

AGENDA FOR  
SPECIAL MEETING OF  
OKLAHOMA CITY REDEVELOPMENT AUTHORITY  
CONFERENCE ROOM  
431 WEST MAIN, SUITE B  
WEDNESDAY, JUNE 20, 2018  
2:30 P.M.

- I. Call to Order
- II. Statement of Compliance with the Oklahoma Open Meeting Law
- III. Roll Call
- IV. Reading and Approval of Minutes of a Special Meeting held on Wednesday, March 14, 2018
- V. Resolution No. \_\_\_\_\_ Authorizing Negotiation and Finalization of the Founding Participants Agreement with the Oklahoma Health Center Foundation in Support of the Oklahoma Regional Innovation District Project Plan
- VI. Resolution No. \_\_\_\_\_ Authorizing the Execution of the Innovation District Support Agreement with OU Medicine, Inc. in Support of the Oklahoma Regional Innovation District Project Plan
- VII. Resolution No. \_\_\_\_\_ of the Oklahoma City Redevelopment Authority Approving Proposal by BKD, LLP to Provide an Audit of Accounts for the Fiscal Year Ending June 30, 2018 and Authorizing the Chairman and the Executive Director to Execute the Proposal
- VIII. Resolution No. \_\_\_\_\_ of the Oklahoma City Redevelopment Authority Authorizing Advancements for Payment of Certain Costs Incurred by the Oklahoma City Urban Renewal Authority in Connection with Proposed and Approved Projects and Approving and Ratifying Actions through June 20, 2018
- IX. Resolution No. \_\_\_\_\_ Approving Annual Budget for Legal Services between the Oklahoma City Redevelopment Authority and the Center for Economic Development Law for Fiscal Year beginning July 1, 2018 and ending June 30, 2019
- X. Presentation of Interim Financial Report for the Period Ending April 30, 2018
- XI. Update on Agreement with Oklahoma City Public Schools for 900 N. Klein
- XII. New Business

OCRA AGENDA

June 20, 2018

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XIII. Comments from Trustees

XIV. Comments from Citizens

XV. Adjournment

POSTED at the offices of the Oklahoma City Redevelopment Authority and the City Clerk's Office by  
2:30 p.m., Monday, June 18, 2018 by Pam Lunnon, Executive Assistant

MINUTES OF SPECIAL MEETING  
OF THE  
OF THE OKLAHOMA CITY REDEVELOPMENT AUTHORITY

A Special Meeting of the Trustees of the Oklahoma City Redevelopment Authority (“Redevelopment Authority”) was held on Wednesday, March 14, 2018, at 9:30 a.m. in the Conference Room at 431 West Main, Suite B; Oklahoma City, OK.

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

Mr. J. Larry Nichols  
Mr. James R. Tolbert, III  
Mr. Russell M. Perry  
Mr. Mark Beffort  
Councilman Larry McAtee  
Councilman David Greenwell

Trustee Absent:

Ms. Mary Mélon

Staff Present:

Catherine O’Connor, Executive Director  
Leslie Batchelor, OCURA Associate General Counsel, CEDL  
Dan Batchelor, OCURA General Counsel, CEDL  
Cassie Poor, Mitchell Moore, Pam Lunnon, Geri-Kenfield-Harlan, Michael Owens,  
Cynthia McCullum, The Alliance for Economic Dev. of OKC

Others Present:

Ron Bradshaw, Colony Partners

The Chairman asked for a motion to approve, as circulated, the minutes of a Regular Meeting held on Wednesday, January 17, 2018.

Mr. Beffort moved the adoption of the minutes and upon second by Mr. Perry, the vote was as follows:

Trustee J. Larry Nichols	Aye
Trustee James R. Tolbert, III	Aye
Trustee Mary Mélon	Absent
Trustee Russell M. Perry	Aye
Trustee Mark Beffort	Aye
Councilman Larry McAtee	Aye

Councilman David Greenwell            Aye

Minutes Adopted.

*The Chairman introduced the following resolution:*

*Resolution No. 182 entitled:*

**“Resolution Authorizing Funding of Assistance in Development Financing to Page Woodson Development, LLC, for Phase I of the Project Consistent with the Development Financing and Subordinated Loan Agreement, Oklahoma Regional Innovation District Project Plan”**

Ron Bradshaw, Colony Partners made presentation.

Mr. Perry, moved the adoption of this resolution and upon a second by Councilman Greenwell, the vote was as follows:

Trustee J. Larry Nichols	Aye
Trustee James R. Tolbert, III	Aye
Trustee Mary Mélon	Absent
Trustee Russell M. Perry	Aye
Trustee Mark Beffort	Aye
Councilman Larry McAtee	Aye
Councilman David Greenwell	Aye

Resolution Adopted

*Resolution No. 183 entitled:*

***“Authorizing the Executive Director to Negotiate and Enter into a Professional Services Agreement with Perkins+Will for the Development of a Land Use and Strategic Development Plan for the Oklahoma Regional Innovation District; and Authorizing the Executive Director to Negotiate and enter into Memorandums of Understanding with the Office of Management and Enterprise Services, the University Of Oklahoma, the Presbyterian Health Foundation, and the Oklahoma Health Center Foundation Concerning Participation in Land Use and Strategic Development Planning Effort”***

Mr. Beffort, moved the adoption of this resolution and upon a second by Mr. Perry, the vote was as follows:

Trustee J. Larry Nichols	Aye
Trustee James R. Tolbert, III	Aye
Trustee Mary Mélon	Absent

Trustee Russell M. Perry	Aye
Trustee Mark Beffort	Aye
Councilman Larry McAtee	Aye
Councilman David Greenwell	Aye

Resolution Adopted

***Presentation of Interim Financial Reports for the Period Ending January 31, 2018***

Ms. Kenfield-Harlan presented the financial statements for the period ending January 31, 2018.

Mr. Tolbert, moved to receive financials and upon a second by Mr. Beffort, the vote was as follows:

Trustee J. Larry Nichols	Aye
Trustee James R. Tolbert, III	Aye
Trustee Mary Mélon	Absent
Trustee Russell M. Perry	Aye
Trustee Mark Beffort	Aye
Councilman Larry McAtee	Aye
Councilman David Greenwell	Aye

Financial Received

There being no further business to come before the Board, meeting was adjourned at 9:47 a.m.

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SECRETARY

# OKLAHOMA CITY REDEVELOPMENT AUTHORITY

**TRUSTEES**

J. Larry Nichols  
Chairman

James R. Tolbert III  
Vice Chairman

Mark Beffort

David Greenwell

Larry McAtee, Jr.

Mary Melon

Russell M. Perry

**EXECUTIVE DIRECTOR**

Catherine O'Connor

To: Board of Trustees of the Oklahoma City Redevelopment Authority

From: Catherine O'Connor, Executive Director

Date: June 20, 2018

Ref: Resolution Authorizing Negotiation and Finalization of the Founding Participants Agreement with the Oklahoma Health Center Foundation in support of the Oklahoma Regional Innovation District Project Plan

**Background:** On December 20, 2016, The City of Oklahoma City adopted the Oklahoma Regional Innovation District Project Plan. The Founding Participants Agreement between the Oklahoma Health Center Foundation, as the Governance Entity and the Founding Participants, provides for the governance organization, establishes a governance board of directors, and provides a framework for participation and membership. It also includes financial commitments and other rights, privileges, and obligations of participants, and directives to establish committees and teams to achieve the goals and objectives of the Project Plan, and the administration and operation of the Innovation District.

Pursuant to the Founding Participants Agreement, the Oklahoma City Redevelopment Authority will be authorized to enter into organizational agreements, participation agreements, implementation agreements, and financing agreements with entity participants, under the direction of the Founding Participants, to implement the objectives of the Innovation District. The Oklahoma City Redevelopment Authority commits to an annual contribution of \$100,000 to support the achievement of the objectives of the Project Plan.

**Summary of Agenda Item:** Authorize the Executive Director to negotiate and finalize the terms of the Founding Participants Agreement with the Founding Participants.

