# AGENDA REGULAR MEETING OF OKLAHOMA CITY REDEVELOPMENT AUTHORITY WEDNESDAY, AUGUST 16, 2023 CONFERENCE ROOM 431 WEST MAIN STREET, SUITE B 10:30 A.M.

- I. Call to Order
- II. Statement of Compliance with the Oklahoma Open Meeting Law
- III. Roll Call
- IV. Reading and Approval of Minutes of a Regular and Annual Meeting held on Wednesday, July 19, 2023
- Resolution No. \_\_\_\_\_\_ Resolution Authorizing and Approving an Economic Development Agreement with Midtown Hub – OKC, LLC, to Provide Assistance in Development Financing in an Amount not to Exceed \$6,500,000.00 for a Mixed-Use Project, Oklahoma Regional Innovation District Project Plan
- VI. Receive South of 8<sup>th</sup> Report
- VII. Presentation of Interim Financial Report for the Period Ending July 31, 2023
- VIII. New Business
- IX. Comments from Trustees
- X. Comments from Citizens
- XI. Adjournment

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

POSTED at the offices of the City Clerk and at 431 W. Main Street, Suite B by 10:30 a.m. on Tuesday, August 15, 2023 by Pam Lunnon, Accounting & Administrative Coordinator

# MINUTES OF REGULAR AND ANNUAL MEETING OF THE OF THE OKLAHOMA CITY REDEVELOPMENT AUTHORITY WEDNESDAY, JULY 19, 2023

A Regular and Annual Meeting of the Trustees of the Oklahoma City Redevelopment Authority ("Redevelopment Authority") was held on Wednesday, July 19, 2023, at 10:30 a.m. in the Conference Room at 431 W. Main Street, Suite B; Oklahoma City, OK.

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

Mr. J. Larry Nichols Mr. James R. Tolbert, III Mr. Russell M. Perry Ms. Judy Hatfield Councilman Mark K. Stonecipher

Trustees Absent:

Mr. Lee E. Cooper, Jr Mayor David Holt

Staff Present:

Kenton Tsoodle, Executive Director Emily Pomeroy, OCRA Associate General Counsel, CEDL Dan Batchelor and Jeff Sabin, CEDL Cassi Poor, Leana Dozier, Geri Harlan, Olen Cook, Daisy Munoz, Keith Kuhlman, Mahathi Akella, Pam Lunnon, and Shira Lucky, The Alliance for Economic Dev. of OKC

Others:

Patrick Hollingsworth, HSPG & Associates

The Chairman asked for a motion to approve, as circulated, the minutes of a Special Meeting held on Thursday, May 4, 2023.

Ms. Hatfield 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 Judy Hatfield	Aye
Trustee Russell M. Perry	Aye
Trustee Mr. Lee Cooper, Jr.	Absent
Mayor David Holt	Absent
Councilman Mark K. Stonecipher	Aye

Minutes Adopted

# The Chairman called for Election of Officers

Chairman stated it is time to conduct the annual election of officers for the Oklahoma City Redevelopment Authority and the following has been recommended:

Chairman:	J. Larry Nichols
Vice Chairman:	James R. Tolbert, III
Secretary-Treasurer:	Judy J. Hatfield
Assistant Secretary:	Lee E. Cooper, Jr.
Assistant Secretary:	Russell M. Perry
Assistant Secretary:	David Holt
Assistant Secretary:	Mark K. Stonecipher

Mr. Perry moved to adopt the officers, and upon second by Mr. Tolbert, the vote was as follows:

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

Officers adopted

### The Chairman introduced the following resolutions:

# Resolution No. 252 entitled:

"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, 2023, and Ending June 30, 2024"

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

## OCRA Board of Trustees, Wednesday, July 19, 2023 Page 2 of 4

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

**Resolution Adopted** 

### Resolution No. 253 entitled:

"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, 2023"

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

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

**Resolution Adopted** 

# Presentation of Interim Financial Reports for the Period Ending June 30, 2023

Geri Harlan presented the financial statements for the period ending June 30, 2023.

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

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

**Financials Received** 

OCRA Board of Trustees, Wednesday, July 19, 2023 Page 3 of 4 There being no further business to come before the Board, meeting was adjourned by the Chairman at 10:36 a.m.

SECRETARY

# OKLAHOMA CITY REDEVELOPMENT AUTHORITY

TRUSTEES

J. Larry Nichols Chairman

James R. Tolbert III Vice Chairman

Lee E. Cooper, Jr.

David Greenwell

Judy J. Hatfield

David Holt

Russell M. Perry

EXECUTIVE DIRECTOR Kenton Tsoodle To: Board of Trustees of the Oklahoma City Redevelopment Authority

From: Kenton Tsoodle, Executive Director

Date: August 16, 2023

Ref: Resolution Authorizing and Approving an Economic Development Agreement with Midtown Hub – OKC, LLC, to Provide Assistance in Development Financing in an Amount Not To Exceed \$6,500,000 for a Mixed-Use Project, Oklahoma Regional Innovation District Project Plan

**Background:** Midtown HUB – OKC, LLC, owns (through an affiliated entity) the property on the northwest corner of N.W. 13th Street and Broadway Avenue in the project Area, and anticipates the development of a mixed-use project on the property, including a multi-tenant office building, an apartment building, a parking garage, and a rooftop restaurant.

Without public assistance, this project would not be possible. OCRA and the Developer have negotiated the terms and conditions of a proposed Economic Development Agreement under which OCRA will provide public assistance in development financing in an amount not to exceed \$6,500,000 to the Developer in support of the project and, in exchange, the project will be developed and constructed.

**Recommendation:** Approval of Resolution.

#### TERMS SUMMARY OF ECONOMIC DEVELOPMENT AGREEMENT

**Developer:** Midtown HUB – OKC, LLC

**Property:** Property located at the northwest corner of N.W. 13<sup>th</sup> Street and N. Broadway Avenue

**Project:** Developer shall develop or cause to be developed a mixed-use project on the Property, the total project costs of which shall be at least \$85,000,000. Components of the project shall include the following:

- At least 284 apartments, with a mix of studios, one-bedrooms, and two-bedrooms;
- Seven-story multi-tenant office building, to be the headquarter location for CORE Bank;
- Parking structure with approximately 390 spaces;
- Rooftop restaurant;
- Public streetscape; and
- All necessary public and private utility relocations.

# **Dates:** Project shall commence construction by June 30, 2025. Construction of the Project shall be completed by June 30, 2028 ("Completion").

#### Design

**Documents:** Developer shall submit Development Plans to OCRA by February 15, 2025, for review and approval. Such submission shall be made after required design review by the City, if any, has occurred. If Developer desires to make any material changes to the Development Plans, the Developer shall submit its proposed changes to OCRA for review and approval, such approval not to be unreasonably delayed or withheld.

#### Public

- Assistance: Developer is required to pay or cause to be paid all costs of the Project. Following Completion, and provided that the Developer is not in default of its obligations under the Agreement, Developer shall receive annual payments of assistance as follows:
  - 80% of Incremental Ad Valorem Revenues generated by ad valorem taxes that become due and owing on the Property between Completion and the date that is 5 years following Completion;
  - 40% of Incremental Ad Valorem Revenues generated by ad valorem taxes that become due and owing on the Property between the date that is 5 years following Completion and the date that is 8 years following Completion;
  - 20% of Incremental Ad Valorem Revenues generated by ad valorem taxes that become due and owing on the Property between the date that is 8 years following Completion and the date that is 10 years following Completion;

until the Total Public Assistance is reached. The Total Public Assistance to the Developer shall not exceed \$6,500,000 and is payable solely from available tax increment revenues generated by and apportioned to Increment District No. "P" pursuant to its enacting ordinance. The payment of the full amount of public assistance depends on the tax increments generated solely by the Project. Contingent upon City Council approval and activation of Increment District No. "P" consistent with the Oklahoma Regional Innovation District Project Plan, as amended.

**Taxes:** Developer shall pay when due all real estate taxes and assessments on the Property.

### Prohibition

**On Transfer:** Prior to completion of the Project and issuance of the Certificate of Completion, the Developer shall not, except as specifically permitted, without prior written approval of OCRA, make any total or partial sale, transfer, conveyance, assignment, or lease of the Property or assign any of the development obligations under this Agreement. OCRA agrees that the Developer and its members may, upon 10 days' prior written notice but without OCRA's approval, transfer or assign all or an interest in the Agreement or all or a portion of the Property to present members of the Developer and/or entity owned, controlled, and/or managed by David Darby, Richard Labarthe, Steve Rahill, Tim Nystrom, or Dave Petersen; and provided that the ownership, control, or management of any such entities shall remain with David Darby, Richard Labarthe, Steve Rahill, Tim Nystrom, or to the issuance of Certificate of Completion.

# RESOLUTION NO.

# RESOLUTION AUTHORIZING AND APPROVING AN ECONOMIC DEVELOPMENT AGREEMENT WITH MIDTOWN HUB – OKC, LLC, TO PROVIDE ASSISTANCE IN DEVELOPMENT FINANCING IN AN AMOUNT NOT TO EXCEED \$6,500,000.00 FOR A MIXED-USE PROJECT, OKLAHOMA REGIONAL INNOVATION DISTRICT PROJECT PLAN

**WHEREAS,** on May 23, 2023, The City of Oklahoma City ("City") adopted Ordinance No. 27,345, approving the First Amendment to the Oklahoma Regional Innovation District Project Plan ("Project Plan"), pursuant to the Oklahoma Local Development Act, 62 O.S. §850, *et seq.* ("Act"); and

**WHEREAS,** the City has designated the Oklahoma City Redevelopment Authority ("OCRA"), a public trust whose purposes include assisting its sole beneficiary, the City, to stimulate economic growth and development, as the public entity responsible for implementing Project Plan; and

WHEREAS, the Project Plan authorizes OCRA to carry out and administer the provisions of the Project Plan in order to provide support for the development of the area known as the Innovation District and its surrounding areas ("Project Area"), and, in particular, to assist with the development and financing of commercial and retail facilities; and

WHEREAS, Midtown HUB – OKC, LLC, an Oklahoma limited liability company, owns (through an affiliated entity) the property on the northwest corner of N.W. 13<sup>th</sup> Street and Broadway Avenue in the Project Area ("Property"), and it ("Developer") contemplates the development of a mixed-use project on the Property, which includes a multi-tenant office building, an apartment building, a parking garage, and a rooftop restaurant ("Project"); and

WHEREAS, the Project would not be possible without public assistance; and

WHEREAS, OCRA and the Developer have negotiated the terms and conditions of a proposed Economic Development Agreement under which OCRA will provide public assistance in development financing in an amount not to exceed \$6,500,000.00 to the Developer in support of the Project and, in exchange, the Project will be developed and constructed; and

WHEREAS, it is appropriate and desirable to authorize and approve the Economic Development Agreement, to authorize and direct the Executive Director and Legal Counsel to take all necessary and appropriate actions to finalize the Economic Development Agreement in order to provide assistance in development financing in an amount not to exceed \$6,500,000.00 to the Developer in support of the Project, and to authorize the Officers and Executive Director of OCRA, with the assistance of Legal Counsel, to approve and execute the final version of the Economic Development Agreement and such other agreements as may be necessary or appropriate to implement the authorizations of this resolution and to assist in undertaking the performance and implementation of such agreements under the Project Plan.

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

- 1. The Economic Development Agreement between the Developer and OCRA is hereby authorized and approved.
- 2. The Executive Director and Legal Counsel are authorized and directed to take all necessary and appropriate actions to finalize the Economic Development Agreement in order to provide assistance in development financing in an amount not to exceed \$6,500,000.00 to the Developer in support of the Project.
- 3. The Officers and Executive Director of OCRA, with the assistance of Legal Counsel, are authorized to approve and execute the final version of the Economic Development Agreement and such other agreements as may be necessary or appropriate to implement the authorizations of this resolution and the Economic Development Agreement and to assist in undertaking the performance and implementation of such agreements under the Project Plan.

I, \_\_\_\_\_\_\_, Secretary of the Board of Trustees of the Oklahoma City Redevelopment Authority, certify that the foregoing Resolution No. \_\_\_\_\_\_ was duly adopted at a **regular** meeting of the Board of Trustees of the Oklahoma City Redevelopment Authority, held at the Arts District Garage Conference Room, 431 West Main Street, Suite B, Oklahoma City, Oklahoma 73102, on the **16**<sup>th</sup> day of **August**, **2023**; that said meeting was held in accordance with the By-Laws of OCRA and the Oklahoma Open Meetings Act; that any notice required to be given of such meeting was properly given; that a quorum was present at all times during said meeting; and that the Resolution was duly adopted by a majority of the Trustees present.

SECRETARY

(SEAL)

# ECONOMIC DEVELOPMENT AGREEMENT FOR THE HUB AT MIDTOWN PROJECT

**THIS ECONOMIC DEVELOPMENT AGREEMENT** ("Agreement") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2023 ("Effective Date"), by and between the Oklahoma City Redevelopment Authority, a public trust ("OCRA"), and Midtown HUB – OKC, LLC, an Oklahoma limited liability company ("Developer").

# WITNESSETH:

**WHEREAS,** on May 23, 2023, The City of Oklahoma City ("City") adopted Ordinance No. 27,345, approving and adopting the First Amendment to the Oklahoma Regional Innovation District Project Plan ("Project Plan"), pursuant to the Oklahoma Local Development Act, 62 O.S. §850, *et seq.* ("Act"); and

**WHEREAS,** the City designated OCRA, a public trust whose purposes include assisting its sole beneficiary, the City, to stimulate economic growth and development, as the public entity responsible for implementing the Project Plan; and

**WHEREAS,** the Project Plan established the Project Area and Increment District No. "P," one of several tax increment districts to be created and effectuated at a future date to be determined by the City; and

WHEREAS, the Project Plan supports the City's efforts to achieve its development objectives for the Innovation District and surrounding area and envisions, among other things, the activation of undeveloped property along the western and northern edges of the Innovation District; and

**WHEREAS,** the Developer desires to develop a mixed-use project in the Project Area consisting of: (i) at least 284 apartments, with a mix of studio, one-bedroom, and two-bedroom; (ii) seven-story multi-tenant office building, to be the headquarter location for CORE Bank; (iii) parking structure with approximately 390 spaces; (iv) rooftop restaurant; (v) public streetscaping; and (vi) all necessary public and private utility relocations, (items (i) through (vi), collectively, and as further described in this Agreement, "Project"); and

**WHEREAS,** the development objectives of the City for the enhancement of the Innovation District will be advanced by the Project, and the Project would not be possible without public assistance; and

**WHEREAS,** OCRA finds it appropriate, desirable, and the public interest to provide public assistance in development financing to the Project in order to achieve the objectives for the Project Area; and

**WHEREAS,** the parties deem it appropriate and desirable to approve and execute this Agreement, which provides for the implementation of the Project consistent with the Project Plan, including providing assistance in development financing to the Developer to carry out the Project according to the terms set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the promises and mutual obligations herein set forth, the parties hereby covenant and agree with each other as follows:

# **ARTICLE I. SUBJECT OF AGREEMENT**

**Section 1.01 Purpose of this Agreement.** The purpose of this Agreement is to set forth the terms and conditions under which OCRA will provide the public assistance in development financing to the Project and the Project will be developed and constructed, in order to secure adequate consideration for the public assistance.

# Section 1.02 Scope of Agreement.

(a) The Developer hereby agrees, subject to the terms and conditions hereinafter provided, to cause the design, construction, and completion, in the time period hereinafter described, of the Project on the real property more particularly described and depicted in Exhibit 1 ("Property"), substantially in accordance with plans to be approved pursuant to this Agreement.

(b) OCRA hereby agrees, subject to the terms, conditions, and limitations hereinafter provided, to provide to the Developer public assistance in development financing in an amount not to exceed \$6,500,000.00 over a 10-year period, as further described herein. All assistance for the Project shall be provided in the manner described in this Agreement, to be utilized exclusively for the payment of Project Costs as authorized by the Project Plan.

# Section 1.03 Scope of Development; Definition of the Project.

(a) The Project will incur and expend total costs of at least \$85,000,000.00 toward the following:

- (i) at least 284 apartments, with a mix of studio, one-bedroom, and two-bedroom; and
- (ii) seven-story multi-tenant office building, to be the headquarter location for CORE Bank; and
- (iii) parking structure with approximately 390 spaces; and
- (iv) rooftop restaurant; and
- (v) public streetscaping; and
- (vi) all necessary public and private utility relocations;

all of which shall be reflected in the Development Plans and which items (i) through (vi) above, collectively, shall constitute the "Project."

(b) For purposes of this Agreement, "Development Plans" shall consist of development plans for the Project, including a design development documents, landscaping plans, and any other drawings and other documents to fix and describe the size and character of the improvements to

be constructed on the Property for the Project as to materials, colors, orientation, and other such essential elements as may be reasonably requested by OCRA.

**Section 1.04 Relationship of the Parties.** The implementation of this Agreement is a complex process which will require the mutual agreement of the parties and their timely actions on matters appropriate or necessary to implementation. The parties hereto shall use their best efforts in good faith to perform and to assist others in performing their respective obligations in accordance with this Agreement. 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.

# **ARTICLE II. OCRA OBLIGATIONS**

Section 2.01 Project Plan. OCRA shall support the Project in accordance with the Project Plan and this Agreement. After the Developer has met its obligations under Section 3.02 of this Agreement and secured the governmental approvals necessary to commence construction of the Project, OCRA shall request that the City consider the ordinance necessary to create and effectuate Increment District No. "P" consistent with the Project Plan.

**Section 2.02** Certificate of Completion. Within thirty (30) days after OCRA has been provided with satisfactory evidence that the Developer has completed the development and construction of the Project (as evidenced by the issuance of a final certificate of occupancy for each component of the Project, together with such other evidence OCRA may reasonably require to establish that the Project is substantially complete and open) and that the Developer has complied with the requirements in Sections 3.02, 3.03, and 3.04 of this Agreement, OCRA shall issue a Certificate of Completion certifying that the Developer has met the construction and development requirements for each component of the Project set forth in this Agreement.

**Section 2.03 TIF Assistance.** As authorized by the Project Plan and subject to the terms, conditions, and limitations contained in Article IV herein, OCRA shall provide public assistance in development financing in an amount equal to the lesser of: (i) the TIF Assistance (as defined below), or (ii) \$6,500,000.00 ("Total Assistance").

### **ARTICLE III. DEVELOPER OBLIGATIONS**

**Section 3.01 Control of Property.** The Developer represents that the Developer owns the Property and the rights as are necessary and appropriate to construct the Project on the Property.

**Section 3.02 Development Plans.** The Developer shall prepare or have prepared Development Plans for submission to OCRA not later than February 15, 2025, unless extended as provided by Section 7.05 herein. OCRA shall, in its reasonable discretion, approve, disapprove, or impose further reasonable requirements with respect to the Development Plans in writing within thirty (30) days after receipt. Following approval, any material changes in the Development Plans must be submitted to OCRA for review, and OCRA shall, in its reasonable discretion, approve, disapprove, or impose further reasonable requirements with respect to the proposed change. The time within which OCRA shall approve or disapprove any material proposed change in the Development Plans shall be fifteen (15) days after the date of OCRA's receipt of notice of such proposed change. For purposes of this Section, "material changes" means significant changes in the overall character,

quality, or appearance of the Project *or* changes that would result in an overall increase or decrease of more than fifteen percent (15%) of the construction costs of the Project or of the total landscaping for the Project.

**Section 3.03 Development Obligations.** The Developer shall cause the Project to be constructed on the Property, at no expense to OCRA (other than the TIF Assistance as provided in Article IV herein). The Project must be constructed in accordance with the Development Plans approved by OCRA, acting in its reasonable discretion. The Developer shall secure or cause the appropriate parties to secure all governmental approvals in connection with (a) the preparation of the Property for construction; (b) the construction, completion, and occupancy of the Project; and (c) the development and operation of the Project, including, without limitation, zoning, building code, and environmental laws.

**Section 3.04 Construction Schedule.** The Developer shall begin construction of the Project, pursuant to valid permits, not later than June 30, 2025, and shall thereafter diligently prosecute construction of the Project in order to complete it and receive its full and final certificates of occupancy by June 30, 2028, unless extended as provided by Section 7.05 herein.

**Section 3.05 Progress Reports.** Until construction of the Project has been completed, the Developer shall make reports in such detail and at such times as may reasonably be requested by OCRA as to the actual progress of the Project.

Section 3.06 Taxes, Assessments, Encumbrances. The Developer shall pay or cause to be paid when due all sales taxes, real estate taxes, and assessments on the Property which the Developer is responsible to pay.

# ARTICLE IV. ASSISTANCE IN DEVELOPMENT FINANCING

**Section 4.01 Generally.** The Project Plan authorizes Project Costs, including assistance in development financing to support the Project. Assistance in development financing will be provided to the Developer consistent with Section 4.02 below ("TIF Assistance"). The TIF Assistance provided by OCRA to the Developer shall be used to support the Project. The total assistance in development financing from OCRA to the Developer shall not exceed \$6,500,000.00 ("Total Assistance").

**Section 4.02** Payment Obligations. Following issuance of the Certificate of Completion for the Project, and provided that the Developer is not in default of its obligations under this Agreement, OCRA shall provide the Developer assistance in development financing as follows:

(a) <u>TIF Assistance</u>. OCRA shall pay the Developer annual payments of assistance in development financing ("TIF Assistance") in an amount equal to:

 80% of Incremental Ad Valorem Revenues generated by ad valorem taxes that become due and owing on the Property between Completion and the date that is 5 years following Completion;

- 40% of Incremental Ad Valorem Revenues generated by ad valorem taxes that become due and owing on the Property between the date that is 5 years following Completion and the date that is 8 years following Completion;
- (iii) 20% of Incremental Ad Valorem Revenues generated by ad valorem taxes that become due and owing on the Property between the date that is 8 years following Completion and the date that is 10 years following Completion;

until the Total Assistance is reached. "Incremental Ad Valorem Revenues" are the ad valorem tax increment revenues generated on the Property and apportioned as incremental revenue attributable solely to the Project.

# (b) <u>General Restrictions and Payment Procedures</u>.

(i) All assistance in development financing payments may continue for a period necessary for such payments to include Incremental Ad Valorem Revenues generated by ad valorem taxes that become due and owing within the ten year period from the date the Project receives the Certificate of Completion described in Section 2.02, or until, in aggregate, the sum of all payments meets the Total Assistance, whichever occurs first.

(ii) These obligations shall be payable solely from available Incremental Ad Valorem Revenues. The payment of the full amount of assistance in development financing depends on the tax increments generated on the Property. Notwithstanding anything to the contrary contained herein, under no circumstances shall the Developer be entitled to any payments of assistance in development financing if the Project has not been completed or if the Developer is in default under this Agreement.

(iii) On or before July 31<sup>st</sup> of each year that the Developer is eligible for payments of assistance in development financing, the Developer shall submit to OCRA an invoice requesting payment be made to the Developer in the amount(s) calculated in accordance with Section 4.02(a) above. This invoice must include at least:

- 1) the amount of the assistance in development financing requested;
- 2) the amount of the ad valorem tax assessment paid by the Developer or any owner or tenant located in the Project for the previous year with respect to property owned and located at or on the Property (including real property and personal property taxes paid), including proof of payment of such taxes to the Oklahoma County Treasurer; and
- 3) the aggregate amount of the assistance in development financing payments previously made to the Developer as of the date of the request.

OCRA will provide documentation of the amount of Incremental Ad Valorem Revenues received by OCRA from the City and will review invoices for payment. Should OCRA question or request additional documentation or disapprove all or a portion of any invoice in good faith, the Developer will be notified so that it may provide additional documentation sufficient to demonstrate the invoice should be paid, in whole or in part. OCRA will use best efforts to coordinate with the City to pay invoices within the later of ninety (90) days after their approval or October 31<sup>st</sup> each year.

# **ARTICLE V. CONSTRUCTION OF THE PROJECT**

**Section 5.01** Scope of Project. The Property shall be developed within the general requirements established by the City's zoning and building codes applicable to the Property and related laws governing municipal planning and zoning (collectively, the "Code"). The Developer shall be responsible for the construction, renovation, relocation, improvement, equipping, repair and installation of all public and private improvements associated with the Project as described in, and in conformance with approved Development Plans.

**Section 5.02 Construction of Project.** The Developer agrees that all construction, renovation, improvement, equipping, repair and installation work on the Project shall be done substantially in accordance with the Development Plans as approved by OCRA.

Section 5.03 City and Other Governmental Permits; Reports and Records. The Developer shall, at its own expense, secure or cause to be secured any and all permits and approvals which may be required by the City and any other governmental agency having jurisdiction as to such construction, development or work.

**Section 5.04 Inspections**. OCRA shall have the right, but not the obligation, to inspect the progress and quality of all work performed by, or under contract with, any of the Developer, its general contractor, or any contractor in connection with the Project, to require the replacement of any defective or improper work and to refuse payment of any request for payment until such matters have been remedied. The failure of OCRA to inspect the work shall not relieve the Developer of its duties under this Agreement. OCRA shall have the right, but not the obligation, to inspect all books, records and information pertaining to the Project including, without limitation, as-built plans and specifications, subcontracts, agreements, shop drawings, permits, entitlements, reports, studies, investigations, inspections, agreements, documentation and correspondence. The Developer shall cooperate with OCRA to enable representatives of OCRA to conduct any visits, inspections and appraisals it may reasonably request. The Developer shall make available to OCRA, with commercially reasonable notice, daily log sheets covering the period since the immediately preceding inspection showing the date, subcontractors on the job, number of workers, and status of construction.

**Section 5.05 Indemnification.** The Developer shall defend, indemnify, assume all responsibility for, and hold OCRA and their respective elected and appointed officers and employees and agents, harmless from, all costs (including reasonable attorney's fees and costs), claims, demands, liabilities or judgments (except those which have arisen from the willful misconduct or negligence of OCRA or its officers, employees and agents) for injury or damage to property and injuries to persons, including death, arising out of or resulting from any of the Developer's activities under this Agreement, whether such activities or performance thereof be by the Developer or anyone directly or indirectly contracted with or employed by the Developer and

whether such damage shall accrue or be discovered before or after termination of this Agreement, but only to the extent caused by the negligent acts or omissions of the Developer or anyone directly or indirectly contracted with or employed by the Developer and specifically excluding all such costs, claims, demands and liabilities sustained or suffered by representatives of OCRA that are accessing the Property as contemplated by Section 5.04.

# Section 5.06 Liability Insurance.

(a) In addition to the indemnification of OCRA required in Section 5.05 hereof, the Developer shall take out and maintain, or cause the general contractor(s) for the Project to take out and maintain, during the period set forth in subsection (d) of this Section, a commercial general liability policy in the amount of \$1,000,000 combined single limit bodily injury and property damage any one occurrence/\$2,000,000 general aggregate naming OCRA as an additional insured.

(b) The Developer shall furnish or cause to be furnished a certificate (or certificates) of insurance signed by an authorized agent of the insurance carrier(s) setting forth the general provisions of the insurance coverage. This certificate(s) of insurance shall evidence the naming OCRA as an additional insured under the policy (or policies). The Developer agrees to notify or cause the general contractor(s) to notify (whichever is applicable) OCRA by certified mail of any cancellation or termination of the coverage at least thirty (30) days in advance of the effective date of any such cancellation or termination. Coverage provided hereunder by the Developer or if applicable, its general contractor(s), shall be primary insurance and non-contributory with any insurance maintained by OCRA, and the policies shall contain such an endorsement.

(c) The Developer shall also furnish or cause to be furnished to OCRA evidence satisfactory to OCRA that any contractor with whom it has contracted for the performance of work on the Property or otherwise pursuant to this Agreement carries workers compensation insurance as required by law at the time of execution of the Agreement.

(d) The insurance obligations set forth in this Section shall commence on or prior to the date that Developer commences construction of the Project and shall remain in effect until OCRA issues the Certificate of Completion for the Project.

Section 5.07 Local, State and Federal Laws. The Developer shall carry out the provisions of this Agreement in conformity with all applicable local, state and federal laws and regulations.

# Section 5.08 Nondiscrimination.

(a) The Developer covenants by and for itself and any successors in interest that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, familial status, marital status, age, handicap, national origin or ancestry in the sale, lease, sublease, transfer, use occupancy, tenure or enjoyment of the Property, nor shall the Developer itself or any person claiming under or through it knowingly establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees of the Property. The covenant established in this Section shall, without regard to technical classification and designation, be binding for the benefit and in favor of OCRA, its successors and

assigns and any successor in interest to the Property or any part thereof. The covenants contained in this Section shall remain for so long as any amounts due under this Agreement or a tax increment district established for this Project remains unpaid or outstanding.

(b) The Developer, for itself, its successors and assigns, and any contractor with whom Developer has contracted for the performance of work on the Property, agrees that in the construction of the Project, the Developer shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, age, sex, marital status, handicap, national origin or ancestry.

**Section 5.09 Encumbrances and Liens.** The Developer shall not permit any uncontested mechanic's or materialmen's lien to be filed because of any work, labor, services, materials, or equipment furnished to or for the Developer on the Property. If any lien is filed, the Developer shall take all action necessary to fully satisfy or otherwise discharge the lien by bond or otherwise within thirty (30) days after receiving notice of filing the lien. If the Developer fails to cause such lien to be discharged, OCRA will have the right, without any obligation, to pay all sums necessary to discharge such lien or claim and require immediate payment from the Developer. Nothing in this Agreement shall be deemed or construed in any way as constituting the consent or the request of OCRA, express or implied, to any contractor, subcontractor, laborer or materialmen for the performance of any labor or the furnishing of any materials for any improvement, alteration or repair of the Project, nor as giving the Developer any right, power, authority to contract for, or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of any lien against the Property.

**Section 5.10** Maintenance. The Developer, and all successors and assigns in interest to the Developer, shall be obligated to maintain the Project and all improvements and landscaping situated on the Property in a clean and neat condition and in a continuous state of good repair in accordance with the Code.

**Section 5.11 Transfers and Assignments.** The qualifications and identity of the Developer, and its equity owners, stockholders, and/or partners are of particular concern to the community and to OCRA. The Developer recognizes that it is because of such qualifications and identity that OCRA is entering into the Agreement with the Developer, and, in so doing, is further willing to accept and rely on the obligations of the Developer for the faithful performance of all undertakings and covenants to be performed by the Developer without requiring in addition a surety bond or similar undertaking for such performance of all undertakings and covenants in this Agreement. Prior to completion of the Project and issuance of the Certificate of Completion therefor, the Developer shall not, except as permitted by this Agreement, without prior written approval of OCRA, make any total or partial sale, transfer, conveyance, assignment or lease of the Property or assign any of the development obligations under this Agreement. The foregoing restrictions on assignment, transfer, and conveyance shall not apply to and do not require the prior written approval of OCRA for:

(a) any mortgage lien or security interest granted by the Developer to secure indebtedness to any construction or permanent lender with respect to the Project; and

(b) the rental, leasing, easement granting, or other routine operational grants of portions of the Property by the Developer for any uses contemplated for the Project.

Notwithstanding the foregoing, provided that any assignee, transferee, or subsequent owner of the Property shall remain liable for all of Developer's obligations under this Agreement with respect to the portion of the Property assigned, transferred, or conveyed, OCRA agrees that the Developer and its members may, upon 10 days' prior written notice but without OCRA's approval, transfer or assign all or an interest in this Agreement or all or a portion of the Property to present members of the Developer and/or any limited liability company, corporation, partnership, limited partnership, joint venture or other entity owned, controlled, and/or managed by David Darby, Richard Labarthe, Steve Rahill, Tim Nystrom, or Dave Petersen; and provided that the ownership, control, or management of any such entities shall remain with David Darby, Richard Labarthe, Steve Rahill, Tim Nystrom, or Dave Petersen at all times prior to the issuance of a Certificate of Completion.

Section 5.12 Assistance Financing. Notwithstanding any provision of this Agreement to the contrary, the Developer shall have the right, without first obtaining consent of OCRA, to sell, pledge, grant a security interest in or otherwise transfer Developer's rights to assistance payments hereunder, provided, however, that the Developer (or Developer's assigns) shall remain liable for all of its obligations hereunder. In furtherance of the foregoing, the Developer shall be permitted to issue debt that is secured by the Developer's rights to assistance payments and grant any other Project collateral to such debt holders. OCRA agrees to cooperate in good faith with the Developer as necessary in connection with any assistance in development financing and the pledge or transfer of such payment rights to the debt holders, at no cost and expense to OCRA.

