

**PROFESSIONAL SERVICES AGREEMENT**  
**STOCKYARDS CITY MAIN STREET, INC.**  
**2023-2024**

**THIS AGREEMENT** is entered into by and between the City of Oklahoma City, (“City”), and Stockyards City Main Street, Inc. an Oklahoma not for profit business association (“Contractor”) in the amount of **\$147,353.00** for the period of **October 1, 2023 through September 30, 2024.**

**WHEREAS,** The City of Oklahoma City has, pursuant to 11 Okla. Stat. § 39-101 *et seq.*, created the City of Oklahoma City Improvement and Special Services Assessment District No. 13 (“Stockyards City BID”), upon the Petition of property owners of record of more than one-half (1/2) of the property liable for assessment in the District; and

**WHEREAS,** The City desires to provide improvements and special services which confer benefits upon property owners within the District, and which constitute a supplement to standard City services to provide higher quality of maintenance in the District, and to provide other special services that will enhance the vitality and quality of the Stockyards City area; and

**WHEREAS,** Stockyards City Main Street, Inc. (“Stockyards City”), is a private non-profit business association formed for the purpose of promoting and improving businesses in the Stockyards City area; and

**WHEREAS,** it is in the best interest of the City to contract with Stockyards City, designated as a sole source provider by resolution for certain services to be performed in the Stockyards City business district for the period beginning October 1, 2021 and for the duration of the Stockyards City BID No. 13; and

**WHEREAS,** The City may revoke the sole source contractor status for Stockyards City’s BID services at its discretion; and

**WHEREAS,** The City and Contractor have negotiated a price for said services that is appropriate and equitable to both parties;

**NOW, THEREFORE,** for and in consideration of the terms, covenants, and conditions hereinafter set forth, the parties hereto agree as follows:

**I. DEFINITIONS**

**1.1 Agreement.** The Agreement consists of this Agreement, the attached addendum, exhibits, and attachments.

**Addendum No. 1.** Business Improvement District No. 13 Service Agreement.

Exhibit 1.1 – Legal Description

Exhibit 1.2 – BID Map

Attachment A – Request for Payment form

Attachment B – BID Budget

Attachment C – Certificate of Nondiscrimination

Attachment D – Anti-collusion Affidavit

Attachment E – Business Relationship Affidavit

Attachment F – Certificate of Insurance

**1.2 The City.** The City is the City of Oklahoma City.

**1.3 The Contractor.** The Contractor is Stockyards City Main Street, Inc.

- 1.4 The Contract Manager.** The Contract Manager is the person designated on behalf of the City to oversee the implementation of the terms of this contract and to coordinate the performance of said Services with the Contractor.
- 1.5 The BID Committee.** The Stockyards City Board of Directors shall have a BID Committee comprised of BID property owners, members of the Stockyards Board and staff that will oversee the day-to-day operations of the BID.
- 1.6 The District Manager.** The District Manager is the person designated by Stockyards City to work with the BID Committee to oversee the Services to be performed under the terms of this Agreement, and to coordinate the performance of said Services with the Contract Manager.
- 1.7 The District.** The District is the Stockyards City BID, an improvement and special services assessment district of the City of Oklahoma City for the purpose of addressing and providing Services on a comprehensive basis and is described to be all property lying within the Stockyards City BID, more particularly described in the attached addendum.
- 1.8 The City Manager.** The City Manager shall mean the City Manager of the City of Oklahoma City.
- 1.9 Subcontractor.** A Subcontractor is a person or entity that has a direct agreement with Contractor to perform some or a portion of Services described in the Contract Documents. The term Subcontractor is referred to throughout the Contract Documents as if singular in number and masculine in gender and means the Subcontractor and his or her authorized representative(s).
- 1.10 The Services.** The Services consist of those Services specified in the attached addendum. The Services include all labor and general and administrative costs necessary to produce such management, promotional, maintenance, monitoring, operation, cleaning and services, and all materials and equipment incorporated in such management, maintenance, monitoring, operation, cleaning and services, in accordance with the attached addendum.

## **II. COMPENSATION**

Any fee, whether estimated or firm, shall not be exceeded without prior written authorization from the City. Payment will be rendered as defined in Addendum No. 1.

## **III. TERM**

The term of this Agreement shall be from **October 1, 2023 to and including September 30, 2024.**

## IV. GENERAL PROVISIONS

- 4.1 Assigning the Agreement.** The Contractor shall not assign this Agreement or any portion of the Agreement without approval of The City. Any and all Subcontractors retained to accomplish this Agreement shall be disclosed to The City. The Subletting of Services by the Contractors shall not make The City a party of such subcontract or subject The City to liability of any kind to any Subcontractor. No subcontract shall under any circumstances relieve the Contractor or its surety of its liability and obligations under this Agreement; all transactions will be made through the Contractor. Subcontractors will be recognized and dealt with only as workers and representatives of the Contractor.
- 4.2 Breach of Agreement.** All terms, conditions, and specifications of this Agreement shall be considered material and failure to perform any Part of this Agreement or the failure to perform any of the Services in accordance with the Specifications shall be considered a breach of this Agreement. Should the Contractor fail to remedy any breach within thirty (30) days after written notification by The City to the Contractor of such breach, The City may, at its option and in addition to any other remedies available to it under law, terminate this Agreement.
- 4.3 Agreement Administration.** The City hereby designates the City Manager or his designee (“Contract Manager”) to administer this Agreement on behalf of The City. The Contractor shall designate to a District Manager the responsibility to perform the administrative, supervisory, management and performance monitoring tasks for the Contractor under this Agreement. The District Manager shall be responsible for the oversight and supervision of Subcontractors.
- 4.4 Interpretation of Agreement.** If there is doubt as to the true meaning of any part of this Agreement or the addendum(s) attached hereto, a request for interpretation from the Contractor may be made by the Contractor’s Authorized Representative to The City’s Authorized Representative. Any interpretation will be made only by an addendum to this Agreement duly executed by The City and the Contractor.
- 4.5 Contractor’s Representation.** The Contractor represents that it is generally familiar with all applicable streets, alleys, sidewalks and other public areas within the legal description of the Business Improvement District (BID); this Agreement, and all other relevant documents; and that the Contractor is informed concerning the requirements of the Agreement, and the general physical conditions to be encountered in the work, and the character, quality, and the quantity of the Services to be performed.
- The Contractor will not be entitled to additional compensation if it subsequently finds that conditions require methods or equipment other than that anticipated by it when executing this Agreement
- 4.6 Right of Ownership.** All public facilities and equipment owned by The City within the Stockyards City BID shall remain property of The City, and such property cannot be disposed of or altered by the Contractor without the express written consent of The City, provided this shall not prevent the routine maintenance and replacement of landscaping and mechanical fixtures, which functions are specifically authorized by this Agreement.
- 4.7 Non-discrimination.** In connection with the performance of this Agreement, the Contractor agrees as follows:
- 4.7.1.1 The Contractor shall not discriminate against any employee or applicant for employment because of age, race, creed, color, sex, gender, sexual orientation, national origin, ancestry, or disability as defined by the Americans with

