

**AGENDA
JENKS CITY COUNCIL
TUESDAY, OCTOBER 17, 2023, 6:00 P.M.
JENKS CITY HALL, 211 NORTH ELM**

If you require special accommodations pursuant to the Americans with Disabilities Act, please notify the City Clerk's Office at (918)299-5883 or email agendas@jenksok.org.

CALL TO ORDER

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

ANIMAL WELFARE SPOTLIGHT

CITIZEN COMMENTS

BUSINESS

Official action can only be taken on items which appear on the agenda. The City Council may adopt, approve, ratify, deny, defer, recommend, amend, strike, or continue any agenda item (except for Item 1).

1. Consideration and appropriate action relating to a request for approval of the Consent Agenda. (All matters listed under "Consent" are considered by the City Council to be routine and will be enacted by one motion. Any Councilor may, however, remove an item from the Consent Agenda by request. A motion to adopt the Consent Agenda is non-debatable.)
 - A. Approve minutes of the regular meeting held on September 19, 2023 pg. 4
 - B. Approve Encumbrances and Expenditures pg. 7
 - C. Monthly Reports pg. 80
 - D. Approve Resolution 818, a Resolution directing filing and notification of the publication of the 2023 printed supplement to the Jenks City Code pg. 86
 - E. Note in the minutes Oklahoma Department of Environmental Quality (DEQ) Permit Number WL000072230617 for the construction of 3,445 linear feet of eight (8) inch PVC potable water line and all appurtenances to serve the Eighteen Acres Ranch, Tulsa County, Oklahoma. pg. 87
 - F. Approve request by Tulsa Runners & Jenks XC Booster Club to use Jenks streets from 7:00 a.m. until 11:00 a.m. on November 04, 2023, for the "Jenks Half Marathon." [Luttrell] pg. 90
 - G. Approve request by the Jenks Kiwanis club to use Jenks streets from 9:30 a.m until 12:00 p.m. on November 11, 2023, for the "Jenks Kiwanis Christmas Parade." [Luttrell] pg. 101
 - H. Approve Resolution 817 concerning bridge inspection for compliance with National Bridge Inspection Standards and the selection of the same consultant as selected by Tulsa County as the engineering firm responsible for City of Jenks

- bridge inspections as approved by the Oklahoma Department of Transportation; funding is 100% Federal funding. pg. 112
- I. Approve JEA 23-02, a request by Ken Morton for an Easement Encroachment Agreement near 11336 S Adams St. [Hilton] pg. 114
2. Consideration and appropriate action relating to items removed from the Consent Agenda
 3. Ordinance No. 1624, an Ordinance of the City Council of the City of Jenks, County of Tulsa, State of Oklahoma, Amending City Code §§ 16-3 (Base District Specific Standards), 16-4 (Overlay District Specific Standards), 16-5 (Use Specific Standards), 16-7 (Sign Standards), 16-8 (Subdivision Standards), 16-9 (Administrative Procedures), and 6-11 (Definitions); Repealing All Ordinances or Parts Thereof in Conflict Herewith; Providing for Severability; and Declaring an Emergency. [Hilton] pg. 124
 4. Emergency Clause for Ordinance No. 1624, making it effective immediately upon passage since the immediate operation of the provisions of the Ordinance is necessary for the preservation of public health, welfare and safety.
 5. Ordinance No. 1625, an Ordinance of the City Council of the City of Jenks, County of Tulsa, State of Oklahoma, Amending City Code §§ 16-11 (Definitions), 16-3-4 (Permitted, Conditional, Special Exception, and Specific Uses), and 16-5-2 (Residential Use Specific Standards), Repealing all Ordinances or Parts Thereof in Conflict Herewith; Providing for Severability; and Declaring an Emergency. [Hilton] pg. 229
 6. Emergency Clause for Ordinance No. 1625, making it effective immediately upon passage since the immediate operation of the provisions of the Ordinance is necessary for the preservation of public health, welfare and safety.
 7. Ordinance No. 1626, an Ordinance of The City Council of the City of Jenks, County of Tulsa, State of Oklahoma, Amending City Code by Creating Chapter 24 (Reasonable Accommodations), Repealing all Ordinances or Parts Thereof in Conflict Herewith; Providing for Severability; and Declaring an Emergency. [Hilton] pg. 239
 8. Emergency Clause for Ordinance No. 1626, making it effective immediately upon passage since the immediate operation of the provisions of the Ordinance is necessary for the preservation of public health, welfare and safety.
 9. Ordinance 1627, an Ordinance of the City Council of the City of Jenks, County of Tulsa, State of Oklahoma, Amending City Code by Repealing Chapter 4 Article 13 (Appearance Review District), Repealing All Ordinances or Parts Thereof in Conflict Herewith; Providing for Severability; and Declaring an Emergency. [Hilton] pg. 246
 10. Emergency Clause for Ordinance No. 1627, making it effective immediately upon passage since the immediate operation of the provisions of the Ordinance is necessary for the preservation of public health, welfare and safety.
 11. Ordinance No. 1628, relating to JZ 23 PUD 144, a request by Gene Phillips for a Residential Planned Unit Development at the general location of 10636 S Elgin, Amending the Zoning Map of the City of Jenks, Oklahoma and Creating PUD-144 (Planned Unit

- Development 144); Repealing All Ordinances or Parts thereof in conflict herewith; Providing for Severability; and Declaring an Emergency. [Hilton] pg. 248
12. Emergency Clause for Ordinance No. 1628, making it effective immediately upon passage since the immediate operation of the provisions of the Ordinance is necessary for the preservation of public health, welfare and safety.
 13. Accept Staffing for Fire and Emergency Response (SAFER) Grant for the FY 2022 filing period in the amount of \$1,265,088. [Chief Ostrum] pg. 278
 14. Disposition and Economic Development Agreement between the City of Jenks, the Jenks Economic Development Authority, and High 5 [Nowlin] pg. 297

OTHER BUSINESS

1. City Manager's Report pg. 326
2. Committee Reports
3. Mayor's Report

ADJOURNMENT

**MINUTES
JENKS CITY COUNCIL
TUESDAY, SEPTEMBER 19, 6:00 P.M.
JENKS CITY HALL, 211 NORTH ELM**

The Agenda for the Jenks City Council was posted on the City's website at 12:00 p.m. on September 15, 2023. The meeting was called to order at 6:00 p.m. on the above date with Mayor Cory Box presiding at Jenks City Hall.

Oath of Office Judge Frazier swore in John Brown

A roll call vote of members was taken as follows:

Rodney Cline	Present
Kevin Short	Present
Matthew Emmons	Absent
Donna Ogez	Present
Craig Murray	Present
John Brown	Present
Mayor Cory Box	Present

Invocation was given by Pastor Tommy Davis of New Directions International

Pledge of Allegiance was given

Animal Welfare Spotlight Sergeant Shouse presented an animal for adoption

Citizen Comments Kaye Lynn (208 E Beaver) and Nick Halter (2921 W 120th St) gave comments

Business

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1. Consideration and appropriate action relating to a request for approval of the Consent Agenda. (All matters listed under "Consent" are considered by the City Council to be routine and will be enacted by one motion. Any Councilor may, however, remove an item from the Consent Agenda by request. A motion to adopt the Consent Agenda is non-debatable.)
 - A. Approve minutes of the regular meeting held on September 05, 2023
 - B. Approve Encumbrances and Expenditures
 - C. Monthly Reports
 - D. Approve Resolution No. 815 for final acceptance of 2,700 linear feet of 6-inch PVC water line, 1,684 linear feet of 8-inch SDR 35 sanitary sewer line, 900 linear feet of 8-inch PVC sanitary sewer line, 1,100 linear feet of 18 to 36-inch CPP storm sewer line, 84 linear feet of 5-feet by 2.5-feet RCB storm sewer line, and 1,872

- linear feet of pavement infrastructure associated with Estates at Ritz Hollow Development (South Fir Street and West 111th Street).
- E. Approve Resolution No. 816 for final acceptance of 2,700 linear feet of 6-inch PVC water line infrastructure associated with Jenks Landing II Development (West 114th Street South & South James Avenue).
- F. Note in the minutes Oklahoma Department of Environmental Quality (DEQ) Permit Number SL000072230782 for the construction of 630 linear feet of eight (8) inch PVC sanitary sewer line and all appurtenances to serve the South County Crossing Addition, Tulsa County, Oklahoma.

Kevin Short made a motion to approve Item 1. Donna Ogez seconded the motion. A roll call vote of members was taken as follow:

Rodney Cline	Yes
Kevin Short	Yes
Donna Ogez	Yes
Craig Murray	Yes
John Brown	Yes
Mayor Cory Box	Yes

Motion Carried.

2. Consideration and appropriate action relating to items removed from the Consent Agenda.
Withdrawn

3. IAFF Collective Bargaining Agreement for Fiscal Year 2023-2024 and 2024-2025 and authorize Mayor to sign contract upon final approval of contract by City Manager and City Attorney [Shrout] City Manager Christopher Shrout introduced Item 3. He, along with Assistant City Manager Robert Carr and Finance Director Robert Saucedo, answered questions. Craig Murray made a motion to approve Item 3. John Brown seconded the motion. A roll call vote of members was taken as follow:

Rodney Cline	Yes
Kevin Short	Yes
Donna Ogez	Yes
Craig Murray	Yes
John Brown	Yes
Mayor Cory Box	Yes

Motion Carried.