# ARTICLE VI. REPRESENTATIONS AND WARRANTIES

Section 6.01 Developer Representations and Warranties. The Developer represents and warrants the following:

(a) The Developer represents that it is a duly organized limited liability company and is currently in existence under the laws of the State of Oklahoma. The Developer is authorized to conduct business in the State of Oklahoma and is not in violation of any provisions of its articles of organization, operating agreement, or any other agreement governing the Developer, or any law of the State of Oklahoma affecting Developer's ability to perform under this Agreement.

(b) The Developer's ability to accomplish the Project with financing assistance from OCRA has induced the Developer to proceed with the Project, and the Developer hereby covenants, subject to the terms and conditions herein provided, to complete construction of the same and continue to maintain and operate the Project.

(c) The Developer represents that it has the full power and authority to execute this Agreement and this Agreement shall constitute a legal, valid and binding obligation of the Developer in accordance with its terms, and the consent of no other party is required for the execution and delivery of this Agreement by the Developer or the consummation of the transactions contemplated hereby, subject to laws relating to bankruptcy, moratorium, insolvency, or other laws affecting creditor's rights generally and subject to general principles of equity.

(d) The Developer represents that the execution and delivery of this Agreement, the consummation of the transactions contemplated herein, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented or limited by or in conflict with, and will not result in a breach of, other provisions of its articles of organization, operating agreement or any other agreement governing the Developer or with any evidence of indebtedness, mortgages, agreements, or instruments of whatever nature to which the Developer is a party or by which it may be bound, and will not constitute a default under any of the foregoing.

(e) To the knowledge of the undersigned representative of the Developer, there is not currently pending any action, suit, proceeding or investigation, nor is any such action threatened which, if adversely determined, would materially adversely affect the Developer or the Project, or impair the ability of the Developer to carry on its business substantially as now conducted or result in any substantial liability not adequately covered by insurance.

(f) The Developer warrants that it has not paid or given and will not pay or give any officer, employee or agent of OCRA any money or other consideration for obtaining this Agreement. The Developer further represents that, to its best knowledge and belief, no officer, employee or agent of OCRA who exercises or has exercised any functions or responsibilities with respect to the Project during his or her tenure, or who is in a position to participate in a decision making process with regard to the Project, has or will have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Project, or in any activity, or benefit therefrom, during or after the term of this Agreement.

(g) All utility services necessary for the development and construction of the Project are, or by completion of the Project will be, available to the Property, including water, storm and sanitary sewer facilities, electric and gas utilities, and telephone services.

(h) Financial statements of the Developer or its affiliates that have been or will be delivered to OCRA are true and correct in all material respects, and fully and accurately present the financial condition of the Developer or its affiliates on the respective dates thereof. There has been no material adverse change in the financial condition of the Developer or its affiliates since the date of the latest statement furnished prior to the execution of this Agreement.

(i) Neither this Agreement nor any statement or document referred to herein or delivered by the Developer pursuant to this Agreement contains any statement which Developer knows to be untrue or omits to state a material fact known to Developer that is necessary to make the statements made herein or therein not misleading.

Section 6.02 OCRA Representations and Warranties. OCRA represents and warrants the following:

(a) OCRA is a duly organized and validly existing public trust under the laws of the State of Oklahoma.

(b) OCRA is fully empowered to enter into this Agreement and to perform the transactions contemplated thereby and generally to carry out its obligations hereunder and thereunder. OCRA has duly authorized its Chairman, or in his absence, its Vice Chairman, to

execute and deliver this Agreement and all other documentation required to consummate the transaction contemplated herein on behalf of OCRA.

(c) The performance by OCRA under this Agreement will not violate any provision or constitute a default under any indenture, agreement or instrument to which OCRA is currently bound or by which it is affected.

(d) To the knowledge of the undersigned officer of OCRA, there is no action, suit, proceeding or inquiry at law or in equity pending or threatened, affecting OCRA wherein any unfavorable decision, ruling or finding would materially adversely affect OCRA's ability to perform under this Agreement or under any other instrument pertinent to the transaction contemplated herein to which OCRA is a party.

# ARTICLE VII. EVENTS OF DEFAULT AND REMEDIES

Section 7.01 <u>Events of Default</u>. The following shall constitute events of default hereunder (each an "Event of Default" and collectively, "Events of Defaults"):

(a) Default by either party in the performance or observance of any covenant or obligation contained in this Agreement, any instrument executed pursuant to this Agreement, or under the terms of any other instrument delivered by one party to the other party in connection with this Agreement, including, without limitation, the falsity or breach of any representation, warranty or covenant, or, as to the Developer, material variance from the approved Development Plans without prior written consent of OCRA in accordance with the terms set forth in Section 3.2 of this Agreement;

(b) Any representation, statement, certificate, schedule or report made or furnished by either party to the other party with respect to the matters and transactions covered by this Agreement which proves to be false or erroneous in any material respect at the time of its making or any warranty of a continuing nature which ceases to be complied with in any material respect and which the offending party fails to take or cause to be taken corrective measures satisfactory to the other party within thirty (30) days after written notice from the other party to the offending party; or

(c) The initiation of bankruptcy or receivership proceedings by or against the Developer and the pendency of such proceedings for sixty (60) days.

**Section 7.02** Notice and Opportunity to Cure. Upon an Event of Default, the nonoffending party will provide the offending party with notice and thirty (30) days opportunity to cure any Event of Default described in Section 7.01 or any other breach of an obligation under this Agreement. No Event of Default, default, or breach under this Agreement shall be a material default unless and until a party has provided written notice to the offending party identifying all specific action(s) or omission(s) of the offending party and the section(s) of this Agreement which render such action(s) or omission(s) defaults or breaches. Such defaults or breaches shall not be a material default so long as the offending party begins undertaking actions or omissions to cure such default or breach within thirty (30) business days of receiving such notice and thereafter pursues such cure with reasonable diligence.

# Section 7.03 Termination.

(a) In the event that OCRA unreasonably fails to approve the Development Plans and, and, if any such default or failure shall not be cured within thirty (30) days after the date of OCRA's receipt of written demand by the Developer, then this Agreement, or the relevant portion thereof, may, at the option of the Developer, be terminated by written notice thereof to OCRA, and, neither OCRA, nor the Developer shall have any further rights against or liability to the others under this Agreement with respect to the terminated portion thereof.

(b) In the event that the Developer fails to submit the Development Plans to OCRA and within the timeframes mandated by this Agreement, and, if any default or failure shall not be commenced to be cured within thirty (30) business days after the date of Developer's receipt of written demand by OCRA, then this Agreement, or the relevant portion thereof, may, at the option of OCRA, be terminated by written notice thereof to the Developer, and, neither OCRA nor the Developer shall have any further rights against or liability to the others under this Agreement with respect to the terminated portion thereof.

(c) Upon completion of development of the Project, the issuance of a Certificate of Completion therefor, and the payment of all assistance in development financing payable under Article IV hereof, this Agreement shall automatically terminate in which event neither party have any further liability or obligation hereunder.

**Section 7.04 Remedies.** Upon the occurrence of a material default, either party may, in addition to any other remedies specifically provided for hereunder, exercise any remedy available to that party by law, at its option without prior demand or notice, except as provided in this Agreement. Such remedies available to OCRA shall include immediate termination of payments of any assistance in development financing hereunder that has not been advanced.

# Section 7.05 Enforced Delay; Extension of Times of Performance.

(a) In addition to specific provisions of this Agreement, performance by either party hereunder shall not be deemed to be in default, and all performance and other dates specified in this Agreement shall be extended, where the party seeking the extension has acted diligently and delays or defaults are due to events beyond the reasonable control of the party such as but not limited to: default of other party; war; insurrection; strikes; lockouts; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; pandemics; quarantine restrictions; freight embargoes; invasion, lack of transportation; litigation; unusually severe weather; or any other causes beyond the control or without the fault of the party claiming an extension of time to perform.

(b) Times of performance under this Agreement may also be extended in writing by the mutual agreement of OCRA and the Developer.

**Section 7.06** Non-liability of Officials, Employees and Agents of OCRA. No official, employee or agent of OCRA shall be personally liable to the Developer, or any successors in interest, pursuant to the provisions of this Agreement, for any default or breach by OCRA.

#### **ARTICLE VIII. MISCELLANEOUS**

**Section 8.01 OCRA's Obligations Limited.** Nothing in this Agreement is intended to require or obligate nor shall anything herein be interpreted to require or obligate OCRA to provide, apply or make any payment or advance from any revenue or funds coming into its hands other than the assistance in development financing and in the manner provided in this Agreement.

**Section 8.02** Notices. All notices and other communications required, permitted or contemplated by this Agreement ("Notices" and each a "Notice") must be in writing, signed by the Party giving the Notice, and sent using the contact information below. Notices must be sent by: (1) hand-delivery in return for a receipt; (2) United States mail with postage prepaid; (3) nationally recognized overnight courier service; or (4) email, so long as the intended recipient acknowledges by email or other writing as having received the Notice (with an automatic "read receipt" not constituting acknowledgment). A Notice is effective on the earlier of: (1) the date of actual delivery; or (2) for mailed Notices (without a return receipt), three (3) business days after the date of mailing. However, if the receipt of Notice is refused, the Notice is effective upon attempted delivery. Either Party may change its contact information by notifying the other Party as required by this Section. Notwithstanding the foregoing, Notices advising the other Party of a breach of this Agreement must be sent by: (1) hand-delivery in return for a receipt; (2) certified United States mail, return receipt requested with postage prepaid; or (3) nationally recognized overnight courier service. Such Notices are effective upon attempted delivery. However, if receipt of the Notice is refused, the Notice is refused, the Notice is refused, the Notice is refused overnight courier service.

Notices to Developer will be addressed as follows:

Midtown HUB – OKC, LLC Attn: Tim Nystrom 311 S. Oak St., Suite #250 Roanoke, TX 76262

Email: tim.nystrom@newstreamcorp.com

with copies to:

Hub at Midtown LLC Attn: Richard Labarthe 820 N.E. 63<sup>rd</sup> St., Suite Lower E Oklahoma City, OK 73105-6444

Notices to OCRA will be addressed as follows:

Oklahoma City Redevelopment Authority Attn: Kenton Tsoodle 105 N. Hudson, Suite 101 Oklahoma City, OK 73102 Email: kenton.tsoodle@theallianceokc.org

with copies to:

Emily K. Pomeroy Center for Economic Development Law 301 N. Harvey, Suite 200 Oklahoma City, OK 73102 Email: <u>emilypomeroy@econlaw.com</u>

**Section 8.03 Amendment.** This Agreement may not be amended or modified in any way, except by an instrument in writing executed by both parties hereto and approved in writing by the Developer and OCRA.

**Section 8.04** Non-Waiver; Cumulative Remedies. No failure on the part of OCRA to exercise and no delay in exercising any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by OCRA of any right hereunder preclude any other or further right thereof. The remedies herein provided are cumulative and not alternative.

**Section 8.05** Applicable Law. This Agreement and the documents issued and executed hereunder shall be deemed to be a contract made under the laws of the State of Oklahoma and shall not be construed to constitute OCRA as a joint venturer with the Developer or to constitute a partnership among the parties.

**Section 8.06 Descriptive Headings.** The descriptive headings of the articles and sections of this Agreement are for convenience only and shall not be used in the construction of the terms hereof.

**Section 8.07 Integrated Agreement.** This Agreement constitutes the entire agreement between the parties hereto, and there are no agreements, understandings, warranties or representations between the parties regarding the financing of the Project other than those set forth herein.

**Section 8.08 Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, legal representatives and assigns.

**Section 8.09** Counterparts. This Agreement may be executed in several counterparts, and all such executed counterparts shall constitute the same Agreement. It shall be necessary to account for only one such counterpart in proving this Agreement.

**Section 8.10** Construction of this Agreement. The parties acknowledge that the parties and their counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

### [SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, OCRA has caused this Agreement to be duly executed as of the Effective Date.

# "OCRA"

OKLAHOMA CITY REDEVELOPMENT AUTHORITY, a public trust

By:

J. Larry Nichols, Chairman

IN WITNESS WHEREOF, Developer has caused this Agreement to be duly executed as of the Effective Date.

"DEVELOPER"

MIDTOWN HUB – OKC, LLC, an Oklahoma limited liability company

By: NS MF Partners – OKC LLC, a Texas limited liability company, its manager

By:

Timothy Nystrom, Managing Member

# **EXHIBIT 1**

# Legal Description

Lots 1 through 15 of Scotts Addition to Oklahoma City, Oklahoma County, Oklahoma, according to the plat recorded in Book 1 of Plats, page 47, together with the 20-foot north-south alley. adjacent to said Lots on the west;

and

Lots 16 through 21 of Scotts Addition to Oklahoma City, Oklahoma County, Oklahoma, according to the plat recorded in Book 1 of Plats, page 47, together with the north half of the 20-foot east-west alley adjacent to Lots on the south;

and

Lot 22 of Scotts Addition to Oklahoma City, Oklahoma County, Oklahoma, according to the plat recorded in Book 1 of Plats, page 47;

and

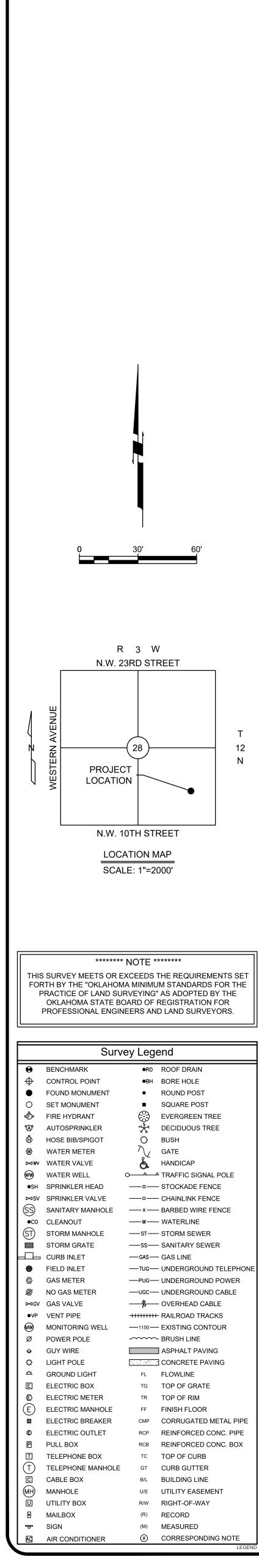
The east 60 feet of Lots 23 through 27 of Scotts Addition to Oklahoma City, Oklahoma County, Oklahoma, according to the plat recorded in Book 1 of Plats, page 47;

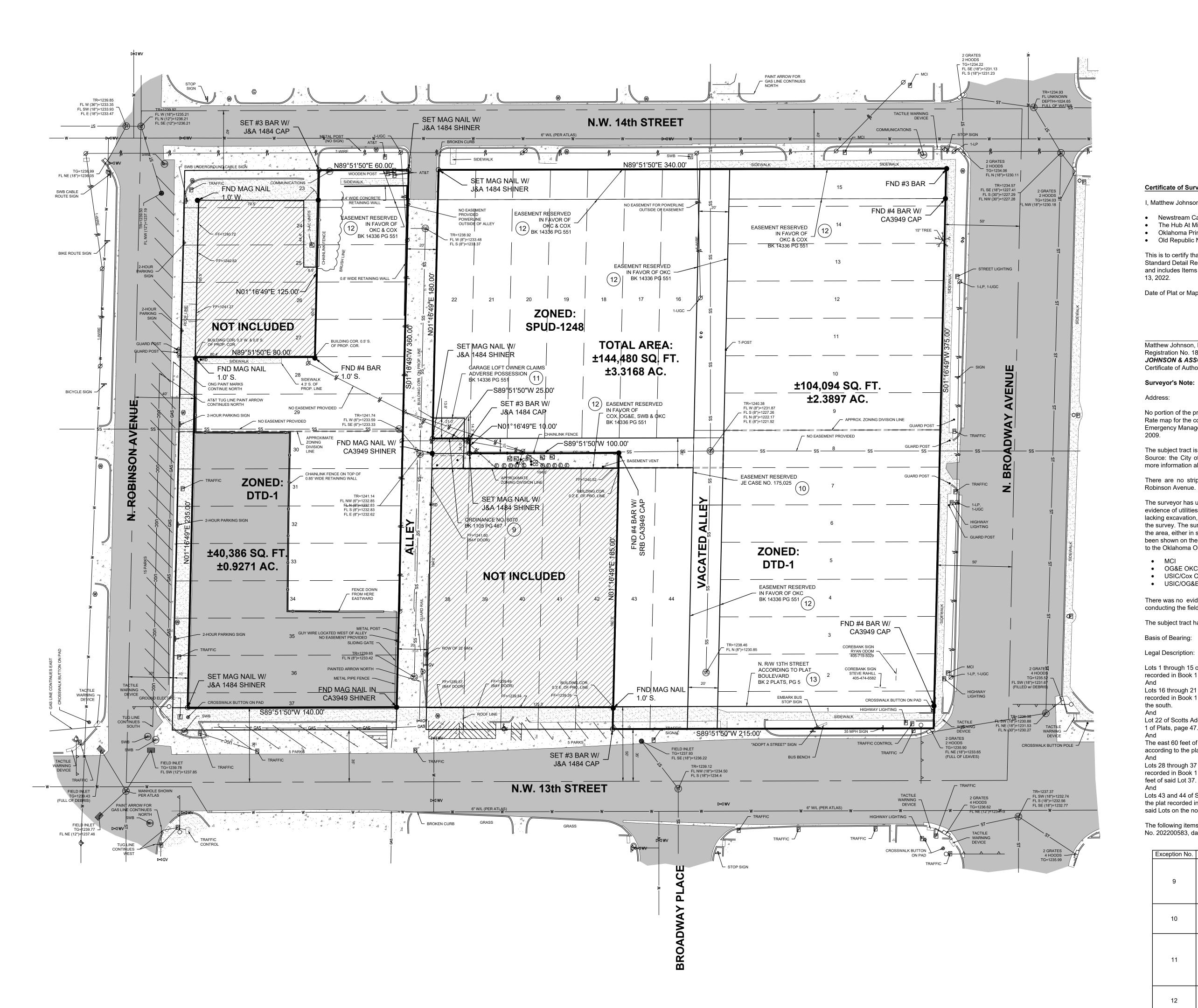
and

Lots 28 through 37 of Scotts Addition to Oklahoma City, Oklahoma County, Oklahoma, according to the plat recorded in Book 1 of Plats, page 47, less and except the west 10 feet thereof, and less and except the south 15 feet of said Lot 37;

and

Lots 43 and 44 of Scotts Addition to Oklahoma City, Oklahoma County, Oklahoma, according to the plat recorded in Book 1 of Plats, page 47, together with the south half of the 20-foot east-west alley adjacent to said Lots on the north.





Certificate of Survey

- I, Matthew Johnson, a Professional Land Surveyor in the State of Oklahoma, do hereby certify to:
- Newstream Capitall Partners, its successors and/or assigns as their respective interests may appear • The Hub At Midtown LLC, an Oklahoma limited liability company
- Oklahoma Prime Title & Escrow, LLC Old Republic National Title Insurance Company

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 7(a), 8, 9, 10, 11(a), and 16 of Table A thereof. The field work was completed on December 13, 2022.

Date of Plat or Map: December 15, 2022



Registration No. 1807 JOHNSON & ASSOCIATES

Matthew Johnson, P.L.S.

Surveyor's Note:

Address: None Provided

Certificate of Authorization No. 1484

No portion of the property shown on the survey lies within a Special Hazard Area, as described on the Flood Insurance Rate map for the community in which the subject property is located. The entire parcel lies within Zone "X" of the Federal Emergency Management Agency Community Panel Number 40109C0285H Map with an effective date of December 18, 2009.

The subject tract is currently zoned SPUD-1248 and DTD-1. Source: the City of Oklahoma City, Oklahoma Planning Department website at www.okc.gov, Phone 405-297-2623 for more information about Building Height, setback and parking restrictions for this zoning.

There are no striped parking spaces on this tract. There is on-street parking available along N.W. 13th Street and Robinson Avenue.

The surveyor has utilized information from a Utility Atlas obtained from the City of Oklahoma City combined with observed evidence of utilities on the ground to create an overall view of the underground utilities affecting the subject tract. However, lacking excavation, the exact location of underground features cannot be accurately, completely, and reliably depicted on the survey. The surveyor makes no guarantees that the underground utilities shown hereon comprise all such utilities in the area, either in service or abandoned. All flagged utilities at the time the fieldwork for this survey was performed have been shown on the survey. The following is a list of companies provided as a result of a Company List Request submitted to the Oklahoma One-Call System (Call Okie): The reference number for this request is 22082511342108.

MCI	Oklahoma Natural Gas - West	<ul> <li>IndianNation/ChickTel</li> </ul>
<ul> <li>OG&amp;E OKC/HCA</li> </ul>	OKC/Public Works	OK State of/OKC OMES
<ul> <li>USIC/Cox Comm/OKC</li> </ul>	<ul> <li>OKC/Water&amp;Waste</li> </ul>	<ul> <li>AT&amp;T Distribution</li> </ul>
<ul> <li>USIC/OG&amp;E OKC METRO</li> </ul>		

There was no evidence of recent earth moving work, building construction or building additions observed in the process of conducting the field work.

The subject tract has access to N.W. 13th Street, N.W. 14th Street, and N. Broadway Avenue (public streets). Basis of Bearing: Grid North as established by state plane datum (Oklahoma State Plane North Zone, NAD83)

Lots 1 through 15 of Scotts Addition to Oklahoma City, Oklahoma County, Oklahoma, according to the plat recorded in Book 1 of Plats, page 47, together with the 20-foot north-south alley. adjacent to said Lots on the west.

And Lots 16 through 21 of Scotts Addition to Oklahoma City, Oklahoma County, Oklahoma, according to the plat recorded in Book 1 of Plats, page 47, together with the north half of the 20-foot eastwest alley adjacent to Lots on

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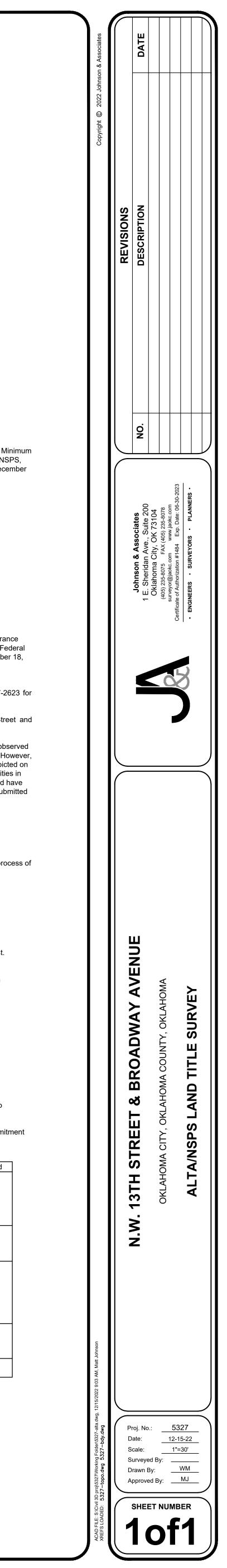
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Lots 43 and 44 of Scotts Addition to Oklahoma City, Oklahoma County, Oklahoma, according to the plat recorded in Book 1 of Plats, page 47, together with the south half of the 20-foot eastwest alley adjacent to said Lots on the north.

The following items refer to Schedule B - Part II of the Old Republic National Title Insurance Company Title Commitment No. 202200583, dated October 7, 2022 at 7:30 AM:

Exception No.	Recording Information	Description of Easement	Applicable	Plotted
9	Book 1105, Page 467	Easement for public utilities located in the closed alley adjoining Lot 22 on the south, with the right of the City reserved to re-open said alley without expense to the City, as shown by Ordinance No. 6070	Yes	Yes
10		Easements reserved in the Journal Entry of Judgment rendered in the District Court of Oklahoma County case no. 175,025	Yes	Yes
11		Claims to title in and to a portion of Lot 22 by the Terrance A. Lee and Magda Van Brunt Trust Dated July 2010, set forth in the Answer and Objection filed September 12, 2019 in the District Court of Oklahoma County case no. CV-2019-1778	Yes	Yes
12	Book 14336, Page 551	Easements reserved in the Order rendered in the District Court of Oklahoma County case no. CV-2019-1778	Yes	Yes
13	Book 2 of Plats, Page 5	Dedication of N.W. 13th Street set forth on the plat of Boulevard	Yes	Yes



# **A COMMUNITY VISION** 군이공군이공군인공단이는 **RESEARCH REPORT**



# **Community-led Community designed Community centered**

# Acknowledgments

# **Open Design Collective**

Design, Strategy & Engagement Lead Vanessa Morrison, CEO Deborah Richards, Chief Design Officer Errin McKnight, Community Designer

# Consultants

Sofola & Associates Afiya Wilkins Christina Beatty

# Additional Team Members

Cole Modhedano Emily Johnson

# Special thanks to:

# **Oklahoma City Urban Renewal Authority**

Cathy O'Connor Kenton Tsoodle Cassi Poor Olen Cook

# **Councilwoman Nikki Nice**

Northeast Oklahoma City **Neighborhood Coalition** 

# **Neighborhood Associations**

John F. Kennedy Neighborhood Association & Harrison-Walnut Neighborhood Association

University of Oklahoma **Health Sciences Center** 

**Diversity Alliance Task Force** 

Metro Technology Center Special thanks to Alwyn "Jay" Decoteau

**Event Photographer StudioARTs** 



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# **Tactical Committee Members**

Arthur Hurst Ashley Dickson Oso Becky Leshaw Camal Pennington David Conkerite Demetrice Whittaker Denyvetta Davis Dewayne Walker Erica Emery Evakem Gulilat Greg McGhee Jabee Williams JD Baker Jabar Shumate Juan Price Julie Coffee Kimberly Francisco Laguincey Reed Latasha Timberlake Maurianna Adams Sandino Thompson Shia Sumpter Tori Beechum Valenthia Doolin Dr. Valerie Williams Vera Ford

# **Guest Contributors**

Katv Boren Leslie Batchelor Paul Manzelli Sean Washington

This project was funded by the Oklahoma City Redevelopment Authority. We thank them for their support and acknowledgment of past harms, and the need for this project to center community voices for the equitable development of the focus area.

# **Open Design Collective**

# WHO WE ARE

Open Design Collective is a 501 (c)3 nonprofit organization that supports the social and spatial needs of Black and marginalized communities through the tools of planning, design, and architecture.

# HOW WE DO IT

Open Design practices thoughtful methods of protecting and creating Black spaces in the built environment through::

- Community
- Urban Design Engagement
- Planning
- Cultural Preservation

Placemaking

• Capacity Building • Architecture

# TEAM

Vanessa Morrison Co-founder, CEO

**Deborah Richards** Co-founder, Chief Design Officer

Errin McKnight Community Designer

Learn more at: www.opendesignco.org/

# VALUES

Collaborate Our projects create space and opportunity for community voices to be seen, heard, and valued

#### Community-led

Our projects are a step towards developing a strong foundation for communityled work and equity

#### Ideate We carefully listen to community voices and center them in our practice

**Trust Building** 

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We work to build trust, transparency, and accountability in the design process

#### Co-Design

We create culturally specific approaches to support community-led design with individuals who may not be trained in design, planning, urban design, or architecture

#### Shared Learning

We understand that many design and city planning processes are interrelated. We work to reveal these processes and relationships





# Introduction The South of 8th Community

# **Project Overview**

So8th Tactical Committee Spatial History of NEOKC

# **User Guide**

# **Development Toolkit**

Land Use/Density/Massing

# **Key Places**

Snapshot of places that were a main focus of the community discovered through the

# Appendix

So8th: A Community Vision, Research Report has been released alongside So8th: A Community Vision, Action Guide.

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# The South of 8th Community

# Harrison-Walnut Neighborhood Association

Considered to be the first Black neighborhood association established in Oklahoma City, the Harrison Walnut Neighborhood Association (HWNA) boasts unique characteristics. It has third and fourth-generation family members living in the community. Its small, close-knit family is rich in history and stories of a once thriving neighborhood that was the heartbeat of the Black community.

The South of 8th (So8th) project was very informative; it gave us a better understanding of the overall development process. Through the So8th engagement process, hope was reinvigorated in Harrison Walnut as Open Design provided an opportunity for our voices to be heard. We were able to reimagine what our neighborhood could look like in the future.

- Pastor Juan Price, HWNA President

# John F. Kennedy Neighborhood Association

Established in 1967, the John F. Kennedy Neighborhood Association (JFKNA) is a historically Black neighborhood located just a few blocks east of Downtown OKC. It is a tight-knit community with neighbors that are informed, engaged, inspired, and empowered to create a safe, healthy and flourishing neighborhood.

The So8th Street project, a series of community-led sessions, provided a rare engagement opportunity for JFK neighbors to not only reflect on the past but to reimagine the design of spaces available for infills in the neighborhood. It was exciting to participate in designing a future for JFKN that is representative of residents' hopes, dreams, and visions.

- Denyvetta Davis, JFKNA President

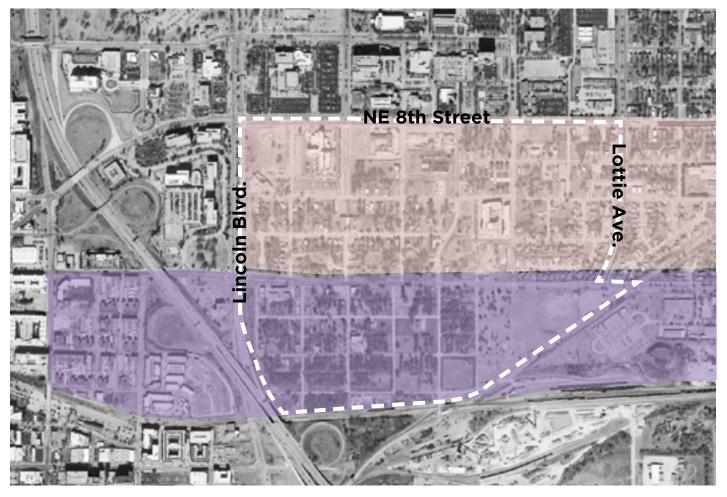
# **Oklahoma City - Ward 7**

When I think of Oklahoma City, I can't help but think of Deep Deuce, Bricktown, and the culture of the Black presence in our community. When we think of the new things that are coming on board for our city, such as the MAPS 4 projects, we must ask what does that look like for the stabilization of communities that are already on the brink of no longer surviving?

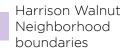
South of 8th is about being able to tell a new story of revitalization and sustainability for our community; for our city to be able to continue the legacy of those who came from these areas, especially JFK, Harrison-Walnut, and Booker

T. Washington Park, the spaces that we know as the footprints of Blackness, has always resonated and been a part of. This study helps us to continue to be able to explore this.

I'm excited that we have had so much engagement and community interaction that reveals what we would like to see in the future and what we would need for this process to be inclusive for our future generations to be a part of. I'm excited about how we move forward with this study and grateful to all of the participants, especially our community, that's been involved in this process.



Legend



JFK Neighborhood boundaries



- Councilwoman Nikki Nice

So8th Focus Area



# Dedication

The Open Design team extends our deepest gratitude to the over 400 NEOKC community members who contributed their histories, experiences, and bold vision into this process. We dedicate this body of work to you.









# Foreword

# **Open Design Collective**

As a collective of multidisciplinary urbanists who collaborate with community members to support Black spaces, we acknowledge that justice has a geography and how two people can reside in the same city yet have two completely different experiences based on where they live. Many of these experiences, both life-giving and challenging, have been left out of initiatives intended to strengthen and repair the physical and social conditions of Oklahoma City neighborhoods. This exclusion has caused further inequities, missed opportunities for residents to realize their full potential, and continues the harmful practice of building on top of brokenness.

National conversations are emerging about how cities can right the wrongs of urban renewal and better support the communities impacted. We believe that these tools live within local voices that can intrinsically inform neighborhood solutions. Additionally, we believe that having the space to be seen, heard, and valued in the built environment are fundamental rights - not realities to be obtained. Through the work of South of 8th: A Community Vision, we collaborated with Northeast Oklahoma City community members through a courageous and unprecedented engagement process to create an inclusive space for visibility, shared learning, mourning, joy, and collective ideation to ensure that the development recommendations set forth in this report are rooted in the experiences, expertise, and future goals of this community.