**Staff Recommendation:** Approval of Resolution

**Attachments:** Founding Participants Agreement

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

**RESOLUTION AUTHORIZING NEGOTIATION AND FINALIZATION OF THE  
FOUNDING PARTICIPANTS AGREEMENT WITH THE OKLAHOMA HEALTH  
CENTER FOUNDATION IN SUPPORT OF THE OKLAHOMA REGIONAL  
INNOVATION DISTRICT PROJECT PLAN**

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

**WHEREAS**, the Project Plan provides for the creation of a governance entity under the direction of the Founding Participants identified as the Greater Oklahoma City Chamber of Commerce, the Oklahoma Health Center Foundation, the Presbyterian Health Foundation, the Oklahoma Medical research Foundation, the University of Oklahoma Health Sciences Center, and the Oklahoma City Redevelopment Authority (“Founding Participants”), which governance entity is to be responsible for the development of Innovation District initiatives, support for participation, and coordination of implementation activities; and

**WHEREAS**, as provided in the Project Plan, the governance entity is to establish the framework and procedures for participation with entity participants, individual participants, and neighborhood community participants pursuant to organizational agreements, participation agreements, implementation agreements, and financing agreements with the governance entity; and

**WHEREAS**, Legal Counsel has drafted a Founding Participants Agreement between the Oklahoma Health Center Foundation, as the Governance Entity and the Founding Participants, providing for the governance organization, establishing a governance board of directors, providing a framework for participation and membership, including financial commitments and other rights, privileges, and obligations of participants, and directives for establishing committees and teams to achieve the goals and objectives of the Project Plan, and the administration and operation of the Innovation District; and

**WHEREAS**, pursuant to the Founding Participants Agreement, the Oklahoma City Redevelopment Authority will be authorized to enter into organizational agreements, participation agreements, implementation agreements, and financing agreements with entity participants, under the direction of the Founding Participants, pursuant to which the entity participant will undertake one or more actions, obligations, or responsibilities and exercise certain rights and privileges, in furtherance of the objectives of the Innovation District; and

**WHEREAS**, it is appropriate and desirable for the Oklahoma City Redevelopment Authority to support the achievement of the objectives of the Project Plan, by participating as a Founding Participant in the Founding Participants Agreement, committing to an annual contribution of \$100,000 thereunder, and to negotiate and execute organizational agreements,

participation agreements, implementation agreements, and financing agreements with entity participants pursuant to the Founding Participants Agreement; and

**WHEREAS**, it is appropriate and desirable for Legal Counsel and the Executive Director to negotiate and finalize the terms of the Founding Participants Agreement with the Founding Participants, and upon such agreement and finalization for the Executive Director to execute the Founding Participants Agreement, and further to authorize such other actions as are necessary and appropriate in connection with the execution and delivery of the Founding Participants Agreement.

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

1. The Executive Director and Legal Counsel are hereby authorized and directed to negotiate and finalize the terms of the Founding Participants Agreement with the Founding Participants.
2. Upon finalization of the terms of the Founding Participants Agreement, with the advice and guidance of Legal Counsel, the Executive Director is authorized and directed to execute the Founding Participants Agreement, with the Oklahoma City Redevelopment Authority being named as a Founding Participant, committing to an annual financial commitment of \$100,000, and to provide additional support to achieve the objectives of the Project Plan through organizational agreements, participation agreements, implementation agreements, and financing agreements with entity participants.
3. The Executive Director and Legal Counsel are authorized to execute such documents and take such other actions as may be necessary or appropriate to implement this approval, including, finalizing and executing agreements and other documents necessary or appropriate to execute and deliver the Founding Participants Agreement.

I, \_\_\_\_\_, Secretary of the Board of Trustees of the Oklahoma City Redevelopment Authority, certify that the foregoing Resolution No. \_\_\_\_\_ was duly adopted at a **special** meeting of the Board of Trustees of the Oklahoma City Urban Renewal Authority, held at the Arts District Garage Conference Room, 431 West Main Street, Suite B, Oklahoma City, Oklahoma 73102, on the **20<sup>th</sup>** day of **June, 2018**; that said meeting was held in accordance with the By-Laws of the Authority and the Oklahoma Open Meetings Act; that any notice required to be given of such meeting was properly given; that a quorum was present at all times during said meeting; and that the Resolution was duly adopted by a majority of the Trustees present.

\_\_\_\_\_  
SECRETARY

(SEAL)



## INNOVATION DISTRICT

### FOUNDING PARTICIPANTS AGREEMENT

**WHEREAS**, the accomplishments of the Oklahoma Health Center Economic Development Project Plan in nourishing the growth of the Oklahoma Health Center, led by the continuing development of the University of Oklahoma Health Sciences Center and the success of other significant developments, including the General Electric Global Oil & Gas Research Center, have made possible the initiation of an Innovation District strategy; and

**WHEREAS**, the Brookings Institution study, funded by Founding Participants (Greater Oklahoma City Chamber of Commerce, Oklahoma Health Center Foundation, Presbyterian Health Foundation, Oklahoma Medical Research Foundation, University of Oklahoma Health Sciences Center, and Oklahoma City Redevelopment Authority), recommended formal approval and implementation of an Innovation District plan; and

**WHEREAS**, the City Council of the City of Oklahoma City formally adopted the Oklahoma Regional Innovation District Project Plan (“Project Plan”) on December 20, 2016, containing legal and financial authorizations, objectives, and guidelines for governance and implementation of the Project Plan; and

**WHEREAS**, capitalized terms used here and not otherwise defined shall have the meaning ascribed to them in the Project Plan; and

**WHEREAS**, the Project Plan provides for the organization of a Governance Entity and the execution of Participation Agreements in order to undertake Innovation District initiatives, provide support for participation, create and nourish critical relationships, and coordinate implementation activities; and

**WHEREAS**, the Oklahoma Health Center Foundation is established as the Governance Entity, which will be restructured to satisfy the requirements applicable to the Governance Entity as specified herein and in the Project plan; and

**WHEREAS**, this Founding Participants Agreement, by and between the Governance Entity and the Founding Participants, is intended to establish the framework for Innovation District participation and implementation.

**THEREFORE**, FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES AND OBLIGATIONS CONTAINED IN THIS FOUNDING PARTICIPATION AGREEMENT, EACH OF THE UNDERSIGNED PARTIES AGREE AS FOLLOWS:

1. **INTERIM PURPOSE.** The purpose of this Agreement is to establish the Oklahoma Health Center Foundation as the Governance Entity and provide for the initial organization, operational financing, and relationship structure for the Innovation District. This Agreement will be replaced by execution of an Innovation District Participation Agreement between each Founding Participant and the Governance Entity.

2. **PROJECT OBJECTIVES.** Building on the strength of the previous developments in and around the Oklahoma Health Center and acting on the recommendations of the Brookings Institution, the Oklahoma Regional Innovation District Project Plan objectives include the creation of an Innovation District by:

- a. Establishing an Oklahoma Center for Energy and Health Collaboration that serves as the physical and programmatic umbrella for innovation and applied research within these and other sectors.
- b. Implementing a technology-based economic development and entrepreneurship effort within the innovation district specifically tasked with overseeing strategic business development, technology business attraction, marketing, and regional cluster development between entrepreneurs, small and medium-sized enterprises, and large firms.
- c. Creating a denser, more active, and better-connected mixed-use urban environment in and around the innovation district, an essential complement to the actions recommended above to build a collaborative network among institutions and companies to spark innovation and firm development.
- d. Forming a standing committee on diversity, inclusion, and education charged with overseeing the design of strategies aimed at forging better economic, social, physical and educational connections between the innovation district and the underserved communities surrounding it.
- e. Financing, construction, and long-term leasing of business incubator, accelerator, education, training, and multi-use facilities to promote economic development in the Project Area;
- f. Providing enhanced education programs, skills training programs, internships, workforce development, and entrepreneurial support activities;
- g. Financing, construction, and operation of public places (including meeting room space, work space, conference facilities, gathering space, entertainment space, and arts and cultural space, green space, and open space), and parking facilities in support of Innovation District entrepreneurial and development activities and supporting development objectives for the Innovation District; and
- h. Financing, construction, and development of supporting residential and commercial facilities in the Innovation District.

3. **GOVERNANCE ORGANIZATION.** Oklahoma Health Center Foundation is hereby designated as the governance organization (“Governance Entity”) responsible for the development of Innovation District initiatives, support for participation, nourishment of relationships, and coordination of implementation activities.

The Governance Entity shall be organized and operated exclusively for the administration and operation of the Innovation District under the following principles: (1) no single Founding Participant or other individual or organization may exercise voting or operational control over the Governance Entity, (2) the Governance Entity may compensate organizers, Founding Participants, or any other individual or organization to accomplish the objectives of the Innovation District, and (3) its business, operations, and affairs shall be focused on the creation, development, expansion, functioning, administration, and operation of the Innovation District, including implementation of the Project Plan.

