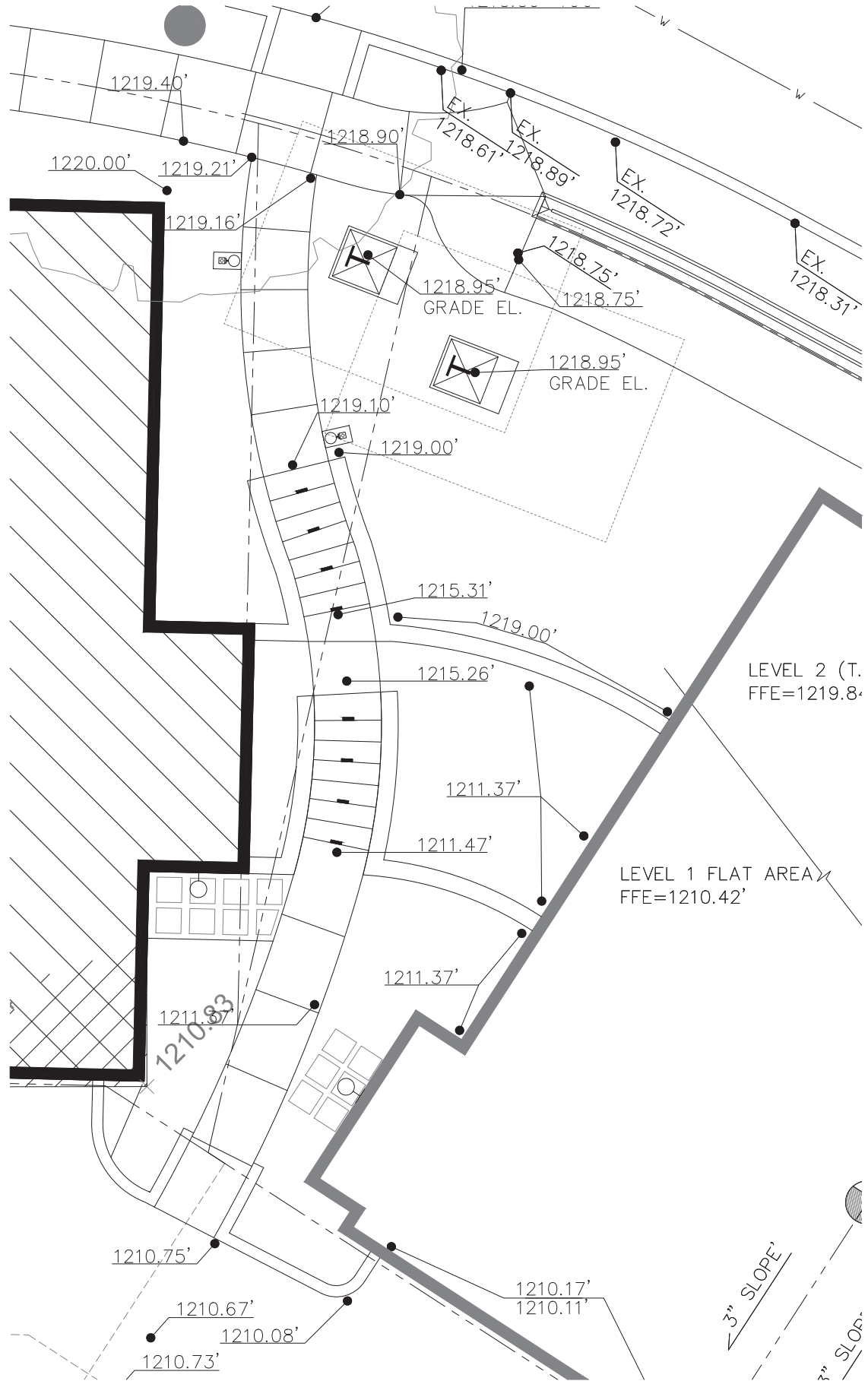
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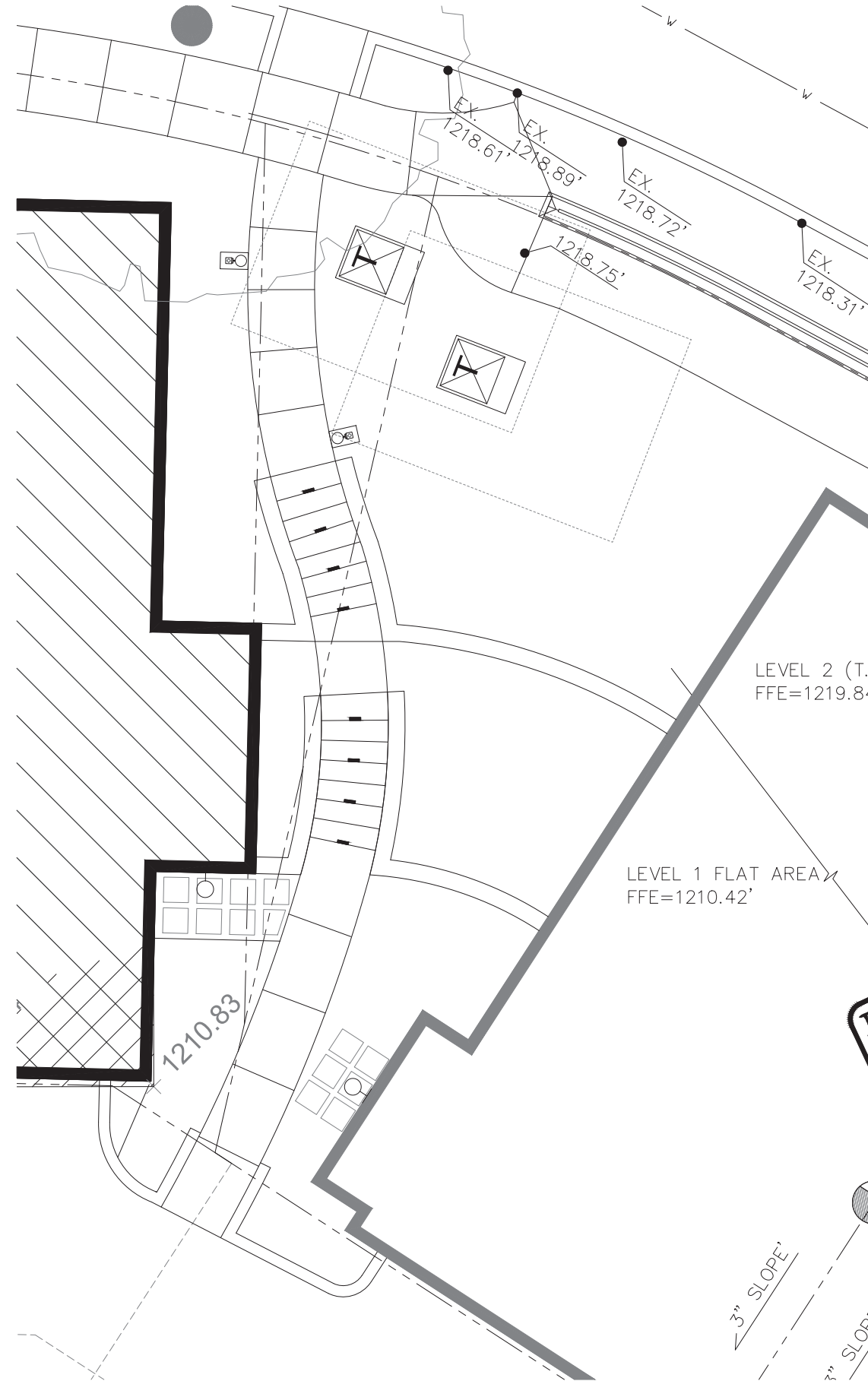
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TRUE NORTH PLAN NORTH
MASTER SITE REFERENCE PLAN
SCALE: 1/32" = 1'-0"



GRADING AND DRAINAGE SITE PLAN
 TRUE NORTH PLAN NORTH
 1
 A0.1a SCALE: 1/4" = 1'-0"



HARDSCAPE LAYOUT SITE PLAN
 TRUE NORTH PLAN NORTH
 2
 A0.1a SCALE: 1/4" = 1'-0"



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 04/11/20

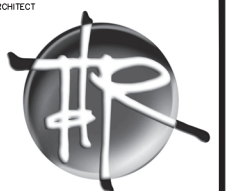
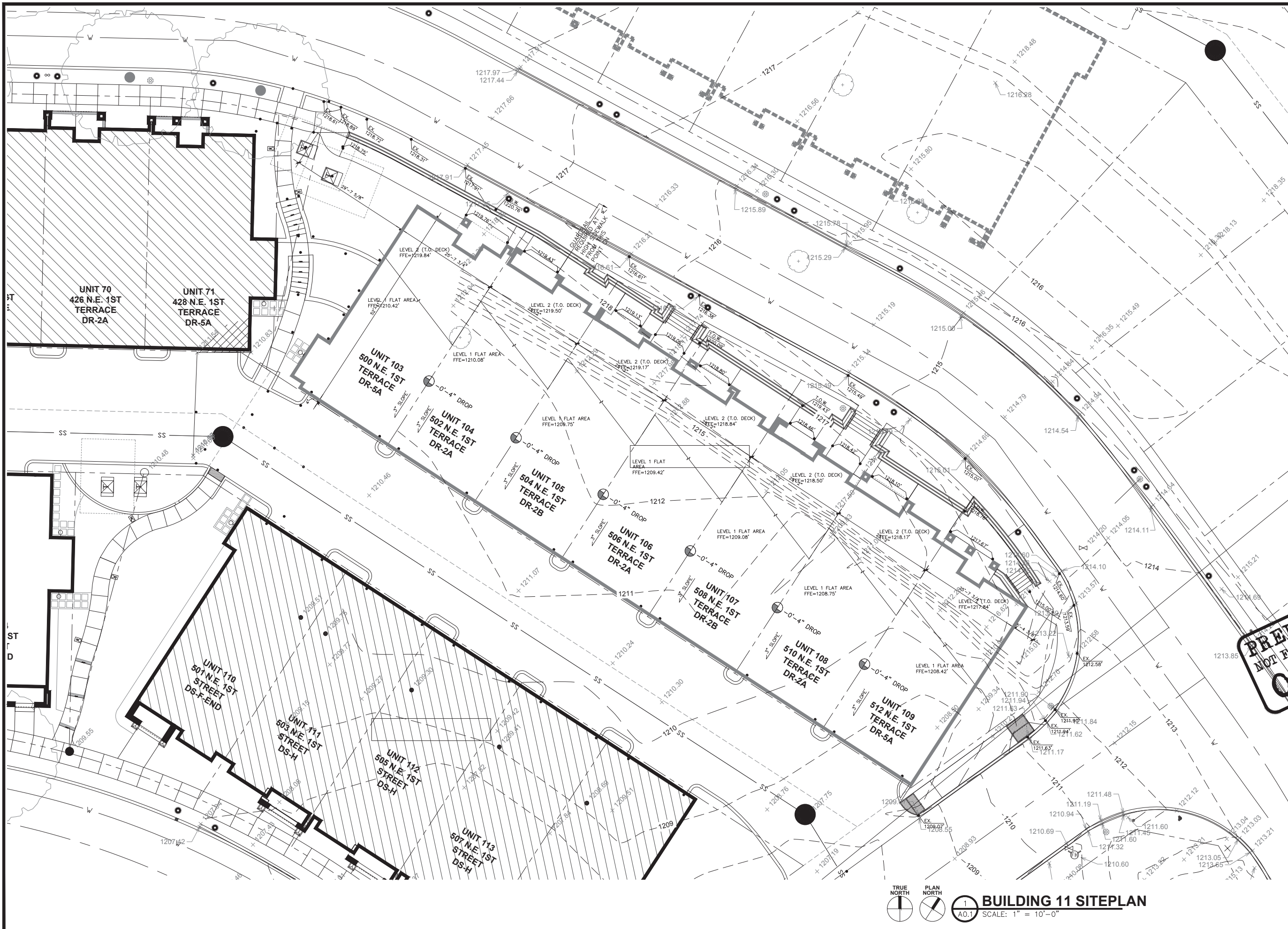
DESIGN DEVELOPMENT

ENLARGED PARTIAL SITE PLAN

ISSUE DATE

SHEET NUMBER

A0.1a



Troy D. Rhodes & Company, Inc.
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THE HILL
 AT BRICKTOWN

BUILDING 11

PROJECT LOCATION
500 - 512 N.E. 1st Ter.
Oklahoma City, OK

PROJECT NO. 09051.00

DESIGNED BY: MVS
 CHECKED BY: DM
 APPROVED BY:

PRELIMINARY
NOT FOR CONSTRUCTION
04/11/20

SEAL	PROJECT NO. 09051.00
DESIGNED BY: MVS	CHECKED BY: DM
APPROVED BY:	
DATE:	
NO.:	
ISSUE DATE:	
NO.:	
ISSUE DATE:	
NO.:	
ISSUE DATE:	

PROJECT PHASE
DESIGN DEVELOPMENT

SHEET DESCRIPTION
BUILDING 11 SITE PLAN

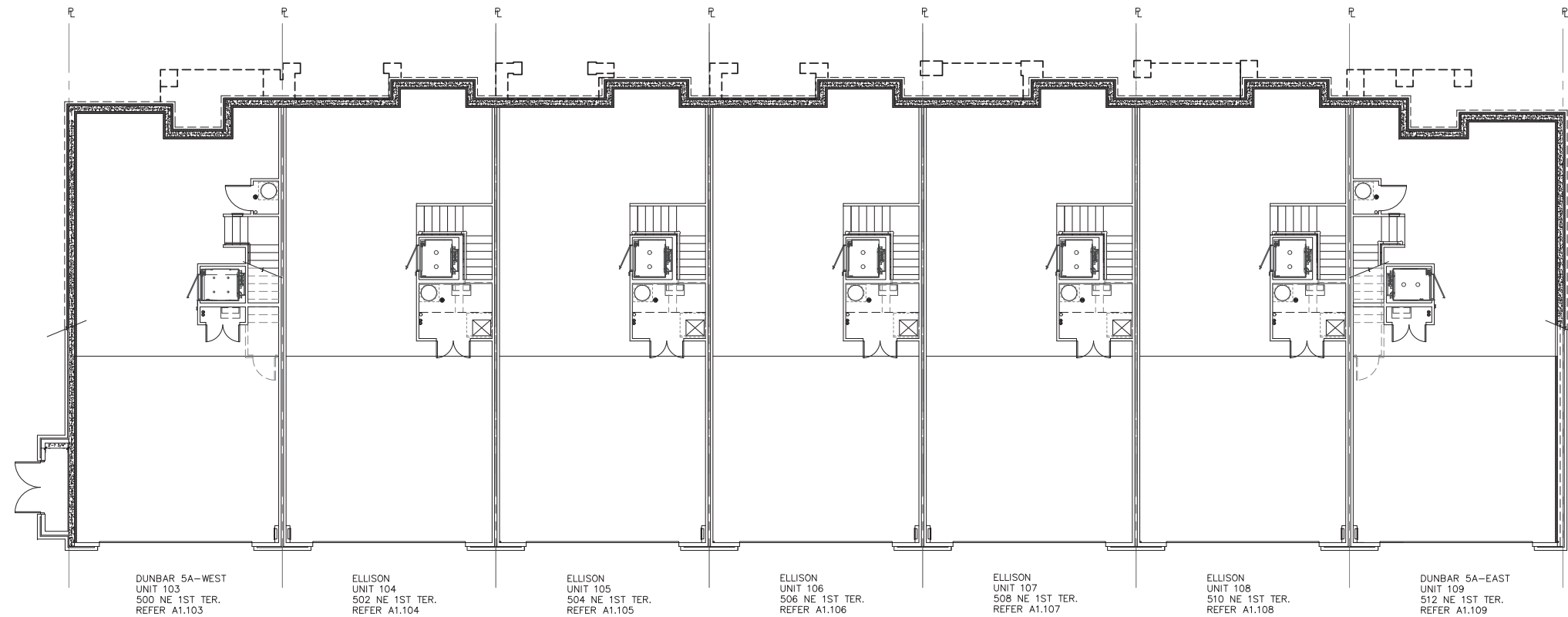
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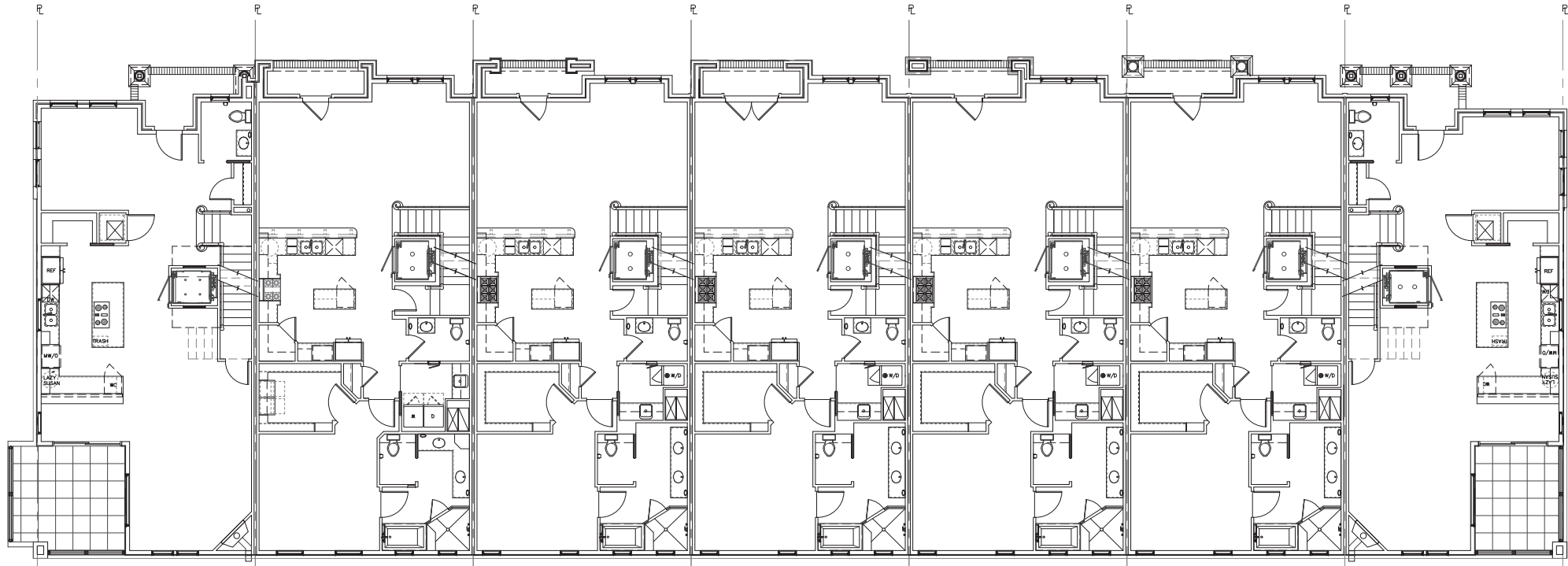
A0.1

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TRUE NORTH PLAN NORTH
BUILDING 11 SITEPLAN
 SCALE: 1" = 10'-0"



TRUE NORTH PLAN NORTH
COMPOSITE FIRST LEVEL PLAN
 SCALE: 1/8"=1'-0"



TRUE NORTH PLAN NORTH
COMPOSITE SECOND LEVEL PLAN
 SCALE: 1/8"=1'-0"



Troy D. Rhodes & COMPANY, INC.
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THE HILL
 AT BRICKTOWN
BUILDING 11

PROJECT LOCATION
 500 - 512 N.E. 1st Ter.
 Oklahoma City, OK

PRELIMINARY
NOT FOR CONSTRUCTION
 04/17/20

SEAL	PROJECT NO. PROJ. 00
DESIGNED BY TDR	DRAWN BY TDR
CHECKED BY TDR	APPROVED BY TDR
DATE 04/17/20	DESCRIPTION COMPOSITE FIRST AND SECOND LEVEL PLANS

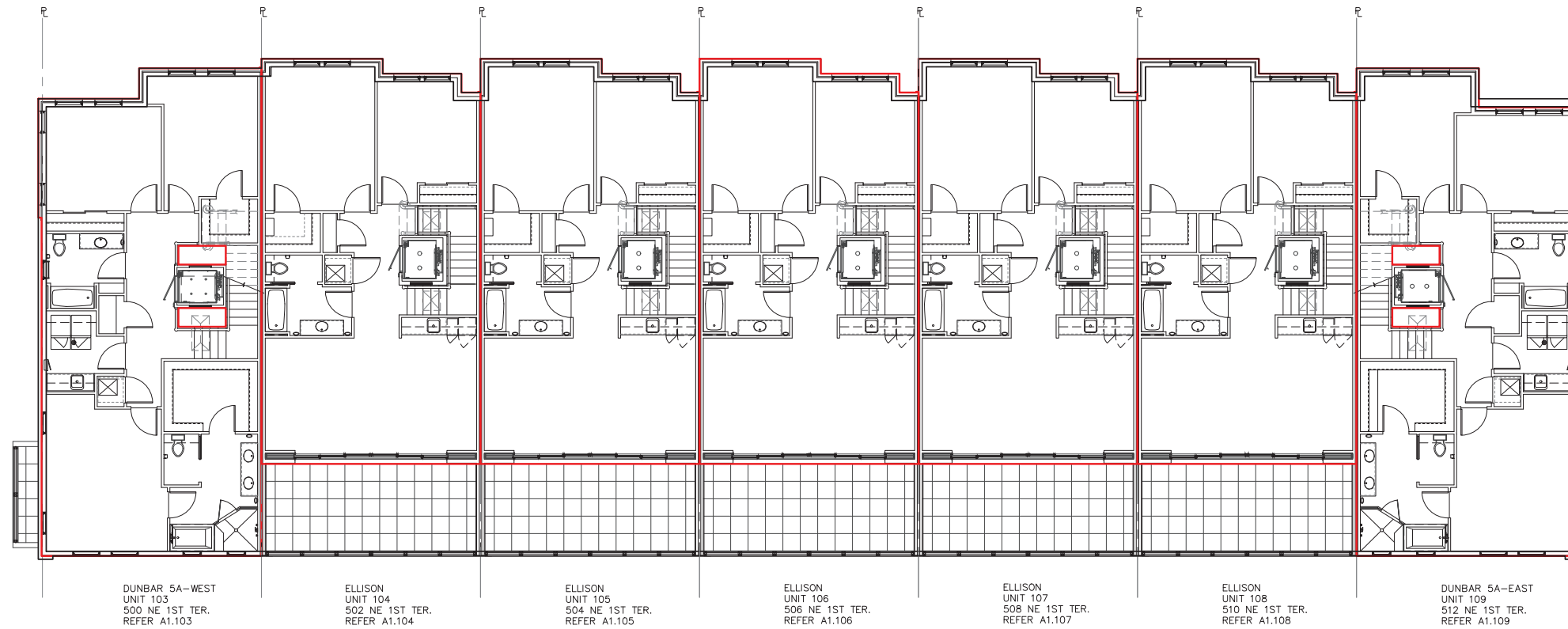
PROJECT PHASE
DESIGN DEVELOPMENT

SHEET DESCRIPTION
 COMPOSITE FIRST AND SECOND LEVEL PLANS

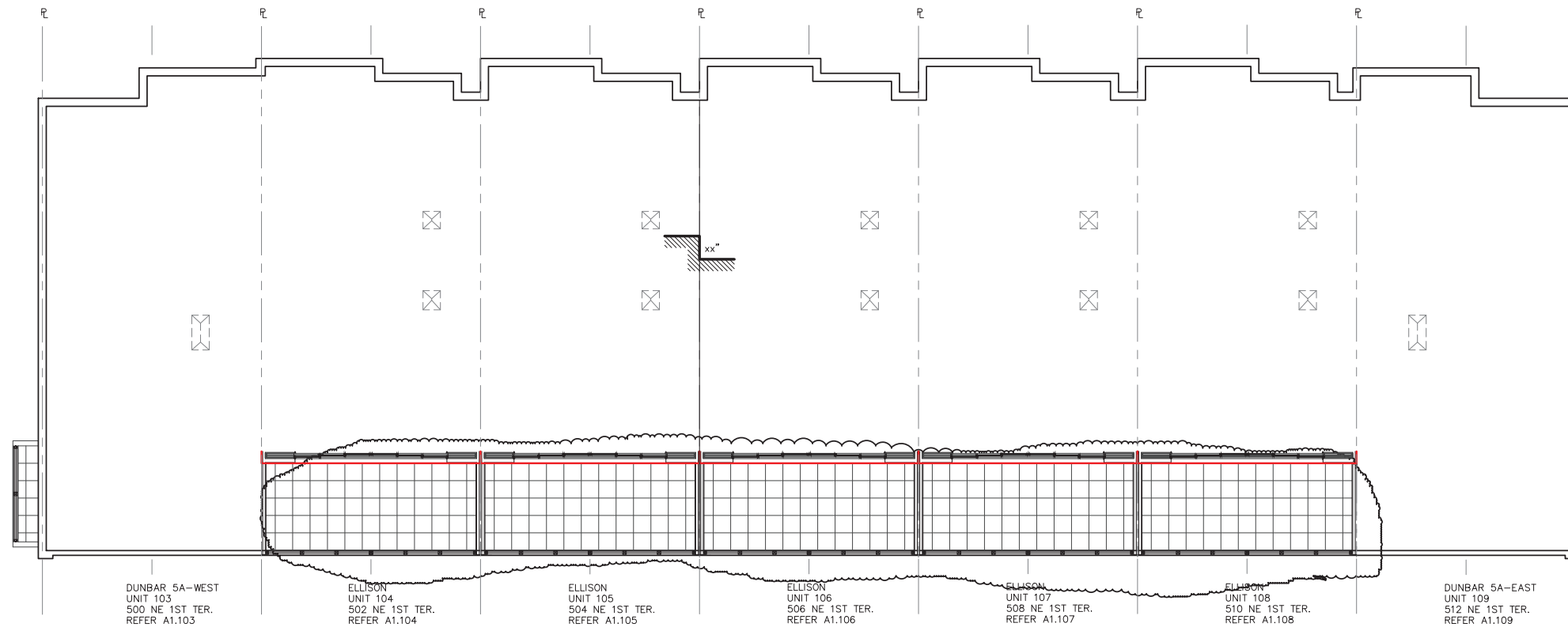
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SHEET NUMBER

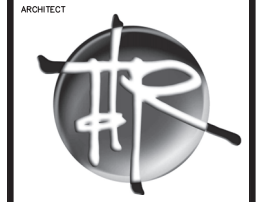
A0.2



COMPOSITE THIRD LEVEL PLAN
 TRUE NORTH PLAN NORTH
 1
 A0.3 SCALE: 1/8"=1'-0"



COMPOSITE ROOF LEVEL PLAN
 TRUE NORTH PLAN NORTH
 2
 A0.3 SCALE: 1/8"=1'-0"



Troy D. Rhodes & COMPANY, INC.
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THE HILL
 AT BRICKTOWN
BUILDING 11

PROJECT LOCATION
 500 - 512 N.E. 1st Ter.
 Oklahoma City, OK

SEAL PROJECT NO. PROJ. NO.

PRELIMINARY
NOT FOR CONSTRUCTION
 04/17/20

DESIGNED BY	PROJECT NO.
DRAWN BY	PROJ. NO.
CHECKED BY	PROJ. NO.
APPROVED BY	PROJ. NO.
DATE	PROJ. NO.
NO.	PROJ. NO.
DESCRIPTION	PROJ. NO.

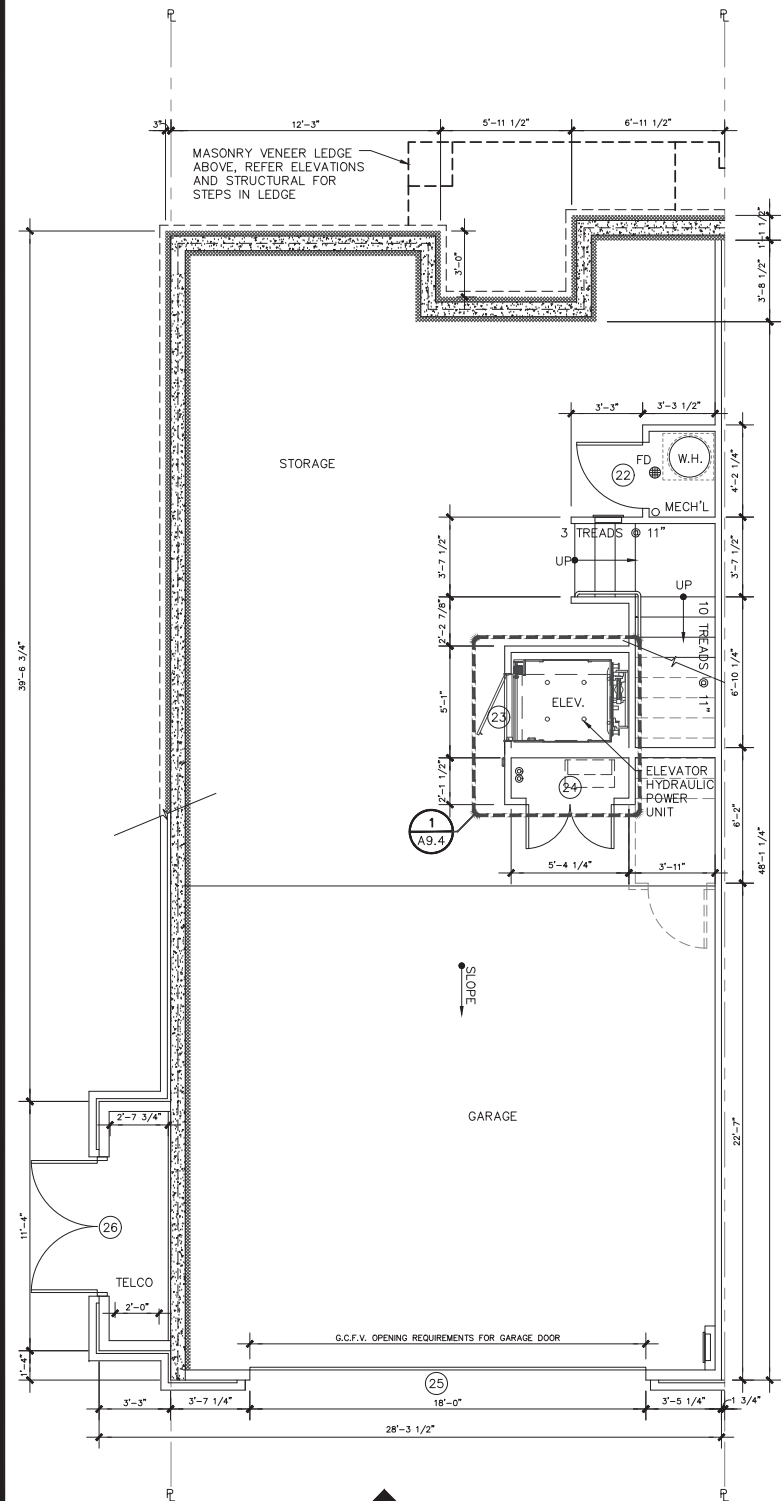
PROJECT PHASE
DESIGN DEVELOPMENT

SHEET DESCRIPTION
COMPOSITE THIRD LEVEL & ROOF LEVEL PLANS

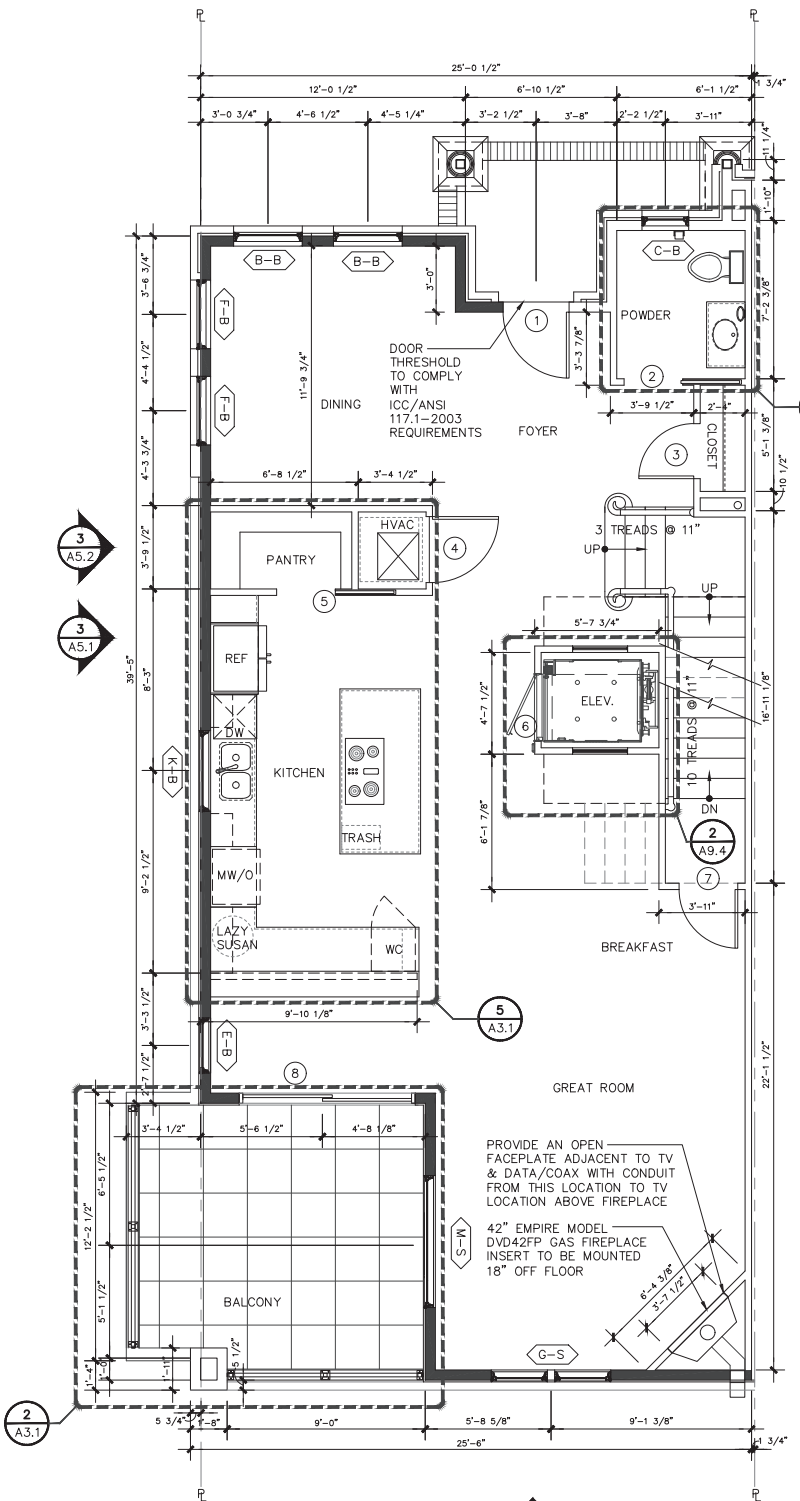
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SHEET NUMBER

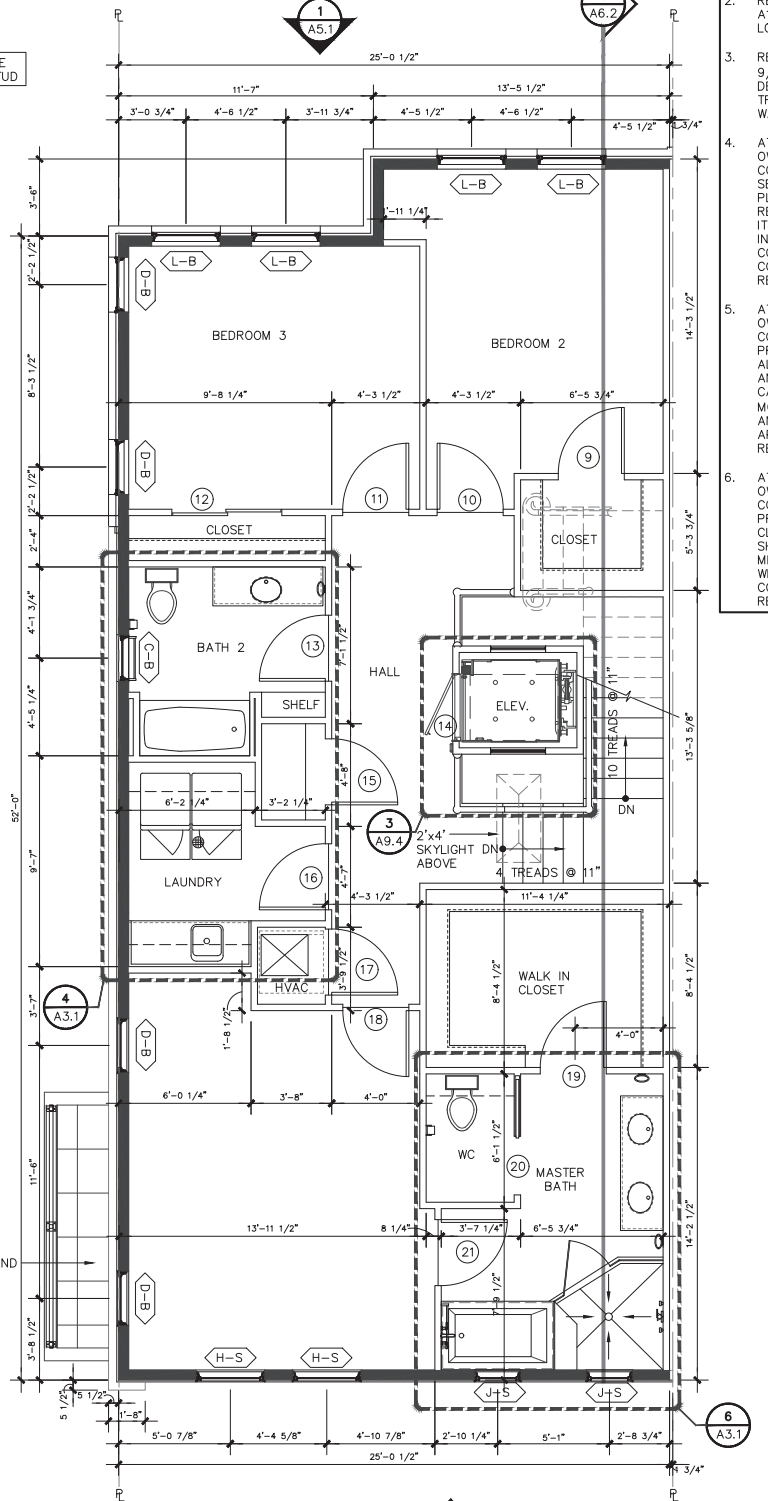
A0.3



**DUNBAR 5A
UNIT 103 - LEVEL 1**
 SCALE: 1/4" = 1'-0"



**DUNBAR 5A
UNIT 103 - LEVEL 2**
 SCALE: 1/4" = 1'-0"

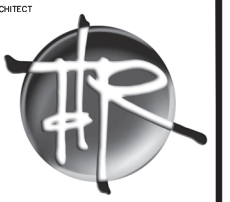


**DUNBAR 5A
UNIT 103 - LEVEL 3**
 SCALE: 1/4" = 1'-0"

DIMENSIONS ARE TO FACE OF STUD

GENERAL NOTES

- REFER TO A14.1 FOR BALCONY RAIL DETAILS.
- REFER TO A15.1 AND A15.2 FOR FIRE RATING LOCATIONS.
- REFER TO 8/G2.2 AND 9/G2.2 FOR FIRE RATING DETAILS AT WOOD TRUSSES AT EXTERIOR WALL LOCATIONS.
- AT OWNER'S REQUEST OWNER AND GENERAL CONTRACTOR ARE TO SELECT AND COORDINATE PLUMBING FIXTURES AND RELATED ITEMS. ALL ITEMS AND THEIR INSTALLATION ARE TO COMPLY WITH APPLICABLE CODES AND REQUIREMENTS.
- AT OWNER'S REQUEST OWNER AND GENERAL CONTRACTOR ARE TO PROVIDE AND COORDINATE ALL MILLWORK DESIGN AND CONSTRUCTION. BASE CABINETS SHOULD BE NO MORE THAN 24" DEEP AND COMPLY WITH ALL APPLICABLE CODES AND REQUIREMENTS.
- AT OWNER'S REQUEST OWNER AND GENERAL CONTRACTOR ARE TO PROVIDE AND COORDINATE CLOSET DESIGN FOR SHELING, RODS, AND MILLWORK AND COMPLY WITH ALL APPLICABLE CODES AND REQUIREMENTS.



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PROJECT LOCATION
500 - 512 N.E. 1st Ter.
Oklahoma City, OK

PRELIMINARY
NOT FOR CONSTRUCTION
04/17/20

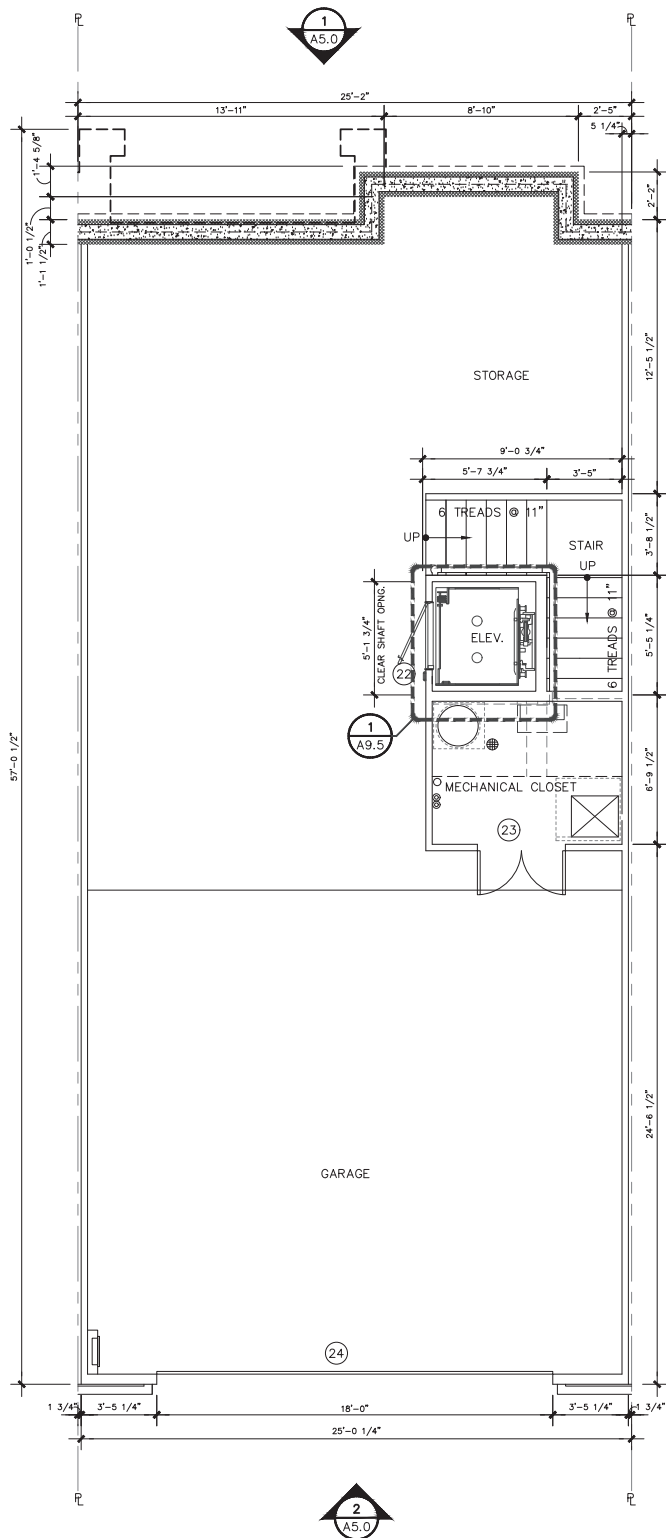
DESIGN DEVELOPMENT

SHEET DESCRIPTION
DUNBAR 5A WEST - UNIT 103
LEVEL 1, LEVEL 2
AND LEVEL 3 FLOOR PLAN

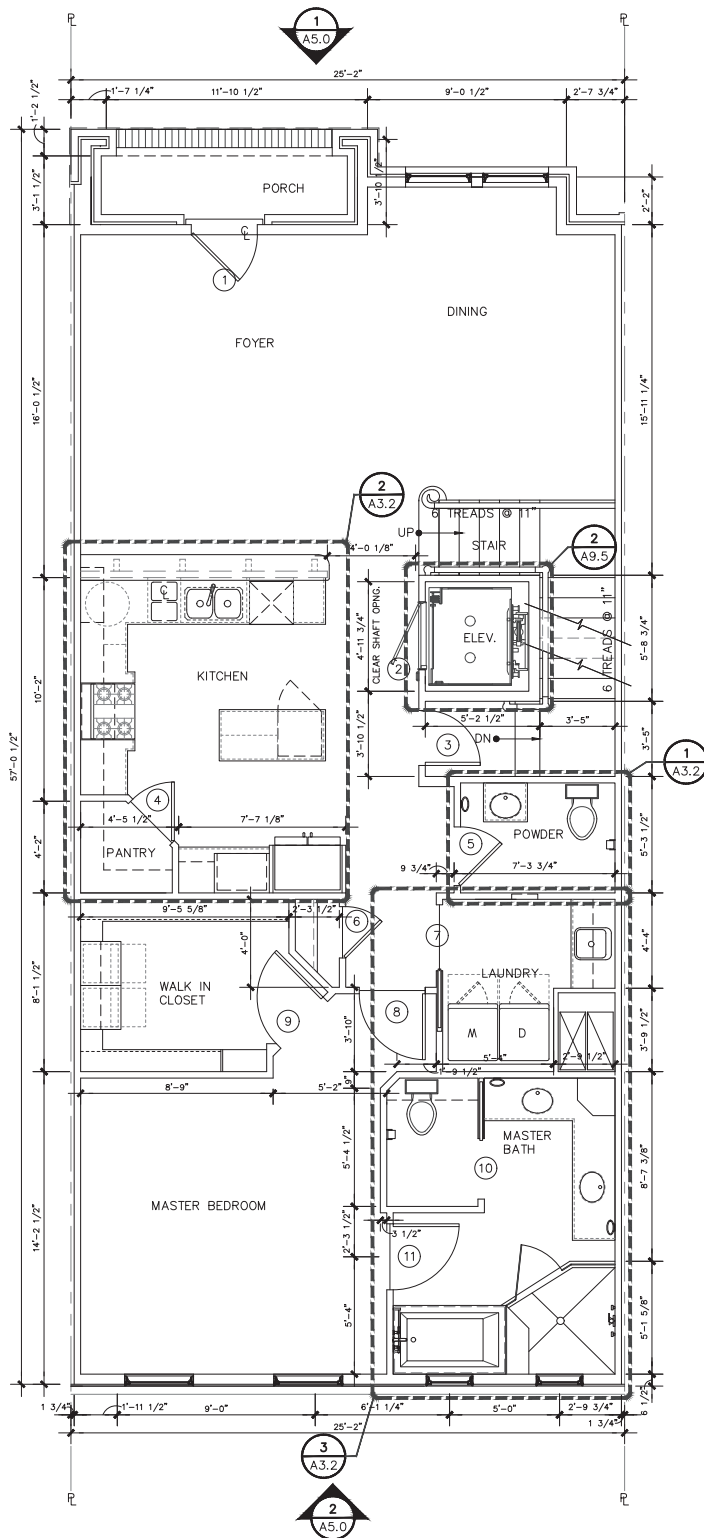
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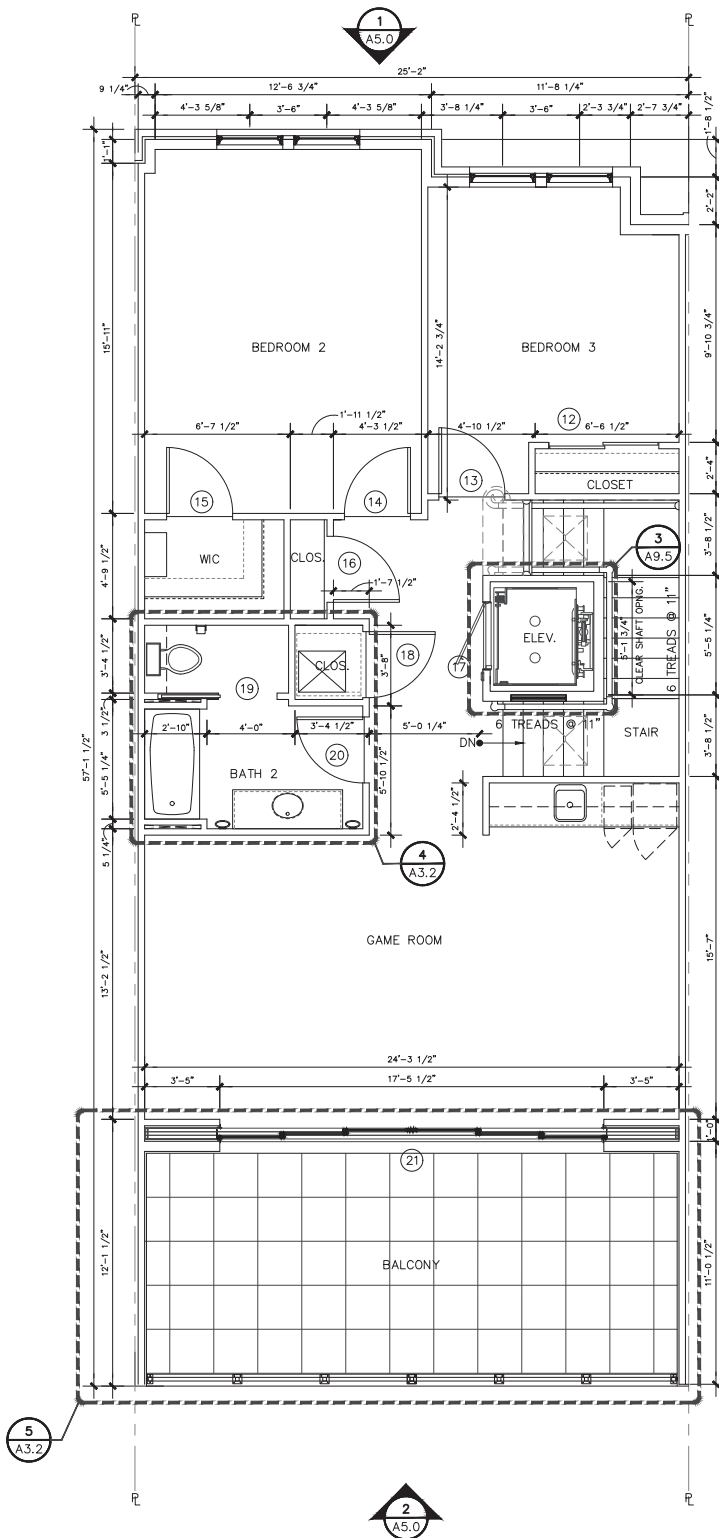
A1.103