Despite multiple intersecting injustices that have impacted the South of 8th focus area and the Northeast Oklahoma City community at large, and that will be further unpacked in this report, there are several living examples of how innovation, strength, and resiliency have manifested from these neighborhoods. This community is fruitful with leaders and legacy builders who have carried these neighborhoods through - despite years of trauma, disinvestment, isolation, and other spatial threats. As you read through this report we encourage you to learn more about the full story of this community and its residents, culture, and identity, and hope you are enlightened by the collection of voices and dreams that deserve to be realized.

It's important to acknowledge that the work of repairing harm, building trust, and supporting this community extends beyond this project. This process and report were not intended to replace the deep need for the ongoing, intentional, and multifaceted justice work necessary to eradicate the over half century's old inequities that have been inflicted upon these neighborhoods. This report provides a community-centered framework; a compilation of what has been learned up to this point in time on how the equitable development of the So8th focus area can be thoughtfully approached in collaboration with the people most connected with these spaces.



Ongoing engagement and collaboration with community members, where power is shared and direct action is possible, is critical to advancing the incredible work accomplished by the community beyond this project. Our hope is that this report is additive and serves as a community-driven guide and information source on how reparative justice can be made possible through the equitable redevelopment of the focus area and how it can be honorable, liberatory, and inclusive of the residents who will be impacted the most.



Vanessa Morrison, Co-founder | CEO



Oklahoma City Urban Renewal Authority (OCURA) sought the opportunity to work with Open Design Collective to collaborate with Northeast Oklahoma City residents through an engaging educational process and to gather the community's priorities and future visions for the area. It is OCURA's desire to assist with the advancement of NE OKC by implementing recommendations from this report in an honorable, transformative, and community-driven fashion. While OCURA cannot undo the missteps of the past, it can and will be intentional in its efforts to be equitable and inclusive moving forward. We thank everyone involved for all of the input, collaboration, and hard work in putting this report together.

Kenton Tsoodle, OCURA Executive Director









# **Project Snapshot**

# What

The Oklahoma City Redevelopment Authority (OCRA) and the Oklahoma City Urban Renewal Authority (OCURA), both entities under the Alliance for Economic Development of Oklahoma City, sought assistance from Open Design Collective to lead a community engagement and master site plan<sup>1</sup> effort and to develop recommendations for the request for proposal<sup>2</sup> (RFP) process for OCURA-owned lots in the South of 8th (So8th) area. This partnership intended was to provide guidance and recommendations on how the OCURA-owned lots in the focus area, acquired through urban renewal<sup>3</sup> beginning in the 1960s, could be released for redevelopment in a way that is responsive and reparative to the history, culture, needs, and goals of the focus area.

# Why Now?

In 2019, the Alliance for Economic Development and the City of Oklahoma City hired national planning and design firm, Perkins and Will<sup>4</sup>, to conduct a land use<sup>5</sup> study and strategic development plan<sup>6</sup> for the Innovation District and Capitol Environs areas. The Innovation District (boundaries: NE 13th St. to I-35 north to south, Lottie Ave. to Robinson Ave. east to west) encompasses significant portions of Northeast Oklahoma City (NEOKC) neighborhoods and areas of importance to the community. With the emergence of the Innovation District and the scale of resources and investment coming to the area for the first time in decades, the goal of this partnership was to best position both areas for revitalization and growth.

While Perkins and Will led engagement activities during their study, many NEOKC community members vocalized concerns about the engagement process not fully representing or including the community. These concerns, in addition to OCURA still owning scattered, vacant lots throughout NEOKC as due to urban renewal, prompted OCURA and OCRA to activate a strategy to address these issues. OCRA hired Open Design Collective in the summer of 2021 to lead an additional community engagement and master planning effort to help fill in these gaps and have a more focused effort on including Black community member voices in the process.



Engagor

Community Engagement, Cultural Planning & Historic Preservation Christina Beatty





# **Project** Team



Residents, Leaders, Partners, City Officials



Residents and Leaders in NEOKC



Engagement, Co-Planning, & Design Environmental Law & Policy Afiya Wilkins

Sofola & Associates Planning Consultant Gina Sofola

Refer to Appendix for more information on organizations.



## **Community Context**

The South of 8th community comprises a diverse and intergenerational collective of residents who serve and protect their neighborhoods daily. Open Design recognizes that the focus area is not a monolith and that each resident has a unique viewpoint worthy of being represented in this community's present and future plans. Each resident holds a piece of the solution needed to strengthen the quality of life in the focus area, and these ideas come together to create a whole neighborhood that is meaningful, functional, and sustained. Open Design celebrates the rich and expansive identity that this community holds, from elders to children, cultural producers and artists, activists and educators, community leaders, spiritual leaders, non-profit founders, entrepreneurs, parents and nurturers, and more. Additionally, Open Design acknowledges the legacy residents who have been displaced from these neighborhoods and haven't had accessible opportunities to return yet remain deeply connected to the focus area.

Throughout this project, the Open Design team worked to prioritize the inclusion of Black voices that have been left out of and underrepresented in planning processes, including those who currently live in the focus area (So8th Residents). Additionally, space was created for individuals who currently live or are from NEOKC (NEOKC Community Members) and individuals who work to support the community (Allies).

Despite the past and current harms, this community is resilient and deeply invested in the future trajectory of the neighborhood. With a strong desire to increase the quality of life in this area, community members are working to ensure that the South of 8th area is a place where younger, older, current, and future generations can live, work, play, and thrive as they did once before.



People who don't currently live nor are from NE OKC but support the community

People who are connected to the Black experience of the focus area



### Allies

#### **NE OKC Community Members**

### So8th Residents

People who currently live within the boundaries of the So8th focus area



## So8th Profile

### **Focus Area**

Location: Northeast Oklahoma City, Oklahoma Boundaries: Between N. Lincoln Blvd. (west), N. Lottie Ave. (east), NE 8th St. (north), and the Union Pacific tracks (south) Acreage: Approximately 234 acres

Google Earth Pro 7.3.4.8642 beta (2022) 904 N.E. 4th Street, OKC, OK. [Desktop] [Accessed 2022]. Oklahoma County Assessor Online Mapping [map]. Layers used: Property Information.<https://oklahomacounty.geocortex.com/> (Accessed March 2022).

### **Occupancy Status**

Data on the occupancy and vacancy of housing units<sup>1</sup> (houses, apartments, rooms,

**Occupied<sup>2</sup>:** 304 **Vacant<sup>3</sup>:** 116 **Total:** 420

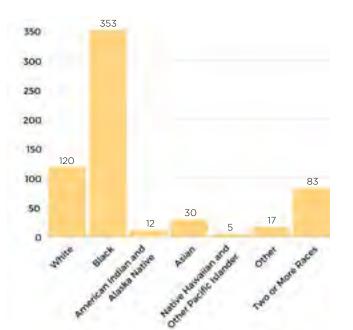
Source: U.S. Census Bureau, 2020 Census Redistricting Data (Public Law 94-171)

Per U.S. Census Bureau definitions, vacant units are excluded if they are exposed to the elements, that is, if the roof, walls, windows, or doors no longer protect the interior from the elements, or if there is positive evidence (such as a sign on the house or block) that the unit is to be demolished or is condemned.

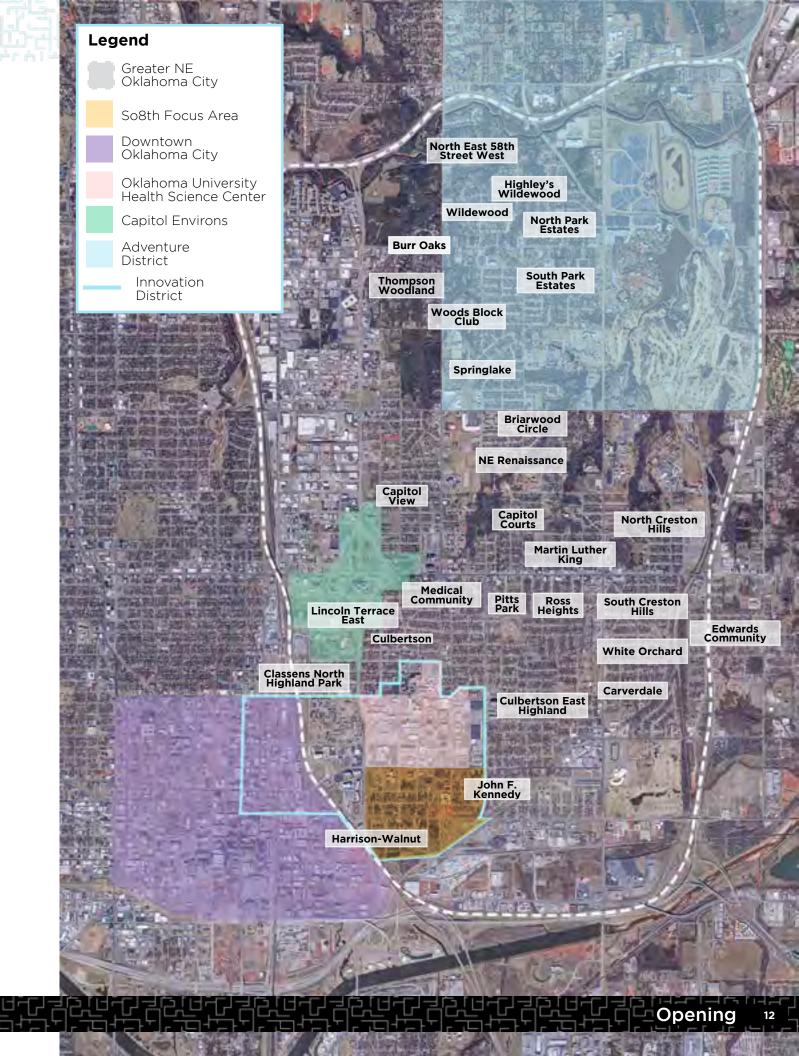
### Population

Current population data for the So8th focus area

Source: U.S. Census Bureau, 2020 Census Redistricting Data (Public Law 94-171)



South of 8th Community Vision



## **Project Approach**

#### Research

Open Design kicked off the project with an historical research phase to gain a better understanding of the social, spatial, and cultural dimensions of the focus area. With problematic and racialized narratives impacting the community's identity and the recognition of its full story, it was critical to begin this work by bringing more visibility to the beginning of Black life and contributions in these neighborhoods. Additionally, the research focused on:

- Tangible and intangible cultural assets that are important to the community's overall identity
- Existing conditions of the built environment and the spatial evolution over time
- Best practices in redeveloping Black and marginalized communities

#### Engagement

A key intention of this engagement and master planning effort was to co-lead its development alongside So8th residents and NEOKC community members while centering it on the experiences and goals of the community. With a history of disengagement and exclusion from decision-making processes, many individuals haven't had the opportunity to gain a deeper understanding of the development process, nor have they been able to fully participate in shaping their physical neighborhood spaces.

To disrupt exclusionary approaches to engagement, Open Design created an unprecedented, culturally responsive engagement strategy to help support community members in shared learning about processes while being able to contribute their expertise and ideas from an informed perspective. In addition to facilitating this education and engagement with the broader NEOKC community, the project team worked with a tactical committee (So8th Tactical Committee) of area residents, NEOKC community members, and allies to guide this work. This approach also created space for trust to be strengthened and for community members to share their memories, experiences, fears, goals, and priorities for the focus area.

It is important to acknowledge that while this process helped to strengthen and build relationships in NEOKC while providing a framework for inclusive engagement and redevelopment, it does not replace the ongoing work necessary to fully repair the harms of injustice that have impacted this community. There is still a significant amount of work to be done to earn the trust of this community and to address these harms as well as the opportunities for positive change. It is critical that engagement and trust-building between OCURA and the NEOKC community are intentional and ongoing.

#### Reflection

During this phase of the engagement, Open Design created space for community members to reflect on the history of the area and reconnect with the existing and pre-existing cultural assets of the community. Additionally, the So8th Tactical Committee convened on a bi-weekly basis over a 10-week period, in which a segment of that time was dedicated to reflecting on the history of the area and learning about the neighborhood redevelopment process.

#### Visioning

During the visioning stage, Open Design created a series of culturally responsive engagement workshops and two open events that centered the community's ideas and goals for the future vision of the focus area. The So8th Tactical Committee continued to meet as well and facilitated open events to ideate about the future with community members. Outcomes from the open events and tactical committee sessions helped establish the redevelopment framework in this report through an equitable and cultural lens.

#### **Equitable Redevelopment Recommendations**

Throughout and after the engagement phase, Open Design synthesized and translated the collection of community contributions, memories, ideas, and goals into a spatial context for the future redevelopment and design of the focus area.

#### **Engagement Summary**

Open Design Collective facilitated 11 events to engage the So8th community in codeveloping the framework for the master plan. These events included:

- 1 reflection open event,
- 5 reflection/educational sessions,
- 2 visioning open events, and
- 3 visioning sessions.

Additionally, the Open Design team plugged into community activations, such as the NEOKC town hall, community events, and more, to engage community members throughout the project.





## So8th Tactical Committee

#### Tactical Committee Members Select Expertise

resident | history | culture Arthur Hurst Ashley Dickson Oso resident | community organizer | policy artist | cultural producer Becky LeShaw resident | stakeholder **Camal Pennington** resident | city planning | policy **David Conkerite** the University Of Oklahoma Health Sciences Center resident | history | community leader and organizer **Denvvetta Davis** property owner representative | developer **DeWayne Walker** developer | real estate market analysis Erica Emerv Eyakem Gulilat artist | cultural producer | urban designer Greg McGhee banker | finance resident | Urban League | business | equity Jabar Shumate resident | artist | cultural producer Jabee Williams J.D. Baker business | policy Juan Price resident | spiritual leader Julie Coffee developer | technology resident | stakeholder | educator | Ralph Ellison Library **Kimberly Francisco** LaQuincey Reed artist | cultural producer Maurianna Adams impact investing Sandino Thompson resident | entrepreneur | NEOKC Renaissance Shia Sumpter developer | real estate market analysis ecology | food Tori Beechum the University Of Oklahoma Health Sciences Center (OUHSC) Dr. Valerie Williams Valenthia Doolin housing resident | community leader | organizer Vera Ford Victoria Kemp resident | entrepreneur | food

> Note: Tactical Committee members designated as a resident on this page means they live in the focus area or greater NEOKC.









## Lens: Reparative Justice

Reparative Justice<sup>1</sup> can be defined as the practice of centering those who have been harmed, focusing on repairing and dismantling the harms and preventing the reproduction of those harms from happening in the future. Steering away from a solely technocratic approach, through this lens Open Design developed the project with the intention to help bring visibility to the historical and current injustices that have impacted the focus area while creating a direct focus on how the development strategies could help address these challenges. Open Design strived to avoid implicity by amplifying the complex spatial history of the area and documenting these experiences on a larger scale. Through a reparative justice lens, the engagement and master planning approach was rooted in:

- **Trust-building:** Creating space for transparency, shared learning, expression, and relationship building amongst residents, leaders, and institutions
- **Power Sharing:** Positioning community members to co-lead the redevelopment, design, and planning recommendations set forth in this document to help shape change
- **Assets-based Approach:** Honoring the tangible and intangible cultural assets in the community and utilizing these elements as tools to inform solutions and the future plans for the focus area

Development<sup>2</sup> should be a tool to remedy and alleviate disparate outcomes, not be a contributor to harm. Developing a historically marginalized community that looks better but still functions the same only continues harm and destruction. Over the course of the project, Open Design collaborated closely with community members to focus on how redevelopment strategies on the OCURA-owned properties could address past and current harms and position this neighborhood to thrive in the present and in the future. Additionally, the team explored how the redevelopment of the entire focus area could have a broader impact on the surrounding neighborhoods.

This work created space for community members and allies to lean into challenging conversations that pushed for meaningful strategies that go deeper than the issues that have impacted the area. Collectively, the community worked together to create a holistic vision and more liberated possibilities for the future.







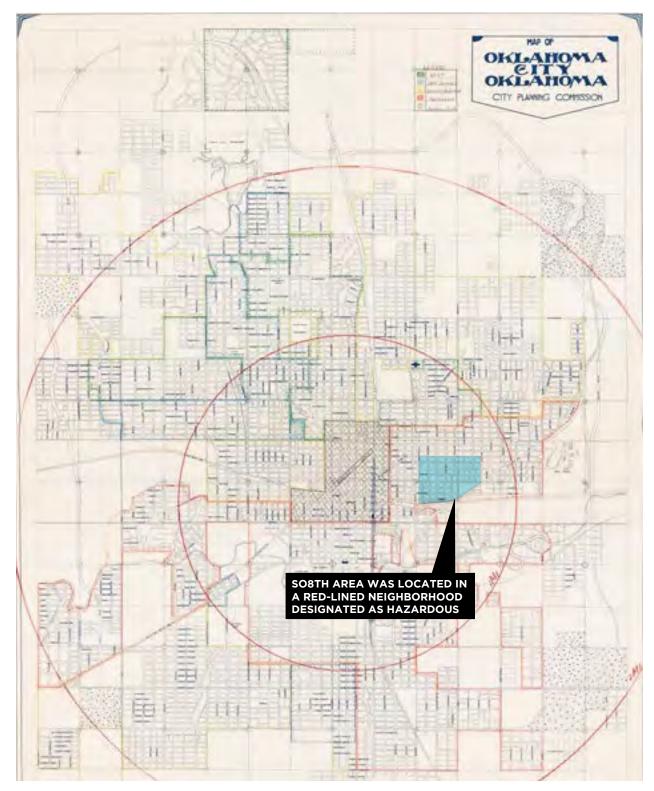
## **Spatial History of NEOKC**

In response to the growing opportunities in the warehouse and railroad industries in the downtown Oklahoma City area at the turn of the 20th century, many Black residents began to migrate to the area and develop neighborhoods near the Santa Fe, Rock Island, and Katy train depots.

An additional factor that influenced this Black migration was the oppressive role that the local government and real estate profession played in siloing Black residents to this area through the enforcement of racist city ordinances<sup>1</sup>, segregation, exclusionary real estate practices such as redlining<sup>2</sup>, and more. Due to these injustices, during the 1920s through the 1940s, Black residents were forced to live in the Harrison-Walnut neighborhood and the Deep Deuce District (also known as 2nd Street). By 1910, over 7,000 Black individuals and families resided in the area.



Figure: Mixed-use corridor in Deep Deuce, circa 1930s (above); 1930s City Planning Commission map of redlining in Oklahoma City (right)



1930s redlining map of OKC

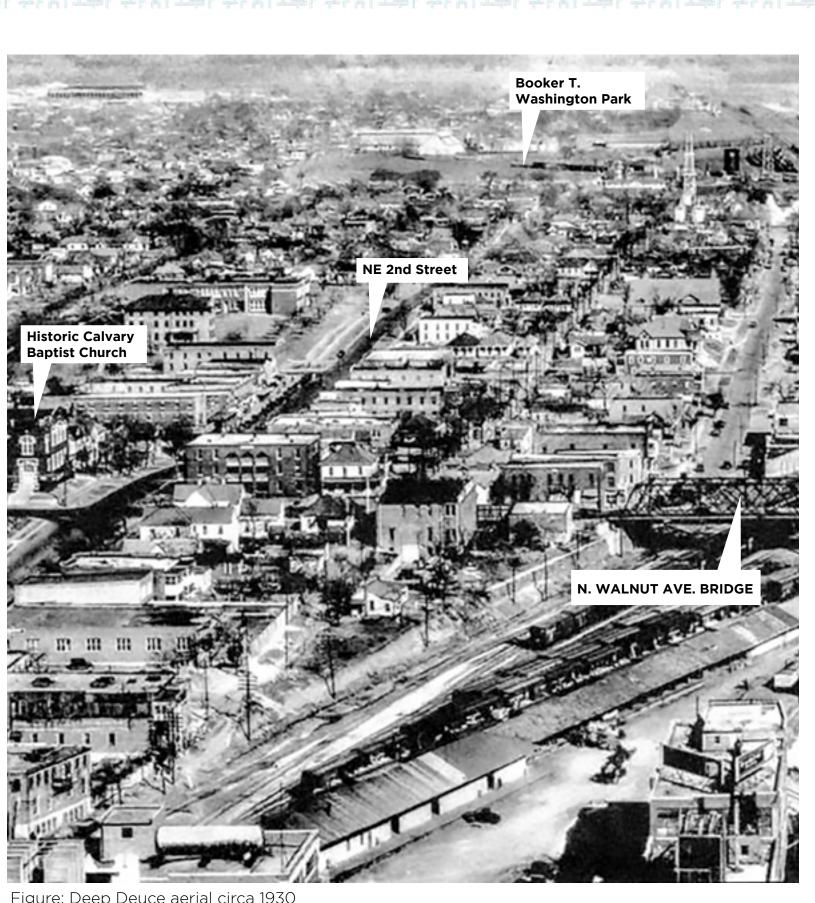


Despite these injustices and harms, Black residents created a thriving neighborhood and cultural identity that was representative of the Black creatives and musicians. entrepreneurs, activists, and more. Additionally, a nationally-recognized, vibrant nightlife and music scene emerged around the blocks of Stiles Ave. to Walnut Ave. (East to West) and NE 2nd St. and NE 4th St. (North to South) in the Deep Deuce neighborhood. Several local and national musicians, such as Charlie Christian, Duke Ellington, Ella Fitzgerald, and more, frequented the area and cultivated a strong jazz legacy, a sense of pride, and joy for the NEOKC community.

By the 1930's, several factors at both the national and local levels began to shift the spatial and social dynamics of the Harrison-Walnut and Deep Deuce neighborhoods. The warehousing and railroad industries began to decline, which caused many residents to lose employment and economic stability, thus making it difficult to remain in these neighborhoods. Additionally, the Supreme Court case of Shelley v. Kraemer in 1948 struck down many of the racist city ordinances that were implemented across the country, and more opportunities and freedoms came as a result of the civil rights movement, including integration. This newly granted mobility gave Black residents the ability to move to other parts of the city for the first time. While some residents chose to leave, others remained in the area.



Figure: Sam Hughes, Charlie Christian, Leslie Sheffield, and Dick Wilson at a jam session at Ruby's Grill



Opening

Figure: Deep Deuce aerial circa 1930







An additional shift that impacted this community was the practice of urban renewal. which changed the physical and social landscape of NEOKC for decades to come.

Beginning in the 1960's, cities across the country were granted funds from the federal government through the urban renewal program, an initiative created to help cities address blight<sup>1</sup> and dilapidation<sup>2</sup> in their communities. While some cities declined the funding, many utilized these funds to demolish homes, businesses, and neighborhood areas while purchasing the land underneath these properties.

Many Black communities across the nation were disproportionately impacted by this process, leaving scars of injustice that are ever-present over a half-century later. Oklahoma City's urban renewal era began in the 1960's with the creation of the Oklahoma City Urban Renewal Authority and the announcement of the University Medical Center Urban Renewal Plan, implemented in 1964. Urban renewal plans included:

- University Medical Center Urban Renewal Plan 1964
- Central Business District General Neighborhood Renewal Plan 1964
- John F. Kennedy Urban Renewal Plan 1966
- Harrison Walnut Urban Renewal Plan (A portion of the Central Expressway) Mitigation Plan) - 1981

These urban renewal plans initiated the demolition, erasure, and loss of Black property ownership, wealth, and sense of belonging in NEOKC. These plans also activated the displacement of hundreds of residents over the years.



Figure: The Jewel Theatre and other Black-owned businesses along NE 4th St in the 1950s

The Harrison Walnut Urban Renewal Plan helped pave the way for the construction of Interstate 235, which disconnected the central area of this neighborhood and its critical connection to the Deep Deuce area and the broader NEOKC community. Additionally, urban renewal displaced thousands of Black residents over, dismantled multiple small businesses and community-led organizations, and inflicted generations of harm and erasure in the focus area that are still experienced today. Significant buildings and neighborhood areas were demolished from the built environment which caused a detrimental loss of Black cultural identity and representation in the community. These injustices have had residual impacts related to concentrations of poverty, lack of access to resources, health and wellness barriers, and more.

Although residents who were property owners were paid for their properties and residents who were renters were paid "relocation assistance," the relocation support was wholly inadequate to enable displaced residents to meaningfully establish new homes in unfamiliar areas. Moreover, the federal funding was for clearance, demolition, and relocation, with little or no funding to subsidize construction or incentivize redevelopment. Having destroyed the economic base and cultural vibrancy of the area, urban renewal had also destroyed the market conditions necessary to generate the redevelopment of the area.

As a result of this harmful practice, OCURA still owns many vacant commercial, and residential properties scattered throughout NEOKC with a concentration of these properties in the So8th focus area. Both OCURA and OCRA acknowledge the inequities that manifested from this practice years ago and have the desire to offer these properties for equitable redevelopment that is rooted in the priorities and goals of the NEOKC community.



Figure: Current conditions of 4th Street and the Jewel Theatre

OPEN DESIGN South of 8th Community Vision





#### Land Run

1889

The Oklahoma Land Rush was the first land run into the Unassigned Lands of former Indian Territory, which had earlier been assigned to the Creek and Seminole peoples

#### Senate Bill One Contested

E. P. McCabe, a Black land developer, lawyer, immigration promoter, newspaper owner, and politician, organized a legal battle against Oklahoma Senate Bill One, which segregated public transit. Still, the U.S. Supreme Court upheld the law's constitutionality



Buchanan v. Warley The U.S. Supreme Court decision in the Buchanan v. Warley case deemed ordinances for government-instituted racial segregation in residential areas in Louisville, Kentucky, unconstitutional, negating the previous local ordinances



### Department of City Planning created

Hare & Hare planning and landscape firm was hired in 1930 to complete Oklahoma City's first comprehensive city plan and first project of OKC's Planning Department

#### Sandtown Settled

Sandtown was Oklahoma's first Black settlement, settled in 1884, five years before the Land Run of 1889. Its name came from its proximity to the Canadian River

#### •Oklahoma Territorial Legislature

\_\_\_\_

First Territorial Legislature voted to allow each county to opt for either mixed or segregated schools. This banned racial mixing in schools after the 1896 Plessy v. Ferguson U.S. Supreme Court decision that upheld the constitutionality of racial segregation

#### City Ordinance #1824

Provides for the gradual separation of blocks to become solely occupied by either whites or blacks but not both

Section 1-2-Any block with **75%** or more of white occupancy shall not be available for black occupancy; exception for servants/employees

#### •City Ordinance #1825

Provides for the use of separate blocks for residence by whites and blacks

Section 2- defines a block as "both sides of the street to the rear of the lots" and "between the two adjacent intersections, or crossing streets"

Section 5- Penalty is \$10 - \$100 for each offense/day

#### Deep Deuce heyday

In the 1920s, Deep Deuce became a self-sufficient segregated black community with socio-economically diverse people creating a vibrant community even under racist policies. This area served as the commercial center for the Black community and was associated as such for most of OKC history



#### City Ordinance #4524

Provides for the separation of whites and blacks in residences and businesses including city parks with an exception for servants/employees

"the lots upon which have **54%** or more of negroes residing or doing business therein it shall be unlawful for any white person or persons to move into the house or premises occupied by him previously in such block having a majority of negro residents or business therein"



### City Ordinance #4502

Provides for the separation of whites and blacks in residences and businesses including city parks with an exception for servants/employees

Section 1-2 - Any block with **51%** or more of white occupancy shall not be available for black occupancy; exception for servants/employees

Section 3- Occupation is governed by the adjacent streets; construction on vacant lots must state occupation type

#### Allen v. OKC

Onie Allen, a Black homeowner who occupied his property before the passage of City Ordinance #4524, was given notice to vacate on the grounds that he violated the 1934 ordinance.

Represented by the NAACP, Allen and another challenged Gov. Murray's 1935 executive order that segregated housing in Oklahoma City. Murray enforced his order by declaring martial law. In Allen v. Oklahoma City, the U.S. Supreme Court struck down Murray's attempt to create a "segregation zone" in the city.

#### Start of WWII

The war involved the vast majority of the world's countries including all of the great powers forming two opposing military alliances - the Allies and the Axis powers

#### --- G.I. Bill

G.I. Bill has helped qualifying Veterans and their family members get money to cover all or some of the costs for school or training.

While the G.I. Bill's language did not specifically exclude African-American veterans from its benefits, it was structured in a way that ultimately shut doors for the 1.2 million Black veterans who had bravely served their country during World War II, in segregated ranks

#### Shelley v. Kraemer

This case actually became the foundation for nearly every other civil rights lawsuit in the Civil Rights Era. The key argument is that restrictive covenants violated the 14th Amendment's Equal Protection Clause. It reinforced the fact that Black people had the right to seek relief from segregation laws in the courts; such as Ordinances 4502 & 4524

#### - End of Senate Bill One

Also known as the "coach law" and to most as the state's first Jim Crow law, the bill provided that "every railway company, urban or suburban car company, streetcar or interurban car or railway company shall provide separate coaches or compartments". In 1952 the U.S. Supreme Court declared segregation on interstate railways unconstitutional. In 1965 the Oklahoma Legislature repealed all segregation statutes for public transportation



#### Edwards Edition

Edwards Real Estate Investment Company purchased thirty-three acres in northeast Oklahoma City and had it platted by C. T. Hassman, a white resident of Tuttle, to skirt the segregation ordinance, effectively ending residential segregation in the area. In 1939, Edwards persuaded the Federal Housing Authority to approve mortgage loans for black persons

#### U.S. enters WWII

Though there had been tension building up for months, the direct and immediate cause that led the U.S. to enter the war officially was the Japanese attack on Pearl Harbor



#### End of WWII

Douglas MacArthur, Commander in the Southwest Pacific and Supreme Commander for the Allied Powers, accepted Japan's unconditional surrender. In the U.S., after the war, an economic boom unlike any seen before in American history lead to unprecedented prosperity during the 1950s

#### Housing Act of 1949

The federal government appointed funding to assist local governments with improving housing standards and urban redevelopment by the clearance of slums

SLEW CLEAVANCE and ORBAN REDEVELOPMENT

### of 1954

An update that inserted language and provisions designed to support urban redevelopment plans. In particular, the Act mandated that municipalities submit a "workable program" for redevelopment





#### **Civil Rights Act of 1957**

The first civil rights legislation since Reconstruction. The new act established the Civil Rights Section of the Justice Department and empowered federal prosecutors to charge those who suppress another's right to vote

#### Housing Act ···· Brown v. Board of Education

The consolidation of five cases into one, decided by the U.S. Supreme Court, effectively ended racial segregation in public schools. Many schools. however, remained segregated

#### OKC Urban Renewal **Authority Created**

The City of OKC established its Urban Renewal Authority as a public body corporate pursuant to the state Urban Redevelopment Law and federal law and regulations, for the purpose of redeveloping areas the City identified as blighted, as defined by state law, through clearance, rehabilitation, and conservation.

Opening

22

#### Civil Rights Act of 1964 Preventing employment

discrimination due to race, color, sex, religion, or national origin. Title VII of the Act establishes the U.S. Equal Employment Opportunity Commission

#### Voting Rights Act 1965

Prevented the use of literacy tests as a voting requirement.