4. Lease of Gym building located on "Ranch" property located at 10596 S. Elm Street to Jenks Chamber of Commerce, Inc. for the Chamber offices. (Nowlin) City Attorney Teresa Nowlin introduced Item 4. Donna Ogez made a motion to approve Item 4. Rodney Cline seconded the motion. A roll call vote of members was taken as follow:

Rodney Cline	Yes
Kevin Short	Yes
Donna Ogez	Yes
Craig Murray	Yes
John Brown	Yes

Mayor Cory Box Yes

Motion Carried.

5. Agreement between the Oklahoma Turnpike Authority (OTA) and the City of Jenks for the ability to work on OTA property from Elm Street east to the Arkansas River to include removing brush and trees along the fence line in the vicinity of the Simon Premium Outlet, maintaining the surface of the Access Box, installation of lighting in the Access Box, and mowing from inside the service road curb to 2 feet past the fence line to be removed by OTA. [Carr] Assistant City Manager Robert Carr introduced Item 5 and answered questions. Donna Ogez made a motion to approve Item 5. Kevin Short seconded the motion. A roll call vote of members was taken as follow:

Rodney Cline	Yes
Kevin Short	Yes
Donna Ogez	Yes
Craig Murray	Yes
John Brown	Yes
Mayor Cory Box	Yes

Motion Carried.

Other Business

1. City Manager's Report City Manager Christopher Shrout gave his staff report.
2. Committee Reports None given
3. Mayor's Report Mayor Cory Box gave his report

Adjournment. The Jenks City Council adjourned at 6:47 p.m.

Cory Box, **MAYOR**

CITY CLERK

P.O.#	VENDOR #	NAME	SUMMARY REPORT	2023-10-17 Jenks City Council Agenda	INVOICE	Page 7 of 329
DEPARTMENT: 844		SANITARY SEWER INFRASTR.				
203627	1 -3851	CAROLLO ENGINEERS, INC.	PROFESSIONAL ENGINEERING	10/2023	FB41997 10-05	11,599.00
DEPARTMENT TOTAL:						11,599.00
FUND TOTAL:						11,599.00
GRAND TOTAL:						11,599.00

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PERIOD	G/L ACCOUNT	NAME	AMOUNT	TOTAL
10/2023	32 5-844-5392	BUILDINGS & IMPROVEMENTS	11,599.00	11,599.00
GRAND TOTAL ESTIMATE:				0.00
GRAND TOTAL ACTUAL:				11,599.00
REPORT TOTAL:				11,599.00

P.O.#	VENDOR #	NAME	SUMMARY REPORT	2023-10-17 Jenks City Council Agenda	INVOICE	Page 9 of 329
DEPARTMENT: 411 FIRE SUPPRESSION						
210898	1 -2198	MCKESSON MEDICAL-SURGICAL LAEMT MEDICAL SUPPLIES	10/2023	21162467 09-29	472.96	
DEPARTMENT TOTAL:					472.96	
FUND TOTAL:					472.96	

P.O.#	VENDOR #	NAME	SUMMARY	DATE	INVOICE	Page 10 of 329
2023-10-17 Jenks City Council Agenda						
DEPARTMENT: 861		ELWOOD STREET (91ST-96TH)				
214676	1 -2112	GARVER LLC	PRO ENGINEERING SVC	10/2023	22T27021-12 09-26	28,690.93
DEPARTMENT TOTAL:						28,690.93
DEPARTMENT: 862		ELWOOD STREET 111TH-121ST				
214675	1 -2112	GARVER LLC	PRO ENGINEERING SVCS	10/2023	22T27022-12 09-28	106,094.37
DEPARTMENT TOTAL:						106,094.37
FUND TOTAL:						134,785.30
GRAND TOTAL:						135,258.26

G / L R E C A P					Page 11 of 329
2023.10.17 Jenks City Council Agenda					
PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
10/2023	10	5-411-5242	MATERIALS AND SUPPLIES	472.96	472.96
10/2023	27	5-861-5393	ROADS AND BRIDGES	28,690.93	
10/2023	27	5-862-5393	ROADS AND BRIDGES	106,094.37	134,785.30
GRAND TOTAL ESTIMATE:					0.00
GRAND TOTAL ACTUAL:					135,258.26
REPORT TOTAL:					135,258.26

P.O.#	VENDOR #	NAME	SUMMARY REPORT	2023-10-17 Jenks City Council Agenda	INVOICE	Page 12 of 329
DEPARTMENT: 522		GENERAL MAINTENANCE				
220950	1 -3302	LAMPTON WELDING SUPPLY CO IWELDING CYL RENT 22-23	10/2023	0001065365	09-30	79.58
DEPARTMENT TOTAL:						79.58
FUND TOTAL:						79.58

FUND: 33 - VISION SALES TAX

SUMMARY REPORT

P.O.# VENDOR # NAME SUMMARY REPORT 2023-10-17 Jenks City Council Agenda INVOICE Page 13 of 329

DEPARTMENT: 750	VISION SALES TAX					
223587	1 -3873	TULSA ENGINEERING & PLANNINPROF DESIGN SERVICES	10/2023	6	09-23-23	482.32
224724	1 -3873	TULSA ENGINEERING & PLANNINPROF DESIGN SVCS	10/2023	3	09-23-23	4,523.00
					DEPARTMENT TOTAL:	5,005.32
					FUND TOTAL:	5,005.32
					GRAND TOTAL:	5,084.90

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PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
10/2023	10	5-522-5250	CONTRACTUAL SERVICES	79.58	79.58
10/2023	33	5-750-5393	ROADS AND BRIDGES	5,005.32	5,005.32
GRAND TOTAL ESTIMATE:					0.00
GRAND TOTAL ACTUAL:					5,084.90
REPORT TOTAL:					5,084.90

FUND: 10 - GENERAL FUND

SUMMARY REPORT

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P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 231 GENERAL GOVERNMENT						
230139	1 -3433	ETHERFLOW	CH BITWARDEN USER LIC	10/2023	1392 10-01	51.34
230142	1 -3433	ETHERFLOW	CLOUD BACKUP SERVICE	10/2023	1391 10-01	1,037.50
230145	1 -3433	ETHERFLOW	PW-MAINT AGREEMENT	10/2023	1393 10-01	1,048.00
DEPARTMENT TOTAL:						2,136.84
DEPARTMENT: 241 CITY PLANNER						
231284	1 -2199	LEE ENTERPRISES INC	ADVERTISING INVOICE	10/2023	44241 09-27	19.94
231306	1 -2199	LEE ENTERPRISES INC	ADVERTISING INVOICE	10/2023	46918 09-27	150.45
DEPARTMENT TOTAL:						170.39
DEPARTMENT: 245 COMMUNITY DEVELOPMENT						
231337	1 -1041	ANCHOR STONE CO.	RIP RAP-THE RANCH	10/2023	2322867 09 09-22	542.83
231336	1 -2394	P & K EQUIPMENT INC	SUPLIES RANCH - TRACTOR	10/2023	5190398 09-21	183.90
DEPARTMENT TOTAL:						726.73
DEPARTMENT: 311 UNIFORMED PATROL						
231391	1 -0021	ERIC BOWDLE	MEALS FOR IHIA TRNG OKC	10/2023	08-09-23 SHERATON	124.56
231388	1 -1101	BROOKSHIRE GROCERY COMPANY	DISP DRINK & CLEAN SUPLIE	10/2023	8764 10-02	25.47
231387	1 -1443	GRIMSLEYS INC	TOILET PAPER&PAPER TOWELS	10/2023	469906 09-07	365.20
231378	1 -1457	O'REILLY AUTO PARTS	PARTS FOR PD VEHICLES	10/2023	2075-347202 09-06	294.48
231380	1 -1558	COOPER N JILL INC	BATERY PD VEHIC 17-4536	10/2023	30027852 09-25	140.95
231381	1 -1558	COOPER N JILL INC	BATERY PD VEHIC# 16-9936	10/2023	30027666 09-11	140.95
231382	1 -1762	OKLAHOMA POLICE SUPPLY LLC	LEATHER GEAR PER CBA SIMM	10/2023	0090947 09-15	222.98
231383	1 -1762	OKLAHOMA POLICE SUPPLY LLC	VEST RPLMNT PER CBA AGMNT	10/2023	0090792 09-07	1,255.87
231379	1 -2142	ROBERTSON TIRE CO INC	NEW TIRES & ALIGNMENT	10/2023	120197650 09-12	794.59
231394	1 -3657	JENNY CROW	RPCMNT SUNGLASSES	10/2023	09-20-23 SUNGLASSE	75.00
DEPARTMENT TOTAL:						3,440.05
DEPARTMENT: 321 CENTRAL DISPATCH						
231388	1 -1101	BROOKSHIRE GROCERY COMPANY	DISP DRINK & CLEAN SUPLIE	10/2023	8720 10-02	170.07
231384	1 -1762	OKLAHOMA POLICE SUPPLY LLC	DISPATCHER PANTS	10/2023	0091088 09-21	151.98
231393	1 -2493	BRAD SHOUSE	MEAL FOR CTO TRAINING	10/2023	08-27-23 KOI	84.04
231392	1 -4003	WILLIAM S DAVIS	MEALS FOR CTO TRAINING	10/2023	08-27-23 KOI	98.15
231389	1 -4100	ANDREW SPINNER	MILGE TO ATOKA APCO TRAIN	10/2023	08-23-23 MILEAGE	163.75
231390	1 -4101	CALLIE SMART	MEAL TRAINING ROLLA,MO	10/2023	08-27-23 KOI	49.43
DEPARTMENT TOTAL:						717.42