4. **GOVERNANCE BOARD OF DIRECTORS.** The Board of Directors of the Governance Entity shall be comprised of designated or appointed representatives of the Founding Participants, and only such other entities that have unique combination assets, responsibilities, location, and relationships that are critical to the mission of the Innovation District, as approved or determined by the Board of Directors from time to time (“Governance Participants”). In addition to the Founding Participants, Governance Participants will include (a) the Oklahoma City Urban Renewal Authority (owning property in the area and authorized to redevelop properties in the area), (b) an organization representing interests of the residents near the Innovation District area, including the JFK neighborhood organization and other nearby areas, as approved by the Board of Directors, (c) the General Electric Global Oil & Gas Research Center, a major new applied technology research facility located in the area with a business mission supportive of the Innovation District objectives, and (d) i2e, Inc., a not-for-profit organization focused on entrepreneurial and business enterprise development.

Additional Governance Participants may include the following and others, subject to the approval of the Board of Directors:

- a. One or two general members designated by the Board of Directors.
- b. The Oklahoma School of Science and Mathematics may be appropriate for Governance participation if any portion of the school property is placed under a long term lease or other agreement for development in support of the Innovation District.
- c. The Oklahoma Health Sciences Center may require representation from both the University and the University Hospital Trust (or its not-for-profit operating entity).
- d. The Greater Oklahoma City Chamber of Commerce may designate an additional member to represent the business community at large.

5. **PARTICIPATION AND MEMBERSHIP.** The Governance Entity shall establish the framework and procedures for participation. Participants shall include (a) entity participants, (b) individual participants, and (c) neighborhood/community participants.

*Entity participants may include any community, area, or regional entity, public or private, which may contribute to the mission of the Innovation District. Public and private entity participation from entities in the region may include, but is not limited to, the Oklahoma City Public Schools (“I-89”), Metrotech (“Vo-Tech 22”), the Oklahoma School of Science and Mathematics (“OSSM”), institutions of higher learning, i2E, the entities listed in Section 4 above, and any other entities that may desire to participate from time to time in supporting the objectives of the Project Plan.*

Entity participants shall enter participation agreements with respect to their respective Innovation District participation and obligations. Entity Participants may have one or more representatives engaged in the governance, operations, activities, programs, and services of the Innovation District.

All Governance Participants and other participants described herein are members of the Innovation District Organization. Membership is non-transferable.

6. **CATEGORIES OF PARTICIPATION AND MEMBERSHIP.**

- a. Governance Participants: Identified in Section 4 above.
- b. General Entity Participants:
  - i. General Members (For Profit)
  - ii. General Members (Not-For-Profit)
  - iii. General Members (Mission Related)
  - iv. Neighborhood/Community Organizations
- c. Other Participants (Affiliate Members):
  - i. Other Organizations. Other organizations (non-members) invited to participate due to their interests or relationships.
  - ii. Individual Participants. Individual participants are those invited to participate by reason of their interests and knowledge.

7. **FINANCIAL SUPPORT (including equivalent value) as consideration for the mutual benefits derived from the Innovation District:**

	<b><u>Annual Commitment</u></b>
Each Founding Participant:	TBD
Other Governance Participants:	Individually determined
<b><u>General Entity Participants:</u></b>	
General Members:	TBD
For Profit:	TBD
Not-for-Profit:	TBD
Mission Members:	TBD
Neighborhood/Community Organizations:	TBD
<b><u>Other Participants (Affiliate Members):</u></b>	
Other Organizations	TBD
Individuals Participants	TBD

Sources of financial support may include funds, services, property, or any combination thereof.

8. **OBLIGATIONS OF PARTICIPANT MEMBERS.** The initial obligations of Participant Members are described below. Other rights and privileges, including, without limitation, voting rights will be described in more detail with the restructure of the Governance Entity.

- a. Payment of Annual Dues.
- b. Attendance at Meetings.
  - i. Governance Board – Policy and Authorizations – Monthly
  - ii. General Membership Meetings –Annual Major Direction Authorizations and Selection of Two Board Members
- c. Participation in Committees (or Working Groups).
  - i. Governance Members – Participation in all Committees (or Working Groups)
  - ii. General Members – Participation in Committees (or Working Groups) in Subjects of Interest
  - iii. Committees (or Working Groups)
    - a. Energy and Health Collaboration
    - b. Placemaking (Mixed-use, connected Development)
    - c. Innovation and Entrepreneurship
    - d. Inclusion and Education

- d. Acquisition, Development, and Use of Real Property and Facilities.
  - i. Property Acquired Within Project Area – Subject to covenant or agreement to make payments in lieu of taxes (for the term of the Increment District – or for twice the term at one-half the amount) unless property is converted to a new Constitutionally tax-exempt use or is determined by the Oklahoma City Redevelopment Authority (“OCRA”) to be in the interest of the Innovation District.
  - ii. Periodic Inventory of Property and Facilities - Review property and facilities for availability by area and/or time for other uses and potential development in support of the Innovation District Project.
  - iii. Transfer for Development – Lease, transfer, or otherwise make available property and facilities for use and development to the Oklahoma City Redevelopment Authority at mutually acceptable fair value. Ninety percent (90 %) shall be paid to the transferring owner and ten (10%) shall be paid to OCRA to be used for authorized project costs and activities.

9. **OPERATIONS AND IMPLEMENTATION.** The decisions of the Governance Board of Directors shall be implemented under the direction of the Chief Executive Officer (“CEO”).

The CEO shall work with and through an Executive Implementation Team comprised of representatives of entities furnishing substantial property and/or funding (in addition to annual dues) to support the objectives of the Innovation District, along with organization and development legal counsel, and such other members as may be necessary or appropriate to achieve Innovation District goals.

10. **ROLE OF OCRA AND OCURA.** The Oklahoma City Redevelopment Authority, a public trust, and the Oklahoma City Urban Renewal Authority, a public body corporate, are respectively authorized to, and may, where appropriate, enter into organizational agreements, participation agreements, implementation agreements, and financing agreements with any Entity Participant or Governance Participant under the direction of the Founding Participants.

Participation Agreements shall mean an agreement between Entity Participants and the Governance Entity, Oklahoma City Redevelopment Authority, a public trust, and/or Oklahoma City Urban Renewal Authority, a public body corporate, pursuant to which the Entity Participant will undertake one or more actions, obligations, or responsibilities and exercise certain rights and privileges, all in furtherance of the objectives of the Innovation District.

By way of illustration, and not limitation, the Oklahoma City Redevelopment Authority, a public trust, is authorized to enter agreements with I-89, Vo-Tech 22, OSSM, and other public institutions to allocate revenue streams as provided in Section IX. E. of the Project Plan and to retain a revenue stream to implement Plan objectives, including specifically to fund agreements for entrepreneurial support to be provided by i2E.

11. **CONDITIONS AND LIMITATIONS.** Nothing in this Agreement or subsequent Participation Agreements shall: create any liability other than the lawful obligations therein, abrogate any requirement for member entity approval of any agreements or other actions required by law, or relieve any Founding Participant of any obligations required by law. Nothing herein creates a partnership or joint venture among the parties to this Agreement, or renders any party liable for any of the debts or obligations of any other party. The provisions of this Agreement confer no rights or privileges to any third-party beneficiaries or any other person except as may be expressly provided herein.

12. **EFFECTIVE DATE.** This Agreement is made effective September 1, 2017.

**GOVERNANCE ENTITY:**

**Oklahoma Health Center Foundation,**  
an Oklahoma not for profit corporation

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Executed on the \_\_\_\_ day of \_\_\_\_\_, 2017

**FOUNDING PARTICIPANTS:**

**Greater Oklahoma City Chamber of Commerce,**  
an Oklahoma not for profit corporation

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Executed on the \_\_\_\_ day of \_\_\_\_\_, 2017

**Presbyterian Health Foundation,**  
an Oklahoma not for profit corporation

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Executed on the \_\_\_\_ day of \_\_\_\_\_, 2017

**Oklahoma Medical Research Foundation,**  
an Oklahoma not for profit corporation

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Executed on the \_\_\_\_ day of \_\_\_\_\_, 2017

**The Board of Regents of the University of Oklahoma,** a constitutional entity of the State of Oklahoma

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Executed on the \_\_\_\_ day of \_\_\_\_\_, 2017

**Oklahoma City Redevelopment Authority,**  
a public trust

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

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

Executed on the \_\_\_\_ day of \_\_\_\_\_, 2017

DRAFT



# OKLAHOMA CITY REDEVELOPMENT AUTHORITY

**TRUSTEES**

J. Larry Nichols  
Chairman

James R. Tolbert III  
Vice Chairman

Mark Beffort

David Greenwell

Larry McAtee, Jr.