TRUE NORTH PLAN NORTH
ELLISON UNIT 104 - LEVEL 1
 1 A1.104 SCALE: 1/4" = 1'-0"



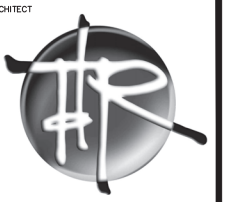
TRUE NORTH PLAN NORTH
ELLISON UNIT 104 - LEVEL 2
 2 A1.104 SCALE: 1/4" = 1'-0"



TRUE NORTH PLAN NORTH
ELLISON UNIT 104 - LEVEL 3
 3 A1.104 SCALE: 1/4" = 1'-0"

GENERAL NOTES

- REFER TO A14.1 FOR BALCONY RAIL DETAILS.
- REFER TO A15.1 AND A15.2 FOR FIRE RATING LOCATIONS.
- REFER TO 8/G2.2 AND 9/G2.2 FOR FIRE RATING DETAILS AT WOOD TRUSSES AT EXTERIOR WALL LOCATIONS.
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PROJECT LOCATION
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 Oklahoma City, OK

PROJECT NO. PROJ100
 DRAWN BY: JMS
 CHECKED BY: JMS
 APPROVED BY: JMS



ISSUE DATE: 04/17/20
 SHEET DESCRIPTION: ELLISON UNIT 104 LEVEL 1, LEVEL 2 AND LEVEL 3 FLOOR PLANS

PROJECT PHASE: DESIGN DEVELOPMENT

ISSUE DATE: 04/17/20

SHEET NUMBER: A1.104

ISSUE DATE: 04/17/20

PROJECT PHASE: DESIGN DEVELOPMENT

SHEET DESCRIPTION: ELLISON UNIT 104 LEVEL 1, LEVEL 2 AND LEVEL 3 FLOOR PLANS

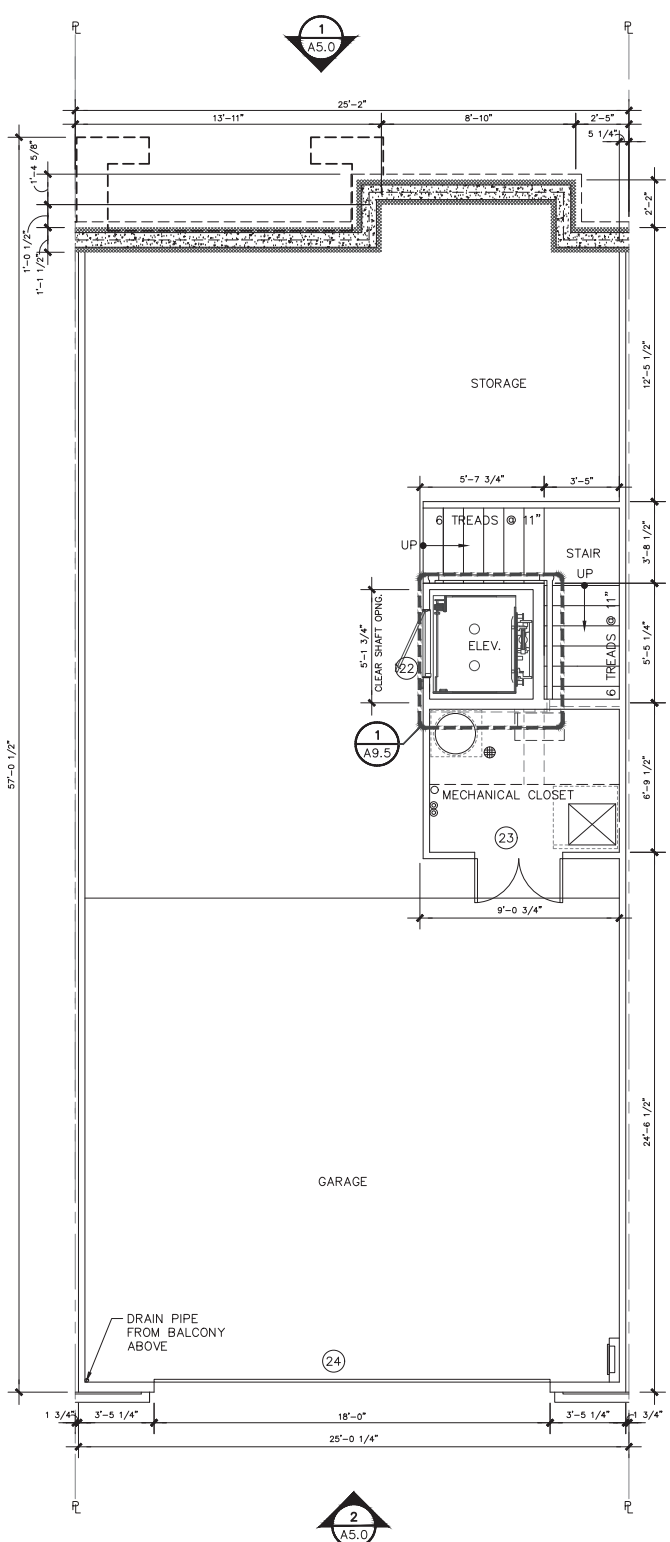
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SHEET NUMBER: A1.104

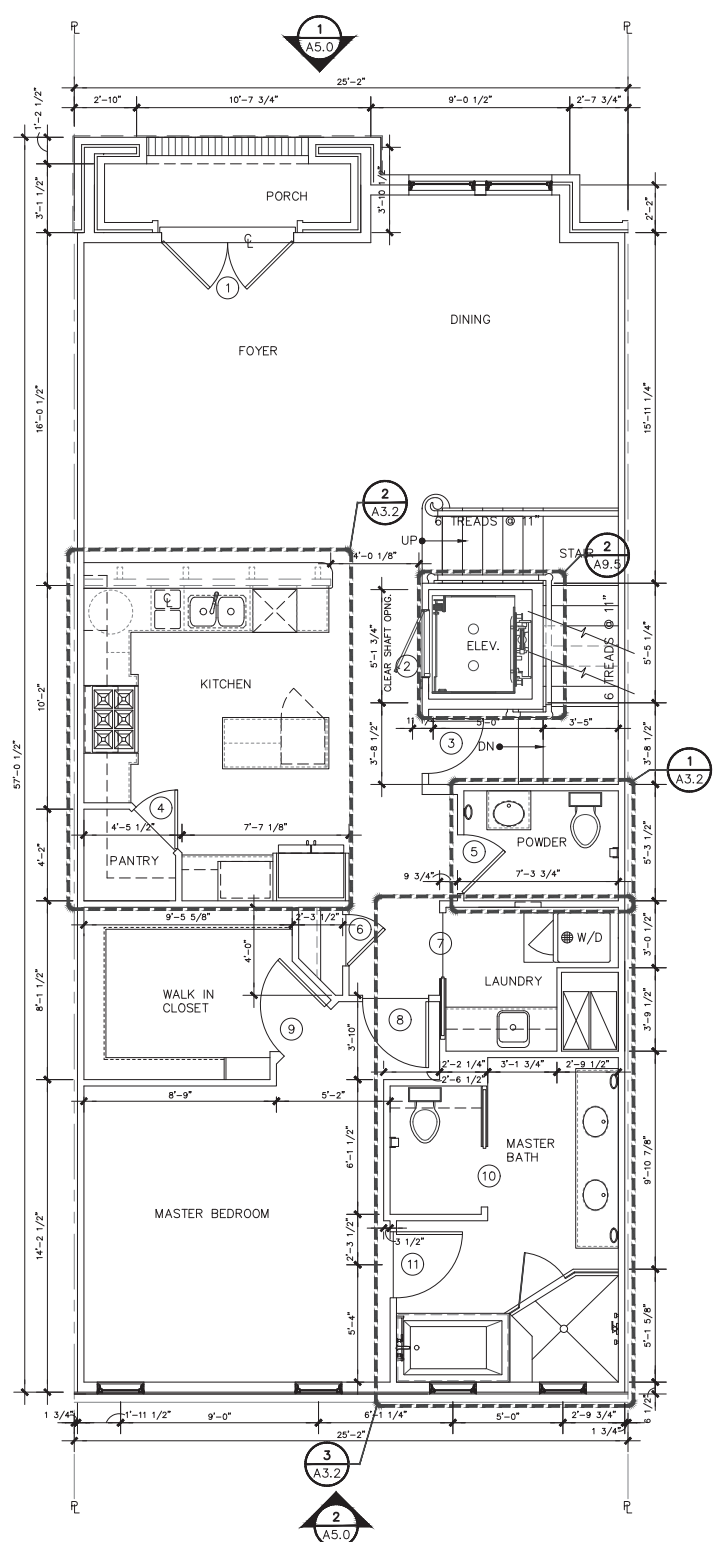
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SHEET NUMBER: A1.104

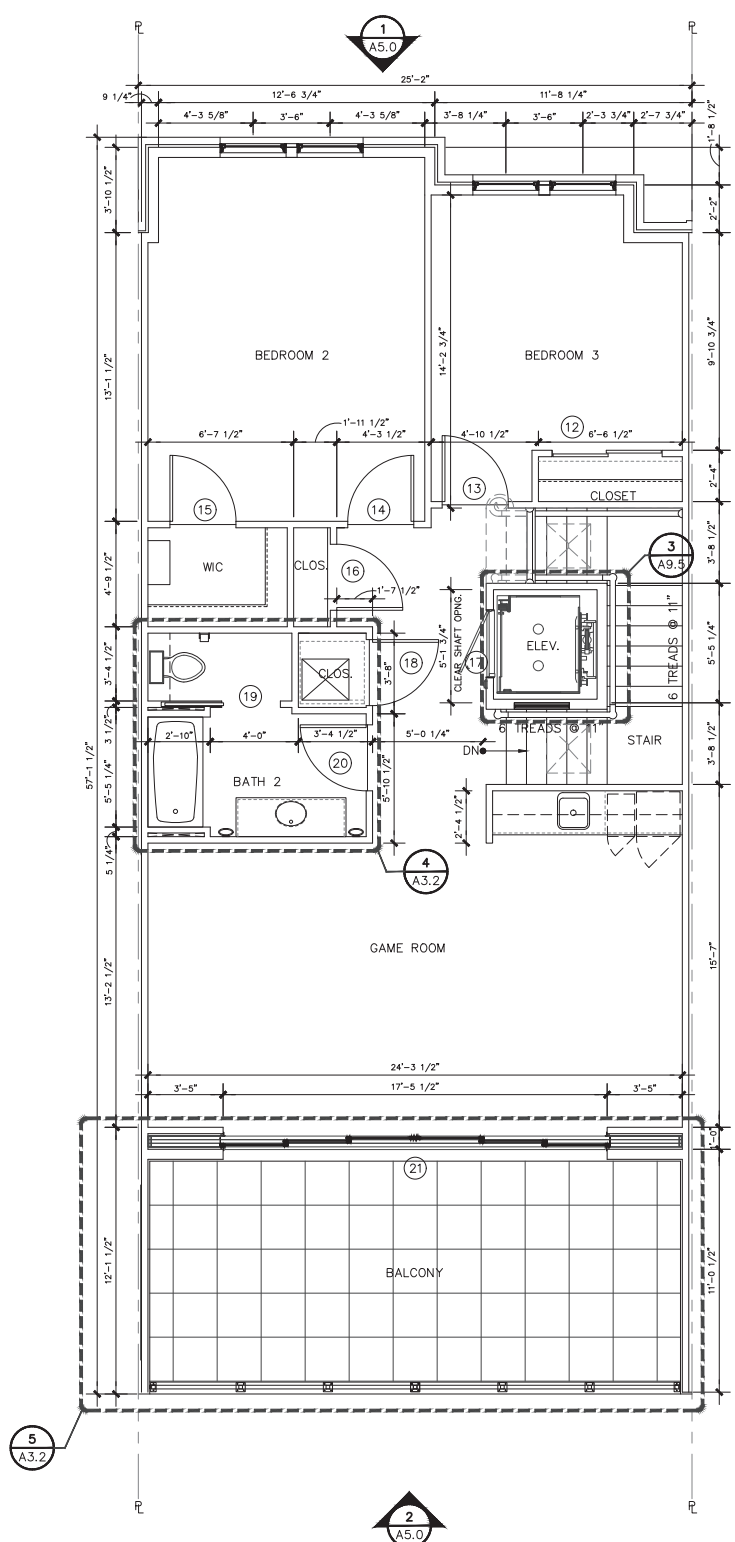
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TRUE NORTH PLAN NORTH
ELLISON UNIT 106 - LEVEL 1
 1 A1.106 SCALE: 1/4" = 1'-0"



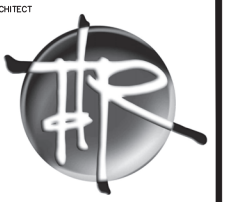
TRUE NORTH PLAN NORTH
ELLISON UNIT 106 - LEVEL 2
 2 A1.106 SCALE: 1/4" = 1'-0"



TRUE NORTH PLAN NORTH
ELLISON UNIT 106 - LEVEL 3
 3 A1.106 SCALE: 1/4" = 1'-0"

GENERAL NOTES

- REFER TO A14.1 FOR BALCONY RAIL DETAILS.
- REFER TO A15.1 AND A15.2 FOR FIRE RATING LOCATIONS.
- REFER TO 8/G2.2 AND 9/G2.2 FOR FIRE RATING DETAILS AT WOOD TRUSSES AT EXTERIOR WALL LOCATIONS.
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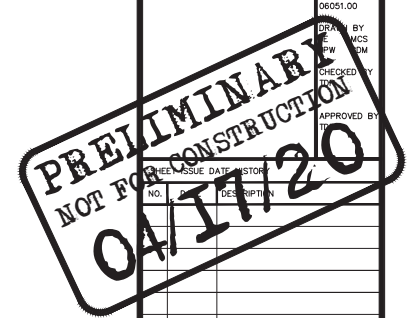
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PROJECT LOCATION
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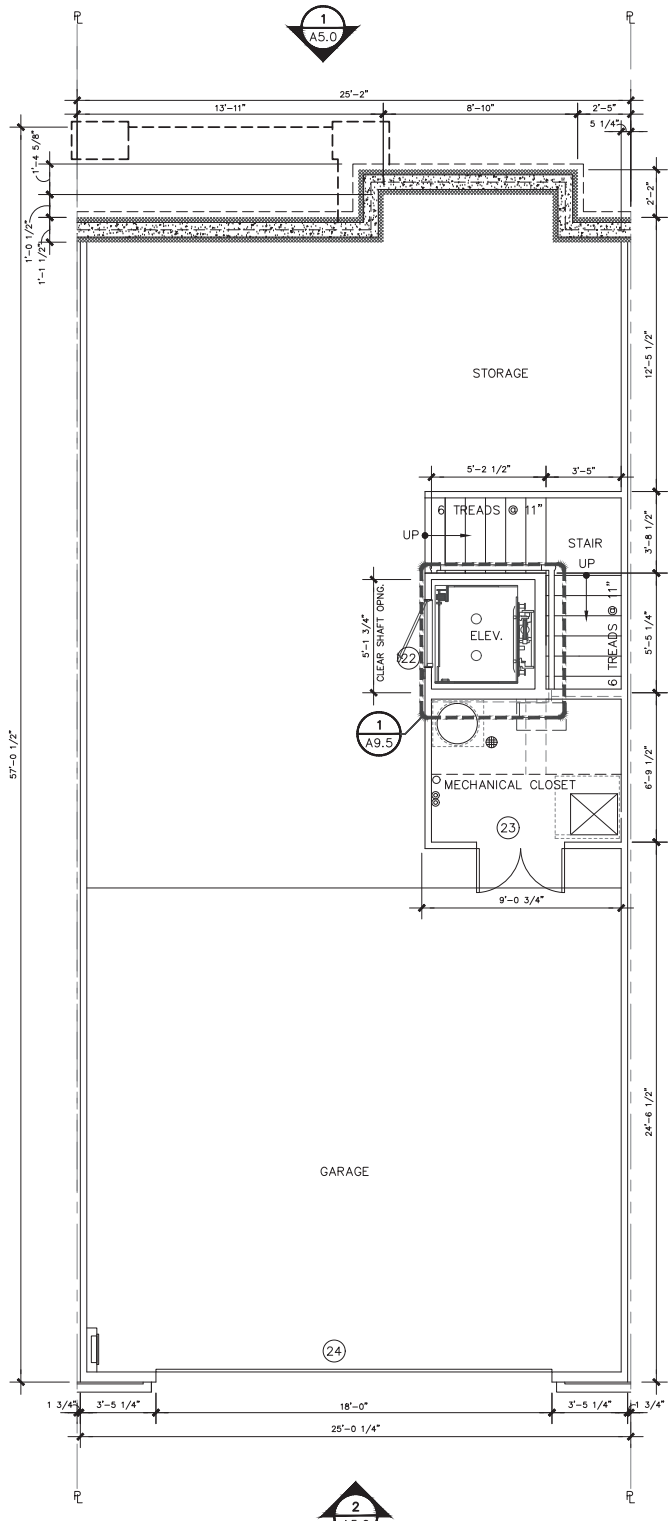
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	PROJ. 106
	DATE: 04/17/20
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	CHECKED BY: [Signature]
	APPROVED BY: [Signature]

PROJECT PHASE
 DESIGN DEVELOPMENT

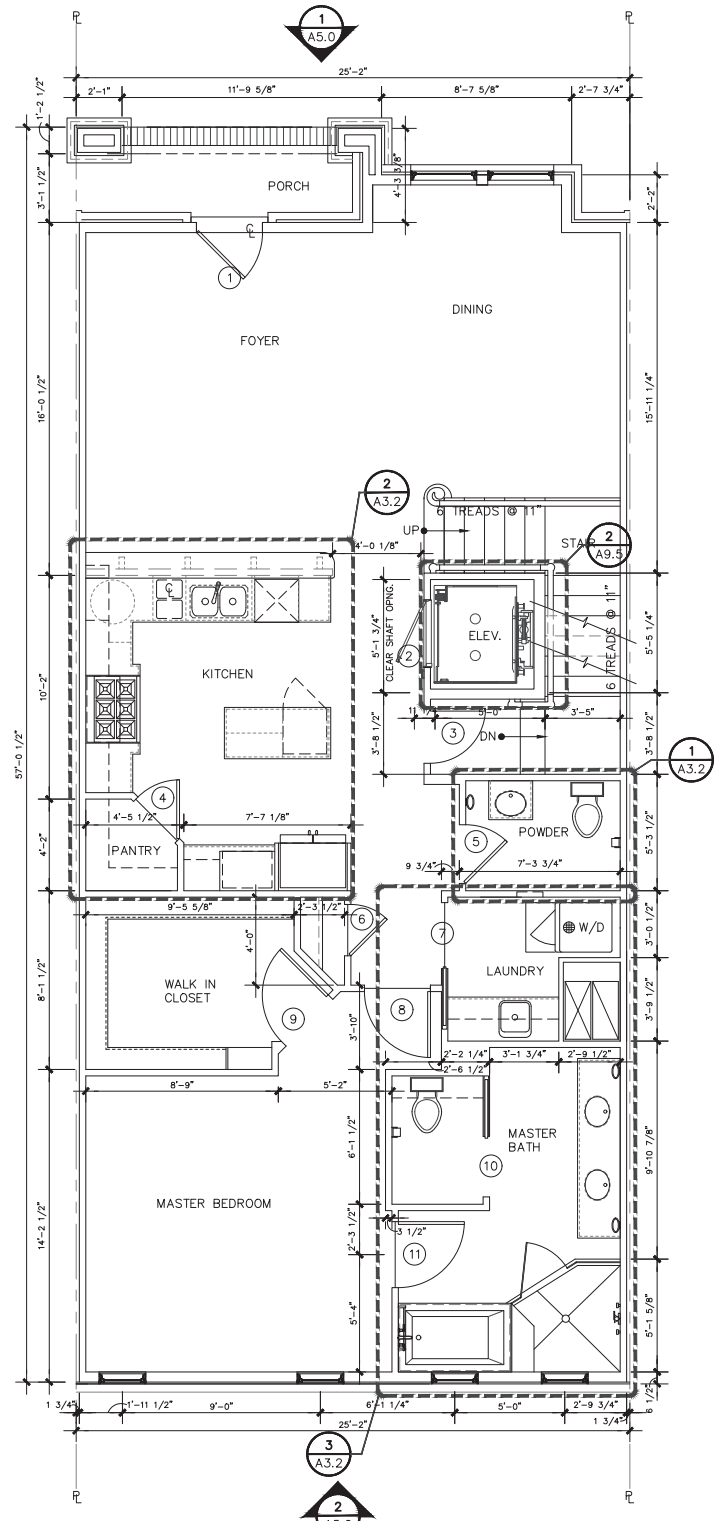
SHEET DESCRIPTION
 ELLISON UNIT 106
 LEVEL 1, LEVEL 2
 AND LEVEL 3 FLOOR PLANS

ISSUE DATE

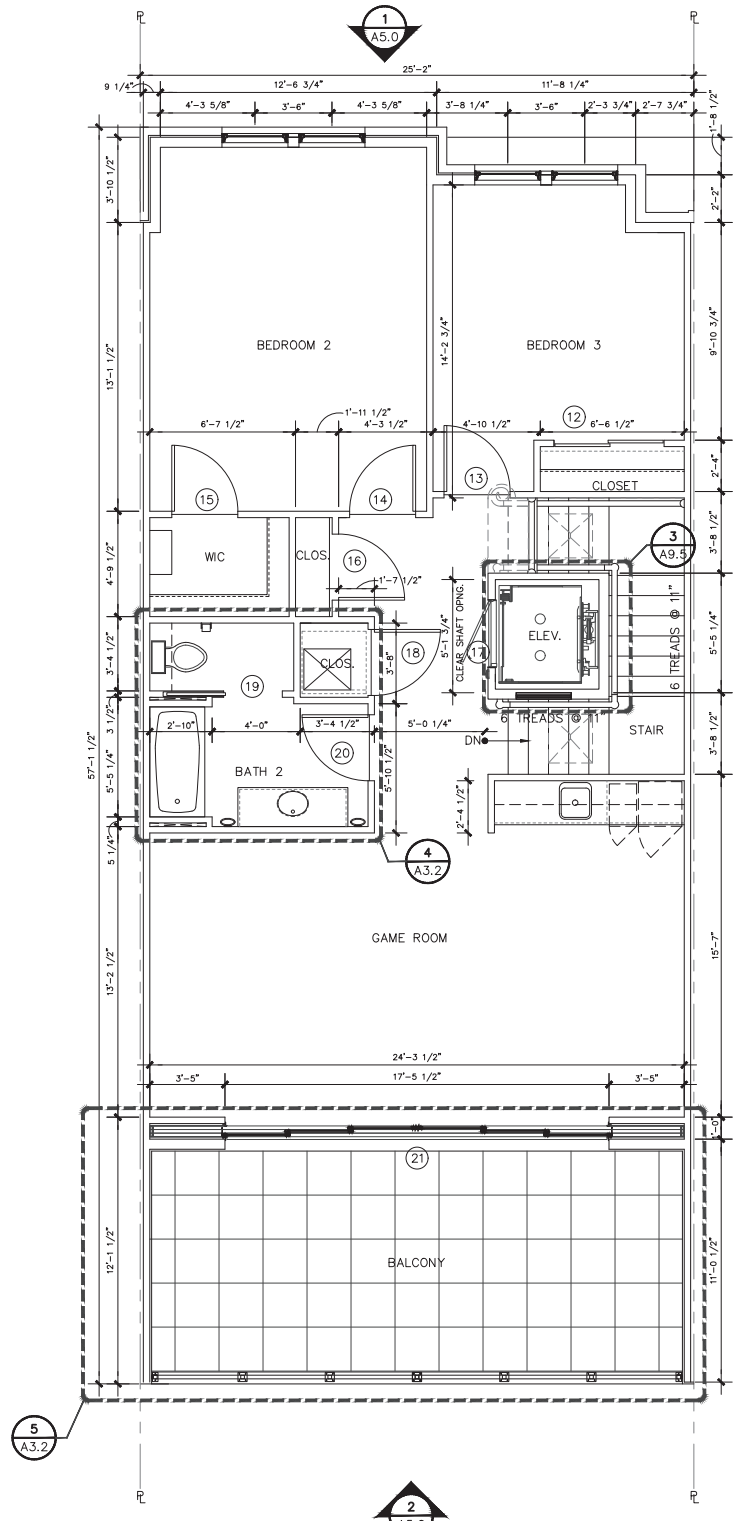
SHEET NUMBER
A1.106



TRUE NORTH PLAN NORTH
ELLISON UNIT 107 - LEVEL 1
 SCALE: 1/4" = 1'-0"



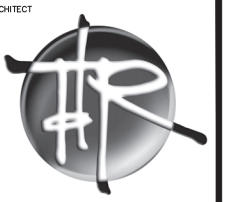
TRUE NORTH PLAN NORTH
ELLISON UNIT 107 - LEVEL 2
 SCALE: 1/4" = 1'-0"



TRUE NORTH PLAN NORTH
ELLISON UNIT 107 - LEVEL 3
 SCALE: 1/4" = 1'-0"

GENERAL NOTES

- REFER TO A14.1 FOR BALCONY RAIL DETAILS.
- REFER TO A15.1 AND A15.2 FOR FIRE RATING LOCATIONS.
- REFER TO 8/G2.2 AND 9/G2.2 FOR FIRE RATING DETAILS AT WOOD TRUSSES AT EXTERIOR WALL LOCATIONS.
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- AT OWNER'S REQUEST OWNER AND GENERAL CONTRACTOR ARE TO PROVIDE AND COORDINATE ALL MILLWORK DESIGN AND CONSTRUCTION. BASE CABINETS SHOULD BE NO MORE THAN 24" DEEP AND COMPLY WITH ALL APPLICABLE CODES AND REQUIREMENTS.
- AT OWNER'S REQUEST OWNER AND GENERAL CONTRACTOR ARE TO PROVIDE AND COORDINATE CLOSET DESIGN FOR SHELVEING, RODS, AND MILLWORK AND COMPLY WITH ALL APPLICABLE CODES AND REQUIREMENTS.



Troy D. Rhodes & Company, Inc.
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PROJECT LOCATION
 500 - 512 N.E. 1st Ter.
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SEAL	PROJECT NO.
DATE	PROJECT NAME
ISSUED BY	DATE
CHECKED BY	DATE
APPROVED BY	DATE

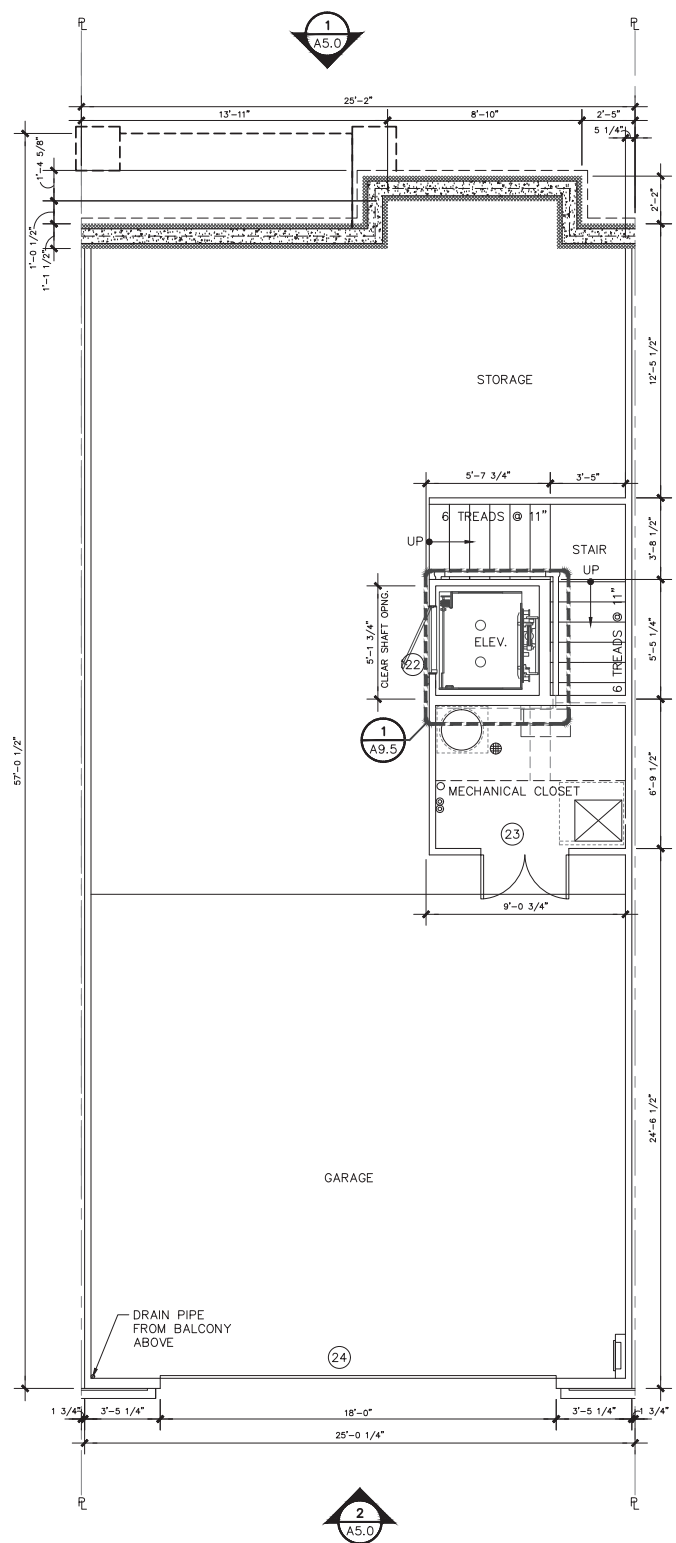
PROJECT PHASE
 DESIGN DEVELOPMENT

SHEET DESCRIPTION
 ELLISON UNIT 107
 LEVEL 1, LEVEL 2
 AND LEVEL 3 FLOOR PLANS

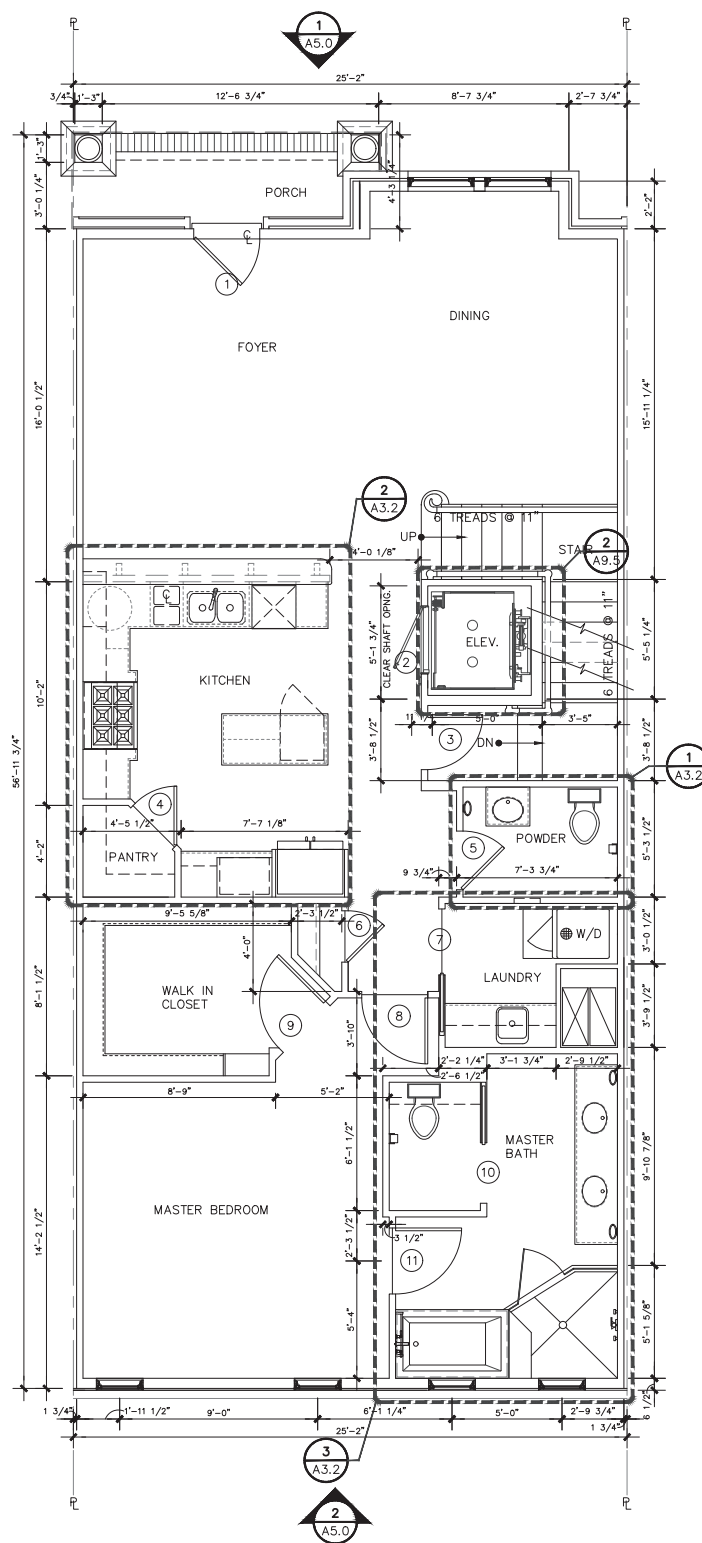
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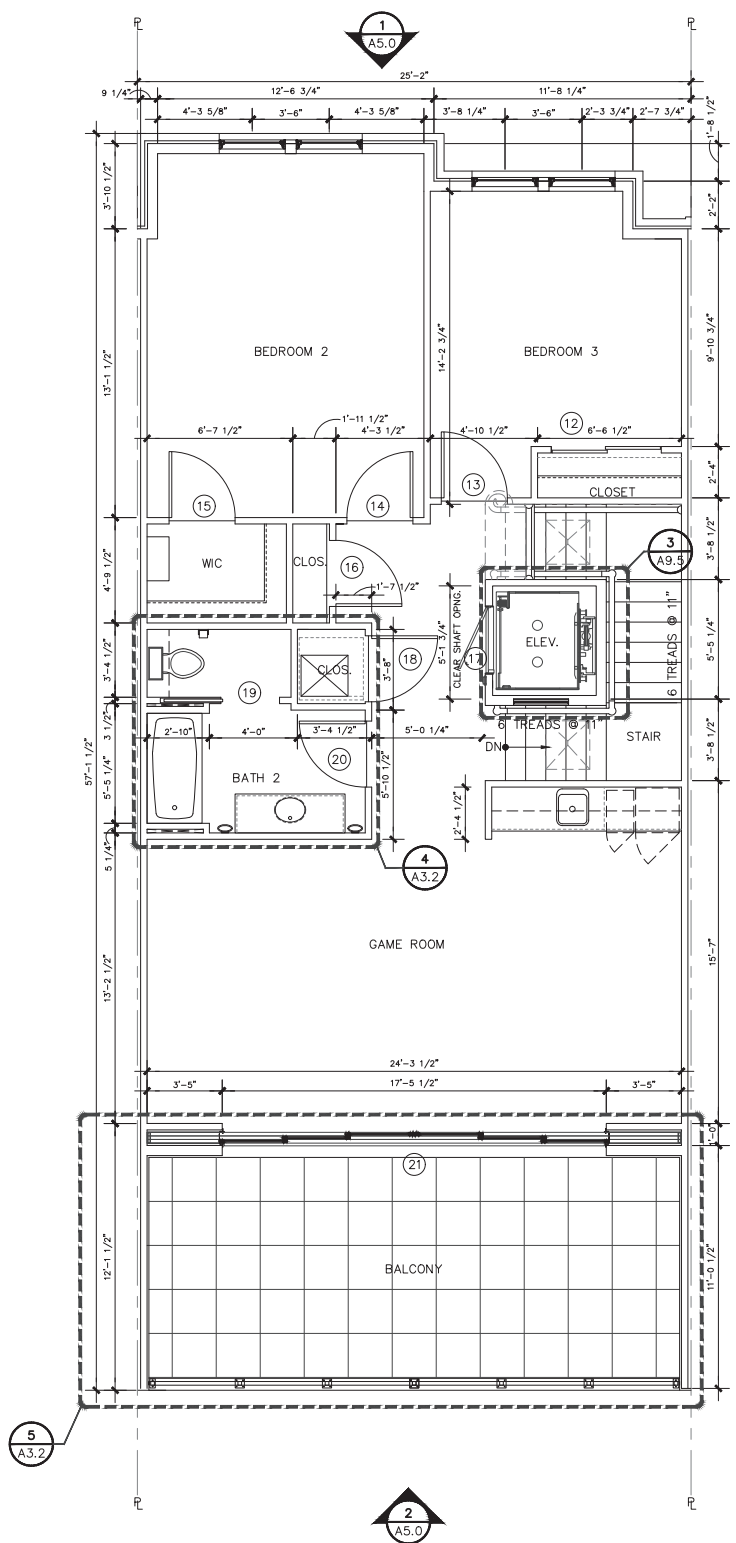
A1.107



TRUE NORTH PLAN NORTH
ELLISON UNIT 108 - LEVEL 1
 1 A1.108 SCALE: 1/4" = 1'-0"



TRUE NORTH PLAN NORTH
ELLISON UNIT 108 - LEVEL 2
 2 A1.108 SCALE: 1/4" = 1'-0"



TRUE NORTH PLAN NORTH
ELLISON UNIT 108 - LEVEL 3
 3 A1.108 SCALE: 1/4" = 1'-0"

GENERAL NOTES

- REFER TO A14.1 FOR BALCONY RAIL DETAILS.
- REFER TO A15.1 AND A15.2 FOR FIRE RATING LOCATIONS.
- REFER TO 8/G2.2 AND 9/G2.2 FOR FIRE RATING DETAILS AT WOOD TRUSSES AT EXTERIOR WALL LOCATIONS.
- AT OWNER'S REQUEST OWNER AND GENERAL CONTRACTOR ARE TO SELECT AND COORDINATE PLUMBING FIXTURES AND RELATED ITEMS. ALL ITEMS AND THEIR INSTALLATION ARE TO COMPLY WITH APPLICABLE CODES AND REQUIREMENTS.
- AT OWNER'S REQUEST OWNER AND GENERAL CONTRACTOR ARE TO PROVIDE AND COORDINATE ALL MILLWORK DESIGN AND CONSTRUCTION. BASE CABINETS SHOULD BE NO MORE THAN 24" DEEP AND COMPLY WITH ALL APPLICABLE CODES AND REQUIREMENTS.
- AT OWNER'S REQUEST OWNER AND GENERAL CONTRACTOR ARE TO PROVIDE AND COORDINATE CLOSET DESIGN FOR SHELING, RODS, AND MILLWORK AND COMPLY WITH ALL APPLICABLE CODES AND REQUIREMENTS.



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PROJECT LOCATION
 500 - 512 N.E. 1st Ter.
 Oklahoma City, OK

PROJECT NO. 0001.00
 DRAWN BY: [blank]
 CHECKED BY: [blank]
 APPROVED BY: [blank]



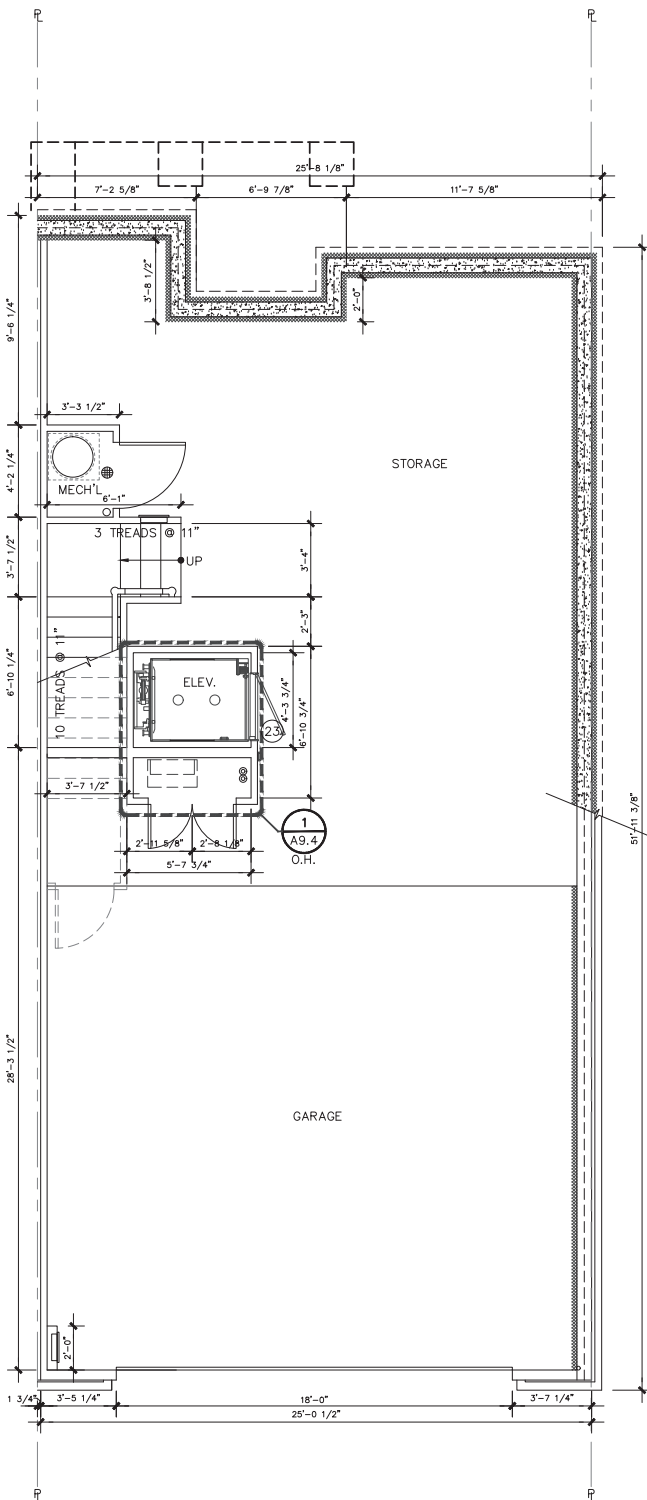
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SHEET DESCRIPTION
 ELLISON UNIT 108
 LEVEL 1, LEVEL 2
 AND LEVEL 3 FLOOR PLANS

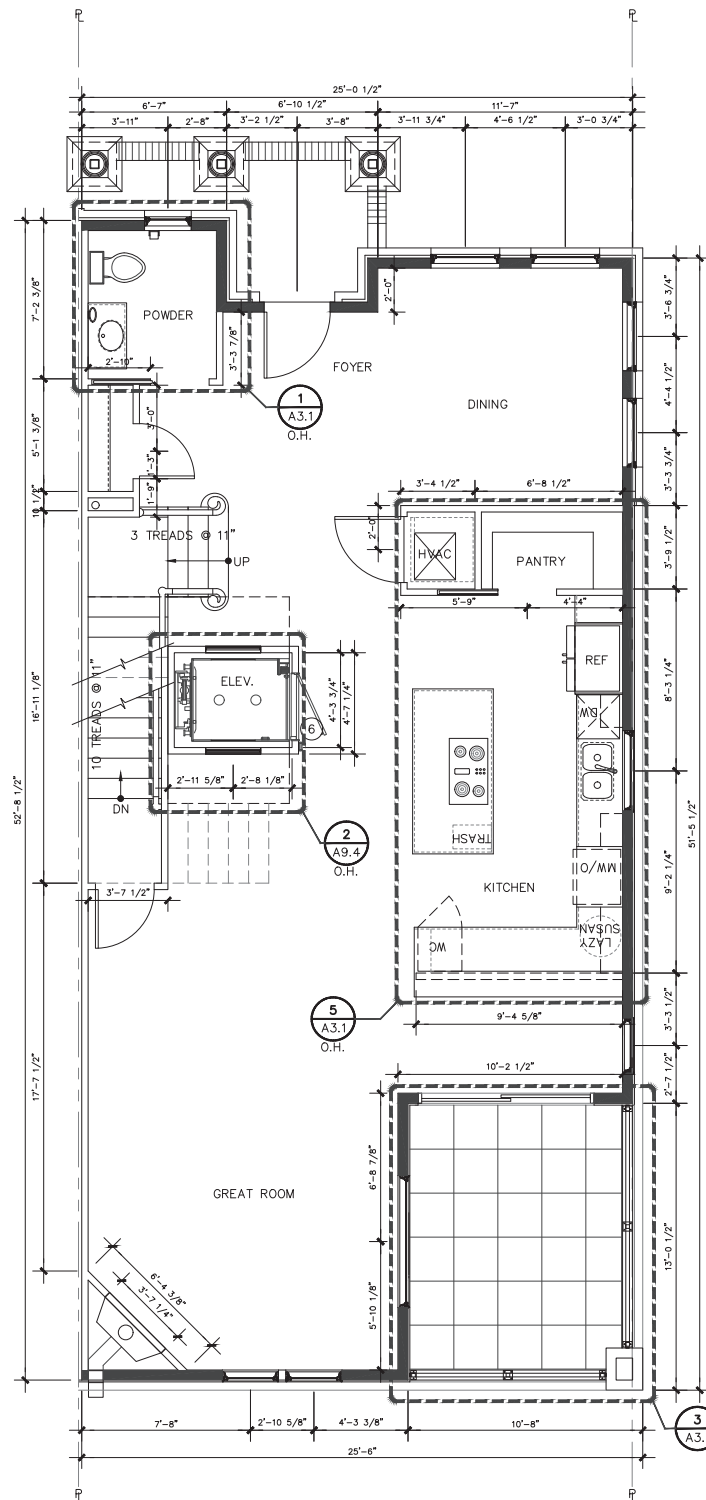
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SHEET NUMBER