Disabilities Act of 1990, Section 3(2). Contractor shall take affirmative action to ensure that employees or applicants for employment are treated without regard to their age, race, creed, color, national origin, sex, ancestry or disability as defined by the Americans with Disabilities Act of 1990, Section 3 (2). Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, layoff, termination or cancellation, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Contractor shall agree to post, in conspicuous places, available to employees and applicants for employment, notices provided by the City Clerk of the City of Oklahoma City setting forth provisions of § 25-41 of the Oklahoma City Municipal Code, 2010.

- 4.7.1.2 The Contractor agrees to comply with all applicable provisions of the “Oklahoma Taxpayer and Citizen Protection Act of 2007,” (Act) codified in part at 25 O.S. §§ 1312 and 1313.
- 4.7.1.3 In the event of Contractor’s noncompliance with the nondiscrimination clause or the immigration requirements set forth in subparagraph (a) and (b) above, this Contract may be suspended, canceled, or terminated by the City. The City may declare The Contractor ineligible for further contracts or agreements until compliance, and/or satisfactory proof of intent to comply shall be made by the Contractor.
- 4.7.1.4 The Contractor agrees to include the nondiscrimination clause in any subcontracts connected with the performance of this Contract.
- 4.7.1.5 The Contractor agrees to sign the City’s Nondiscrimination Statement **Attachment “C”**.

**4.8 Laws to be Observed.** Contractor at all times shall observe and comply with all Federal and State laws, local laws, ordinances, and regulations of the Federal, State, or City governments. The execution of this Agreement shall be considered as a representation that the Contractor is familiar with all Federal, State, and local laws, or ordinances and regulations which affect those engaged or employed in the work, or equipment used in the performance of, or which in any way affects the conduct of the Services, and no pleas of misunderstanding will be considered on account of ignorance thereof.

**4.9 Permits.** Before proceeding with the Services hereunder, the Contractor shall obtain and pay for any necessary permits and licenses, whether Federal, State, or local.

**4.10 Taxes.** The Contractor shall pay all Federal, State and local taxes that may be chargeable against the performance of this Agreement.

**4.11 Insurance.** Required insurance shall be carried and maintained throughout the term of this Agreement, and certificates of insurance shall contain a provision by the insurer(s) to the effect that the policy(s) may not be canceled, fail to be renewed, nor the limits decreased by endorsement without thirty (30) days prior written notice to The City and any participating public trust.

- 4.11.1 During the term of this Agreement, the Contractor shall provide, pay for, and maintain with companies satisfactory to The City the types of insurance described herein.

All insurance shall be from responsible insurance companies eligible to do business in the state of Oklahoma.

All liability policies shall provide that The City is named an additional insured as to the operations of the Contractor under this Agreement and shall also

provide the following Severability of Interest Provision:

With respect to claims involving any insured hereunder, except with respect to limits of insurance, each such interest shall be deemed separate from any and all other interest herein and coverage shall apply as though each such interest was separately insured.

The insurance coverage and limits required under this agreement must be evidenced by properly executed certificates of insurance on the forms furnished by The City. The certificate must be signed by the authorized representative of the insurance company(s) shown in the certificate with proof that he/she is an authorized representative thereof. In addition, certified, true and exact copies of all insurance policies required shall be provided to The City a timely basis if requested by The City. The required policies of insurance shall be performable in Oklahoma City, Oklahoma, and shall be construed in accordance with the laws of Oklahoma.

No less than thirty (30) days prior written notice by registered or certified mail shall be given to The City of any cancellation, intent not to renew, or reduction in the policies' coverage except in the application of the aggregate limits provisions. In the event of a reduction in any aggregate limit, the Contractor shall immediately notify The City and shall make reasonable efforts to have the full amount of the limits appearing on the certificate reinstated. If at any time The City requests a written statement from the insurance company(s) as to any impairments to the aggregate limit, the Contractor hereby agrees to promptly authorize and have delivered to The City such statement. The Contractor authorizes The City to confirm all information so furnished as to the Contractor's compliance with its insurance requirements with the Contractor's insurance agents, brokers, surety, and insurance carriers. All insurance coverage of the Contractor shall be primary to any insurance or self-insurance program carried by The City.