Mary Melon

Russell M. Perry

**EXECUTIVE DIRECTOR**

Catherine O'Connor

To: Board of Trustees of the Oklahoma City Redevelopment Authority

From: Catherine O'Connor, Executive Director

Date: June 20, 2018

Ref: Resolution Authorizing the Execution of the Innovation District Support Agreement with OU Medicine, Inc. in support of the Oklahoma Regional Innovation District Project Plan

**Background:** On December 20, 2016, The City of Oklahoma City approved the Oklahoma Regional Innovation District Project Plan. Under the Project Plan, the boundaries of Increment District No. 1 were modified and Increment District No. 11 was established. As of February 1, 2018, OU Medicine, Inc., an Oklahoma not-for-profit corporation acquired the OU Medical Center from HCA Health Services of Oklahoma, Inc. The OU Medical Center has historically been in Increment District No. 1. The amended Project Plan provides that non-exempt properties which are located in Increment District No. 1 and that become exempt will be deleted from Increment District No. 1 and added to Increment District No. 11.

OU Medicine, Inc. has agreed to execute an Innovation District Support Agreement, as a covenant running with the land, which provides that OU Medicine and any future owners or successors in interest of the Property will pay no less than eight annual payments of ad valorem real and personal property taxes in an amount equal to fifty percent of the ad valorem real and personal property taxes previously assessed against the Property for the 2017 tax year, which amount has been determined and agreed to be \$1,165,636.20. Payment will be made directly to the Oklahoma City Redevelopment Authority, commencing on November 1, 2019, and continuing through November 1, 2026.

**Summary of Agenda Item:** Authorize the Executive Director to execute the Innovation District Support Agreement with OU Medicine.

**Staff Recommendation:** Approval of Resolution

**Attachments:** Innovation District Support Agreement

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

**RESOLUTION AUTHORIZING THE EXECUTION OF THE INNOVATION DISTRICT SUPPORT AGREEMENT WITH OU MEDICINE, INC. IN SUPPORT OF THE OKLAHOMA REGIONAL INNOVATION DISTRICT PROJECT PLAN**

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

**WHEREAS**, under the Project Plan, the boundaries of Increment District No. 1, City of Oklahoma City and Increment District No. 7, City of Oklahoma City, were modified, and Increment District No. 11, The City of Oklahoma City (“Increment District No. 11”) was established; and

**WHEREAS**, as of February 1, 2018, OU Medicine, Inc., an Oklahoma not-for-profit corporation (“OU Medicine”) acquired from HCA Health Services of Oklahoma, Inc., an Oklahoma corporation, certain real property and improvements located in Oklahoma City, Oklahoma City, commonly known as the OU Medical Center (“Property”); and

**WHEREAS**, with the adoption of the Oklahoma Health Center Economic Development Project Plan on January 5, 1993 and under the Project Plan, the Property has historically been in Increment District No. 1. The amended Project Plan provides that non-exempt properties which are located in Increment District No. 1 and that become exempt will be deleted from Increment District No. 1 and added to Increment District No. 11; and

**WHEREAS**, OU Medicine has agreed to execute an Innovation District Support Agreement, as a covenant running with the land, which provides that OU Medicine and any future owners or successors in interest of the Property will pay, or cause to be paid, no less than eight (8) annual payments of ad valorem real and personal property taxes in an amount equal to fifty percent (50%) of the ad valorem real and personal property taxes previously assessed against the Property for the 2017 tax year, which amount has been determined and agreed to be \$1,165,636.20 (the “Minimum Annual Payment”); and

**WHEREAS**, the Minimum Annual Payment shall be made directly to the Oklahoma City Redevelopment Authority, a public trust, commencing on November 1, 2019, and continuing through November 1, 2026; and

**WHEREAS**, it is appropriate and desirable to authorize the execution of the Innovation District Support Agreement and to authorize such other actions as are necessary and appropriate in connection with the execution and delivery of the Innovation District Support Agreement.

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

1. The Executive Director is hereby authorized and directed to execute the Innovation District Support Agreement with OU Medicine.
2. The Officers, Executive Director, and Legal Counsel of OCRA are authorized to execute such documents and take such other actions as may be necessary or appropriate to implement this approval, including confirming appropriate legal descriptions, finalizing and executing agreements, deeds, documents required by the Oklahoma County Treasurer, and any other documents necessary or appropriate to execute and deliver the Innovation District Support Agreement with OU Medicine.
3. The Officers and Staff, with the advice of Legal Counsel, are authorized and directed to prepare annual statements for the Minimum Annual Payment, to collect payment of the Minimum Annual Payment, and to take such other actions as are appropriate or necessary in connection with the payment and collection of the Minimum Annual Payment.

I, \_\_\_\_\_, Secretary of the Board of Trustees of the Oklahoma City Redevelopment Authority, certify that the foregoing Resolution No. \_\_\_\_\_ was duly adopted at a **special** meeting of the Board of Trustees of the Oklahoma City Urban Renewal Authority, held at the Arts District Garage Conference Room, 431 West Main Street, Suite B, Oklahoma City, Oklahoma 73102, on the **20<sup>th</sup>** day of **June, 2018**; that said meeting was held in accordance with the By-Laws of the Authority and the Oklahoma Open Meetings Act; that any notice required to be given of such meeting was properly given; that a quorum was present at all times during said meeting; and that the Resolution was duly adopted by a majority of the Trustees present.

\_\_\_\_\_  
SECRETARY

(SEAL)

After Recording, Return To:

Center for Economic Development Law  
Attn: Dan Batchelor  
301 N. Harvey, Suite 100  
Oklahoma City, Oklahoma 73102

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## **INNOVATION DISTRICT SUPPORT AGREEMENT**

This Innovation District Support Agreement (this “Agreement”) is made effective as of February 1, 2018, by and between the Oklahoma City Redevelopment Authority, a public trust (“Authority”), and OU Medicine, Inc., an Oklahoma not-for-profit corporation (“OU Medicine”), with reference to the following:

A. As of February 1, 2018, OU Medicine acquired from HCA Health Services of Oklahoma, Inc., an Oklahoma corporation (“HCA”) certain real property and improvements located in Oklahoma City, Oklahoma City, and commonly known as the OU Medical Center, as more particularly described on Exhibit “A” attached hereto (“Property”).

B. The City Council of The City of Oklahoma City (the “City”) has approved and adopted the Oklahoma Regional Innovation District Project Plan, an amended Oklahoma Health Center Economic Development Project Plan (the “Project Plan”), modifying the boundaries of Increment District No. 1, City of Oklahoma City and Increment District No. 7, City of Oklahoma City, and also creating and establishing Increment District No. 11, The City of Oklahoma City (“Increment District No. 11”).

C. With the adoption of the Oklahoma Health Center Economic Development Project Plan on January 5, 1993 and under the Project Plan, the Property has historically been in Increment District No. 1. The amended Project Plan provides that non-exempt properties which are located in Increment District No. 1 and that become exempt will be deleted from Increment District No. 1 and added to Increment District No. 11.

D. OU Medicine has agreed to execute this Agreement, as a covenant running with the land, which provides that OU Medicine and any future owners or successors in interest of the Property will pay, or cause to be paid, no less than eight (8) annual payments of ad valorem real and personal property taxes in a certain specified amount as provided herein

OU Medicine hereby agrees and covenants as follows:

1. Imposition of Covenants. This Agreement imposes the covenants described herein against the Property. OU Medicine hereby binds itself and future owners, successors and assigns in interest of the Property (collectively herein referred to as the “Property Owner”) to the covenants herein, which shall continue in effect for the duration described hereinbelow.

2. Minimum Annual Payment Obligation. Commencing on November 1, 2019 and continuing through December 31, 2026 (the “Minimum Payment Obligation Period”), the Property shall be subject to eight (8) annual payment obligations (whether classified, in whole or in part, as a tax payment or as a payment lieu of taxes) in an amount equal to fifty percent (50%) of the ad valorem real and personal property taxes previously assessed against the Property for the 2017 tax year, which amount is hereby determined and agreed to be \$1,165,636.20 (the “Minimum Annual Payment”). The Minimum Annual Payment shall be payable on November 1 of each year and shall be in default if not paid by December 31 thereafter.

3. Obligation to Pay No Less than Minimum Annual Payment. Subject to Section 8 of this Agreement, during the Minimum Payment Obligation Period, the Property Owner shall pay not less than the Minimum Annual Payment to the Authority. During the Minimum Payment Obligation Period, if the county assessment ratios, levy rates, or taxable assessed values that are in effect result in an ad valorem tax liability that is less than the Minimum Annual Payment amount, the Property Owner shall, in addition to paying the assessed ad valorem real and personal property taxes determined based on the county assessment ratios, levy rates, and taxable assessed values then in effect, make a payment in lieu of ad valorem real and personal property taxes in the amount of the difference between (i) the ad valorem real and personal property tax calculation then in effect, and (ii) amount of the Minimum Annual Payment.