#### Housing Act of 1965

In terms of redevelopment, the Act extended urban renewal for four years, through October 1, 1969, and provided an additional \$2.9 billion for grants



provided under the

Johnson administration

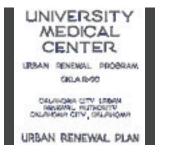
#### Housing and Community **Development Act**

The Act consolidated 10 categorical grant programs into a new program, Community Development Block Grants. The programs had funding that was bundled together and terminated the Urban Renewal Federal Program

### 964

#### **University Medical Center Urban Renewal Plan**

Announced Oct. 5, 1964, the University Hospitals and the College of Medicine facilities were judged to be overcrowded and an important asset for OKC. The groundwork for the OUHSC was laid in 1964 with the creation of Oklahoma City's urban renewal plan for the University Medical Center



#### General Neighborhood **Renewal Plan for the Central Business District**

Announced Dec. 10, 1964, an urban redevelopment initiative designed by I.M. Pei for downtown OKC in the 1960s and 1970s. His plan resulted in the demolition of hundreds of buildings before the plan was stopped. 40% of the downtown area was destroyed



#### JFK Relocation Plan

Survey and relocation plan that was part of urban renewal, calling for commercial corridors, housing renovations, and removal of "blight" within the JFK neighborhood and Parts of East Culbertson

RELOCATION PLAN John F. Kennedy

#### **Urban Renewal Project** -----

#### •Fair Housing Act 1968

Also known as the Civil Rights Act of 1968, providing equal housing opportunity regardless of race, religion, or national origin







I.M. Pei Plan End The last major demolition of I.M. Pei's plan was accomplished to make way for the Myriad Botanical Gardens west of the convention center



#### -I-235 Construction

The Central Expressway Mitigation Plan was initiated by the Oklahoma Department of Transportation for the construction of the 5 mile interstate highway to connect I-44 and I-40. This plan was helped through land acquisition by OCURA



#### Harrison Walnut **Urban Renewal** Plan

Plans and surveys, that started in '81, with later iterations calling for redevelopment, land acquisition for building of I-235 in the area, and removal of "blight" within the neighborhood

URBAN RENEWAL PLAN HARRIBON WALNUT AREA OKLAHOMA CITY W PLAN AREA



#### MAPS for Kids

- The new sales tax generated \$514
- million along with a \$180 million
- OKC Public Schools bond issue, which was used to improve school
- facilities, technology and
- transportation projects. When the
- last facility is constructed, the
- program will have built or

2001

- renovated 70 Oklahoma City
- Public School buildings and
- provided funding for hundreds of
- other metro area school projects

#### ·planokc

As a comprehensive plan, it serves as a guide for elected and public officials by establishing policies and priorities, and providing the framework for evaluating development

planning for a healthy future

### BlackSpace Oklahoma (now known as Open Design Collective)

In 2017, BlackSpace Oklahoma (now Open Design Collective) was formed as a nonprofit organization leading engagement projects related to history. culture, and neighborhood spaces

#### **Positioned for Growth:** Advancing the Oklahoma City Innovation District -**Brookings Institute Report**

The Brookings Institute and Project for Public Spaces analyzed the emerging innovation district in the Health Center and Automobile Alley area of OKC to understand the area's

- strengths and identify opportunities to
- advance the district's innovation ecosystem.
- Completed in April 2017, the report outlined
- the results and made recommendations to
- build a more innovative, vibrant, and inclusive innovation district

### Metropolitan Area

#### **Projects (MAPS)** A one-cent. limited-term

sales tax-funded initiative created to revitalize Downtown, improve Oklahoma City's national image, and provide new and upgraded cultural, sports, recreation, entertainment, and convention facilities



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#### MAPS 3

2009

MAPS 3 is a capital improvements program in Oklahoma City that uses a one-cent, limited-term sales tax to pay for debt-free projects that improve our quality of life. Some projects included were: Scissortail Park. Convention Center. streetcar. and senior centers

#### **NEOKC** Renaissance

The NEOKC Renaissance mission is to advocate for ethical redevelopment considerate of housing, education, safety, wellness, economic development, and preservation of African American arts & cultural development



#### MAPS 4

MAPS 4 is a public improvement program funded by an 8-year penny sales tax that will raise a projected \$978 million. More than 70 percent of MAPS 4 funding is dedicated to neighborhood and human needs. Some projects include: the Freedom Center, Innovation District, and programs for homelessness, beautification, and transit improvements

#### **Innovation District and Capital Environs Land Use and Strategic Development Plan**

Continuing the achievements of the Brookings Study, this plan by Perkins and Will establishes a master plan for the State of Oklahoma Capitol Environs, the core Innovation District, and an overall Land Use Plan for eastern Oklahoma City



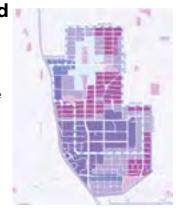


The So8th: A Community Vision project establishes the connection to the community while creating a plan for socially sustainable development for the historically disenfranchised area



#### ••OKC City Wide **Zoning Update**

Currently under development, the new zoning code is being developed with alignment to plan**okc** 







## **Report Structure**

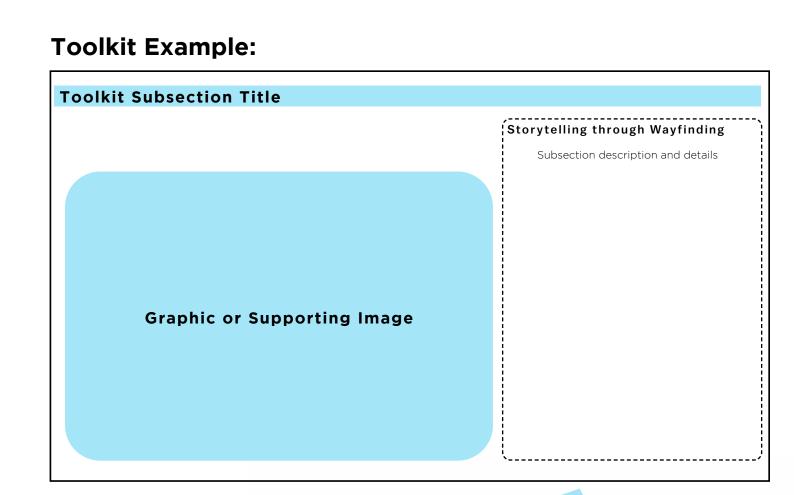
This report is designed to provide a master site plan and equitable development recommendations for the OCURA-owned lots in the So8th focus area. While the recommendations set forth in this report will have the most influence over the OCURA-owned properties, a wider focus of the broader neighborhood is included to add a perspective on how the focus area could be holistically developed. The following breakdown covers the sections of this report:

- **Black Culture:** How can Black identity be thoughtfully preserved and revived in the focus area?
- **Ownership:** How can more opportunities for home and business property ownership, as well as the ownership over decision-making and process, be extended to the past, current, and future residents of this community?
- Land-use and Density Massing: What are the appropriate land uses and scales of development that will honor the history of this area and not repeat patterns of displacement?
- **Connectivity:** How can internal and external connections be strengthened so that community members can have increased mobility and access to needs and opportunities?
- **Ecology:** How can redevelopment happen with the environment instead of to the environment?

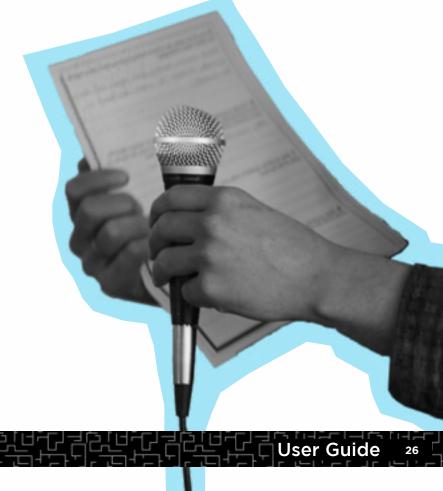
Each priority segment will also include a focused layer of the master site plan to give a visual as to how these priorities can be addressed spatially in the future.

#### **Key Places**

Areas of significance were highlighted by the community as key places where future development should be prioritized and could have the most impact. These areas are detailed in the report with specific recommendations on how they could be best supported through a cultural lens.











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### **PRESENT -**2022

NEOKC Black culture represents a unique, layered, and intergenerational culture that has survived many challenges and transitions over the years. The So8th area was one of the historic roots of Black culture in Oklahoma. Decades of spatial and social injustices have resulted in the loss of cultural assets, homes, connections, and spaces. This map reveals the vacancy and displacement that has resulted. It also reveals some of the existing cultural assets that remain that can serve as a foundation to new development. We recognize the people and hard work that has gone into preserving the remaining assets, and that this map does not include an exhaustive representation of the intangible and tangible assets in the focus area.

Historic Site of Deep Deuce

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Henrietta B **Foster Center** 





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Kiddie Village Day Care



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### **FUTURE** VISION \*Proposed Conceptual Plan

The So8th and NEOKC community contributed their expertise, memories, experiences, and visions for the focus area throughout the engagement process. This immeasurably vital feedback was used to create the recommendations shown in this conceptual plan.

Displayed is an urban design for the So8th focus area that is rooted in addressing injustices through development that respects the history and culture of the area, the revitalization of neighborhoods, the creation of safe and healthy spaces, and connective opportunities.

The following plans will break down the themes associated with the future vision for So8th.

This plan does not promote removing any existing buildings.

Proposed development

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South of 8th Community Vision

E Sheridan Ave



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# **Black Culture**

Black culture exists on a continuum that connects memories, traditions, and everyday patterns into our lived experiences and physical spaces. These shared connections represent values, customs and traditions, knowledge, aesthetics, identities, and memories that reinforce a unique sense of place for a community. Representing the diverse lexicon of Black culture throughout this process while protecting the area from continued cultural gentrification emerged as a key priority for community members.





## Black Culture

A critical priority throughout the engagement phase was exploring how this process could support the revival of the Black cultural identity of the So8th community in built form. Rooted in a rich history connected to entrepreneurship, creativity, leadership, youth empowerment, and more, many So8th residents and NEOKC community members rejoiced in their shared memories of how the area used to be a life source for cultural activities and positive representation for NEOKC residents- from places for shared joy and entertainment, such as the historic Jewel Theater, where community members could gather and experience Black cinema, to intergenerational public spaces like the Henrietta B. Foster Center, where adults and children could learn and be supported together. Despite the forced migration of Black individuals and families to the NEOKC area through segregation and racist real estate practices, residents cultivated a series of vibrant physical spaces to gather and co-exist while connecting to cultural neighborhood activities in meaningful ways.

It's important to this community to revive the cultural identity of the focus area and to create a sense of place that reflects its cultural roots. Many individuals throughout this process mourned the harms created by the systemic oppression, demolition, and erasure of what used to be a thriving, full-time community that had spaces where Black culture could exist, function, and be visible. Individuals also expressed their challenges with the negative stereotypes that have been inflicted upon the area and the broader NEOKC community as a whole, and how these problematic narratives have further harmed the cultural identity and sense of pride in the focus area. Additionally, several residents and community members expressed fears about how the legacy of this community has been diminished over the years and how the history has not been preserved in a way that can be broadly shared, acknowledged, or visible; leaving its full story vulnerable to being lost not only in the built-form but eventually from our memories. These realities repeatedly surfaced throughout the project and raised additional concerns about how lacking a visible cultural identity in the built-form makes it challenging to preserve the history of the area, protect it from further harm, and leaves room for speculative developers to come in and not give the community the honor or consideration that it deserves.

### What We Learned

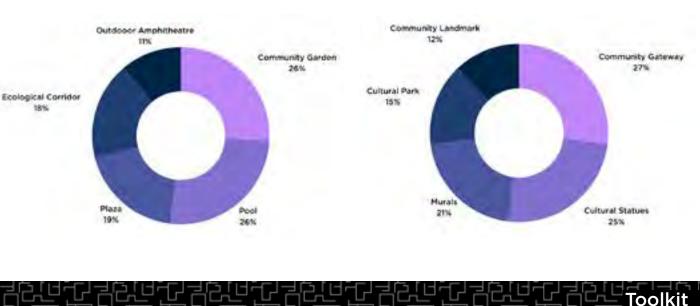
The loss of culture from the built form have had negative spatial, social, and psychological impacts on this community that has been felt across generations. The loss that was and has been experienced has left the community to question what might have been the full potential of this neighborhood area had there not been the unjust disruption of community building, ownership, entrepreneurship, permanency, strong social connections, and culture. Reviving the cultural identity of this community with representation in the built form is foundational to the healing and equitable redevelopment of the focus area.

It's important to place a special emphasis on how culture is not simply limited to aesthetics but also the design, feeling, and functionality of a space. Whether indoors or outdoors, how a space is designed directly influences what activities can happen and are invited within that space, and sends a message as to who the space is for. Culturally reflective design and quality construction are important to ensuring that identifiable elements are true to the culture of the community and are not disruptive to current cultural activities that exist, such as cultural festivities at Booker T. Washington park, neighborhood walks, and more.

In a community that has experienced great loss, having a cultural lens for redevelopment is a key component to restoring justice while protecting and strengthening culture. The following recommendations in this section lay out development strategies to protect, honor, and represent Black culture in the built environment while promoting the development of functional spaces where culture can be visible, possible, and shared.

#### Open Event 4/16/2022 Findings

This engagement activity built on previous engagement responses to explore the specific cultural spaces that are important to the community's identity. Below are the results for the "Public Spaces" and "Outdoor Cultural Elements" categories.



#### **Outdoor Cultural Elements**

OPEN DESIGN South of 8th Community Vision **Public Spaces** 

### What We Heard

The recommendations for the representation of Black Culture in the So8th focus area are a response to the feedback received at each engagement event. The following quotes are statements that were shared with engagement facilitators about desires to preserve and reflect the Black culture in future development. Each quote is listed under the category that it influenced.

### Identity

		"Cultural statues and landmarks to preserve and recognize our heritage and culture."
	Open Event 4/16/22	"I feel representation of the community matters- giving a sense of pride in the people then mirroring that with public art. Not just to beautify the space but to represent the community- the people that live and work there."
		"This is a historic neighborhood; it would be great to identify it as a specific space with history and with a future." [about community gateways]
•	Open Event 11/13/21	"Black owned businesses along 4th Street. Label it 'NEOKC District'."
		"Change the street name!" There are so many others deserving of this recognition."

### **Cultural Design Elements**

Open Event	"Retain and preserve
4/16/22	of the history of the N
Tactical Session 4/2/22	"Other cities have are spaces that allow con

### **4th Street Design Standards**

Open Event 4/16/22	<i>"Historic preservation architectural styles to influence."</i>
• • • • • • • • • •	<i>"I like variety and hav variety of architectur</i>

### **Place & Function**

	"[Murals] and [cultural park] resonated most with me. I like the idea of the artistic expression and paying homage to the culture"
Open Event 4/16/22	<i>"Outdoor amphitheater like the one in downtown OKC for entertainment, etc."</i>
	"Not just about design and use. It's about ensuring that this community is built for existing residents while supporting change."

I can appreciate the variety of styles however there is an element of history that is sacred to this area. It is vitally important to not only preserve but to educate as well.



e evidence of the element of music as a part NE community."

eas, such as Jazz alley, that are cultural mmunities to express their art."

on should come before a mix of to preserve the neighborhood from outside

ving a unique look to the community. The ral styles would definitely update the look."

- NEOKC Community Member response from April 16th open event



### Identity

### Storytelling through Wayfinding

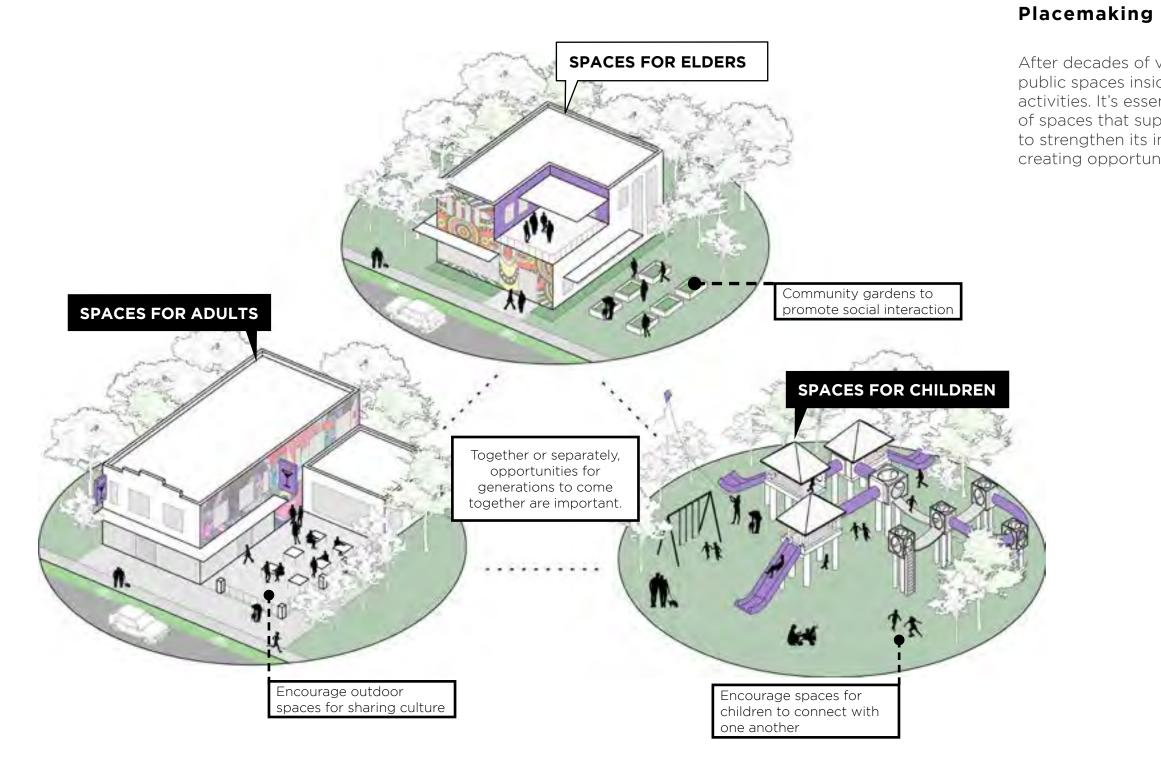
**CULTURAL GATEWAY** MONUMENT



This image is an example of how a monument could help strengthen the cultural identity of the So8th area. Physical representations of culture are important to a community's identity, representation, and visibility of the neighborhood. The loss of these assets has had physical and psychological impacts on residents that are still felt today. It's critical to restore identity in the built form to support the culture of the focus area.

\*Please note that the rendering provided below is an example and not necessarily the actual design being suggested for a monument. A design process would be required to fully explore how a monument could reflect the cultural identity of the area.

## **Place & Function**

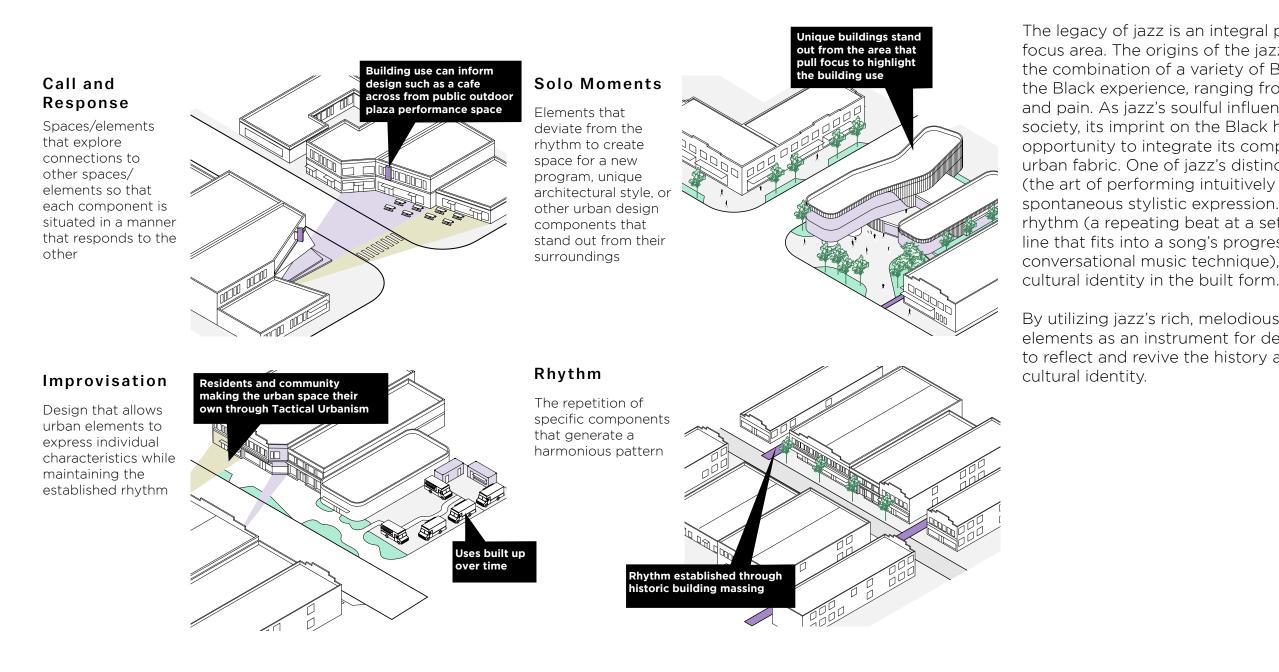




#### Placemaking & Placekeeping

After decades of vacancy, the community struggles to access public spaces inside of the community, to support cultural activities. It's essential that the So8th focus area includes a variety of spaces that support cultural activities, traditions, and lifestyles to strengthen its intergenerational community separately while creating opportunities for connectedness.

## **Cultural Design Elements**





#### **Architectural Style Guidelines & Functionality**

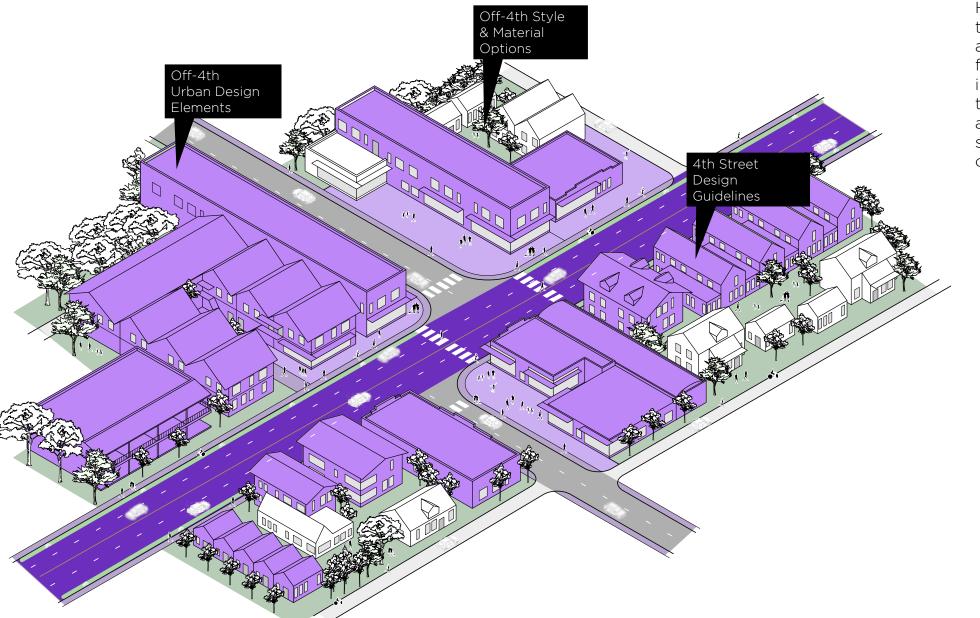
The legacy of jazz is an integral part of the cultural identity of the focus area. The origins of the jazz genre of music are centered on the combination of a variety of Black musical precedents and of the Black experience, ranging from joy and liberation to sorrow and pain. As jazz's soulful influence proliferated in American society, its imprint on the Black history of NEOKC extended an opportunity to integrate its composition into the design of the urban fabric. One of jazz's distinct characteristics, improvisation (the art of performing intuitively without preparation), allows for spontaneous stylistic expression. Additional components, like rhythm (a repeating beat at a set speed), solo (a unique melodic line that fits into a song's progression), and call & response (a conversational music technique), can reinforce NEOKC's Black

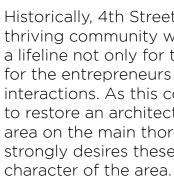
By utilizing jazz's rich, melodious influences and distinguishing elements as an instrument for design, the urban fabric can begin to reflect and revive the history and essence of NEOKC's Black



## 4th St. Design Standards

### **City Enforced Design Guidelines**



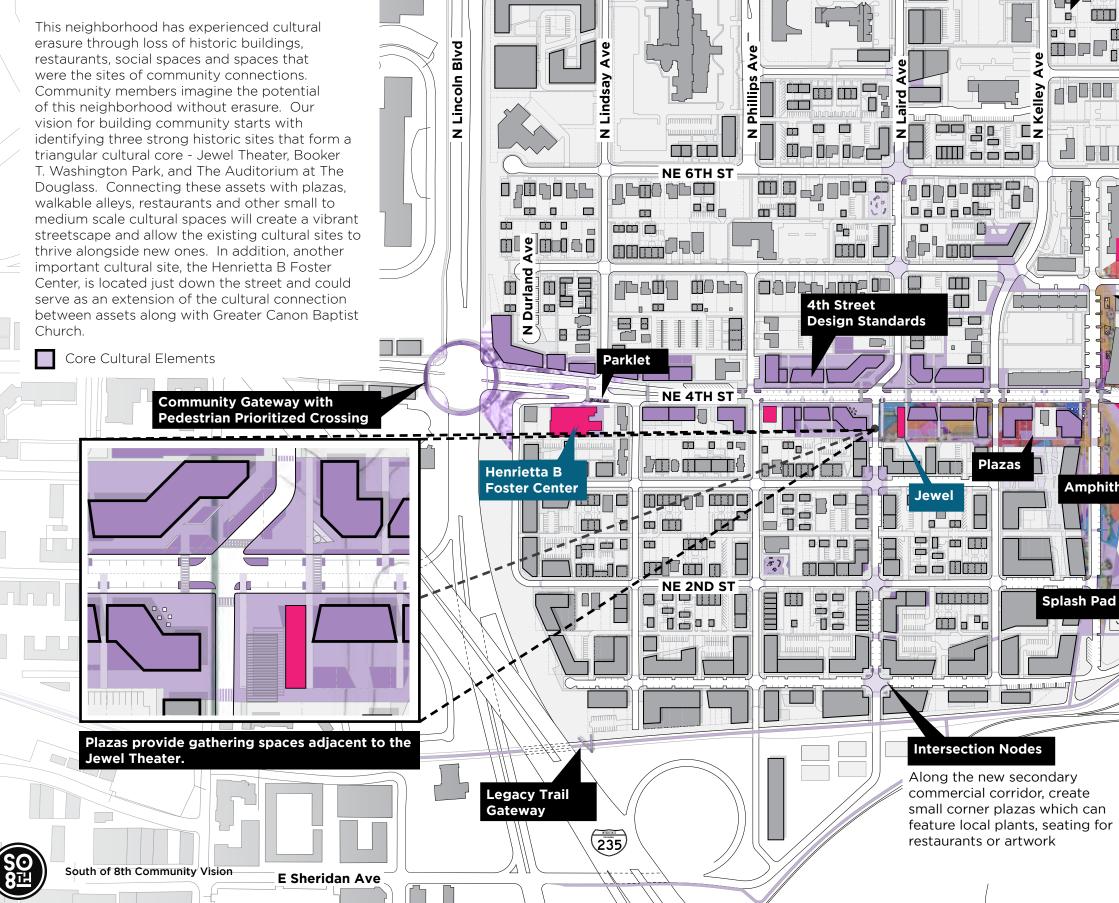




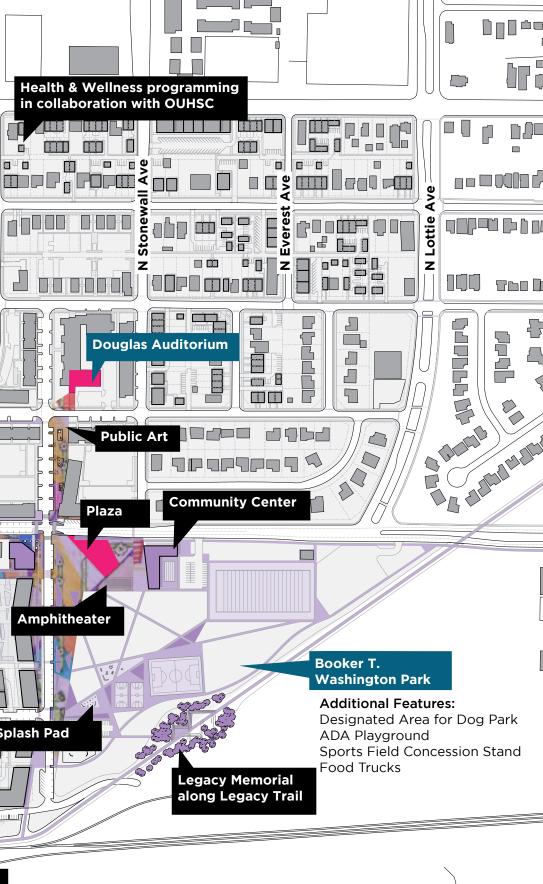
Historically, 4th Street was a commercial corridor that supported a thriving community with Black-owned businesses. This street was a lifeline not only for the residents who depended on it but also for the entrepreneurs who served the community through their interactions. As this corridor is developed, there is an opportunity to restore an architectural style that preserves the history of the area on the main thoroughfare of the community. The community strongly desires these standards to be implemented to protect the

### **BLACK CULTURE** \*Proposed Conceptual Plan

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**NE 8TH ST** 



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# **Ownership &** Agency

Ownership and agency are critical components to restoring power, justice, wealth, and opportunity in the focus area. Home and businessownership opportunities have been disrupted and, in some cases, have been completely stripped away historically due to past harms related to urban renewal. These harms have created inequitable conditions of displacement, vacancy, concentrations of poverty, and aggressive speculation over the years.

Ownership ranges from the possession of physical spaces to process and implementation. Creating space for residents and community members to access these lost opportunities through the redevelopment of the focus area is imperative.





## Ownership

Land, building, or unit ownership is the ability to possess residential or commercial property. Property ownership is critical, specifically as it relates to building generational wealth, as it creates an asset that can be passed down and that often increases in value over time. The So8th area was the site of a vibrant Black economy and culture that peaked during the 1920's through the 1950's. Black residents owned property and businesses and designed the ecosystem of relationships between these assets. Black residents were the primary community developers in the focus area and made contributions that resulted in the creation of physical cultural assets, public spaces, businesses, and more. This vibrant urban environment was dependent on the several property owners shaping it.

The loss of Black property ownership from the 1950's to the present day, in a community that is close to the Oklahoma City urban core and many other city assets, has resulted in the significant loss of Black wealth building and ownership opportunities for this community. Throughout the project, the community voiced the desire to support multiple different community-based individuals in having access to ownership and redevelopment opportunities in the focus area in order to repair these economic injustices while bringing back the vibrancy, diversity, and power that once existed over these spaces.

Ownership is not limited to the possession of physical assets but also results in having agency and power in the city planning process. For example, notices for land use variances and other city notices are sent to property owners - not unit tenants. This lack of ownership over physical property has created barriers not only for wealth building but also power in the planning processes that directly impact these neighborhoods.

#### Having the agency to support assets, make decisions, and materialize ideas

is an important part of addressing the ownership inequities in the focus area. In addition, public policy, from urban planning to social services, is often rooted in how policymakers perceive the identity of a place. The lack of visibility, ownership, and decision-making power in the focus area has historically disadvantaged these neighborhoods while leaving them under-resourced. Tools for communication and information collection, such as community-led storytelling, cognitive mapping, and more, are essential to empowering residents and supporting agencies.

Agency, empowerment, and inclusivity work together to create a system where individuals and groups can express and realize their history, goals, ideas, and aspirations. Inclusive redevelopment approaches by OCURA create an opportunity for community members to participate and have ownership over processes and properties.

### What We Learned

Land Heritage The land in the So8th area was dominantly owned by Black community members. During the 1960's and following decades, land was acquired by OCURA - forever changing the ownership landscape. A significant amount of land not owned by OCURA was bought by individuals external to the community at a low price after Black residents were displaced.

#### **University Medical Center Urban Renewal Program**

- Χ To be Demolished
- S Standard-As Is
- R Substandard-Heavy Rehab.
- Standard-Light Rehab.

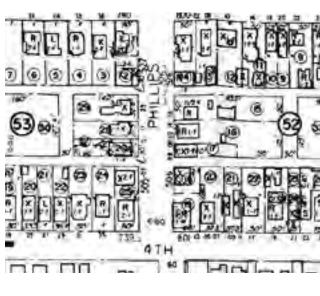
**Types of Land Ownership**. Through the research and community engagement, Open Design identified that many So8th residents and community members are much more interested in owning residential and commercial units on unique land parcels, as opposed to units in a condominium building. Additionally, discussions were had on how condominium buildings help create density which is required to support the commercial desires of the area. Therefore, this section explores various ways of achieving unit density alongside land ownership.

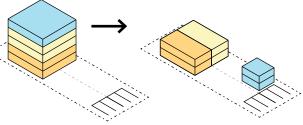
Many of the community members who participated in the project value lower-density residential housing with yards for ownership. Many are comfortable with single-family housing, accessory dwelling units, duplexes, triplexes, guads, and even six-unit apartments or town homes. Larger buildings can be less expensive per square foot to build. Therefore, some higher-density areas or larger buildings are represented on the master plan to balance affordability with the desired massing, and are located around the perimeter of the focus area to avoid disrupting neighborhood character. Affordability for residential unit ownership and rental was also highly desired by the community. More people were interested in homeownership over home rental.