- 4.11.2 No work shall commence under this Agreement unless and until the required certificates of insurance are provided and in effect.
- 4.11.3 The insurance coverage and limits required of the Contractor under this Agreement are designed to meet the minimum requirements of The City. Such coverage and limits are not designed as a recommended insurance program for the Contractor. The Contractor alone shall be responsible for the sufficiency of its own insurance program. Should the Contractor have any question concerning its exposures to loss under this Agreement or the possible insurance coverage needed therefore, the Contractor should seek professional assistance.
- 4.11.4 The Contractor shall provide to The City evidence of the following insurance requirements as set forth herein:
  - 1. Worker's Compensation. The Contractor shall maintain, during the term of this Agreement, worker's compensation insurance as prescribed by the laws of the state of Oklahoma.
  - 2. Commercial general liability insurance. The Contractor shall maintain during the term of this Agreement sufficient commercial general liability Insurance to protect the Contractor and any additional insured(s) from claims for bodily injury, including death, as well as from claims from property damages or loss, which may arise from activities, omissions and operations under this Agreement, whether such activities, omissions and operations be by the Contractor or by any subcontractor or by anyone

directly or indirectly employed by or acting on behalf of or to the benefit of them. The amounts of such insurance shall be not less than The City's maximum liability under the Governmental Tort Claims Act, 51 O.S. § 151 et seq., as amended from time to time and currently are:

- a. Property damage liability in an amount not less than Twenty-Five Thousand Dollars (\$25,000.00) per claimant for loss, damage to or destruction of property, including but not limited to consequential damages arising out of a single accident or occurrence.
  - b. All other liability in an amount not less than One Hundred Seventy-Five Thousand Dollars (\$175,000.00) per claimant for claims including death, personal injury, and all other claims arising out of a single accident or occurrence.
  - c. Single occurrence or accident liability in an amount not less than One Million Dollars (\$1,000,000.00) for any number of claims arising out of a single accident or occurrence.
3. Automobile liability insurance shall be maintained by the Contractor as to the ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles, with limits of not less than:

Bodily injury liability	\$175,000	Limit each person
	\$1,000,000	Limit each accident
Property damage liability	\$25,000	Limit each accident
<b>or</b>		
Bodily injury and		
Property damage liability	\$1,000,000	Combined single limit each accident

Any lapse of insurance coverage is declared a breach of this Agreement. The City may, at its option, suspend this Agreement until there is full compliance with this paragraph "**Insurance**" or terminate this Agreement for nonperformance.

**4.12 Contractor Liability.** The Contractor shall assume full liability for any damages to any public property or private property that is due to the negligence of the Contractor, its Subcontractors, agents, permittees or assigns in the performance of this Agreement.

**4.13 Personal Liability of Public Officials.** No officer or employee of The City or nor any other agent of The City, shall be personally responsible for any liability arising under or growing out of the Services, or operations of the Contractor, under the terms of this Agreement.

**4.14 Contractor to Indemnify the City.** To the fullest extent permitted by law, the Contractor agrees to release, defend, indemnify and save harmless the City and its officers, agents and employees, from and against any and all loss of or damage to property, injuries to or death of any person or persons and/or all claims, damages, suits, costs, expenses, liability, actions or proceedings of any kind or nature whatsoever, including, without limitation, Worker's Compensation claims of or by anyone whomever, in any way resulting from or arising out of the Contractor's negligent acts, operations, errors and/or omissions under or in connection with this Agreement and the parties for whom either entity is legally responsible. The Contractor shall promptly advise the City in writing, of any action, administrative or legal proceeding or investigation as to which this

indemnification may apply, and the Contractor, at its expense, shall assume the defense of the City with counsel satisfactory to the City. This section shall survive the expiration of this Agreement. Provided, however, the Contractor need not release, defend, indemnify or save harmless the City or its officers, agents and employees, from damages or injuries resulting from the negligence of the City, its officers, agents or employees. It is understood that this indemnity and hold harmless provision is not limited by the insurance required under the provisions hereof.

- 4.15 Payments.** The City shall make payment for all Services to the Contractor monthly upon receipt of approved claims made by Contractor in accordance with law and directed to the attention of the City Representative. Final payment will not be made until a Request for Payment is received by The City from the Contractor.

The City reserves the right to examine or audit all documents supporting expenditures, invoices and Requests for Reimbursement, at any time and shall provide five days written notice of such request whenever possible or practical, but notice is not required. This right shall not expire upon termination of this Agreement.

Upon verification by the City Representative that the monthly reports are current, and invoices for Services complete and accurate, The City will process payment to the Contractor.

The Contractor warrants that title to all work, materials, and equipment covered by the invoice for payment will pass to The City, either by incorporation in construction or upon receipt of payment by the Contractor, whichever occurs first, free and clear of all liens, claims, security interests or encumbrances and that no work, materials or equipment covered by the invoice for payment will have been acquired by the Contractor or by any other person performing the work at the site or furnishing materials and equipment for the Services, subject to an agreement under which an interest therein or any encumbrances thereon is retained by the seller or otherwise imposed by the Contractor or other such persons.

- 4.16 Equipment.** The Contractor shall at all times maintain its equipment in a clean, serviceable condition. All vehicular equipment shall be properly licensed and inspected and clearly marked with the Owner's name. The continued use of unserviceable and improper equipment shall be considered a breach of this Agreement.

- 4.17 Certificate of Insurance.** Contractor shall submit and deliver to The City with this Agreement all bonds and certificates of insurance, which are required by this Agreement and/or the Specifications or by law. If the Municipal Counselor of The City shall find that said bonds or certificates of insurance fail to comply with the requirements of this Agreement or the Specifications, Contractor shall obtain additional endorsement or changes in coverage and any other instruments necessary to comply therewith.

- 4.18 Whole Agreement.** This Agreement together with the Contract Budget and the Specifications constitute the entire agreement between the parties hereto. No change or variation from the terms and conditions of this Agreement may be made except by written instrument duly executed by both parties and Contractor shall not be entitled to claim extras of any kind or nature.

- 4.19 Exhibits.** Exhibits 1.1 through 1.2 are attached hereto and incorporated by reference herein.

- 4.20 Notices.** Whenever notice is required or otherwise given pursuant to this Agreement, it shall be given in writing and either hand-delivered, faxed, or sent by registered or certified U.S. mail, postage prepaid, return receipt requested. Any such notice or other written communication shall be deemed received by the party to whom it is sent (a) on

the date it is received, if hand-delivered or faxed, and (b) in the case of registered or certified mail, the earlier of the date receipt is acknowledged on the return receipt or five (5) business days after the date of deposit with the United States Post Office.