4. Payments in Lieu of Ad Valorem Real and Personal Property Taxes. During the Minimum Payment Obligation Period, whenever all or a portion of the Property is exempt from ad valorem real and personal property taxes (whether resulting from ownership of such real or personal property by a public or private tax-exempt entity or a lease or sublease of such property to a public or private tax-exempt entity), the Property Owner shall continue to make (or cause to be made) payments in lieu of ad valorem taxes with respect to the real property and personal property to which such exemption may apply.

5. Lien Securing Minimum Annual Payment Obligations. The Minimum Annual Payment obligation of the Property Owner pursuant to the covenants in this Agreement are secured by a lien (or liens) on the Property in favor of Oklahoma County, Oklahoma (the “County”) for the benefit of the apportionment fund of Increment District No. 11 arising annually at the same time, in the same manner, having the same priority, and subject to the same enforcement and remedies as liens to secure the annual payments of other ad valorem taxes, which lien or liens may also be evidenced by written notice executed by or on behalf of the County, the Authority, or the duly authorized designee of the Authority and filed in the records of the County Clerk of Oklahoma County, and which lien or liens may also be enforced by the County, the Authority, or on its behalf by its authorized designee by foreclosure in the same manner as foreclosure of a mortgage.

6. Covenants Running with the Land. The covenants in this Agreement shall run with the Property as more particularly described in Exhibit A to this Agreement. The Authority shall

be deemed a beneficiary of the covenants in this Agreement, and such covenants shall run in favor of the Authority for the entire period during which such covenants shall be in force and effect. As such beneficiary, in the event of any breach of such covenants, the Authority shall 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 the Authority may be entitled; provided, however, that in all such events, the Authority shall be required to provide notice of any such breach to all lienholders of record at such notice address as is provided in such record document prior to the exercise of any of its rights and remedies hereunder; further provided, however, that the failure to provide such notice shall not prevent the exercise of any of its rights and remedies hereunder.

7. Timing of Annual Payment. The Minimum Annual Payment shall be due and payable by November 1 of each year to the Oklahoma City Redevelopment Authority.

8. No Personal Liability; Right to Dispute Any Tax Increases. In no event shall the covenants in this Agreement constitute a personal liability of the Property Owner, nor will the Property Owner be prevented from disputing any proposed increased ad valorem real and personal property taxes that may be in excess of the Minimum Annual Payment amount. In the event of a default of the Minimum Annual Payment obligation, the beneficiaries of the Minimum Annual Payment pursuant to this Agreement shall look exclusively to the Property for satisfaction thereof and shall not seek or obtain a personal judgment against the Property Owner. Nothing herein is intended to imply that any property that formerly was publicly held is exempt from being placed on the tax rolls after transfer to Owner.

9. Termination of Covenants. The covenants in this Agreement shall terminate upon the end of the Minimum Payment Obligation Period, and, upon such termination, shall be extinguished and of no further force and effect.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, OU Medicine, Inc., an Oklahoma not-for-profit corporation, has executed and delivered this Agreement as of the day and year first above written.

**OU MEDICINE, INC.,**  
an Oklahoma not-for-profit corporation

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

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

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

ACKNOWLEDGEMENT

STATE OF OKLAHOMA            )  
  ) ss:  
COUNTY OF OKLAHOMA        )

Before me, a Notary Public in and for said State, on this \_\_\_\_ day of \_\_\_\_\_, 2018, personally appeared \_\_\_\_\_, to me known to be the identical person who subscribed the name of \_\_\_\_\_, to the foregoing instrument as the \_\_\_\_\_ of \_\_\_\_\_, and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such limited liability company, for the uses and purposes therein set forth.

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

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

My Commission expires: \_\_\_\_\_

My Commission number: \_\_\_\_\_

(Seal or Stamp)

IN WITNESS WHEREOF, the Oklahoma City Redevelopment Authority, a public trust, has executed and delivered this Agreement as of the day and year first above written.

**OKLAHOMA CITY REDEVELOPMENT AUTHORITY,**  
a public trust

By: \_\_\_\_\_  
Catherine O'Connor, Executive Director

ACKNOWLEDGEMENT

STATE OF OKLAHOMA            )  
  ) ss:  
COUNTY OF OKLAHOMA        )

Before me, a Notary Public in and for said State, on this \_\_\_\_ day of \_\_\_\_\_, 2018, personally appeared Catherine O'Connor, to me known to be the identical person who subscribed the name of the Oklahoma City Redevelopment Authority to the foregoing instrument as its Executive Director and acknowledged to me that she executed the same as her free and voluntary act and deed, and as the free and voluntary act and deed of such public body corporate, for the uses and purposes therein set forth.

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

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

My Commission expires: \_\_\_\_\_  
My Commission number: \_\_\_\_\_

(Seal or Stamp)



## EXHIBIT A

### Legal Description of Property

#### PARCEL 1:

A part of Blocks Nine (9), Ten (10), Eleven (11) and Twelve (12) and the vacated streets and alleys adjacent thereto, Howe's Capitol Addition to Oklahoma City, Oklahoma, according to the recorded plat thereof, more particularly described as follows:

Beginning at a point on the North line of Block 9, Howe's Capitol Addition, said point being 27.50 feet West of the Northeast corner of said Block 9;

Thence North  $89^{\circ}48'51''$  West along the North line of Blocks 9 & 10, a distance of 1190.63 feet, more or less, to the East right-of-way line of the Lincoln Boulevard Expressway;

Thence Southeasterly along said East right-of-way, along a curve to the left whose tangent bears South  $1^{\circ}51'00''$  East having a radius of 1,537.02 feet, a distance of 544.16 feet, more or less to a point of reverse curve;

Thence Southeasterly along said East right-of-way line, along a curve to the right having a radius of 1737.02 feet a distance of 167.73 feet, more or less, to a point; said point being 12.50 feet South of the South line of said Block 11;

Thence South  $89^{\circ}47'37''$  East parallel to and 12.50 feet South of the South line of said Block 11, a distance of 1,020.43 feet, more or less, to a point 27.50 feet West of the East line of said Block 12 extended;

Thence North  $00^{\circ}10'36''$  East parallel to and 27.50 feet West of the East line of said Block 12 and 9, a distance of 687.50 feet to the Point or Place of Beginning;

Less and Except:

A part of Block 9 and 12 and the vacated street and alleys adjacent thereto, Howe's Capitol Addition to Oklahoma City, Oklahoma, more particularly described as follows:

Beginning at a point on the North line of Block 9, said Howe's Capitol Addition, said point being 27.50 feet West of the Northeast corner of said Block 9;

Thence North  $89^{\circ}48'51''$  West along the North line of said Block 9, a distance of 360.00 feet:

Thence South  $00^{\circ}10'36''$  West a distance of 687.37 feet to a point being 12.50 feet South of the South line of said Block 12;

Thence South  $89^{\circ}47'37''$  East, parallel to and 12.50 feet South of the South line of said Block 12, a distance of 360.00 feet to a point 27.50 feet West of the East line of said Block 12;

Thence North  $00^{\circ}10'36''$  East, parallel to and 27.50 feet West of the East line of said Blocks 12 and 9, a distance of 687.50 feet to a Point or Place of Beginning.

PARCEL 2:

A part of Blocks Nine (9) and Twelve (12) and the vacated streets and alleys adjacent thereto, in Howe's Capitol Addition, to Oklahoma City, Oklahoma County, Oklahoma, according to the recorded plat thereof, more particularly described as follows:

Commencing at the Northeast corner of Block 9, Howe's Capitol Addition;

Thence North  $89^{\circ}48'51''$  West along the North line of said Block 9, a distance of 27.50 feet;

Thence South  $00^{\circ}10'36''$  West parallel to, and 27.50 feet West of the East line of said Blocks 9 and 12 a distance of 172.70 feet to the Point or Place of Beginning:

Thence North  $89^{\circ}47'37''$  West a distance of 360.00 feet;

Thence South  $00^{\circ}10'36''$  West a distance of 366.50 feet;

Thence South  $89^{\circ}47'37''$  East a distance of 360.0 feet to a point 27.50 feet West of the East line of said Block 12;

Thence North  $00^{\circ}10'36''$  East parallel to and 27.50 feet West of the East line of said Blocks 12 and 9 a distance of 366.50 feet to the Point or Place of Beginning.

# OKLAHOMA CITY REDEVELOPMENT AUTHORITY

**TRUSTEES**

J. Larry Nichols  
Chairman

James R. Tolbert III  
Vice Chairman

Mark Beffort

David Greenwell

Larry McAtee, Jr.