FUND: 10 - GENERAL FUND

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P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 411 FIRE SUPPRESSION						
231412	1 -1027	DAIOHS FIRST CHOICE	COFFEE FOR FD	10/2023	751793 09-28	221.37
231408	1 -1101	BROOKSHIRE GROCERY COMPANY	FF REHAB BEVERAGES	10/2023	8758 10-02	195.87
231406	1 -1152	OKLAHOMA FIRE CHIEFS ASSOC	IOFCA MEMBRSHIP DUE FY23-24	10/2023	19ACF135-0001 09-2	110.00
231409	1 -1750	LOWE'S BUSINESS ACCOUNT	FIRE MARSH SUPPLIES ARSON	10/2023	43107 09-27	107.77
231292	1 -2198	MCKESSON MEDICAL-SURGICAL	LSENSOR, SPO2 RAINBOW	10/2023	21073237 09-07	1,804.01
231411	1 -2503	ALL MAINTENANCE SUPPLY INC	FD SUPPLIES	10/2023	00126990-02 07-18	271.01
230242	1 -2747	WITMER PUBLIC SAFETY GROUP	CUSTOM LEATHER HELMETS	10/2023	INV330078 09-29	3,061.49
231241	1 -2747	WITMER PUBLIC SAFETY GROUP	TRADITIONAL LEATHER HELME	10/2023	INV330079 09-29	3,060.82
231246	1 -2747	WITMER PUBLIC SAFETY GROUP	APPARAT LIGHT RPR/RPLC	10/2023	INV330151 09-29	386.91
231293	1 -2747	WITMER PUBLIC SAFETY GROUP	FIREFIGHTING STRUC GLOVES	10/2023	INV328578 09-26	163.65
231300	1 -2975	NORTHERN SAFETY CO INC	ON-SITE SCOTT COMPRESSOR	10/2023	905739368 09-25	2,422.00
231418	1 -3313	AUTOZONE STORES LLC	ATF FOR E2	10/2023	6377340535 09-28	34.99
231419	1 -3313	AUTOZONE STORES LLC	ATF FOR E2	10/2023	6377340432 09-28	34.99
231414	1 -3701	AMERICAN TEXTILE SCREENPR	INSHIRTS,PANTS, BELTS, CAPS	10/2023	63354 08-08	5,467.69
DEPARTMENT TOTAL:						17,342.57
DEPARTMENT: 521 STREET MAINTENANCE						
231423	1 -1011	CECILS TIRE & AUTOMOTIVE	LLTIRE WATER TRLR #295	10/2023	I004589 07-21	397.31
231429	1 -1054	LOCKE SUPPLY	SUPLIES WK ON MAIN&SWAG	10/2023	50652735-00 09-27	408.16
231428	1 -1449	RULE FASTENERS INC	SHOP MAINT MATERIALS	10/2023	978880 09-29	400.08
231430	1 -2350	DUNHAM'S ASPHALT SERVICES	IASPHALT STREET REPAIR	10/2023	8712 09-29	149.16
231290	1 -3046	CORE & MAIN LP	ASPHALT FOR STREET REPAIR	10/2023	T588362 09-21	1,420.00
231426	1 -3186	JEFFERY SCOTT HEAD	ELECTRICAL WORK DOWNTOWN	10/2023	2019 09-22	640.00
231424	1 -3445	PROACTIVE LANDSCAPING INC	INSTALL&REMOVE HOLIDAY	10/2023	900564 09-29	10,880.50
230415	1 -3676	LOT MAINTENANCE OF OKLAHOM	AMNTHLY ST SWEEP FY23/24	10/2023	041092 09-30	1,130.00
231425	1 -3894	OTA PLATEPAY	TRNPK #643 CITY HALL VAN	10/2023	17045079 10-01	10.60
231291	1 -3953	EAGLE REDI-MIX CONCRETE LL	CREDI MIX CONC 1ST&MAIN ST	10/2023	713996 09-05	1,043.00
231338	1 -3953	EAGLE REDI-MIX CONCRETE LL	CONC JOB 1ST&MAIN SWAG PO	10/2023	715365 09-13	1,043.00
231335	1 -3993	ULINE, INC	POSTS FOR STREET SIGNS	10/2023	168144257 09-07	2,593.75
230912	1 -4067	INSIGHT MOBILE DATA INC.	GPS UNT CITY VEHIC & EQUI	10/2023	INV1465353A 09-27	766.37
DEPARTMENT TOTAL:						20,881.93

FUND: 10 - GENERAL FUND

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P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 522 GENERAL MAINTENANCE						
231427	1 -1204	CERTIFIED LABORATORIES	SHOP SUPLIES FLEET MAINT	10/2023	8396104 09-20	973.23
DEPARTMENT TOTAL:						973.23
DEPARTMENT: 561 PARKS & GROUNDS						
230127	1 -3234	ROBIN A. WINTER	MOW/WEED SVCS JUL1-OCT31	10/2023	20230922-1	3,160.00
230130	1 -3346	RANDY HAZELWOOD	MOW/WEED SVCS 7/1-10/31	10/2023	74 09-30	135.00
230911	1 -4067	INSIGHT MOBILE DATA INC.	GPS UNT CITY VEHIC & EQUI	10/2023	INV1465353 09-27	316.37
231443	1 -4102	GREEN LAWN IRRIGATION, INC	RPLC MAIN LINE BRKNBY ONG	10/2023	87262 08-04	142.70
DEPARTMENT TOTAL:						3,754.07
DEPARTMENT: 562 ANIMAL CONTROL						
231386	1 -1029	JOHN DEERE FINANCIAL	DOG CRATES, DOG FOOD,TREA	10/2023	M43045 09-12	616.79
231395	1 -1370	WOODLAND WEST ANIMAL HOSPITVET	SVCS 08-21 THRU 09-28	10/2023	220169 08-21	1,870.59
DEPARTMENT TOTAL:						2,487.38
FUND TOTAL:						52,630.61

FUND: 14 - FIRE SUPPRESSION CAPITAL

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P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 411	** INVALID DEPARTMENT **					
231297	1 -4099	PNC EQUIPMENT FINANCE	NEW ENGINE & AERIAL	10/2023	1798032 09-19	320,111.29
DEPARTMENT TOTAL:						320,111.29
FUND TOTAL:						320,111.29
GRAND TOTAL:						372,741.90

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PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
10/2023	10	5-231-5250	CONTRACTUAL SERVICES	2,085.50	
10/2023	10	5-231-5254	SUBSCRIPTIONS	51.34	
10/2023	10	5-241-5256	LEGAL NOTICES	170.39	
10/2023	10	5-245-5248	REPAIR & MAINTENANCE	726.73	
10/2023	10	5-311-5125	TRAINING & SCHOOLS	124.56	
10/2023	10	5-311-5232	CLOTHING AND UNIFORMS	1,553.85	
10/2023	10	5-311-5240	VEHICLE PARTS/REPAIRS	1,361.48	
10/2023	10	5-311-5242	MATERIALS AND SUPPLIES	400.16	
10/2023	10	5-321-5125	TRAINING & SCHOOLS	395.37	
10/2023	10	5-321-5232	CLOTHING AND UNIFORMS	151.98	
10/2023	10	5-321-5242	MATERIALS AND SUPPLIES	170.07	
10/2023	10	5-411-5128	MEMBERSHIP DUES	110.00	
10/2023	10	5-411-5232	CLOTHING AND UNIFORMS	11,753.65	
10/2023	10	5-411-5242	MATERIALS AND SUPPLIES	3,056.92	
10/2023	10	5-411-5252	PROFESSIONAL SERVICES	2,422.00	
10/2023	10	5-521-5240	VEHICLE PARTS/REPAIRS	397.31	
10/2023	10	5-521-5242	MATERIALS AND SUPPLIES	818.84	
10/2023	10	5-521-5248	REPAIR AND MAINTENANCE	6,248.91	
10/2023	10	5-521-5250	CONTRACTUAL SERVICES	12,650.50	
10/2023	10	5-521-5258	COMMUNICATIONS	766.37	
10/2023	10	5-522-5240	VEHICLE PARTS/REPAIRS	973.23	
10/2023	10	5-561-5248	REPAIR AND MAINTENANCE	142.70	
10/2023	10	5-561-5250	CONTRACTUAL SERVICES	3,295.00	
10/2023	10	5-561-5258	COMMUNICATIONS	316.37	
10/2023	10	5-562-5242	MATERIALS AND SUPPLIES	616.79	
10/2023	10	5-562-5252	PROFESSIONAL SERVICES	1,870.59	52,630.61
10/2023	14	5-411-5396	MOTOR VEHICLES	320,111.29	320,111.29