For purposes of notices or other written communications, the following addresses shall be used, and may be changed from time to time upon written notice:

**If to the City:**

City of Oklahoma City  
Attn: Craig Freeman, City Manager  
200 N. Walker  
Oklahoma City, OK 73102  
Phone (405) 297-2345  
FAX (405) 297-2570

**If to the Contract Manager:**

City of Oklahoma City  
Planning Department  
Attn: Kim Cooper-Hart  
420 W. Main St, 9<sup>th</sup> Floor  
Oklahoma City, OK 73102  
Phone (405) 297-2900  
FAX (405) 316-2900

**If to the Contractor:**

Stockyards City Main Street  
PO Box 82446  
Oklahoma City, OK 73148  
Phone (405) 235-7267

**4.21 Independent Contractor.** It is expressly understood and agreed that the Contractor shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of The City; that Contractor shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officer, agents, employees, and Subcontractors; that the doctrine of respondeat superior shall not apply as between The City and the Contractor, its officers, agents, employees, and Subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between The City and the Contractor. No person performing any of the work and Services described hereunder shall be considered an officer, agent, servant, or employee of The City.

**4.22 Miscellaneous.** This Agreement shall be construed and interpreted in accordance with the laws of the State. The venue and forum for any legal action to enforce or interpret any of the terms of this Agreement shall be the District Court of Oklahoma County. No change or variation from the terms and conditions of this Agreement may be made except by written instrument duly executed by both parties. This Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof, superseding all negotiations, prior discussions and preliminary agreements.

The terms of this Agreement shall supersede any previously dated Agreements between the Parties.

**4.23 Time of the Essence.** Time is of the essence of this Agreement.

**4.24 Date.** The date of this Agreement shall be the date it is executed by the City.

APPROVED by Stockyards City Main Street, Inc., this 17<sup>th</sup> day of August, 2023.

**Stockyards City Main Street, Inc.**

By: 

Debbie Harrison, Executive Director  
(Print Name and Title of Person who Signed)

**STOCKYARDS CITY MAIN STREET, INC.,  
EXECUTIVE OFFICER WITNESS**

**IN WITNESS WHEREOF**, this Contract was signed and approved on behalf of the  
Stockyards City Main Street, Inc., this 17<sup>th</sup> day of August, 2023:

**Stockyards City Main Street, Inc,  
Executive Officer**

By: 

Kelli R. Payne Vice-President  
(Print Name and Title of Person who Signed)

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement in multiple copies on the dates set forth below.

**DATED** this 26TH day of SEPTEMBER 2023.

**ATTEST:**

*Amy K Simpson*  
\_\_\_\_\_  
City Clerk



**THE CITY OF OKLAHOMA CITY**

*David Holt*  
\_\_\_\_\_  
Mayor

**REVIEWED** for form and legality.

*[Signature]*  
\_\_\_\_\_  
Assistant Municipal Counselor

## **ADDENDUM NO. 1**

### **STOCKYARDS CITY BUSINESS IMPROVEMENT DISTRICT NO. 13 SERVICE AGREEMENT**

The Business Improvement District (BID) Services described herein are intended to create a consistent level of cleanliness throughout the District and to improve the visual appearance and image of the District; said District more particularly described in attached in Exhibits 1.1 and 1.2.

#### **I. DEFINITIONS**

**1.1 Stockyards City Business Improvement District (BID) No. 13.** An improvement and special services assessment district in and around the intersection of Agnew and Exchange Avenues, an area commonly known as Stockyards City, created by City ordinance pursuant to 11 Okla. Stat. § 39-101 et seq., which was defined for the purpose of addressing and providing services on a comprehensive basis, and is described to be all property lying within the Stockyards City BID, more particularly described in Exhibit 1.1 – Legal Description, and Exhibit 1.2 – BID Map, attached hereto.

**1.2 BID Assessment Funds.** BID assessments are charged to ratepayers annually and assessment funds collected are placed in the following categories:

**1.2.1 District Wide Assessments.** To be used for services or purchases that either directly or indirectly benefit all ratepayers in the entire District.

#### **II. GENERAL PROVISIONS**

**2.1 BID Services.** The Business Improvement District (BID) Services described herein are intended to create a supplement to standard City services to provide a higher quality of maintenance in the District and to provide other special benefits and services to enhance the vitality and quality of the District. The BID Services are not intended to eliminate or reduce the level of any service customarily provided by the City or other municipal agency to any similar geographic area because such area is subject to a BID, unless such reduction in service is part of a City-wide pro rata reduction in services necessitated by fiscal considerations or budgetary priorities.

**2.2 BID Expenditures and Income Account.** The Contractor should maintain a separate account to manage all expenditures and reimbursements associated with providing the Services as described here.

**2.3 Ownership of Public Improvements Purchased by Contractor.** Any improvement installed or constructed by Contractor under the terms of this Addendum No. 1 shall become the property of the City and/or the Authority but shall be maintained by the Contractor throughout the Term. BID assessment funds shall be used to pay for any loss of or damage to BID purchased property up to ten thousand dollars (\$10,000) and The City or the Authority shall pay for any loss in excess of ten thousand dollars (\$10,000).

**2.3 Contractor's Notification to Planning and Public Works.** Contractor shall request and gain the approval from the City's Planning and Public Works Directors prior to the manufacture, purchase or installation of any improvement, including signs to be installed or affixed in the public right of way.

**2.5 Disposal of Debris.** All dirt, debris and other matter collected by Contractor during and after all maintenance operations shall be disposed in an approved manner in accordance with applicable City, State, and Federal codes.

**2.6 Board Roster.** The Contractor shall provide a list of its Officers and Board Members to the City at the commencement of this Agreement.