**Ownership & Agency** in the Planning and Design process. Residents and community members strongly expressed the need for continued community engagement and additional ways they could have agency in the design and planning processes.

Black residents and community members are asking for justice to be restored by having ownership access to the OCURA-owned land and the relative processes so that harm can be repaired. It's important to acknowledge that for these opportunities to be fully realized,









### What We Heard

From the first engagement event the community, articulated that some of the top priorities for the future of the focus area are ownership and agency for residents and community members. Engagement data represented a strong desire for home and business ownership to be restored that was once prevalent in the Black community. These desires were connected to the goals of creating permanency and generational wealth that community members were once able to access. Ownership was intrinsic to the desire for Black representation in locally-owned businesses, inclusion in future development, and the resulting opportunities. Each quote is listed under the category it influenced.

### **Rent vs Own Typologies & Affordability**

• • • • • • • •	"Economical housing - NOT for OU students!!"
Open Event	"Property ownership and keeping property"
11/13/21	"Senior housing with garages, not for OU"
•	"More affordable houses"

### **Collective Economy**

Open Event 11/13/21	"Black business District and equitable space for future generations"
•	<i>"[I would like to see] Black owned businesses that I seek out to support: Family Affair, Culture Coffee, The Market, Carican, Florence's"</i>
Open Event 11/13/21	"Black businesses on NE 4th, walking in to see Black owners when I was a little girl. Seeing the possibility then and being amazed that my mother knew a Black person who owned a business."

### Agency



Partnership with empowerment and accountability amongst the city, OCURA, and independent bodies during all aspects of the process...

> - Tactical Committee/ NEOKC Community Member response from April 30th tactical session



"More modern amenities, more black owned businesses." "Community to benefit (economically) from new

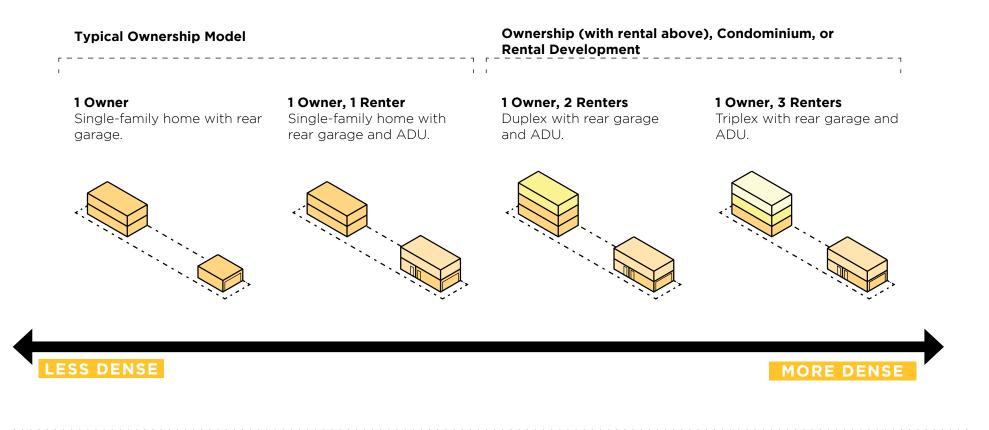
"Members of the community having equity stake in development and the opportunity to financially benefit as

"Awareness happens when we come together"

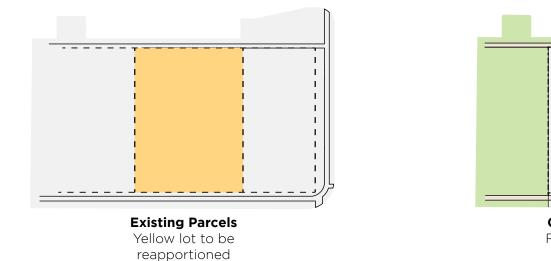
"[In the future] Neighborhood associations are leading the charge in terms of beautification and speaking up regarding what's good for the community. Active involvement from all community members and development that elevates

"Include minority contractors and service providers in the

## **Rent vs Own Typologies**



Example of a Cottage-court Layout



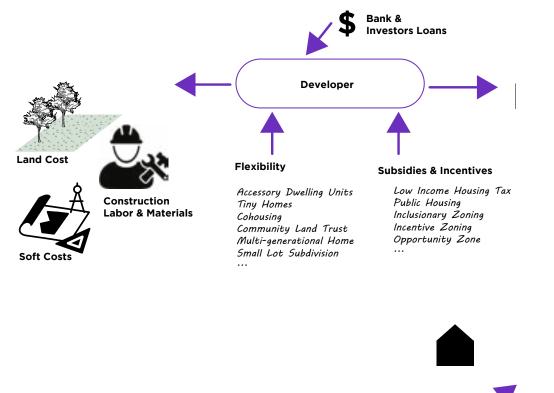
Cottage-court Parcels Reapportioned existing yellow lot

### Lot Sizes to Support Commercial & Residential Ownership

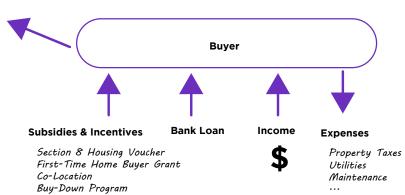
OCURA is positioned to strengthen opportunities for residential and commercial ownership through releasing smaller lots that are more affordable and allow for greater unit density in the focus area. Restoring the density that once existed in the community is critical to creating an environment where people can move back and where businesses and amenities can return to serve the area once again. Additionally, increasing density can create property ownership and wealth-building opportunities for community members. The diagram below illustrates options that could exist on a 25' wide parcel (subdivided from the typical existing 50' parcel) and within the context of a single-family home. The higherdensity options below propose that the owner can live in one unit while renting out the additional units, thus providing rental options for residents while creating revenue streams to build wealth in So8th households.

## Affordability

#### The Affordability Equation



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#### Anti-displacement

Affordability is a complex issue influenced by zoning regulations, rising costs of land and construction, materials supply chain, underwriting, interest rates, and even perceptions and stigma around protecting housing investments. The majority of American cities don't have enough affordable housing options, so what little is available increases in value as the market demands.

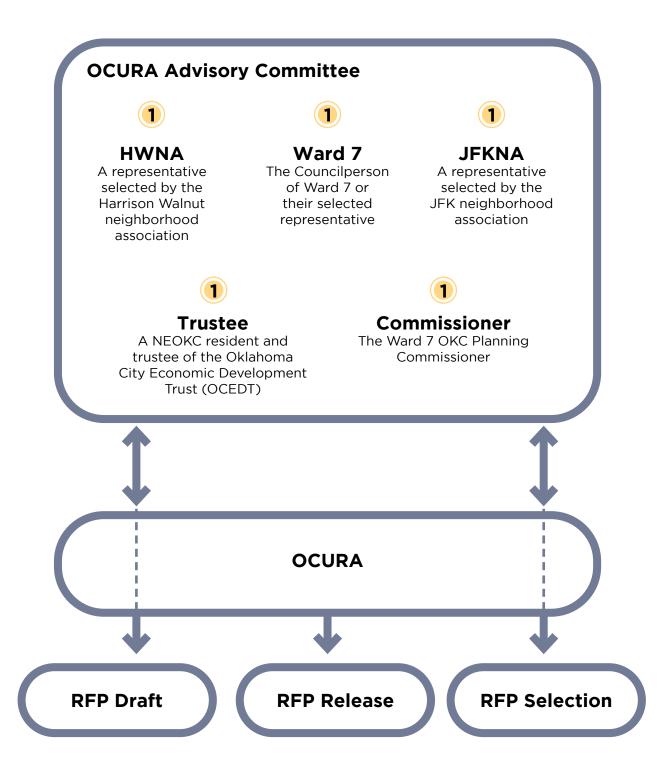
**Subsidized Housing** The U.S. Department of Housing and Urban Development (HUD) provides incentives to developers and assistance to home buyers and renters to support affordable housing. Affordable Housing is generally defined as housing that can be obtained on 30% or less of a household's income. A household is considered low-income if it makes less than 80% of the Area Median Income (AMI); therefore, "affordable housing" costs less than 24% of the AMI. Federal, state, and local governments provide a variety of programs to address housing affordability for low and moderate-income residents, such as public housing, Low-Income Housing Tax Credits (LIHTC), and rental assistance such as the Section 8 Housing Choice Voucher Program (HCPV).

Increase housing supply increases the number of dwelling units in an area, reduces demand, and may bring housing prices down.

**Construction efficiency** increasing the building size and having many units in one building brings construction costs down. The cost savings is often reflected in the rent or sale price of the units. Although large multi-family developments may provide a level of affordability, the community did not support this building type as there is similar development already in the area.



## Agency



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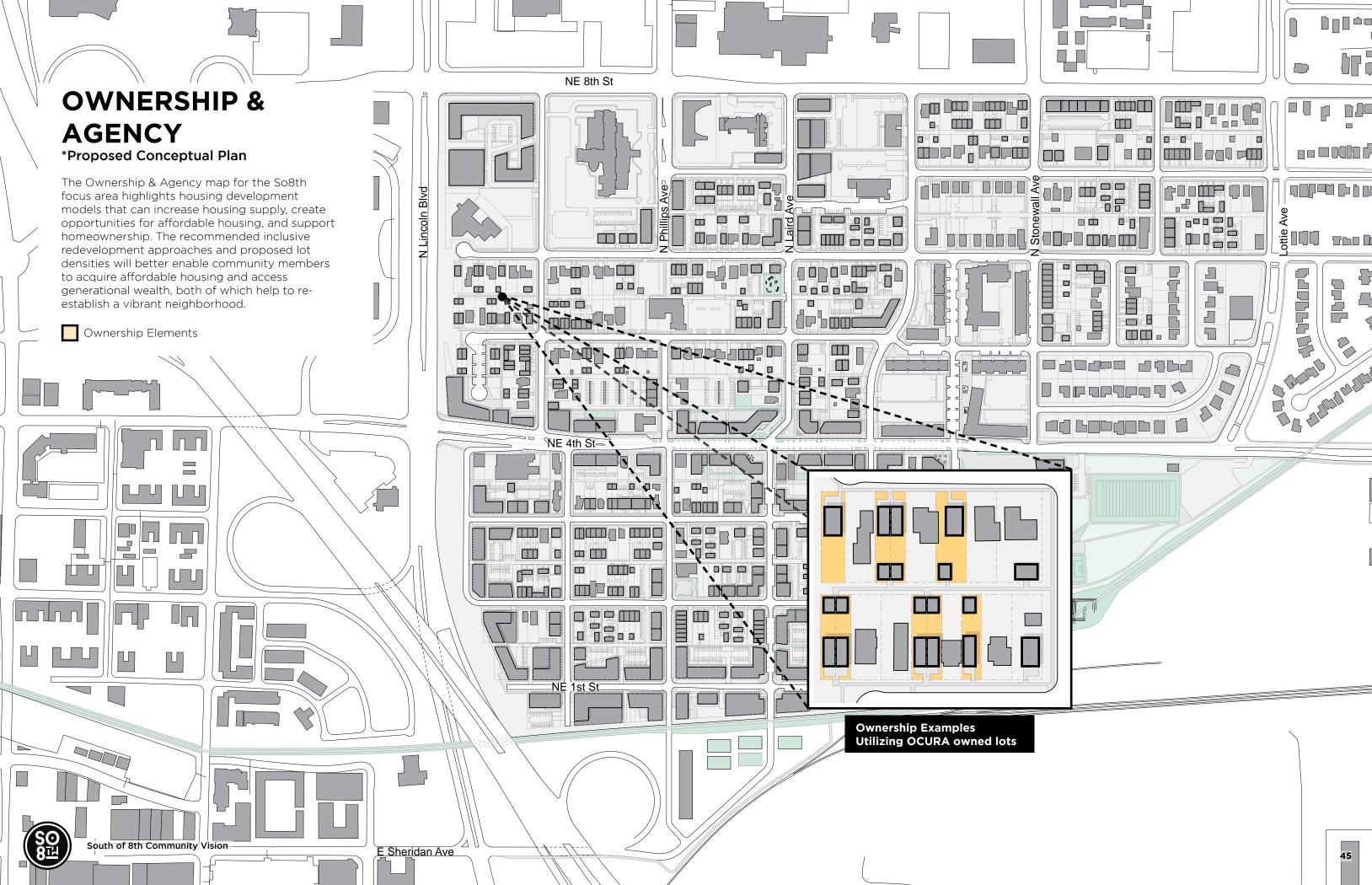
#### **Inclusive Processes**

A key component to promoting community empowerment and ensuring that its voices are centered in policies and development that impact their neighborhoods, processes need to be inclusive and allow residents opportunities to participate and advocate for themselves. This can be done through various types of committees, engagement, and agreements.

Toolkit 44

**#** Number of people per category

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# Land Use Density Massing

Land use, massing, and density are all critical urban design elements that shape the look and feel of the neighborhood. These characteristics influence how we use urban space and engage with each other and range from defining the activities within the buildings to the number of stories and height of the building.

It's important to the community that these decisions are not only directed by market demands but also by the history of the focus area and what will help protect residents from patterns of displacement, loss, and erasure.



OPEN DESIGN South of 8th Community Vision



# Land Use, Density, and Massing

The So8th project included evaluating the community's desires around the neighborhood attributes of density, building massing, building typologies, and land use distribution. These characteristics and their relationship to each other and other necessary infrastructure determine the neighborhood's look, feel, and form.

Land use and building use are the activities that happen on the land or in the building-for example, a community garden or park and residential or commercial.

**Density** is used in this document to describe the number of units per acre. Units could be residential, commercial, or other. For example, a single-family house is one unit, while a duplex is two units. Refer to the Appendix for more information on unit density.

**Massing** refers to the building size, a function of the width and depth of the floor plate, and the number of stories or building height.

Lastly, **building typology** is the combination of building use, massing, and the shape or organization of the building. For example, the cottage court building typology has a residential building use and a building shape in which multiple small houses are distributed on a property.

#### 1967 Density & Massing in the So8th area



## What We Learned

Participants identified the need to have many types of development in the area that could support the community and respond to the various So8th neighbors and edge conditions.

The NE 4th St. commercial corridor is a historic commercial strip running east/west through the So8th area. The community desires to re-establish it as a commercial corridor. The City also supports this desire. This street offers a prime opportunity to give the neighborhood identity and realize community goals. The design characteristics shared by the community included:

- members who participated desiring an average of 3 story buildings
- Building use on the ground floor to be commercial
- Additional floors to have commercial or residential

**NE 8th Street**, the edge between the University of Oklahoma Health Sciences Center (OUHSC) and So8th, was identified as a transitional zone<sup>1</sup>. This area currently houses institutional, residential and hospitality uses that are centered around OUHSC, which many community members feel excludes the surrounding neighborhoods. The corner of Lincoln Blvd. and 8th St. was seen as the front door to the Innovation District. Land uses south of NE 8th Street were desired to be primarily community focused, while north of 8th street was perceived as part of OUHSC and the Innovation District. This is despite the inclusion of So8th within the Innovation District Strategic Development Plan boundaries. Refer Appendix I: History.

The General Urban Corridor, yet to be established, would be a secondary commercial corridor that runs north and south and is desired to connect urban activity from the west side of the highway to the So8th focus area and from OUHSC to So8th. Potential locations are along N Phillips Ave. or N Laird Ave. This corridor would not only provide a secondary commercial corridor for smaller-scale, neighborhood-centric, and mixed activities but could also act as a buffer between large-scale, intense development such as Page Woodson and act as a way of inviting foot traffic from the district activity to the north.

- 1-4 Stories
- Majority of building use on the ground floor to be commercial

**General Urban Intense**, south of 4th Street in areas where larger buildings might be best located. Larger buildings could accommodate larger office spaces or larger apartment buildings. Such buildings would also provide a buffer between the highway and the So8th neighborhood areas.

## • 1-5 stories, with approximately 50% of residents and community



## What We Learned

**General Urban** as the majority of land use in So8th. Primarily residential zone with a mix of housing typologies ranging from single-family with accessory dwellings to quadplexes. Some small-scale commercial at corners and throughout are mixed-in. This land use, building use, and massing are similar to the historic neighborhood. Important land uses included affordable home ownership, aging-in-place housing, and green space either on individual lots or shared.

#### Open Engagement Session Feedback:

Building Height: 52% 2 story average | 48% 3 story avg. Building Width: 52% small | 48% medium Density: 52% low | 34% medium | 17% high

Tactical Committee Feedback:

Building Height: 92% 3 story average | 8% up to 6 stories

Density: 42% low | 50% medium | 8% high See **Appendix 4 Building Massing for all feedback** 

**Neighborhood,** an area that is mostly low density and the building use is only residential. This type of area was desired by some community members.

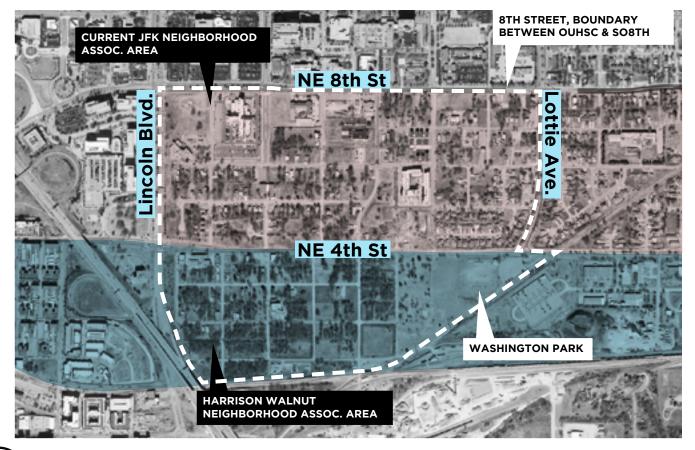


### Recommendations

Community members desire to see a variety of unit densities and massing in different areas. Various building types and densities allow the master plan to accommodate different lifestyles, businesses, and cultural spaces. Therefore, the resulting master plan shows a mix of building heights and densities based roughly on the proportions that people desired. For example, if 80% of people said they wanted to see an average of 3-story buildings and 20% of people said they wanted to see 5 or 6-story buildings, Open Design presented 80% of the land with an average of 3-story buildings and 20% of the land with 5 or 6-story buildings in order to represent the variety of desires from community members for the focus area.

Participants also emphasized a desire to have commercial spaces and amenities returned to the community. The unit density recommendations balance the desire for certain housing typologies with the unit density required to support retail and amenities.

The findings support a density of 16-30 dwelling units/acre in the General Urban zones (see page 88). To allow even greater flexibility on OCURA-owned property, Open Design identified a scenario where the density could be lower. Please see **Appendix 5 Units Per Acre "Scenario"** for the lowest density recommended on OCURA property.

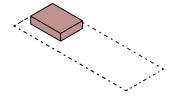






# Unit Density

The typical existing parcel with one singlefamily home generates 6.2 units per acre.



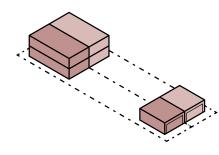
Note: Open Design acknowledges that the current zoning in the area may not support the proposed density. However, the adopted Innovation District Land Use Plan (IDLUP) (see Appendix) does. The adopted IDLUP will inform the zoning code updates.

**16 DWELLING UNITS PER ACRE IS THE GENERAL THRESHOLD TO SUPPORT SMALL,** LOCALLY-SERVING COMMERCIAL AND SERVICE AMENITIES. (FROM MISSING MIDDLE HOUSING)

Low density = less than 16 units per acre

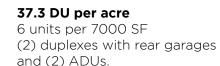
Medium density = 16 to 50 units per acre

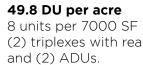
12.4 DU per acre 2 units per 7000 SF (2) single-family homes with rear garages.

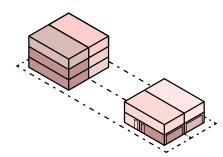


18.6 DU per acre 3 units per 7000 SF (2) single-family homes with rear garages and (1) ADU.

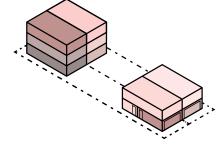
24.9 DU per acre 4 units per 7000 SF (2) single-family homes with rear garages and (2) ADUs.







(2) triplexes with rear garages





#### Zoning to Allow for Greater **Density in Designated Areas**

The typical parcel in So8th is 50' wide by 140' to 150' in depth. One single-family home located on this size parcel generates a density of 6.2 dwelling units per acre. Open Design identified 16 units per acre as the minimum density required to support small-scale retail amenities as desired by the community. This density creates neighborhood conditions where residents can live in a full community with retail, jobs, culture, and social gatherings.

When the typical parcel is subdivided into two 25' width parcels, the density becomes much closer to the targeted minimum density of 16 units per acre. By adding ADUs, duplexes, and triplexes, a maximum level of medium density can be achieved that can still exist within the envelope of the single-family home.

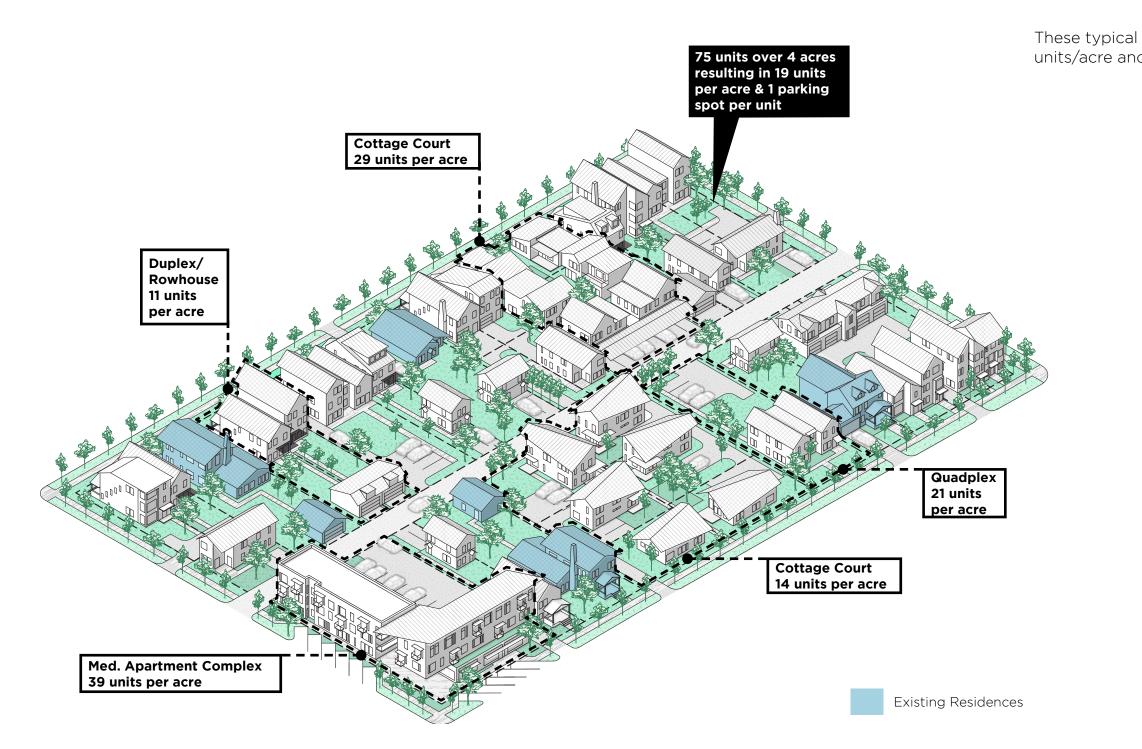
> High density = more than 50 units per acre



Toolkit 49

# **Block Density**

#### Achieve Density with Small Scale Buildings



OPEN DESIGN South of 8th Community Vision

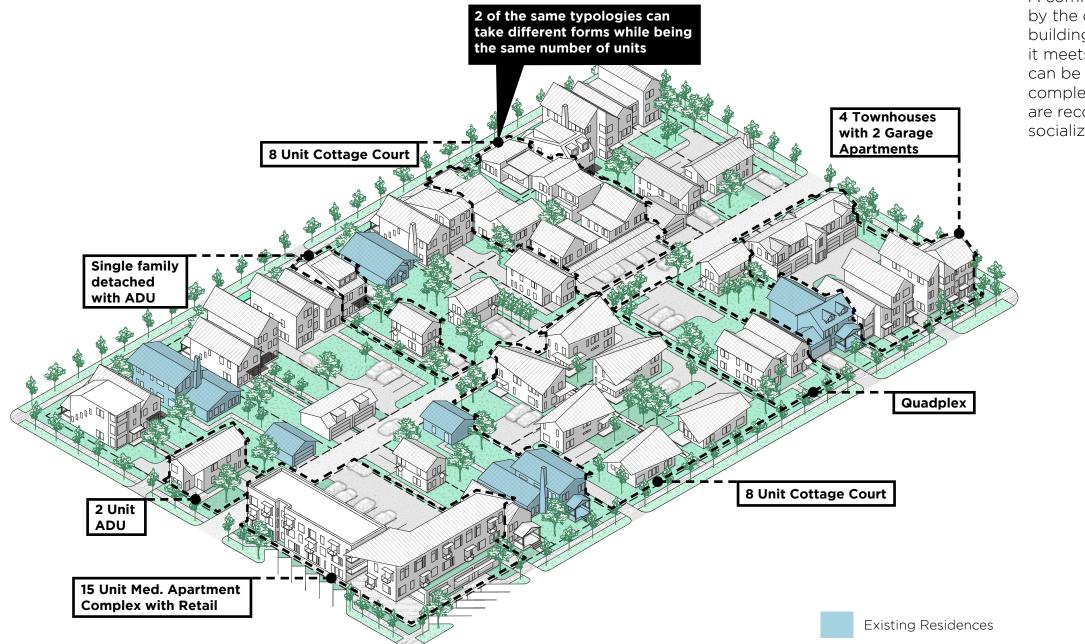
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These typical block renderings illustrate a density of 19 dwelling units/acre and 1 parking space for each dwelling.



# Building Typologies

OPEN DESIGN South of 8th Community Vision



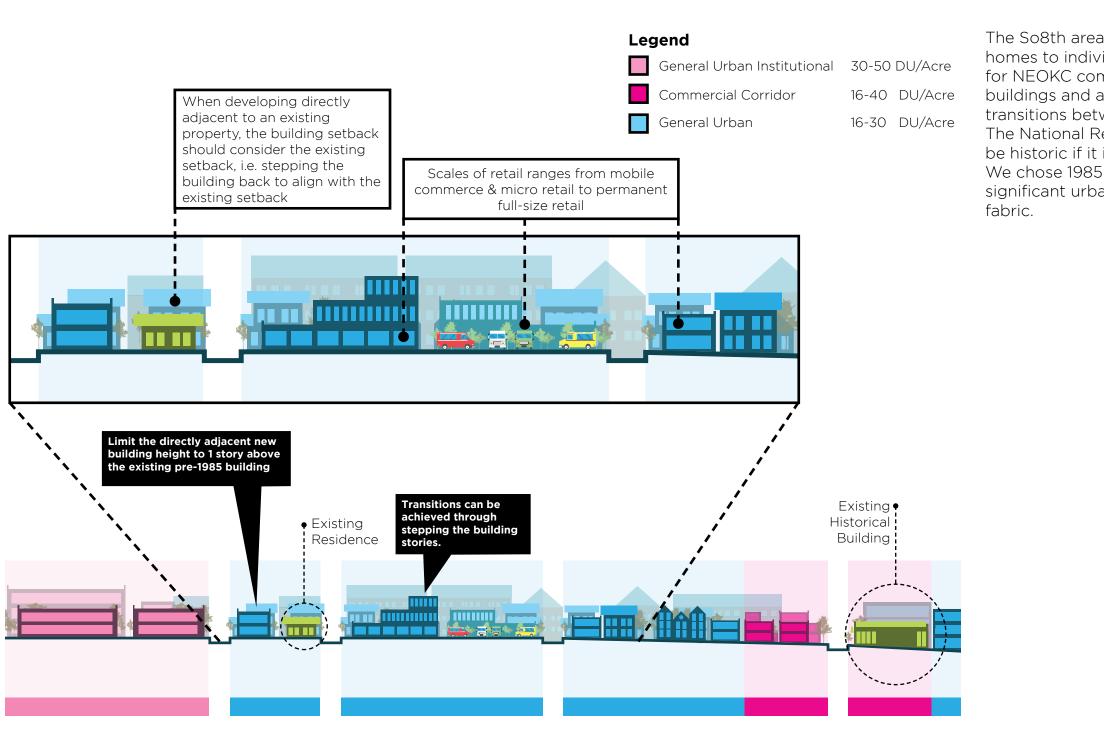
# Elements that Activate the Street and Community

A comfortable and intimate neighborhood feeling, which is desired by the community for the So8th focus area, can be created by building the appropriate building scale and carefully designing how it meets the street. For example, duplexes and even quadplexes can be built at the same size as a single-family home and housing complexes can be broken up into smaller buildings. Buildings are recommended to have porches to encourage community socializing and create active streetscapes.

Toolkit

51

# Scale and Transitions



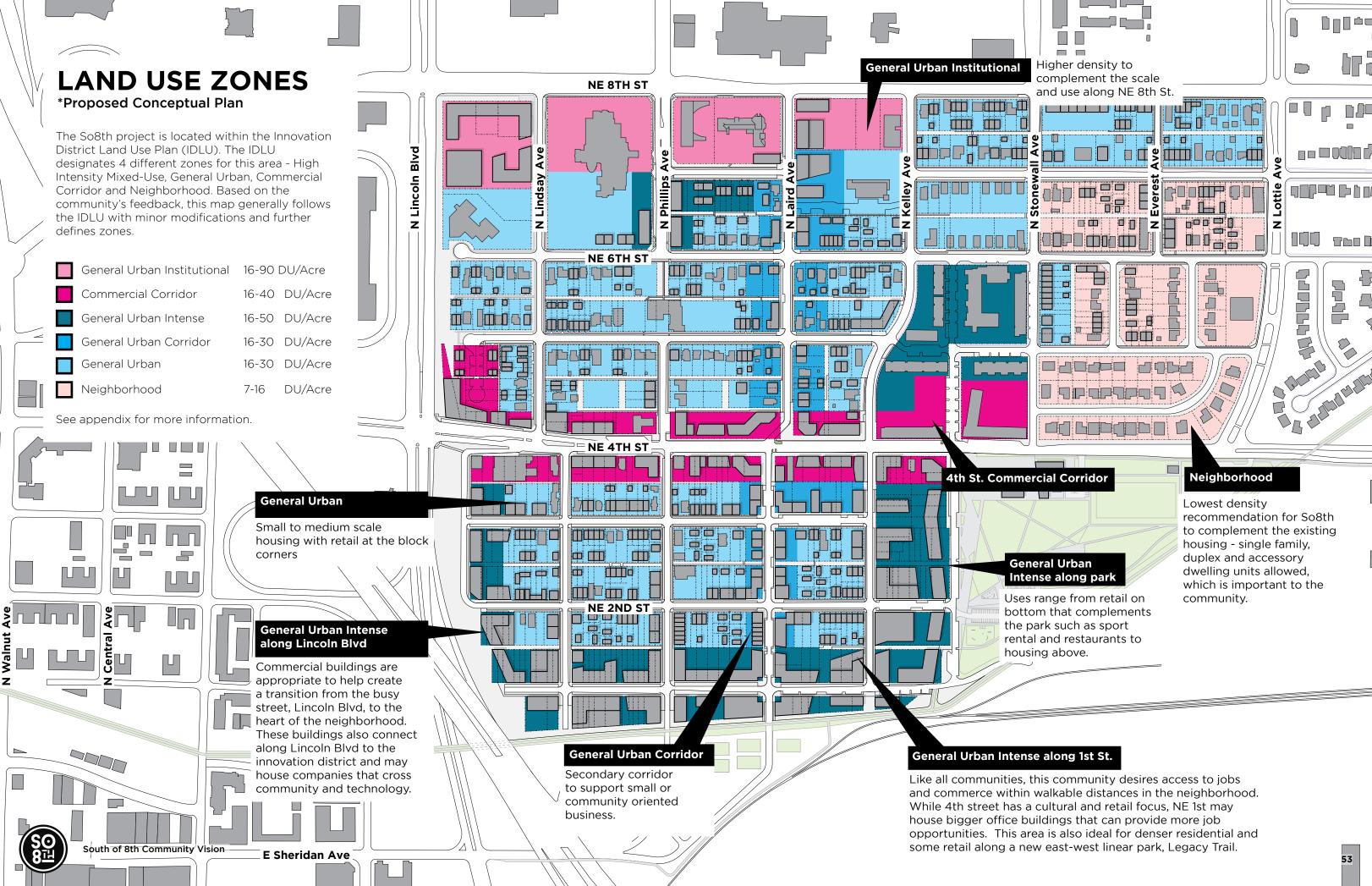
#### **Consider Neighbors**

OPEN DESIGN South of 8th Community Vision

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The So8th area has historic and established buildings that are homes to individuals, family spaces, or cultural connection points for NEOKC community members. To respect these existing buildings and allow new development, we recommend sensitive transitions between new buildings and those built before 1985. The National Register of Historic Places considers a building to be historic if it is 50 years old. In this case, that would be 1972. We chose 1985 because this is the approximate end date of the significant urban renewal projects that affected the area's historic

Toolkit 52



# Connectivity

The focus area has struggled with social and spatial isolation, as well as accessibility barriers dating back to the era of segregation. Through systemic harms inflicted through racist real estate practices, urban renewal, and the construction of the highway, this community is still experiencing the impacts of those injustices in the present day.