GRAND TOTAL ESTIMATE: 0.00

GRAND TOTAL ACTUAL: 372,741.90

REPORT TOTAL: 372,741.90

P.O.#	VENDOR #	NAME	SUMMARY	DATE	INVOICE	Page 20 of 329
DEPARTMENT: 231	GENERAL GOVERNMENT					
230005	1 -3664	UKG INC	QTR SUBSCRIPTION FEES	9/2023	PRINV0403200 09-11	4,295.50
					DEPARTMENT TOTAL:	4,295.50
DEPARTMENT: 311	UNIFORMED PATROL					
230383	1 -3952	LENSLOCK INC	2 CAMERAS PROERTY ROOM	9/2023	665-234-FC 08-29	1,000.00
					DEPARTMENT TOTAL:	1,000.00
					FUND TOTAL:	5,295.50
					GRAND TOTAL:	5,295.50

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PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
9/2023	10	5-231-5250	CONTRACTUAL SERVICES	4,295.50	
9/2023	10	5-311-5242	MATERIALS AND SUPPLIES	1,000.00	5,295.50
GRAND TOTAL ESTIMATE:					0.00
GRAND TOTAL ACTUAL:					5,295.50
REPORT TOTAL:					5,295.50

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P.O.#	VENDOR #	NAME	SUMMARY	DATE	INVOICE	Page 22 of 329
2023-10-17 Jenks City Council Agenda						
DEPARTMENT: 214						
230994	1 -4070	CITY ATTORNEY SHEERAN LAW, PLLC	MEET/RESEARCH DRAFT ADA	9/2023	0721 07-11	6,592.50
DEPARTMENT TOTAL:						6,592.50
DEPARTMENT: 221						
230008	1 -1033	MUNICIPAL COURT PHIL FRAZIER	SEP 2023 MUN'L JUDGE	9/2023	SEP 23 MUN'L JUDGE	1,866.67
DEPARTMENT TOTAL:						1,866.67
DEPARTMENT: 521						
230985	1 -1457	STREET MAINTENANCE O'REILLY AUTO PARTS	PARTS SVC VEHICLE MAINT	9/2023	2075-345183 08-21	72.67
230308	1 -3381	TULSA-SAPULPA UNION RAILWAY	MAINT & INSPECTION	9/2023	JK-82023 08-31	755.84
230990	1 -3894	OTA PLATEPAY	TRNPKE FEE VEHIC # 485	9/2023	15577470 09-13	17.95
DEPARTMENT TOTAL:						846.46
DEPARTMENT: 561						
230985	1 -1457	PARKS & GROUNDS O'REILLY AUTO PARTS	PARTS SVC VEHICLE MAINT	9/2023	2075-346077 08-28	137.87
DEPARTMENT TOTAL:						137.87
FUND TOTAL:						9,443.50
GRAND TOTAL:						9,443.50

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PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
9/2023	10	5-214-5252	PROFESSIONAL SERVICES	6,592.50	
9/2023	10	5-221-5252	PROFESSIONAL SERVICES	1,866.67	
9/2023	10	5-521-5234	TRAVEL	17.95	
9/2023	10	5-521-5240	VEHICLE PARTS/REPAIRS	72.67	
9/2023	10	5-521-5250	CONTRACTUAL SERVICES	755.84	
9/2023	10	5-561-5240	VEHICLE PARTS/REPAIRS	137.87	9,443.50
GRAND TOTAL ESTIMATE:					0.00
GRAND TOTAL ACTUAL:					9,443.50
REPORT TOTAL:					9,443.50

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DEPARTMENT: 245		COMMUNITY DEVELOPMENT				
230697	1 -2450	JPMORGAN CHASE BANK NA	FUEL/PLUMBING PARTS RANCH	9/2023	08-04-23 FERGUSON	796.08
DEPARTMENT TOTAL:						796.08
DEPARTMENT: 311		UNIFORMED PATROL				
230728	1 -2450	JPMORGAN CHASE BANK NA	2018 EXPLORER HOOD	9/2023	08-17-23 MIDWAY AU	695.00
230740	1 -2450	JPMORGAN CHASE BANK NA	HOTEL FOR IHIA SYMPOSIUM	9/2023	08-12-23 SHERATON	663.92
230743	1 -2450	JPMORGAN CHASE BANK NA	MAGNETIC 365 DAY CALENDAR	9/2023	08-29-23 MAGNETIC	1,737.65
230822	1 -2450	JPMORGAN CHASE BANK NA	REMOTE ID FOR DRONETAG	9/2023	08-30-23 MAVERICK	1,682.75
230823	1 -2450	JPMORGAN CHASE BANK NA	5 EAR PIECES FOR PATROL	9/2023	08-31-23 N-EAR	1,364.91
230824	1 -2450	JPMORGAN CHASE BANK NA	MISC SUPPLIES	9/2023	08-09-23 SAMS	259.03
231015	1 -2450	JPMORGAN CHASE BANK NA	MEMBERSHIP/MISC SUPPLIES	9/2023	08-08-23 AMAZON	177.76
231016	1 -2450	JPMORGAN CHASE BANK NA	TRAINING/CAR SEAT COVER	9/2023	08-05-23 AMAZON	62.97
231017	1 -2450	JPMORGAN CHASE BANK NA	AC MAINT/PENS/LAUNDRY	9/2023	08-17-23 AMAZON	28.95
231018	1 -2450	JPMORGAN CHASE BANK NA	IPAD CAR MOUNT/WALL HOOKS	9/2023	08-09-23 AMAZON	136.83
231019	1 -2450	JPMORGAN CHASE BANK NA	APC BATTERY BACKUP/LUNCH	9/2023	08-20-23 AMAZON	656.68
231020	1 -2450	JPMORGAN CHASE BANK NA	TRAINING/BATTERIES/TAPE	9/2023	08-22-23 NJ CRIMIN	509.23
231021	1 -2450	JPMORGAN CHASE BANK NA	LIGHT BULB/TRAINING	9/2023	08-09-23 AMAZON1	358.71
231023	1 -2450	JPMORGAN CHASE BANK NA	ATAP TRAINING	9/2023	08-04-23 ATAP	250.00
DEPARTMENT TOTAL:						8,584.39
DEPARTMENT: 321		CENTRAL DISPATCH				
230698	1 -2450	JPMORGAN CHASE BANK NA	DISPATCHER TRAINING	9/2023	08-04-23 OK PUBLIC	139.00
230699	1 -2450	JPMORGAN CHASE BANK NA	DISPATCHER TRAINING	9/2023	08-08-23 OK PUBLIC	150.00
230700	1 -2450	JPMORGAN CHASE BANK NA	DISPATCHER TRAINING	9/2023	08-07-23 OK PUBLIC	150.00
230701	1 -2450	JPMORGAN CHASE BANK NA	OML MEMBER DUES/TRAINING	9/2023	08-08-23 OK PUBLI	150.00
230825	1 -2450	JPMORGAN CHASE BANK NA	USB ADAPTER	9/2023	08-25-23 WALMART	98.88
231014	1 -2450	JPMORGAN CHASE BANK NA	MEMBERSHIP/TRAINING	9/2023	08-04-23 NENA	120.00
231015	1 -2450	JPMORGAN CHASE BANK NA	MEMBERSHIP/MISC SUPPLIES	9/2023	08-04-23 NENA2	60.00
231016	1 -2450	JPMORGAN CHASE BANK NA	TRAINING/CAR SEAT COVER	9/2023	08-14-23 NENA	1,335.00
231017	1 -2450	JPMORGAN CHASE BANK NA	AC MAINT/PENS/LAUNDRY	9/2023	08-14-23 LUXURY	49.54
231022	1 -2450	JPMORGAN CHASE BANK NA	HOTEL DISPATCH TRAINING	9/2023	08-27-23 FAIRFIELD	975.51
DEPARTMENT TOTAL:						3,227.93

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DEPARTMENT: 331		CODE ENFORCEMENT					
230701	1 -2450	JPMORGAN CHASE BANK NA	OML MEMBER DUES/TRAINING	9/2023	08-08-23 OML	100.00	
DEPARTMENT TOTAL:						100.00	
DEPARTMENT: 411		FIRE SUPPRESSION					
230625	1 -2450	JPMORGAN CHASE BANK NA	INK CARTRIDGES/CLIPS	9/2023	08-05-23 STAPLES	59.65	
230626	1 -2450	JPMORGAN CHASE BANK NA	MEAL TICKET FIRE ACADEMY	9/2023	08-07-23 NETC MEAL	612.24	
230627	1 -2450	JPMORGAN CHASE BANK NA	DISCUSSION RANCH PROPERTY	9/2023	08-08-23 MASAGO SU	100.00	
231024	1 -2450	JPMORGAN CHASE BANK NA	LUNCH MEETING/PARTS	9/2023	08-10-23 RON'S	63.00	
231025	1 -2450	JPMORGAN CHASE BANK NA	REPLACE BATTERY	9/2023	08-18-23 MARK ALLE	336.83	
231026	1 -2450	JPMORGAN CHASE BANK NA	NFPA BOOKS	9/2023	08-29-23 AMAZON1	198.14	
231027	1 -2450	JPMORGAN CHASE BANK NA	INVESTIGATOR EVIDENCE KIT	9/2023	08-29-23 ARROWHEAD	959.83	
231028	1 -2450	JPMORGAN CHASE BANK NA	FRI CONFERENCE HOTEL	9/2023	08-15-23 KANSAS CI	5,164.52	
231029	1 -2450	JPMORGAN CHASE BANK NA	METRONOMES FOR T1,E1,E2	9/2023	08-15-23 AMAZON	75.88	
231030	1 -2450	JPMORGAN CHASE BANK NA	FRI CONF EXPENSE/LUNCH	9/2023	08-18-23 KC PAYMEN	732.24	
231031	1 -2450	JPMORGAN CHASE BANK NA	STATION COMMITTEE LUNCH	9/2023	08-31-23 LOUIE'S	140.00	
DEPARTMENT TOTAL:						8,442.33	
DEPARTMENT: 562		ANIMAL CONTROL					
231017	1 -2450	JPMORGAN CHASE BANK NA	AC MAINT/PENS/LAUNDRY	9/2023	08-15-23 LEE MECH	77.50	
231018	1 -2450	JPMORGAN CHASE BANK NA	IPAD CAR MOUNT/WALL HOOKS	9/2023	08-10-23 AMAZON	93.33	
DEPARTMENT TOTAL:						170.83	
FUND TOTAL:						21,321.56	
GRAND TOTAL:						21,321.56	