### **III. BID SERVICES**

The specified services shall be provided in accordance with the BID Budget, attached hereto as **Attachment "B"**. Contractor agrees to provide the following, to wit:

#### **3.1 Management and Administration**

3.1.1 Management of Improvement District Services. The Stockyards City organization shall:

- Supervise and monitor routine pedestrian system maintenance, cleaning, sweeping, litter removal and general upkeep.
- Supervise, oversee, and monitor sidewalk cleaning activities and Subcontractors.
- Supervise, oversee, and monitor the grounds-keeping, maintenance, and cleaning of the "Headin' to Market" statue; Centennial Clock; Stockyards City Archway; historical markers, and the subcontractors responsible for these activities.
- Schedule and coordinate District activities to minimize conflicts with vehicular and pedestrian special events and disruption with office and retail business operations.
- Coordinate the implementation and supervision of any capital improvement or replacement projects undertaken by the District.

3.1.2 District Ombudsman/Public Information. The Stockyards organization shall:

- Function as the information/complaint center for all District concerns.
- Assist City in briefing developers and property owners of planned, proposed or conceptual ideas for the District that could be incorporated into private development activities, such as plazas, landscaping, and street furniture.

3.1.3. Administration of the Improvement District Assessment Roll. The Stockyards City organization shall:

- Respond to property owner inquiries and produce supplemental information documents as necessary to respond to property owner inquires.
- Assist the City in the preparation of assessment formulas, program evaluation, processing and recommendations regarding changes in the District Assessment procedures.

3.1.4 District Planning Assistance. The Stockyards City organization shall:

- Provide assistance to the City in its planning efforts, planning proposals and projects in the District.

#### **3.2 Marketing and Events**

3.2.1. Management of Marketing and Events. The Stockyards City organization shall:

- Develop and coordinate an enduring positive image for the District, designed to enhance Stockyard City's image and appearance.

- Design and produce marketing materials to position the District as a prime location for businesses, investors and developers, and special events.
  - Coordinate and supervise the installation of banners and special event lighting to promote events, seasons, or themes, both on street lamps and/or across the street, through a Subcontractor or, depending on the event and sponsorship, the City.
  - Supervise, monitor, and schedule special events within the District.
- 3.2.2 Special Events: The Stockyards City organization shall be the coordinator for District special events and shall ensure City requirements (e.g., obtaining special event permits and street closings) are met.

### **3.3 Beautification and Maintenance**

- 3.3.1 Management of Beautification and Maintenance: The Stockyards City organization shall perform routine pedestrian system maintenance, cleaning, sweeping, litter removal and general upkeep.
- 3.3.2 Monthly Area Maintenance: The Stockyards City organization shall provide District-wide maintenance on the following streets: SW Agnew from the Oklahoma River to SW 15th Street; and Exchange Avenue from the Oklahoma National Stockyards Gate to Pennsylvania Avenue. This includes sidewalk sweeping, parking/gutter/curb sweeping, grass cutting, weed-eating and spraying (summer months), trash removal, de-icing/snow shoveling (winter months).
- 3.3.3 Monument Maintenance: The Stockyards City organization shall monitor and maintain monuments and monument sites to keep them free of graffiti and litter at all times and shall provide upkeep to maintain the quality of the monuments on an as needed basis. Monuments and sites maintained under this agreement include the Headin' to Market statue, Centennial Clock, historical markers, and the Stockyards City Archway.
- 3.3.4 Maintenance Items: The Stockyards City organization shall maintain and restock as necessary the inventory of replacement items needed for the maintenance program.

## **IV. REPORTS AND ACCOUNTING**

In order to keep the Authority informed of the BID management progress and accomplishments, the Contractor, shall prepare and submit the following written reports to the Contract Manager.

### **4.1 Monthly Reports.** Shall be prepared and submitted as follows:

- 4.1.1 A **Request for Payment** (RFP) shall be made by the first Tuesday of the following month in the format exemplified in **Attachment "A"**. Each RFP must include supporting invoices to address the summarized expenditures. Mileage reports shall be completed to document any travel claims.

### **4.2 Quarterly Reports.** Quarterly Reports shall be submitted to the city Contract Manager two weeks after the end of the quarter. For the purpose of this Agreement the dates for the Quarterly Reports are: January 15, April 15, July 15, and October 15. The Quarterly Report shall include the following elements:

- 4.2.1 A narrative summary of activities conducted under "BID Services" above. The report shall include quantitative information which substantiates progress toward accomplishing each BID objective; the total fees and expenses incurred for the BID during the reporting period; and anticipated activities for the upcoming quarter.

- 4.2.2 If staff are billed on a monthly or quarterly basis, include the amount billed for Staff time devoted to Agreement-related business and a list of the services provided for the month/quarter.
- 4.2.3 A copy of any publication, advertisement, or other work product and of the program for any seminar or meeting funded in whole or in part under this Agreement.
- 4.2.4 Any other information the Contractor feels is necessary to fully inform the Authority on the Services and the BID's current status or as reasonably requested by the Contract Manager.

**4.3 Final Report.** The Final Report shall be submitted to the Contract Manager within sixty (60) days after the end of the fourth quarter. The final report shall illustrate an annual summary of the BID's activities for the year and contain the following elements:

- 4.3.1 The final written report and an oral summary shall also be presented at a year-end BID advisory Board Meeting. The Final Report is to detail the year's accomplishments for each BID Service and each Section thereof; document the expenditure of funds from the BID; and compare actual accomplishments with the stated goals and objective, and outline plans and projections for each BID Service for the next contract year.

## **V. COMPENSATION**

### **5.1 Reimbursement of Funds for Direct Expenditures.**

- 5.1.1 Authority agrees to reimburse Contractor monthly, during the term of this Agreement, within thirty (30) days of submission from Contractor of a Request for Payment and copies of all invoice(s) for the direct Services listed in Section 1 above which have been provided in the preceding month.
- 5.1.2 This contract authorizes expenditures up to **\$147,353.00** contingent upon collection of 100% of assessments for the upcoming year plus past receivables. See budget in **Attachment "B"**.