As such, the current physical conditions when entering the So8th area do not welcome you in or invite you to stay long, nor does it give you an experience that is recognizable like in other cultural districts in Oklahoma City. This is not due to a lack of culture but a lack of visibility and investment in how the culture can be amplified through these neighborhood elements.

Connectivity was a key priority that residents and community members highlighted to explore how the reconnection of assets, spaces, and opportunities could be restored both internally and externally. With a focus beyond how people travel, this process explored how meaningful interactions can take place that activates these connections.

The experience of the So8th area, from entering to exiting, is important for community members to cultivate in a way that speaks to the cultural identity of the focus area.





54

# Connectivity

Connectivity to jobs, housing, recreation, and experiences, both internally and externally to the neighborhood, is critical to the quality of life in the focus area. Connectivity includes everything from walkable sidewalks and bike paths to rapid transit and also the experiences that people have through those connections. It's important to acknowledge that connective infrastructure, particularly in underresourced neighborhoods, should be multi-functional and equally focused on creating performative pathways where people can also experience the joys of neighborhood activities. This project focused mainly on street connectivity within the So8th area and to neighboring areas; however, it's equally important that public transportation also be closely studied as part of a separate project.

The So8th area has suffered over the years from a series of projects that isolated the area. These projects include the construction of Lincoln Blvd., the construction of I-235, and the widening of Lottie Ave. Local, state, and federal governments are working to address this isolation. Some of these projects include the following:

Oklahoma City, through MAPS 4, is working on a Neighborhood Connectivity Plan and is beginning to evaluate high-capacity transit. EMBARK is also working on a study to revise service, which could affect the So8th area. Additionally, the city has the Central Oklahoma Bicycle Network proposed bicycle facilities.

The federal government has acknowledged that some of the most discriminatory urban practices have been activated through the building of federal highways. To begin addressing this issue, the federal infrastructure bill (Infrastructure Investment and Jobs Act passed on November 5th, 2021) will allocate \$1 billion for highway capping and removal. This is only a fraction of the funding that was initially proposed and is needed to address the scars of the highway system throughout the country. The Reconnecting Communities and Neighborhoods Grant Program is an opportunity to provide resources for connectivity.

## What We Learned

Residents and community members desire more intentional connections within the So8th neighborhood and between adjacent neighborhoods. Participants expressed a desire for more crosswalks, pedestrian and bike-friendly streets, and active and engaging streetscapes that create opportunities to connect with other community members.

Participants were concerned about physical barriers and inactive streetscapes at multiple locations, which include the following major points:

#### N Lottie Ave.

- defined crosswalks
- cars cannot drive east/west

#### NE 8th St.

along 4th.

#### N Lincoln Ave. & I-235

- between the east and west sides of the city
- sides of the city
- to better connect the east and west sides of the City

#### 4th Street

•



• Difficult to cross on foot because the road is wide and there aren't well

• Foot traffic is low because the road does not have an engaging streetscape and buildings do not engage Lottie Ave. the University of Oklahoma Health Sciences Center (OUHSC) has a large amount of surface parking lots that face the west side of Lottie Ave. between 8th St. and 13th St. The parking lots create a barrier between residents and the OUHSC communities

By car, there are several locations on the eastern boundary of So8th where

• Land use along and near this street are OUHSC oriented. The community accepts that this area is institutional but would like building uses to address community needs and have streetscapes and building frontages that engage the neighborhood. Currently, buildings are set back from the street with large parking lots along the streets. This design does not support community activity or foot traffic from the north (i.e. the Innovation District and OUHSC) to come south to go to potential restaurants and retail that will one day be

• The width of N Lincoln Ave. makes it very difficult to cross, creating a barrier

• I-235 is a physical and visual barrier. The only seeming safe way to cross is through a small underpass, creating a barrier between the east and west

• Together, N. Lincoln Ave. & I-235 require a focused study to understand how

4th St is not pedestrian friendly and cars travel too fast



# What We Heard

The recommendations for connectivity in the So8th focus area are a response to the feedback received at each engagement event. They show the myriad of desires participants expressed about connection and, essentially, reconnection. The following quotes are a sample of statements shared with Open Design about desires to establish connections through streetscaping and public spaces, various modes of transportation, and opportunities within NEOKC. These connections also included a desire to re-establish disconnected neighborhoods and lost spatial connections. Each quote is listed under the category it influenced.

#### **User-Oriented Streets**

	Open Event 11/13/21	[In response to what would you like to see] "Useful infrastructure" [In response to what would you like to see] "Crosswalk from north side of 4th to south side"
•	• • • • • • •	"Eastpoint - a place for community to come together."
•	Open Event 4/16/22	"Have an open streets event on 4th ASAP, start engaging the community and the city in the idea that 4th is the 'main street of the area, maybe put up temporary structures around the Jewel for pop-ups so people see the vision is feasible"

#### **Multi-modal Commercial Corridor**

	city is centered on automobile transportation and not a lot ople have access to cars and Embark is inadequate."
3/5/22 focus here	he future], the transportation system and the So8th area as a whole are thriving because there's something that people want to see, experience sidewalks to walk, trails, bike paths. Accessibility for people of all ages and "

#### **Northeast Connections**

	"Douglass [Park]/Pi different sections of
	"NEOKC used to be
• •	"A bike trail could co
Open Event	"Riding bikes to visit Northeast side"
4/16/22	"[I want to see] Mar to grow in STEM - h careers."
	"Bring career oppor that were once here employment in orde
•	housing and possibl

*"It's important to connect to neighbors and friends to bring you close to one another."* 

- NEOKC Community Member response from April 16th open event



Pitt Center created friendships from of northeast side."

e a tight community." connect the neighborhoods." it families in different sections of

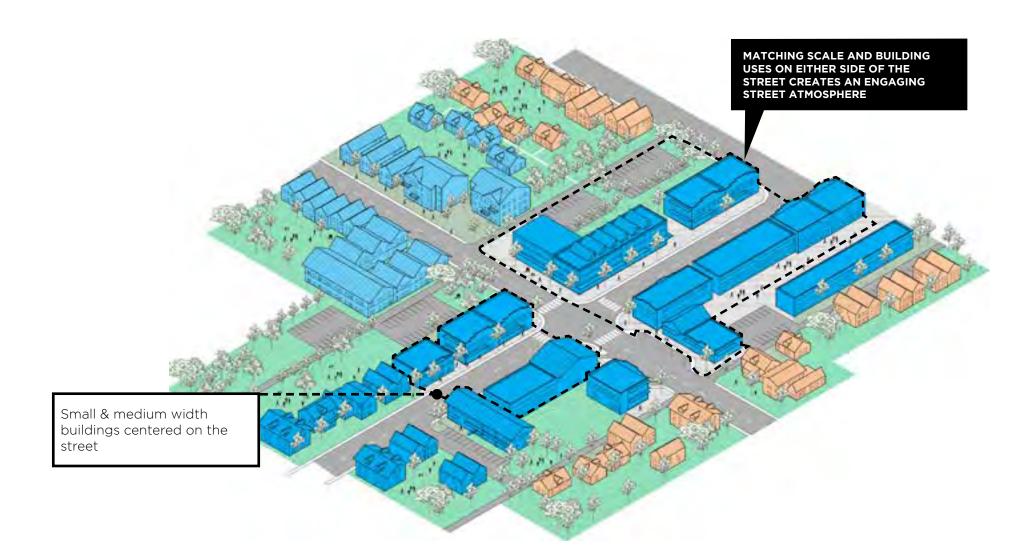
ny opportunities for young Blacks have advance degrees and thriving

rtunities in high demand industries e before. Creating gainful er for people to be able to afford ble homeownership "



# **User-Oriented Streets**

#### **User-Oriented Street Development**



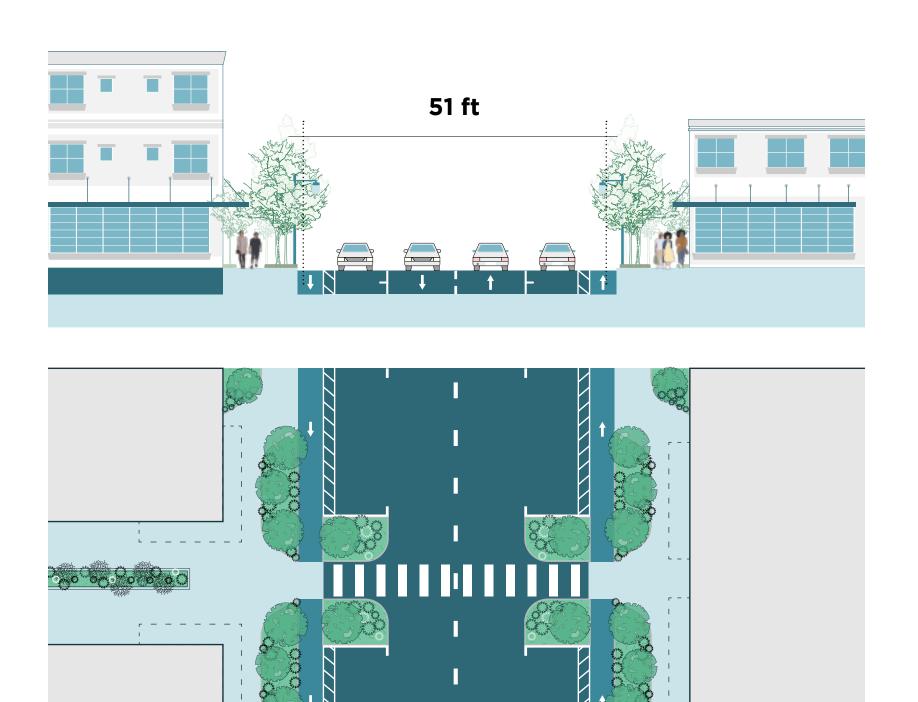
#### **Consider Your Neighbors**

Streets and public spaces are the critical connection between social, cultural, and economic activity within an urban neighborhood. Building shape, building use, and land use play critical roles in creating active streets. Developers often purchase property on the same block and may focus development internally on the block instead of centering street activity. This can result in disjointed or uninteresting streetscapes. These recommendations center the street as a critical part of community building.

Toolkit 57



# **Multi-modal Commercial Corridor**



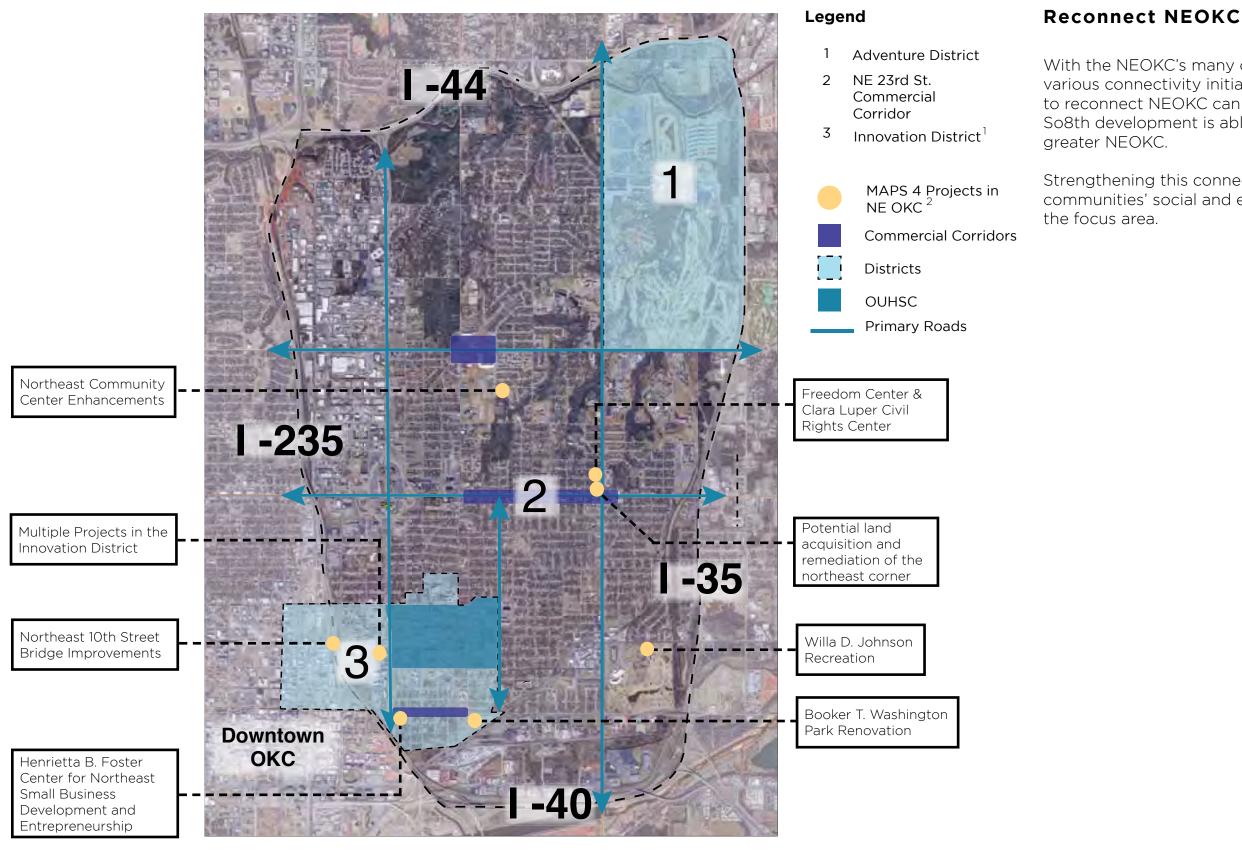
Creating a balance between cars and prioritizing pedestrians is a core value of a thriving neighborhood that adds to the experience of a place. By providing a balance, it allows people to interact and connect with each other in meaningful ways.



#### A Walkable & Bikable Community



# **Northeast Connections**

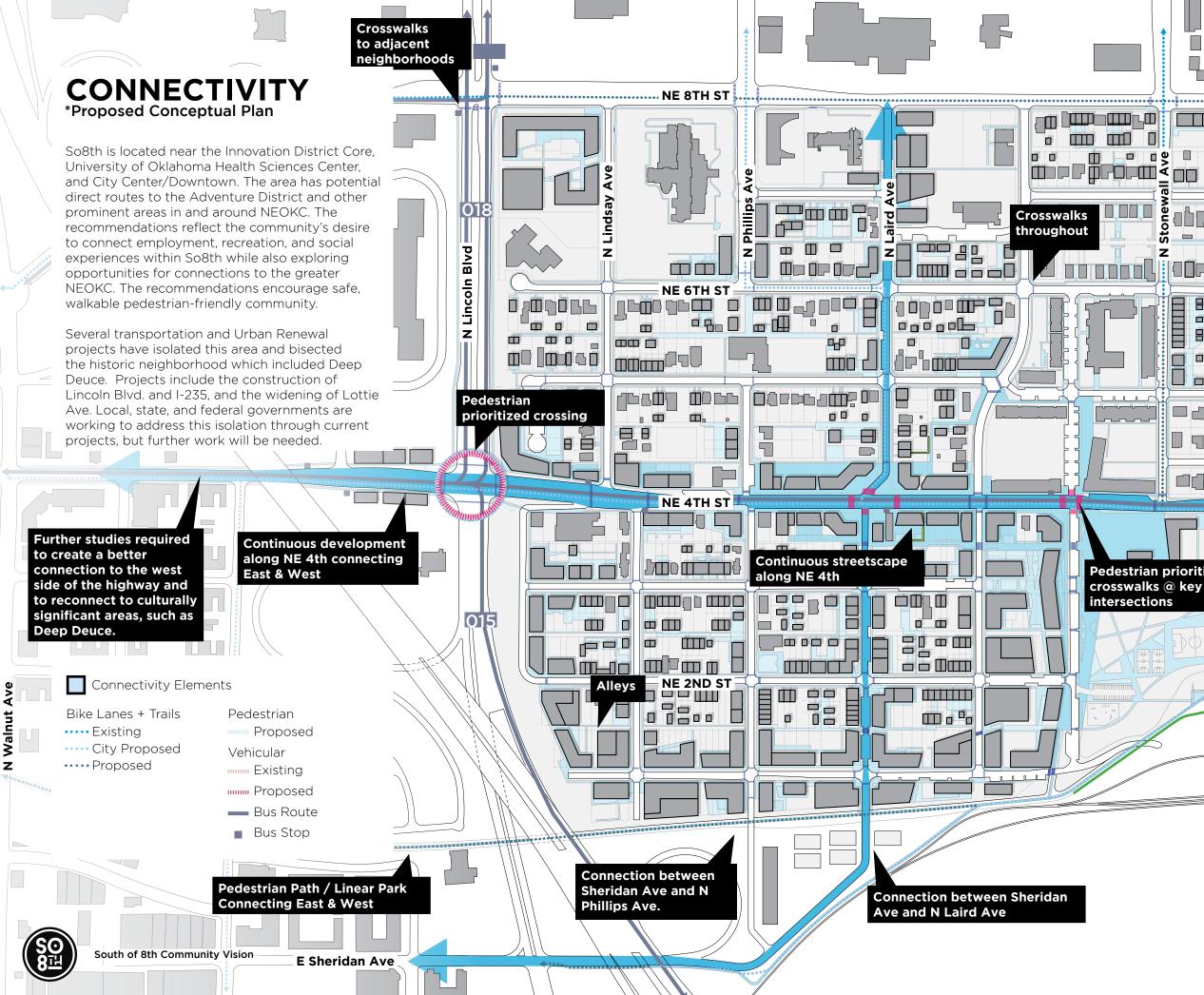




With the NEOKC's many community assets, in addition to the various connectivity initiatives through MAPS 4, the opportunities to reconnect NEOKC can be strengthened by ensuring that future So8th development is able to maintain its cultural link to the

Strengthening this connectivity is critical to supporting the existing communities' social and economic needs and their historical ties to





Pedestrian prioritize crosswalks @ key

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Streetscape

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N Lottie Ave

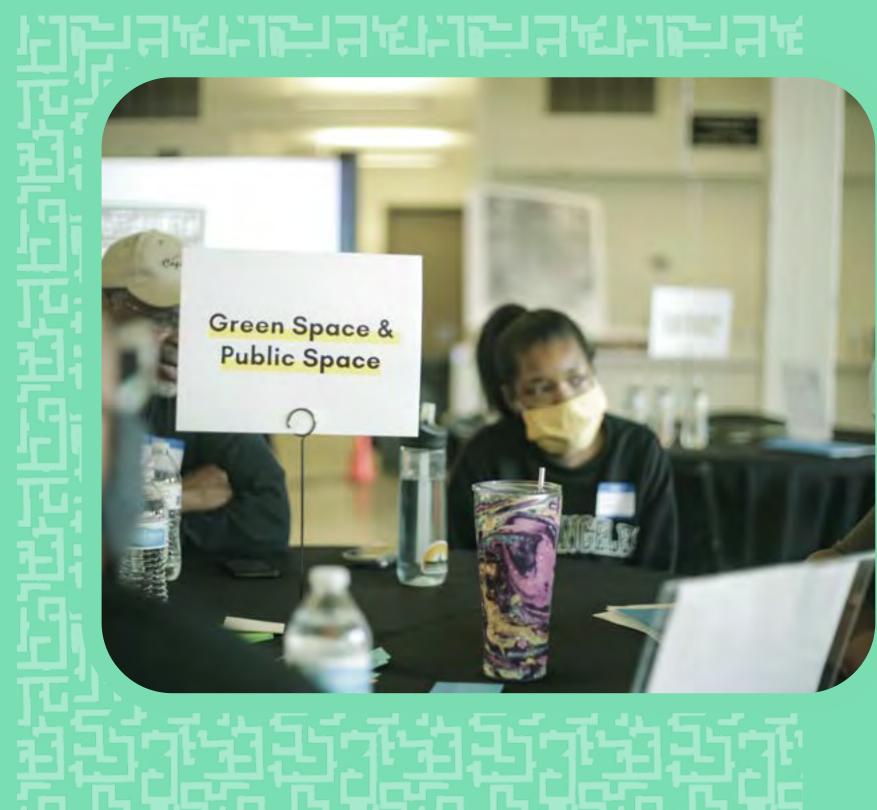
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#### Pedestrian Path / Linear Park Connecting East, West, Neighborhoods. & Adventure District

Potential for Katy Rail line to transform into a linear park with pedestrian walkways, green spaces, bike paths and even rail (through a partnership with the Oklahoma Railroad Museum). Connections could be made from the east to west sides of the city, to neighborhoods and to commercial and entertainment. Coordination between The Central **Oklahoma Transportation Parking** Authority & Union Pacific Railroad would be required to realize the linear park.

# Ecology

Ecology encompasses the way ecosystems operate through the plants, animals, and outside forces enacted upon them and the relationship among these elements. When added to these systems, humans create another layer of decision-making that often overwrites the natural systems, leading to environmental degradation. We believe that development can be inclusive and supportive of a healthy ecological environment and that the unique cultural practices of a neighborhood can influence the creative ways in which those possibilities can happen.





# Ecology

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As individuals and families continue to move to urban areas like NEOKC, it is important to develop an urban environment that promotes a symbiotic relationship between the built environment and the natural systems in which they occur.

Greenspace in communities is more than an amenity. Contact with nature is associated with stronger, healthier communities and lower crime rates, according to studies. Nature can also improve physical and psychological health, lower blood pressure levels, reduce stress and depression, aid in healing, and more. Moreover, trees and greenspaces can mitigate the heat island effect, with mature trees providing shade that can lower utility bills and cool summer air temperatures. Trees can act as windbreaks in the winter and cut heating costs.

Our society depends on having a stable climate that supports our neighborhoods. Challenges in the natural environment have a negative impact on our ability to thrive socially, economically, and more. Protecting the natural environment in NEOKC emerged as a priority for the community.

## What We Learned

The JFK and Harrison Walnut neighborhoods have been battling environmental justice issues stemming from industrial activities in the focus area. Over the years, residents have raised awareness and have been organizing around environmental threats, such as industrial explosions that damage their homes and impact the air quality. Recently, a sound wall was built around the facility that houses the industrial explosions. However, neighborhoods are still being impacted, as reported in a recent study done by the University of Oklahoma. Recommendations from this report include a green buffer zone and vegetative sound walls to mitigate vibrations and noises from industrial activities, including explosions. A buffer zone that includes the nature trail proposed for the railroad tracks would also help to mitigate air quality issues that stem from the highways that surround the community.

#### **OU Holistic Environmental Assessment of the John F. Kennedy Neighborhood**

Recommendations from the OU Capstone project included the purchasing of air quality monitors for long-term monitoring of the air, additional water and soil sampling, and potential rezoning and redevelopment investments into NEOKC. These recommendations were based on adding "social value, aesthetic appeal, and financial growth while addressing environmental concerns." (DTE Environmental Report).

#### **Open Event 04/16 Findings**

This engagement activity built on previous engagement responses to explore the specific cultural spaces and elements that are important to the community's identity. Below are the results for the "Residential Spaces," "Public Spaces," "Park Spaces," and "Recreational Spaces" categories.

#### **Residential Spaces**

Private Backyards		Porche
	37%	

#### **Public Spaces**

Community		Community	
Gardens	26%	Pool	26

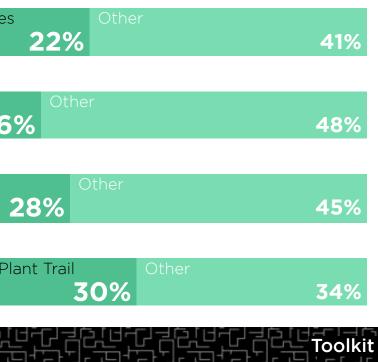
#### Park Spaces

Playgrounds		Bike Trail
	28%	

#### **Recreational Spaces**

Fitness Park/		Native Pla
Trail	36%	





## What We Heard

The ecology recommendations for the So8th focus area are a response to the feedback received at each engagement event and strategies to mitigate ecological threats in NEOKC. Considering the environmental injustices that continue to impact NEOKC residents and other ecological issues disproportionately affecting communities of color, it becomes imperative to provide access to and protection of the ecology of NEOKC.

The following quotes are a sample of statements about desires to preserve and reinvigorate greenspaces in future development. Each quote is listed under the category it influenced.

#### Ecotourism

Open Event 3/5/22	"Redevelop rail line to connect to the trail."
Open Event 4/16/22	<i>"I think a space for activity and nature is relevant for the space and will compliment Washington Park as the crown of the area. This is hopefully linking to an upgrade and beautification of Washington Park."</i>
	"Railroad tracks become trail that starts on Washington Park and wraps around community, surrounding area becomes green/public space."

#### Public Greenspaces

	<i>"The cultural park can provide a variety of community and cultural activities."</i>
Open Event 4/16/22	"My favorite memory of growing up on Northeast Second Street is Washington Park and Foster Center. We frequent in those places a lot. And Washington Park specifically Fourth Street was always where we were hanging out, playing games, bumper pool, playing basketball, having parties in the room."

#### **Neighborhood Landscapes**

Open Event	" Bring back the cor be in the park."
11/13/21	be in the park.
	<i>"We need a safe pla</i> nature."
Open Event 4/16/22	"More playgrounds neighborhoods. A b neighborhoods."
Tactical Session 4/2/22	<i>"I used to pick peac out to neighbors."</i>

#### Sustainability



# "

The public space that is important to me is Pitts Park. It has been a vital space in the community, however it has not been utilized to its potential. It sits in the middle of a neighborhood and should have more beautification, structure upgrades, and innovative programming.

> - Tactical Committee/NEOKC Community Member response from January 8th tactical session

> > Toolkit



mmunity swimming pool that used to

ace to walk and just relax and enjoy

are needed within the residential bike trail could connect the

ches along 4th Street and hand them

"REMOVE INDUSTRIAL POLLUTION!!!"

# **Public Greenspaces**

# **Secondary Core Area** Secondary **Core Area** Main Core Area **Green Corridor** Elements **A-** Residential Spaces **B-** Landscaped Corridor **C-** Pocket Corridors

#### **Ecological Green Corridors**

Ecological green corridors consist of core areas, corridors, and buffer zones. Corridors create a permanent connection between core areas of a community. Surrounding core areas and connecting corridors by buffer zones can serve as protection from environmental threats - particularly near the highway. Beyond the core areas and connecting corridors lies another area with land selected for sustainable use with the preservation of several ecosystem functions.

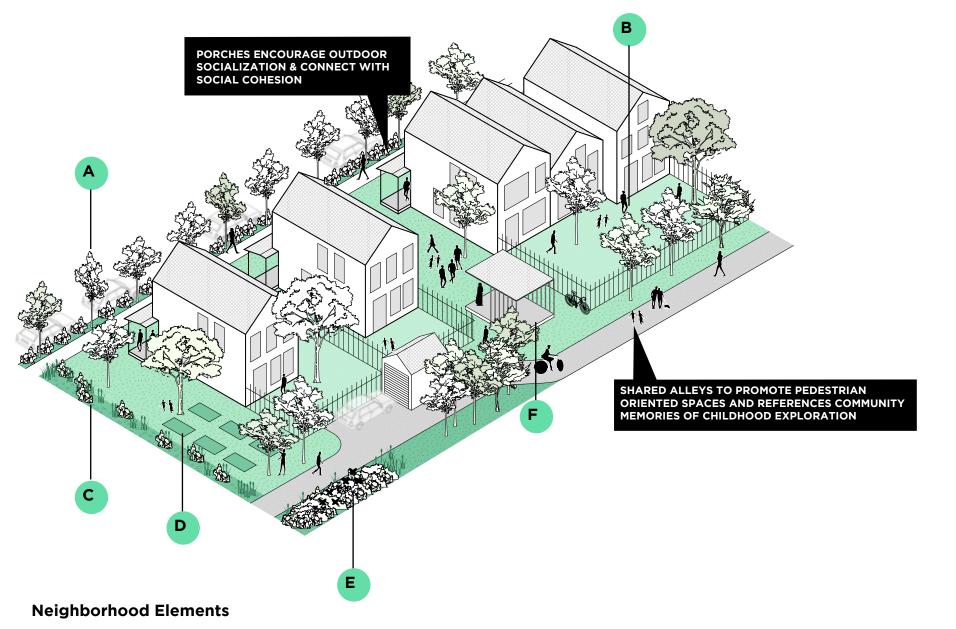
Toolkit 64



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# **Neighborhood Landscapes**

#### **Cultural Landscape**



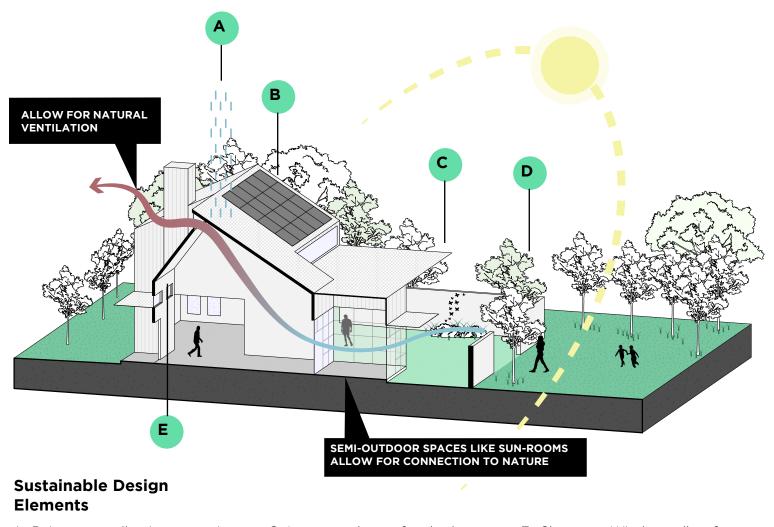
- A- Native plants along street frontage for Ecotourism
- **B** Shared backyards to promote gatherings
- C- Bioswales to help mitigate flooding in the area
- **D** Community gardens to provide food and health benefits
- E- Planting zones in the neighborhood to promote identity
- F- Pocket spaces to promote outdoor community gatherings



Elements of urban ecology that have been shaped by human influence and activity provide a means for various connections, reveal legacies within the landscape, and establish paths to gathering spaces within a community.



# Sustainability



#### Sustainable Design

A comprehensive planning approach that integrates the location of development with neighborhood and building design to create a walkable, transit-served neighborhood increases economic competitiveness for the NEOKC community. Constructing housing that is energy and water efficient means residents will spend less money on utility bills, and there will be a general reduction in energy use. Similarly, planning neighborhoods that give residents the ability to work where they live allows them to spend less time and money on transportation. This energy reduction allows residents to invest in their community and support local businesses as well as programming that benefits the community. This type of community support creates sustainable communities that can better withstand economic and social upheaval.

Toolkit 66

- A- Rain water collection to use in and around the house B- Solar Energy production
- C- Large overhangs for shade D- Deciduous trees provide shade in the summer and allow light in for the winter
- E- Clerestory Windows allow for more light and ventilation



# **Restorative Nature**

# EVAPOTRANSPIRATION FROM TREES CAN COOL SURROUNDING AREAS AND REGULATE HUMIDITY Trees and vegetation help cool trough shading and transpiration Native Flora and Fauna have adapted to exist in the area making them low maintenance vegetation NATURAL VEGETATION, GROUND-COVER, AND SOIL ACTS LIKE A SPONGE TO SLOWLY RELEASE WATER TO HELP SLOW INFILTRATION

Often communities of color are disproportionately deprived of the benefits of nature due to systemic racism. Including a variety of opportunities to enjoy green spaces and nature in the redevelopment of the So8th focus area is vital not only for the overall health of community members but to address environmental injustices.