Mary Melon

Russell M. Perry

**EXECUTIVE DIRECTOR**

Catherine O'Connor

To: Board of Trustees of the Oklahoma City Redevelopment Authority

From: Catherine O'Connor, Executive Director

Date: June 20, 2018

Ref: Resolution of the Oklahoma City Redevelopment Authority Approving Proposal by BKD, LLP to Provide an Audit of Accounts for the Fiscal Year Ending June 30, 2019 and Authorizing the Chairman and the Executive Director to Execute the Proposal

**Background:** BKD, LLP has served as OCRA's auditor for the past 5 years and has submitted a proposal to audit the financial activities for the fiscal year ending June 30, 2019, for a fee of Twenty One Thousand Five Hundred Ninety Dollars (\$21,590) plus travel and expenses associated with performing the audit and an administrative fee of 4%. The cost increase from the previous year's proposal is \$1,815. The Executive Director and staff have been pleased with the performance of BKD on past audits and would like to retain their services for the audit of fiscal year 2019 activities.

**Summary of Agenda Item:** The resolution for consideration approves the proposal by BKD, LLP to audit the activities of OCRA for the fiscal year ending June 30, 2019.

**Recommendation:** Approval of Resolution

**Attachments:** BKD, LLP Engagement Letter

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

**RESOLUTION OF THE OKLAHOMA CITY REDEVELOPMENT AUTHORITY  
APPROVING PROPOSAL BY BKD, LLP TO PROVIDE AN AUDIT OF ACCOUNTS  
FOR THE FISCAL YEAR ENDING JUNE 30, 2018 AND AUTHORIZING THE  
CHAIRMAN AND THE EXECUTIVE DIRECTOR TO EXECUTE THE PROPOSAL**

---

**WHEREAS**, the Oklahoma City Redevelopment Authority, a public trust (“OCRA”), was created for the purpose of assisting in the implementation of economic development and redevelopment projects and to provide financial assistance to the Oklahoma City Urban Renewal Authority (“Authority”) in connection with its proposed and approved redevelopment activities; and

**WHEREAS**, BKD, LLP is highly qualified to audit the financial activities of OCRA; and

**WHEREAS**, BKD, LLP submitted a proposal to audit the financial activities of OCRA for the fiscal year ending June 30, 2018; and

**WHEREAS**, the Executive Director and Legal Counsel have reviewed and recommend acceptance of the proposal by BKD, LLP to audit the financial activities of OCRA for the fiscal year ending June 30, 2018, for a fee of Twenty One Thousand Five Hundred Ninety Dollars (21,590.00), plus travel and expenses associated with performing the audit; and

**WHEREAS**, the Board of Trustees of OCRA deems it appropriate and desirable to approve the proposal submitted by BKD, LLP and authorize the Chairman and the Executive Director to execute the proposal.

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

1. The proposal by BKD, LLP to audit the financial activities of OCRA for the fiscal year ending June 30, 2018, for a fee of Twenty One Thousand Five Hundred Ninety Dollars (21,590.00) is hereby approved.
2. The Chairman, Executive Director, and Legal Counsel of OCRA are authorized to execute such documents and take such actions as may be necessary or appropriate to implement this authorization.

I, \_\_\_\_\_, Secretary of the Board of Trustees of the Oklahoma City Redevelopment Authority, certify that the foregoing Resolution No. \_\_\_\_\_ was duly adopted at a **special** meeting of the Board of Trustees of the Oklahoma City Urban Renewal Authority, held at the Arts District Garage Conference Room, 431 West Main Street, Suite B, Oklahoma City, Oklahoma 73102, on the **20<sup>th</sup>** day of **June, 2018**; that said meeting was held in accordance with the By-Laws of the Authority and the Oklahoma Open Meetings Act; that any notice required to be given of such meeting was properly given; that a quorum was present at all times during said meeting; and that the Resolution was duly adopted by a majority of the Trustees present.

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SECRETARY

(SEAL)

June 15, 2018

Board of Trustees  
Ms. Catherine O'Connor, Executive Director  
Ms. Geri Harlan, Chief Financial Officer  
Oklahoma City Redevelopment Authority  
105 N. Hudson Avenue, Suite 101  
Oklahoma City, OK 73102

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

### **Engagement Objectives and Scope**

We will audit the basic financial statements of OCRA as of and for the year ended June 30, 2018, and the related notes to the basic financial statements.

Our audit will be conducted with the objective of expressing an opinion on the financial statements.

### **Our Responsibilities**

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (GAAS). Those standards require that we plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether caused by fraud or error. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

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

Board of Trustees  
Ms. Catherine O'Connor, Executive Director  
Ms. Geri Harlan, Chief Financial Officer  
Oklahoma City Redevelopment Authority  
Page 2

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

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

Michael Madsen, senior manager, is responsible for supervising the engagement and authorizing the signing of the report or reports.

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

We will also express an opinion on whether the Budget-to-Actual Expenditure Comparison (supplementary information) is fairly stated, in all material respects, in relation to the financial statements as a whole.

### **Your Responsibilities**

Our audit will be conducted on the basis that management acknowledges and understands that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America
2. For the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error

Board of Trustees  
Ms. Catherine O'Connor, Executive Director  
Ms. Geri Harlan, Chief Financial Officer  
Oklahoma City Redevelopment Authority  
Page 3

3. To provide us with:
  - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation and other matters
  - b. Additional information that we may request from management for the purpose of the audit
  - c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence

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

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

With regard to supplementary information:

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

### **Other Services**

We will provide you with the following nonattest services:

- Preparing a draft of the financial statements and related notes
- Formatting, binding and printing the financial statements



Board of Trustees  
Ms. Catherine O'Connor, Executive Director  
Ms. Geri Harlan, Chief Financial Officer  
Oklahoma City Redevelopment Authority  
Page 4

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

### **Engagement Fees**

The fee for our services will be \$21,590. In addition, you will be billed travel costs and fees for services from other professionals, if any, as well as an administrative fee of 4% to cover items such as copies; postage and other delivery charges; supplies; technology-related costs such as computer processing, software licensing, research and library databases; and similar expense items.

Our fees are based upon the understanding that your personnel will be available to assist us and that our work can be performed within the period of August 13 to August 17, 2018. Assistance from your personnel is expected to include:

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

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

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

Board of Trustees  
Ms. Catherine O'Connor, Executive Director  
Ms. Geri Harlan, Chief Financial Officer  
Oklahoma City Redevelopment Authority  
Page 5

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

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

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

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

### **Other Engagement Matters and Limitations**

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

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

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

Board of Trustees  
Ms. Catherine O'Connor, Executive Director  
Ms. Geri Harlan, Chief Financial Officer  
Oklahoma City Redevelopment Authority  
Page 6

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

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

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

We may from time to time utilize third-party service providers, *e.g.*, domestic software processors or legal counsel, or disclose confidential information about you to third-party service providers in serving your account. We remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures and safeguards to protect the confidentiality of your information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information. In the event we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider.

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

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

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

Board of Trustees  
Ms. Catherine O'Connor, Executive Director  
Ms. Geri Harlan, Chief Financial Officer  
Oklahoma City Redevelopment Authority  
Page 7

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

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

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

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

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

**BKD, LLP**

*BKD, LLP*

Board of Trustees  
Ms. Catherine O'Connor, Executive Director  
Ms. Geri Harlan, Chief Financial Officer  
Oklahoma City Redevelopment Authority  
Page 8

Acknowledged and agreed to on behalf of:

OKLAHOMA CITY REDEVELOPMENT AUTHORITY

By: \_\_\_\_\_  
(Name and Title – Member of Those  
Charged with Governance)

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Catherine O'Connor, Executive Director

Date: \_\_\_\_\_

MRM/TJL/dln

KN: 1139700

# OKLAHOMA CITY REDEVELOPMENT AUTHORITY

**TRUSTEES**

J. Larry Nichols  
Chairman

James R. Tolbert III  
Vice Chairman

Mark Beffort

David Greenwell

Larry McAtee, Jr.

Mary Melon

Russell M. Perry

**EXECUTIVE DIRECTOR**

Catherine O'Connor

To: Board of Trustees of the Oklahoma City Redevelopment Authority

From: Catherine O'Connor, Executive Director

Date: June 20, 2018

Ref: Resolution of the Oklahoma City Redevelopment Authority Authorizing Advancements for Payment of Certain Costs Incurred by the Oklahoma City Urban Renewal Authority in Connection with Proposed and Approved Projects and Approving and Ratifying Actions through June 30, 2018

**Background:** The Oklahoma City Redevelopment Authority (“OCRA”), a public trust, created by Trust Indenture dated May 7, 1985, was organized for the purpose of assisting in the implementation of economic development and redevelopment projects and aiding and providing financial assistance to the Oklahoma City Urban Renewal Authority (“Authority”) in connection with its proposed and approved redevelopment activities.