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PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
9/2023	10	5-245-5248	REPAIR & MAINTENANCE	796.08	
9/2023	10	5-311-5125	TRAINING & SCHOOLS	1,562.92	
9/2023	10	5-311-5230	BUSINESS	39.76	
9/2023	10	5-311-5240	VEHICLE PARTS/REPAIRS	836.94	
9/2023	10	5-311-5242	MATERIALS AND SUPPLIES	5,460.11	
9/2023	10	5-311-5244	OFFICE SUPPLIES	668.46	
9/2023	10	5-311-5252	PROFESSIONAL SERVICES	16.20	
9/2023	10	5-321-5125	TRAINING & SCHOOLS	2,899.51	
9/2023	10	5-321-5128	MEMBERSHIP DUES	180.00	
9/2023	10	5-321-5242	MATERIALS AND SUPPLIES	49.54	
9/2023	10	5-321-5244	OFFICE SUPPLIES	98.88	
9/2023	10	5-331-5128	MEMBERSHIP DUES	100.00	
9/2023	10	5-411-5125	TRAINING & SCHOOLS	5,849.76	
9/2023	10	5-411-5230	BUSINESS	454.92	
9/2023	10	5-411-5232	CLOTHING AND UNIFORMS	420.00	
9/2023	10	5-411-5238	VEHICLE FUEL	78.65	
9/2023	10	5-411-5240	VEHICLE PARTS/REPAIRS	345.50	
9/2023	10	5-411-5242	MATERIALS AND SUPPLIES	1,293.50	
9/2023	10	5-562-5242	MATERIALS AND SUPPLIES	93.33	
9/2023	10	5-562-5248	REPAIR AND MAINTENANCE	77.50	21,321.56
GRAND TOTAL ESTIMATE:				0.00	
GRAND TOTAL ACTUAL:					21,321.56
REPORT TOTAL:					21,321.56

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P.O.#	VENDOR #	NAME	SUMMARY	DATE	INVOICE	Page 27 of 329
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DEPARTMENT: 231						
220517	1 -2450	JPMORGAN CHASE BANK NA	JAMF MOBILE DEVICE MGMT	9/2023	09-02-23 JAMF	86.00
DEPARTMENT TOTAL:						86.00
DEPARTMENT: 241						
220075	1 -2450	JPMORGAN CHASE BANK NA	SIMPLIFILE TULSA COUNTY	9/2023	08-17-23 SIMPLIFIL	25.53
DEPARTMENT TOTAL:						25.53
FUND TOTAL:						111.53
GRAND TOTAL:						111.53

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PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
9/2023	10	5-231-5254	SUBSCRIPTIONS	86.00	
9/2023	10	5-241-5256	LEGAL NOTICES	25.53	111.53
GRAND TOTAL ESTIMATE:					0.00
GRAND TOTAL ACTUAL:					111.53
REPORT TOTAL:					111.53

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P.O.#	VENDOR #	NAME	SUMMARY REPORT	2023-10-17 Jenks City Council Agenda	INVOICE	Page 29 of 329
DEPARTMENT: 311		UNIFORMED PATROL				
230198	1 -2450	JPMORGAN CHASE BANK NA	MONTHLY DROPBOX	9/2023	08-30-23 DROPBOX	90.00
DEPARTMENT TOTAL:						90.00
FUND TOTAL:						90.00
GRAND TOTAL:						90.00

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PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
9/2023	10	5-311-5254	SUBSCRIPTIONS	90.00	90.00
GRAND TOTAL ESTIMATE:					0.00
GRAND TOTAL ACTUAL:					90.00
REPORT TOTAL:					90.00

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P.O.#	VENDOR #	NAME	SUMMARY	2023-10-17	Jenks City Council Agenda	INVOICE	Page 31 of 329
DEPARTMENT: N/A		NON-DEPARTMENTAL					
231121	1 -2653	OKLAHOMA UNIFORM BUILDING	CBLDG PERMIT 740	\$4.00	9/2023	AUG 2023 BLDG PERM	296.00
DEPARTMENT TOTAL:							296.00
DEPARTMENT: 231		GENERAL GOVERNMENT					
230025	1 -1596	COMMUNITY CARE HMO INC	SEP 23 EAP MONTHLY FEES		9/2023	SEP 23 EAP FEES	58.75
DEPARTMENT TOTAL:							58.75
DEPARTMENT: 245		COMMUNITY DEVELOPMENT					
230018	1 -2101	AMERICAN WASTE CONTROL INC	TRASH SERVICE 23-24		9/2023	0006702434 09-01	92.25
230309	1 -2755	COX BUSINESS	PHONE/INTERNET/SECURITY		9/2023	067761602 SEP 23	730.41
DEPARTMENT TOTAL:							822.66
DEPARTMENT: 311		UNIFORMED PATROL					
230012	1 -1073	OKLAHOMA NATURAL GAS	GAS SERVICE 23-24		9/2023	182557209 09-23	53.69
DEPARTMENT TOTAL:							53.69
DEPARTMENT: 411		FIRE SUPPRESSION					
230012	1 -1073	OKLAHOMA NATURAL GAS	GAS SERVICE 23-24		9/2023	113564527 09-23	164.78
230048	1 -1726	OTA PIKEPASS CUSTOMER SVC	SEP 23 MONTHLY PIKE PASS		9/2023	20230894446 SEP 23	54.26
DEPARTMENT TOTAL:							219.04
DEPARTMENT: 512		PROTECTIVE INSPECTIONS					
230048	1 -1726	OTA PIKEPASS CUSTOMER SVC	SEP 23 MONTHLY PIKE PASS		9/2023	20230894446 SEP 23	3.15
DEPARTMENT TOTAL:							3.15
DEPARTMENT: 521		STREET MAINTENANCE					
230013	1 -1082	PUBLIC SERVICE COMPANY OF	ELECTRIC SERVICE 23-24		9/2023	95842358103 OCT 23	523.06
230048	1 -1726	OTA PIKEPASS CUSTOMER SVC	SEP 23 MONTHLY PIKE PASS		9/2023	20230894446 SEP 23	4.40
230011	1 -2027	O G & E ELECTRIC SERVICES	ELECTRIC SERVICE 23-24		9/2023	129744429-9 OCT 23	360.83
231125	1 -4072	ARCADIA PRINTING OF TULSA,	NEW SIGN FOR THE TEN		9/2023	101242 03-24	694.00
DEPARTMENT TOTAL:							1,582.29

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P.O. #	VENDOR #	NAME	SUMMARY REPORT					2023-10-17 Jenks City Council Agenda		INVOICE	Page 32 of 329
DEPARTMENT: 561		PARKS & GROUNDS									
230048	1 -1726	OTA PIKEPASS CUSTOMER SVC	SEP 23	MONTHLY PIKE PASS	9/2023	20230894446	SEP 23			2.25	
										DEPARTMENT TOTAL:	2.25
										FUND TOTAL:	3,037.83
										GRAND TOTAL:	3,037.83

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PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
9/2023	10	2100-024	DUE TO STATE OF OKLAHOMA	296.00	
9/2023	10	5-231-5262	INSURANCE	58.75	
9/2023	10	5-245-5250	CONTRACTUAL SERVICES	92.25	
9/2023	10	5-245-5258	COMMUNICATIONS	730.41	
9/2023	10	5-311-5260	UTILITIES	53.69	
9/2023	10	5-411-5250	CONTRACTUAL SERVICES	54.26	
9/2023	10	5-411-5260	UTILITIES	164.78	
9/2023	10	5-512-5234	TRAVEL	3.15	
9/2023	10	5-521-5234	TRAVEL	4.40	
9/2023	10	5-521-5242	MATERIALS AND SUPPLIES	694.00	
9/2023	10	5-521-5260	UTILITIES	883.89	
9/2023	10	5-561-5234	TRAVEL	2.25	3,037.83
GRAND TOTAL ESTIMATE:					0.00
GRAND TOTAL ACTUAL:					3,037.83
REPORT TOTAL:					3,037.83