### **5.2 Restrictions or Limitations.**

- 5.2.1 Compensation is subject to the availability and appropriation of adequate and sufficient funds by Authority from assessments or other sources to pay for the Services for the term of this Agreement.
- 5.2.2 If The City experiences an inadequacy of funding for necessary payments under this Agreement, the General Manager may reasonably reduce the Services and related compensation otherwise to be provided under this Agreement; however, such reduction in compensation shall take into account existing financial obligations to third parties incurred by Contractor in contemplation of this Agreement extending until the end of this Agreement, and further, such reduction in services shall not alter the obligation of the City to provide services to the District. General Manager shall provide such notice of reduction in Services to Contractor at least thirty (30) days in advance.
- 5.2.3 **Budget Category Overruns.** If in the course of this agreement the Contractor cannot provide service per the line item budget categories identified in **Attachment**

“B” and additional funds are available from other line item budget categories, the surplus may be transferred to deficient line item budget categories with the following approvals:

- i. Over 5% and up to 15% - may be approved by the Contract Manager
- ii. Over 15% and up to 25% - may be approved by the Division Director supervising the Contract Manager
- iii. Over 25% - may be approved by the General Manager

5.2.4 This Addendum is subject to the continued existence of the Stockyards City BID. In the event the Stockyards City BID shall cease to exist, or in the event the assessment roll is not approved or is invalidated by a court of competent jurisdiction, or in the event adequate and sufficient funds are not appropriated by The City during the term of this Agreement to pay for the Services as herein set forth, then this Agreement will terminate and be of no further force or effect. Under no circumstances, shall Authority’s liability exceed the funds duly appropriated by The City for this Agreement.

**EXHIBIT 1.1  
LEGAL DESCRIPTION**

**Stockyards City Business Improvement and Special Services Assessment District**

Lots 1 through 12 plus a tract beginning at the southeast corner of lot 1 thence south 20 feet thence west 140 feet thence north 20 feet thence east 140 feet to the point of beginning, all in Block 1;

Lots 10 through 19 plus the west 53 feet of lots 20 and 21, all in Block 2;

Lots 1 through 11 plus a tract adjacent lot 11 on the north being 20 feet north and south by 140 feet east and west plus a tract beginning 20 feet south and 30 feet west of the southwest corner of block 6 thence west 240 feet thence north 700 feet thence east 240 feet thence south 700 feet to the point of beginning, all in Block 6;

Lots 10 through 24, all in Block 7;

Lots 20 through 28 plus 10 feet of the vacated alley adjacent lots 20 through 23 on the north, all in Block 8;

Lots 15 through 28, all in Block 9;

Lots 18 through 40, all in Block 10;

Lots 1 through 11, all in Block 11;

Lots 1 through 19 plus the west 112 feet of lots 19 and 20, all in Block 12;

Lots 1 through 14, all in Block 13;

Lots 1 through 28, all in Block 14;

Lots 1 through 22, all in Block 15;

Lots 1 through 12, all in Block 16;

Lots 10 through 21, all in Block 17;

Lots 1 through 12, all in Block 21, and

Lots 10 through 21, Block 22, all in Stockyards Addition to the City of Oklahoma City, according to the recorded plat thereof, AND

Lots 6 through 8, Block 100;

Lots 1 through 10 plus lots 13 through 22, Block 101;

Lots 1 through 5 plus a tract lying between block 105 and block 110, Block 105;

Lots 11 through 15 plus a tract lying between block 106 and block 111, Block 106, Lots 1 through 5, Block 110 and the west 5 feet of lot 8 plus all lots 9 through 15, Block 111, all in Stockyards Fourth Addition to the City of Oklahoma City according to the recorded plat thereof, AND

Lots 10 through 15, Block 26; the east 128 feet of lots 1 and 2 plus beginning 50 feet south of the northeast corner of Block 30 thence west 128 feet southeasterly to a point 50 feet south of the northeast corner of Lot 3 thence north to the point of beginning, Block 30, all in Stockyards Second Addition to the City of Oklahoma City according to the recorded plat thereof, AND

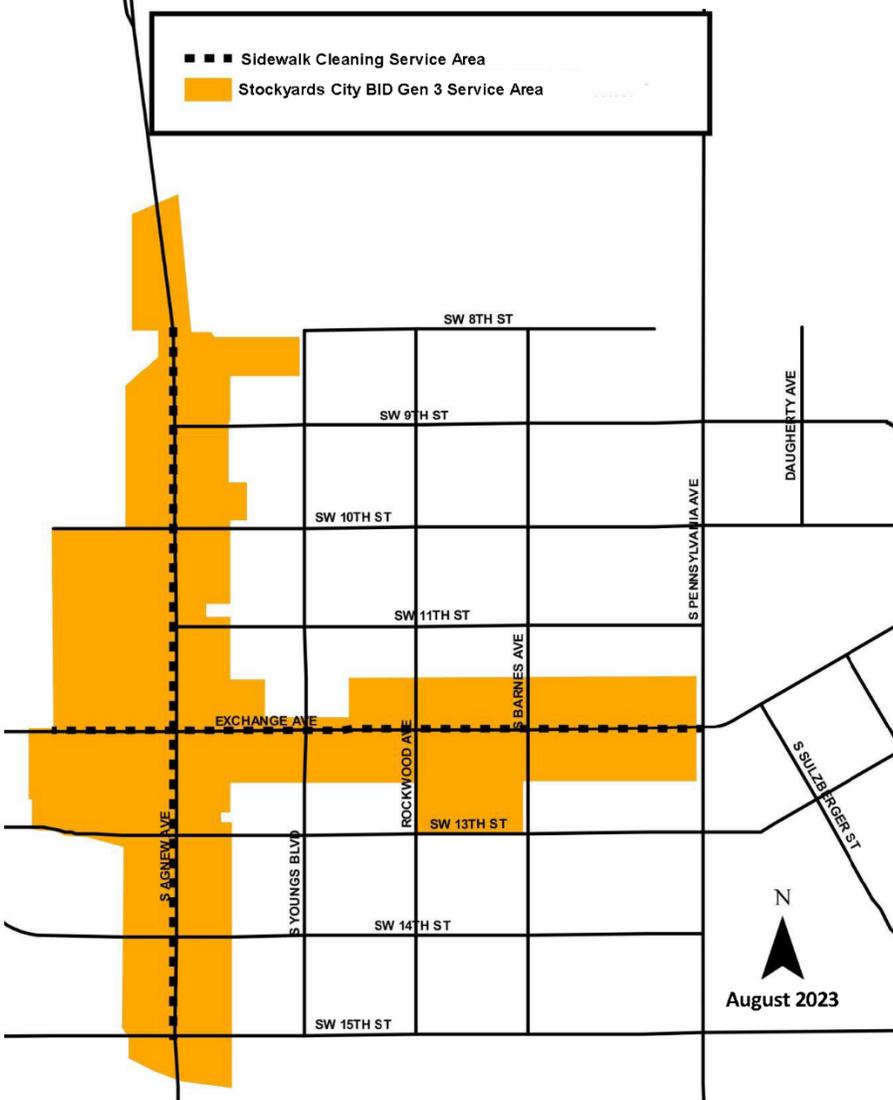
An unplatted part of Section 6, Township 11 North, Range 3 West in Oklahoma County, Oklahoma, described as: Beginning at a point 783 feet north and 3,055.7 feet east of the southwest corner of Section 6, thence west 330 feet, thence north 330 feet, thence east 330 feet, thence south 330 feet to the point of beginning, LESS a triangular tract in the southwest corner being 28.93 feet on the west and 232.09 feet on the northerly side and 229.85 feet on the south, PLUS