**Summary of Agenda Item:** The resolution for consideration ratifies and authorizes the Authority’s use of advancements from OCRA to pay costs authorized by the Board of Commissioners of the Authority in connection with planning and implementation of redevelopment project activities for which funds are available pursuant to project plans.

**Recommendation:** Approval of Resolution.

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

**RESOLUTION OF THE OKLAHOMA CITY REDEVELOPMENT AUTHORITY  
AUTHORIZING ADVANCEMENTS FOR PAYMENT OF CERTAIN COSTS  
INCURRED BY THE OKLAHOMA CITY URBAN RENEWAL AUTHORITY IN  
CONNECTION WITH PROPOSED AND APPROVED PROJECTS AND APPROVING  
AND RATIFYING ACTIONS THROUGH JUNE 20, 2018**

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**WHEREAS**, the Oklahoma City Redevelopment Authority, a public trust (“OCRA”), was organized for the purpose of assisting in the implementation of economic development and redevelopment projects and aiding and providing financial assistance to the Oklahoma City Urban Renewal Authority (“Authority”) in connection with its proposed and approved redevelopment activities; and

**WHEREAS**, the Authority is engaged in the planning, undertaking, and implementation of existing and proposed redevelopment projects pursuant to the Oklahoma Redevelopment Law and the Oklahoma Local Development Act; and

**WHEREAS**, such planning and implementation activities are undertaken at the request of the City of Oklahoma City and include, but are not limited to the Downtown/MAPS Economic Development Plan, the Central Business District Urban Renewal Plan, the Core to Shore Urban Renewal Plan, the Harrison-Walnut Urban Renewal Plan, the MAPS-Sports-Entertainment-Parking Support Redevelopment Plan, the Oklahoma Health Center Economic Development Plan, and other redevelopment activities; and

**WHEREAS**, it is appropriate and desirable to authorize advancements of funds from OCRA for payment of costs incurred by the Authority in connection with proposed and approved redevelopment activities, to confirm prior transactions, and to ratify prior transactions through June 20, 2018.

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

1. Prior advancements and transfer of funds from OCRA to the Authority through June 20, 2018, in connection with planning and implementation of redevelopment projects are ratified and approved.
2. Additional advancements of funds from OCRA to the Authority to pay costs authorized by the Board of Commissioners of the Authority in connection with planning and implementation of redevelopment project activities pursuant to project plans are authorized and approved.
3. To the extent that reimbursement is obtained by the Authority for any advancements or loans, the Authority shall repay OCRA without interest.

4. Actions of the Officers, the Executive Director, and Legal Counsel of OCRA taken with regard to the activities described above are authorized, approved, and ratified through June 20, 2018.

I, \_\_\_\_\_, Secretary of the Board of Trustees of the Oklahoma City Redevelopment Authority, certify that the foregoing Resolution No. \_\_\_\_\_ was duly adopted at a **special** meeting of the Board of Trustees of the Oklahoma City Urban Renewal Authority, held at the Arts District Garage Conference Room, 431 West Main Street, Suite B, Oklahoma City, Oklahoma 73102, on the **20<sup>th</sup>** day of **June, 2018**; that said meeting was held in accordance with the By-Laws of the Authority and the Oklahoma Open Meetings Act; that any notice required to be given of such meeting was properly given; that a quorum was present at all times during said meeting; and that the Resolution was duly adopted by a majority of the Trustees present.

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SECRETARY

(SEAL)



# OKLAHOMA CITY REDEVELOPMENT AUTHORITY

**TRUSTEES**  
J. Larry Nichols  
Chairman  
James R. Tolbert III  
Vice Chairman  
Mark Beffort  
David Greenwell  
Larry McAtee, Jr.  
Mary Melon  
Russell M. Perry  
**EXECUTIVE  
DIRECTOR**  
Catherine O'Connor

To: Board of Commissioners  
From: Catherine O'Connor, Executive Director  
Date: June 20, 2018  
Ref: Resolution Approving Annual Budget for Legal Services between the Oklahoma City Redevelopment Authority and the Center for Economic Development Law for Fiscal Year Beginning July 1, 2018 and Ending June 30, 2019

**Background:** This is a budget for OCRA legal services with The Center for Economic Development Law for the fiscal year ending June 30, 2019. The 2015 Agreement for General Counsel Services requires annual authorization of a budget not to be exceeded unless approved in writing by the Executive Director.

The proposed budget for the 2019 fiscal year contract is \$175,000. The Board approved budget for fiscal year 2018 was \$175,000, with actual legal fees year-to-date totaling approximately \$51,000.

**Recommendation:** Approval of Resolution

**Attachments:** Annual Budget for Legal Services and 2015 Agreement for General Counsel Services

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

**RESOLUTION APPROVING ANNUAL BUDGET FOR LEGAL SERVICES BETWEEN THE OKLAHOMA CITY REDEVELOPMENT AUTHORITY AND THE CENTER FOR ECONOMIC DEVELOPMENT LAW FOR FISCAL YEAR BEGINNING JULY 1, 2018 AND ENDING JUNE 30, 2019**

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

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

**WHEREAS**, in accordance with Section 5 of Article VII of the Trust Indenture, it is deemed appropriate to continue to provide for the availability of professional legal services on a variable demand basis through general counsel who shall be responsible for advising the Board of Trustees and OCRA; and

**WHEREAS**, in August 2015, the Board of Trustees renewed the designation and authorizations of Dan Batchelor and Leslie V. Batchelor, both of the Center for Economic Development Law, PLLC (“CEDL”), as General Counsel and Associate General Counsel, respectively, of OCRA, and also approved an Agreement for General Counsel Services between OCRA and CEDL (“Agreement”); and

**WHEREAS**, in July 2016, OCRA and CEDL amended the Agreement; and

**WHEREAS**, pursuant to Section 2.B.1. of the Agreement, OCRA and CEDL are to mutually agree to an annual budget for legal services for each fiscal year (“Annual Budget”), and

**WHEREAS**, the Executive Director has negotiated a proposed Annual Budget with CEDL for the fiscal year beginning July 1, 2018 and ending June 30, 2019, for continued representation of OCRA; and

**WHEREAS**, it is appropriate and desirable to authorize and approve the proposed Annual Budget for Legal Services with CEDL to provide general counsel services to OCRA.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Trustees of the Oklahoma City Redevelopment Authority that the Annual Budget for Legal Services with the Center for Economic Development Law, attached to this Resolution as “Attachment A,” is hereby approved, and the officers of the Oklahoma City Redevelopment Authority are authorized to execute the Annual Budget.

I, \_\_\_\_\_, Secretary of the Board of Trustees of the Oklahoma City Redevelopment Authority, certify that the foregoing Resolution No. \_\_\_\_\_ was duly adopted at a **special** meeting of the Board of Trustees of the Oklahoma City Urban Renewal Authority, held at the Arts District Garage Conference Room, 431 West Main Street, Suite B, Oklahoma City, Oklahoma 73102, on the **20<sup>th</sup>** day of **June, 2018**; that said meeting was held in accordance with the By-Laws of the Authority and the Oklahoma Open Meetings Act; that any notice required to be given of such meeting was properly given; that a quorum was present at all times during said meeting; and that the Resolution was duly adopted by a majority of the Trustees present.

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SECRETARY

(SEAL)

**ANNUAL BUDGET FOR LEGAL SERVICES BETWEEN THE  
OKLAHOMA CITY REDEVELOPMENT AUTHORITY AND THE  
CENTER FOR ECONOMIC DEVELOPMENT LAW FOR THE FISCAL  
YEAR BEGINNING JULY 1, 2018 AND ENDING JUNE 30, 2019**

**THIS ANNUAL BUDGET** (“Annual Budget”), which supplements and modifies the Agreement for General Counsel Services Agreement between the Oklahoma City Redevelopment Authority and the Center for Economic Development Law approved by Resolution No. 156 on August 27, 2015 and amended by Resolution 165 on July 20, 2016 (“Agreement”), is made and entered into this 20<sup>th</sup> day of June, 2018, by and between the Authority, a public trust with the City of Oklahoma City as its beneficiary (“Authority”) and the Center for Economic Development Law, PLLC, an Oklahoma professional limited liability company (“CEDL”).