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DEPARTMENT: 790	TIF DISTRICT #3						
231178	1 -2052	TULSA CITY-COUNTY LIBRARY	TIF #3 PROCEEDS 22-23	9/2023	TIF #3 FY 22-23	7,390.75	
231166	1 -2091	CITY OF JENKS	TIF #3 PROCEEDS 22-23	9/2023	TIF #3 FY 22-23	15,213.73	
231170	1 -3291	JENKS PUBLIC SCHOOL DISTRICT	TIF #3 PROCEEDS 22-23	9/2023	TIF #3 FY 22-23	102,675.71	
231174	1 -3292	TULSA CITY-COUNTY HEALTH DEPT	TIF #3 PROCEEDS 22-23	9/2023	TIF #3 FY 22-23	3,584.64	
231182	1 -3293	TULSA COMMUNITY COLLEGE	TIF #3 PROCEEDS 22-23	9/2023	TIF #3 FY 22-23	10,018.06	
231186	1 -3294	TULSA COUNTY BOARD OF COMMITTEE	TIF #3 PROCEEDS 22-23	9/2023	TIF #3 FY 22-23	5,558.24	
231190	1 -3294	TULSA COUNTY BOARD OF COMMITTEE	TIF #3 PROCEEDS 22-23	9/2023	TIF #3 FY 22-23-	15,644.17	
231194	1 -3295	TULSA TECHNOLOGY CENTER	TIF #3 PROCEEDS 22-23	9/2023	TIF #3 FY 22-23	18,521.53	
231162	1 -3758	JENKS GATEWAY DEVELOPMENT LTD	TIF #3 REIMBURSEMENT	9/2023	APP #9 VALOREM #2	21,918.83	
DEPARTMENT TOTAL:						200,525.66	
FUND TOTAL:						200,525.66	

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DEPARTMENT: 795		TIF DISTRICT # 4				
231179	1 -2052	TULSA CITY-COUNTY LIBRARY	TIF #4 PROCEEDS 22-23	9/2023	TIF #4 FY 22-23	1,343.56
231167	1 -2091	CITY OF JENKS	TIF #4 PROCEEDS 22-23	9/2023	TIF #4 FY 22-23	2,765.70
231171	1 -3291	JENKS PUBLIC SCHOOL DISTRICT	TIF #4 PROCEEDS 22-23	9/2023	TIF #4 FY 22-23	18,665.39
231175	1 -3292	TULSA CITY-COUNTY HEALTH DEPT	TIF #4 PROCEEDS 22-23	9/2023	TIF #4 FY 22-23	651.65
231183	1 -3293	TULSA COMMUNITY COLLEGE	TIF #4 PROCEEDS 22-23	9/2023	TIF #4 FY 22-23	1,821.18
231187	1 -3294	TULSA COUNTY BOARD OF COMMITTEE	TIF #4 PROCEEDS 22-23	9/2023	TIF #4 FY 22-23	1,010.43
231191	1 -3294	TULSA COUNTY BOARD OF COMMITTEE	TIF #4 PROCEEDS 22-23	9/2023	TIF #4 FY 22-23-	2,843.95
231195	1 -3295	TULSA TECHNOLOGY CENTER	TIF #4 PROCEEDS 22-23	9/2023	TIF #4 FY 22-23	3,367.02
231163	1 -3769	DASH LAND CO LLC	TIF #4 REIMBURSEMENT	9/2023	APP #2 VALOREM#4	63,032.03
DEPARTMENT TOTAL:						95,500.91
FUND TOTAL:						95,500.91

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FUND: 38 - TIF DISTRICT #2

SUMMARY REPORT

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DEPARTMENT: 780		TIF DISTRICT # 2					
231177	1 -2052	TULSA CITY-COUNTY LIBRARY	TIF #2 PROCEEDS 22-23	9/2023	TIF #2 FY 22-23	1,817.01	
231165	1 -2091	CITY OF JENKS	TIF #2 PROCEEDS 22-23	9/2023	TIF #2 FY 22-23	3,740.30	
231169	1 -3291	JENKS PUBLIC SCHOOL DISTRICT	TIF #2 PROCEEDS 22-23	9/2023	TIF #2 FY 22-23	25,242.79	
231173	1 -3292	TULSA CITY-COUNTY HEALTH DEPT	TIF #2 PROCEEDS 22-23	9/2023	TIF #2 FY 22-23	881.28	
231181	1 -3293	TULSA COMMUNITY COLLEGE	TIF #2 PROCEEDS 22-23	9/2023	TIF #2 FY 22-23	2,462.94	
231185	1 -3294	TULSA COUNTY BOARD OF COMMITTEE	TIF #2 PROCEEDS 22-23	9/2023	TIF #2 FY 22-23	1,366.49	
231189	1 -3294	TULSA COUNTY BOARD OF COMMITTEE	TIF #2 PROCEEDS 22-23	9/2023	TIF #2 FY 22-23-	3,846.11	
231193	1 -3295	TULSA TECHNOLOGY CENTER	TIF #2 PROCEEDS 22-23	9/2023	TIF #2 FY 22-23	4,553.51	

DEPARTMENT TOTAL: 43,910.43

FUND TOTAL: 43,910.43

GRAND TOTAL: 339,937.00

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PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL	
9/2023	34	5-790-5250	CONTRACTUAL SERVICES	200,525.66	200,525.66	
9/2023	35	5-795-5250	CONTRACTUAL SERVICES	95,500.91	95,500.91	
9/2023	38	5-780-5250	CONTRACTUAL SERVICES	43,910.43	43,910.43	
GRAND TOTAL ESTIMATE:					0.00	
GRAND TOTAL ACTUAL:					339,937.00	
REPORT TOTAL:					339,937.00	

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2023-10-17 Jenks City Council Agenda						
DEPARTMENT: 214 CITY ATTORNEY						
230029	1 -1228	WEST PUBLISHING CORPORATION	SUBSCRIPTION 2023-2024	9/2023	848881969 09-01	409.69
DEPARTMENT TOTAL:						409.69
DEPARTMENT: 221 MUNICIPAL COURT						
231232	1 -2876	SUNDANCE OFFICE SUPPLY INC	CUSTOM STAMP/INK	9/2023	516011 06-29	63.06
DEPARTMENT TOTAL:						63.06
DEPARTMENT: 315 POLICE RESERVE						
230347	1 -3826	DANA SAFETY SUPPLY, INC	6 HAV DOCK STATIONS	9/2023	869710 09-15	4,851.00
DEPARTMENT TOTAL:						4,851.00
DEPARTMENT: 411 FIRE SUPPRESSION						
231154	1 -1750	LOWE'S BUSINESS ACCOUNT	MATERIAL FOR LIVE BURN	9/2023	01568 09-11	208.99
231230	1 -2025	FLEET FUELS	137971 09-19-23 DIESEL	9/2023	137971 09-19-23	1,463.53
231120	1 -2503	ALL MAINTENANCE SUPPLY INC	STATION SUPPLIES	9/2023	00127719-01	173.20
230047	1 -2832	ROGER SCOTT	PEST CONTROL 2023-2024	9/2023	09-22-23 FS #1	150.00
DEPARTMENT TOTAL:						1,995.72
DEPARTMENT: 521 STREET MAINTENANCE						
230010	1 -1025	EAST CENTRAL ELECTRIC	ELECTRIC SERVICE 23-24	9/2023	3993001 OCT 23	1,429.83
231230	1 -2025	FLEET FUELS	137971 09-19-23 DIESEL	9/2023	137971 09-19-23	439.06
DEPARTMENT TOTAL:						1,868.89
DEPARTMENT: 522 GENERAL MAINTENANCE						
230992	1 -1204	CERTIFIED LABORATORIES	SHOP SUPPLIES FLEET MAINT	9/2023	8304588 07-12	535.95
DEPARTMENT TOTAL:						535.95
DEPARTMENT: 561 PARKS & GROUNDS						
231134	1 -1750	LOWE'S BUSINESS ACCOUNT	MAINT SUPPLIES FOR PARKS	9/2023	43957 08-31	54.54
231230	1 -2025	FLEET FUELS	137971 09-19-23 DIESEL	9/2023	137971 09-19-23	439.06
DEPARTMENT TOTAL:						493.60
FUND TOTAL:						10,217.91

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P.O.#	VENDOR #	NAME	SUMMARY REPORT	2023-10-17	Jenks City Council Agenda	INVOICE	Page 39 of 329
DEPARTMENT: 311	UNIFORMED PATROL						
230348	1 -3826	DANA SAFETY SUPPLY, INC	6 HAV DOCK STATION NEW DE	9/2023	869711	09-15	4,851.00
DEPARTMENT TOTAL:							4,851.00
FUND TOTAL:							4,851.00
GRAND TOTAL:							15,068.91

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2023.10.17 Jenks City Council Agenda