The east 11.06 feet of Lot 3, Block 3, Stockyards Industrial Addition to the City of Oklahoma City, according to the recorded plat thereof.

#####

EXHIBIT 1.2

STOCKYARDS CITY  
BUSINESS IMPROVEMENT DISTRICT GEN3



**ATTACHMENT “A”  
REQUEST FOR PAYMENT FORM**

<b>STOCKYARDS CITY</b>		<b>Business Improvement District</b>	
Contract Year:	Gen3 Year 3 FY24	Invoice #	
Contract Period:	10/1/2023 - 9/30/2024	Invoice Date	
		Vendor #	3416
		<b>Remit Payment to:</b>	
		Stockyards City Main Street	
		PO Box 82446	
		Oklahoma City, Oklahoma 73148	
Month/Year to be reimbursed	Description	Amount	
Oct-23	Administration	\$0.00	
Oct-23	Maintenance/ Beautification	\$0.00	
Oct-23	Marketing	\$0.00	
		Total Expenses	\$0.00
		<b>Total Requested</b>	<b>\$0.00</b>
<p><i>On behalf of the Stockyards City BID, I, the undersigned, request payment of the following claims submitted in accordance with the provisions of the agency's Professional Services Agreements with the City of Oklahoma City.</i></p>			
<b>Stockyards City Authorized Signature</b>			
<p><b>Submit invoices to:</b> Donna Cervantes at donna.cervantes@okc.gov or mail to The City of Oklahoma City, Planning Department, 420 W. Main, 9th Floor, Oklahoma City, OK 73102, ATT: D. Cervantes</p>			
<b>For City of Oklahoma City use only:</b>			
Payment Authorized by:			

**ATTACHMENT “B”  
BID BUDGET**

<b>Exhibit 1.4</b>			
<b>Stockyards City</b>			
<b>Business Improvement District</b>			
<b>Generation 3</b>			
<b>BUDGET</b>			
<b>October 1, 2023 - September 30, 2024</b>			
<b><u>Revenue</u></b>			
Estimated Revenue from Assessments Year 3 2023-24			\$105,102.35
Carryover from Yr 2 2022-2023 (projected):			\$0.00
<b>Sub Total:</b>			\$105,102.35
Receivables thru Yr 22-23 (inc. Gen1 & Gen2) see Note 1			\$42,250.65
<b>Total Potential Revenue</b>			<b>\$147,353.00</b>
<b><u>Expense</u></b>			
<b>Operational Budget</b>		<b>Percent</b>	
Administration		36%	\$37,800.00
Maintenance		20%	\$21,000.00
Marketing		30%	\$31,600.00
City Noticing		5%	\$5,243.14
<b>Budgeted Expenses</b>			91% \$95,643.14
Contingency (see Note 2 below)		9%	\$9,459.21
Unallocated (Includes Receivables from Gen1 & Gen2) see Note 1 below			\$42,250.65
<b>Total Potential Expense</b>			<b>\$147,353.00</b>
<b>Note 1:</b>			
Unallocated funds cannot be spent until collected. Once collected, funds may be allocated to appropriate expense lines as needed with approval from the City Program Manager.			
<b>Note 2:</b>			
Subject to availability and appropriation of sufficient funds by City from assessments or other sources to pay for Services for the term of this Agreement.			

**ATTACHMENT "C"**  
**CERTIFICATE OF NONDISCRIMINATION**

**THE CITY OF OKLAHOMA CITY**

**CERTIFICATE OF NONDISCRIMINATION**

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

- A. The Contractor agrees, in connection with performing work under this Agreement with the City of Oklahoma City or its public trusts:
- B. That the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, gender, national origin, age, familial status genetic information or disability as defined by the Americans with Disabilities Act of 1990, §3(2). The subrecipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sexual orientation, gender identity or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- C. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, sex, gender, national origin, age, familial status genetic information or disability.
- D. The Contractor agrees to include this non-discrimination clause in any subcontracts connected with performing City trust agreement(s)/contract(s).
- E. In the event of the Contractor's non-compliance with the above non-discrimination clause, this agreement may be canceled or terminated by the City. The contractor may be declared by the City and or its Trusts ineligible for further agreement (s)/contract(s) with the City/Trust until satisfactory proof of intent to comply is made by the contractor.