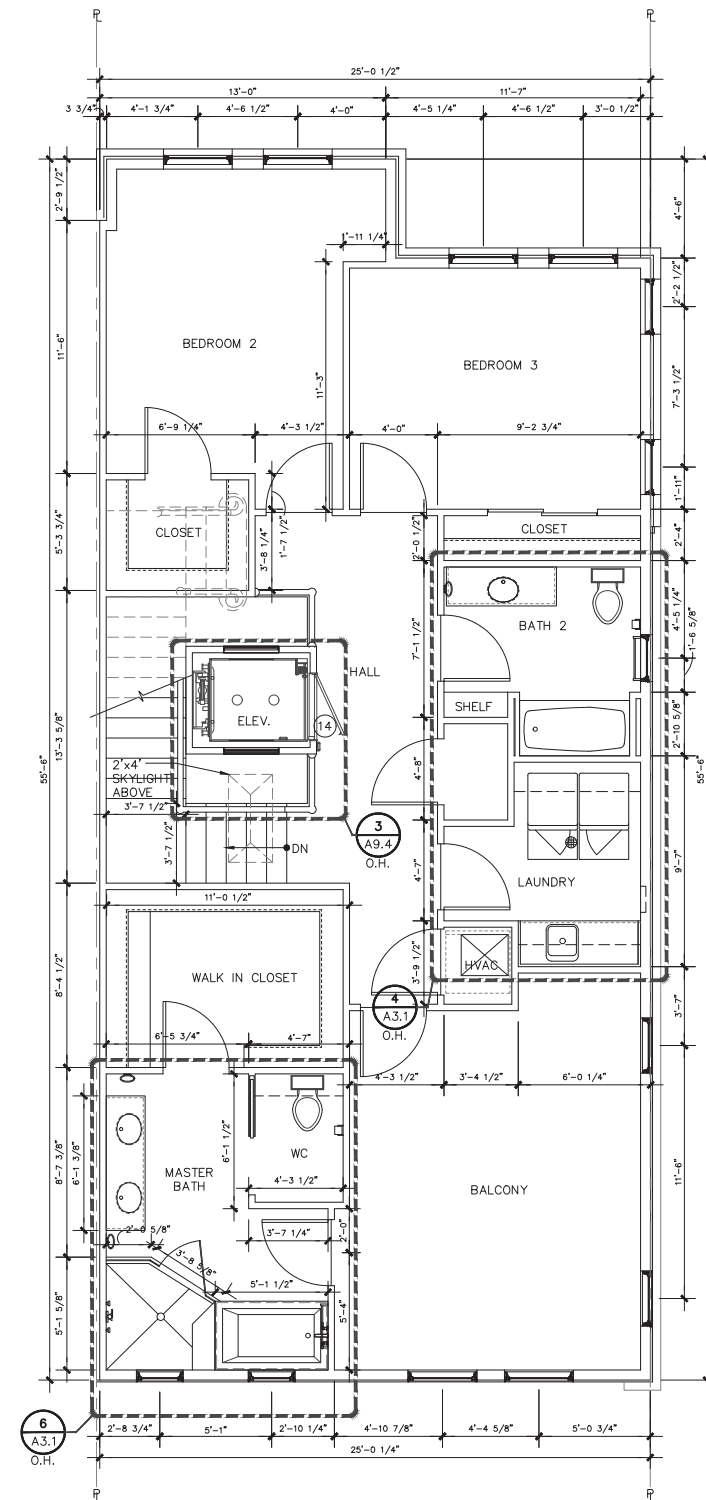
A1.108



TRUE NORTH PLAN NORTH
DUNBAR 5A UNIT 109 - LEVEL 1
 1 A1.109 SCALE: 1/4" = 1'-0"



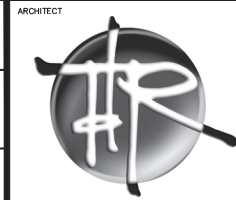
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DUNBAR 5A UNIT 109 - LEVEL 2
 2 A1.109 SCALE: 1/4" = 1'-0"



TRUE NORTH PLAN NORTH
DUNBAR 5A UNIT 109 - LEVEL 3
 3 A1.109 SCALE: 1/4" = 1'-0"

GENERAL NOTES

- REFER TO A14.1 FOR BALCONY RAIL DETAILS.
- REFER TO A15.1 AND A15.2 FOR FIRE RATING LOCATIONS.
- REFER TO 8/G2.2 AND 9/G2.2 FOR FIRE RATING DETAILS AT WOOD TRUSSES AT EXTERIOR WALL LOCATIONS.
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PROJECT LOCATION
 500 - 512 N.E. 1st Ter.
 Oklahoma City, OK

PROJECT NO. 00001.00

SEAL: DRAWN BY: CHECKED BY: APPROVED BY:
 DATE: 04/17/20

PROJECT PHASE: DESIGN DEVELOPMENT

SHEET DESCRIPTION: DUNBAR 5A EAST - UNIT 109 LEVEL 1, LEVEL 2 AND LEVEL 3 FLOOR PLANS

ISSUE DATE: SHEET NUMBER: A1.109

ISSUE DATE: SHEET NUMBER: A1.109

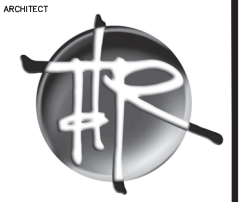
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ISSUE DATE: SHEET NUMBER: A1.109

ISSUE DATE: SHEET NUMBER: A1.109

ISSUE DATE: SHEET NUMBER: A1.109

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THE HILL
 AT BRICKTOWN
BUILDING 11

PROJECT LOCATION
 500 - 512 N.E. 1st Ter.
 Oklahoma City, OK

PROJECT NO. 00001.00

SEAL: DRAWN BY: WCS
 CHECKED BY: JDM
 APPROVED BY: [Signature]

PRELIMINARY
NOT FOR CONSTRUCTION
 04/17/20

PROJECT PHASE

DESIGN DEVELOPMENT

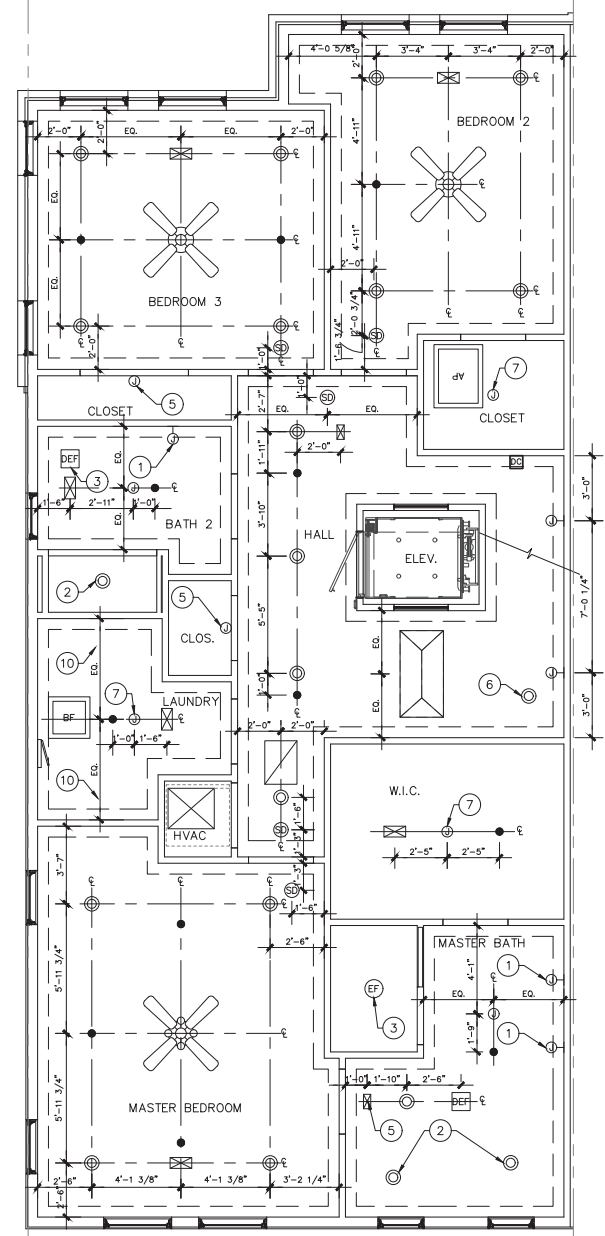
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 UNIT 103, DUNBAR 5A
 LEVEL 1, LEVEL 2
 AND LEVEL 3
 REFLECTED CEILING PLANS

ISSUE DATE

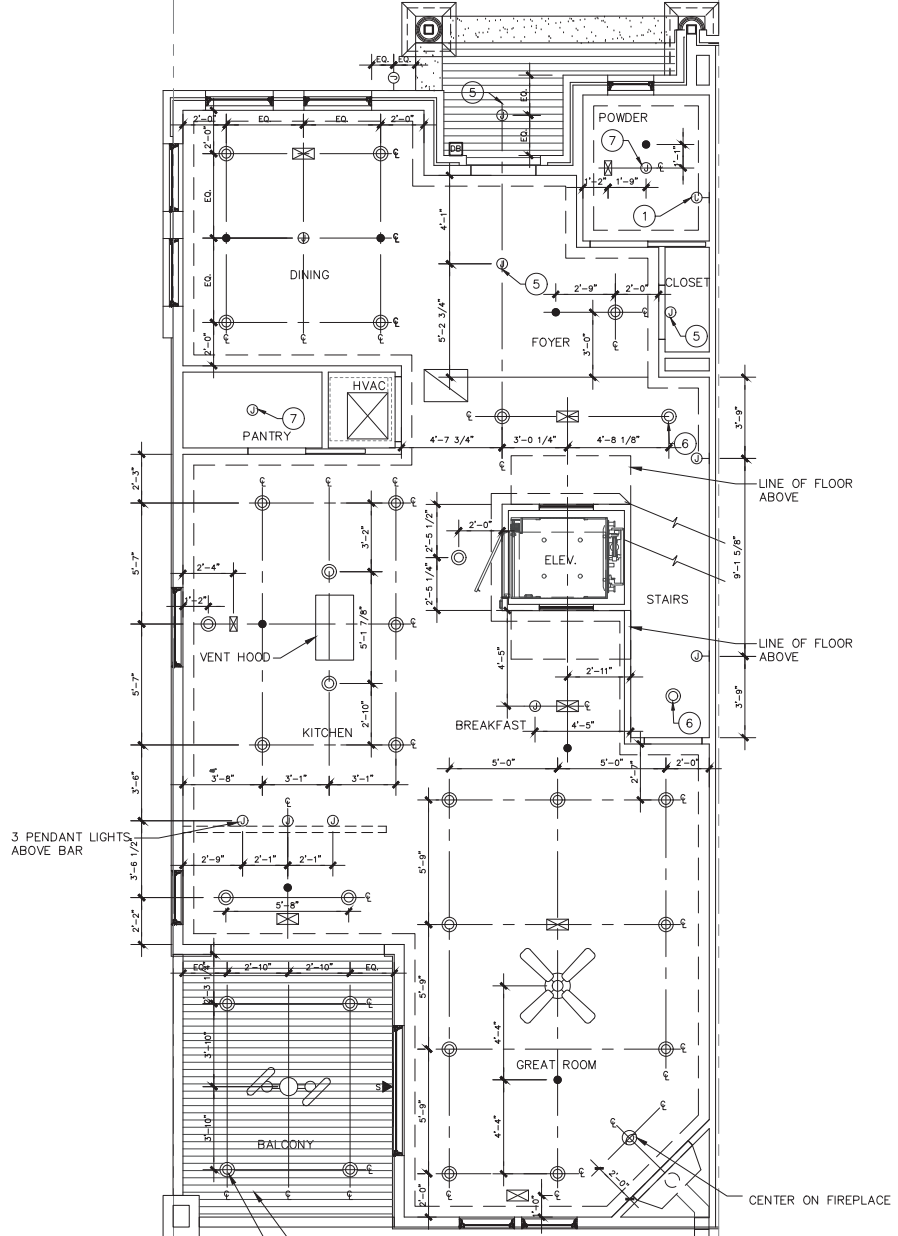
SHEET NUMBER

A2.103

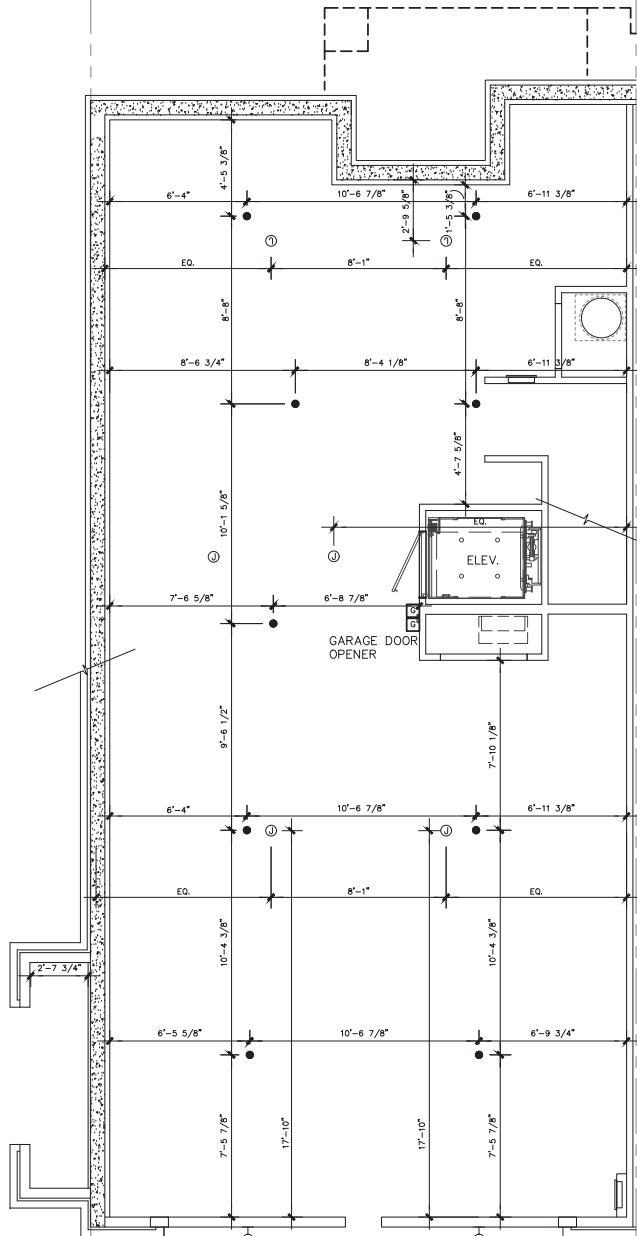
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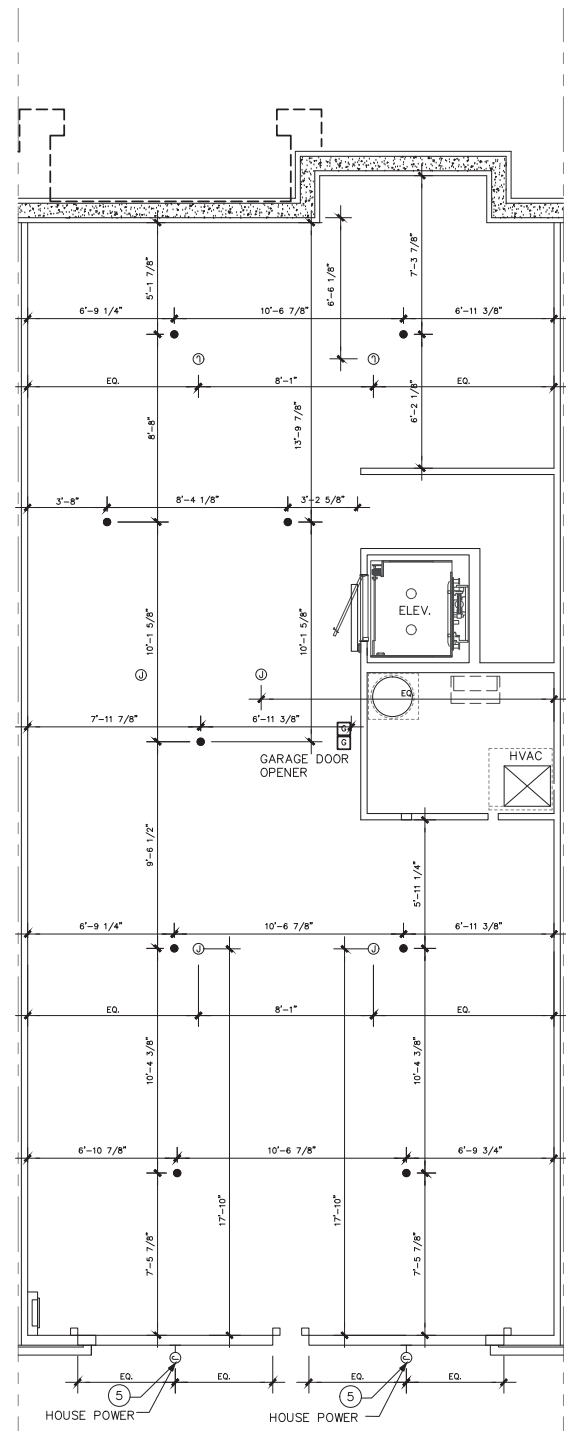
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 DUNBAR 5A - LEVEL 3
 UNIT 103**
 SCALE: 1/4" = 1'-0"



**REFLECTED CEILING PLAN
 DUNBAR 5A - LEVEL 2
 UNIT 103**
 SCALE: 1/4" = 1'-0"

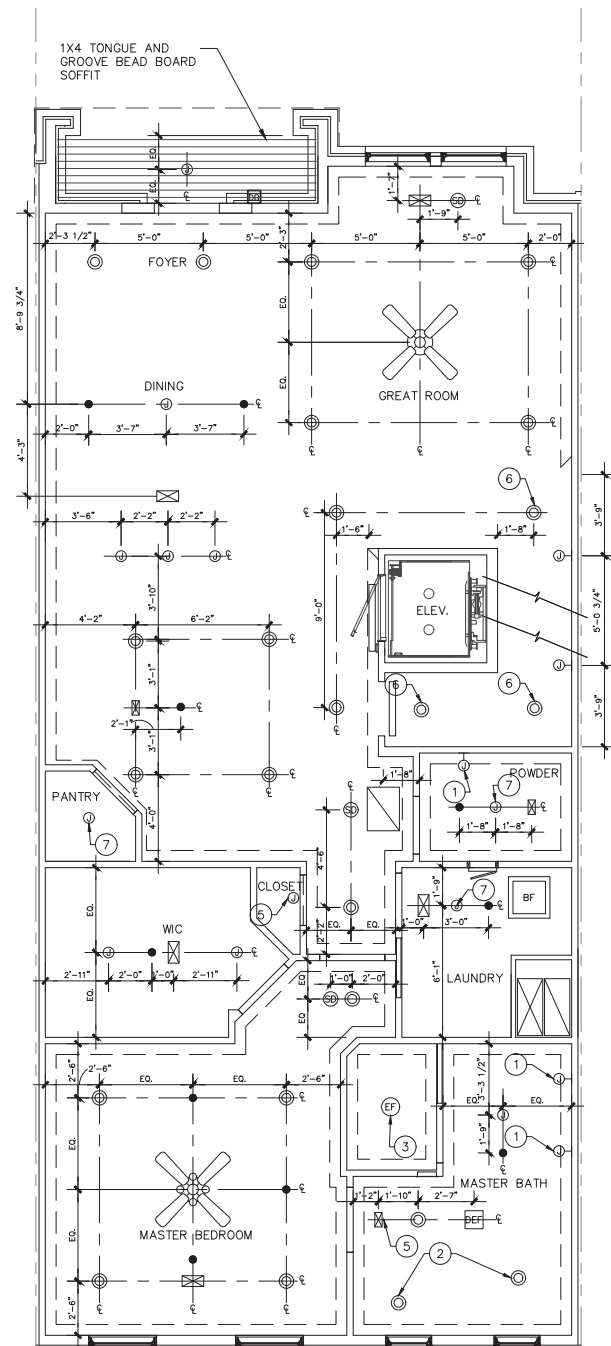


**REFLECTED CEILING PLAN
 DUNBAR 5A - LEVEL 1
 UNIT 103**
 SCALE: 1/4" = 1'-0"



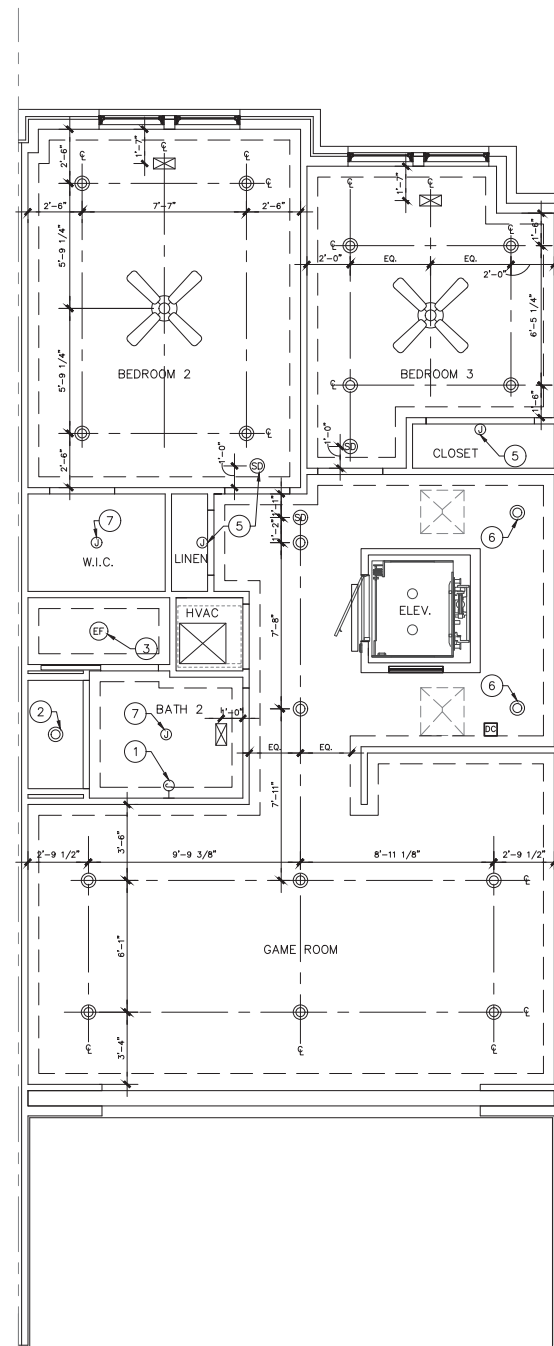
**REFLECTED CEILING PLAN
ELLISON - LEVEL 1
UNIT 104**

TRUE NORTH PLAN NORTH
 1
 A2.104 SCALE: 1/4" = 1'-0"



**REFLECTED CEILING PLAN
ELLISON - LEVEL 2
UNIT 104**

TRUE NORTH PLAN NORTH
 2
 A2.104 SCALE: 1/4" = 1'-0"



**REFLECTED CEILING PLAN
ELLISON - LEVEL 3
UNIT 104**

TRUE NORTH PLAN NORTH
 3
 A2.104 SCALE: 1/4" = 1'-0"



**Troy D. Rhodes
& COMPANY, INC.**
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**THE HILL
AT BRICKTOWN
BUILDING 11**

PROJECT LOCATION
 500 - 512 N.E. 1st Ter.
 Oklahoma City, OK

SEAL PROJECT NO.

**PRELIMINARY
NOT FOR CONSTRUCTION**
 04/11/20

DRAWN BY
 CHECKED BY
 APPROVED BY

PROJECT PHASE
 DESIGN DEVELOPMENT

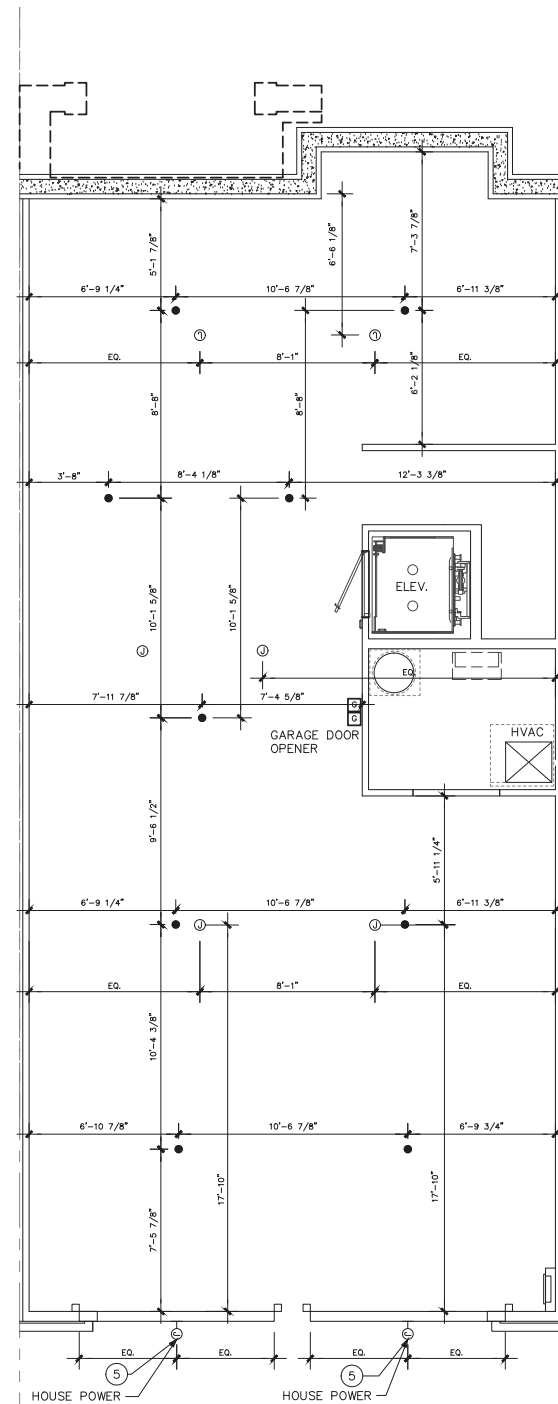
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 UNIT 104, ELLISON
 LEVEL 1, LEVEL 2
 AND LEVEL 3
 REFLECTED CEILING PLANS

ISSUE DATE

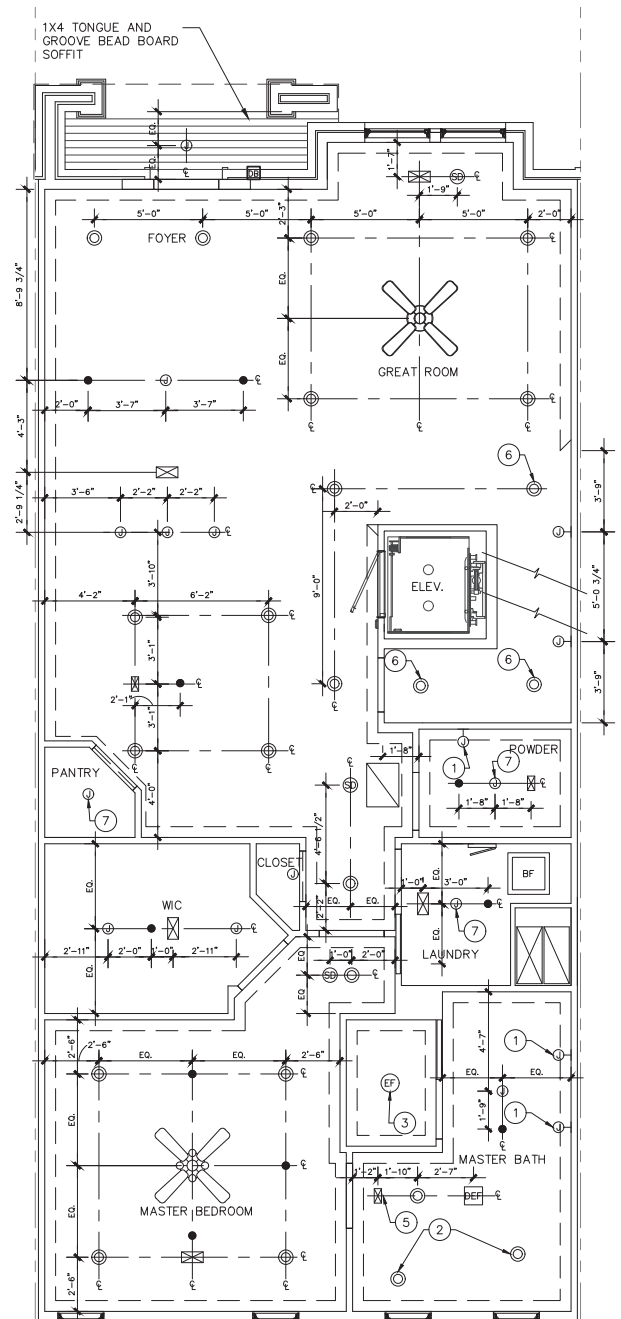
SHEET NUMBER

A2.104

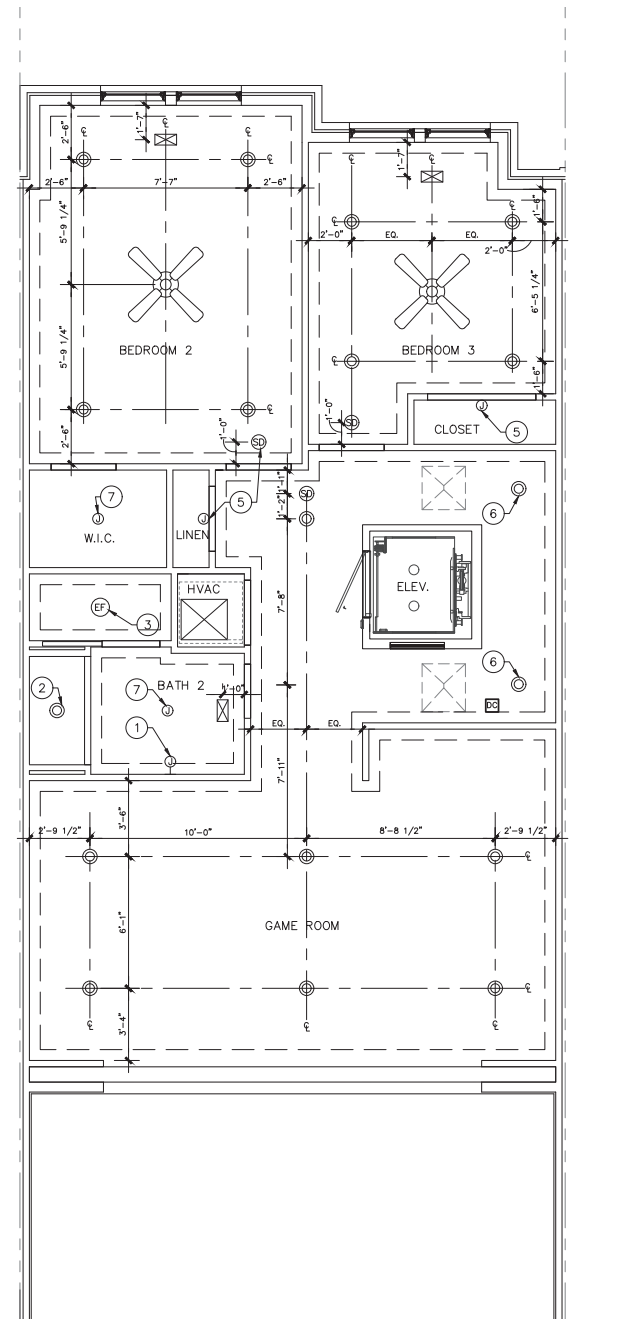
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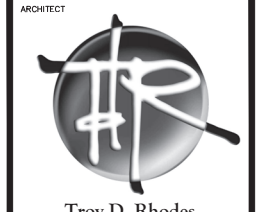
REFLECTED CEILING PLAN
 ELLISON - LEVEL 1
 UNIT 105
 SCALE: 1/4" = 1'-0"
 TRUE NORTH PLAN NORTH



REFLECTED CEILING PLAN
 ELLISON - LEVEL 2
 UNIT 105
 SCALE: 1/4" = 1'-0"
 TRUE NORTH PLAN NORTH



REFLECTED CEILING PLAN
 ELLISON - LEVEL 3
 UNIT 105
 SCALE: 1/4" = 1'-0"
 TRUE NORTH PLAN NORTH



Troy D. Rhodes & COMPANY, INC.
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THE HILL
 AT BRICKTOWN
 BUILDING 11

PROJECT LOCATION
 500 - 512 N.E. 1st Ter.
 Oklahoma City, OK

SEAL PROJECT NO. 00001.00

PRELIMINARY
 NOT FOR CONSTRUCTION
 04/17/20

DESIGNED BY
 DRAWN BY
 CHECKED BY
 APPROVED BY

SHEET ISSUE DATE: 04/17/20
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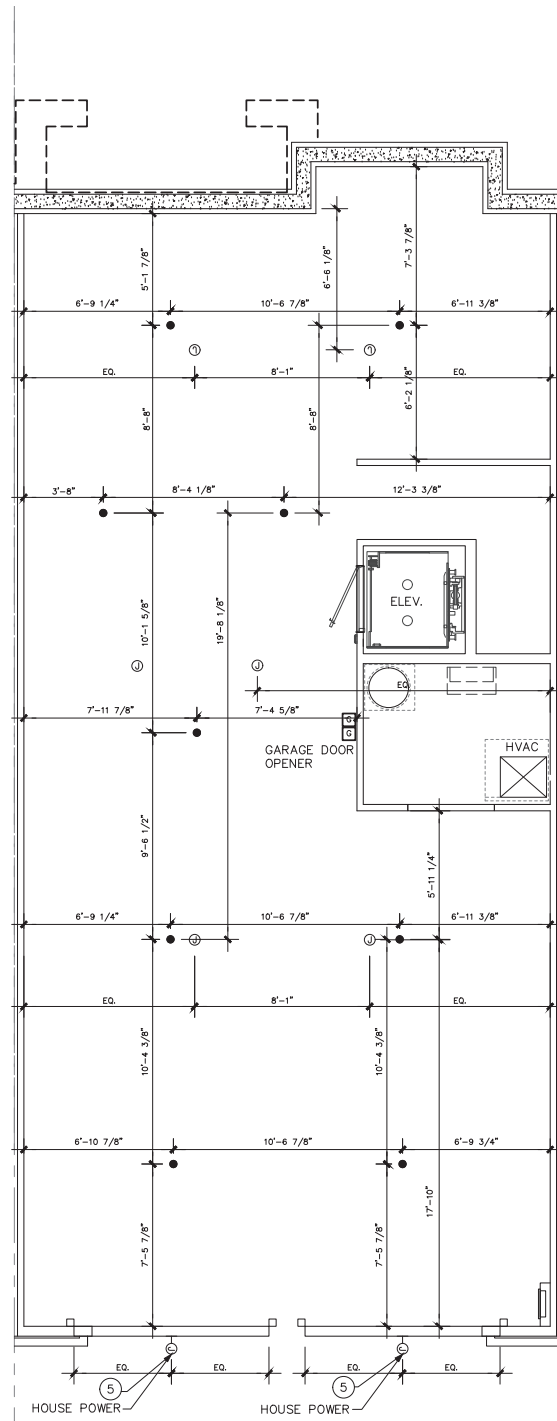
PROJECT PHASE
DESIGN DEVELOPMENT

SHEET DESCRIPTION
 UNIT 105, ELLISON
 LEVEL 1, LEVEL 2
 AND LEVEL 3
 REFLECTED CEILING PLANS

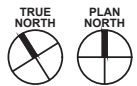
ISSUE DATE

SHEET NUMBER
A2.105

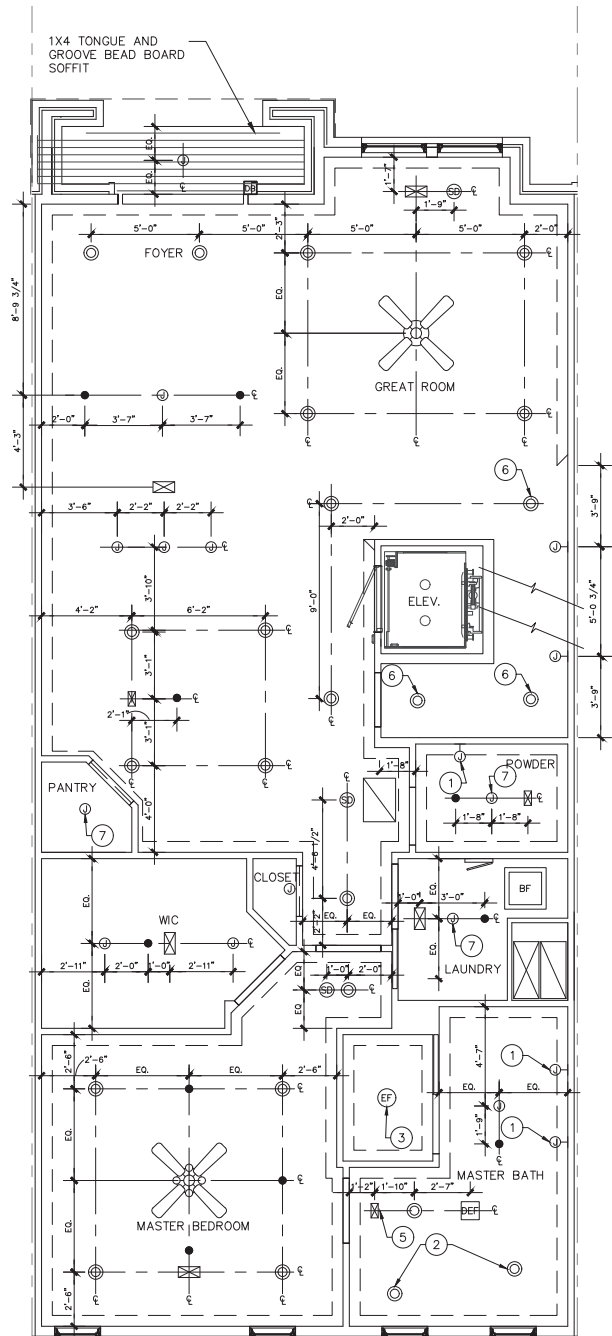
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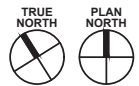
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ELLISON - LEVEL 1
UNIT 106**



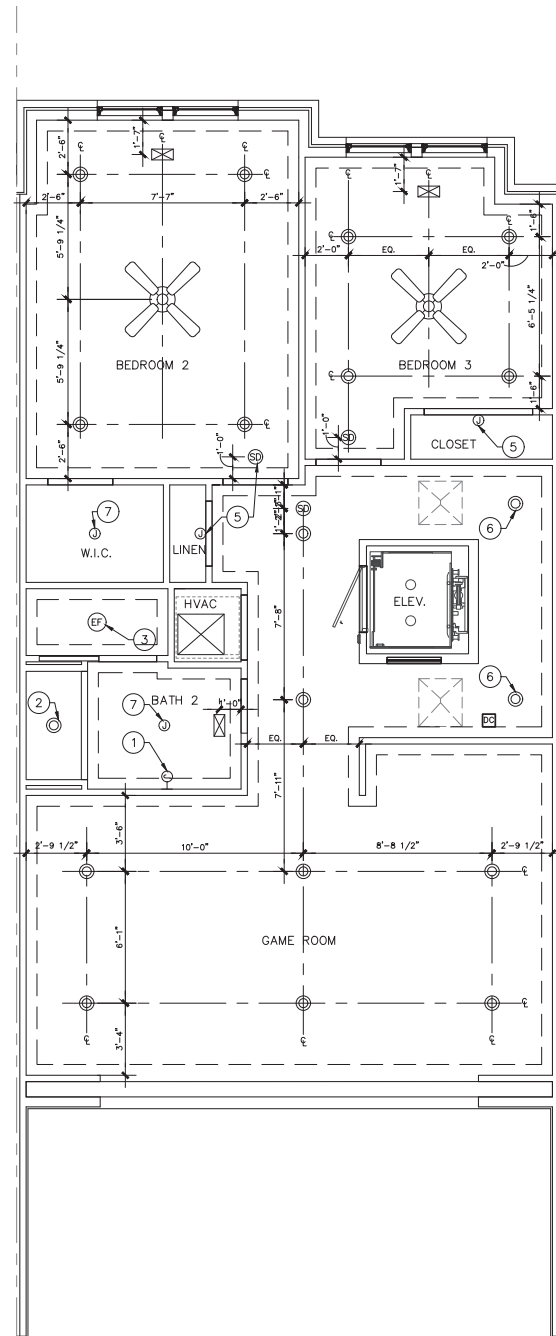
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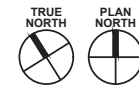
**REFLECTED CEILING PLAN
ELLISON - LEVEL 2
UNIT 106**



SCALE: 1/4" = 1'-0"



**REFLECTED CEILING PLAN
ELLISON - LEVEL 3
UNIT 106**



SCALE: 1/4" = 1'-0"



**Troy D. Rhodes
& COMPANY, INC.**

ARCHITECTURE | INTERIOR DESIGN | PLANNING
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THE HILL
AT BRICKTOWN

BUILDING 11

PROJECT LOCATION
500 - 512 N.E. 1st Ter.
Oklahoma City, OK

PROJECT NO. PROJ01.00

SEAL

DESIGNED BY

CHECKED BY

APPROVED BY

DATE

NO.

DESCRIPTION

DATE

NO.

DESCRIPTION

DATE

NO.

DESCRIPTION

DATE

NO.

DESCRIPTION

DATE

NO.

DESCRIPTION

DATE

NO.

DESCRIPTION

DATE

NO.

DESCRIPTION

DATE

NO.

DESCRIPTION

DATE

**DESIGN
DEVELOPMENT**

SHEET DESCRIPTION
UNIT 106, ELLISON
LEVEL 1, LEVEL 2
AND LEVEL 3
REFLECTED CEILING PLANS

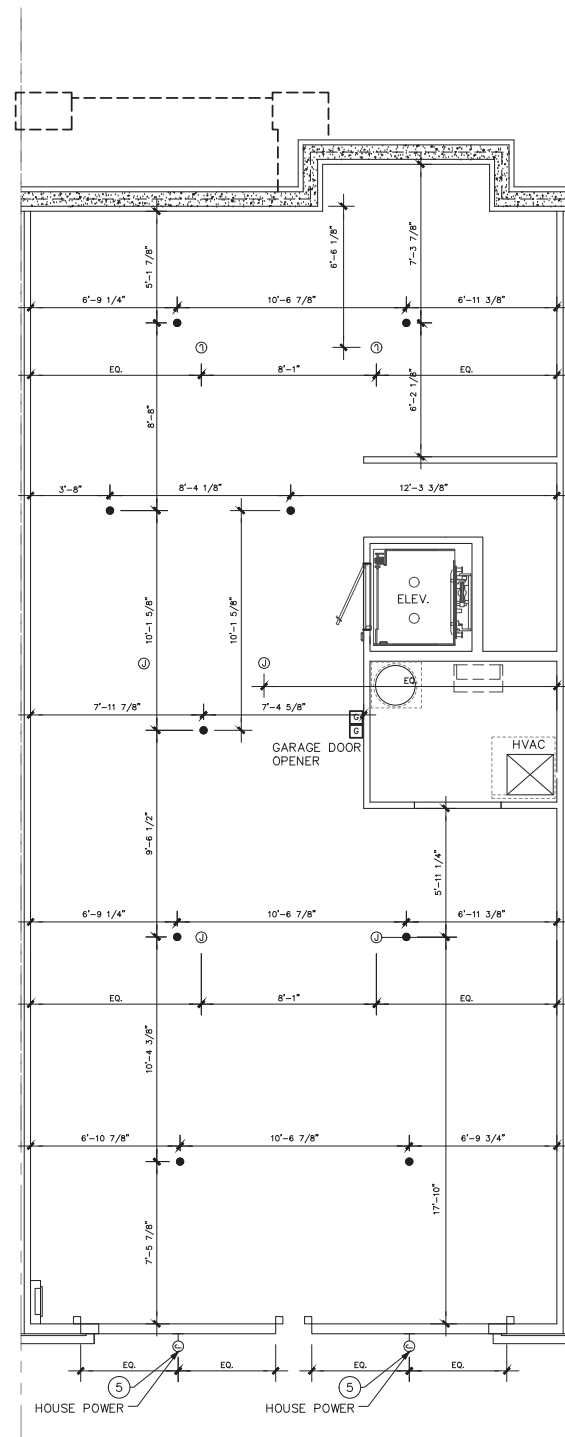
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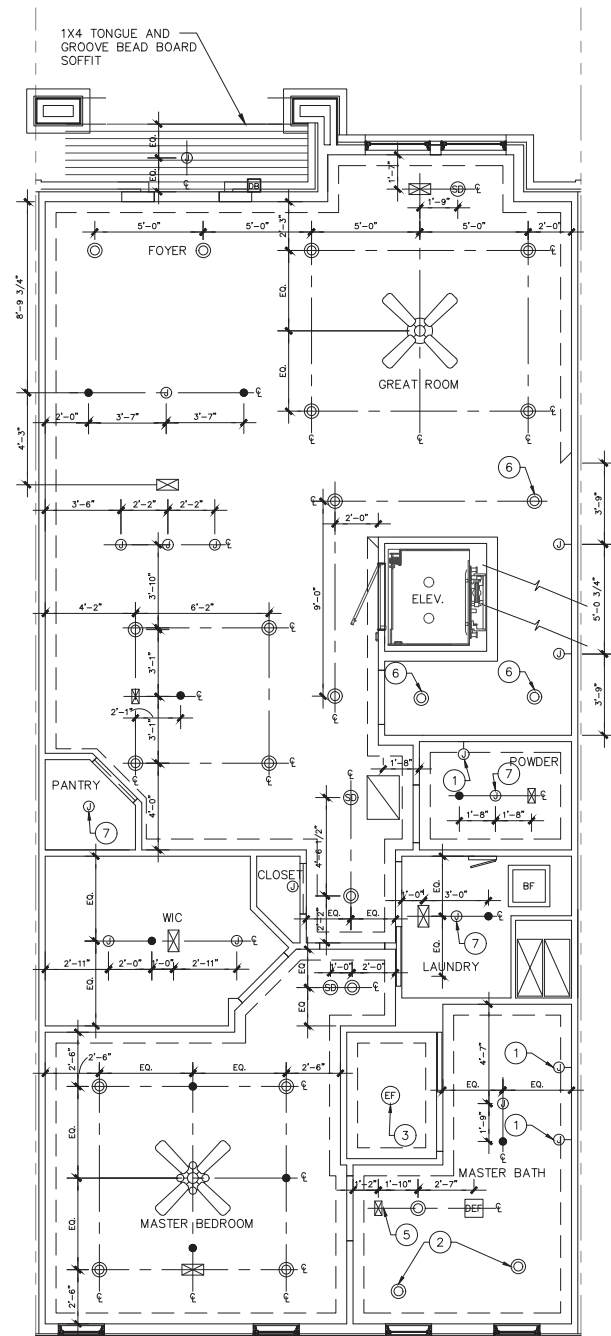
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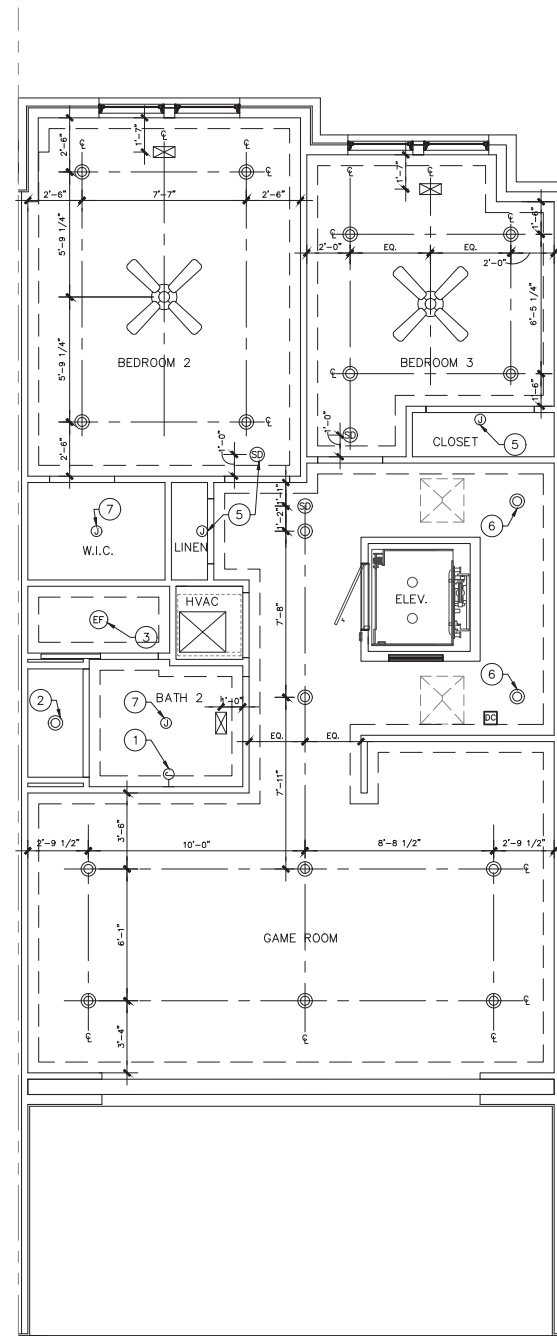
**REFLECTED CEILING PLAN
ELLISON - LEVEL 1
UNIT 107**