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

**WHEREAS**, activities engaged in for such purposes are undertaken pursuant to the direction of the Board of Trustees and require legal advice and assistance; and

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

**WHEREAS**, pursuant to Section 2.B of the Agreement, the Authority and CEDL are to mutually agree to an annual budget for legal services for each fiscal year during the term of the Agreement.

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

**SECTION 1.** Pursuant to Section 2.B.1. of the Agreement, the parties hereby mutually agree that the annual budget for legal services for fiscal year ending June 30, 2019, shall be \$175,000.00.

**SECTION 2.** This Annual Budget shall be effective on or as of July 1, 2018.

**SECTION 3.** Except as supplemented and amended hereby, the Agreement is ratified and confirmed.

**IN WITNESS WHEREOF**, the parties to this Annual Budget adopt and approve this Annual Budget this 20<sup>th</sup> day of June, 2018.

*[signature page follows]*

**OKLAHOMA REDEVELOPMENT  
AUTHORITY**

**CENTER FOR ECONOMIC  
DEVELOPMENT LAW, PLLC**

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

By: \_\_\_\_\_  
Leslie V. Batchelor, President

ATTEST:

\_\_\_\_\_  
Larry McAtee, Secretary

Oklahoma City Redevelopment Authority  
Statement of Net Position  
and Reconciliation of Net Position to Fund Balance  
as of April 30, 2018

Assets	
Current Assets	
Cash & Cash Equivalents	-
Cash & Cash Equivalents - Reserved (1)	2,000,104
Investments	9,035,000
Rent Receivable	-
Interest Receivable	119,875
Investment Income Receivable	-
Due from Other Governments	171,508
<b>Total Current Assets</b>	<b>11,326,487</b>
Capital Assets	
Land	506,891
Building & Undivided Ownership	8,615,214
Accumulated Depreciation	(3,732,223)
<b>Total Capital Assets</b>	<b>5,389,882</b>
Other Noncurrent Assets	
Notes Receivable (2)	15,239,996
Other Assets	300,000
<b>Total Other Noncurrent Assets</b>	<b>15,539,996</b>
<b>Total Assets</b>	<b>32,256,365</b>
Liabilities	
Current Liabilities	
Current Portion of Long-term Debt	804,006
Accounts Payable	4,183
Due to Urban Renewal	32,772
<b>Total Current Liabilities</b>	<b>840,960</b>
Noncurrent Liabilities	
Long-term Debt, less current portion	2,946,684
<b>Total Noncurrent Liabilities</b>	<b>2,946,684</b>
<b>Total Liabilities</b>	<b>3,787,644</b>
<b>Net Position</b>	<b>28,468,721</b>
Reconciliation of Net Position to Fund Balance	
<i>Not Reported in Governmental Funds Balance Sheet</i>	
Land	(506,891)
Building & Undivided Ownership	(8,615,214)
Accumulated Depreciation	3,732,223
Notes Receivable	(15,239,996)
Long-term Debt	3,750,689
<b>Total Fund Balance</b>	<b>11,589,532</b>

Oklahoma City Redevelopment Authority  
Governmental Funds Balance Sheet and Statement of Revenues  
as of and for the Ten Months ending April 30, 2018

	<u>TIF 1</u>	<u>Skirvin</u>	<u>Total</u>
<b>Assets</b>			
Cash & Cash Equivalents	-	-	-
Cash & Cash Equivalents - Reserved (1)	812,477	1,187,627	2,000,104
Investments	9,035,000	-	9,035,000
PILOT Receivable	-	-	-
Interest Receivable	-	119,875	119,875
Investment Income Receivable	-	-	-
Due From Other Governments	171,508	-	171,508
Other Assets	300,000	-	300,000
<b>Total Assets</b>	<b>10,318,985</b>	<b>1,307,502</b>	<b>11,626,487</b>
<b>Liabilities</b>			
Accounts Payable	4,183	-	4,183
Due to Urban Renewal	32,772	-	32,772
Due to Skirvin Partners	-	-	-
<b>Total Liabilities</b>	<b>36,955</b>	<b>-</b>	<b>36,955</b>
<b>Fund Balance</b>	<b>10,282,031</b>	<b>1,307,502</b>	<b>11,589,532</b>
<b>Total Liabilities &amp; Fund Balance</b>	<b>10,318,985</b>	<b>1,307,502</b>	<b>11,626,487</b>
<b>Revenues</b>			
Apportioned Ad Valorem Taxes/PILOT - TIF 1	1,221,301	-	1,221,301
Rental Income	-	49,276	49,276
Interest Income	-	242,575	242,575
Investment Income	127,287	7,760	135,047
Other Income	-	225,999	225,999
<b>Total Revenues</b>	<b>1,348,588</b>	<b>525,610</b>	<b>1,874,197</b>
<b>Expenditures</b>			
Commercialization of Research & Technology	15,749	-	15,749
Placemaking	2,033	-	2,033
Implementation & Administration of Project Plan	131,184	-	131,184
Other Project Redevelopment Activity Costs	5,853,493	-	5,853,493
Debt Service - Principal	659,285	-	659,285
Debt Service - Interest	69,892	-	69,892
<b>Total Expenditures</b>	<b>6,731,635</b>	<b>-</b>	<b>6,731,635</b>
<b>Changes in Fund Balance</b>	<b>(5,383,048)</b>	<b>525,610</b>	<b>(4,857,438)</b>
<b>Fund Balance, Beginning of Year</b>	<b>15,665,078</b>	<b>781,892</b>	<b>16,446,970</b>
<b>Fund Balance, Current</b>	<b>10,282,031</b>	<b>1,307,502</b>	<b>11,589,532</b>

- (1) Required annual reserves for Long-term Debt and City approved expenditures.  
(2) \$5,650,000 Page Woodson TIF loan funded in March 2018.

Oklahoma City Redevelopment Authority  
Schedule of Investments  
April 30, 2018

<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	1.15%	09/28/18	09/28/16	250,000
Bank of India	1.30%	10/17/18	10/17/17	245,000
Bank of China New York City	1.35%	10/30/18	10/30/17	245,000
MB Financial Bank	1.35%	01/25/19	01/25/17	250,000
World's Foremost Bank	1.55%	02/08/19	02/09/17	200,000
American Express Centurion Bank	1.65%	05/24/19	05/24/17	250,000
State Bank of India	1.70%	07/01/19	06/30/17	245,000
Ally Bank Midvale UT	1.65%	07/08/19	07/10/17	245,000
Barclays Bank	1.60%	07/12/19	07/12/17	245,000
Midsouth Bank	1.70%	07/15/19	07/14/17	245,000
Capital One NA	1.70%	07/19/19	07/19/17	245,000
Peoples United Bank NA	1.65%	07/19/19	07/19/17	245,000
TIAA FSB	1.60%	07/19/19	07/19/17	245,000
Flagstar Bank FSB	1.60%	07/22/19	07/21/17	245,000
Monona State Bank WI	1.65%	07/26/19	07/26/17	245,000
Comenity Capital Bank	1.70%	08/28/19	08/28/17	245,000
Discover Bank DE	1.70%	09/03/19	09/01/17	245,000
American Express Bank FSB	1.65%	09/19/19	09/19/17	245,000
Capital One Bank USA	1.30%	09/30/19	09/28/16	245,000
Merrick Bank Corp	1.65%	10/11/19	10/11/17	245,000
BMW Bank of North America	1.65%	10/21/19	10/20/17	245,000
Sallie Mae Bank	1.70%	10/25/19	10/25/17	245,000
Morgan Stanley	1.75%	10/30/19	10/30/17	245,000
Goldman Sachs USA	1.75%	11/08/19	11/08/17	245,000
Berkshire Bank	1.60%	11/12/19	11/09/17	245,000
First Priority Bank	1.65%	11/12/19	11/10/17	245,000
Lakeside Bank	1.70%	11/18/19	11/17/17	245,000
Morgan Stanley Private Bank	1.75%	11/18/19	11/16/17	245,000
Wex Bank	1.75%	11/22/19	11/22/17	245,000
Rockford Bank & Trust Co	1.75%	11/27/19	12/04/17	245,000
Farmers and Merchants Bancshares Inc	1.90%	12/16/19	12/15/17	245,000
Synchrony Bank	2.10%	01/13/20	01/12/18	245,000
Unity Bank	2.05%	01/31/20	01/31/18	245,000
Stearn's Bank	2.20%	02/10/20	02/09/18	245,000
Bank United NA	2.20%	02/10/20	02/09/18	245,000
Eagle Bank	2.40%	03/01/20	03/16/18	245,000
Investor's Bank	2.35%	03/05/20	03/05/18	245,000
Total TIF 1 Investments	1.72%			9,035,000