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PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
9/2023	10	5-214-5254	SUBSCRIPTIONS	409.69	
9/2023	10	5-221-5244	OFFICE SUPPLIES	63.06	
9/2023	10	5-315-5242	MATERIALS AND SUPPLIES	4,851.00	
9/2023	10	5-411-5238	VEHICLE FUEL	1,463.53	
9/2023	10	5-411-5242	MATERIALS AND SUPPLIES	382.19	
9/2023	10	5-411-5250	CONTRACTUAL SERVICES	150.00	
9/2023	10	5-521-5238	VEHICLE FUEL	439.06	
9/2023	10	5-521-5260	UTILITIES	1,429.83	
9/2023	10	5-522-5240	VEHICLE PARTS/REPAIRS	535.95	
9/2023	10	5-561-5238	VEHICLE FUEL	439.06	
9/2023	10	5-561-5242	MATERIALS AND SUPPLIES	54.54	10,217.91
9/2023	12	5-311-5399	OTHER EQUIPMENT	4,851.00	4,851.00
GRAND TOTAL ESTIMATE:				0.00	
GRAND TOTAL ACTUAL:					15,068.91
REPORT TOTAL:					15,068.91

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P.O.#	VENDOR #	NAME	SUMMARY	2023-10-17	Jenks City Council Agenda	INVOICE	Page 41 of 329
DEPARTMENT: 775		OTA/TURNPIKE					
204862	1 -2540	WARRICK LAW GROUP PC	SPARKMAN LEGAL FEES	9/2023	5867-005 08-31-23	2,512.74	
DEPARTMENT TOTAL:						2,512.74	
FUND TOTAL:						2,512.74	
GRAND TOTAL:						2,512.74	

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PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
9/2023	32	5-775-5250	CONTRACTUAL SERVICES	2,512.74	2,512.74
GRAND TOTAL ESTIMATE:					0.00
GRAND TOTAL ACTUAL:					2,512.74
REPORT TOTAL:					2,512.74

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P.O.#	VENDOR #	NAME	SUMMARY REPORT	2023-10-17 Jenks City Council Agenda	INVOICE	Page 43 of 329
DEPARTMENT: 525 SMALL CAPITAL PROJECTS						
225197	1 -4050	DISPLAY SALES	Q; HOLIDAY LIGHT DECORAT	9/2023	INV0358 09-18	24,876.00
DEPARTMENT TOTAL:						24,876.00
FUND TOTAL:						24,876.00
GRAND TOTAL:						24,876.00

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PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL	
9/2023	10	5-525-5392	BUILDING & IMPROVEMENTS	24,876.00	24,876.00	
GRAND TOTAL ESTIMATE:					0.00	
GRAND TOTAL ACTUAL:					24,876.00	
REPORT TOTAL:					24,876.00	

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P.O.#	VENDOR #	NAME	SUMMARY	2023-10-17	Jenks City Council Agenda	INVOICE	Page 45 of 329
DEPARTMENT: 252		CITY FACILITIES					
195380	1 -1599	GSHELMS & ASSOC., LLC	PROF DESIGN-CENTRAL FIRE	9/2023	19-04000-02 09-12	2,125.00	
DEPARTMENT TOTAL:						2,125.00	
FUND TOTAL:						2,125.00	
GRAND TOTAL:						2,125.00	

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PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
9/2023	25	5-252-5392	BUILDING AND IMPROVEMENTS	2,125.00	2,125.00
GRAND TOTAL ESTIMATE:					0.00
GRAND TOTAL ACTUAL:					2,125.00
REPORT TOTAL:					2,125.00

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P.O.#	VENDOR #	NAME	SUMMARY	2023-10-17	Jenks City Council Agenda	INVOICE	Page 47 of 329
DEPARTMENT: 561		PARKS & GROUNDS					
213817	1 -3924	MOWTOWN OUTDOORS LLC	MOWING/WEEDEATING SVCS	9/2023	9705 09-18		392.86
DEPARTMENT TOTAL:							392.86
FUND TOTAL:							392.86

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P.O.#	VENDOR #	NAME	SUMMARY REPORT	2023-10-17 Jenks City Council Agenda	INVOICE	Page 48 of 329
DEPARTMENT: 867		106TH STREET				
210432	1 -3378	CP&Y INC	PROFESSIONAL DESIGN	9/2023	COJE2100711.00-18	9,572.90
DEPARTMENT TOTAL:						9,572.90
FUND TOTAL:						9,572.90
GRAND TOTAL:						9,965.76

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PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL	
9/2023	10	5-561-5250	CONTRACTUAL SERVICES	392.86	392.86	
9/2023	27	5-867-5393	ROADS AND BRIDGES	9,572.90	9,572.90	
GRAND TOTAL ESTIMATE:					0.00	
GRAND TOTAL ACTUAL:					9,965.76	
REPORT TOTAL:					9,965.76	

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P.O.#	VENDOR #	NAME	SUMMARY REPORT	2023-10-17 Jenks City Council Agenda	INVOICE	Page 50 of 329
DEPARTMENT: 411 ** INVALID DEPARTMENT **						
224319	1 -2975	NORTHERN SAFETY CO INC	BUNKERS FOR NEW HIRE & FM	9/2023	905717284 09-13	10,554.00
DEPARTMENT TOTAL:						10,554.00
FUND TOTAL:						10,554.00
GRAND TOTAL:						10,554.00

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PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
9/2023	14	5-411-5399	OTHER EQUIPMENT	10,554.00	10,554.00
GRAND TOTAL ESTIMATE:					0.00
GRAND TOTAL ACTUAL:					10,554.00
REPORT TOTAL:					10,554.00

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DEPARTMENT: 245 COMMUNITY DEVELOPMENT

230982	1 -1029	JOHN DEERE FINANCIAL	HYDRANTS FOR THE RANCH	9/2023	M37609 09-01	227.96
230989	1 -1704	TULSA NEW HOLLAND	PRTS TRACTOR #313-RANCH	9/2023	550755-01 09-01	308.22
231129	1 -2642	WARRIORS CONCRETE	CONC WK @ THE RANCH	9/2023	0602 09-07	3,500.00
231136	1 -2994	CAPITAL ONE TRADE CREDIT	HEDGE TRIMMER & PWR WASH	9/2023	6801156617 09-11	619.98
230987	1 -3186	JEFFERY SCOTT HEAD	ELEC WK AQ DR LIGHT & AR	9/2023	2013 08-31	720.00
230556	1 -4019	JOSEPH VERSCHOOR	Q AERATOR FOUNTNS RANCH	9/2023	4371 08-24	13,009.50

DEPARTMENT TOTAL: 18,385.66

DEPARTMENT: 311 UNIFORMED PATROL

230986	1 -1558	COOPER N JILL INC	BATTERIES PD VEHICLE'S	9/2023	30027502 08-28	140.95
231286	1 -3312	WEX BANK-QUIKTRIP	91908236 09-23-23 FUEL	9/2023	91908236 09-23-23	6,647.57

DEPARTMENT TOTAL: 6,788.52

DEPARTMENT: 315 POLICE RESERVE

231286	1 -3312	WEX BANK-QUIKTRIP	91908236 09-23-23 FUEL	9/2023	91908236 09-23-23	410.02
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DEPARTMENT TOTAL: 410.02

DEPARTMENT: 411 FIRE SUPPRESSION

230993	1 -1182	T & W TIRE LLC	TRK TIRES MOUNT& BALANCE	9/2023	1080081726 08-29	4,859.71
230061	1 -1418	CHARLEY'S SOUTHSIDE LOCK & Q:	INTALL DOOR CLOSERS	9/2023	96070 09-15	1,493.00
231245	1 -1750	LOWE'S BUSINESS ACCOUNT	EXTENSION CORDS FOR STATI	9/2023	89287 09-20	173.19
230941	1 -2198	MCKESSON MEDICAL-SURGICAL	LREPLACE BROKEN SUPPLIES	9/2023	21121796 09-19	919.64
231207	1 -2198	MCKESSON MEDICAL-SURGICAL	LMEDICAL SUPLIES-SALINE&	9/2023	21101589 09-13	53.81
231244	1 -2198	MCKESSON MEDICAL-SURGICAL	LRESPIRATOR MASKS, GLOVES	9/2023	21101598 09-13	440.42
231208	1 -2503	ALL MAINTENANCE SUPPLY INC	FD MULTI-FOLD TOWELS	9/2023	00129461-01 09-15	50.15
231240	1 -2503	ALL MAINTENANCE SUPPLY INC	STATION 2 CLEANING SUPPLY	9/2023	00129544-01 09-19	241.92
231155	1 -2747	WITMER PUBLIC SAFETY GROUP	INVEST PPE KIT FIRE MARSH	9/2023	INV321178 09-13	66.93
231229	1 -3179	LEXIPOL LLC	ANNUAL FIRE PROCEDURE	9/2023	INVLEX18013 08-01	6,894.45
231243	1 -3185	TROJAN TIRE & AUTOMOTIVE	1 TIRE 23 TAHOE, OSTRUM	9/2023	75630 09-20	223.08
231286	1 -3312	WEX BANK-QUIKTRIP	91908236 09-23-23 FUEL	9/2023	91908236 09-23-23	3,336.17
231013	1 -3313	AUTOZONE STORES LLC	FLOOR DRY FOR STATION 2	9/2023	6377331611 09-10	89.94
231242	1 -3767	INDUSTRIAL ORGANIZATIONAL	SFIREFIGHHTER DRIVER EXAM	9/2023	C57866A 09-19	64.00
230995	1 -4071	MUSTANG FIRE DEPARTMENT	INTRO FIRE DYNAMICS CLASS	9/2023	0005 09-07	400.00