TRUE NORTH PLAN NORTH
 1
 A2.107 SCALE: 1/4" = 1'-0"



**REFLECTED CEILING PLAN
ELLISON - LEVEL 2
UNIT 107**

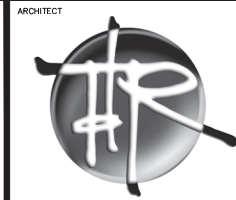
TRUE NORTH PLAN NORTH
 2
 A2.107 SCALE: 1/4" = 1'-0"



**REFLECTED CEILING PLAN
ELLISON - LEVEL 3
UNIT 107**

TRUE NORTH PLAN NORTH
 3
 A2.107 SCALE: 1/4" = 1'-0"

**PRELIMINARY
NOT FOR CONSTRUCTION**
 04/17/20



**Troy D. Rhodes
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**THE HILL
AT BRICKTOWN
BUILDING 11**

PROJECT LOCATION
 500 - 512 N.E. 1st Ter.
 Oklahoma City, OK

PROJECT NO. PROJ01.00

SEAL PROJECT NO. PROJ01.00
 DRAWN BY: EWS
 CHECKED BY: JDM
 APPROVED BY: [Signature]

SHEET ISSUE DATE: 04/17/20
 NO. 1 DESCRIPTION: [Blank]

PROJECT PHASE

**DESIGN
DEVELOPMENT**

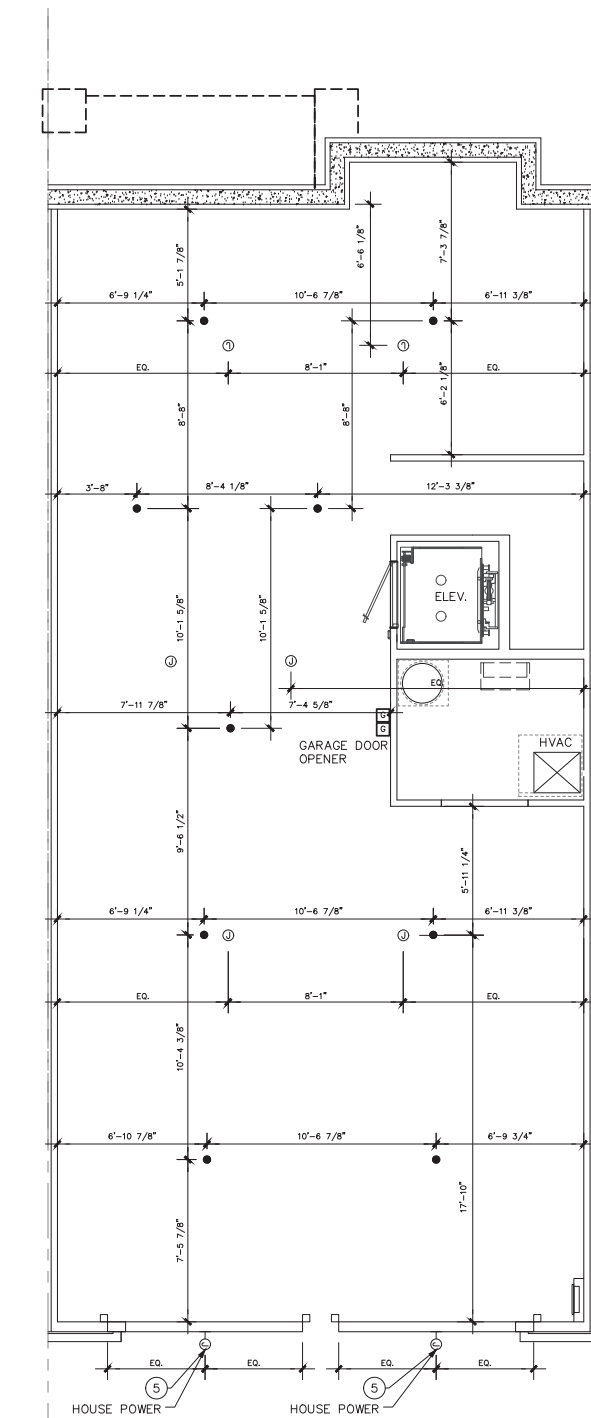
SHEET DESCRIPTION
 UNIT 107, ELLISON
 LEVEL 1, LEVEL 2
 AND LEVEL 3
 REFLECTED CEILING PLANS

ISSUE DATE

SHEET NUMBER

A2.107

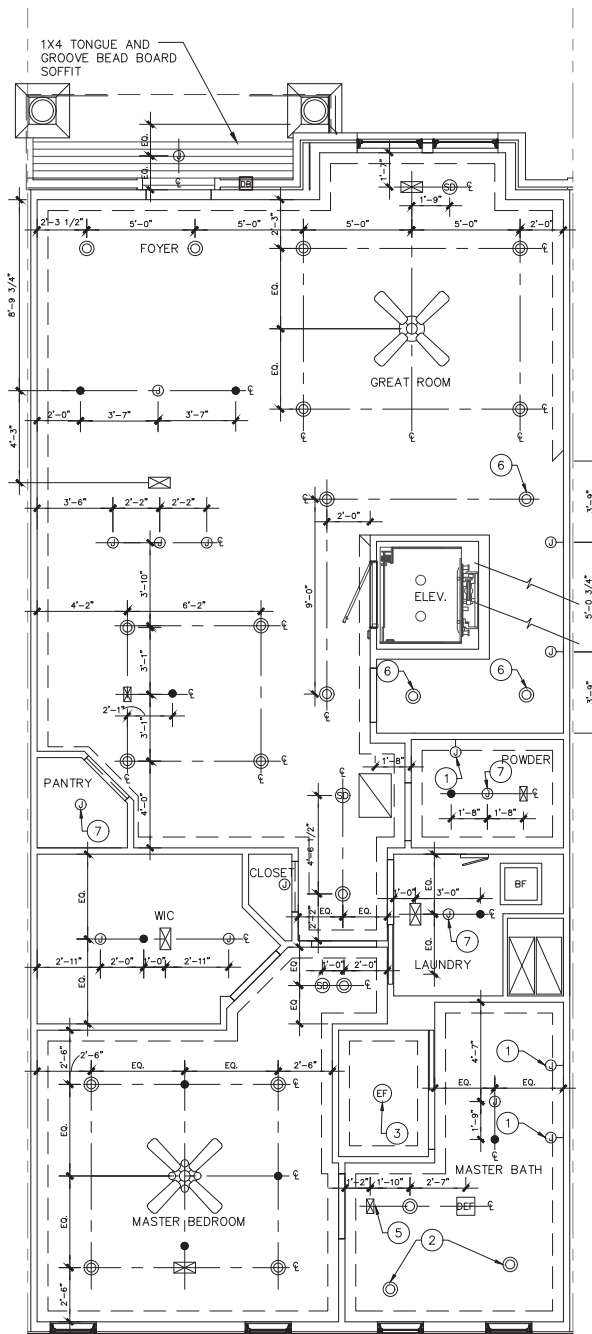
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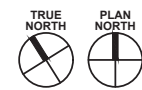
**REFLECTED CEILING PLAN
ELLISON - LEVEL 1
UNIT 108**



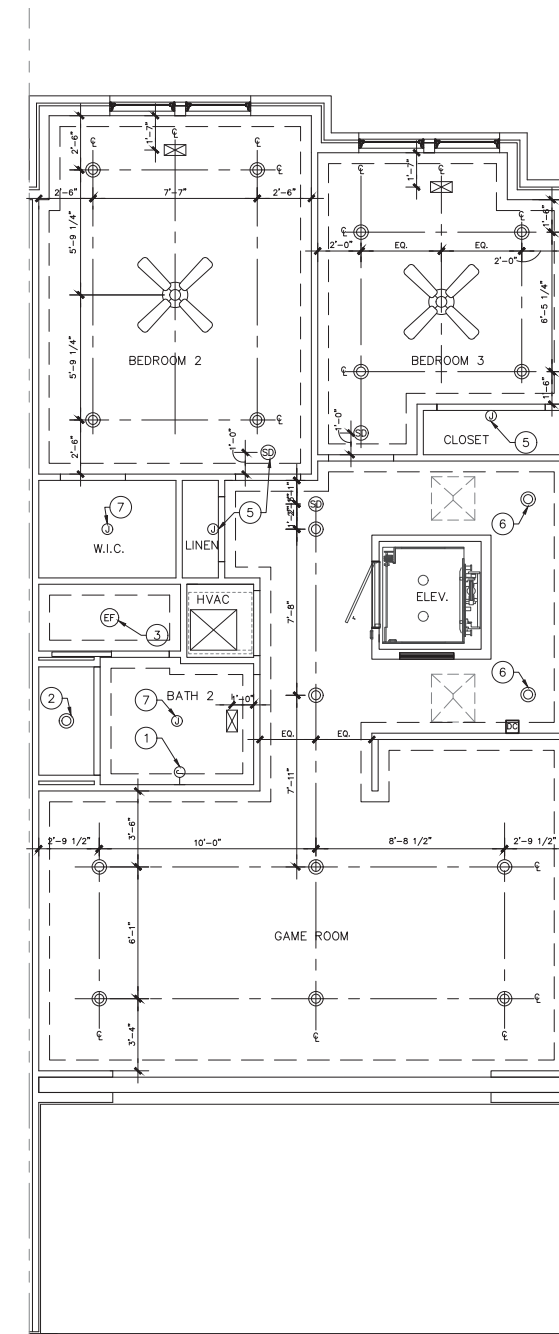
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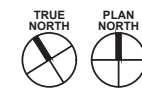
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ELLISON - LEVEL 2
UNIT 108**



SCALE: 1/4" = 1'-0"

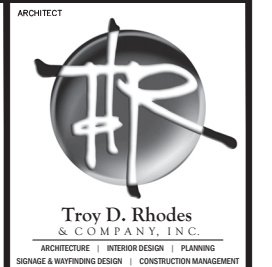


**REFLECTED CEILING PLAN
ELLISON - LEVEL 3
UNIT 108**



SCALE: 1/4" = 1'-0"

PRELIMINARY
NOT FOR CONSTRUCTION
04/17/20



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PROJECT LOCATION
500 - 512 N.E. 1st Ter.
Oklahoma City, OK

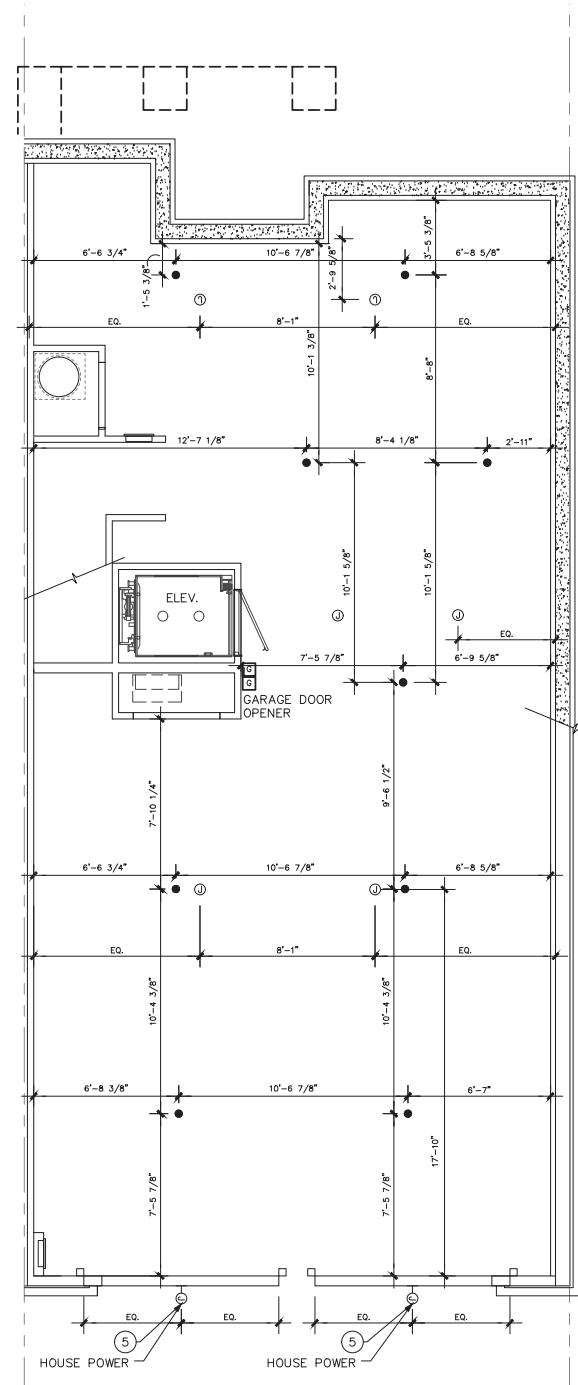
SEAL	PROJECT NO.
DATE	ISSUED BY
NO.	CHECKED BY
DATE	APPROVED BY
DESCRIPTION	

PROJECT PHASE
DESIGN
DEVELOPMENT

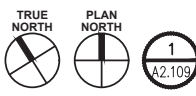
SHEET DESCRIPTION
UNIT 108, ELLISON
LEVEL 1, LEVEL 2
AND LEVEL 3
REFLECTED CEILING PLANS

ISSUE DATE

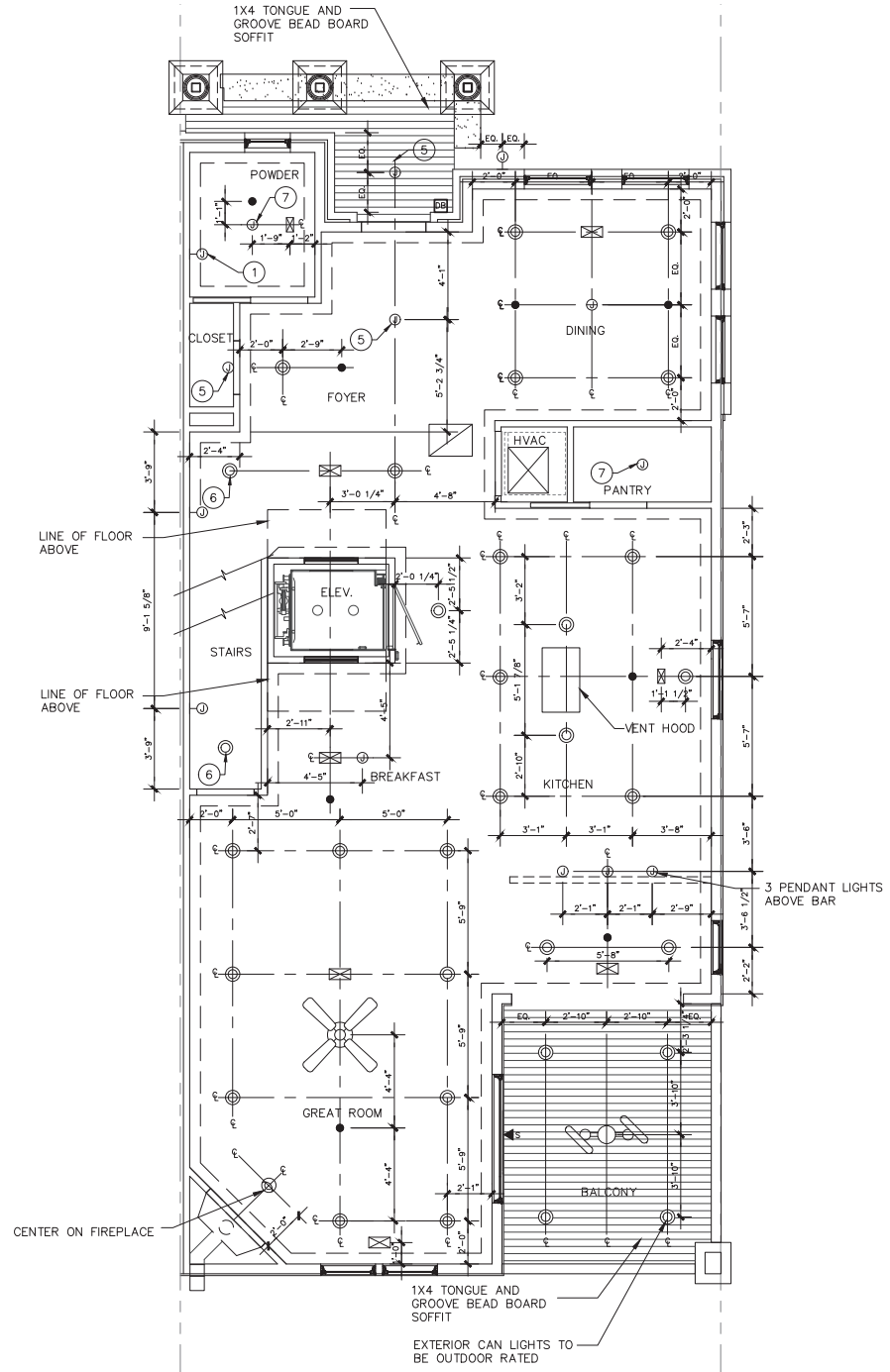
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A2.108



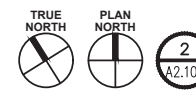
**REFLECTED CEILING PLAN
DUNBAR 5A- LEVEL 1
UNIT 109**



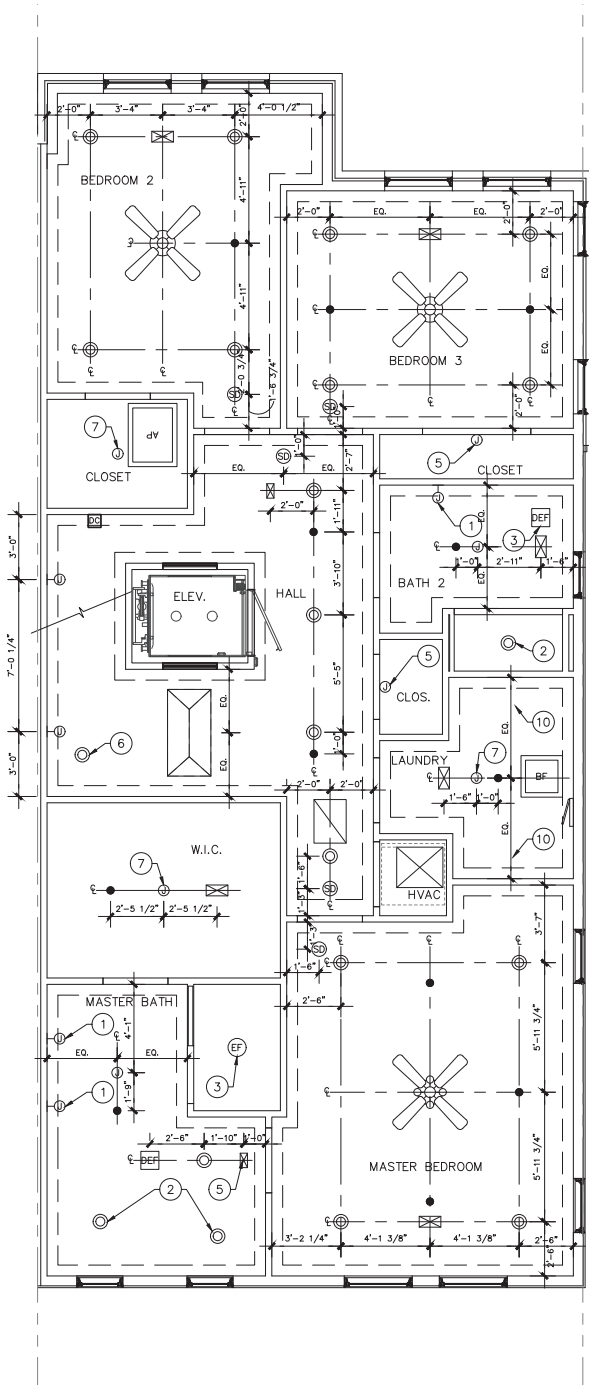
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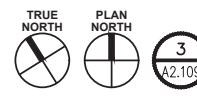
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DUNBAR 5A - LEVEL 2
UNIT 109**



SCALE: 1/4" = 1'-0"

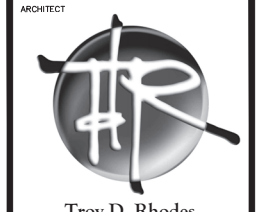


**REFLECTED CEILING PLAN
DUNBAR 5A- LEVEL 3
UNIT 109**



SCALE: 1/4" = 1'-0"

**PRELIMINARY
NOT FOR CONSTRUCTION**
04/17/20



**Troy D. Rhodes
& COMPANY, INC.**
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**THE HILL
AT BRICKTOWN
BUILDING 11**

PROJECT LOCATION
500 - 512 N.E. 1st Ter.
Oklahoma City, OK

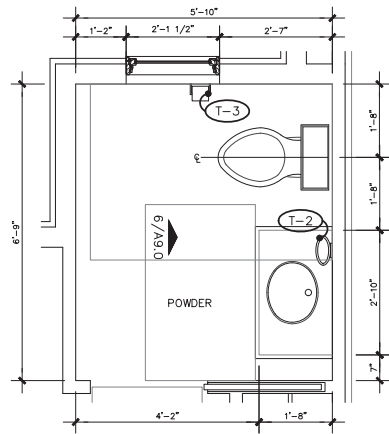
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PROJECT	PROJ. 100
DRAWN BY	WCS
CHECKED BY	WCS
APPROVED BY	WCS
SHEET ISSUE DATE	STOR.
NO.	DESCRIPTION

PROJECT PHASE
DESIGN
DEVELOPMENT

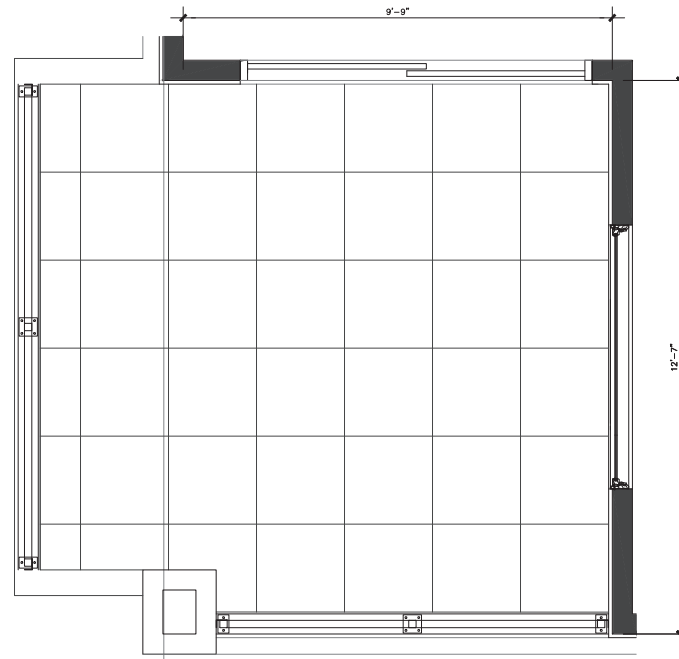
SHEET DESCRIPTION
UNIT 109, DUNBAR 5A
LEVEL 1, LEVEL 2
AND LEVEL 3
REFLECTED CEILING PLANS

ISSUE DATE

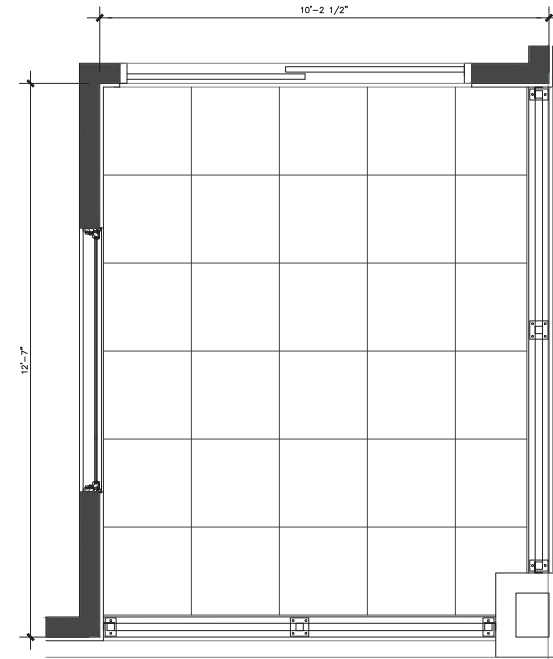
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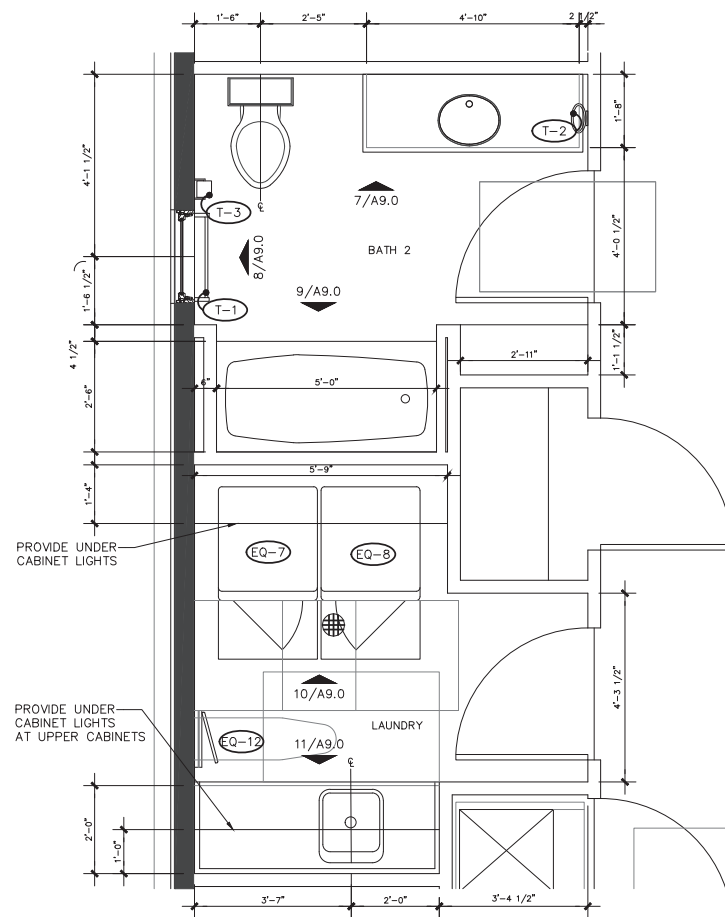
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A3.1 **DUNBAR 5A ENLARGED POWDER ROOM PLAN**
SCALE: 1/2" = 1'-0"



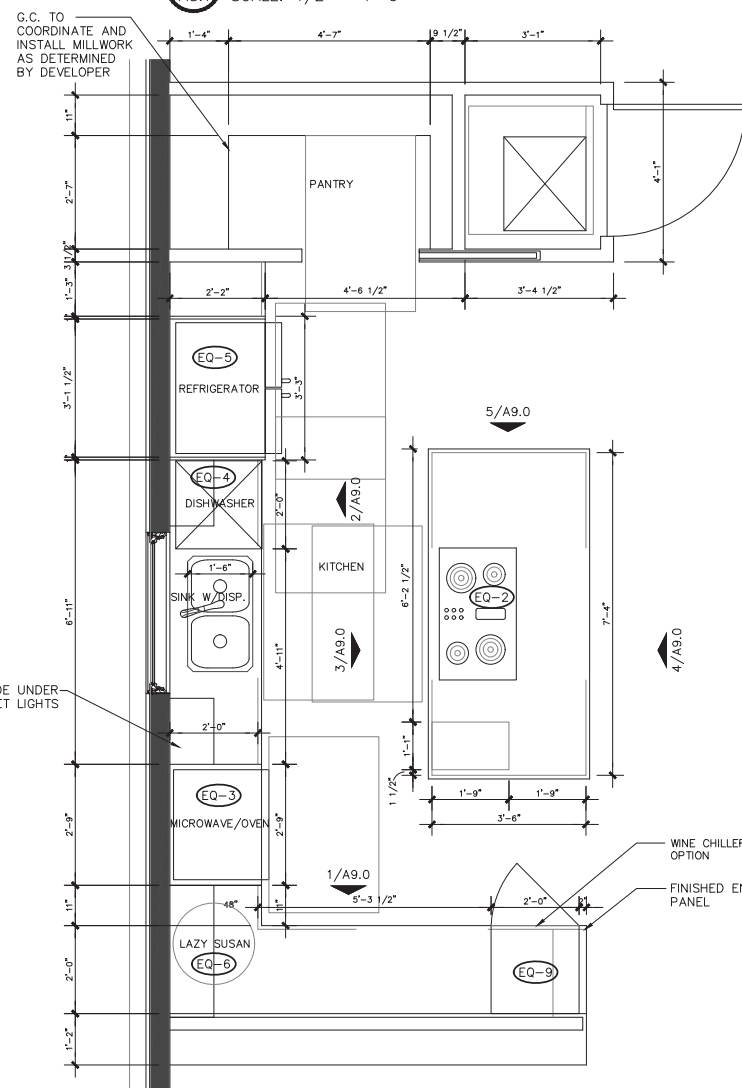
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A3.1 **DUNBAR 5A ENLARGED BALCONY PLAN**
SCALE: 1/2" = 1'-0"



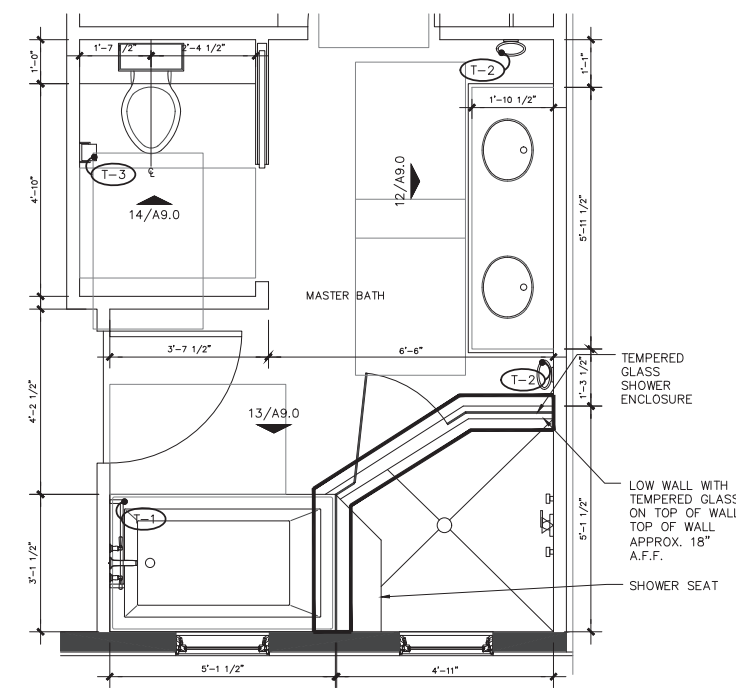
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A3.1 **DUNBAR 5A ENLARGED BALCONY PLAN - UNIT 109**
SCALE: 1/2" = 1'-0"



4
A3.1 **DUNBAR 5A ENLARGED BATHROOM AND LAUNDRY ROOM PLAN**
SCALE: 1/2" = 1'-0"



5
A3.1 **DUNBAR 5A ENLARGED KITCHEN PLAN**
SCALE: 1/2" = 1'-0"



6
A3.1 **DUNBAR 5A ENLARGED MASTER BATH PLAN**
SCALE: 1/2" = 1'-0"

NOTES

*DIMENSIONS ARE SHOWN FROM FACE OF STUD

30"	DENOTES FAIR HOUSING CLEARANCE REQUIREMENT
48"	

ARCHITECT

Troy D. Rhodes & COMPANY, INC.
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PROJECT

THE HILL
 AT BRICKTOWN
BUILDING 11
 PROJECT LOCATION
 500 - 512 N.E. 1st Ter.
 Oklahoma City, OK

PRELIMINARY NOT FOR CONSTRUCTION
 04/17/20

PROJECT NO.	PROJ01.00
DRAWN BY	TR
CHECKED BY	TR
APPROVED BY	TR
DATE	04/17/20
NO.	01
DESCRIPTION	

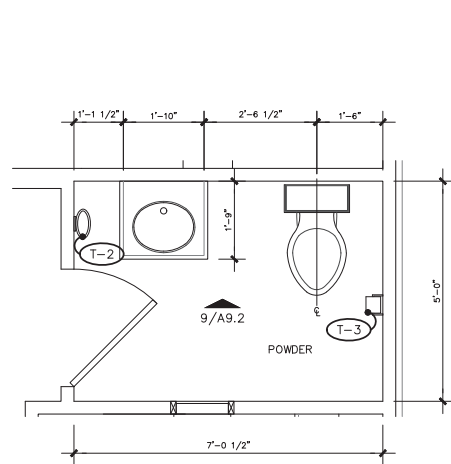
PROJECT PHASE
DESIGN DEVELOPMENT

SHEET DESCRIPTION
 ENLARGED FLOOR PLANS
 TOILET ACCESSORY LEGEND
 ENLARGED BALCONY PLAN

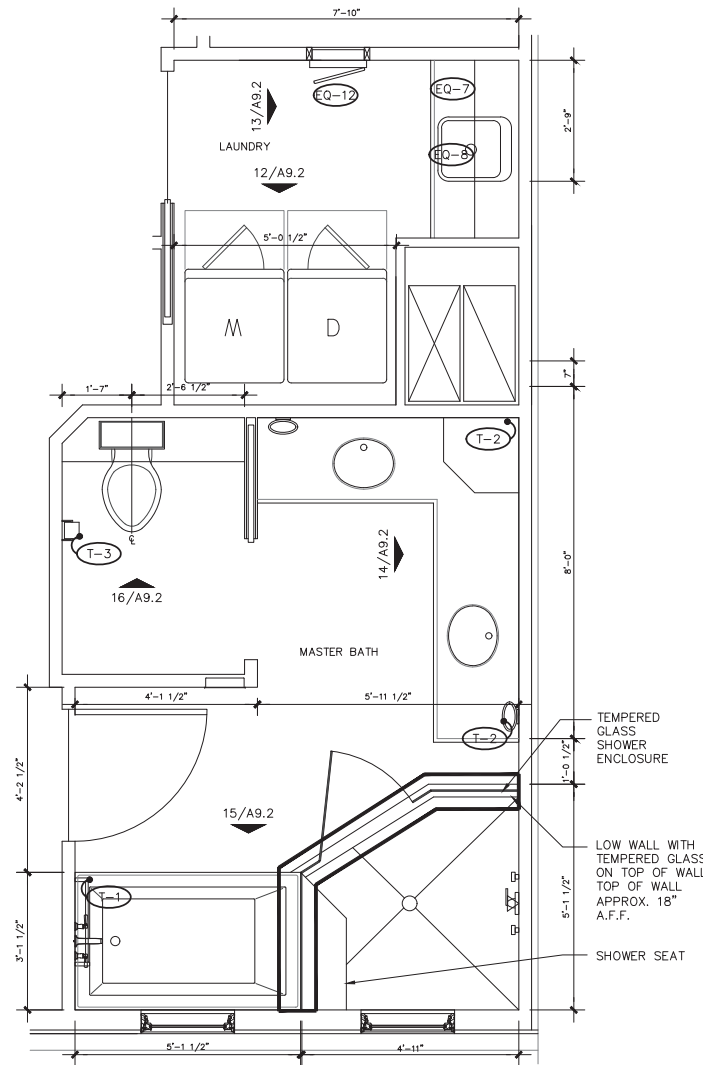
ISSUE DATE

SHEET NUMBER
A3.1

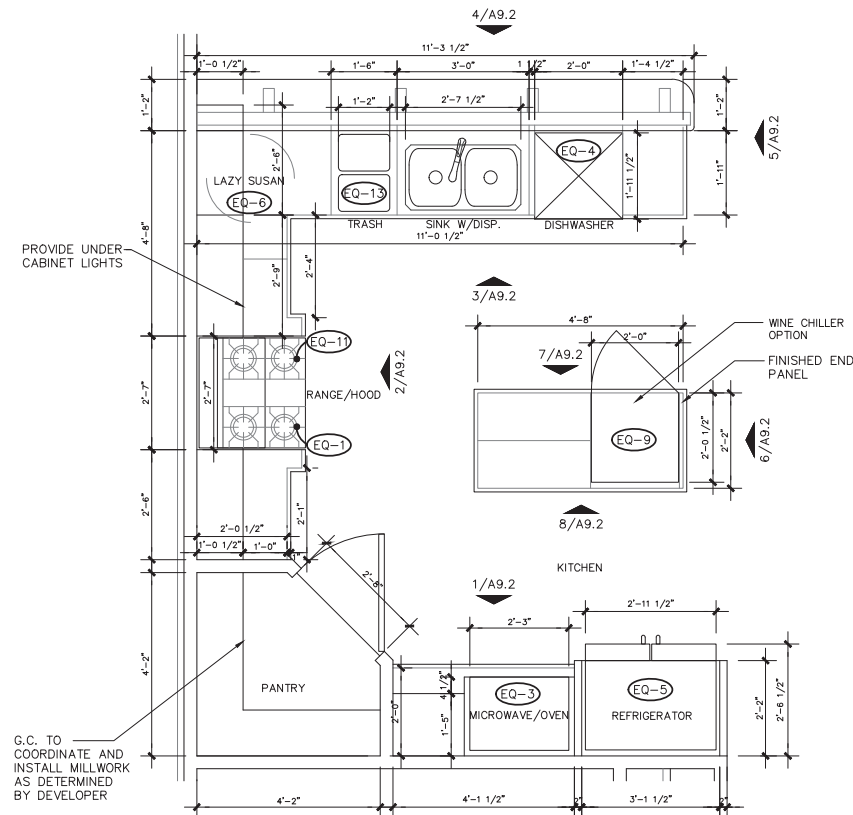
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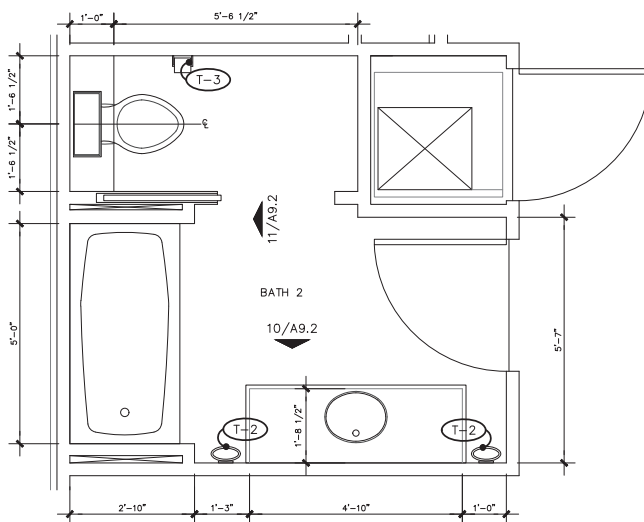
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ELLISON ENLARGED POWDER ROOM PLAN
 A3.2 SCALE: 1/2" = 1'-0"



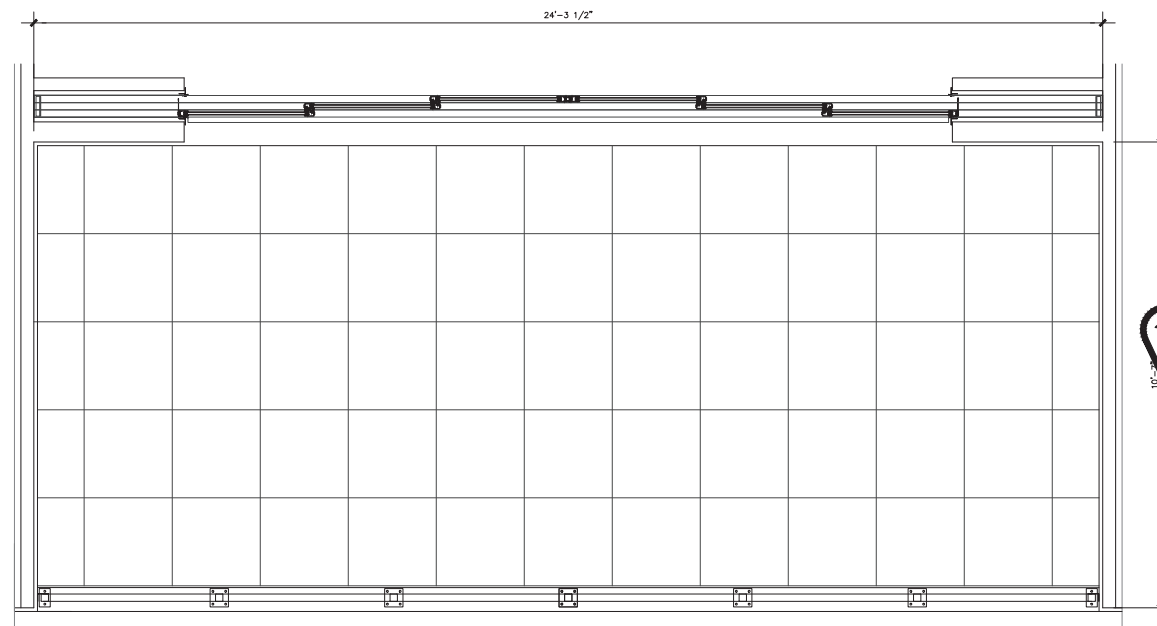
3
ELLISON ENLARGED MASTER BATH AND LAUNDRY ROOM PLAN
 A3.2 SCALE: 1/2" = 1'-0"



2
ELLISON ENLARGED KITCHEN PLAN
 A3.2 SCALE: 1/2" = 1'-0"



4
ELLISON ENLARGED BATHROOM PLAN
 A3.2 SCALE: 1/2" = 1'-0"



5
ELLISON ENLARGED BALCONY PLAN
 A3.2 SCALE: 1/2" = 1'-0"

EQUIPMENT SCHEDULE

NO.	DESCRIPTION	MANUFACTURER / MODEL NUMBER	RESPONSIBILITY	NOTES
EQ-1	WALL HOOD	TO BE SELECTED BY OWNER	C.F.C.I.	1
EQ-2	COOKTOP	TO BE SELECTED BY OWNER	C.F.C.I.	1
EQ-3	MICROWAVE/OVEN	TO BE SELECTED BY OWNER	C.F.C.I.	1
EQ-4	DISHWASHER	TO BE SELECTED BY OWNER	C.F.C.I.	1
EQ-5	REFRIGERATOR	TO BE SELECTED BY OWNER	C.F.C.I.	1
EQ-6	LAZY SUSAN	TO BE SELECTED BY OWNER	C.F.C.I.	1
EQ-7	WASHER	TO BE SELECTED BY OWNER	C.F.C.I.	1
EQ-8	DRYER	TO BE SELECTED BY OWNER	C.F.C.I.	1
EQ-9	WINE CHILLER	TO BE SELECTED BY OWNER	C.F.C.I.	1
EQ-10	RANGE	TO BE SELECTED BY OWNER	C.F.C.I.	1
EQ-11	GAS RANGE	TO BE SELECTED BY OWNER	C.F.C.I.	1
EQ-12	RECESSED IRONING BOARD CABINET	TO BE SELECTED BY OWNER	C.F.C.I.	1
EQ-13	TRASH RECEPTAL	TO BE SELECTED BY OWNER	C.F.C.I.	1

LEGEND:

O.F.C.I. - OWNER FURNISHED CONTRACTOR INSTALLED
 O.F.O.I. - OWNER FURNISHED OWNER INSTALLED
 C.F.C.I. - CONTRACTOR FURNISHED CONTRACTOR INSTALLED

NOTES:

1. COORDINATE MILLWORK AND UTILITIES WITH ALL EQUIPMENT/APPLIANCE REQUIREMENTS.

TOILET ACCESSORY LEGEND

NO.	DESCRIPTION	MANUFACTURER	PRODUCT #	COLOR	NOTES
T-1	TOWEL BAR	BETTER HOMES PRODUCTS	8024	CHROME	MOUNT CENTER @ 48" A.F.F.
T-2	TOWEL RING	BETTER HOMES PRODUCTS	8004	CHROME	MOUNT CENTER @ 18" ABOVE COUNTER.
T-3	TOILET PAPER HOLDER	BETTER HOMES PRODUCTS	8009	CHROME	MOUNT CENTER @ 24" A.F.F. AND 34" FROM BACK WALL U.N.O.
T-4	ROBE HOOK	BETTER HOMES PRODUCTS	8002	CHROME	MOUNT CENTER @ 67" A.F.F.

ARCHITECT



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PROJECT



THE HILL
 AT BRICKTOWN

BUILDING 11

PROJECT LOCATION
 500 - 512 N.E. 1st Ter.
 Oklahoma City, OK

SEAL PROJECT NO.