#### **Priority to Native Flora and Fauna**

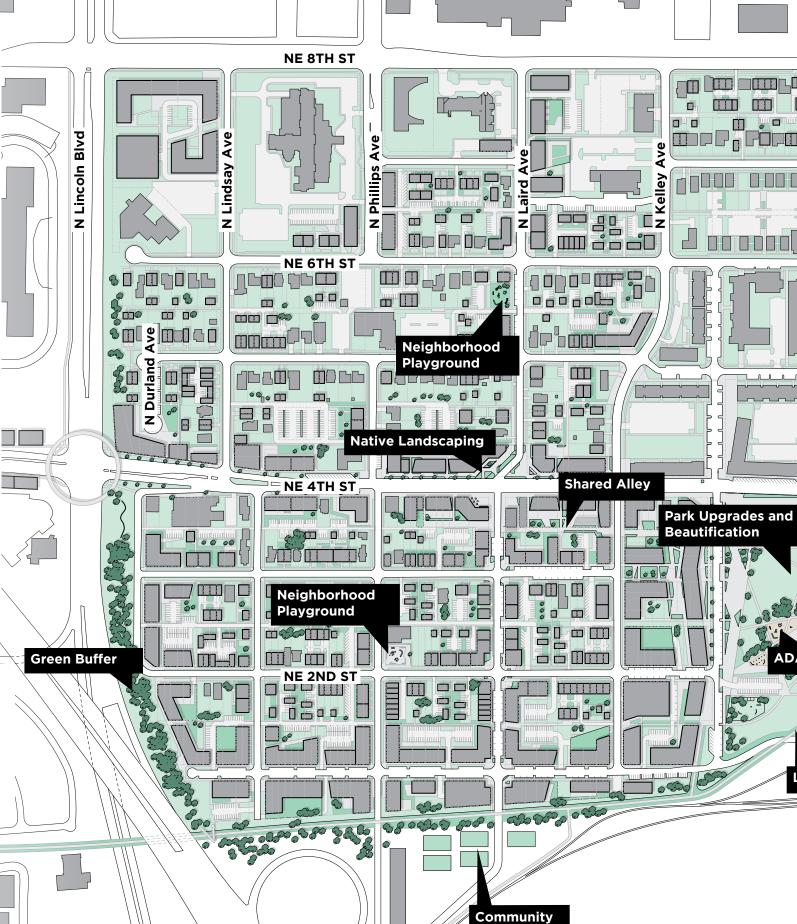


#### **ECOLOGY** \*Proposed Conceptual Plan

Development that is harmonious with ecological systems and creates relaxing, cultural, and recreational spaces is critical to a vibrant, healthy community. Addressing the ecological needs of the focus area is a top priority as climate change and other environmental threats, such as air pollution, continue to impact the surrounding residents. In addition, green spaces and systems can support environmental justice efforts that the community has been mobilizing around for years. Booker T. Washington Park provides a primary opportunity for creating gardens and places of relaxation and wellness. We propose green corridors as they are used to support biodiversity throughout the neighborhood and city by connecting large parks such as Booker T. Washington to smaller parks in the neighborhood and to other green spaces in the city along the Legacy Trail. Sustainable and well building construction and materials reduce our ecological footprint, support healthy indoor air quality, and can provide access to light and nature which reduces stress. Other green features such as community gardens are critical to providing a variety of landscapes that meet the various needs of residents. This plan responds to the community's priority in having access to healthy green spaces that are integrated throughout the focus area and mitigate the impacts of environmental threats.

> Linear park from the Adventure District, connecting NEOKC neighborhoods, So8th, Deep Deuce/ Bricktown and finally beyond the railroad track to Santa Fe Plaza and Park Ave. to connect these areas while providing safe outdoor experiences.

> > Legacy Trail



Garden

Ecology Elements

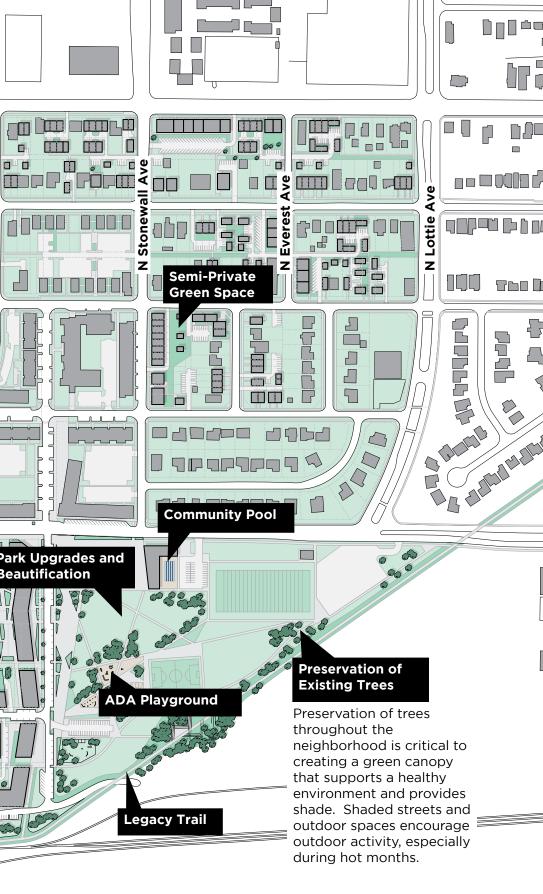
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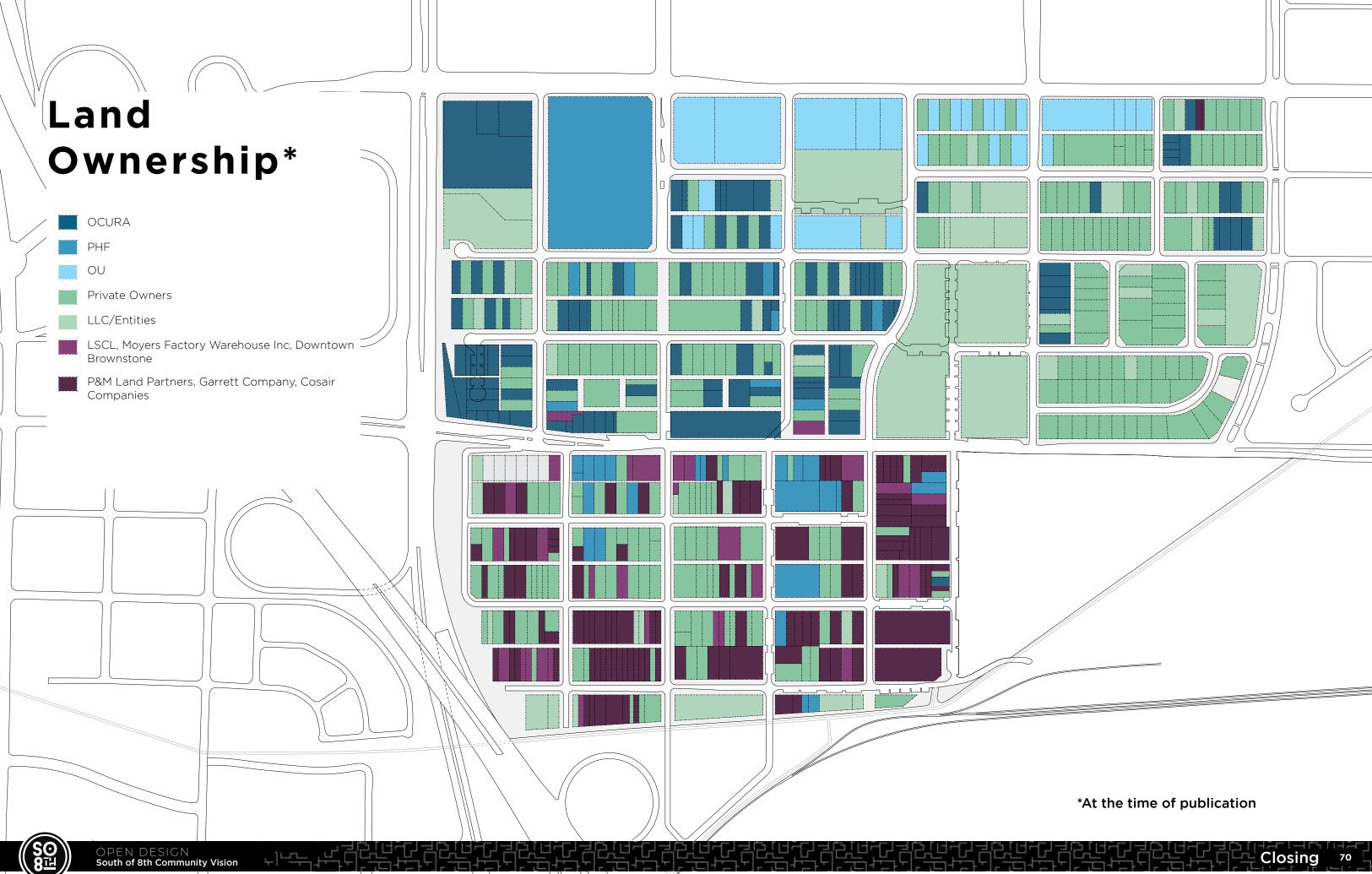
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# KEY PLACES

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# **Jewel Theatre Plaza**

#### \*Proposed Vision

Constructed in July 1931, the Jewel Theatre was named after the daughter of owner Percy H. James and his wife, Hathyel L. James.

During racial segregation, the Jewel Theatre played a significant role in the social activities and public life of the Black community. The Jewel was the heart of entertainment and provided community members with a space to enjoy movies, concerts, and plays without the alienating and often dangerous realities of racial segregation. In the late 1970s, the Jewel Theatre closed its doors and has since fallen into severe disrepair. Current efforts are working to preserve the Jewel and bring it back into operation in the future.

The Jewel Theatre was registered with the National Register of Historic Places in 2009 and serves as a historic link to the development of early Black social and economic progress in Oklahoma City.

#### What We Heard

From the So8th engagement process the community expressed strong desires for existing neighborhood assets, such as the Jewel, to be revitalized into hubs for new community gathering spaces. People envisioned spaces such as an outdoor/living



**Existing Jewel Theatre** 

The image below shows what the Jewel Theatre Plaza development could be, with various live-work opportunities, cultural spaces to support activity and the Jewel Theatre, and streetscaping and landscaping that reflect the history of the community.



# Recommendations

#### **Ownership and Land Use: Jewel Theatre Plaza**

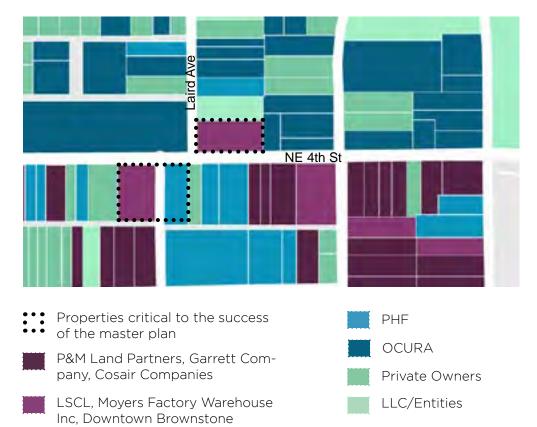
Privately owned properties surrounding the Jewel Theater are critical to creating a culturally responsive and inclusive neighborhood, specifically the properties at the corner of 4th Street and Laird Avenue.

During the So8th community engagement, the community expressed the personal, historical, and cultural significance of the Jewel Theatre to NEOKC's Black community. It is one of a few historically relevant buildings that survived the disruption of early urban renewal plans. Its standing speaks to the fortitude of the Black community to persevere through generations of upheaval.

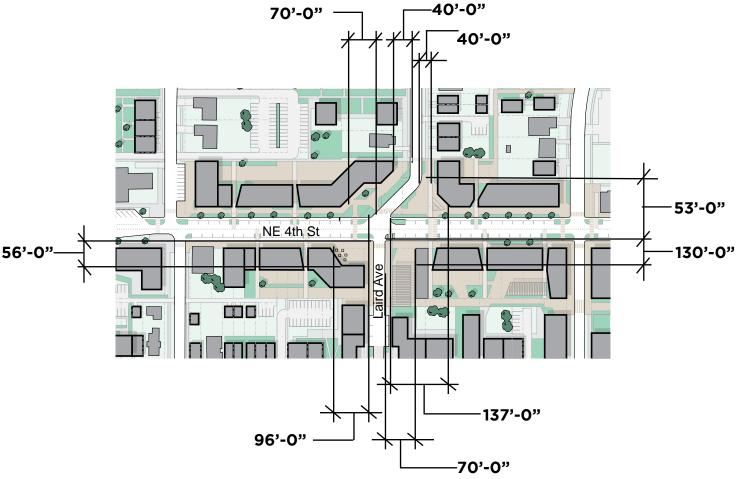
The community spoke about the importance of supporting such a community asset with the desire to see culturally oriented programming around the Jewel Theatre. By locating culturally appropriate programs at the corners of the mentioned intersection, the Jewel Theatre could be positioned to become the catalyst for similar places centered on revitalizing public cultural spaces for the Black community.

Open Design recommends that OCURA consider purchasing or swapping land at the northeast, southeast, and southwest corners at the 4th Street and Laird Avenue intersection to secure and redistribute these properties to the community through their RFP process.

#### **Proposed Jewel Theatre Plaza**



#### Current So8th Land Ownership\*





#### \*At the time of publication



# **Booker T. Washington Park Plaza**

#### \*Proposed Vision

Named in honor of Booker T. Washington, a leader and education advocate who promoted economic self-determination through self-reliance and entrepreneurship, Booker T. Washington Park is located in the So8th focus area.

Established in 1924, the triangular park served as Oklahoma City's segregated park for the Black community. At its height, Booker T. Washington Park benefited from its location near neighborhoods and local schools. The park had a pool that served the NEOKC and was a prime area for sporting events. Today, the park continues to be a prominent outdoor gathering space for NEOKC's Black community for family reunions, celebrations, and community events.

#### What We Heard

Community members desired housing and restaurants around the park and amenities within the park. Many wish to see a pool or water feature, such as a splash pad, and other amenities such as an outdoor fitness area, recreation center, playground improvements, pet-friendly infrastructure, performance spaces such as an amphitheater, and enhanced walking trails. These desires stem from community articulated needs for higher quality outdoor recreation space, protection of the biodiversity in NEOKC, entrepreneurial activities, health and wellness, and



Existing Booker T. Washington Park

A concept for the Booker T. Washington Plaza development, shown in the image below, depicts improved gathering space for NEOKC. A community center, amphitheater, food truck space, and beautification initiatives proposed in MAPS 4 could create a synergy supporting social and cultural connections.



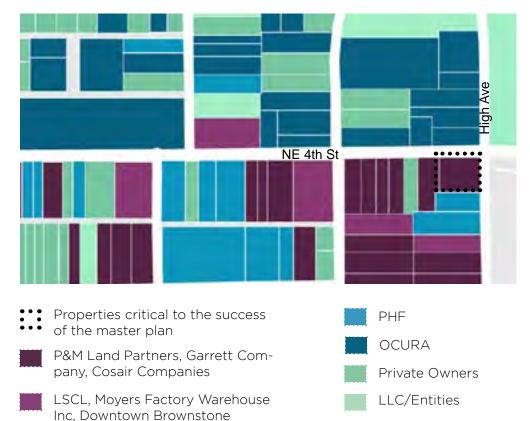
# Recommendations

#### **Ownership and Land Use: Booker T. Washington Park Plaza**

The intersection of 4th Street and High Avenue is an important point where the cultural places of NEOKC converge. At this junction, the renewed Page Woodson sits adjacent to the mass of Washington Park. Both spaces have had a prominent role in the growth of the Black community in NEOKC and continue to represent future opportunities for camaraderie, togetherness, activity, and shared experiences.

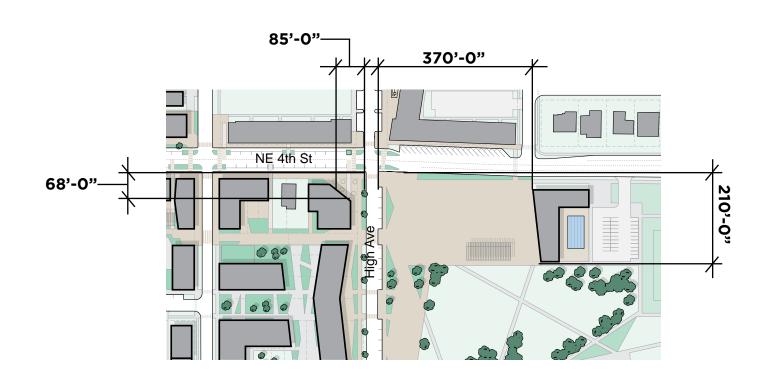
The privately owned property at the corner of 4th Street and High Avenue is another critical component to creating a culturally responsive community due to Booker T. Washington Park's importance to the community and the desire for it to be reinvigorated with new programming near culturally relevant spaces that include housing and amenities. The significance of this location is further emphasized by the opportunity to connect to other assets that offer spatial cohesion in the community.

We recommend OCURA consider purchasing or swapping land at the Southwest corner of 4th and High Avenue to secure these properties and then redistributing them to the community through their RFP process.



#### Current So8th Land Ownership\*

#### Proposed Washington Park Plaza





\*At the time of publication



# Legacy Trail

#### \*Proposed Vision

The bikewalk**okc** plan has proposed the Rail Trail to follow the railroad tracks along Booker T. Washington Park. The Rail Trail not only has the potential to create healthy recreational opportunities to connect key areas such as the Katy Trail, Adventure District, Deep Deuce, and adjacent neighborhoods, but can also serve as a key economic development tool to attract people to the area and support and/ or create entrepreneurial opportunities for the incoming neighborhood businesses. A key connection is between the southern edge of So8th to Deep Deuce. The trail is also a viable option for reinforcing the importance of planting indigenous plants. Native trees and plants can be utilized to establish protected areas for endangered species. Environmental preservation can support ecotourism that not only support the ecology of NEOKC but the economic vitality of the community.

The proposed trail can be enhanced through the community's desire to have a living museum that provides educational moments on Black history, a space for pause and reflection, and a memorial to commemorate NEOKC's Black community.

#### What We Heard

During the engagement phase, the community expressed support for bikewalkokc's proposed Rail Trail in NEOKC. We heard from community members that there has been an effort over the years in requesting such a trail with a connection to the Katy Trail. These comments were in addition to the many expressed desires for a safe, comfortable walking trail in the area.

Existing Booker T. Washington Park Facing South

An example of the Legacy Trail shown in the image below, is an opportunity to create healthy outdoor green spaces for playing, relaxing, and enjoying nature. The trail has the potential to establish landscaping that benefits pollinators, connects and reconnects key areas with the park, provides economic benefits, and celebrates the cultural assets in the area.







# **1 ORGANIZATIONS**



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# **OCURA & OCRA Structure**

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#### The Alliance for Economic Development

#### About

The Alliance for Economic Development of Oklahoma City was formed in 2011 to better coordinate land, incentives, and economic tools that make Oklahoma City more attractive to companies and developers.

This institution utilizes several economic tools to create levels of support for projects and manages several entities that focus on those objectives.

The Alliance manages the Oklahoma City Redevelopment Authority (OCRA) and the Oklahoma City Urban Renewal Authority (OCURA), as well as other entities.

#### Learn more at: www.theallianceokc.org

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#### OCRA

#### About

The Oklahoma City Redevelopment Authority (OCRA) promotes, stimulates, encourages and finances the growth, development and redevelopment of the industrial, commercial, retail and public structures. This entity promotes the City's general economic welfare and prosperity. The Board consists of six members and the mayor. The six members are all residents of the City, that have been appointed by the Mayor with the consent of the Oklahoma City Council.

#### **Project Role**

OCRA hired Open Design to lead the project with NEOKC community members.

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#### OCURA

#### About

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The Oklahoma City Urban Renewal Authority (OCURA), a public body corporate, is the leading public redevelopment agency of Oklahoma City. It's charged with the revitalization of the City's urban neighborhoods and the enhancement of quality of life.

#### **Project Role**

OCURA acquired property in NEOKC through urban renewal practices beginning in the 1960s. This report primarily focuses on the redevelopment of the OCURA-owned lots within the focus area's boundaries.

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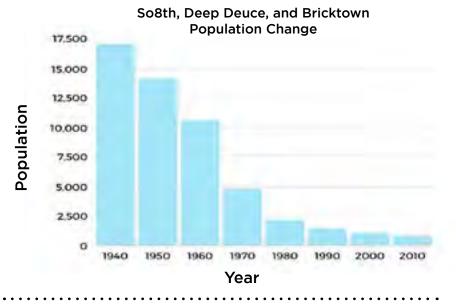
# **2 CONTEXT**





#### **Population Shifts**

Below is the population data for the area within the boundaries of the BNSF tracks (West), N.E. 8th Street (North), Lottie Ave. (East) to N.E. 4th Street (South), and High Ave. (East) to the Union Pacific tracks (South).



1. Historic Deep Deuce Boundaries have been defined based on oral histories

#### **Impact of Urban Renewal**

Pictured on the following page is a series of aerial maps that show the spatial shifts caused by urban renewal in the So8th area. Some of the key changes include:

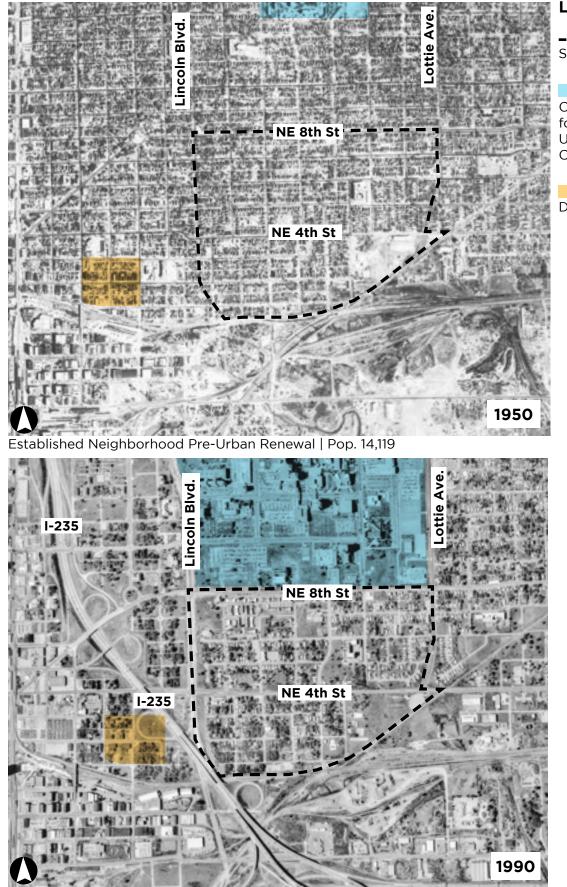
**1950** | Pre-urban renewal, the area was dense and connected by streets. There were a significant number of residential and commercial spaces that create a strong community.

**1970** | University Medical Center Urban Renewal Plan was announced in 1964. The University Medical Center Plan was activated to lay the groundwork for the expansion of the University of Oklahoma Medical Center and the development of the Oklahoma Health Center. The boundary included areas from NE 13th to NE 4th and from Geary Ave. to Stonewall Ave. The plan resulted in demolition of many homes and commercial buildings and displaced Black residents from their homes and community.

**1990** | The John F. Kennedy Urban Renewal Project was approved in 1966 and the Harrison Walnut Urban Renewal Plan was announced in 1981. By the 1990s the combined influence of the urban renewal programs resulted in further demolition and erasure of spaces in the community and the displacement of residents. Additionally, these plans made way for the construction of I-235 which was approved in 1976 and opened in 1989. Ultimately, I-235 was built through the community; dismembering Deep Deuce from its once contiguous NEOKC roots. These plans activated generational harms still experienced today related to economic disparities and loss of Black wealth building opportunities, cultural erasure, social and physical disconnections and trauma, and more.







Effects of Central Expressway Mitigation Plan | Pop. 1,426

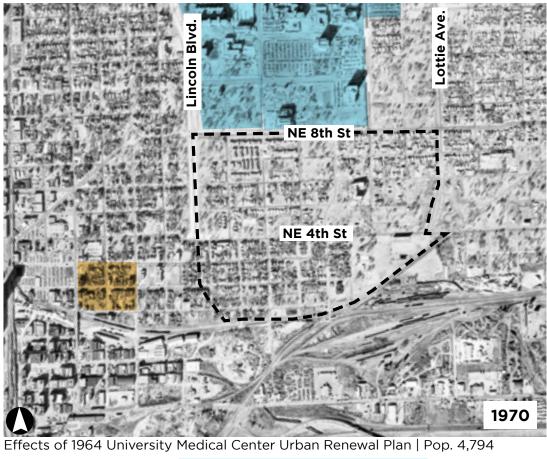
#### Legend

So8th boundary

OUHSC

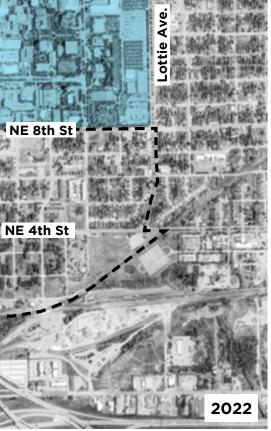
formerly University Medical Center

Deep Deuce <sup>4</sup>



I-235 Lincol 1 767 1-235

Current Conditions of the Area | Pop. 620 (as of 2020)





#### **INNOVATION DISTRICT LAND USE PLAN**

#### Overview

The 2019 Innovation District Land Use Plan:

- 1. Provides a vision for coordinated and mutually beneficial development
- 2. Ensures new development is compatible with existing neighborhoods while also giving existing neighborhoods access to new services
- 3. Encourages growth and stability by prioritizing public improvements and supporting private investment

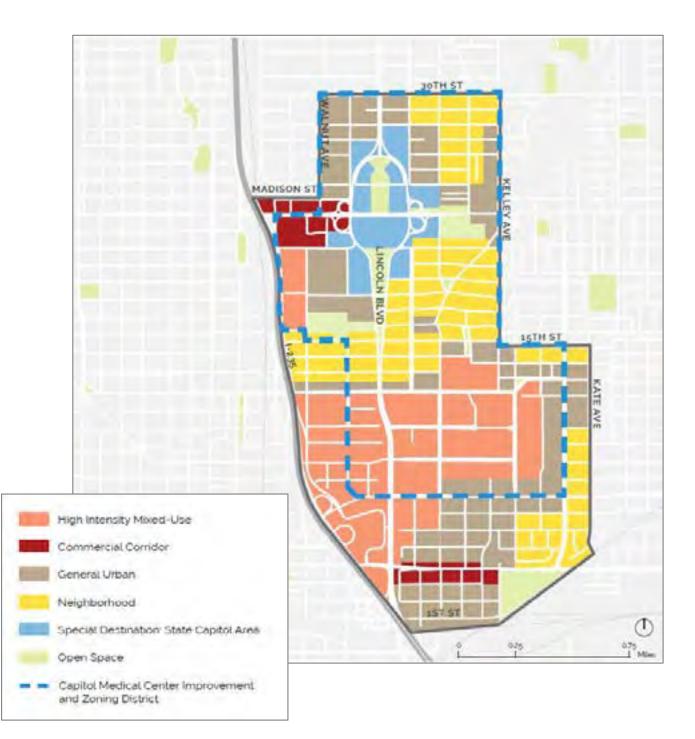
#### See more details on the city website here:

https://www.okc.gov/departments/planning/current-projects/innovation-districtland-use-plan



#### Adopted Land Use Plan

November 18th, 2021.





#### The Innovation District Land Use Plan was adopted by the City of Oklahoma City on



# **3 ADDITIONAL FINDINGS**





# **COMMERCIAL CORRIDOR** Findings

# Adopted Innovation District Land Use Plan

'Main street' environment that offers centrally located retail and dining destinations for visitors and residents.

#### **Open Event, Visioning (4/16/22)**

Forty-eight participants voted for one of (5) scenarios that would be most appropriate for 4th St. Each participant voted for one option. Bldg Size Density

	Blag olizo	Density				
<i>Scenario 1</i> Large mixed-Use, 4 story avg.	Large	High	Opt 2 39%	Opt 3 18%	Opt 4 18%	Opt 25%
<i>Scenario 2</i> Large + small multiplex, 3-story avg.	Large	Medium	Opt 1 0%			
<i>Scenario 3</i> Single Family + duplex, 2-story avg.	Small	Low				
<i>Scenario 4</i> Small multiplex, triplex, quads, 3-story avg.	Medium	High				
<i>Scenario 5</i> Small multiplex, triplex, quads, single Family, duplex 3-story avg.	Medium	Medium				

#### **Building Size**

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# **Building Size**

Small	Medium
18%	82%

# Tactical Session, Reflection #4 (2/5/22)

Fourteen participants voted 'yes' or 'no' to the question of whether the scenarios below would be appropriate for 4th St. Participants voted 'yes' or 'no' for each option. The scenarios addressed number of stories and building size; density has been inferred retroactively. The graphics below represent the percentage of the fourteen participants who voted for each option. The percentages to the right represent the total number of votes for each option.

	Bldg Size	Density	
<i>Scenario 1</i> Large mixed-use, 5+ story avg.	Large	High	40%
<i>Scenario 2</i> Multi-plex, mixed-use, 3-story avg.	Medium	Medium	80%
<i>Scenario 3</i> Duplex, triplex, quads, 3-story avg.	Small	Medium	13%
<i>Scenario 4</i> Single-family + duplex, 3-story avg.	Small	Low	40%

#### **Building Size**

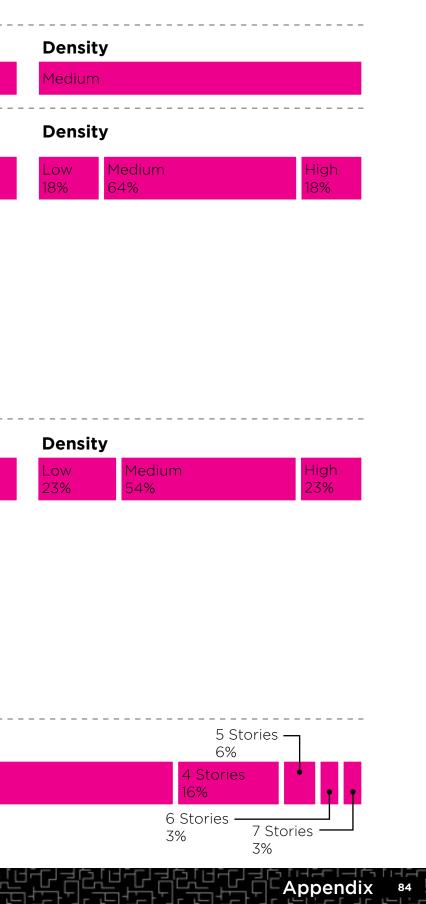
Small	Medium	Large
31%	46%	23%

#### Number of Stories

1 Story	2 Stories	3 Stories
13%	16%	44%

# Tactical Session, Visioning #1 (3/19/22)

Four groups of participants placed images of buildings on a map of 4th St; the images were chosen based on building height. The percentages are based on total number of buildings of each height across all (4) maps.



# **GENERAL URBAN INTENSE** Findings

#### **Adopted Innovation District Land Use Plan**

The Urban Mixed-Use zone was not defined in the adopted plan. These parcels were included in the General Urban zone.

# Open Event, Visioning (4/16/22)

Forty-eight participants voted for one of (5) scenarios that would be most appropriate for 4th St. Each participant voted for one option.

	Bldg Size	Density		
<i>Scenario 1</i> Large mixed-Use, 4 story avg.	Large	High	Opt 2 Opt 3 • 18% 39%	Opt 4 Opt 5 18% 18%
<i>Scenario 2</i> Large + small multiplex, 3-story avg.	Large	Medium	Opt 1 7%	
<i>Scenario 3</i> Single Family + duplex, 2-story avg.	Small	Low	, ,0	
<i>Scenario 4</i> Small multiplex, triplex, quads, 3-story avg	Medium	High		
<i>Scenario 5</i> Small multiplex, triplex, quads, single Family, duplex 3-story avg.	Medium	Medium		

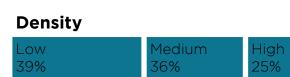
# Building SizeSmallMediumLarge

6%

39%



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#### Innovation District Land Use Plan (adopted by the City)

Horizontally mixed residential and commercial uses. Residential buildings include single family, duplex, and multiplex, which provide a low to medium range of density. Commercial uses should be primarily located along mixeduse arterial streets.