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

Stockyards City Main Street, Inc.  
Name of Individual, Partnership, Limited Liability  
Company, or Corporation hereinafter called Bidder

*Phil E. Leub*

Signature of Bidder or Authorized Agent

David E. Lenham, President

Type or print name and title of person who signed above

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

**ATTACHMENT "D"**  
**ANTICOLLUSION AFFIDAVIT**

**THE CITY OF OKLAHOMA CITY**  
**ANTICOLLUSION AFFIDAVIT**

The following Affidavit is submitted by the Bidder as a part of this Bid:

The undersigned Bidder, of lawful age, being duly sworn, upon his oath affirms and says: That Bidder has the lawful authority to execute the within and forgoing Bid; that Bidder has not directly or indirectly entered into any agreement, express or implied, with any bidder or bidders, having for its object the controlling of price or amount of such bid or bids, the limiting of the bids or bidders, the parceling or farming out to any bidder or bidders or other persons of any part of the contract or any part of the subject matter of the bid or bids or of the profits thereof; and that the Bidder has not and will not divulge the sealed bid to any person whomsoever, except those having a partnership or other financial interest with the Bidder in said bid or bids, until and after the sealed bid or bids are opened.

The Bidder further states that the Bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any City or Trust official or employee as to quantity, quality, or price in the prospective contract, or any other terms of said prospective contract; or in any discussions between bidders and any City or Trust officials concerning exchange of money or other thing of value for special consideration in the letting of a contract; that Bidder has not paid, given, or donated or agreed to pay, give, or donate to any officer or employee of The City of Oklahoma City, or awarding agency, any money or other thing of value, either directly or indirectly, in the procuring of the award of contract pursuant to this Bid.

***This Bid will not be considered unless this form has been fully completed and signed by the Bidder, and notarized, dated and completed by the Notary Public.***

Stockyards City Main Street, Inc  
Name of Individual, Partnership, Limited Liability  
Company, or Corporation hereinafter called Bidder

David E. Lanham  
Signature of Bidder or Authorized Agent

David E. Lanham, President  
Type or print name and title of person who signed above

STATE OF Oklahoma )  
COUNTY OF Oklahoma ) §

This instrument was acknowledged before me this 29<sup>th</sup> day of August, 2023,  
by David E. Lanham as the above named BIDDER or Bidder's Authorized Agent.  
(Insert name of person signing above)

My Commission expires 11-01-26

Sarah Cain  
Notary Public

This Affidavit required by Article IX, Section 4 of the Charter of the City of Oklahoma City and the Oklahoma Competitive Bidding Act.



**ATTACHMENT "E"**  
**BUSINESS RELATIONSHIP AFFIDAVIT**  
**THE CITY OF OKLAHOMA CITY**  
**BUSINESS RELATIONSHIP AFFIDAVIT**

The following Affidavit is submitted by the Bidder, or Bidder's Authorized Agent, as a part of this Bid:

The undersigned, of lawful age, being first duly sworn on oath, affirms and says that the Bidder is fully acknowledgeable of Bidder's business relationships and associations. Bidder further states that the nature of any corporation, company, partnership, joint venture, or other business relationship presently in effect or which existed within one (1) year prior to the date of this statement between Bidder and the architect, the engineer, the Mayor or Members of the Council of The City of Oklahoma City or any Trustee of any Trust or Authority of which The City is the beneficiary and which is a party to this contract, or other party, including but not limited to any consultant or employee engaged to further the Project is as follows: None

**(IF NONE OF THE BUSINESS RELATIONSHIPS HEREINABOVE MENTIONED EXIST, BIDDER SHALL SO STATE BY WRITING THE WORD "NONE", NO, N/A" OR BY OTHERWISE INDICATING THE ABSENCE OF SUCH BUSINESS RELATIONSHIPS IN THE BLANK. IF THE ABOVE LINE IS LEFT BLANK, THE BID SHALL BE REJECTED.)**

The Bidder further states that any such business relationship presently in effect or which existed within one (1) year prior to the date of this statement between any officer, agent, employee, partner or director of the Bidder and any officer or director, agent, employee, or partner of the architectural or engineering firm, or consultant or employee engaged to further the project, or other party to the Project or any official or trustee of any public entity which is a party to the Contract for the Project is as follows: None?

**(IF NONE OF THE BUSINESS RELATIONSHIPS HEREINABOVE MENTIONED EXIST, BIDDER SHALL SO STATE BY WRITING THE WORD "NONE", NO, N/A" OR BY OTHERWISE INDICATING THE ABSENCE OF SUCH BUSINESS RELATIONSHIPS IN THE BLANK. IF THE ABOVE LINE IS LEFT BLANK, THE BID SHALL BE REJECTED.)**

Bidder also states that the names of all persons having any such business relationships and the positions held within their respective companies or firms are as follows: None

**(IF NONE OF THE BUSINESS RELATIONSHIPS HEREINABOVE MENTIONED EXIST, BIDDER SHALL SO STATE BY WRITING THE WORD "NONE", NO, N/A" OR BY OTHERWISE INDICATING THE ABSENCE OF SUCH BUSINESS RELATIONSHIPS IN THE BLANK. IF THE ABOVE LINE IS LEFT BLANK, THE BID SHALL BE REJECTED.)**

*This Bid will not be considered unless this form has been fully completed and signed by the Bidder, and notarized, dated and completed by the Notary Public.*

Stockyards City Main Street, Inc.  
 Name of Individual, Partnership, Limited Liability Company, or Corporation hereinafter called Bidder

[Signature]  
 Signature of Bidder or Authorized Agent

David E. Lanham, President  
 Type or print name and title of person who signed above

STATE OF Oklahoma }  
 COUNTY OF Oklahoma } §

This instrument was acknowledged before me this 29th day of August, 2023, by David E. Lanham as the above named BIDDER or Bidder's Authorized Agent.  
 (Insert name of person signing above)

My Commission expires 11-01-26

Sarah Cain  
 Notary Public



This Affidavit required for Public Improvement Projects by 61 Oklahoma Stat. 2091 § 109.

City Standard 12/15/00