DATE OF ISSUE

DRAWN BY

CHECKED BY

APPROVED BY

DATE OF ISSUE

DATE OF ISSUE

DATE OF ISSUE

DATE OF ISSUE

DATE OF ISSUE

DATE OF ISSUE

DATE OF ISSUE

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PRELIMINARY
NOT FOR CONSTRUCTION
 04/17/20

PROJECT PHASE
DESIGN DEVELOPMENT

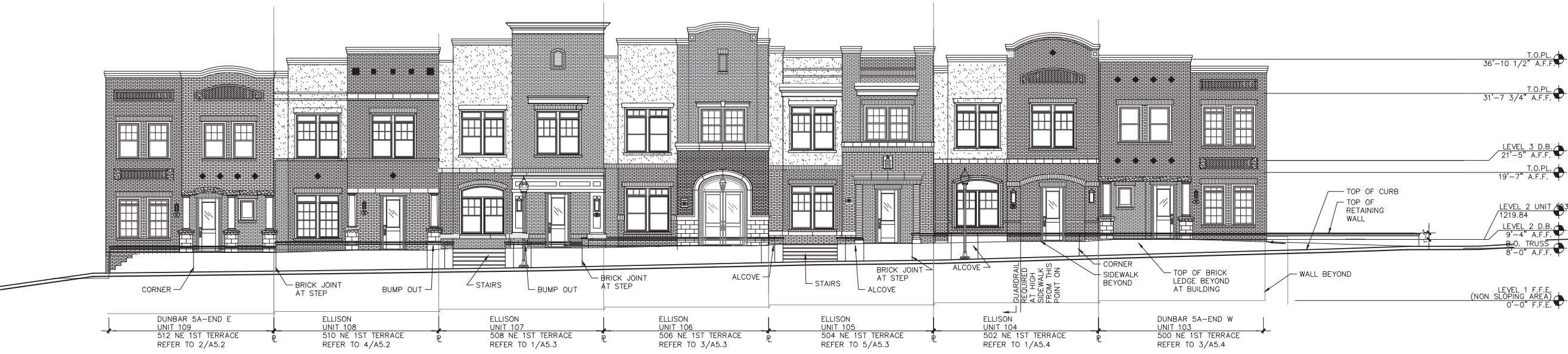
SHEET DESCRIPTION
 ENLARGED FLOOR PLANS
 EQUIPMENT SCHEDULE
 TOILET ACCESSORY LEGEND

ISSUE DATE

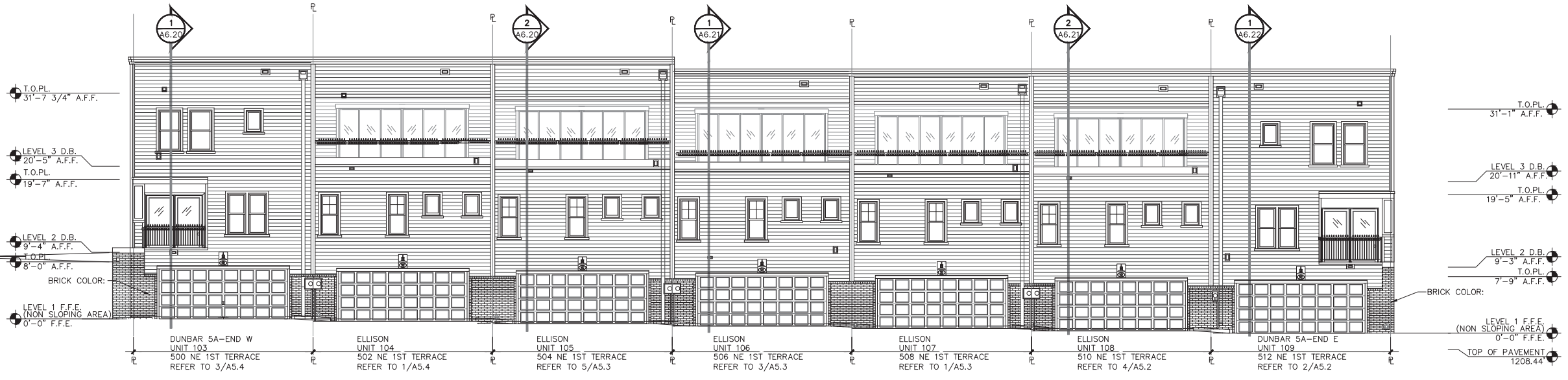
SHEET NUMBER

A3.2

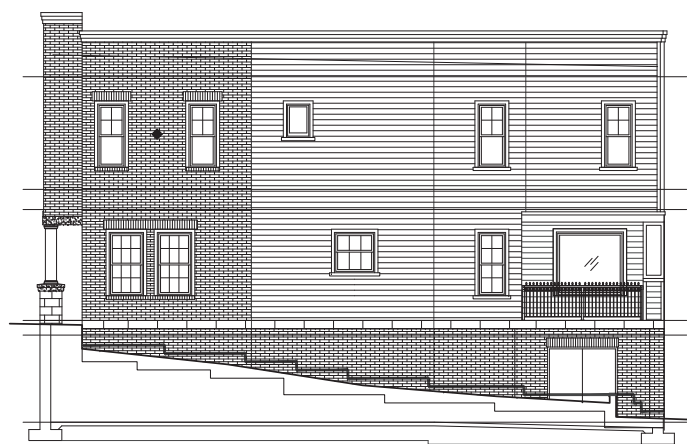
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1 NORTH ELEVATION
A5.1 SCALE: 1/8"=1'-0"



2 SOUTH ELEVATION
A5.1 SCALE: 1/8"=1'-0"



3 WEST ELEVATION
A5.1 SCALE: 1/8"=1'-0"



4 EAST ELEVATION
A5.1 SCALE: 1/8"=1'-0"

ARCHITECT

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PROJECT

THE HILL
 AT BRICKTOWN
BUILDING 11

PROJECT LOCATION
500 - 512 N.E. 1st Ter.
Oklahoma City, OK

PRELIMINARY
 NOT FOR CONSTRUCTION
 04/17/20

PROJECT PHASE
DESIGN DEVELOPMENT

SHEET DESCRIPTION
BUILDING 11
NORTH, SOUTH, EAST AND
WEST COMPOSITE
ELEVATIONS

ISSUE DATE

SHEET NUMBER

A5.1

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1
A5.2 SCALE: 1/4" = 1'-0"

**DUNBAR 5A UNIT 103
WEST EXTERIOR ELEVATION**



2
A5.2 SCALE: 1/4" = 1'-0"

**DUNBAR 5A UNIT 103
NORTH EXTERIOR ELEVATION**



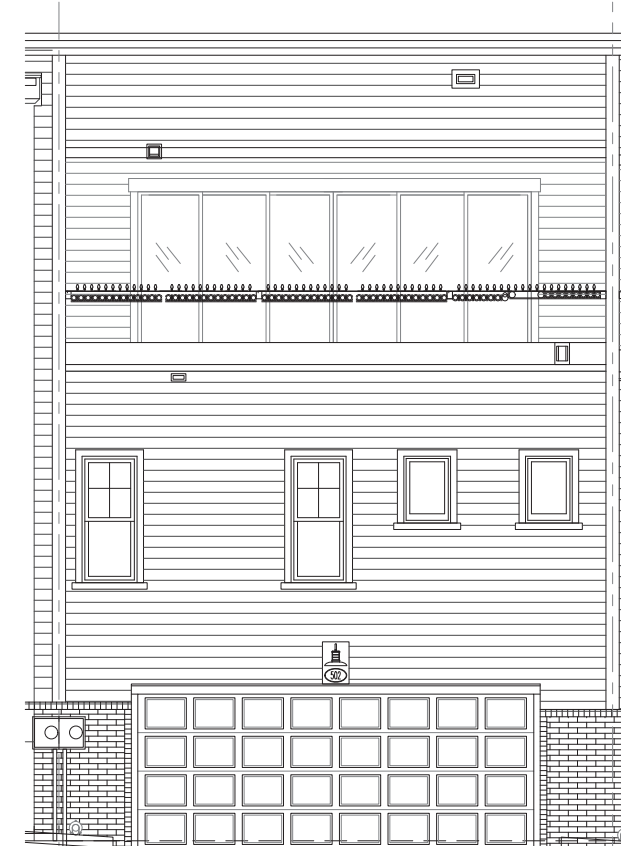
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A5.2 SCALE: 1/4" = 1'-0"

**DUNBAR 5A UNIT 103
SOUTH EXTERIOR ELEVATION**



4
A5.2 SCALE: 1/4" = 1'-0"

**ELLISON UNIT 104
NORTH EXTERIOR ELEVATION**



5
A5.2 SCALE: 1/4" = 1'-0"

**ELLISON UNIT 104
SOUTH EXTERIOR ELEVATION**





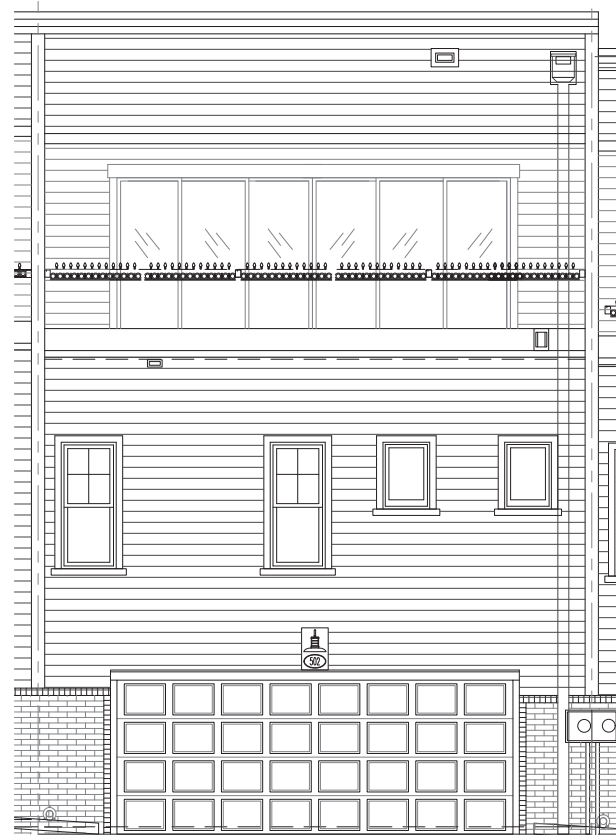
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A5.3 **ELLISON UNIT 105**
NORTH EXTERIOR ELEVATION
SCALE: 1/4" = 1'-0"



3
A5.3 **ELLISON UNIT 106**
NORTH EXTERIOR ELEVATION
SCALE: 1/4" = 1'-0"



5
A5.3 **ELLISON UNIT 107**
NORTH EXTERIOR ELEVATION
SCALE: 1/4" = 1'-0"



2
A5.3 **ELLISON UNIT 105**
SOUTH EXTERIOR ELEVATION
SCALE: 1/4" = 1'-0"



4
A5.3 **ELLISON UNIT 106**
SOUTH EXTERIOR ELEVATION
SCALE: 1/4" = 1'-0"



6
A5.3 **ELLISON UNIT 107**
SOUTH EXTERIOR ELEVATION
SCALE: 1/4" = 1'-0"

PRELIMINARY
NOT FOR CONSTRUCTION
04/11/20



1
A5.4
**ELLISON UNIT 108
NORTH EXTERIOR ELEVATION**
SCALE: 1/4" = 1'-0"



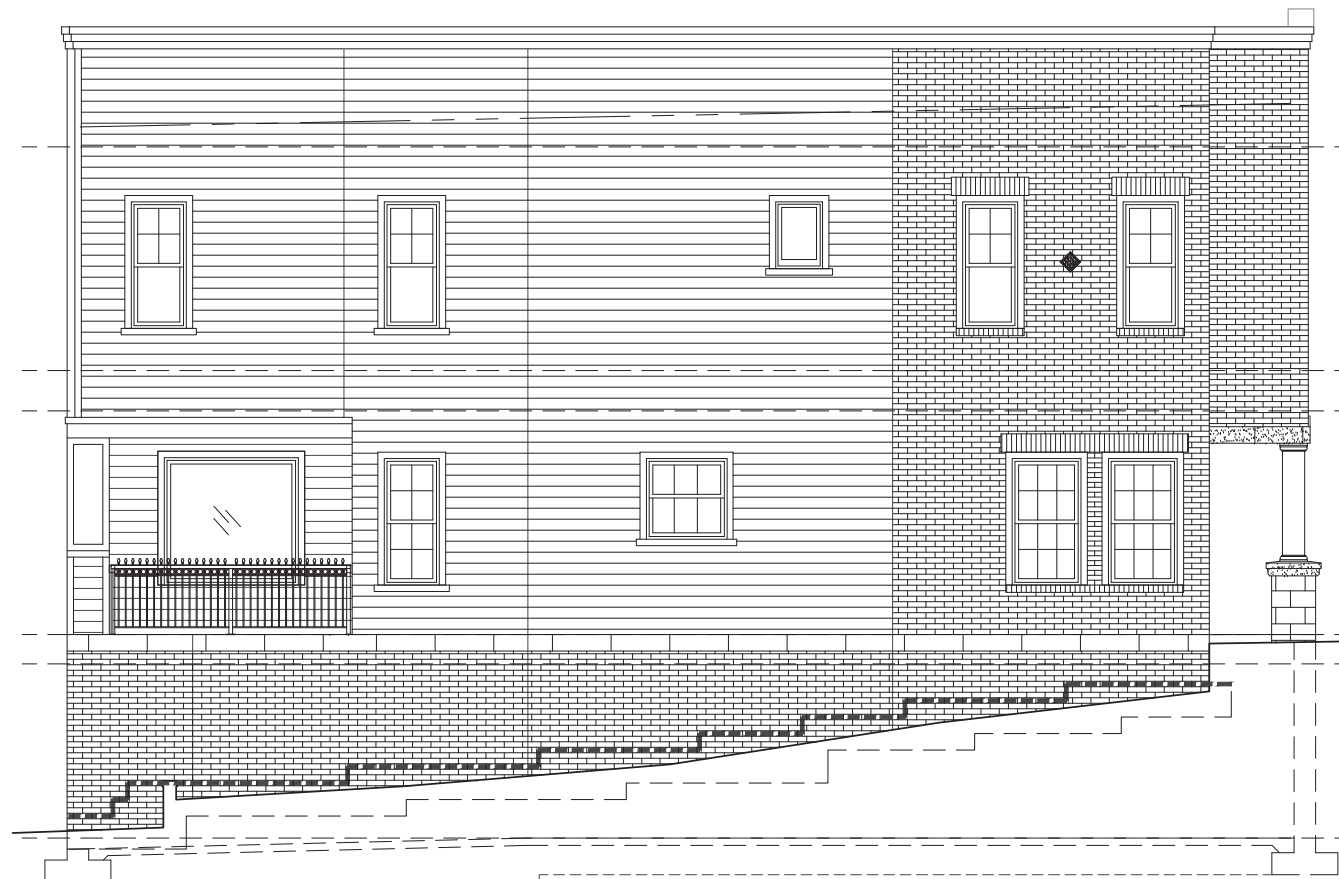
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A5.4
**DUNBAR 5A UNIT 109
NORTH EXTERIOR ELEVATION**
SCALE: 1/4" = 1'-0"



2
A5.4
**DUNBAR 5A UNIT 109
SOUTH EXTERIOR ELEVATION**
SCALE: 1/4" = 1'-0"



1
A5.4
**ELLISON UNIT 108
SOUTH EXTERIOR ELEVATION**
SCALE: 1/4" = 1'-0"



3
A5.4
**DUNBAR 5A UNIT 109
EAST EXTERIOR ELEVATION**
SCALE: 1/4" = 1'-0"



**Troy D. Rhodes
& COMPANY, INC.**
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**THE HILL
AT BRICKTOWN**

BUILDING 11

PROJECT LOCATION
500 - 512 N.E. 1st Ter.
Oklahoma City, OK

SEAL	PROJECT NO. A5.4
DESIGNED BY TDR	DRAWN BY TDR
CHECKED BY TDR	APPROVED BY TDR
DATE 04/17/20	

**PRELIMINARY
NOT FOR CONSTRUCTION**
04/17/20

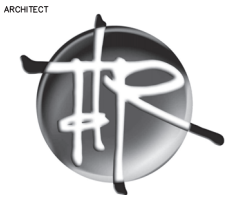
PROJECT PHASE
DESIGN
DEVELOPMENT

SHEET DESCRIPTION
ELLISON UNIT 108 AND
DUNBAR 5A UNIT 109
EXTERIOR ELEVATIONS

ISSUE DATE

SHEET NUMBER

A5.4



Troy D. Rhodes & COMPANY, INC.

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PROJECT



THE HILL
AT BRICKTOWN

BUILDING 11

PROJECT LOCATION
500 - 512 N.E. 1st Ter.
Oklahoma City, OK

PROJECT NO.

PROJECT NO. 0001.00

SEAL

SEAL

DESIGNED BY

DESIGNED BY

CHECKED BY

CHECKED BY

APPROVED BY

APPROVED BY

DATE

DATE

DESCRIPTION

DESCRIPTION

PROJECT PHASE

PROJECT PHASE

ISSUE DATE

ISSUE DATE

SHEET DESCRIPTION

SHEET DESCRIPTION

ISSUE DATE

ISSUE DATE

SHEET NUMBER

SHEET NUMBER

PROJECT PHASE

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ISSUE DATE

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SHEET DESCRIPTION

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ISSUE DATE

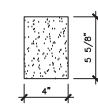
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SHEET NUMBER

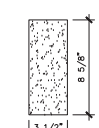
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PROJECT PHASE

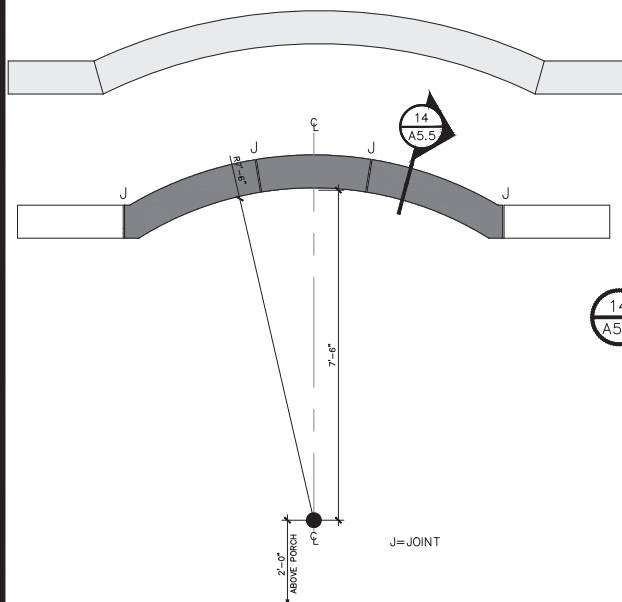
PROJECT PHASE



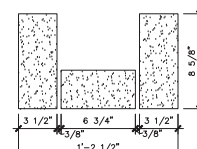
8 B2a SECTION
A5.5 SCALE: 1 1/2"=1'-0"



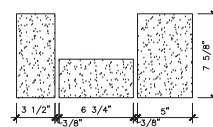
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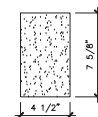
13 B3a@AR ELEVATION
A5.5 SCALE: 1/2"=1'-0"



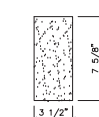
14 B3a@AR SECTION
A5.5 SCALE: 1 1/2"=1'-0"



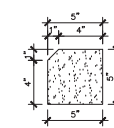
15 B4a HEADER SECTION
A5.5 SCALE: 1 1/2"=1'-0"



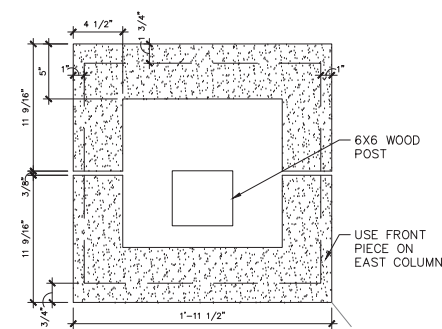
16 B4b SECTION
A5.5 SCALE: 1 1/2"=1'-0"



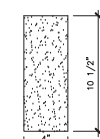
17 B4c SECTION
A5.5 SCALE: 1 1/2"=1'-0"



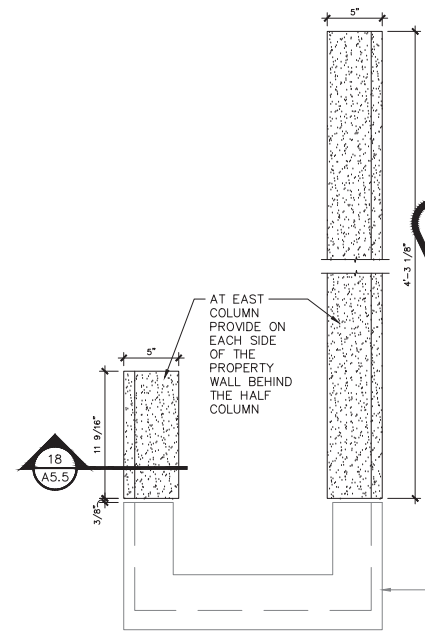
18 B5 SECTION
A5.5 SCALE: 1 1/2"=1'-0"



19 B5@WCL PLAN @ WEST COLUMN
A5.5 SCALE: 1 1/2"=1'-0"
(B5@ELC-EAST COLUMN SIM. SEE 8b/A5.6)



22 B6@F SECTION
A5.5 SCALE: 1 1/2"=1'-0"

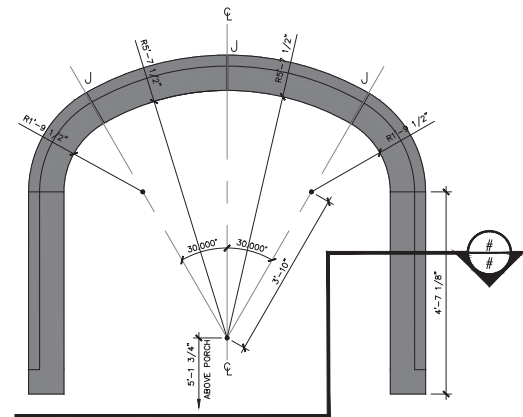


20 B5@ECL-PLAN
A5.5 SCALE: 1 1/2"=1'-0"

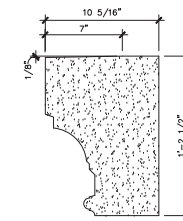
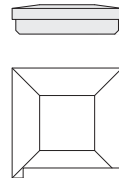
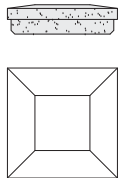
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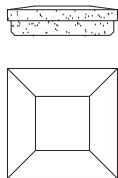
USE HILL STANDARD COPING PROFILE



B7@AR
ELEVATION
A5.6 SCALE: 1/2"=1'-0"



CR2
SCALE: 1 1/2"=1'-0"



ARCHITECT



Troy D. Rhodes & Company, Inc.

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PROJECT



THE HILL
AT BRICKTOWN

BUILDING 11

PROJECT LOCATION
500 - 512 N.E. 1st Ter.
Oklahoma City, OK

SEAL

PROJECT NO.

DRAWN BY

CHECKED BY

APPROVED BY

DATE

NO.

DESCRIPTION

PROJECT PHASE

SHEET DESCRIPTION

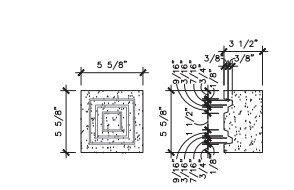
ISSUE DATE

SHEET NUMBER

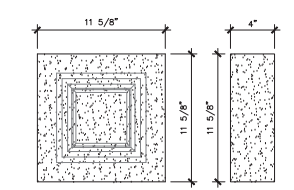
A5.6

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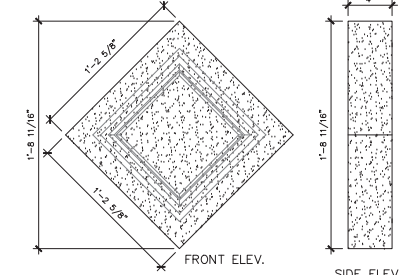
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04/17/20



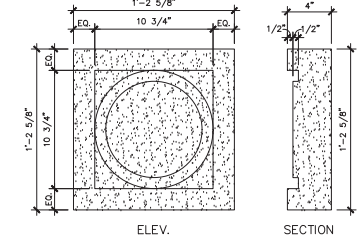
3 O2 ORNAMENT
A5.7 SCALE: 1 1/2=1'-0"



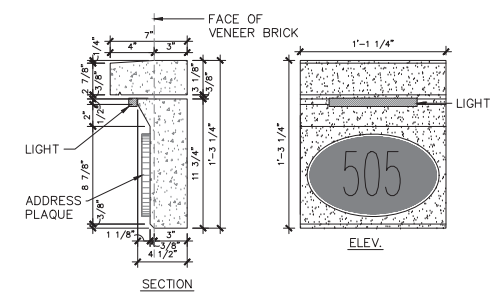
4 O3-ORNAMENT
A5.7 SCALE: 1 1/2=1'-0"



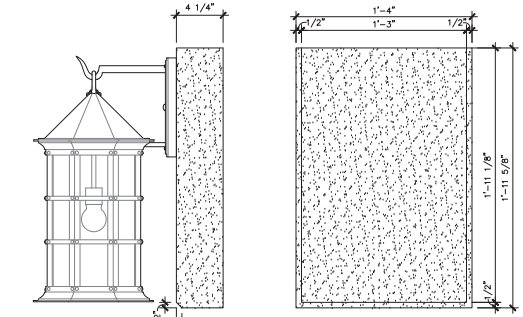
5 O4-ORNAMENT
A5.7 SCALE: 1 1/2=1'-0"



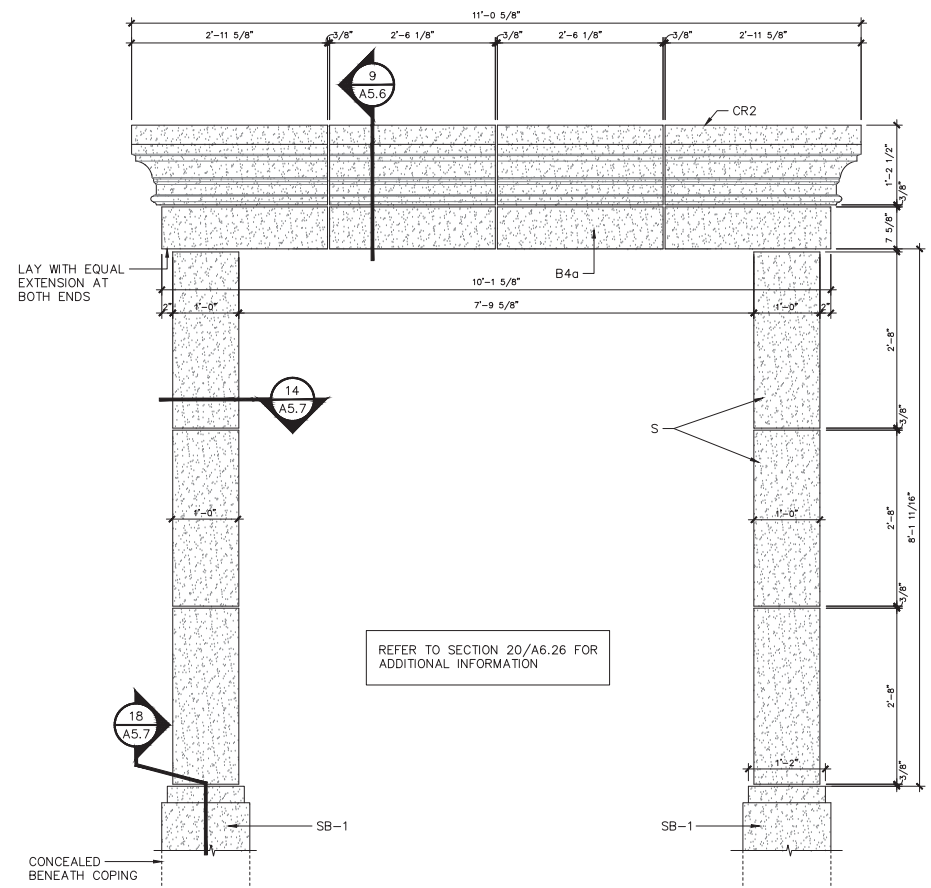
6 O5 ORNAMENT
A5.7 SCALE: 1 1/2=1'-0"



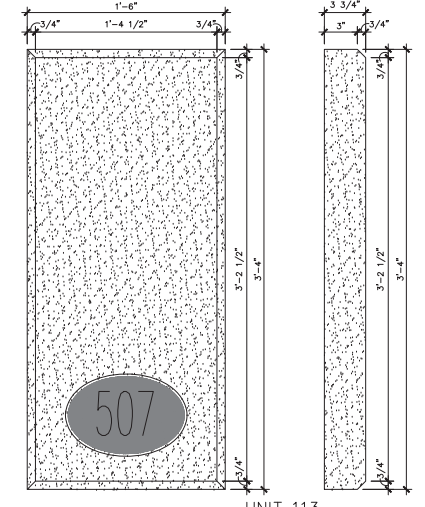
9 PL1-WL PLINTH
A5.7 SCALE: 1 1/2=1'-0"



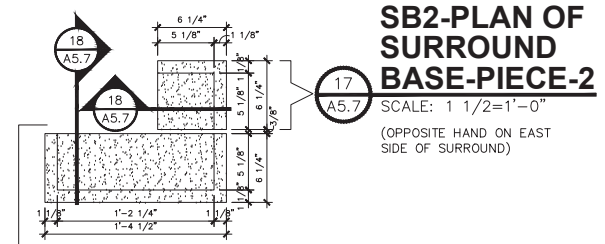
12 PL4
A5.7 SCALE: 1 1/2=1'-0"



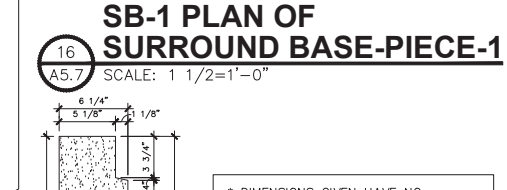
15 SA-SURROUND ASSEMBLY
A5.7 SCALE: 3/4=1'-0"



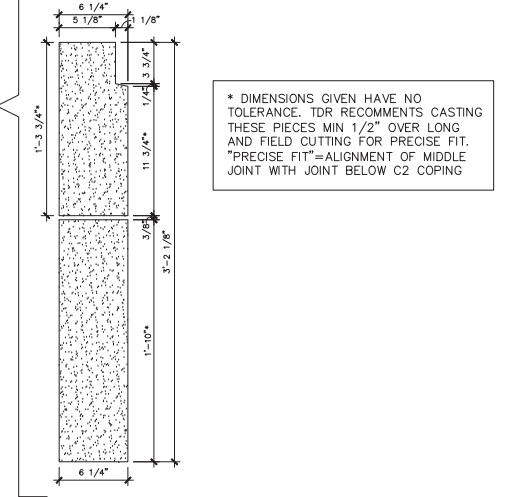
11 PL3
A5.7 SCALE: 1 1/2=1'-0"



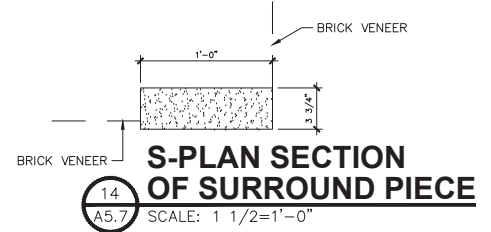
SB2-PLAN OF SURROUND BASE-PIECE-2
A5.7 SCALE: 1 1/2=1'-0"
(OPPOSITE HAND ON EAST SIDE OF SURROUND)



16 SB1-PLAN OF SURROUND BASE-PIECE-1
A5.7 SCALE: 1 1/2=1'-0"



18 SECTION OF SB1 & SB2
A5.7 SCALE: 1 1/2=1'-0"



14 S-PLAN SECTION OF SURROUND PIECE
A5.7 SCALE: 1 1/2=1'-0"



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PROJECT LOCATION
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SEAL	PROJECT NO. PROJ11.00
	DRAWN BY E. WOS
	CHECKED BY PW
	APPROVED BY
	DATE
	DESCRIPTION

PRELIMINARY
NOT FOR CONSTRUCTION
04/17/20

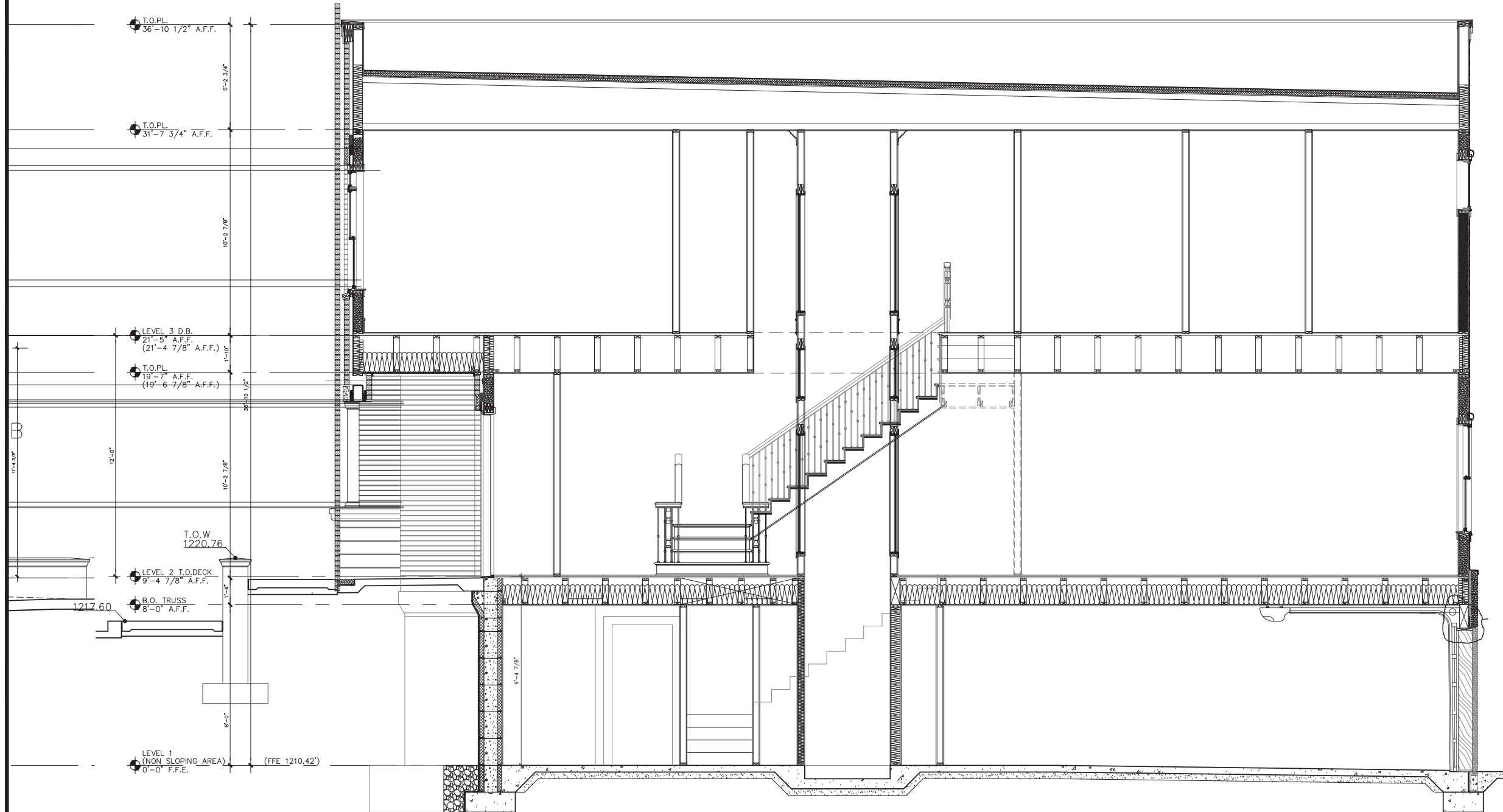
PROJECT PHASE
DESIGN DEVELOPMENT

SHEET DESCRIPTION
CAST STONE PROFILES

ISSUE DATE

SHEET NUMBER

A5.7



1 BUILDING SECTION
 A6.1 SCALE: 3/8"=1'-0"



Troy D. Rhodes & COMPANY, INC.
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THE HILL
 AT BRICKTOWN
BUILDING 11

PROJECT LOCATION
 500 - 512 N.E. 1st Ter.
 Oklahoma City, OK

SEAL PROJECT NO.

PRELIMINARY
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 04/17/20

DESIGNED BY	PROJECT NO.
DRAWN BY	PROJ. DATE
CHECKED BY	ISSUE DATE
APPROVED BY	DESCRIPTION

PROJECT PHASE
DESIGN DEVELOPMENT

SHEET DESCRIPTION
BUILDING SECTION

ISSUE DATE

SHEET NUMBER

A6.1



Troy D. Rhodes & COMPANY, INC.
 ARCHITECTURE | INTERIOR DESIGN | PLANNING
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THE HILL
 AT BRICKTOWN
BUILDING 11

PROJECT LOCATION
 500 - 512 N.E. 1st Ter.
 Oklahoma City, OK

SEAL PROJECT NO.

PRELIMINARY
NOT FOR CONSTRUCTION
 04/17/20

DESIGNED BY
 DRAWN BY
 CHECKED BY
 APPROVED BY

NO.	DATE	DESCRIPTION

PROJECT PHASE
DESIGN DEVELOPMENT

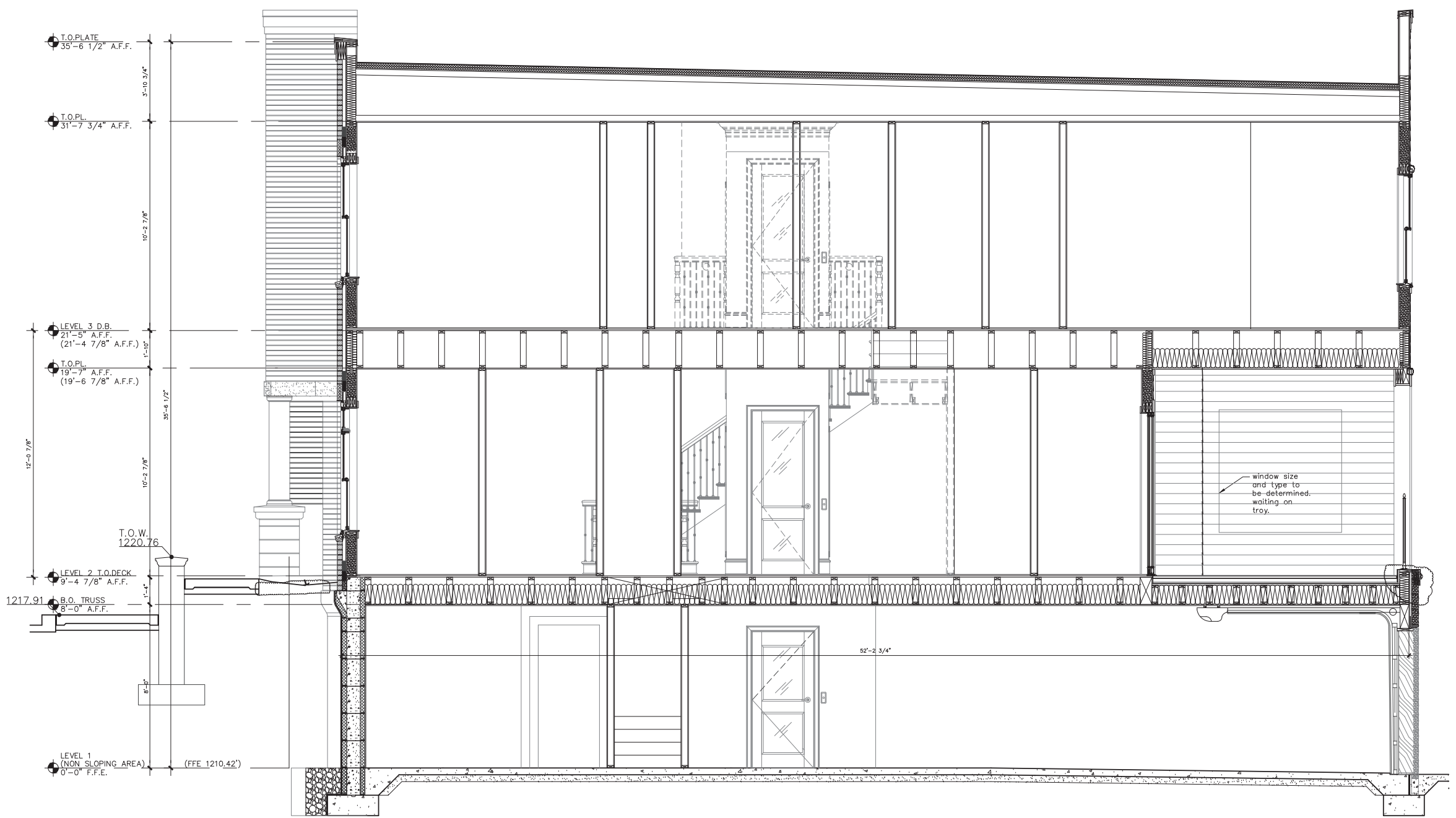
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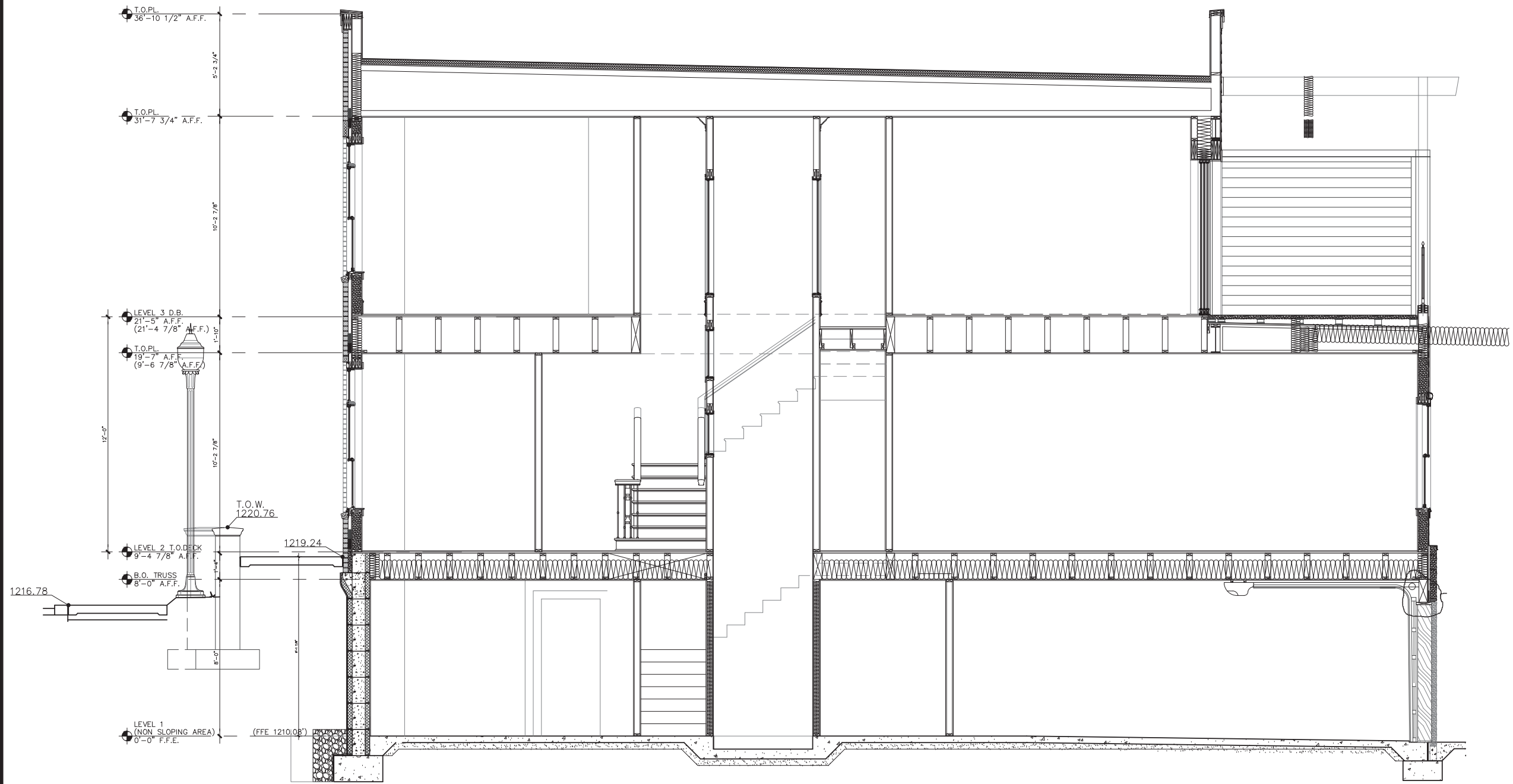
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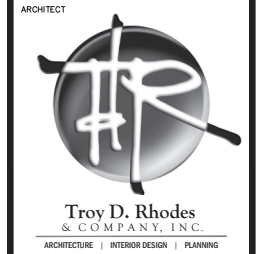
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2 BUILDING SECTION
 A6.2 SCALE: 3/8"=1'-0"



3 BUILDING SECTION
 A6.3 SCALE: 3/8"=1'-0"



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PROJECT LOCATION
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 Oklahoma City, OK

SEAL PROJECT NO. PROJ. NO.
 DRAWN BY: JWS
 CHECKED BY: JWS
 APPROVED BY: JWS
 DATE: 04/17/20

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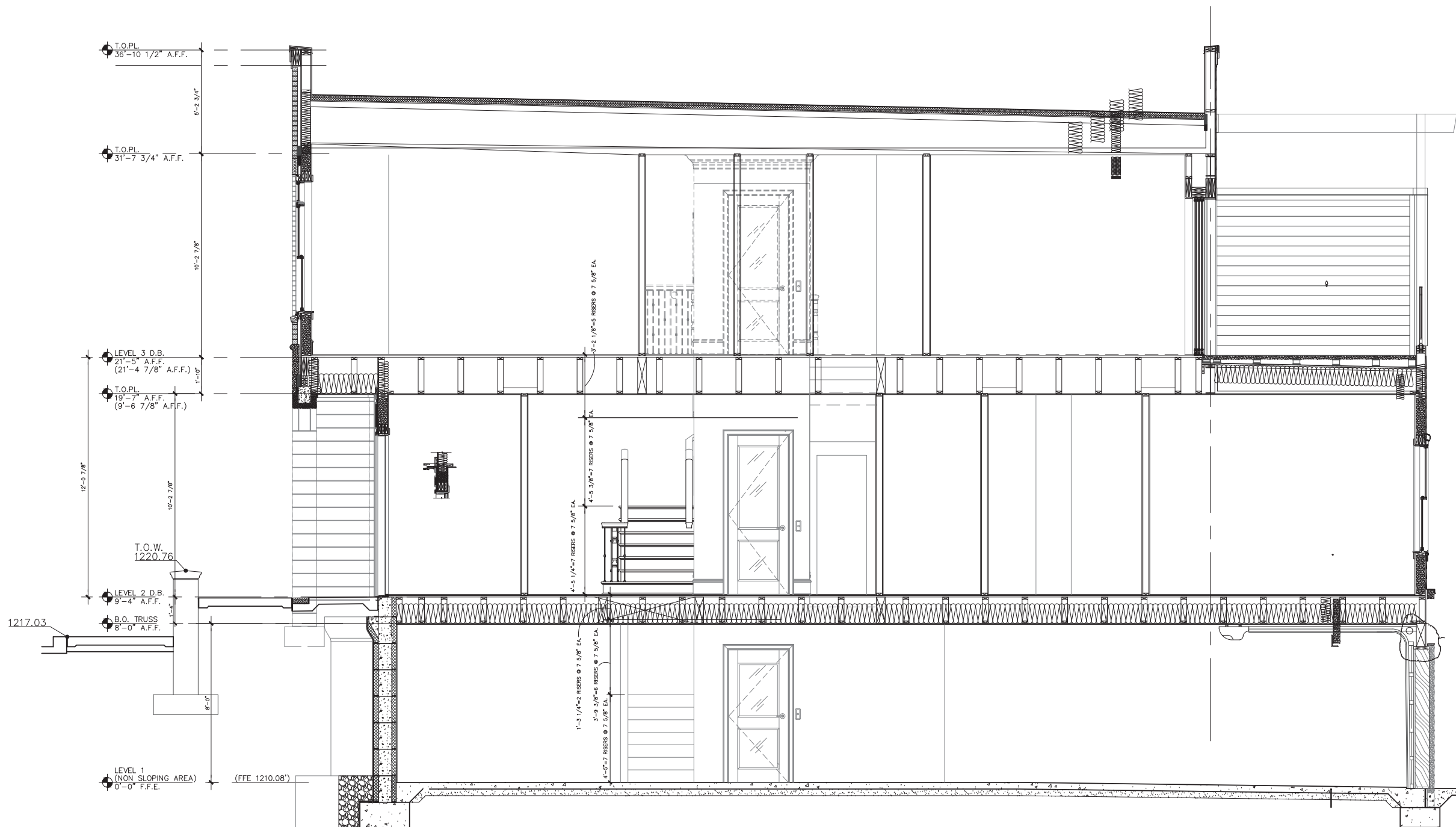
PROJECT PHASE
 DESIGN DEVELOPMENT

SHEET DESCRIPTION
 BUILDING SECTION

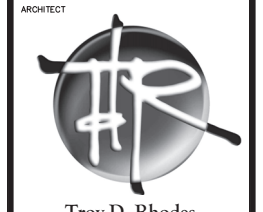
ISSUE DATE

SHEET NUMBER

A6.3



4 BUILDING SECTION
 A6.4 SCALE: 3/8"=1'-0"



Troy D. Rhodes & COMPANY, INC.
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THE HILL
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PROJECT LOCATION
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 Oklahoma City, OK

SEAL PROJECT NO. PROJ. NO.

PRELIMINARY
NOT FOR CONSTRUCTION
 04/17/20

DATE ISSUED DATE STORED
 NO. DESCRIPTION
 APPROVED BY

PROJECT PHASE

DESIGN DEVELOPMENT

SHEET DESCRIPTION
BUILDING SECTION

ISSUE DATE

SHEET NUMBER

A6.4

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OKLAHOMA CITY

URBAN

RENEWAL

AUTHORITY

To: Board of Commissioners
From: Catherine O'Connor, Executive Director
Date: June 17, 2020
Ref: Resolution Accepting the Lowest Responsible Bids and Awarding and Approving Contracts and Bonds for the Removal of Storage Tanks and Ancillary Environmental Remediation at 2445 and 2523 North Martin Luther King, Jr. Boulevard; Northeast Renaissance Urban Renewal Plan

Background: OCURA has previously acquired property located at 2445 North Martin Luther King, Jr. Boulevard and 2523 North Martin Luther King, Jr. Boulevard (“Properties”) that used to house service stations. After conducting preliminary environmental review on the Properties, it was determined that both Properties have former gas tanks on site in disrepair. OCURA worked with the City of Oklahoma City to obtain a subgrant under the City’s Brownfields Cleanup Revolving Funds program to fund the remediation costs for 2523 North Martin Luther King, Jr. Boulevard, which involves splitting the invoices with 80% paid from grant funds and 20% from OCURA matching funds up to \$240,000, with all expenses above that coming from OCURA funds.

OCURA staff worked with City staff in preparing specifications for the removal of the tanks at the Properties and in the solicitation of bids for the removal and ancillary environmental cleanup at the Properties. Two (2) bids were received for each of the Properties. StanTech, LLC, which submitted bids in the amounts of \$31,980 for 2523 North Martin Luther King, Jr. Boulevard and \$54,120 for 2445 North Martin Luther King, Jr. Boulevard was determined to be the lowest responsible bidder for both properties and it is recommended to accept the bids and award the contracts.

Purpose of Agenda Item: The resolution accepts the lowest responsible bids and awards and approves contracts for the removal of storage tanks and ancillary environmental remediation at 2445 and 2523 North Martin Luther King, Jr. Boulevard.