# **Open Event, Visioning (4/16/22)**

Forty-eight participants voted for one of (5) scenarios that would be most appropriate for 4th St. Each participant voted for one option.

<i>Scenario 1</i> Large mixed-Use, 4 story avg.	Bldg Size Large	Density High	Opt 2 17%	Opt 3 52%	Opt 4 Opt 5 14% 17%
<i>Scenario 2</i> Large + small multiplex, 3-story avg.	Large	Medium	Opt 1 0%		
<i>Scenario 3</i> Single Family + duplex, 2-story avg.	Small	Low			
<i>Scenario 4</i> Small multiplex, triplex, quads, 3-story avg	Medium	High			
<i>Scenario 5</i> Small multiplex, triplex, quads, single Family, duplex 3-story avg.	Medium	Medium			

#### **Building Size**

Small to Medium

#### **Building Size**

Small	Medium
52%	48%

# Tactical Session , Reflection #4 (2/5/22)

Fourteen participants voted for all of the options would be appropriate for 4th St. Participants were allowed to vote for multiple options. The options addressed number of stories and building size; density has been inferred retroactively. The percentages below represent how many of the participants voted for each option. The percentages to the right represent the total number of votes for each option.

	Bldg Size	Density	
<i>Scenario 1</i> Large mixed-Use, 5+ story avg.	Large	High	14%
<i>Scenario 2</i> Multi-plex, mixed-use, 3-story avg.	Medium	Medium	43%
<i>Scenario 3</i> Duplex, triplex, quads, 3-story avg.	Small	Medium	50%
<i>Scenario 4</i> Single-family + duplex, 3-story avg.	Small	Low	79%

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#### **Building Size**

Small	Medium	L
69 %	23%	8%









# 4 BUILDING MASSING

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# LAND USE ZONES

	ZONE	BLDG HEIGHT	DENSITY	BUILDING S	SIZE + TYPE, LOT SIZE	COMMER		FRONTAGE	PARKING	
	General Urban Institutional	2 to 6 stories	16-90 DU/Acre	Bldg Size	Medium to Large	Permittec	k	No limitation	Surface Lots <sup>4</sup>	Permitted Behind Bldgs <sup>3</sup>
	Institutional								Parking Structures	Permitted Behind Bldgs
	Commercial Corridor	1 to 5 Stories. Avg. 3 Stories	16-40 DU/Acre	Bldg Size	Small to Large	Required	Required At Ground Floor		Surface Lots <sup>4</sup>	Permitted Behind Bldgs
				Avg Size	Medium, 200' Max Frontage <sup>2</sup>			sidewalks except at plazas.	Parking Structures	Permitted Behind Bldgs
	General Urban	2 to 4 Stories. Avg	16-50 DU/Acre	Bldg Size	Medium, 200' Max	Permitteo	k	Zero setback.	Surface Lots <sup>4</sup>	Permitted Behind Bldgs <sup>3</sup>
	Intense 3 Stories				Frontage <sup>2</sup>			See transition recommendation.	Parking Structures	Permitted Behind Bldgs
	General Urban Corridor	2 to 4 Stories	16-30 DU/Acre	Bldg Size	Small to Medium	Permittec	k	Building entry should face the North-	Surface Lots <sup>4</sup>	Permitted Behind Bldgs <sup>3</sup>
				Bldg Type	De Single Family <sup>1</sup> , ADU, Duplex, Multi-Plex			South arterial street.	Parking Structures	Not Permitted
							Zero setback. See recommendation	Private Garage	Permitted Facing Alleys	
	General Urban	2 to 4 Stories	16-30 DU/Acre	Bldg Size	Small To Medium 75' Max Frontage	Corners	Permitted	Front setback should match adjacent.	Surface Lots <sup>4 &amp; 5</sup>	Permitted Behind Bldgs <sup>3</sup>
								Parking Structures	Not Permitted	
•				Bldg Type	Single Family <sup>1</sup> , ADU, Duplex, Multi-Plex	Mid- Block	Permitted with Community Review	Porches are encouraged.	Private Garage	Permitted Facing Alleys Single garage facing street Double garage behind house
	Neighborhood	1 to 2 Stories	10 to 16 DU/Acre	Bldg Size	Small	Not Perm	itted	Front setback should	Surface Lots <sup>4</sup>	Not Permitted
				Bldg Type	Single Family <sup>1</sup> , ADU,	Single Family 1 ADLL		match adjacent.	Parking Structures	Not Permitted
				Didy Type	Duplex			Porches are	Private Garage	Permitted Facing Alleys
				Lot Size	25' to 50' Width			encouraged.		Single garage facing street
										Double garage behind house

#### Notes:

- Building Heights are subject to transition regulations
- These zoning suggestions serve to inform base regulations. Special or unique buildings that require different zoning should go through a rezoning process that requires notification to the Advisory Committee (see our RFP recommendations), the ward 7 councilperson, OCURA, and the president of the NEOKC Neighborhood Coalition
- Current So8th residents desire to keep car congestion under control, especially for events and during weekends or nights when visitors will be coming to the area. City officials, neighborhood associations and any future Business Districts should work together to review public transportation options that support visitors to park and then take public transportation to key locations in the neighborhood

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Notes:

- 1. Single family residential in the General Urban Corridor or General Urban area should support density needed for retail and amenities. New single family residential lots should be 25'-30' wide for row houses. Existing residential lots with houses can remain with their existing dimensions and housing type.
- 2. Commercial parking garages are permitted to be large than the 200' restriction. Building built on top or around the garage should follow the 200' restriction.
- 3. There are many vacant lots in the area that could be used for surface parking while the So8th area is being developed. We also recognize that the area will require a certain density before a parking structure is that expires after 10 years. The Advisory Committee must advise on the decision to renew the variance.
- 4. The plan shows 1 off-street parking spot per residential unit. This number was chosen to balance the need for cars, green spaces and the number of households needed to support commerce and recreation. In order to achieve more parking options for residents, developers can consider tandem parking, parking garages, and underground parking.
- 5. In the General Urban area we recommend on-street parking permit for residents only 24/7. Similar cities budget and approval



financially viable. Surface parking that is visible from the street is permitted through a temporary variance

such as Kansas city have permits for \$10 per car per year. This is subject to the OKC planning department



# 5 UNITS PER ACRE





# **SCENARIO**

The following densities are recommended for the So8th area. Based on the actual implemented density, OCURA may be able to provide even more flexible density guidelines on their lots.

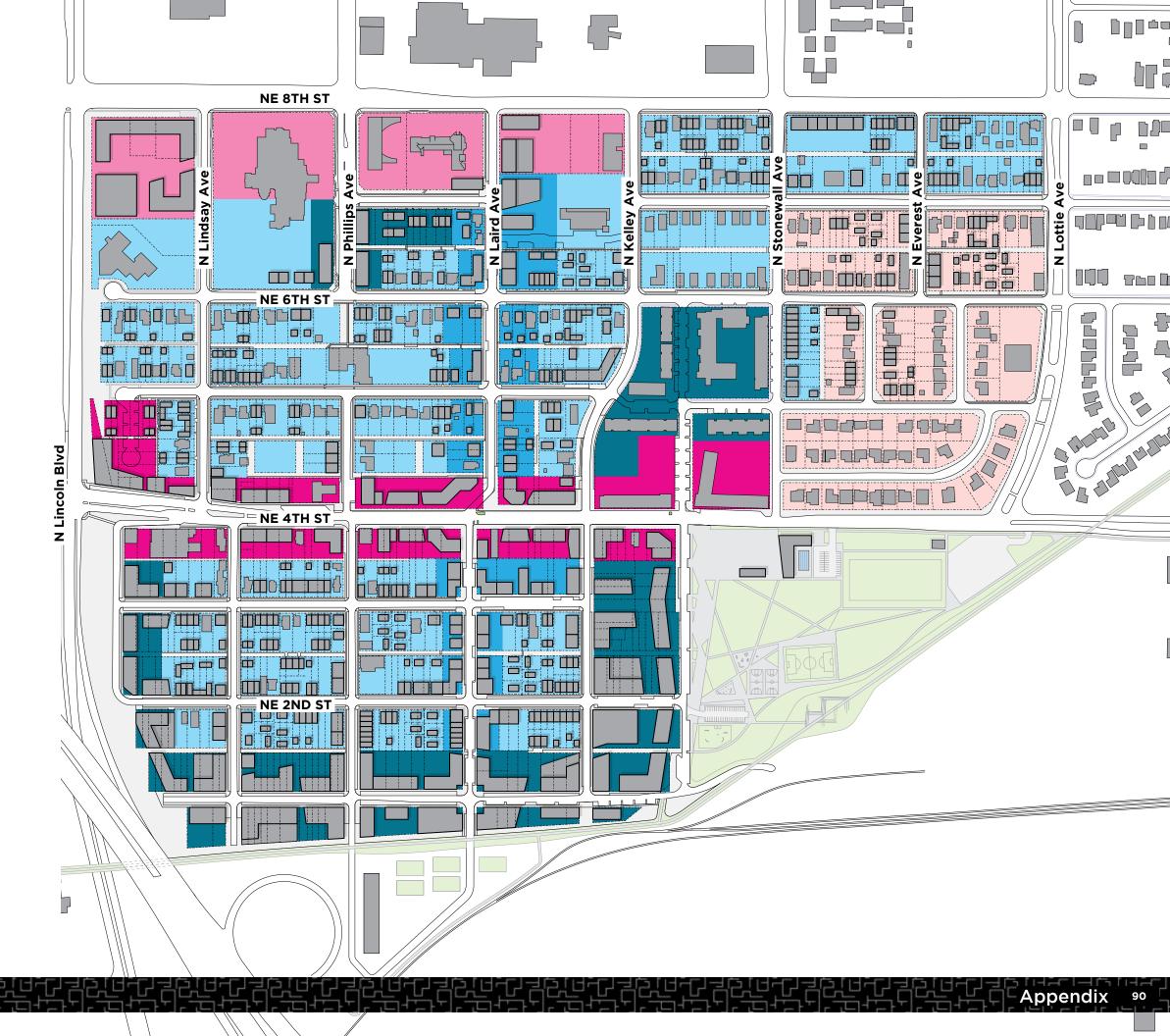
Assuming the following Scenario:

General Urban Institutional	16-90	DU/Acre
Commercial Corridor	16-40	DU/Acre
General Urban Intense	16-50	DU/Acre
General Urban Corridor	16-30	DU/Acre
General Urban	16-30	DU/Acre
Neighborhood	7-16	DU/Acre

This would allow OCURA to give developers the opportunity to develop at a density as low as 13.5 DU/Acre which reflects some of the community member's desires for low density and still meet the national recommendation for a 16 DU/Acre average to support retail.

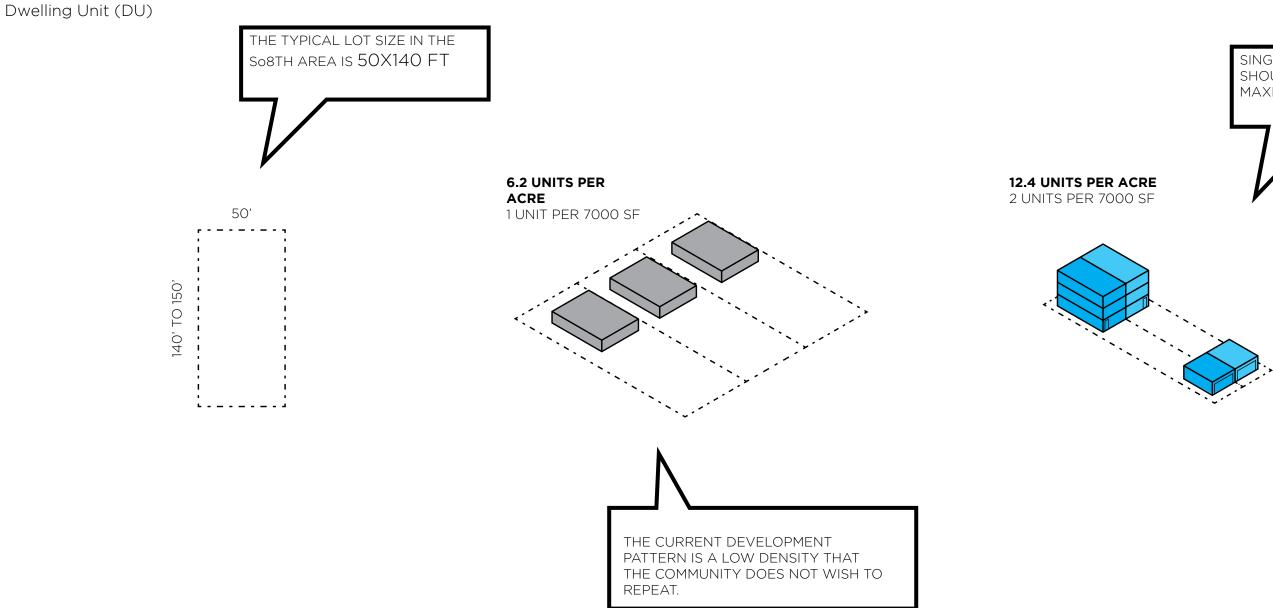
OPEN DESIGN South of 8th Community Vision

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# **TYPICAL PARCEL**

Density is the computation of dwelling units per acre based on the property boundaries prior to the dedication of any rights-of-way, public parks, or other public areas. In cases where a project site encompasses more than one property, the density may be averaged over the entire development site.



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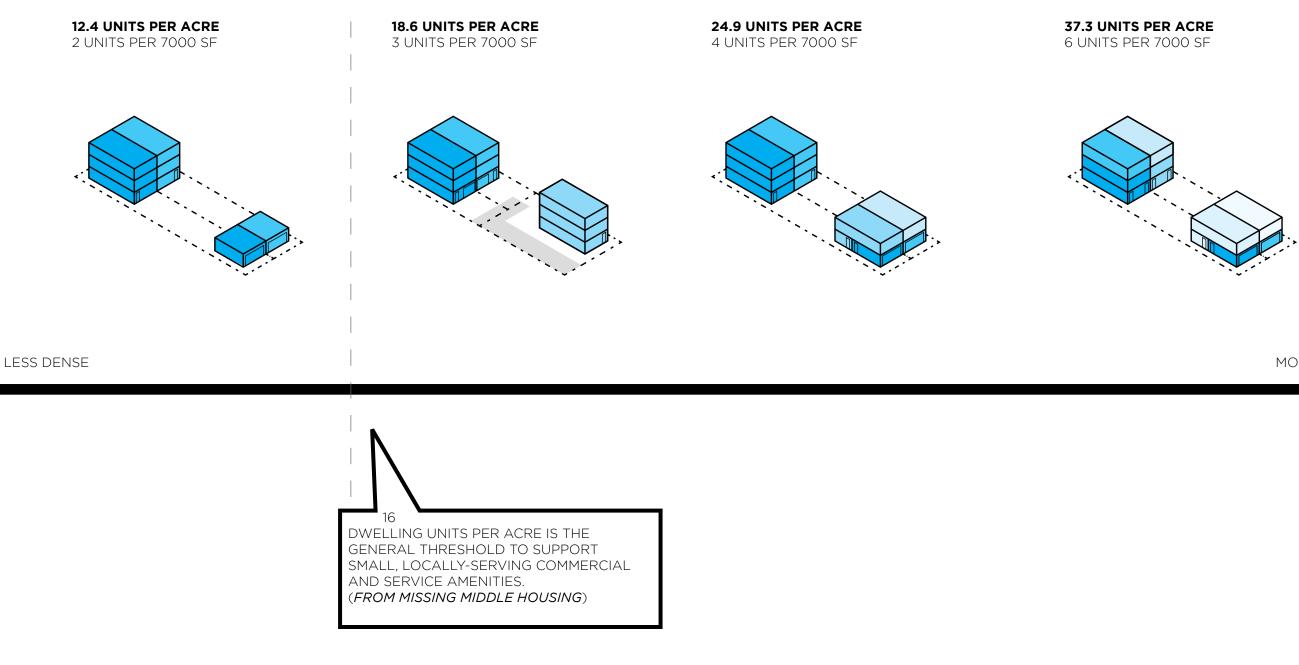
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# MAX DENSITY, MAX OWNERSHIP

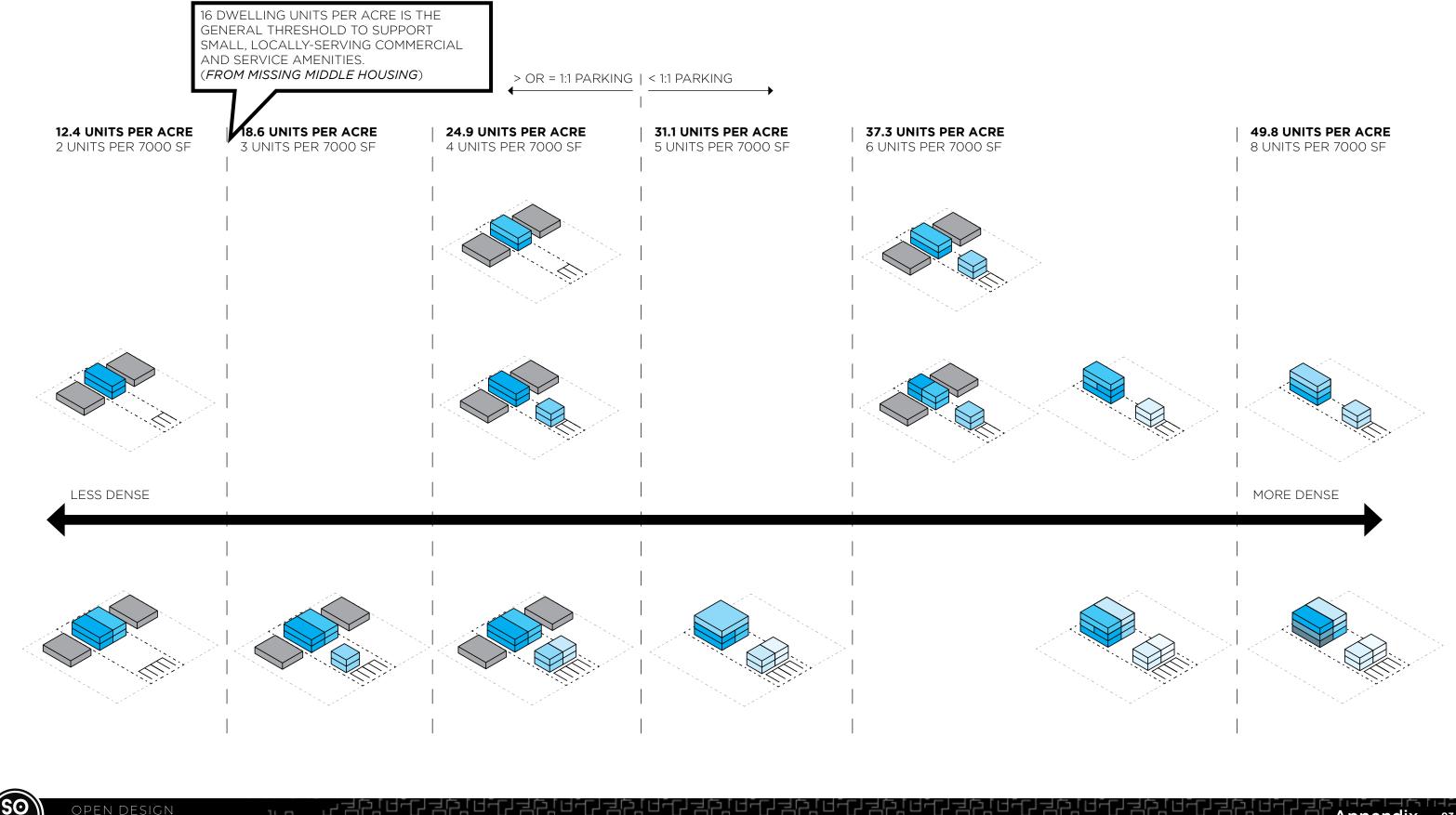




MORE DENSE



# **RESIDENTIAL / NEIGHBORHOOD** COMMERCIAL



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# Appendix 93

# 6 ENDNOTES & REFERENCES



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# **ENDNOTES**

## Page 10

- 1. A Master Plan a document and policy guide designed to help communities create a vision of what they want their community to look like in the future. Master Plans help guide communities in land use development and preservation decisions.
- 2. Request for Proposal A request for proposal (RFP) is a business document that announces a project, describes it, and solicits bids from gualified teams to complete it. Many organizations and governments launch launch their projects using RFPs. When using an RFP, the entity requesting the bids is responsible for evaluating the feasibility of the bids submitted, the financial health of the bidding companies, and each bidder's ability to undertake the project.
- 3. Urban Renewal is a program for economic development and land redevelopment used to address urban areas that the city government labeled as blighted. Urban Renewal programs in cities throughout the US received federal funding. Often these areas aligned with locations that suffered disinvestment through redlining.
- 4. Perkins & Will Land Use and Strategic Development Plan For more information click here
- 5. Land use how to describe the purpose of what the land serves. Recreational, transport, agricultural, residential and commercial are all types of land uses.
- 6. Strategic Development Plan Strategic urban planning focuses on setting highlevel goals and determining desired areas of growth for an area.

#### Page 12

- Per U.S. Census Bureau definitions, a housing unit is a house, an apartment, a
- group of rooms, or a single room occupied or intended for occupancy as separate living guarters. Separate living guarters are those in which the occupants do not live and eat with other persons in the structure and which have direct access from the outside of the building or through a common hall.
- 2. Per U.S. Census Bureau definitions, a housing unit is occupied if a person or group of persons is living in it at the time of the interview or if the occupants are only temporarily absent, as for example, on vacation. The persons living in the unit must consider it their usual place of residence or have no usual place of residence elsewhere.
- 3. Per U.S. Census Bureau definitions, a housing unit is vacant if no one is living in it at the time of the interview, unless its occupants are only temporarily absent. In addition, a vacant unit may be one which is entirely occupied by persons who have a usual residence elsewhere.

# Page 13

- 1. Reparative Justice a way of thinking about justice that centers those who have been harmed and focuses on repairing past harms, stopping present harm, and preventing the reproduction of harm.
- 2. Development new construction or improvements to a property. The property can be vacant or have a building already on it.



- regulation.

#### Page 20

- Blight a deteriorated condition.
- neglect or misuse : to become dilapidated.

# Page 33

The Stonewall Street name is associated with Thomas "Stonewall" Jackson. War but decades later as symbols of white supremacy.

#### Page 47

zoning districts or incompatible uses.

# Page 59

- projects

# Page 70

- water vapor into the air from their leaves.
- 2. Evapotranspiration the sum of all processes by which water moves from the land surface to the atmosphere via evaporation and transpiration. evaporation from water bodies on land.
- Infiltration precipitation that soaks into the soil. 3.



# 1. Ordinance - a law set forth by a governmental authority; specifically, a municipal

2. Redlining - the practice of outlining areas with sizable Black populations in red ink on maps as a warning to mortgage lenders, effectively isolating Black people in areas that would suffer lower levels of investment than their white counterparts.

2. Dilapidation - to decay, deteriorate, or fall into partial ruin especially through

a Confederate general in the American Civil War. The Laird Avenue naming is associated with two controversial figures - the William Laird & Son family shipping company that supported the Confederacy and a representative of the Arizona State Legislature and KKK member, Hugh E. Laird. The majority of the elements honoring Confederates were not established directly following the Civil

1. Transition zone - A buffer established to protect one type of land use from the adverse effects of another incompatible use. Typically used between two or more

1. Learn more about Innovation District projects at: https://okcinnovation.com/ 2. Learn more about Maps 4 projects at: https://www.okc.gov/government/maps-4/

Transpiration - the water movement from the soil to the atmosphere via plants. Transpiration occurs when plants take up liquid water from the soil and release

Evapotranspiration includes water evaporation into the atmosphere from the soil surface, evaporation from the capillary fringe of the groundwater table, and



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# **FUTURE** VISION \*Proposed Conceptual Plan

The So8th and NEOKC community contributed their expertise, memories, experiences, and visions for the focus area throughout the engagement process. This immeasurably vital feedback was used to create the recommendations shown in this conceptual plan.

Displayed is an urban design for the So8th focus area that is rooted in addressing injustices through development that respects the history and culture of the area, the revitalization of neighborhoods, the creation of safe and healthy spaces, and connective opportunities.

The following plans will break down the themes associated with the future vision for So8th.

This plan does not promote removing any existing buildings.

Proposed development

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Peri

Russell M.

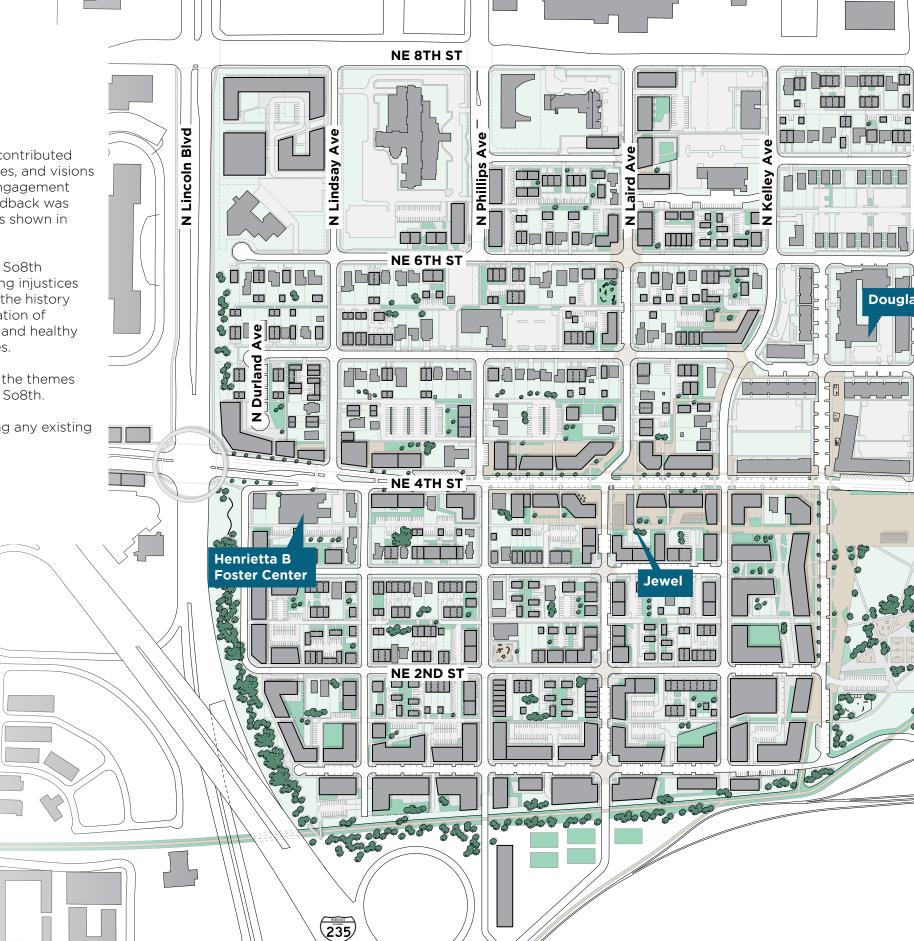
E Sheridan Ave

Existing

Central

Ζ

N Walnut



South of 8th: A Community Vision



# OKLAHOMA CITY REDEVELOPMENT AUTHORITY

To: Board of Trustees of the Oklahoma City Redevelopment Authority

From: Kenton Tsoodle, Executive Director

Date: August 16, 2023

Ref: Financial Statements as of July 31, 2023

**Background:** The Oklahoma City Redevelopment Authority prepares quarterly year-to-date financial statements for review and acceptance by the Board of Trustees. The following are highlights of the financial statements through July 31, 2023.

Current Assets were \$8,617,197 at the end of July 2023 and primarily held in cash and Due from Other Governments. \$1,059,784 of cash held in the TIF Fund is reserved for the purchase of furniture for Innovation Hall. The funds held in the Skirvin Fund were returned to the City of Oklahoma City. Due from Other Governments includes amounts due from OCURA for property purchases and Oklahoma County for accrued TIF revenues.

Capital Assets net of depreciation totaled \$3,431,156 and include the Cytovance Building and the Brockway Center.

Other Noncurrent Assets of \$5,650,000 is a loan for the Page Woodson project.

Liabilities totaled \$6,148,837. This includes funds held for the purchase of furniture for Innovation Hall and a loan from the City of Oklahoma City for the Convergence Project.

OCRA had a net position of \$11,549,515 at July 31, 2023.

Revenues recorded through July 31st were \$2,705.

Expenditures were \$37,775.

OCRA had a negative change in fund balance of \$35,071 year-to-date, and fund balance of \$2,468,359 as of July 31, 2023.

**Recommendation:** Acceptance of the July 31, 2023, financial statements.

**TRUSTEES** J. Larry Nichols

Chairman James R. Tolbert III

Vice Chairman

Lee E. Cooper, Jr.

Judy J. Hatfield

David Holt

Russell M. Perry

Mark K. Stonecipher

EXECUTIVE DIRECTOR Kenton Tsoodle

#### Oklahoma City Redevelopment Authority Statement of Net Position and Reconciliation of Net Position to Fund Balance as of July 31, 2023

Assets			
Current Assets			
Cash & Cash Equivalents	2,501,845		
Cash & Cash Equivalents - Reserved	1,059,784		
Investments - Reserved	-		
Accounts Receivable	-		
Interest Receivable	75,667		
PILOT Receivable	218,003		
Due from Other Governments	4,761,898		
Total Current Assets	8,617,197		
Capital Assets			
Land	506,891		
Buildings (1)	7,679,106		
Accumulated Depreciation	(4,754,841)		
Total Capital Assets	3,431,156		
Other Noncurrent Assets			
Notes Receivable	5,650,000		
Total Other Noncurrent Assets	5,650,000		
Total Assets	17,698,352		
Liabilities			
Current Liabilities			
Accounts & Other Payable	1,067,349		
Due to Urban Renewal/Other Governments	81,488		
Total Current Liabilities	1,148,837		
Total Noncurrent Liabilities	5,000,000		
Total Liabilities	6,148,837		
Net Position	11,549,515		
Reconciliation of Net Position to Fund Balance			
Not Reported in Governmental Funds Balance Sheet			
Land	(506,891)		
Buildings (1)	(7,679,106)		
Accumulated Depreciation	4,754,841		
Notes Receivable	(5,650,000)		
Total Fund Balance	2,468,359		

(1) Cytovance and Brockway Center

#### Oklahoma City Redevelopment Authority Governmental Funds Balance Sheet and Statement of Revenues as of and for the One Month ending July 31, 2023

	<u>TIF</u>	<u>Skirvin</u>	Total
Assets			
Cash & Cash Equivalents	2,501,845	-	2,501,845
Cash & Cash Equivalents - Reserved	1,059,784	-	1,059,784
Investments - Reserved	-	-	-
Accounts Receivable	-	-	-
Interest Receivable	75,667	-	75,667
PILOT Receivable	218,003	-	218,003
Due From Other Governments	4,761,898	-	4,761,898
Total Assets	8,617,197	-	8,617,197
Liabilities			
Accounts & Other Payable	1,067,349	-	1,067,349
Due to Urban Renewal/Other Governments	5,081,488	-	5,081,488
Total Liabilities	6,148,837	-	6,148,837
Fund Balance	2,468,359	-	2,468,359
Total Liabilities & Fund Balance	8,617,197	-	8,617,197
Revenues			
Apportioned Ad Valorem Taxes/PILOT - TIF	-	-	-
Rental Income	-	-	-
Interest Income	1,177	-	1,177
Investment Income	1,528	-	1,528
Other Income	-	-	-
Total Revenues	2,705	-	2,705
Expenditures			
Commercialization of Research & Technology	8,333	-	8,333
Placemaking	364	-	364
Implementation & Administration of Project Plan	21,408	-	21,408
Other Project Redevelopment Activity Costs	7,670	-	7,670
Payments to City of OKC	-	-	-
Debt Service - Principal	-	-	-
Debt Service - Interest	-	-	-
Total Expenditures	37,775	_	37,775
Changes in Fund Balance	(35,071)	_	(35,071)
Fund Balance, Beginning of Year	2,503,430	-	2,503,430
Fund Balance, Current	2,468,359	-	2,468,359