Staff Recommendation: Approval of Resolution

Attachments: Map Exhibit

RESOLUTION NO. _____

RESOLUTION ACCEPTING THE LOWEST RESPONSIBLE BIDS AND AWARDING AND APPROVING CONTRACTS FOR THE REMOVAL OF STORAGE TANKS AND ANCILLARY ENVIRONMENTAL REMEDIATION AT 2445 AND 2523 NORTH MARTIN LUTHER KING, JR. BOULEVARD; NORTHEAST RENAISSANCE URBAN RENEWAL PLAN

WHEREAS, the Oklahoma City Urban Renewal Authority (“OCURA”) has previously acquired certain real property located at 2445 North Martin Luther King, Jr. Boulevard and 2523 North Martin Luther King, Jr. Boulevard (“2445 N. MLK” and “2523 N. MLK,” respectively, and collectively, “Properties”), located within the Northeast Renaissance Urban Renewal Area, that used to house service stations; and

WHEREAS, it is anticipated that the Properties will be redeveloped into commercial uses, but no specific redevelopment plans have been proposed; and

WHEREAS, after conducting preliminary environmental review on the Properties, it has been determined that both Properties have former gas tanks on site in disrepair; and

WHEREAS, OCURA staff believes that the Properties will be more valuable and developable if the former gas tanks are removed and OCURA can deliver clean sites to a redeveloper; and

WHEREAS, OCURA desires to work with the City of Oklahoma City (“City”) to obtain a subgrant under the City’s Brownfields Cleanup Revolving Loan Fund (“BCRLF”) program to fund the remediation costs for 2523 N. MLK, which would involve a split of all invoices, with 80% paid from grant funds and 20% from OCURA matching funds up to \$240,000, with all expenses above that coming from OCURA funds; and

WHEREAS, OCURA desires to use up to \$240,000 in Community Development Block Grant (“CDBG”) funds for the remediation costs for 2445 N. MLK; and

WHEREAS, OCURA staff worked directly with City staff for assistance in preparing specifications for the removal of the tanks at the Properties and in the solicitation of bids for the removal of the storage tanks and ancillary environmental cleanup at the Properties; and

WHEREAS, two (2) bids were received for each of the Properties, with the bidder submitting the lowest responsible bids for 2523 N. MLK and for 2445 N. MLK,, (each individually) that complied with the bidding requirements, being StanTech, LLC, which submitted bids in the amounts of \$31,980 for 2523 N. MLK and \$54,120 for 2445 N. MLK; and

WHEREAS, it is timely and appropriate to accept the bids of StanTech, LLC, as the lowest responsible bids and award the contracts for the removal of the storage tanks at the

Properties to StanTech, LLC, in accordance with the provisions of the Oklahoma Public Competitive Bidding Act, 61 O.S. § 101, *et seq.*

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

1. The bid submitted by StanTech, LLC, in the amount of \$31,980, is accepted as the lowest responsible bid for the removal of storage tanks and ancillary environmental remediation at 2523 N. MLK, and the contract for that project is hereby awarded to said bidder.
2. The contract with StanTech, LLC, for the removal of storage tanks and ancillary environmental remediation at 2523 N. MLK, as attached to this Resolution, is hereby approved.
3. The bid submitted by StanTech, LLC, in the amount of \$54,120, is accepted as the lowest responsible bid for the removal of storage tanks and ancillary environmental remediation at 2445 N. MLK, and the contract for that project is hereby awarded to said bidder.
4. The contract with StanTech, LLC, for the removal of storage tanks and ancillary environmental remediation at 2445 N. MLK, as attached to this Resolution, is hereby approved.
5. The Executive Director and OCURA staff are authorized and directed to take such actions and as may be necessary or appropriate to carry out the actions authorized by 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 **regular** meeting of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, held by phone at (301) 715-8592 Meeting ID: 850 8693 1433 and online at <https://us02web.zoom.us/j/85086931433?pwd=WGRGdXFYZHRtNn11THZkbkJMZzhqUT09> on the **17th day of June, 2020**; 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)



Legend

-  Sections (>1:40,000)
-  Parcels
-  OK County Boundary

1: 2,257 

0.1 0 0.04 0.1 Miles

Notes

Enter Map Description

CONTRACT

THIS CONTRACT AND AGREEMENT, made and entered into this _____ day of _____, 20____, by and between **Oklahoma City Urban Renewal Authority**, a public body corporate, party of the first part, hereinafter termed "Authority", and **StanTech, LLC.**, party of the second part, hereinafter termed "Contractor".

WITNESSETH:

WHEREAS, the Authority has caused to be prepared in accordance with law, certain specifications, and other bidding documents for the work hereinafter described and has approved and adopted all of said bidding documents, and has caused Solicitation for Bids to be given and advertised as required by law, and has received sealed proposals for the furnishing of all labor and materials for:

**Underground Storage Tank Removal and Contaminated Soil Removal
Located at 2445 N. Martin Luther King, Jr. Boulevard**

as outlined and set out in the bidding documents and in accordance with the terms and provisions of said Contract; and

WHEREAS, Contractor, in response to said Solicitation for Bids, published in The Journal Record has submitted to the Authority in the manner and at the time specified, a sealed proposal in accordance with the terms of this Contract; and

WHEREAS, the Authority in the manner provided by law, has publicly opened, examined, and canvassed the proposals submitted and has determined and declared the above named Contractor to be the lowest responsible bidder on the above described project, and has duly awarded this Contract to said Contractor for the sum named in the proposal, to wit:

Fifty Four Thousand One Hundred Twenty Dollars and NO/100 (\$54,120).

NOW, THEREFORE, for and in consideration of the mutual agreements and covenants herein contained, the parties to this Contract have agreed and hereby agree as follows:

1. The Contractor shall, in a good and first-class workmanlike manner, at its own cost and expense, furnish all labor, materials, tools and equipment required to perform and complete said work in strict accordance with the Contract Documents, including the Bidding Documents, "Standard Specifications for Construction of Public Improvements," any special provisions, schedules and the plans adopted and approved by the Authority, all of which

documents are on file in the Office of the City Clerk of the City of Oklahoma City and are made a part of this Contract as fully as if the same were herein set out at length, with the following additions and/or exceptions: (if none, so state) None.

2. The Authority shall make payments to the Contractor in the following manner: On or about the first day of each month, the City Engineer, or other appropriate person, will review estimates of the value, based on Contract prices and/or schedule of values of work done and materials incorporated in the work and of materials suitably stored at the site thereof during the preceding calendar month. The Contractor shall furnish to the City Engineer, or other appropriate person, such detailed information as he may request. Each monthly estimate for payment must contain or have attached an affidavit as required by 74 O.S. § 85.22.

3. On completion of the work, but prior to the acceptance thereof by the Authority, it shall be the duty of the City Engineer, or other appropriate person, to determine that said work has been completely and fully performed in accordance with said Contract Documents, and upon making such determination, said official shall make his final certificate to the Authority. The Contractor shall furnish proof that all claims and obligations incurred by him in connection with the performance of said work have been fully paid and settled; said information shall be in the form of an affidavit, which shall bear the approval of the surety on the Contract bonds for payment of the final estimate to the Contractor; thereupon, the final estimate (including retainages) will be approved and paid and the same shall be in full for all claims of every kind and description said Contractor may have by reason of having entered into or arising out of this Contract.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in one (1) original, the day and year first above written.

ATTEST:



(Witness/Secretary)

StanTech, LLC.

Contractor (name of company)



(Individual - President)
CFO

**OKLAHOMA CITY URBAN
RENEWAL AUTHORITY**

ATTEST:

Secretary

Chairman

REVIEWED for form and legality.

Authority Counsel

THE CITY OF OKLAHOMA CITY

CERTIFICATE OF NONDISCRIMINATION

In connection with the performance under the Contract, the Contractor agrees as follows:

A. The Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin, ancestry, age or disability as defined by the Americans with Disabilities Act of 1990, Sec. 3(2). Contractor shall take affirmative action to ensure that employees are treated without regard to their race, creed, sex, color, national origin, ancestry, age or disability, as defined by the Americans with Disabilities Act of 1990, Sec. 3(2). Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, layoff or termination, rate of pay or other forms of compensation and selection for training, including apprenticeship. The Contractor and Subcontractors shall agree to post in a conspicuous place, available to employees and applicants for employment, notices to be provided by the City Clerk of the City of Oklahoma City setting forth the provisions of this Section.

B. In the event of the Contractor's noncompliance with this Nondiscrimination Certificate, the Contract may be canceled, terminated or suspended by the Contracting Public Entity. The Contractor may be declared by the Contracting Public Entity ineligible for further contracts until satisfactory proof of intent to comply shall be made by the Contractor and/or Subcontractors.

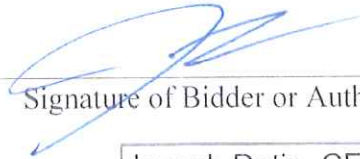
C. The Contractor agrees to include the requirements of this Nondiscrimination Certificate in any subcontracts connected with the performance of this Contract.

I have read the above and agree to abide by these requirements:

This form must be fully completed and signed by the Contractor or Contractor's Authorized Agent.

StanTech LLC

Name of Individual, Partnership, Limited Liability Company, or Corporation hereinafter called Bidder


Signature of Bidder or Authorized Agent

Joseph Datin, CFO

Type or print name and title of person who signed above

This Certificate is required by Oklahoma City Municipal Code, Chapter 25, Article III § 25-41, as incorporated by reference in the City of Oklahoma City's *Standard Specifications for the Construction of Public Improvements* or otherwise in the Bidding Documents.

THE CITY OF OKLAHOMA CITY

PUBLIC CONSTRUCTION PROJECT SUBCONTRACTING PLAN & AFFIDAVIT

The following Affidavit must be submitted by the successful Bidder, or Bidder's Authorized Agent. A Notice to Proceed will not be issued by the City Engineer until the affidavit is received.

The undersigned, of lawful age, being first duly sworn on oath, affirms and states that the Bidder has the authority to execute this Public Construction Project Subcontracting Plan. The bidder further states that they understand the resolution creating the Small, Disadvantaged, Minority and Woman-owned Subcontracting Program adopted by the City Council of the City of Oklahoma City on June 3, 2008.

I. Public Construction Project Subcontracting Plan

A. Outreach - In the space provided below describe in detail your company's efforts regarding outreach to small, minority, disadvantaged and women owned businesses in an effort to utilize their services in conjunction with Project Number 2445 N. MLK OKC.

Associated Environmental Industries (AEI) is the primary subcontractor for this project. AEI is a small business, with woman majority ownership. StanTech is a small business.

B. Internal Efforts - In the space provided below describe in detail any initiatives in place within your company directed at establishing policies and procedures to ensure that small, minority, disadvantaged and women owned businesses are made aware of and given the opportunity to submit bids for sub-contracting on publicly funded projects.

StanTech has reached out to small businesses and/or 8a firms to team on proposals and projects and will continue to do so in the future.

A Notice to Proceed for the project listed above will not be issued by the City Engineer until this document is completed and returned to the Public Works department. The document must be completed and signed by the Contractor, and notarized, dated and completed by the Notary Public.

StanTech LLC

Name of Individual, Partnership, Limited Liability Company, or Corporation hereinafter called Bidder

Signature of Contractor or Authorized Agent

Joseph Datin, CFO

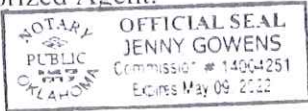
Type or print name and title of person who signed above

STATE OF Oklahoma)
) §
COUNTY OF Cleveland)

Signed and sworn to or affirmed before me on this 9th day of June,

2020, by Joseph Datin as the above named Contractor or Contractor's

Authorized Agent.



Jenny Gowens
Notary Public

My Commission expires 5/9/2022
My Commission number 14004251

This Affidavit is required to be submitted with the Contractors' Subcontracting Plan.

CONTRACTOR IDENTIFICATION NUMBERS

This form is to be completed and submitted with the Contract.

Project Number _____

Description: **Underground Storage Tank Removal and Contaminated Soil
Removal Located at 2445 N. Martin Luther King, Jr. Boulevard**

Name of Contractor StanTech LLC _____

The Contractor provides the following Identification Numbers:

Oklahoma Tax Commission	WTH14339403-02
Oklahoma Employment Security Commission	01-5275418
Internal Revenue Service	81-0923420
Social Security Administration	81-0923420

Contractor is reminded that no Contractor or subcontractor may be employed on this project that is listed by the Commissioner of Labor as ineligible to bid on or be awarded a public works contract or public construction contract. A list of ineligible contractors may be obtained from the Commissioner of Labor.



STANLLC-01

C3JWAGNER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/9/2020

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 have ADDITIONAL INSURED provisions or 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).

<p>PRODUCER AssuredPartners dba Front Range Ins Group 2002 Caribou Drive, #101 P.O. Box 270550 Fort Collins, CO 80525</p>	<p>CONTACT NAME: PHONE (A/C, No, Ext): (970) 223-1804 E-MAIL ADDRESS:</p>	<p>FAX (A/C, No):</p>
<p>INSURER(S) AFFORDING COVERAGE</p>		<p>NAIC #</p>
<p>INSURED: StarTech, LLC 4100 N. Lincoln Blvd. Oklahoma City, OK 73119</p>		
<p>INSURER A: Homeland Insurance Company of New York</p>		<p>34452</p>
<p>INSURER B: Valley Forge Insurance Co.</p>		<p>20508</p>
<p>INSURER C: Transportation Insurance Co</p>		<p>20494</p>
<p>INSURER D:</p>		
<p>INSURER E:</p>		
<p>INSURER F:</p>		

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 SUBR INSD. Y/WD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR		7930088140001	1/1/2020	1/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY ANY AUTO OWNED <input checked="" type="checkbox"/> SCHEDULED AUTOS HIRED AUTO ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		6023791387	1/1/2020	1/1/2021	COMBINED SINGLE LIMIT (if a accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> LIBEL AND SLEANDER <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS CLAIMS MADE		7930088150001	1/1/2020	1/1/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR, PARTNER, EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in PA) If yes describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	WC623791356	1/1/2020	1/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000
A	Prof/Pollution		7930088140001	1/1/2020	1/1/2021	Agg/Occurrence 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) if required by written contract, the following endorsements apply on a blanket basis:

- General Liability:
- OBENVGE301 0211 Additional Insured-Owners, Lessees or Contractors
- OBENVGE304 0211 Additional Insured-Owners, Lessees or Contractors - Completed Operations
- OBENVGE319 0211 Primary and Non-Contributory Endorsement
- OBENVGE320 0211 Waiver of Subrogation
- SEE ATTACHED ACORD 101

CERTIFICATE HOLDER CANCELLATION

Oklahoma City Urban Renewal Authority
105 W Hudson Ave, Suite 101
Oklahoma City, OK 73119

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



ADDITIONAL REMARKS SCHEDULE

AGENCY AssuredPartners dba Front Range Ins Group		NAME INSURED StanTech, LLC 4100 N. Lincoln Blvd. Oklahoma City, OK 73105	
POLICY NUMBER SEE PAGE 1		NAIC CODE SEE P 1	
CARRIER SEE PAGE 1		EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:

Auto Liability:
 SCA23500D 1011 Additional Insured by Contract
 CA0444 1013 Waiver of Subrogation
 Primary and NonContributory

Excess Liability:

Following Form - General Liability, Pollution Liability and Auto Liability including Additional Insured, Following Form-Worker's
 Compensation (Employers Liability)
 OBENVXS300 0411 Waiver of Subrogation
 OBENVXS391 0411 Primary & Non-Contributory Enorsement

Workers Compensation:

WC0003 03 12 Waiver of Subrogation

*Certificate Holder Con't: The City of Oklahoma City, 420 W. Main st., Suite 400, Oklahoma City, OK 73102

The City of Oklahoma City and its Beneficiary Trusts are included as additional insured, with respect to liability, arising out of the project or event per blanket conditions and forms shown above.

30 days written notice of cancellation (10 days for non-payment of premium) will be given to the certificate holder.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That We, StanTech, LLC, as Contractor, and North American Specialty Insurance Company, as Surety, are held and firmly bound unto the **Oklahoma City Urban Renewal Authority**, a public body corporate, hereinafter termed "Authority," in the full and just sum of **Fifty Four Thousand One Hundred Twenty Dollars and NO/100 (\$54,120)**, such sum being equal to 100% of the Contract price for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors and assigns, themselves, and its successors and assigns, jointly and severally, firmly by these presents.

The conditions of this obligation are such, that whereas, said Contractor is the lowest and best bidder for the making of the following Authority work and improvement:

**Underground Storage Tank Removal and Contaminated Soil Removal
Located at 2445 N. Martin Luther King, Jr. Boulevard**

has entered into a certain written Contract with the Authority on the ____ day of _____, 20__, for the erection and construction of said work and improvement all in compliance with the plans and specifications therefore, made a part of said Contract and on file in the Office of the City Clerk, and said Contract is hereby made a part and parcel of this bond as if literally written herein.

NOW, THEREFORE, if the Contractor shall fully and faithfully execute the work and perform said Contract according to its terms, conditions, and covenants, and in exact accordance with the bid of said Contractor, and according to certain plans and specifications heretofore made, adopted, and placed on file in the Office of the City Clerk of the City of Oklahoma City, as set out in the specifications herein, and shall promptly pay or cause to be paid, all labor, material and/or repairs and all bids for labor performed on said work, whether by subcontract or otherwise, and shall protect and save harmless the said Authority and all interested property owners against all claims, demands, causes of action, losses or damage, and expense to life or property suffered or sustained by any person, firm, or corporation by reason of negligence of the Contractor or his or its agents, servants, or employees in the construction of said work, or by or

in consequence of any improper execution of the work or act of omission or use of inferior materials by said Contractor, or his or its agents, servants, or employees, and shall protect and save the Authority harmless from all suits and claims of infringement or alleged infringement of patent rights or processes, then this obligation shall be void; otherwise, this obligation shall remain in full force and effect.

IT IS FURTHER EXPRESSLY AGREED AND UNDERSTOOD by the parties hereto that no changes or alterations in said Contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this bond.

IN WITNESS WHEREOF, the said Contractor has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officer, and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized so to do, the day and year first above written.

Executed this 8th day of June, 2020 by the Contractor.

StanTech, LLC.

Contractor (name of company)

ATTEST:


Secretary/Witness

By: 
Authorized Officer

Executed this 8th day of June, 2020 by the Surety.

North American Specialty Insurance Company
Surety

ATTEST:


~~Secretary~~/Witness Vicki Wilson

By: 
Attorney-in-Fact Carey L. Kennemer

REVIEWED for form and legality.

Authority Counsel

APPROVED by the Chairman and Commissioners of **Oklahoma City Urban Renewal Authority** this _____ day of _____, 20_____.

ATTEST:

Secretary

Chairman

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That We, StanTech, LLC., as Contractor, and North American Specialty Insurance Company, as Surety, are held and firmly bound unto the **Oklahoma City Urban Renewal Authority**, a public body corporate, (hereinafter termed "Authority"), in the full and just sum of **Fifty Four Thousand One Hundred Twenty Dollars and NO/100 (\$54,120)**, such sum being equal to the Contract price for a period of one (1) year, for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, and assigns, themselves, and its successors and assigns, joint and severally, firmly by these presents.

The conditions of this obligation are such that whereas, said Contractor has by a certain Contract between the Contractor and the Authority, dated this ___ day of _____, 20___ agreed to construct in the City of Oklahoma City:

**Underground Storage Tank Removal and Contaminated Soil Removal
Located at 2445 N. Martin Luther King, Jr. Boulevard**

all in compliance with the Contract Documents therefore, made a part of said Contract and on file in the Office of the City Clerk of the City of Oklahoma City; and to maintain the said improvement in the amounts set forth above against any failure due to workmanship or material for a period of one (1) year from the date of acceptance of the project by the Authority.

NOW, THEREFORE, if said Contractor shall pay or cause to be paid to the Authority, all damage, loss, and expense which may result by reason of defective materials and/or workmanship in connection with said work occurring within a period of one (1) year from and after acceptance of said project by the Authority, then this obligation shall be null and void, otherwise to be and remain in full force and effect.

It is further agreed that if the said Contractor or Surety herein shall fail to maintain said improvements against any failure due to defective workmanship and/or material for a period of one (1) year and at any time repairs shall be necessary that the cost of making said repairs shall be determined by the City Council of the City of Oklahoma City, or some person or persons designated by them to ascertain the same, and if, upon thirty (30) days notice, the said amount ascertained shall not be paid by the Contractor or Surety herein, or if the necessary repairs are


not made, the said amount shall become due upon the expiration of thirty (30) days and suit may be maintained to recover the amount so determined in any Court of competent jurisdiction. And that the amount so determined shall be conclusive upon the parties as to the amount due on this bond for the repair or repairs included therein, and that the cost of all repairs shall be so determined from time to time during the life of this bond as the condition of the improvements may require.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said Contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this bond.

IN WITNESS WHEREOF, the said Contractor has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers; and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized so to do, the day and year first above written.

Executed this 8th day of June, 2020 by the Contractor.

ATTEST:


Secretary/Witness

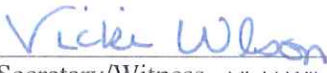
StanTech, LLC.

Contractor (name of company)

By 
Authorized Officer

Executed this 8th day of June, 2020 by the Surety.

ATTEST:


~~Secretary~~/Witness Vicki Wilson

North American Specialty Insurance Company
Surety

By: 
Attorney-in-Fact Carey L. Kennemer

REVIEWED for form and legality.

Authority Counsel

APPROVED by the Chairman and Commissioners of the **Oklahoma City Urban
Renewal Authority**, this _____ day of _____, 20_____.

ATTEST:

Secretary

Chairman

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Kansas City, Missouri, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

JOHN K. DEER, VAUGHN P. GRAHAM, VAUGHN P. GRAHAM, JR., STEPHEN M. POLEMAN, TRAVIS E. BROWN, DEBORAH L. RAPER, JAMIE BURRIS, SHELLER SAMBLI, MARK D. NOWELL, CATHY COMBS, VICKI WILSON, AUSTIN K. GREENHAW, CLAYTON HOWELL, CAREY L. KENSEMER, RANDY D. WEBB, AARON WOOLSEY and GARY LILES

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company: and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.



By [Signature] Steven P. Anderson, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company



By [Signature] Michael A. Ito, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 11th day of JULY, 2019.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook

On this 11th day of JULY, 2019, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



M. Kerry, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this ___ day of ___, 20__

[Signature] Jeffrey Goldberg, Vice President & Assistant Secretary of Washington International Insurance Company & North American Specialty Insurance Company

STATUTORY BOND

KNOW ALL MEN BY THESE PRESENTS:

That We, StanTech, LLC, as Contractor, and North American Specialty Insurance Company _____, as Surety, are held and firmly bound unto **Oklahoma City Urban Renewal Authority**, a public body corporate, hereinafter termed "Authority", in the full and just sum of **Fifty Four Thousand One Hundred Twenty Dollars and NO/100 (\$54,120)**, such sum being equal to 100% of the Contract price for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors and assigns, themselves, and its successors and assigns, jointly and severally, firmly by these presents.

The conditions of this obligation are such, that whereas, the above Bonded Contractor, StanTech, LLC, is the lowest and best bidder for the making of the following Authority work and improvement:

**Underground Storage Tank Removal and Contaminated Soil Removal
Located at 2445 N. Martin Luther King, Jr. Boulevard**

and has entered into a certain written Contract with the Authority on the ___ day of _____, 20___, for the erection and construction of said work and improvement, in exact accordance with the bid of said Contractor, and according to certain plans and specifications theretofore made, adopted and placed on file in the Office of the City Clerk of the City of Oklahoma City.

NOW, THEREFORE, if said Contractor shall fail or neglect to pay all indebtedness incurred by said Contractor or subcontractor of said Contractor who perform work in the performance of said Contract, and such repairs to and rental of machinery and equipment as may be furnished by a subcontractor to the person or persons contracting with the Authority, within thirty (30) days after the same becomes due and payable, the person, firm or corporation entitled thereto may sue and recover on this bond, the amount so due and unpaid.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said Contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, for the obligations of this bond.

IN WITNESS WHEREOF, the said Contractor has caused these presents to be executed

in its name and its corporate seal to be hereunto affixed by its duly authorized officers; and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized so to do, the day and year first above written.

Executed this 8TH day of June, 2020 by the Contractor.

ATTEST:

Jenny Gowers
Secretary/Witness

StanTech, LLC.
Contractor (name of company)

By: [Signature]
Authorized Officer

Executed this 8TH day of June, 2020 by the Surety.

ATTEST:

Vicki Wilson
~~Secretary~~/Witness Vicki Wilson

North American Specialty Insurance Company
Surety

By: Carey L. Kennemer
Attorney-In-Fact Carey L. Kennemer

REVIEWED for form and legality.

Authority Counsel

APPROVED by the Chairman and Commissioners of the **Oklahoma City Urban Renewal Authority**, this _____ day of _____, 20____.

ATTEST:

Secretary

Chairman

CONTRACT

THIS CONTRACT AND AGREEMENT, made and entered into this _____ day of _____, 20____, by and between **Oklahoma City Urban Renewal Authority**, a public body corporate, party of the first part, hereinafter termed "Authority", and **StanTech, LLC**, party of the second part, hereinafter termed "Contractor".

WITNESSETH:

WHEREAS, the Authority has caused to be prepared in accordance with law, certain specifications, and other bidding documents for the work hereinafter described and has approved and adopted all of said bidding documents, and has caused Solicitation for Bids to be given and advertised as required by law, and has received sealed proposals for the furnishing of all labor and materials for:

**Underground Storage Tank and Contaminated Soil Removal
Located at 2523 N. Martin Luther King, Jr. Boulevard**

as outlined and set out in the bidding documents and in accordance with the terms and provisions of said Contract; and

WHEREAS, Contractor, in response to said Solicitation for Bids, published in The Journal Record has submitted to the Authority in the manner and at the time specified, a sealed proposal in accordance with the terms of this Contract; and

WHEREAS, the Authority in the manner provided by law, has publicly opened, examined, and canvassed the proposals submitted and has determined and declared the above named Contractor to be the lowest responsible bidder on the above described project, and has duly awarded this Contract to said Contractor for the sum named in the proposal, to wit:

Thirty One Thousand Nine Hundred Eighty Dollars and NO/100 (\$31,980).

NOW, THEREFORE, for and in consideration of the mutual agreements and covenants herein contained, the parties to this Contract have agreed and hereby agree as follows:

1. The Contractor shall, in a good and first-class workmanlike manner, at its own cost and expense, furnish all labor, materials, tools and equipment required to perform and complete said work in strict accordance with the Contract Documents, including the Bidding Documents, "Standard Specifications for Construction of Public Improvements," any special provisions, schedules and the plans adopted and approved by the Authority, all of which

documents are on file in the Office of the City Clerk of the City of Oklahoma City and are made a part of this Contract as fully as if the same were herein set out at length, with the following additions and/or exceptions: (if none, so state) None.

2. The Authority shall make payments to the Contractor in the following manner: On or about the first day of each month, the City Engineer, or other appropriate person, will review estimates of the value, based on Contract prices and/or schedule of values of work done and materials incorporated in the work and of materials suitably stored at the site thereof during the preceding calendar month. The Contractor shall furnish to the City Engineer, or other appropriate person, such detailed information as he may request. Each monthly estimate for payment must contain or have attached an affidavit as required by 74 O.S. § 85.22.

3. On completion of the work, but prior to the acceptance thereof by the Authority, it shall be the duty of the City Engineer, or other appropriate person, to determine that said work has been completely and fully performed in accordance with said Contract Documents, and upon making such determination, said official shall make his final certificate to the Authority. The Contractor shall furnish proof that all claims and obligations incurred by him in connection with the performance of said work have been fully paid and settled; said information shall be in the form of an affidavit, which shall bear the approval of the surety on the Contract bonds for payment of the final estimate to the Contractor; thereupon, the final estimate (including retainages) will be approved and paid and the same shall be in full for all claims of every kind and description said Contractor may have by reason of having entered into or arising out of this Contract.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in one (1) original, the day and year first above written.

ATTEST:


(Witness/Secretary)

StanTech, LLC.


~~(Individual - President)~~
CFO

CERTIFICATE OF NONDISCRIMINATION

In connection with the performance under the Contract, the Contractor agrees as follows:

A. The Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin, ancestry, age or disability as defined by the Americans with Disabilities Act of 1990, Sec. 3(2). Contractor shall take affirmative action to ensure that employees are treated without regard to their race, creed, sex, color, national origin, ancestry, age or disability, as defined by the Americans with Disabilities Act of 1990, Sec. 3(2). Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, layoff or termination, rate of pay or other forms of compensation and selection for training, including apprenticeship. The Contractor and Subcontractors shall agree to post in a conspicuous place, available to employees and applicants for employment, notices to be provided by the City Clerk of the City of Oklahoma City setting forth the provisions of this Section.

B. In the event of the Contractor's noncompliance with this Nondiscrimination Certificate, the Contract may be canceled, terminated or suspended by the Contracting Public Entity. The Contractor may be declared by the Contracting Public Entity ineligible for further contracts until satisfactory proof of intent to comply shall be made by the Contractor and/or Subcontractors.

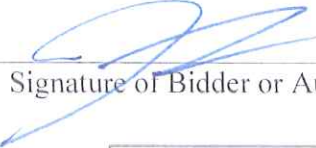
C. The Contractor agrees to include the requirements of this Nondiscrimination Certificate in any subcontracts connected with the performance of this Contract.

I have read the above and agree to abide by these requirements:

**This form must be fully completed and signed by the Contractor or
Contractor's Authorized Agent.**

StanTech LLC

Name of Individual, Partnership, Limited Liability
Company, or Corporation hereinafter called Bidder



Signature of Bidder or Authorized Agent

Joseph Datin, CFO

Type or print name and title of person who signed above

This Certificate is required by Oklahoma City Municipal Code, Chapter 25, Article III § 25-41, as incorporated by reference in the City of Oklahoma City's *Standard Specifications for the Construction of Public Improvements* or otherwise in the Bidding Documents.

PUBLIC CONSTRUCTION PROJECT SUBCONTRACTING PLAN & AFFIDAVIT

The following Affidavit must be submitted by the successful Bidder, or Bidder's Authorized Agent. A Notice to Proceed will not be issued by the City Engineer until the affidavit is received.

The undersigned, of lawful age, being first duly sworn on oath, affirms and states that the Bidder has the authority to execute this Public Construction Project Subcontracting Plan. The bidder further states that they understand the resolution creating the Small, Disadvantaged, Minority and Woman-owned Subcontracting Program adopted by the City Council of the City of Oklahoma City on June 3, 2008.

1. Public Construction Project Subcontracting Plan

A. Outreach - In the space provided below describe in detail your company's efforts regarding outreach to small, minority, disadvantaged and women owned businesses in an effort to utilize their services in conjunction with Project Number 2523 N. MLK OKC.

Associated Environmental Industries (AEI) is the primary (approximately 70%) subcontractor for this project. AEI is a small business, with woman majority ownership. StanTech is a small business

B. Internal Efforts - In the space provided below describe in detail any initiatives in place within your company directed at establishing policies and procedures to ensure that small, minority, disadvantaged and women owned businesses are made aware of and given the opportunity to submit bids for sub-contracting on publicly funded projects.

StanTech has reached out to small businesses and/or 8a firms to team on proposals and projects, and will continue to do so in the future.

A Notice to Proceed for the project listed above will not be issued by the City Engineer until this document is completed and returned to the Public Works department. The document must be completed and signed by the Contractor, and notarized, dated and completed by the Notary Public.

StanTech LLC

Name of Individual, Partnership, Limited Liability Company, or Corporation hereinafter called Bidder

Signature of Contractor or Authorized Agent

Joseph Datin, CFO

Type or print name and title of person who signed above

STATE OF Oklahoma)
) §
COUNTY OF Cleveland)

Signed and sworn to or affirmed before me on this 9th day of June,
2020, by Joseph Datin as the above named Contractor or Contractor's
Authorized Agent.



Jenny Gowens
Notary Public

My Commission expires 5/9/2022
My Commission number 14004251

This Affidavit is required to be submitted with the Contractors' Subcontracting Plan.

CONTRACTOR IDENTIFICATION NUMBERS

This form is to be completed and submitted with the Contract.

Project Number _____

Description: **Underground Storage Tank Removal
Located at 2523 N. Martin Luther King, Jr. Boulevard**

Name of Contractor _____

StanTech LLC

The Contractor provides the following Identification Numbers:

Oklahoma Tax Commission

WTH14339403-02

Oklahoma Employment Security Commission

01-5275418

Internal Revenue Service

81-0923420

Social Security Administration

81-0923420

Contractor is reminded that no Contractor or subcontractor may be employed on this project that is listed by the Commissioner of Labor as ineligible to bid on or be awarded a public works contract or public construction contract. A list of ineligible contractors may be obtained from the Commissioner of Labor.



STANLLC-01

C3JWAGNER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/9/2020

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 have ADDITIONAL INSURED provisions or 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 AssuredPartners dba Front Range Ins Group 2002 Caribou Drive, #101 P.O. Box 270550 Fort Collins, CO 80525	CONTACT NAME: PHONE (A/C, No, Ext): (970) 223-1804 FAX (A/C, No): E-MAIL ADDRESS:
INSURER(S) AFFORDING COVERAGE	
INSURED:	NAIC #
StarTech, LLC 4110 N. Lincoln Blvd. Oklahoma City, OK 73106	INSURER A: Homeland Insurance Company of New York 34452 INSURER B: Valley Forge Insurance Co. 20508 INSURER C: Transportation Insurance Co 20494 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.

INSE LTR	TYPE OF INSURANCE	ADDL SUBR BISO. WVD.	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					
	CLAIMS MADE <input checked="" type="checkbox"/> OCCUR		7930083140001	1/1/2020	1/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GENL AGGR STATE MI APPLIES PER POLICY POLICY PRO-JECT LOC OTHER					
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY					
	ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY		6023791387	1/1/2020	1/1/2021	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR				
	<input checked="" type="checkbox"/> EXCESS LIAB	CLAIMS MADE	7930083150001	1/1/2020	1/1/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 DED. RETENTIONS \$
C	WORKERS COMPENSATION AND EMPLOYERS LIABILITY					
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in MI) If yes, describe in body DESCRIPTION OF OPERATIONS below	Y/N	WC623791356	1/1/2020	1/1/2021	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Prof/Pollution		7930083140001	1/1/2020	1/1/2021	Agg/Occurrence \$ 1,000,000

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

If required by written contract, the following endorsements apply on a blanket basis:

General Liability

OBENVGE301 0/11 Additional Insured-Owners, Lessees or Contractors

OBENVGE304 0/11 Additional Insured-Owners, Lessees or Contractors - Completed Operations

OBENVGE319 0/11 Primary and Non-Contributory Endorsement

OBENVGE320 0/11 Waiver of Subrogation

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

Oklahoma City Urban Renewal Authority
 105 N Hudson Ave, Suite 101
 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



ADDITIONAL REMARKS SCHEDULE

AGENCY AssuredPartners dba Front Range Ins Group		NAMED INSURED StanTech, LLC 4100 N. Lincoln Blvd. Oklahoma City, OK 73105	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
 Auto Liability:
 SCA23500D 1011 Additional Insured by Contract
 CA0444 1013 Waiver of Subrogation
 Primary and NonContributory

Excess Liability:
 Following Form - General Liability, Pollution Liability and Auto Liability including Additional Insured, Following Form-Worker's
 Compensation (Employers Liability)
 OBENVXS300 0411 Waiver of Subrogation
 OBENVXS301 0411 Primary & Non-Contributory Enorsement

Workers Compensation:
 WC0003 03 12 Waiver of Subrogation

*Certificate Holder Con't: The City of Oklahoma City, 420 W. Main st., Suite 400, Oklahoma City, OK 73102

The City of Oklahoma City and its Beneficiary Trusts are included as additional insured, with respect to liability, arising out of the project or event per blanket conditions and forms shown above.
 30 days written notice of cancellation (10 days for non-payment of premium) will be given to the certificate holder.

in consequence of any improper execution of the work or act of omission or use of inferior materials by said Contractor, or his or its agents, servants, or employees, and shall protect and save the Authority harmless from all suits and claims of infringement or alleged infringement of patent rights or processes, then this obligation shall be void; otherwise, this obligation shall remain in full force and effect.

IT IS FURTHER EXPRESSLY AGREED AND UNDERSTOOD by the parties hereto that no changes or alterations in said Contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this bond.

IN WITNESS WHEREOF, the said Contractor has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officer, and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized so to do, the day and year first above written.

Executed this 8TH day of June, 2020 by the Contractor.

StanTech, LLC

ATTEST:


Secretary/Witness

By: 
Authorized Officer

Executed this 8TH day of June, 2020 by the Surety.

North American Specialty Insurance Company
Surety

ATTEST:


Secretary/Witness Vicki Wilson

By: 
Attorney-In-Fact Carey L. Kennemer

REVIEWED for form and legality.

Authority Counsel

APPROVED by the Chairman and Commissioners of **Oklahoma City Urban Renewal Authority** this _____ day of _____, 20_____.

ATTEST:

Secretary

Chairman

STATUTORY BOND

KNOW ALL MEN BY THESE PRESENTS:

That We, StanTech, LLC, as Contractor, and North American Specialty Insurance Company, as Surety, are held and firmly bound unto **Oklahoma City Urban Renewal Authority**, a public body corporate, hereinafter termed "Authority", in the full and just sum of **Thirty One Thousand Nine Hundred Eighty Dollars and NO/100 (\$31,980)**, such sum being equal to 100% of the Contract price for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors and assigns, themselves, and its successors and assigns, jointly and severally, firmly by these presents.

The conditions of this obligation are such, that whereas, the above Bonded Contractor, StanTech, LLC, is the lowest and best bidder for the making of the following Authority work and improvement:

**Underground Storage Tank and Contaminated Soil Removal
Located at 2523 N. Martin Luther King, Jr. Boulevard**

and has entered into a certain written Contract with the Authority on the ___ day of _____, 20___, for the erection and construction of said work and improvement, in exact accordance with the bid of said Contractor, and according to certain plans and specifications theretofore made, adopted and placed on file in the Office of the City Clerk of the City of Oklahoma City.

NOW, THEREFORE, if said Contractor shall fail or neglect to pay all indebtedness incurred by said Contractor or subcontractor of said Contractor who perform work in the performance of said Contract, and such repairs to and rental of machinery and equipment as may be furnished by a subcontractor to the person or persons contracting with the Authority, within thirty (30) days after the same becomes due and payable, the person, firm or corporation entitled thereto may sue and recover on this bond, the amount so due and unpaid.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said Contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, for the obligations of this bond.

IN WITNESS WHEREOF, the said Contractor has caused these presents to be executed

in its name and its corporate seal to be hereunto affixed by its duly authorized officers; and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized so to do, the day and year first above written.

Executed this 8TH day of June, 2020 by the Contractor.

ATTEST:

StarTech LLC
Contractor (name of company)

[Signature]
Secretary/Witness

By: [Signature]
Authorized Officer

Executed this 8TH day of June, 2020 by the Surety.

North American Specialty Insurance Company
Surety

ATTEST:

Vicki Wilson
~~Secretary~~/Witness Vicki Wilson

By: Carey L. Kennemer
Attorney-In-Fact Carey L. Kennemer

REVIEWED for form and legality.

Authority Counsel

APPROVED by the Chairman and Commissioners of the **Oklahoma City Urban Renewal Authority**, this _____ day of _____, 20____.

ATTEST:

Secretary

Chairman

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That We, StanTech, LLC, as Contractor, and North American Specialty Insurance Company _____, as Surety, are held and firmly bound unto the **Oklahoma City Urban Renewal Authority**, a public body corporate, (hereinafter termed "Authority"), in the full and just sum of **Thirty One Thousand Nine Hundred Eighty Dollars and NO/100 (\$31,980)**, such sum being equal to the Contract price for a period of one (1) year, for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, and assigns, themselves, and its successors and assigns, joint and severally, firmly by these presents.

The conditions of this obligation are such that whereas, said Contractor has by a certain Contract between the Contractor and the Authority, dated this ____ day of _____, 20____, agreed to construct in the City of Oklahoma City:

**Underground Storage Tank and Contaminated Soil Removal
Located at 2523 N. Martin Luther King, Jr. Boulevard**

all in compliance with the Contract Documents therefore, made a part of said Contract and on file in the Office of the City Clerk of the City of Oklahoma City; and to maintain the said improvement in the amounts set forth above against any failure due to workmanship or material for a period of one (1) year from the date of acceptance of the project by the Authority.

NOW, THEREFORE, if said Contractor shall pay or cause to be paid to the Authority, all damage, loss, and expense which may result by reason of defective materials and/or workmanship in connection with said work occurring within a period of one (1) year from and after acceptance of said project by the Authority, then this obligation shall be null and void, otherwise to be and remain in full force and effect.

It is further agreed that if the said Contractor or Surety herein shall fail to maintain said improvements against any failure due to defective workmanship and/or material for a period of one (1) year and at any time repairs shall be necessary that the cost of making said repairs shall be determined by the City Council of the City of Oklahoma City, or some person or persons designated by them to ascertain the same, and if, upon thirty (30) days notice, the said amount

ascertained shall not be paid by the Contractor or Surety herein, or if the necessary repairs are not made, the said amount shall become due upon the expiration of thirty (30) days and suit may be maintained to recover the amount so determined in any Court of competent jurisdiction. And that the amount so determined shall be conclusive upon the parties as to the amount due on this bond for the repair or repairs included therein, and that the cost of all repairs shall be so determined from time to time during the life of this bond as the condition of the improvements may require.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said Contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this bond.

IN WITNESS WHEREOF, the said Contractor has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers; and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized so to do, the day and year first above written.

Executed this 8th day of June, 2020 by the Contractor.

ATTEST:

StanTech, LLC
Contractor (name of company)



Secretary/Witness

By: 
Authorized Officer

Executed this 8th day of June, 2020 by the Surety.

North American Specialty Insurance Company
Surety

ATTEST:


Secretary/Witness Vicki Wilson

By: 
Attorney-in-Fact Carey L. Kennemer

REVIEWED for form and legality.

Authority Counsel

APPROVED by the Chairman and Commissioners of the **Oklahoma City Urban
Renewal Authority**, this _____ day of _____, 20_____.

ATTEST:

Secretary

Chairman

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Kansas City, Missouri, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

JOHN K. DEER, VAUGHN P. GRAHAM, VAUGHN P. GRAHAM, JR., STEPHEN M. POLEMAN, TRAVIS E. BROWN, DEBORAH L. RAPER, JAMIE BERRIS, SHILLER SAMSEL, MARK D. NOWELL, CATHY COMBS, VICKI WILSON, JUSTIN K. GREENHAW, CLAYTON HOWELL, CAREY L. KENNEMER, RANDY D. WEBB, AARON WOOLSEY and GARY HIES

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By [Signature]
Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company



By [Signature]
Michael A. Ito, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 11th day of JULY, 2019.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois ss:
County of Cook

On this 11th day of JULY, 2019, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature]
M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this ____ day of _____, 20__.

[Signature]
Jeffrey Goldberg, Vice President & Assistant Secretary of
Washington International Insurance Company & North American Specialty Insurance Company

OKLAHOMA CITY

URBAN

RENEWAL

AUTHORITY

To: Board of Commissioners

From: Catherine O'Connor, Executive Director

Date: June 17, 2020

Ref: Resolution Approving Schematic Design Studies and Authorizing the Executive Director to Approve Design Development Documents, Construction Documents, Landscape Plans, and Evidence of Financing to be Submitted by 700 West 4th, LLC for the Development of Property Located at the Southeast Corner of NW 4th Street and Shartel Avenue, Amended and Reissued Central Business District Urban Renewal Plan (Project Okla R-30)

Background: OCURA and 700 West 4th LLC have entered into a Contract for Sale of Land and Redevelopment for the development of a residential, mixed-use project on property generally located at the southeast corner of NW 4th Street and Shartel Avenue, identified as a portion of Redevelopment Parcel 34-1 in the Urban Renewal Plan consistent with the Urban Renewal Plan. The redeveloper has submitted schematic design studies for approval. It is appropriate and desirable to approve the schematic design studies.

The Redeveloper must also submit Design Development Documents, Construction Documents, Landscape Plans, and evidence of financing capacity for the purchase and development of the Property. In order to assist the Redeveloper in commencing construction as soon as possible it is appropriate and desirable to authorize the Executive Director to approve Design Development Documents, Construction Documents, Landscape Plans, and evidence of financing to be submitted by the Redeveloper for the purchase and development of the Property.

Purpose of Agenda Item: The resolution approves schematic design studies and authorizes the Executive Director to approve design development documents, construction documents, landscape plans and evidence of financing.

Staff Recommendation: Approval of Resolution

Attachments: Schematic Design Studies and Exhibit

RESOLUTION NO. _____

RESOLUTION APPROVING SCHEMATIC DESIGN STUDIES AND AUTHORIZING THE EXECUTIVE DIRECTOR TO APPROVE DESIGN DEVELOPMENT DOCUMENTS, CONSTRUCTION DOCUMENTS, LANDSCAPE PLANS, AND EVIDENCE OF FINANCING TO BE SUBMITTED BY 700 WEST 4TH, LLC FOR THE DEVELOPMENT OF PROPERTY LOCATED AT THE SOUTHEAST CORNER OF NW 4TH STREET AND SHARTEL AVENUE, AMENDED AND REISSUED CENTRAL BUSINESS DISTRICT URBAN RENEWAL PLAN (PROJECT OKLA. R-30)

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

WHEREAS, the Authority and 700 West 4th, LLC (“Redeveloper”) have entered into a Contract for Sale of Land and Redevelopment (“Redevelopment Agreement”) for the development of a primarily residential, mixed-use project on the property generally located at the southeast corner of NW 4th Street and Shartel Avenue, identified as a portion of Redevelopment Parcel 34-1 in the Urban Renewal Plan (“Property”), consistent with the Urban Renewal Plan; and

WHEREAS, pursuant to the Redevelopment Agreement, the Redeveloper has submitted Schematic Design Studies for consideration and approval by the Authority; and

WHEREAS, pursuant to the Redevelopment Agreement, the Redeveloper is to submit to the Authority Design Development Documents, Construction Documents, Landscape Plans, and evidence of financing capacity for the purchase and development of the Property; and

WHEREAS, the Board of Commissioners of the Authority deems it appropriate and desirable to approve the Schematic Design Studies, subject to conditions and exceptions, if any, contained in the approval letter issued pursuant to this resolution; and

WHEREAS, in order to assist the Redeveloper in commencing construction as soon as possible, the Board of Commissioners of the Authority deems it appropriate and desirable to authorize the Executive Director, with the assistance of Legal Counsel, to approve Design Development Documents, Construction Documents, Landscape Plans, and evidence of financing to be submitted by the Redeveloper for the purchase and development of the Property.

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

1. The Schematics Design Studies submitted by the Redeveloper are hereby approved, subject to such limiting conditions and exceptions as may be contained in an approval

letter to be issued by the Executive Director of the Authority, which approval letter the Executive Director is hereby authorized and directed to provide.

2. The Executive Director, with the assistance of Legal Counsel, is hereby authorized to approve the Design Development Documents, Construction Documents, Landscape Plans, and evidence of financing submitted by the Redeveloper for the purchase and development of the Property, consistent with the Redevelopment Agreement, if she determines in her judgment that they are in accordance with the terms of the Redevelopment Agreement.
3. The Officers, 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 evidence the scope and substance of this approval.

I, _____, Secretary of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, certify that the foregoing Resolution No. _____ was duly adopted at a **regular** meeting of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, held by phone at (301) 715-8592 Meeting ID: 850 8693 1433 and online at <https://us02web.zoom.us/j/85086931433?pwd=WGRGdXFYZHRtNnl1THZkbkJMZzhqUT09> on the **17th day of June, 2020**; 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)





ardner

**DROP OFF A MEAL.
NOURISH YOUR SOUL.**
Volunteer for MEALS ON WHEELS

OKLAHOMA CITY

**URBAN
RENEWAL
AUTHORITY**

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

From: Catherine O'Connor, Executive Director

Date: June 17, 2020

Ref: Resolution Supporting the Creation of the Third-Generation Business Improvement District, Improvement and Special Services District No. 6; Ratifying the Executive Director's Execution of Petition to the City; and Authorizing the Executive Director to Participate in the Implementation of Such Business Improvement District

Background: The Downtown Business Improvement District (BID) was established in 2000 and renewed in 2010. The current district expires on September 30, 2020 and the Downtown Oklahoma City Partnership has solicited support for its renewal by requesting that property owners execute a petition seeking approval by the City.

The BID has assisted in the revitalization of downtown Oklahoma City through clean and safe programs, advocacy and promotion. BID assessments support a wide array of services including but not limited to, cleaning of streets and sidewalks, marketing and advertising, special promotion events, the Downtown Guides hospitality program, security, signage, public art and placemaking.

Purpose of Agenda Item: The resolution ratifies the Executive Director's execution of a petition seeking approval of the third-generation BID District No. 6, authorizes the Executive Director to approve or reject the assessments or inclusion of any OCURA property in the BID and authorizes and directs the Executive Director and Legal Counsel to take the necessary actions to execute the authorizations contained in the Resolution.

Staff Recommendation: Approval of Resolution

Attachments: Third-Generation Business Improvement District, Improvement and Special Services District No. 6 Exhibits A-C

RESOLUTION NO. _____

RESOLUTION SUPPORTING THE CREATION OF THE THIRD-GENERATION BUSINESS IMPROVEMENT DISTRICT, IMPROVEMENT AND SPECIAL SERVICES DISTRICT NO. 6; RATIFYING THE EXECUTIVE DIRECTOR'S EXECUTION OF PETITION TO THE CITY; AND AUTHORIZING THE EXECUTIVE DIRECTOR TO PARTICIPATE IN THE IMPLEMENTATION OF SUCH BUSINESS IMPROVEMENT DISTRICT

WHEREAS, The City of Oklahoma City (the "City") has undertaken a program of development and redevelopment of its Central Business District and surrounding entertainment districts through various programs such as MAPS, Amended Downtown/MAPS Economic Development Project Plan, and the Core to Shore Urban Renewal Plan; and

WHEREAS, the Oklahoma City Urban Renewal Authority ("Authority") has been directed and authorized by the City, through authorizations in its various urban renewal plans, to undertake a supportive and implementing role in the redevelopment strategies for the Central Business District; and

WHEREAS, pursuant to a petition of the business and property owners in the Central Business District, and consistent with the Oklahoma Improvement District Act, 11 O.S. §39-101, *et seq.* ("Act"), a business improvement and special service assessment district, commonly known as the "Downtown BID," was adopted and approved by the City on April 10, 2001; and

WHEREAS, under the Act, the City must annually determine the continuation and applicable assessment of the property within an improvement district and provide property owners the opportunity to approve or object to the original assessment and any increase thereafter; and

WHEREAS, in 2010 the business and property owners in the Central Business District and surrounding entertainment districts through Downtown OKC, Inc., implementing entity of the Downtown BID, successfully petitioned the City for the creation of a second-generation Downtown BID that amended the services and functions provided within the Downtown BID boundaries; and

WHEREAS, consistent with the Act, the second-generation of the Downtown BID will terminate on September 30, 2020; and

WHEREAS, the Downtown OKC Partnership (DOKC) is in the process of collecting sufficient signatures for a petition that creates a third-generation Downtown BID, to begin October 1, 2020, that expands the boundaries and defines the services and functions to be provided within the Downtown BID boundaries; and

WHEREAS, the boundaries of the proposed third-generation Downtown BID, as shown on the attached Exhibit A, include areas in which the Authority has overseen development and currently owns property; and

WHEREAS, the services and functions provided by the Downtown BID enhance these areas through the funding of placemaking events and improvements as well as promotion and communication engagement; and

WHEREAS, it is hereby found and determined that the continuation of these services will benefit the areas in which the Authority operates through the implementation of the City's various urban renewal plans; and

WHEREAS, on [_____, 2020], the Executive Director, on behalf of the Authority as a property owner within the proposed Downtown BID boundaries, signed a petition in favor of the proposed third-generation Downtown BID; and

WHEREAS, it is appropriate and desirable to authorize the Executive Director of the Authority to participate in the review, approval, or objection of annual assessments and any other rights and obligations provided to property owners within the proposed third-generation Downtown BID boundaries, consistent with the Act, should the third-generation Downtown BID be approved by the City

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

1. The Authority supports the creation of the proposed third-generation Downtown BID and hereby ratifies the Executive Director's execution of a petition seeking approval of such third-generation Downtown BID by the City.
2. The Executive Director is authorized to approve or object to the original assessment, or any annual assessment thereafter, of the Authority's property located within the proposed third-generation Downtown BID, consistent with the Act.
3. The Executive Director, as may be appropriate in order to carry out the objectives of the Authority or applicable urban renewal plans, is authorized to object to the inclusion of

property owned by the Authority within the proposed third-generation Downtown BID in accordance with the Act.

4. The Executive Director and Legal Counsel are authorized and directed to prepare such documents and take such actions as may be appropriate to carry out the authorizations contained in 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 regular meeting of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, held by phone at (301) 715-8592 Meeting ID: 850 8693 1433 and online at <https://us02web.zoom.us/j/85086931433?pwd=WGRGdXFYZHRtNnl1THZkbkJMZzhqUT09> on the 17th day of June, 2020; 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)

EXHIBIT A

Proposed Third-Generation Downtown BID Boundaries

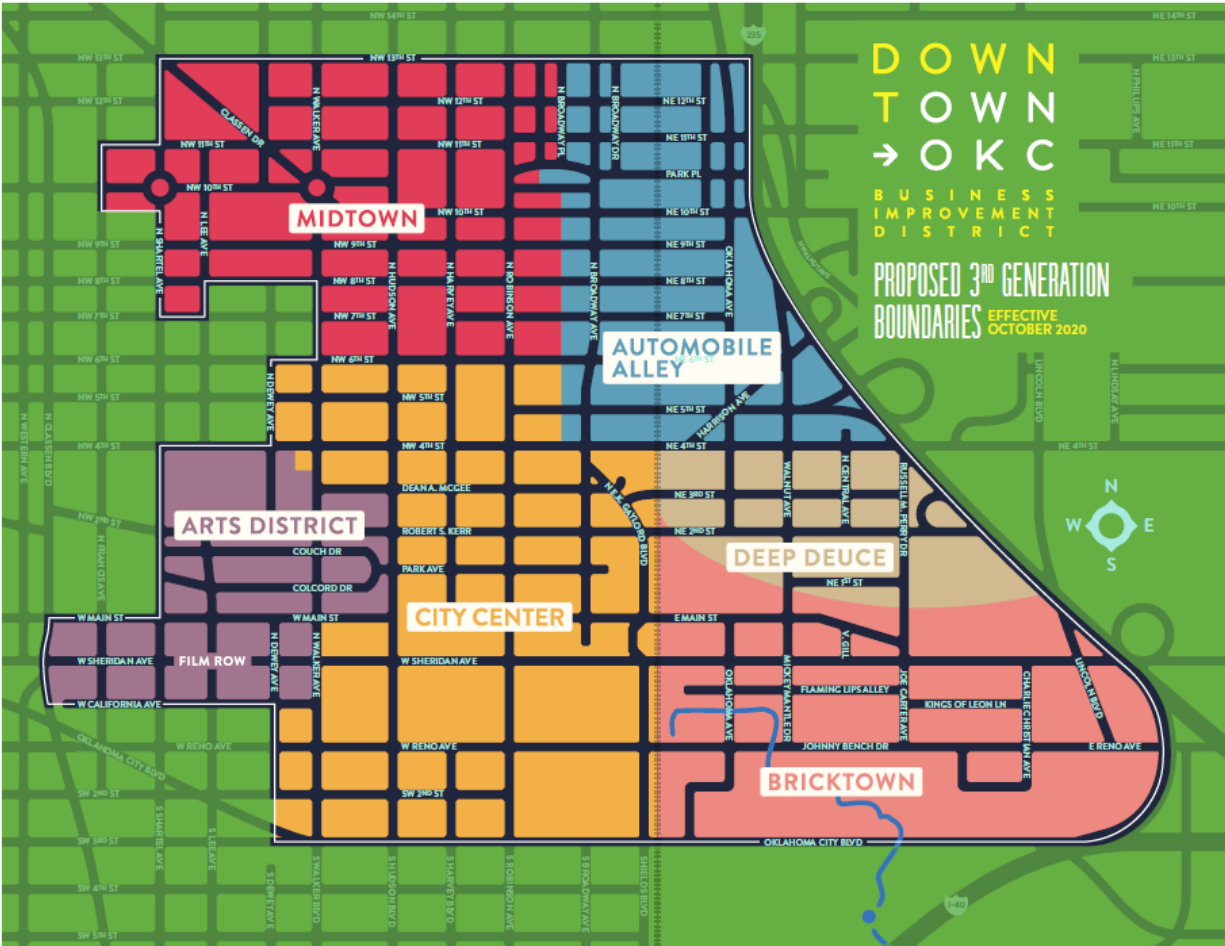


EXHIBIT A: PROPOSED THIRD GENERATION DOWNTOWN BID BOUNDARY

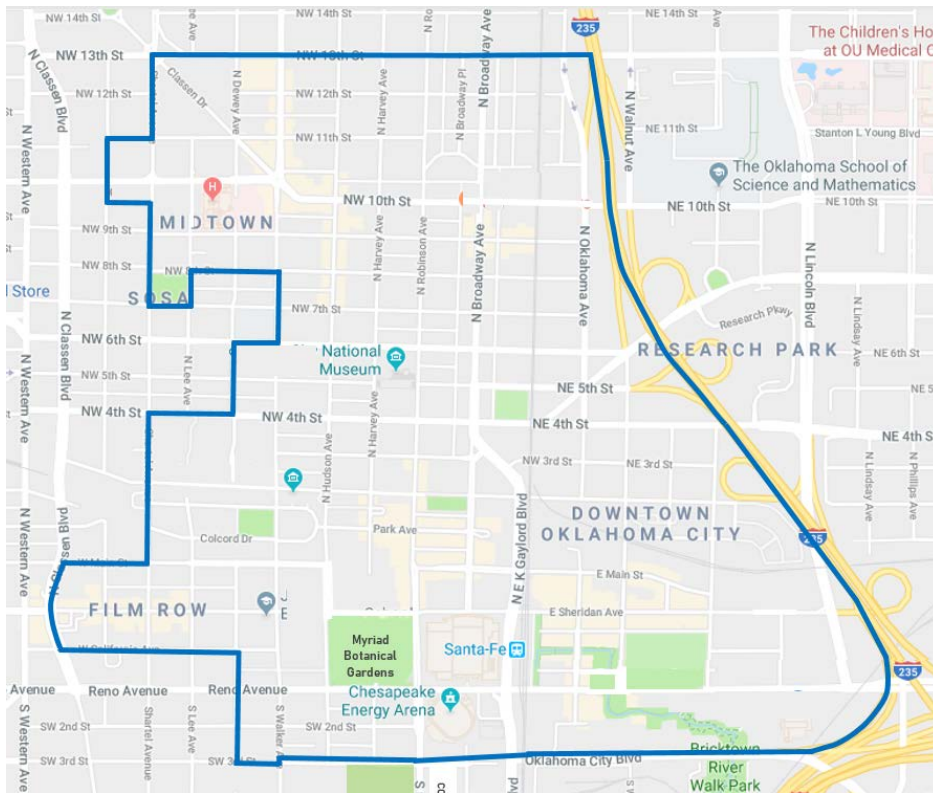


EXHIBIT B: LEGAL DESCRIPTION OF AREA TO BE ASSESSED

A tract of land being a part of Sections Twenty-seven (27), Twenty-eight (28), Thirty-three (33) and Thirty-four (34), Township Twelve (12) North, Range Three (3) West of the Indian Meridian and a part of Sections Three (3) and Four (4), Township Eleven (11) North, Range Three (3) West of the Indian Meridian, being more particularly described as follows:

Beginning at the intersection of the centerline of California Avenue and the centerline of Dewey Avenue, said point being the POINT OF BEGINNING; THENCE West, along and with the centerline of California Avenue to the centerline of Classen Boulevard; THENCE Northerly, along and with the centerline of Classen Boulevard to the centerline of Main Street; THENCE East, along and with the Centerline of Main Street to the centerline of Shartel Avenue; THENCE North, along and with the centerline of Shartel Avenue to the centerline of N.W. 4th Street; THENCE East, along and with the centerline of N.W. 4th Street to the centerline of Dewey Avenue; THENCE North, along and with the centerline of Dewey Avenue to the centerline of N.W. 6th Street; THENCE East, along and with the centerline of N.W. 6th Street to the centerline of Walker Avenue; THENCE North, along and with the centerline of Walker Avenue to the centerline of N.W. 8th Street; THENCE West, along and with the centerline of N.W. 8th Street to the centerline of Lee Avenue; THENCE South, along and with the centerline of Lee Avenue to the centerline of N.W. 7th Street; THENCE West, along and with the centerline of N.W. 7th Street to the centerline of Shartel Avenue; THENCE North, along and with the centerline of Shartel Avenue to the extended centerline of the North East/West Alley in Block One (1) NORTHWEST ADDITION; THENCE West, along and with the centerline of the North East/West Alley in Block One (1) NORTHWEST ADDITION to the centerline of Francis Avenue; THENCE North, along and with the centerline of Francis Avenue to the centerline of N.W. 11th Street; THENCE East, along and with the centerline of N.W. 11th Street to the centerline of Shartel Avenue; THENCE North, along and with the centerline of Shartel Avenue to the centerline of N.W. 13th Street; THENCE East, along and with the centerline of N.W. 13th Street to the centerline of the south bound lanes of Interstate 235; THENCE Southerly, along and with the centerline of the south bound lanes of Interstate 235 to the centerline of the Exit 1C ramp to Oklahoma City Boulevard; THENCE Southwesterly, along and with the centerline of the Exit 1C ramp to Oklahoma City Boulevard to the centerline of the west bound lanes of Oklahoma City Boulevard; THENCE Westerly, along and with the centerline of the west bound lanes of Oklahoma City Boulevard to the centerline of Walker Avenue; THENCE South, along and with the centerline of Walker Avenue to the centerline of S.W. 3rd Street; THENCE West, along and with the centerline of S.W. 3rd Street to the extended centerline of Dewey Avenue; THENCE North, along and with the centerline of Dewey Avenue extended to the POINT OF BEGINNING.

EXHIBIT C: METHOD OF ASSESSMENT

The proposed method of assessment for the Downtown Oklahoma City BID is outlined below and relies on net assessed value, street frontage, and amenity frontage (determined to be direct or indirect benefit allocation,) as the variables for calculating assessments.

Assessment Allocation	Zone	Description/Rationale
75% Assessed Value; 25% Parcel Frontage	Districtwide Services	Services are intended to upgrade the overall image, economic vitality and appearance of downtown. Image and economic vitality benefits property occupancy and appreciation (value), appearance improvements are concentrated on sidewalks (frontage). The assessed value of any one parcel is to be capped at \$11,000,000 of net assessed value for the purposes of calculating BID assessments.
100% Parcel Frontage	Street Level Services	A uniform standard of cleanliness in public areas will provide a direct benefit to the sidewalk and frontage of all properties.
Amenity Frontage: 75% Direct Benefit; 25% Indirect Benefit	Underground	Properties within the Underground amenity zone pay for benefits such as marketing, maps, wayfinding signage; maintenance; security; beautification and art; wireless internet, music and television services in the Underground. The linear frontage of any one direct access parcel within the Underground amenity zone is to be capped at 1 foot for every 250 square feet of building area for the purposes of calculating assessments associated with this zone.
Amenity Frontage: 50% Direct Benefit; 50% Indirect Benefit	Bricktown Canal	Properties within the Bricktown Canal amenity zone pay for benefits such as supplemental canal security; landscaping installation, watering, trimming, pruning, and maintenance; seasonal color changes; tree planting and removal; general maintenance; cleaning, power washing, trash collection, and sweeping; minor hardscape, irrigation and electrical repairs, and canal signage.
50% Assessed Value; 50% Parcel Frontage	Bricktown Sub-District	All properties in benefit zone pay for benefits in that specific area. Weighted to provide equitable benefit to improved and unimproved properties.
50% Assessed Value; 50% Parcel Frontage	Automobile Alley Sub-District	All properties in benefit zone pay for benefits in that specific area. Weighted to provide equitable benefit to improved and unimproved properties.
50% Assessed Value; 50% Parcel Frontage	Midtown Sub-District	All properties in benefit zone pay for benefits in that specific area. Weighted to provide equitable benefit to improved and unimproved properties.
50% Assessed Value; 50% Parcel Frontage	Deep Deuce Sub-District	All properties in benefit zone pay for benefits in that specific area. Weighted to provide equitable benefit to improved and unimproved properties.

To read the full Operating Plan, which outlines assessment methodology in greater detail, please visit www.DowntownOKC.com.

OKLAHOMA CITY

URBAN

RENEWAL

AUTHORITY

To: Board of Commissioners

From: Catherine O'Connor, Executive Director

Date: June 17, 2020

Ref: Resolution Approving a Redevelopment Agreement with AE Silva Properties, LLC, for Two-Family (Duplex) Residence on Lots 28-30, Block 28, Oak Park Amended Addition, John F. Kennedy Urban Renewal Plan

Background: In 2018, OCURA issued a Request for Proposals from builders and real estate developers for development of residential homes on scattered lots in the JFK Urban Renewal Area. AE Silva Properties, LLC propose to build a residential duplex home on OCURA property located near the intersection of North Kate Avenue and Northeast 7th Street in the Oak Park Amended Addition in accordance with design guidelines established by OCURA. A redevelopment agreement has been negotiated.

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

Staff Recommendation: Approval of Resolution

Attachments: Redevelopment Agreement, Special Warranty Deed and Map Exhibit

RESOLUTION NO. _____

RESOLUTION APPROVING A REDEVELOPMENT AGREEMENT WITH AE SILVA PROPERTIES, LLC, FOR DEVELOPMENT OF A TWO-FAMILY (DUPLEX) RESIDENCE ON LOTS 28–30, BLOCK 28, OAK PARK AMENDED ADDITION, JOHN F. KENNEDY URBAN RENEWAL PLAN

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

WHEREAS, the Executive Director and Legal Counsel have negotiated a Contract for Sale of Land and Redevelopment (“Redevelopment Agreement”) with AE Silva Properties, LLC, an Oklahoma limited liability company (“Redeveloper”), for development of a two-family (duplex) residence on Lots 28–30, Block 28, Oak Park Amended Addition, and recommend the Redevelopment Agreement for approval; and

WHEREAS, the proposed purchase price contained in the proposed Redevelopment Agreement is determined to be not less than the fair value of the Property for uses in accordance with the Urban Renewal Plan, and the restrictions upon, and the covenants, conditions, and objectives assumed by the Redeveloper, as established by the reuse appraisal currently on file at the offices of the Authority; and

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

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

1. The proposed Redevelopment Agreement with the Redeveloper is hereby approved, and the Executive Director and Officers of the Authority are authorized to execute the Redevelopment Agreement and to take such actions and execute such documents as may be necessary to undertake the redevelopment in accordance with the approved Redevelopment Agreement, including making such modifications and corrections as are advised by Legal Counsel and are necessary and desirable.
2. The Officers of the Authority, Executive Director, and Legal Counsel are authorized to execute such documents and take such actions as may be necessary or appropriate to implement this authorization and to implement the provisions of the Redevelopment Agreement.
3. The purchase price of \$0.60 per square foot, to be based on a survey of the property to be commissioned by the Authority, is determined to be an amount not less than the fair value of the Property for uses in accordance with the Urban Renewal Plan, and the restrictions upon, and the covenants, conditions, and objectives assumed by the Redeveloper in the Redevelopment Agreement.

4. The Executive Director is authorized to review and approve submissions made by the Redeveloper pursuant to the Redevelopment Agreement and to impose requirements with respect thereto, if appropriate.

I, _____, Secretary of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, certify that the foregoing Resolution No. _____ was duly adopted at a **regular** meeting of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, held by phone at (301) 715-8592 Meeting ID: 850 8693 1433 and online at <https://us02web.zoom.us/j/85086931433?pwd=WGRGdXFYZHRtNnl1THZkbkJMZzhqUT09> on the **17th day of June, 2020**; that said meeting was held in accordance with the By-Laws of the Authority and the Oklahoma Open Meetings Act; that any notice required to be given of such meeting was properly given; that a quorum was present at all times during said meeting; and that the Resolution was duly adopted by a majority of the Commissioners present.

SECRETARY

(SEAL)

CONTRACT FOR SALE OF LAND AND REDEVELOPMENT

BETWEEN

OKLAHOMA CITY URBAN RENEWAL AUTHORITY

AND

AE SILVA PROPERTIES, LLC

**CONTRACT FOR SALE OF LAND AND REDEVELOPMENT
BETWEEN
OKLAHOMA CITY URBAN RENEWAL AUTHORITY
AND
AE SILVA PROPERTIES, LLC**

This CONTRACT FOR SALE OF LAND AND REDEVELOPMENT (“Agreement”) is made this ____ day of _____, 20____ (“Effective Date”), by and between the OKLAHOMA CITY URBAN RENEWAL AUTHORITY, a public body corporate established pursuant to Oklahoma Urban Renewal laws, 11 O.S. § 38-101, *et seq.* (“Act”), and having its offices at 105 North Hudson, Suite 101, Oklahoma City, Oklahoma 73102 (“Authority”); and AE SILVA PROPERTIES, LLC, an Oklahoma limited liability company, having a mailing address of P.O. Box 720538, Oklahoma City, OK 73172 (“Redeveloper”).

WITNESSETH:

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

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

WHEREAS, the Authority has offered to sell and the Redeveloper is willing to purchase and redevelop certain real property located in the Project Area, as more particularly described in Schedule A annexed hereto and made a part hereof (“Property”).

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

ARTICLE 1. SALE OF PROPERTY AND PURCHASE PRICE

Subject to the terms, covenants and conditions of this Agreement, the Authority will sell the Property to the Redeveloper for and in consideration of all the Redeveloper’s obligations under this Agreement. Moreover, the Redeveloper will purchase the Property from the Authority and paying therefor the sum of \$0.60 per square foot of land within the Property (“Purchase Price”), which square footage will be determined by reference to a land survey of the Property commissioned by the Authority. The Purchase Price represents the Property’s fair reuse value of \$0.60 per square foot as established by the reuse appraisal

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

ARTICLE 2. CONVEYANCE OF PROPERTY

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

ARTICLE 3. OBLIGATIONS OF THE REDEVELOPER AND THE AUTHORITY

- 3.1 Execution of the Urban Renewal Plan.** The Redeveloper agrees to improve the Property in accordance with the Urban Renewal Plan by constructing a new two-family (duplex) residence as stipulated below:

- (a) The residence shall meet or exceed the design guidelines adopted by the Authority in the Oklahoma City Urban Renewal Authority (OCURA) Northeast Residential Design Standards, a copy of which has been made available to the Redeveloper.
- (b) The residence shall be situated on the Property, constructed, and landscaped in substantial conformance to all applicable City regulations.

3.2 Submittal of Redevelopment Plan. The Redeveloper shall, no later than sixty (60) days before the date construction is to commence pursuant to Section 3.6 below, submit to the Authority a Redevelopment Plan that illustrates the residence's compliance with Section 3.1 above. The residence and all ancillary improvements Redeveloper constructs must reflect the content of an approved Redevelopment Plan. Such Redevelopment Plan shall include:

- (a) **Design Documents.** Drawings, site plans, floor plans, elevations, and other documents illustrating the scale of the residence, as well as plans fixing and describing the size and character of the residence as to structural, mechanical, and electrical systems, any development phasing proposed, and other such essentials as may be determined by the Authority;
- (b) **Project Budget.** A budget showing, at a level of detail satisfactory to the Authority, the full cost of the construction of the residence and appurtenant site improvements ("Improvements");
- (c) **Evidence of Financing Capacity.** Evidence satisfactory to the Authority that the Redeveloper has sufficient financing capacity and any commitments necessary to fund the full cost of the construction of the residence and Improvements; and
- (d) **Construction Contract.** A form of construction contract between the Redeveloper and a licensed construction contractor.

3.3 Review of Redevelopment Plan. The Authority, in its discretion, may approve the Redevelopment Plan in sufficient detail to permit fast-track construction. The Authority shall issue its approval, rejection, or further requirements within fifteen (15) days after receipt of the Redevelopment Plan.

3.4 Approved Redevelopment Plan Required Prior to Commencement Date, Condition Precedent to Conveyance. The Redeveloper's submittal of a Redevelopment Plan to the Authority and the Authority's approval of that Redevelopment Plan by the Authority must occur prior to the date construction is to commence pursuant to Section 3.6 below. An approved Redevelopment Plan is a condition precedent to the Authority's obligation to convey the Property to the Redeveloper under Article 2 above.

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

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

Commencement Date: August 1, 2020

Completion Date: July 30, 2021

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

3.8 Certificates of Completion. Promptly after completion of the residence and Improvements, the Authority will furnish the Redeveloper with an appropriate instrument certifying satisfactory completion of the same. Such certification by the Authority shall be a conclusive determination of satisfaction and termination of the agreements and covenants in this Agreement and in the Deed(s) with respect to construction of the residence and Improvements. The certification provided for in this section shall be delivered to the Redeveloper in a suitable form as will enable it to be recorded in the proper office for the recording of deeds and other instruments pertaining to the Property.

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

ARTICLE 4. RESTRICTIONS AFFECTING PROPERTY

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

- (a) The Property is limited to uses specified in the Urban Renewal Plan.

- (b) Neither the owner, the assigns, nor any successor(s) in interest shall discriminate upon the basis of race, color, creed, or national origin in the sale, lease, or rental, use or occupancy of the Property or any improvements erected or to be erected thereon, or any part thereof.
- (c) Neither the owner, the assigns, nor any successor(s) in interest shall use or extract groundwater from the Property, or construct pumps, drills, or wells for the purpose of extracting groundwater from the Property, unless and except such use or extraction is for purposes of monitoring water quality of the groundwater.

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

- (a) The covenants provided in Sections 4.1(a), 4.1(b) and 4.1(c) shall be covenants running with the land and shall be binding, for the benefit of, and enforceable by, the Authority, its successors and assigns, the City and any successor in interest to the Property, and the United States (in the case of the covenant provided in Sections 4.1(b) and 4.1(c)), against the Redeveloper, its successors and assigns, and every successor in interest to the Property
- (b) The agreements and covenants provided in Section 4.1(a) shall remain in effect from the date of the Deed(s) until January 1, 2040.
- (c) The agreements and covenants provided in Sections 4.1(b) and 4.1(c) shall remain in effect without limitation as to time; provided that such agreements and covenants shall be binding on the Redeveloper and each party in succession, possession, or occupancy of the Property or part thereof.

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

4.4 Prohibition against Assignment and Transfer. The Redeveloper may not make or create, nor allow to be made or created, any total or partial sale, assignment conveyance, or lease, or any trust or power, or transfer in any other mode or form—including a change in the qualifications and identity of the Redeveloper or its stockholders, partners (general

or limited), or membership—of the Property, or any part or interest in the Property or this Agreement, without the prior written approval of the Authority. The Redeveloper shall be free to transfer the Property without written consent of the Authority following the issuance by the Authority of the Certificate of Completion as set forth in Section 3.6; provided, a transferee expressly assumes any outstanding obligations of the Redeveloper under this Agreement.

ARTICLE 5. REMEDIES

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

5.2 Termination Prior to Conveyance. In the event that, prior to the conveyance of the Property from the Authority to the Redeveloper:

- (a) The Redeveloper furnishes evidence satisfactory to the Authority that it has been unable, despite diligent efforts, to obtain financing for the construction of the residence and/or Improvements on a basis and on terms that would generally be considered satisfactory for developers for the residence and/or Improvements of the nature contemplated by this Agreement; or
- (b) The Authority shall fail to perform any of its covenants or obligations under this Agreement that are to be performed prior to conveyance of the Property, and any such failure shall not be cured within thirty (30) days after the date of written demand by the Redeveloper; or
- (c) The Redeveloper shall reasonably determine within ninety (90) days from the date of this Agreement that the Property is not free of all contamination requiring remediation; or
- (d) The Redeveloper, in violation of Section 4.4 of this Agreement, either (1) assigns or attempts to assign this Agreement or any rights in this Agreement or in the Property, or (2) causes or allows any change in the ownership or identity of the parties in control of the Redeveloper; or
- (e) The Redeveloper fails to submit a Redevelopment Plan pursuant to Section 3.2 by the Commencement Date listed in Section 3.6;

then this Agreement, and any rights of either party in this Agreement or arising from this Agreement with respect to the Property may, at the option of either party, be terminated, in which event neither the Redeveloper nor the Authority shall have any further rights against or liability to the other under this Agreement.

5.3 Revesting of Title in Authority upon Happening of Event Subsequent to Conveyance.

In the event that subsequent to conveyance of the Property to the Redeveloper and prior to completion of the residence and/or Improvements, as certified by the Authority:

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

then the Authority shall have the right to reenter and take possession of the Property and to terminate (and revest in the Authority) the estate conveyed by the Deed(s) to the Redeveloper; provided, that such condition subsequent and any revesting of title as a result in the Authority:

- (d) shall always be subject to and limited by, and shall not defeat, render invalid, or limit in any way (i) the lien of any mortgage authorized by this Agreement, and (ii) any rights or interests provided in this Agreement for the protection of the holders of such mortgages; and
- (e) shall not apply to individual parts or parcels of the Property (or, in the case of parts or parcels leased, the leasehold interest) on which the residence or Improvements to be constructed thereon have been completed in accordance with this Agreement and for which a Certificate of Completion is issued therefor as provided in Section 310 hereof.

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

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

ARTICLE 6. MISCELLANEOUS

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

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

AE Silva Properties, LLC
c/o Erick Silva
P.O. Box 720538
Oklahoma City, Oklahoma 73172; and

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

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

- (c) At such other address with respect to either such party as that party may from time to time communicate in writing to the other.
- 6.3 Conflict of Interests.** No member, official, representative, or employee of the Authority shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official, or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership, or association in which he is, directly or indirectly, interested.
- 6.4 Authority Representatives Not Individually Liable.** No member, official, representative or employee of the Authority shall be personally liable to the Redeveloper, or any successor in interest, in the event of any default or breach by the Authority or for any amount which may become due to the Redeveloper or successor on any obligations under the terms of the Agreement.
- 6.5 No Brokerage Agreement.** Each party to this Agreement represents to the other party that the sale of land pursuant to this Agreement has not involved any broker nor is any party liable for the payment of a brokerage commission in connection with the negotiation of this Agreement or the sale of land pursuant to this Agreement. Each party agrees to indemnify and hold harmless each other party from any and all liability, loss, claim or expenses arising out of any breach of their respective representations in this Section.
- 6.6 Applicable Law; Severability; Entire Agreement.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma governing agreements made and fully performed in Oklahoma. If any provisions of this Agreement shall become invalid or unenforceable, then the remainder shall remain valid and enforceable to the fullest extent permitted by law. This Agreement sets forth the entire understanding between the parties with respect to its subject matter, there being no terms, conditions, warranties or representations with respect to its subject matter other than those contained herein. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors and assigns.
- 6.7 Amendments to Agreement.** This Agreement may not be changed orally, but only by an agreement in writing and signed by the parties hereto.
- 6.8 Third Parties.** Except as expressly provided otherwise in this Agreement, the provisions of this Agreement are for the exclusive benefit of the parties hereto and not for the benefit of any other persons, as third-party beneficiaries or otherwise, and this Agreement shall not be deemed to have conferred any rights express or implied, upon any other person or entity.
- 6.9 No Partnership Created.** This Agreement specifically does not create any partnership or joint venture between the parties hereto, or render any party liable for any of the debts or obligations of any other party.

- 6.10 Time is of the Essence.** The parties understand and agree that time is of the essence with regard to all the terms and provisions of this Agreement.
- 6.11 Provisions Not Merged with Deed(s).** None of the provisions of this Agreement are intended to or shall be merged by reason of any deed transferring title to the Property from the Authority to the Redeveloper or any successor in interest, and any such deed shall not be deemed to affect or impair the provisions and covenants of this Agreement.
- 6.12 Equal Employment Opportunity.** The Redeveloper, for itself and its successors and assigns, agrees that during the construction of the residence and Improvements provided for in this Agreement:
- (a) The Redeveloper will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Redeveloper will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Redeveloper agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Authority setting forth the provisions of this nondiscrimination clause.
 - (b) The Redeveloper will, in all solicitations or advertisements for employees placed by or on behalf of the Redeveloper, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
 - (c) The Redeveloper will send to each labor union or representative of workers with which the Redeveloper has a collective bargaining agreement or other contract or understanding, a notice, to be provided, advising the labor union or workers' representative of the Redeveloper's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employee and applicants for employment.
 - (d) The Redeveloper will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - (e) The Redeveloper will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and of the rules, regulations, and orders of the Secretary of Labor or the Secretary of Housing and Urban Development pursuant thereto, and will permit access to the Redeveloper's

books, records, and accounts by the Authority, the Secretary of Housing and Urban Development, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- (f) In the event of the Redeveloper's noncompliance with the non-discrimination clauses of this Section, or with any of the said rules, regulations, or orders, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Redeveloper may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with the procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (g) The Redeveloper will include the provisions of Paragraphs (a) through (g) of this Section in every contract or purchase order dealing with the construction of the Improvements, and will require the inclusion of these provisions in every written subcontract entered into by any of its contractors, unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each such contractor, subcontractor, or vendor, as the case may be. The Redeveloper will take such action with respect to any construction contract, subcontract, or purchase order as the Authority or the Department of Housing and Urban Development ("HUD") may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Redeveloper becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Authority or HUD, the Redeveloper may request the United States to enter into such litigation to protect the interests of the United States. For the purpose of including such provisions in any construction contract, subcontract, or purchase order, as required hereby, the first three lines of this Section shall be changed to read, "During the performance of this Contract, the Contractor agrees as follows:" and the term "Redeveloper" shall be changed to "Contractor."

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

- (a) The work to be performed under this Agreement is on a project assisted under a program providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u ("Section 3").

Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns that are located in, or owned in substantial part by persons residing in the area of the project.

- (b) The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of HUD set forth in 24 C.F.R. Part 135, and all applicable rules and orders of the HUD issued under that provision prior to the execution of this Agreement. The parties to this Agreement certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.
- (c) The Redeveloper will require each contractor employed by the Redeveloper to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of the contractor's commitments under this Section 3 clause and shall require each such contractor to post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- (d) The Redeveloper will require each contractor employed by the Redeveloper to include this Section 3 clause in every subcontract for work in connection with this Agreement and will, at the direction of the Authority or City, require such contractor to take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of HUD, 24 C.F.R. Part 135. The contractor will not subcontract with any subcontractor where it has actual notice or knowledge that the latter has been found in violation of regulations under 24 C.F.R. Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- (e) Compliance with the provisions of Section 103, the regulations set forth in 24 C.F.R. Part 135, and all applicable rules and orders of HUD issued under that provision prior to execution of this Agreement, shall be a condition of the federal financial assistance provided to the Project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 C.F.R. Part 135.

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

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

[SIGNATURE PAGES TO FOLLOW]

AUTHORITY:

OKLAHOMA CITY URBAN RENEWAL AUTHORITY,
a public body corporate

Catherine O'Connor, Executive Director

ACKNOWLEDGMENT

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

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

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

NOTARY PUBLIC

My Commission Number: _____
My Commission Expires: _____

(Seal)

SCHEDULE A
PROPERTY DESCRIPTION

Lots Twenty-eight (28), Twenty-nine (29), Thirty (30), in Block Twenty-eight (28), OAK PARK AMENDED ADDITION to Oklahoma City, Oklahoma County, Oklahoma, according to the recorded plat thereof.

**SCHEDULE B
TITLE EXCEPTIONS**

[insert title exceptions from title commitment]

**SCHEDULE C
FORM OF DEED**

[insert form deed]

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

AE Silva Properties, LLC
P.O. Box 720538
Oklahoma City, OK 73172

**EXEMPT DOCUMENTARY STAMPS
O.S. TITLE 68, ART. 32, SECTION 3202**

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

SPECIAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, an urban renewal plan for a blighted area in Oklahoma City designated the John F. Kennedy Urban Renewal Plan, Project Okla. R-35 (“Urban Renewal Plan”) has been adopted and approved by the City Council of the City of Oklahoma City, which Urban Renewal Plan, as it exists on the date hereof, is recorded in the office of the City Clerk of Oklahoma City, Oklahoma; and

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

WHEREAS, the Oklahoma City Urban Renewal Authority and AE Silva Properties, LLC, have heretofore entered into a Contract for Sale of Land and Redevelopment, dated the ____ day of _____, 20____ (“Redevelopment Agreement”), whereby AE Silva Properties, LLC, agreed to undertake the redevelopment of certain real property located in the project area in accordance with the public purposes and provisions of the applicable, state and local laws and requirements under which the Urban Renewal Plan has been undertaken; and

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

NOW, THEREFORE, this Deed, made this ____ day of _____, 20____, by and between the **OKLAHOMA CITY URBAN RENEWAL AUTHORITY** (“Grantor”), acting herein pursuant to the above-mentioned law, and **AE SILVA PROPERTIES, LLC** (“Grantee[s]”).

WITNESSETH:

That, for and in consideration of the sum of _____ DOLLARS and NO/100s (\$_____) and other good and valuable consideration, receipt of which is hereby acknowledged, the Grantor does, by this Special Warranty Deed, grant, bargain, sell and convey unto the Grantee(s) to have and to hold the following described land and premises, situated in Oklahoma City, Oklahoma County, and more particularly described on Exhibit A attached hereto, together with all and singular, the hereditament and appurtenances thereunto belonging or in any wise appertaining to the above-described land, including all right, title, and interest in and to vacated streets and alleys abutting thereon, **LESS AND EXCEPT** any interest in and to oil, gas, coal, metallic ores, and other minerals therein and thereunder previously reserved or conveyed of record, **AND SUBJECT TO** the matters described in Exhibit B attached hereto.

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

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

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

THIRD: The Grantee(s) shall commence promptly the construction of the aforesaid improvements on the property hereby conveyed in accordance with the said construction plans and shall prosecute diligently the construction of said improvements to completion: provided, that in any event, construction shall commence no later than August 1, 2020, and shall be completed no later than July 30, 2021.

FOURTH: Until the Grantor certifies that all the aforesaid improvements specified to be done and made by the Grantee(s) have been completed, the Grantee(s) shall have no power to convey the property hereby conveyed or any part thereof without the prior written consent of the Grantor except to a mortgagee under a mortgage permitted by this Deed.

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

SIXTH: The Grantee(s) agree for themselves and any successor in interest not to use or extract groundwater from the Property, or construct pumps, drills, or wells for the purpose of extracting groundwater from the Property, unless and except such use or extraction is for purposes of monitoring water quality of the groundwater.

The covenants and agreements contained in the covenant numbered FIRST shall terminate on January 1, 2040. The covenants and agreements contained in covenants numbered SECOND, THIRD, and FOURTH shall terminate on the date the Grantor issues the Certificate of Completion as herein provided except only that the termination of the covenant numbered SECOND shall in no way be construed to release the Grantee(s) from their obligation to pay real estate taxes or assessments (or payments in lieu thereof) on the property hereby conveyed or any part thereof. The covenant numbered FIFTH and SIXTH shall remain in effect without any limitation as to time.

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

1. Shall always be subject to and limited by, and shall not defeat, render invalid, or limit in any way:
 - (a) the lien of the mortgages permitted by this Deed, including, without limitation, mortgage liens created pursuant to the Approved Financing; and
 - (b) any rights or interests provided in the Redevelopment Agreement for the

protection of the holders of any such mortgage; and

- (c) the rights and remedies of the holders of the mortgages executed and delivered by Grantee(s) pursuant to the Approved Financing.

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

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

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

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

The Grantor shall each be deemed a beneficiary of covenants numbered FIRST through SIXTH, the City of Oklahoma City shall be deemed a beneficiary of covenants numbered FIRST, FIFTH and SIXTH; and the United States shall be deemed a beneficiary of the covenants numbered FIFTH and SIXTH; and such covenants shall run in favor of the Grantor, the City of Oklahoma City and the United States for the entire period during which such covenants shall be in force and effect, without regard to whether the Grantor, the City of Oklahoma City or the United States is or remains an owner of any land or interest therein to which such covenants relate. As such beneficiary, the Grantor, in the event of any breach of any such covenant, the City of Oklahoma City, in the event of breach of covenants numbered FIRST, FIFTH and SIXTH, and the United

States, in the event of any breach of the covenants numbered FIFTH and SIXTH, shall each have the right to exercise all the rights and remedies, and to maintain any actions at law or suits in equity or other proper proceedings to enforce the curing of such breach, to which beneficiaries of such covenant may be entitled.

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

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

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

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

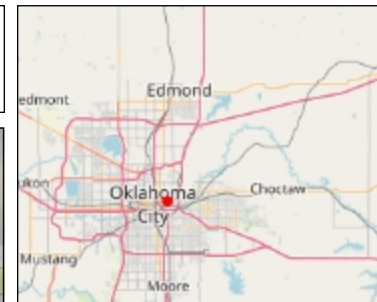
[SIGNATURE PAGES TO FOLLOW]

EXHIBIT A
PROPERTY DESCRIPTION

Lots Twenty-eight (28), Twenty-nine (29), Thirty (30), in Block Twenty-eight (28), OAK PARK AMENDED ADDITION to Oklahoma City, Oklahoma County, Oklahoma, according to the recorded plat thereof.

EXHIBIT B
TITLE EXCEPTIONS

[insert title exceptions from title commitment]



Legend

- Sections (>1:40,000)
- Parcels
- OK County Boundary

1: 2,257



0.1 0 0.04 0.1 Miles

Notes

R021688020

OKLAHOMA CITY

URBAN

RENEWAL

AUTHORITY

To: Board of Commissioners
From: Catherine O'Connor, Executive Director
Date: June 17, 2020
Ref: Resolution Authorizing the Disposition of Property Located West of Robinson Avenue in between West Reno Avenue and Southwest 2nd Street; Core to Shore Urban Renewal Project

Background: OCURA is engaged in carrying out the Core to Shore Urban Renewal Plan for the redevelopment of an area within the City of Oklahoma City and is current fee simple owner of Lots 1 and 2, the east 17 feet of Lot 3, and Lots 29, 30, 31 and 32, all in Block 3 of South Oklahoma Addition, together with the vacated portion of the adjoining alley. Approximately 6,580-square-foot portion of the property immediately adjacent to Robinson Avenue lies within the existing Robinson Avenue right-of-way and should be conveyed to the City. It is appropriate and desirable to convey this portion of the property to the City.

Approximately 18,360-square-foot remainder of the property is not independently developable due to its relative size and narrow width. It is appropriate and desirable to convey the this portion of the property to the adjacent property owner, REHCO Downtown Development, LLC for no less than its fair value, to be incorporated into the future development. The proposed purchase price of \$1,060,000 is determined to be not less than the fair value in accordance with the Urban Renewal Plan.

Purpose of Agenda Item: The resolution authorizes the disposition of property.

Staff Recommendation: Approval of Resolution

Attachments: Agreement, Quit Claim Deed, Warranty Deed

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE DISPOSITION OF PROPERTY LOCATED WEST OF ROBINSON AVENUE IN BETWEEN WEST RENO AVENUE AND SOUTHWEST 2nd STREET, CORE TO SHORE URBAN RENEWAL PROJECT

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

WHEREAS, the Authority is current fee simple owner of Lots 1 and 2, the east 17 feet of Lot 3, and Lots 29, 30, 31 and 32, all in Block 3 of South Oklahoma Addition, together with the vacated portion of the adjoining alley (“Property”) (see illustration on Exhibit A); and

WHEREAS, an approximately 6,580-square-foot portion of the Property immediately adjacent to Robinson Avenue, as described and depicted on Exhibit B to this Resolution (“Robinson Portion”), lies within the existing Robinson Avenue right-of-way and should be conveyed to the City; and

WHEREAS, Section 38-109(C) of the Oklahoma Urban Renewal Law authorizes the Authority to convey property to the City without appraisal; and

WHEREAS, the approximately 18,360-square-foot remainder of the Property, as described and depicted on Exhibit C to this Resolution (“West Portion”), is not independently developable due to its relative size and narrow width; and

WHEREAS, it is appropriate and desirable to convey the West Portion to the adjacent property owner, REHCO Downtown Development, LLC (“REHCO”), for no less than its fair value, to be incorporated into the future development of such adjacent property; and

WHEREAS, it is appropriate and desirable to authorize the dispositions of Property as follows:

1. Conveyance of the Robinson Portion to the City at no cost, and
2. Conveyance of the West Portion to REHCO for no less than its fair value; and

WHEREAS, the proposed purchase price of \$1,060,000 for the West Portion to REHCO is determined to be not less than the fair value of such West Portion for uses in accordance with the Urban Renewal Plan; and

WHEREAS, the proposed dispositions further 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:

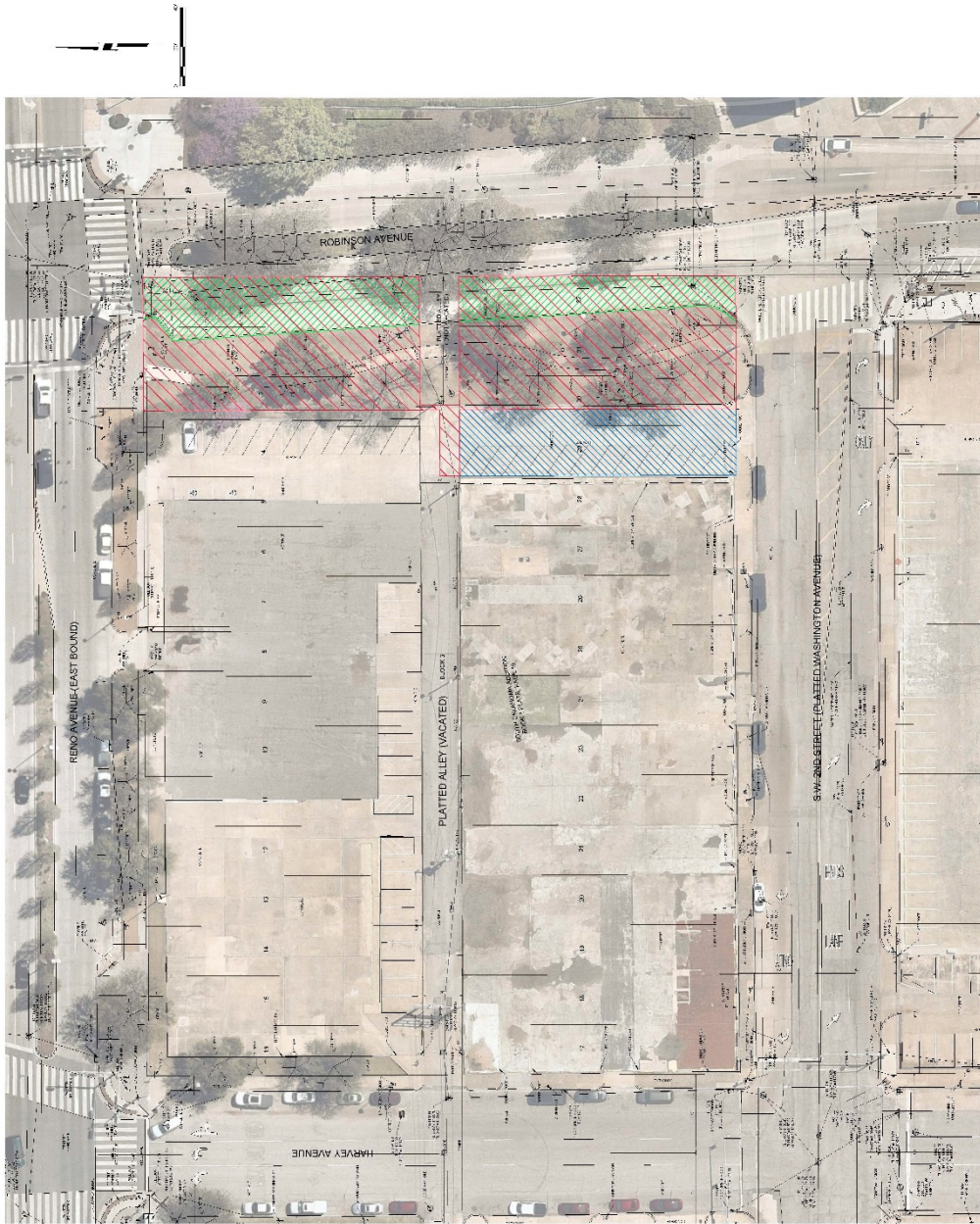
1. It is hereby determined to be appropriate and desirable, in order to carry out the objectives of the Urban Renewal Plan, to convey the Robinson Portion to the City of Oklahoma City and the West Portion to REHCO, in accordance with the Urban Renewal Plan.
2. The purchase price of \$1,060,000 for the West Portion to REHCO is determined to be not less than the fair value of such West Portion for uses in accordance with the Urban Renewal Plan.
3. The Executive Director is hereby authorized to take such actions and execute such conveyance documents, including but not limited to a real estate purchase and sale agreement, as may be necessary and appropriate to undertake the dispositions described by this Resolution.
4. The Officers of the Authority, Executive Director, and Legal Counsel are authorized to execute such other documents and take such other actions as may be necessary or appropriate to implement this authorization.

I, _____, Secretary of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, certify that the foregoing Resolution No. _____ was duly adopted at a **regular** meeting of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, held by phone at (301) 715-8592 Meeting ID: 850 8693 1433 and online at <https://us02web.zoom.us/j/85086931433?pwd=WGRGdXFYZHRtNnl1THZkbkJMZzhqUT09> on the **17th day of June, 2020**; 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)

EXHIBIT A



	WEST PORTION 24,728 SQ. FT.
	WEST PORTION CURRENTLY AFFECTED BY EASEMENTS 219,389 SQ. FT.
	ROBINSON PORTION 55,064 SQ. FT.

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (“Agreement”) is made as of _____, 2020 (“Effective Date”), between the Oklahoma City Urban Renewal Authority (“Seller”), whose address is 105 N. Hudson, Suite 105, Oklahoma City, Oklahoma, 73102, and REHCO Downtown Development, LLC (“Buyer”), whose address is PO Box 2898, Oklahoma City, Oklahoma 73101.

In consideration of the representations, warranties, and mutual covenants set forth in this Agreement; and the payments to be well and truly made as provided in this Agreement, and of other good and valuable consideration, the receipt and sufficiency of which each party acknowledges, Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, the real property in Oklahoma City, Oklahoma, described and depicted on the attached Exhibit A (“Land”), together with all the improvements thereon and appurtenances and hereditaments thereto and Seller's interest in and to all easements benefitting the Land, streets, alleys and other public ways adjacent thereto (together with the Land, “Property”), on the terms and conditions set forth in this Agreement.

1. **Purchase Price.** The Buyer agrees to pay to the Seller as the purchase price for the Property the sum of One Million Sixty Thousand and No/100 Dollars (\$1,060,000.00) (“Purchase Price”), payable in cash or certified funds at closing.

2. **Time and Place of Closing.** Unless the Seller and Buyer agree otherwise in writing, closing shall take place on a date designated in writing by Purchaser to Seller not less than five (5) days prior to such date (“Closing Date”), but in no event shall closing be scheduled beyond 120 days from the Effective Date, without Seller's consent, and closing shall take place at the offices of American Eagle Title Group, 421 N.W. 13th Street, Suite 320, Oklahoma City, Oklahoma, 73103, at such time as the parties may mutually agree (“Closing Agent”).

3. **Property Inspection.** Buyer shall have 60 days from the Effective Date (“Inspection Period”) to satisfy itself by inspections of the Property and any records relating to the inspections, whether by the Buyer or by engineers, environmental consultants, inspectors or others retained by Buyer (“Buyer's Consultants”), that all physical aspects of the Property, including the absence of any Hazardous Substances on, under or in the vicinity of the Property, or the use of such substances on the Property by Seller or its predecessors in interest, are in acceptable condition in all respects, as determined by Buyer in its sole discretion. Seller agrees to make available to Buyer and any parties retained by it (i) access to the Property at reasonable times for tests and inspections as Buyer or the parties shall deem necessary and (ii) any and all records in its possession or in the possession of others relating to the Property. Such access and records will be made available for inspection within ten (10) days after the execution and delivery of this Agreement by both parties.

All investigations and other activities conducted by Buyer or Buyer's Consultants shall be performed at Buyer's sole cost and expense, and Buyer shall keep the Property free and clear of any liens which may be asserted against Seller or the Property as a result of Buyer's activities. Buyer shall promptly repair any and all physical damage caused to the Property by Buyer or Buyer's Consultants during the Inspection Period to the substantially similar condition that existed immediately prior to said inspection. Such repair obligation shall survive the termination of this Agreement should Buyer elect to not proceed to Closing. Buyer shall indemnify, defend and hold Seller harmless from and against any and all loss, damage, injury, claim or cause of action Seller may actually suffer or incur to the extent of and as a result of the negligent acts or omissions of Buyer or Buyer's Consultants in performing inspections of the Property, except to the extent caused by the act, omission or negligence of Seller or the agents, contractors, employees, or representatives of Seller.

Buyer, in its sole and absolute discretion, may terminate this Agreement for any reason or for no reason at all, by written notice (“Termination Notice”) to Seller at any time prior to 5:00 p.m. CST on the date of expiration of the Inspection Period. In the event of such termination, thereafter neither Seller nor Buyer shall have any liability hereunder except for those obligations which expressly survive the termination of this Agreement.

If Buyer does not provide the Termination Notice to the Seller prior to the end of the Inspection Period, the Buyer will be deemed to have inspected the Property to the Buyer’s satisfaction and approved: (a) the physical condition of the Property; (b) the presence or absence of Hazardous Materials on the Property; (c) the Property’s compliance or noncompliance with applicable environmental laws, building codes, zoning and other use restrictions; and (d) all other matters relating to the Property theretofore delivered by the Seller to the Buyer. The sole obligation of the Seller with respect to the physical condition of the Property will be to deliver possession of the Property to the Buyer in substantially the condition (normal wear and tear and casualty loss excepted) which existed on the Effective Date.

4. **Abstracting and Title Examination.** Within thirty (30) days of the Effective Date, Seller will furnish to Buyer a title commitment (“Commitment”) for the issuance of an ALTA 2006 Owner’s title insurance policy in the amount of the Purchase Price which shall show the status of title to the Property in accordance with the Title Examination Standards of the Oklahoma Bar Association. Buyer shall have twenty (20) days after receipt to examine the Commitment. If there are objections to Seller’s title to the Property title or other title objections relating to the Property (“Title Objections”), Buyer shall submit its Title Objections to Seller in writing within twenty (20) days of receipt of the Commitment. Within ten (10) days of receipt of Buyer’s Title Objections, Seller will notify Buyer in writing (a) that Seller will satisfy the Title Objections on or before the Closing Date, or (b) that the Seller is unable or refuses to satisfy either one or all of the Buyer’s Title Objections, in which event the Buyer will have the option to either (i) deliver a Termination Notice to Seller or (ii) waive satisfaction of any Title Objection and proceed to closing. In the event of termination, the parties will not have any further obligations to, or claims against, the other by reason of this Agreement except for any indemnities or obligations that expressly survive termination of this Agreement.

5. **Title to the Property.** Buyer shall satisfy itself that Seller has a good and marketable, fee simple title to the Property capable of being deeded, conveyed, and transferred to Buyer in compliance with the representations to that effect in this Agreement. Closing Agent shall be prepared at Closing to issue an ALTA 2006 Owner’s title insurance policy acceptable to Buyer.

6. **Deliveries at Closing.**

6.1. *Seller’s Deliveries.* On the Closing Date, Seller shall deliver to Buyer:

(a) A warranty deed, fully and duly executed and acknowledged, conveying fee simple title in and to the Property to Buyer, and subject only to (i) the standard title exceptions, modified as follows: (A) the restrictive covenant exception, with respect to which the notation “None of Record” (except for the matters specifically described in subsections (a)(i)(A)-(C) or (ii), (iii), (iv), or (v) herein) shall be entered; (B) the exception as to taxes which shall have inserted the year of closing and be followed by the words “Not yet due and payable”; and (C) the exception for “any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments, or any overlapping of improvements” shall be deleted (except for shortages in area) at Purchaser’s sole expense; (ii) exceptions related to easements and ordinances of record; (iii) exceptions shown on the Title Commitment not timely objected to by Buyer pursuant to Section 4; (iv) Title Objections for which Buyer has waived satisfaction pursuant to Section 4; and (v) other exceptions that Buyer approves in writing the permitted title exceptions;

(b) A “bills paid affidavit” executed by Seller and verifying that there are no unpaid bills for labor performed, material supplied or services provided for or to the Property prior to the closing;

(c) A duly executed counterpart of the closing statement prepared by the Closing Agent (“Closing Statement”);

(d) All documents, fully executed, required to meet and/or cure all requirements and defects of title, if any; and

(e) Such other documents or affidavits as may reasonably be required by Seller or the Closing Agent in order to effectuate the provisions of this Agreement

6.2. *Buyer’s Deliveries.* On the Closing Date, the Buyer shall deliver to the Seller:

(a) the Purchase Price (less pro-rations, credits or other adjustments) in immediately available funds;

(b) the Closing Statement; and

(c) Such other documents or affidavits as may reasonably be required by Seller or the Closing Agent in order to effectuate the provisions of this Agreement.

7. **Closing Costs.** Seller shall pay the cost for updating and certifying the abstract covering the Property, cost of curing title (if any), and documentary tax stamps on this transaction. Buyer shall pay for title examination and the premium for issuance of an owner's policy of title insurance on the Property. Buyer shall pay all costs for inspections, and any survey of the Property, if desired by Buyer, and all costs of financing, if any. The parties shall share equally the charges of Closing Agent for escrow fees, filing fees, and similar amounts. Ad valorem taxes, personal property taxes, and special assessments for the current year shall be prorated based upon the most current information available to the Closing Agent on the Closing Date.

8. **Settlement Adjustments.** All taxes, general or special, and all other public or governmental charges or assessments against the Property which are or may be payable on an annual basis, are to be adjusted and apportioned as of the Closing Date, and are to be assumed and paid thereafter by Buyer, whether assessments have been levied or not as of the Closing Date.

9. **Possession.** Buyer shall have possession of the Property upon closing. The risk of loss in the event of any damage to the Property, will pass to the Buyer upon transfer of possession.

10. **Additional Obligation.** Buyer shall devote the Property to the uses provided in the Core to Shore Urban Renewal Plan, as approved and amended by The City of Oklahoma City (“Urban Renewal Plan”), and agree to development in accordance with the Urban Renewal Plan, within ten (10) years of the Closing Date. Consistent with the Urban Renewal Plan, uses shall be controlled by applicable zoning approved by The City of Oklahoma City.

11. **Exceptions to Warranty.** Seller shall convey good and marketable title to the Property subject only to easements and restrictions of record, special assessments not yet due, and prior reservation or conveyance of minerals.

12. **Condition of Property.** SELLER MAKES NO WARRANTIES CONCERNING THE CONDITION OF THE PROPERTY OR ANY IMPROVEMENTS OR OF THEIR FITNESS

FOR ANY INTENDED USE OF BUYER. BUYER IS BUYING THE PROPERTY "AS IS." BUYER IS BUYING THE PROPERTY PURSUANT TO ITS OWN INSPECTION, AND NOT BECAUSE OF ANY REPRESENTATION MADE BY, OR ON BEHALF OF, SELLER.

13. **Risk of Loss.** Until the Closing Date, the risk of loss of any part of the Property shall be on Seller, and Seller shall be entitled to receive all insurance proceeds therefore, whether or not any part of the Property has been delivered to Buyer.

14. **Default and Remedies.**

(a) In the event of any failure upon the part of the Buyer to perform any of the terms, conditions, and obligations set forth in this Agreement, including without limitation Buyer's failure or refusal to purchase the Property on the Closing Date, the Seller shall have the right to terminate this Agreement, and upon such termination the parties shall be released from all further liability under this Agreement at law and in equity.

(b) Any failure upon the part of the Seller to perform each, every and all of the above conditions, covenants and agreements, shall entitle Buyer to terminate this Agreement, and upon such termination the parties shall be released from all further liability under this Agreement at law and in equity. The parties hereto recognize that Buyer's remedies at law for damages in the event of breach of this Agreement by Seller may be inadequate. Accordingly, it is the intention of the parties that the obligations and duties of the parties hereunder shall be enforceable in equity by specific performance.

15. **Broker's or Finder's Fee.** Each party warrants to the other that it has not used the services of a broker or agent in connection with this transaction. Each party agrees to defend, indemnify, and hold the other party harmless for any claim for commissions arising by reason of the indemnifying party's breach of this warranty. The provisions of this paragraph shall survive Closing, and the delivery of title to the Property, or any termination of this Agreement.

16. **Miscellaneous Provisions.** This Agreement contains the final and entire agreement between the parties, and neither they nor their agents shall be bound by any terms, conditions or representations not written in this Agreement. This Agreement shall be governed, construed, and interpreted in accordance with the laws of the State of Oklahoma. The covenants and conditions contained in this Agreement shall survive the Closing.

17. **Binding Effect.** This Agreement shall be binding on the respective parties and their respective successors, legal representatives, heirs, executors, administrators, devisees, trustees, and permitted assigns. This Agreement, as written, contains all of the terms of the Agreement of the parties. Time is of the essence in the performance of all obligations under this Agreement.

18. **Execution.** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, and all the counterparts shall constitute one instrument.

[SIGNATURE PAGE FOLLOWING.]

IN WITNESS WHEREOF, Seller and Buyer have duly executed this Agreement as of the Effective Date.

SELLER: The Oklahoma City Urban Renewal Authority,
an Oklahoma public body corporate

By: _____
Catherine O'Connor, Executive Director

BUYER: REHCO Downtown Development, LLC,
an Oklahoma limited liability company

By: _____
Robert E. Howard II, Manager

AFTER RECORDING RETURN TO:

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

This instrument is exempt from the
Documentary Stamp Tax Requirements
Contained in 68 O.S. 2011 § 3201
[68 O.S. 2011 § 3202(11)]

QUITCLAIM DEED

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

WHEREAS, the Authority is current fee simple owner of certain property, a portion of which lies within the existing Robinson Avenue right-of-way; and

WHEREAS, Section 38-109(C) of the Oklahoma Urban Renewal Law authorizes the Authority to convey property to the City.

NOW, THEREFORE, WITNESSETH, that for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, **The Oklahoma City Urban Renewal Authority, a public body corporate (“Grantor”)**, does by this instrument quitclaim, grant, bargain, sell, and convey unto **The City of Oklahoma City, a municipal corporation (“Grantee”)**, all its rights, title, interest, estate, and every claim and demand, both at law and in equity, in and to all the following described real property, to-wit:

Two tracts of land being a part of the Northeast Quarter (NE/4) of Section Four (4), Township Eleven (11) North, Range Three (3) West of the Indian Meridian, Oklahoma City, Oklahoma County, Oklahoma, and being a part of Lots One (1), Two (2), and Thirty-two (32) in Block Three (3) of SOUTH OKLAHOMA ADDITION according to the Plat recorded in Book PL1, Page 16, said tract being more particularly described as follows:

Tract 1:

BEGINNING at the Northeast (NE) corner of said Block 3:

THENCE South 00°11'24" East, along and with the East line of said Block 3, a distance of 140.35 feet to the Southeast (SE) corner of said Lot 1, said corner designated “Point ‘A’”;
THENCE South 89°43'49" West, along and with the South line of said Lot 1, a distance of 24.32 feet;

THENCE North 03°50'16" West, departing said South line, a distance of 125.79 feet;

THENCE North 55°48'30" East, a distance of 14.06 feet;

THENCE North 03°12'23" West, a distance of 6.95 feet to a point on the North line of said Block 3;

THENCE North 89°42'44" East, along and with said North line, a distance of 21.03 feet to the POINT OF BEGINNING.

And

Tract 2:

COMMENCING at Point ‘A’ as described in Tract 1;

THENCE, along and with the East line of said Block 3, the following two calls:

1. South 00°11'24" East, a distance of 20.00 feet to the NE corner of said Lot 32, said corner being the POINT OF BEGINNING;
2. continuing South 00°11'24" East, a distance of 140.35 feet to the SE corner of said Lot 32;

THENCE South 89°44'54" West, along and with the South line of said Block 3, a distance of 23.38 feet;

THENCE North 38°36'06" East, departing said South line, a distance of 8.99 feet;

AFTER RECORDING RETURN TO:

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

This instrument is exempt from the
Documentary Stamp Tax Requirements
Contained in 68 O.S. 2011 § 3201
[68 O.S. 2011 § 3202(11)]

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That the Oklahoma City Urban Renewal Authority, a public body corporate ("Grantor"), in consideration of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, the receipt and sufficiency of which are hereby acknowledged, does grant, bargain, sell, and convey unto REHCO Downtown Development, LLC, an Oklahoma limited liability company ("Grantee"), with a mailing address of PO Box 2898, Oklahoma City, Oklahoma 73101, all Grantor's rights, title, interest, estate, and every claim and demand, both at law and in equity, in and to all the following described real property, together with the improvements thereon and the appurtenances thereunto belonging ("Land"), to-wit:

A tract of land being a part of the Northeast Quarter (NE/4) of Section Four (4), Township Eleven (11) North, Range Three (3) West of the Indian Meridian, Oklahoma City, Oklahoma County, Oklahoma, and being a part of Block Three (3), SOUTH OKLAHOMA ADDITION according to the Plat recorded in Book PL1, Page 16, said tract being more particularly described as follows:

COMMENCING at the Northeast (NE) corner of said Block 3;

THENCE South 89°42'44" West, along and with the North line of said Block 3, a distance of 21.03 feet to the POINT OF BEGINNING;

THENCE South 03°12'23" East, departing said North line, a distance of 6.95 feet;

THENCE South 55°48'30" West, a distance of 14.06 feet;

THENCE South 03°50'16" East, a distance of 125.79 feet to a point on the North line of the Platted 20' East-West Alley in said Block 3 (hereinafter "Alley");

THENCE South 03°48'00" East, a distance of 20.04 feet to a point on the South line of said Alley;

THENCE South 03°45'06" East, a distance of 122.68 feet;

THENCE on a non-tangent curve to the right having a radius of 24.95 feet, a chord bearing of South 11°46'44" West, a chord length of 11.12 feet and an arc length of 11.22 feet;

THENCE South 38°36'06" West, a distance of 8.99 feet to a point on the South line of said Block 3;

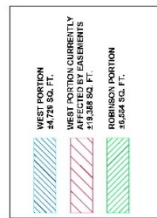
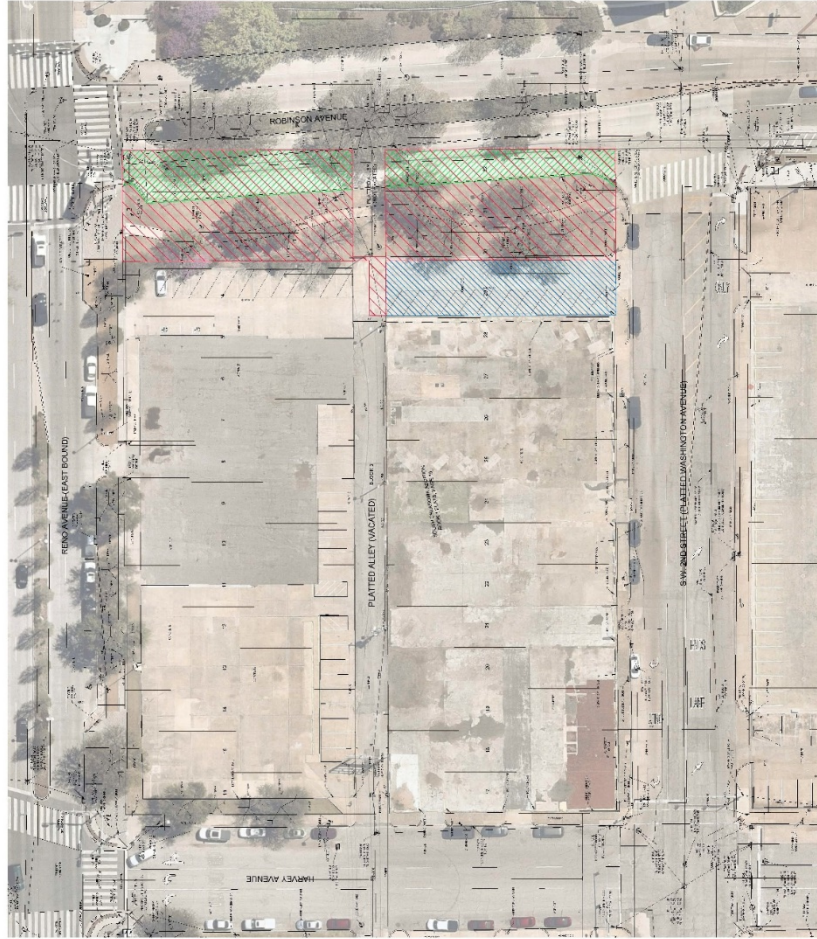
THENCE South 89°44'54" West, along and with said South line, a distance of 78.03 feet;

THENCE North 00°11'24" West, departing said South line, a distance of 150.31 feet to a point on the centerline (CL) of said Alley;

THENCE North 89°43'49" East, along and with said CL, a distance of 33.70 feet;

THENCE North 00°11'24" West, departing said CL, a distance of 150.32 feet to a point

PROPERTY MAP



OKLAHOMA CITY

**URBAN
RENEWAL
AUTHORITY**

To: Board of Commissioners
From: Catherine O'Connor, Executive Director
Date: June 17, 2020
Ref: Resolution Approving and Adopting a CDBG Microenterprise Business Program to Benefit Low- and Moderate-Income Areas and Persons, Ratifying Actions Taken in Setting up the Program, and Authorizing Staff to Continue Taking Actions to Implement the Program

Background: In response to economic uncertainty created by the recent COVID-19 pandemic, OCURA requested and the City approved the use of \$400,000 of unallocated CDBG program income that was paid to the City by OCURA during the current fiscal year for the creation of a microenterprise grant program. The program is available to qualifying businesses that are located within Urban Renewal Areas. OCURA began accepting applications on May 12th and began reviewing the first round of applications on May 25th. To date, we have received a total of Eighty-Two (82) applications, Thirty-Seven (37) of which are from businesses located within Urban Renewal Areas.

Summary of Agenda Item: The Resolution approves and adopts the program, ratifies actions taken to date and authorizes the Executive Director and staff to execute and implement the program.

Recommendation: Approval of Resolution

Attachments: OCURA Small Business Grant Program Application

RESOLUTION NO. _____

RESOLUTION APPROVING AND ADOPTING A CDBG MICROENTERPRISE BUSINESS PROGRAM TO BENEFIT LOW- AND MODERATE-INCOME AREAS AND PERSONS, RATIFYING ACTIONS TAKEN IN SETTING UP THE PROGRAM, AND AUTHORIZING STAFF TO CONTINUE TAKING ACTIONS TO IMPLEMENT THE PROGRAM

WHEREAS, the Oklahoma City Urban Renewal Authority (“Authority”) and The City of Oklahoma City (“City”) have amended the Community Development Block Grant (“CDBG”) Operating Agreement for Fiscal Year 2019–20 (“CDBG Operating Agreement”) to provide up to \$400,000 for the creation of a microenterprise grant program to assist small businesses, with such reallocated funds to come from CDBG program income returned to the City but not yet allocated; and

WHEREAS, the Authority’s staff has worked with the City’s Community Development staff to create a microenterprise program, which they have titled the “Urban Renewal Authority Small Business Grant Program” (“Program”), which lays out the eligibility, funding, and application requirements for the program, and have set up a form application and review process for eligible small businesses to apply for and receive Program funds; and

WHEREAS, Authority staff has begun fielding questions and accepting applications for the Program; and

WHEREAS, it is appropriate and desirable to approve the Program, ratify the actions taken by Authority staff in setting up the Program and its application and review process, as well as beginning to accept applications, and to authorize Authority staff to continue taking all necessary actions to implement and carry out the Program.

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

1. The Program is hereby approved and adopted.
2. All actions taken by Authority staff in setting up the Program, including but not limited to receipt and review of Program applications to date, are hereby ratified and confirmed.
3. The Executive Director and Authority staff are hereby authorized to take any actions or execute any documents necessary or appropriate to implementing the Program or carrying out its provisions.

I, _____, Secretary of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, certify that the foregoing Resolution No. _____ was duly adopted at a **regular** meeting of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, held by phone at (301) 715-8592 Meeting ID: 850 8693 1433 and online at <https://us02web.zoom.us/j/85086931433?pwd=WGRGdXFYZHRtNnl1THZkbkJMZzhqUT09> on the **17th day of June, 2020**; 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)

OCURA SMALL BUSINESS GRANT PROGRAM APPLICATION

Applications will be accepted beginning May 12, 2020. OCURA will begin reviewing applications after close of business May 25, 2020. Applications will continue to be accepted and reviewed every two weeks until funding for this program is exhausted.

The Oklahoma City Urban Renewal Authority (OCURA) Small Business Grant Program is intended to provide support for existing microbusiness enterprises (small businesses with 5 or less employees) located in an Urban Renewal Area designated by City of Oklahoma City Council. Priorities for this program are small businesses directly impacted by the City of Oklahoma City's March 2020 declaration of emergency that interrupted, changed or altered their business services due to the COVID 19 pandemic. Other priorities include businesses owned by a Low to Moderate Income person(s) (as defined by HUD, see table below), minority owned businesses and women owned businesses.

Application for assistance is not a guarantee of funding. Funding decision will be made at the discretion of the granting authority and awards will be subject to applicable regulations of the federal Community Development Block Grant program.

Submit application to info@theallianceokc.org or mail to OCURA, 105 N. Hudson, Suite 101, OKC, OK 73102

For questions please call (405) 604-6780 or email info@theallianceokc.org

ELIGIBLE BUSINESSES:

- Five or fewer employees(including owner(s), 1099 contractors are **NOT** considered employees)
- Either
 - Located in an Urban Renewal Area (see attached map) AND the owner(s) of the business is a Low to Moderate Income person(s) per HUD CDBG guidelines, OR
 - Located in an Urban Renewal Area AND in a census tract where at least 51 percent of the residents are Low to Moderate Income persons (see attached map) per HUD CDBG guidelines
- Businesses must have appropriate licenses and permits (which vary based on business type) before funds can be disbursed. As a benefit of the program, there will be assistance for small businesses in obtaining the necessary licenses and permits as part of the application process.
- Business must have been in operation as of February 1, 2020.

ELIGIBILITY EXCLUSIONS: The following business types are not eligible for funding:

- Businesses not located within an eligible area or not owned by an eligible individual
- Non-profit organizations
- Churches or religious organizations
- Public or private schools
- Adult oriented businesses
- Financial businesses primarily engaged in lending, such as banks, finance companies, and factors
- Real estate development or rental property businesses
- Life insurance companies
- Private clubs and businesses which limit the number of memberships for reasons other than capacity
- Government-owned entities or elected official offices
- Organizations that discriminate on the basis of race, culture, gender, sexual orientation, age or religion
- Businesses primarily engaged in political or lobbying activities
- Businesses involved in the manufacturing or distribution of medical marijuana
- Businesses engaged in any illegal activity
- Businesses with outstanding business related liens, judgments or tax liens
- Businesses that are delinquent on local, state, and/or federal tax obligations
- Businesses in active default (not on a payment plan) with taxes or fees owed to the City of OKC
- Businesses that have received support from other local, state or federal public resources such as the Small Business Continuity Program, Small Business Administration Disaster Assistance Loans, or other public subsidy

USE OF FUNDS:

- Grant funds **must** be used for an approved purpose. Documentation of appropriate use of funds (receipts, etc.) is required. If grant funds are used for a purpose that is not approved, the grant must be repaid immediately. Grant funds **must** be used for payroll, occupancy (including rent and utilities), business equipment, inventory, small business training, technical assistance and other approved business expenses.
- Grant funds **may not** be used for mobile business equipment, real property improvements or leasehold improvements.
- Grant funds are for future use only and **may not** be used for expenses or activity incurred prior to execution of the grant agreement.

Required Information

****Download and save this application to your computer before completing the required information. If you don't have a computer, an application can be mailed to you by calling (405) 604-6780 or emailing info@theallianceokc.org.**

Contact Information	
Majority Owner:	Ownership Percentage:
Majority Owner Address:	
Email:	Telephone:
Business Owner #2:	Ownership Percentage:
Business Owner #3:	Ownership Percentage:
Is the majority owner any of the following? <input type="checkbox"/> Low to Moderate (LMI) person (see income limits chart below) <input type="checkbox"/> Minority <input type="checkbox"/> Female	

2019 ANNUAL LOW TO MODERATE INCOME LIMITS - OKLAHOMA CITY, OK HUD METRO FMR AREA								
Family size	1 person	2 person	3 person	4 person	5 person	6 person	7 person	8 person
80% Area Median Income	41,350	47,250	53,150	59,050	63,800	68,500	73,250	77,950

Do any of the owners have any outstanding liens, judgements or tax liens? <input type="checkbox"/> Yes <input type="checkbox"/> No
If yes, please describe:
Do any of the owners, their spouses or any household members work for the Oklahoma City Urban Renewal Authority, the Alliance for Economic Development of Oklahoma City, or the City of Oklahoma City? <input type="checkbox"/> Yes <input type="checkbox"/> No

Business Information		
Registered Business Name:		
Physical Business Address:		
Date the business began operations:	Business Telephone:	
Number of Employees (including owner(s)):		
Tax Identification Number (Business EIN if available, or SSN):	Business License Number (if applicable) (City of Oklahoma City):	Sales Tax Identification Number (if applicable) (State of Oklahoma):
Legal Structure of Business (Choose one): <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> S Corporation <input type="checkbox"/> C Corporation <input type="checkbox"/> Limited Liability Corporation		
Business Type (Choose One): <input type="checkbox"/> Restaurant <input type="checkbox"/> Bar <input type="checkbox"/> Food service (other) <input type="checkbox"/> Retail <input type="checkbox"/> Personal Services (hair, nail salon, personal grooming) <input type="checkbox"/> Other (describe)		
Describe the type of goods and/or services provided by your business:		

Grant Request
Total amount of grant request (maximum \$10,000): <div style="text-align: right; margin-top: 5px;">\$</div>
Describe how your business has been impacted by the COVID 19 pandemic:
Describe how you intend to use the grant funds:
Describe how the grant funds will help your business:
Please note that any allocation for funding may be less than the amount requested.

Other Funding Sources

Please describe any funding requests your business has made or plans to make in the next 90 days (this program is funded with federal dollars and cannot be combined with other programs)

SBA Economic Injury Disaster Loans (EIDL):

Yes No

SBA Payroll Protection Program Loans/ Forgivable Loans:

Yes No

Other:

Required Attachments:

All applicants are required to submit the following with this application. Additional documentation may be requested to support the grant request during the review process.

- Payroll records or other documentation that the business has five or fewer employees (including owner(s)).
- Most recent 2 years business tax returns (if the business has not been operating long enough to file a tax return, please provide documentation of the date the business began operating).
- If the majority owner qualifies as a Low to Moderate income person, please provide the most recent personal federal tax return.

Submit application to info@theallianceokc.org or mail to 105 N. Hudson Ave, Ste 101, OKC, OK 73102

Attest and acknowledgement: (signature required for participation in the program):

Applicant Name: _____

By submitting this application I attest that all information provided is true and accurate to the best of my knowledge. Failure to provide accurate information or providing false information will result in automatic disqualification from funding.

To prevent the duplication of resources, applicants who have received support from other available resources such as the Small Business Continuity Program, Small Business Administration Disaster Assistance Loans, or other public subsidy will be ineligible for assistance.

I hereby certify, under penalty of perjury, that I have received no additional resources, have no pending applications for duplicate assistance and agree not to make any future application for duplicate assistance related to the proposed use of funds in this application.

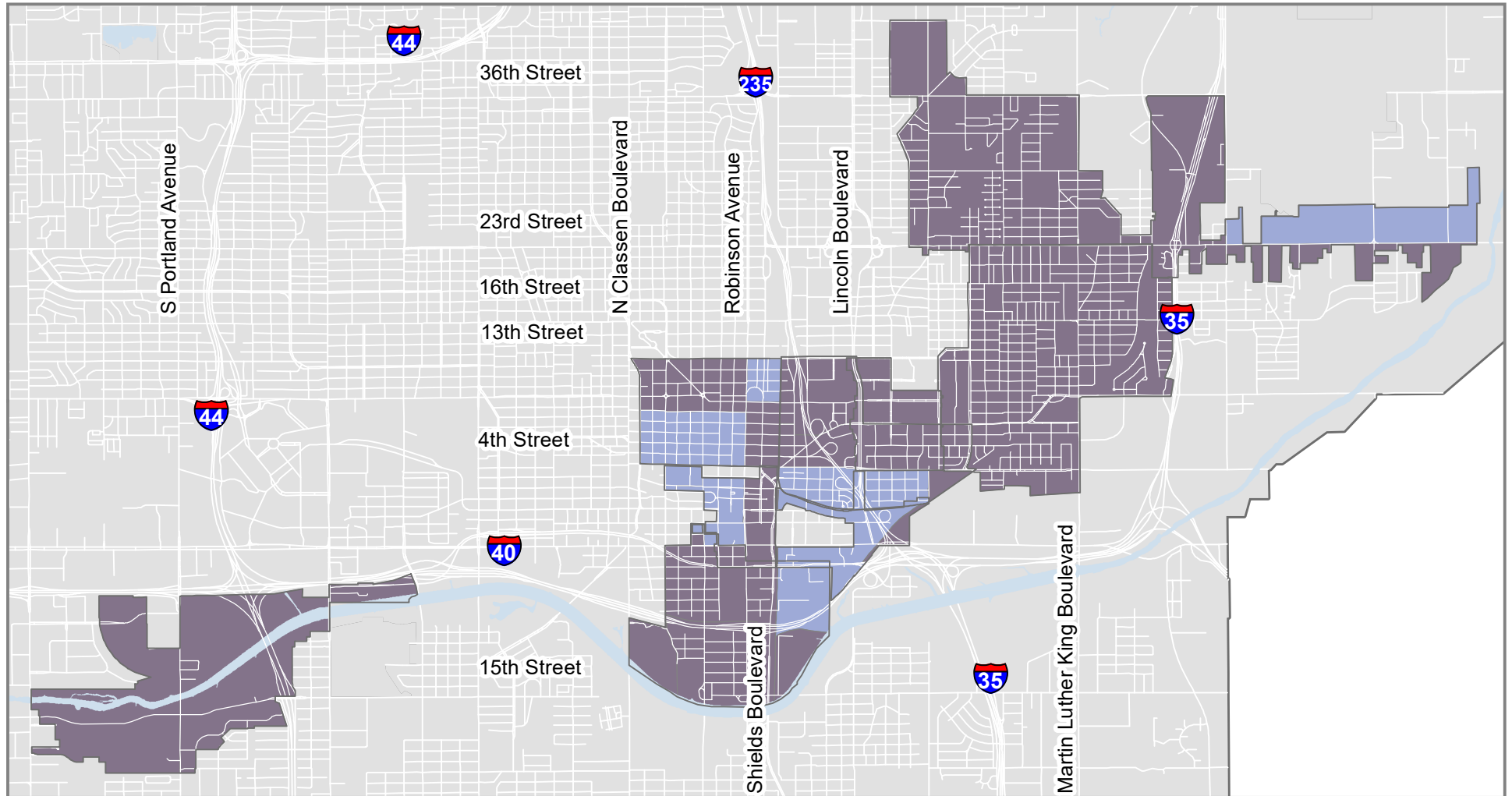
I understand that this application will be used by the Oklahoma City Urban Renewal Authority to assess which resources might be appropriate or available for my business and that I am not guaranteed any form of financial assistance. I understand that additional information and documentation may be required to assist in making a determination regarding financial assistance. I authorize the Oklahoma City Urban Renewal Authority to verify information provided in this application and additional information or documentation submitted as needed to process my application.

Signature (or name): _____




Date: _____

Small Business Grant Program Eligibility Map

Interactive map can be accessed online at: <https://www.ocura-ok.org/small-business-grants>



Color Key

-  Eligibility area for any business with 5 or fewer employees (including business owner).
-  Additional eligibility area for any business with 5 or fewer employees (including business owner) AND a Low to Moderate Income business owner.
-  Urban Renewal Boundary



OKLAHOMA CITY

**URBAN
RENEWAL
AUTHORITY**

To: Board of Commissioners of the Oklahoma City Urban Renewal Authority
From: Catherine O'Connor, Executive Director
Date: May 15, 2019
Ref: Resolution Approving a Budget for the Period of July 1, 2020 through June 30, 2021

Background: The proposed annual budget was prepared under the direction of the Executive Director and is presented to the Board of Commissioners for consideration and adoption. This year's budget includes projected expenses and revenues based on past experience and anticipated changes for the new fiscal year for all of the projects and activities under OCURA's management. For the coming year, OCURA's Community Development Block Grant Income is projected to be \$1,400,000. The remainder of the Authority's budgeted income includes Real Estate Sales of \$4,950,000, Rental Income of \$655,000 and Interest Income.

Total expenses are projected to be \$3,160,000. Major expense categories include General and Administrative of \$1,000,000, Property Management of \$450,000, Legal and Other Professional Fees of \$500,000, Acquisition of \$150,000, Disposition of \$300,000, Site Improvements of \$400,000 and Payments to the City of Oklahoma City of \$300,000.

Purpose of Agenda Item: The resolution approves the proposed FY 2020-2021.

Staff Recommendation: Approval of Resolution

Attachments: FY 2020-2021 Budget

RESOLUTION NO. _____

**RESOLUTION APPROVING A BUDGET FOR THE PERIOD OF JULY 1, 2020,
THROUGH JUNE 30, 2021**

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

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

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

WHEREAS, the City and the Authority have previously entered into annual operating agreements for achieving certain eligible Community Development Block Grant activities, and funding will be available to the Authority, pending approval of the Department of Housing and Urban Development, for acquisition, clearance, site improvements, maintenance, overall management, and sundry costs associated with the delivery of such activities for the period of July 1, 2020, through June 30, 2021; and

WHEREAS, funding sources through other than the Community Development Block Grant program will also be available to the Authority for activities for the period of July 1, 2020, through June 30, 2021; and

WHEREAS, it is appropriate and desirable to adopt and approve a budget for the period of July 1, 2020, through June 30, 2021, and to authorize the Executive Director to make minor adjustments to the budget in order to make expenditures that are necessary and appropriate to ensure sound management and administration of the Authority, compliance with all applicable laws, and efficiency and effectiveness in carrying out the redevelopment objectives of the Authority and the City.

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

1. The attached budget reflecting the anticipated needs for the period of July 1, 2020, through June 30, 2021, is hereby adopted and approved.
2. The Executive Director is hereby authorized to make minor adjustments to the budget in order to make expenditures that are necessary and appropriate to ensure sound management and administration of the Authority, compliance with all applicable laws, and increased efficiency and effectiveness in carrying out the redevelopment objectives of the Authority and the City.

I, _____, Secretary of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, certify that the foregoing Resolution No. _____ was duly adopted at a **regular** meeting of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, held by phone at (301) 715-8592 Meeting ID: 850 8693 1433 and online at <https://us02web.zoom.us/j/85086931433?pwd=WGRGdXFYZHRtNnl1THZkbkJMZzhqUT09> on the **17th day of June, 2020**; that said meeting was held in accordance with the By-Laws of the Authority and the Oklahoma Open Meetings Act; that any notice required to be given of such meeting was properly given; that a quorum was present at all times during said meeting; and that the Resolution was duly adopted by a majority of the Commissioners present.

SECRETARY

(SEAL)

Oklahoma City Urban Renewal Authority

<u>Revenue</u>	Proposed Budget FY 2020/21	Approved Budget FY 2019/20	Annual Budget Diff.
CDBG Income	1,400,000	1,500,000	(100,000)
Rental Income	25,000	50,000	(25,000)
Rental Income - Bass Pro	630,000	650,000	(20,000)
Real Estate Sales	4,450,000	4,300,000	150,000
Real Estate Sales - CDBG/HOME	500,000	1,100,000	(600,000)
Interest Income	40,000	60,000	(20,000)
Other Income	-	-	-
Total Revenue	7,045,000	7,660,000	(615,000)
<u>Expenses</u>			
<u>General & Administrative</u>			
Alliance Management Contract	800,000	800,000	-
Insurance	35,000	33,000	2,000
Insurance - Bass Pro	75,000	70,000	5,000
Rent	50,000	50,000	-
Office Expense	30,000	28,000	2,000
Other	10,000	10,000	-
Total General & Administrative	1,000,000	991,000	9,000
<u>Property Management</u>			
Salaries & Benefits	285,000	270,000	15,000
Common Area Maintenance - Bass Pro	75,000	150,000	(75,000)
Supplies & Utilities	10,000	10,000	-
Mowing Equipment & Repairs	25,000	15,000	10,000
Waste Disposal	12,000	12,000	-
Fuel	8,000	11,000	(3,000)
Insurance	35,000	33,000	2,000
Total Property Management	450,000	501,000	(51,000)
Legal Fees	300,000	300,000	-
Other Professional Fees	200,000	400,000	(200,000)
BID/SID Assessments & Other	60,000	60,000	-
Acquisition	150,000	3,000,000	(2,850,000)
Disposition	300,000	750,000	(450,000)
Site Clearance & Improvements	400,000	400,000	-
Payments to the City of OKC - CDBG	-	1,000,000	(1,000,000)
Payments to the City of OKC - Bass Pro	300,000	450,000	(150,000)
Total Expenses	3,160,000	7,852,000	(4,692,000)
Surfeit/Deficit	3,885,000	(192,000)	4,077,000

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, 2020

	<u>Closeout</u>		<u>Core to Shore</u>			<u>Harrison-</u>			<u>Bass Pro</u>		<u>Budget</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>OCRC</u>	<u>Shop</u>	<u>Total</u>	<u>2019-20</u>
	<u>Fund</u>	<u>Fund</u>	<u>Fund</u>	<u>Buffer</u>	<u>Fund</u>	<u>Other Fund</u>	<u>Fund</u>		<u>Fund</u>		
Assets											
Cash	465,630	(1,657)	54,087	864,839	-	-	466,720	185,611	767,652	2,802,882	
Investments	1,231,000	-	-	-	-	-	490,000	-	-	1,721,000	
Accounts Receivable	-	29,499	-	-	-	-	-	-	-	29,499	
Due from Other Governmental Entities	-	136,193	-	-	-	-	401,295	-	-	537,488	
Due from (to) Other Funds	766,101	(163,725)	-	(237,420)	(8,426)	(356,529)	-	-	-	-	
Total Assets	2,462,731	310	54,087	627,419	(8,426)	(356,529)	1,358,015	185,611	767,652	5,090,869	
Liabilities and Fund Balances											
Accounts Payable	-	310	-	-	-	-	-	-	-	310	
Deposits	900	-	-	25,000	-	-	-	-	-	25,900	
Total Liabilities	900	310	-	25,000	-	-	-	-	-	26,210	
Total Fund Balances	2,461,831	-	54,087	602,419	(8,426)	(356,529)	1,358,015	185,611	767,652	5,064,660	
Total Liabilities and Fund Balances	2,462,731	310	54,087	627,419	(8,426)	(356,529)	1,358,015	185,611	767,652	5,090,870	
Revenues											
Grant Revenues - CDBG	227,378	-	-	-	-	3,213	-	-	-	230,592	1,200,000
Grant Revenues - Other	35,969	-	-	-	-	-	-	-	-	35,969	300,000
Lease Revenues	3,150	-	-	-	16,920	-	-	-	419,470	439,540	700,000
Real Estate Sales	697,782	-	-	257,833	-	1,500	-	-	-	957,115	5,400,000
Interest	21,021	-	-	42	-	-	22,293	504	-	43,861	60,000
Core to Shore MAPS 3 Project	-	-	-	-	-	-	-	-	-	-	-
Other	1,100	-	-	-	-	-	-	-	-	1,100	-
Total Revenues	986,401	-	-	257,875	16,920	4,713	22,293	504	419,470	1,708,176	7,660,000
Expenditures											
General and Administrative	181,401	-	-	230,541	13,227	111,123	1,145	-	71,589	609,026	991,000
Real Estate Acquisition	7,930	-	-	-	-	1,334	2,840	-	-	12,104	3,000,000
Real Estate Disposition	475,022	-	-	10,238	-	13,372	-	-	-	498,632	750,000
Site Clearance/Improvements	2,750	-	-	247,549	-	76,687	-	-	7,498	334,484	400,000
Legal	159,548	-	450	39,632	968	56,429	-	-	1,053	258,079	300,000
Other Professional	69,283	-	-	59,237	-	26,168	15,000	18,125	-	187,814	400,000
Property Management	223,871	-	-	7,244	-	73,311	-	-	104,214	408,641	501,000
Payments to the City of OKC	420,421	-	-	-	-	-	-	-	-	420,421	1,450,000
Other	21,156	-	-	-	11,151	2,818	240	-	7,799	43,164	60,000
Total Expenditures	1,561,382	-	450	594,440	25,346	361,243	19,225	18,125	192,153	2,772,363	7,852,000
Changes in Fund Balance	(574,982)	-	(450)	(336,565)	(8,426)	(356,529)	3,068	(17,621)	227,317	(1,064,188)	(192,000)
Fund Balance, Beginning of Year	3,036,812	-	54,537	938,984	-	-	1,354,947	203,232	540,335	6,128,847	
Fund Balance, Current	2,461,831	-	54,087	602,419	(8,426)	(356,529)	1,358,015	185,611	767,652	5,064,660	

Unaudited - For Management Use Only

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, 2020

	<u>Closeout</u> <u>Project</u> <u>Fund</u>	<u>Revolving</u> <u>Fund</u>	<u>Core to Shore</u> <u>MAPS 3</u> <u>Fund</u>	<u>Core to Shore</u> <u>Buffer</u>	<u>SEP II</u> <u>Fund</u>	<u>Harrison-</u> <u>Walnut</u> <u>Other Fund</u>	<u>Nonfederal</u> <u>Fund</u>	<u>OCRC</u>	<u>Bass Pro</u> <u>Shop</u> <u>Fund</u>	<u>Total</u>
Assets										
Cash	465,630	(1,657)	54,087	864,839	-	-	466,720	185,611	767,652	2,802,882
Investments	1,231,000	-	-	-	-	-	490,000	-	-	1,721,000
Accounts Receivable	-	29,499	-	-	-	-	-	-	-	29,499
Due from Other Governmental Entities	-	136,193	-	-	-	-	401,295	-	-	537,488
Due from (to) Other Funds	766,101	(163,725)	-	(237,420)	(8,426)	(356,529)	-	-	-	-
Total Assets	2,462,731	310	54,087	627,419	(8,426)	(356,529)	1,358,015	185,611	767,652	5,090,870
Liabilities and Fund Balances										
Accounts Payable	-	310	-	-	-	-	-	-	-	310
Deposits	900	-	-	25,000	-	-	-	-	-	25,900
Total Liabilities	900	310	-	25,000	-	-	-	-	-	26,210
Total Fund Balances	2,461,831	-	54,087	602,419	(8,426)	(356,529)	1,358,015	185,611	767,652	5,064,660
Total Liabilities and Fund Balances	2,462,731	310	54,087	627,419	(8,426)	(356,529)	1,358,015	185,611	767,652	5,090,870
Revenues										
Grant Revenues - CDBG	83,240	-	-	-	-	-	-	-	-	83,240
Grant Revenues - Other	-	-	-	-	-	-	-	-	-	-
Lease Revenues	225	-	-	-	833	-	-	-	-	1,058
Real Estate Sales	8,811	-	-	-	-	-	-	-	-	8,811
Interest	4,153	-	-	6	-	-	583	5	-	4,747
Core to Shore MAPS 3 Project	-	-	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-	-	-
Total Revenues	96,429	-	-	6	833	-	583	5	-	97,856
Expenditures										
General and Administrative	34,157	-	-	20,673	1,534	9,062	-	-	-	65,425
Real Estate Acquisition	-	-	-	-	-	-	-	-	-	-
Real Estate Disposition	128,891	-	-	-	-	-	-	-	-	128,891
Site Clearance/Improvements	-	-	-	-	-	-	-	-	-	-
Legal	-	-	-	-	-	-	-	-	-	-
Other Professional	-	-	-	7,337	-	-	-	-	-	7,337
Property Management	20,632	-	-	2,642	-	3,242	-	-	5,401	31,917
Payments to the City of OKC	-	-	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-	-	-
Total Expenditures	183,680	-	-	30,652	1,534	12,304	-	-	5,401	233,570
Changes in Fund Balance	(87,250)	-	-	(30,646)	(700)	(12,304)	583	5	(5,401)	(135,713)
Fund Balance, Beginning of Period	2,549,081	-	54,087	633,066	(7,726)	(344,226)	1,357,433	185,605	773,053	5,200,373
Fund Balance, Current	2,461,831	-	54,087	602,419	(8,426)	(356,529)	1,358,015	185,611	767,652	5,064,660

Oklahoma City Urban Renewal Authority
Schedule of Investments
April 30, 2020

<u>Investments</u>	<u>Interest</u> <u>Rate</u>	<u>Maturity</u> <u>Date</u>	<u>Settlement</u> <u>Date</u>	<u>Amount</u>
Wells Fargo Bank NA CD	2.80%	07/13/20	07/13/18	245,000
Medallion Bank Utah CD	2.70%	07/20/20	07/19/18	245,000
Barclay's Bank Delaware CD	2.90%	10/13/20	10/10/18	247,000
Morgan Stanley Bank NA CD	2.45%	01/25/21	01/25/18	247,000
American Express Bank FSB CD	2.25%	05/24/21	05/24/17	247,000
Ally Bank CD	1.70%	01/31/22	01/30/20	245,000
BMW Bank North America CD	3.00%	07/13/21	07/13/18	245,000
Total Investments	2.54%			1,721,000