DEPARTMENT TOTAL: 19,306.41

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DEPARTMENT: 512		PROTECTIVE INSPECTIONS				
231286	1 -3312	WEX BANK-QUIKTRIP	91908236 09-23-23 FUEL	9/2023	91908236 09-23-23	166.79
DEPARTMENT TOTAL:						166.79
DEPARTMENT: 521		STREET MAINTENANCE				
231130	1 -1054	LOCKE SUPPLY	SUPLIES FOR SWAG LIGHTS	9/2023	50420485-00 09-06	1,692.61
231203	1 -1054	LOCKE SUPPLY	SUPLIES WORK MAIN ST SWAG	9/2023	50016695-00 07-18	260.33
231205	1 -1190	MAXWELL SUPPLY COMPANY	SHOP SUPLIES-ADA WARN PAD	9/2023	082011 07-11	756.48
231131	1 -1449	RULE FASTENERS INC	SIGN MAINT MATERIALS	9/2023	976691 08-31	96.72
231206	1 -1449	RULE FASTENERS INC	SIGN MAINT MATERIALS	9/2023	977415 09-08	253.89
231132	1 -1712	TULSA COUNTY HIGHWAY CONSTR	SUPLIES STREET SIGN MAINT	9/2023	10006013 08-30	909.60
231133	1 -1753	BERRY COMPANIES INC	SUPLIS RPR BRSH ATMNT#440	9/2023	07304989 08-31	209.49
231204	1 -2527	HOME DEPOT USA INC	SUPLIES PARKS & ST MANT	9/2023	5014139 09-14	136.71
231128	1 -2642	WARRIORS CONCRETE	CONC WKSIDEWLK 118TH ST W	9/2023	0885 09-11	1,600.00
230987	1 -3186	JEFFERY SCOTT HEAD	ELEC WK AQ DR LIGHT & AR	9/2023	2012 08-31	880.00
231286	1 -3312	WEX BANK-QUIKTRIP	91908236 09-23-23 FUEL	9/2023	91908236 09-23-23	637.48
230991	1 -3953	EAGLE REDI-MIX CONCRETE LLC	CONC MIX FOR 2ND&MAIN-SWA	9/2023	711954 08-24	1,040.50
231135	1 -3962	TLS GROUP INC	TRAFIC SGNL LT RPR AUG 23	9/2023	2826-0923 08-31	390.00
DEPARTMENT TOTAL:						8,863.81
DEPARTMENT: 522		GENERAL MAINTENANCE				
230988	1 -1011	CECILS TIRE & AUTOMOTIVE LL	NEW TIRES VECCHIC # 632	9/2023	1004784 08-28	1,119.80
231286	1 -3312	WEX BANK-QUIKTRIP	91908236 09-23-23 FUEL	9/2023	91908236 09-23-23	926.54
DEPARTMENT TOTAL:						2,046.34
DEPARTMENT: 561		PARKS & GROUNDS				
230988	1 -1011	CECILS TIRE & AUTOMOTIVE LL	NEW TIRES VECCHIC # 632	9/2023	1004810 08-31	131.37
231204	1 -2527	HOME DEPOT USA INC	SUPLIES PARKS & ST MANT	9/2023	9012610 08-31	129.63
230127	1 -3234	ROBIN A. WINTER	MOW/WEED SVCS JUL1-OCT31	9/2023	20230908-1	3,160.00
231286	1 -3312	WEX BANK-QUIKTRIP	91908236 09-23-23 FUEL	9/2023	91908236 09-23-23	485.02
230128	1 -3924	MOWTOWN OUTDOORS LLC	FLWR BED&LNDSCP 7/1-10/31	9/2023	9701 09-18	3,276.00
230129	1 -3924	MOWTOWN OUTDOORS LLC	MOW/WEED SVCS 7/1-10-31	9/2023	9700 09-18	5,780.00
DEPARTMENT TOTAL:						12,962.02

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P.O.#	VENDOR #	NAME	SUMMARY	2023-10-17	Jenks City Council Agenda	INVOICE	Page 54 of 329
DEPARTMENT: 562		ANIMAL CONTROL					
231286	1 -3312	WEX BANK-QUIKTRIP	91908236	09-23-23	FUEL	9/2023 91908236 09-23-23	270.36
						DEPARTMENT TOTAL:	270.36
						FUND TOTAL:	69,199.93

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P.O.#	VENDOR #	NAME	SUMMARY	2023-10-17	Jenks City Council Agenda	INVOICE	Page 55 of 329
DEPARTMENT: 321 CENTRAL DISPATCH							
230070A	1 -1022	OKLAHOMA DEPT OF PUBLIC SAFMNT	THLY OLET	TERM MOBLE	9/2023	LET-011519 09-14	160.00
230072A	1 -1022	OKLAHOMA DEPT OF PUBLIC SAFMNT	THLY OLETS	TERM DISPATC	9/2023	LET-011519A 09-14	350.00
230074A	1 -1022	OKLAHOMA DEPT OF PUBLIC SAFMNT	THLY OLETS	TERM DISPATC	9/2023	LET-011519B 09-14	350.00
DEPARTMENT TOTAL:							860.00
FUND TOTAL:							860.00
GRAND TOTAL:							70,059.93

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PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
9/2023	10	5-245-5242	MATERIALS & SUPPLIES	619.98	
9/2023	10	5-245-5248	REPAIR & MAINTENANCE	17,045.68	
9/2023	10	5-245-5250	CONTRACTUAL SERVICES	720.00	
9/2023	10	5-311-5238	VEHICLE FUEL	6,647.57	
9/2023	10	5-311-5240	VEHICLE PARTS/REPAIRS	140.95	
9/2023	10	5-315-5238	VEHICLE FUEL	410.02	
9/2023	10	5-411-5125	TRAINING & SCHOOLS	400.00	
9/2023	10	5-411-5238	VEHICLE FUEL	3,336.17	
9/2023	10	5-411-5240	VEHICLE PARTS/REPAIRS	5,082.79	
9/2023	10	5-411-5242	MATERIALS AND SUPPLIES	2,100.00	
9/2023	10	5-411-5248	REPAIR AND MAINTENANCE	1,493.00	
9/2023	10	5-411-5252	PROFESSIONAL SERVICES	6,894.45	
9/2023	10	5-512-5238	VEHICLE FUEL	166.79	
9/2023	10	5-521-5238	VEHICLE FUEL	637.48	
9/2023	10	5-521-5240	VEHICLE PARTS/REPAIRS	1,902.10	
9/2023	10	5-521-5242	MATERIALS AND SUPPLIES	2,413.73	
9/2023	10	5-521-5248	REPAIR AND MAINTENANCE	1,040.50	
9/2023	10	5-521-5250	CONTRACTUAL SERVICES	2,870.00	
9/2023	10	5-522-5238	VEHICLE FUEL	926.54	
9/2023	10	5-522-5240	VEHICLE PARTS/REPAIRS	1,119.80	
9/2023	10	5-561-5238	VEHICLE FUEL	485.02	
9/2023	10	5-561-5240	VEHICLE PARTS/REPAIRS	131.37	
9/2023	10	5-561-5242	MATERIALS AND SUPPLIES	129.63	
9/2023	10	5-561-5250	CONTRACTUAL SERVICES	12,216.00	
9/2023	10	5-562-5238	VEHICLE FUEL	270.36	69,199.93
9/2023	16	5-321-5254	SUBSCRIPTIONS	860.00	860.00
GRAND TOTAL ESTIMATE:				0.00	
GRAND TOTAL ACTUAL:				70,059.93	
REPORT TOTAL:				70,059.93	

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FUND: 10 - GENERAL FUND

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P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 214		CITY ATTORNEY				
231285	1 -2540	WARRICK LAW GROUP PC	ELM STREET CAR WASH	9/2023	5867-008 08-31	675.00
231282	1 -3340	TERESA NOWLIN	IMLA CONF PER DIEM	9/2023	IMLA CONF PER DIEM	327.75
DEPARTMENT TOTAL:						1,002.75
FUND TOTAL:						1,002.75
GRAND TOTAL:						1,002.75

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PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
9/2023	10	5-214-5234	TRAVEL	327.75	
9/2023	10	5-214-5252	PROFESSIONAL SERVICES	675.00	1,002.75

GRAND TOTAL ESTIMATE: 0.00

GRAND TOTAL ACTUAL: 1,002.75

REPORT TOTAL: 1,002.75

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2023-10-17 Jenks City Council Agenda						
DEPARTMENT: 216 PERSONNEL						
230022	1 -2013	BENEFIT RESOURCES INC	FSA PARTICIPANTS FEES	9/2023	18-24849 10-01	233.26
DEPARTMENT TOTAL:						233.26
DEPARTMENT: 245 COMMUNITY DEVELOPMENT						
230210	1 -4052	JARRETT MELTON	CONTRACTED SERV 10596 ELM	9/2023	OCTOBER 2023	1,800.00
DEPARTMENT TOTAL:						1,800.00
DEPARTMENT: 411 FIRE SUPPRESSION						
231302	1 -2286	CONRAD FIRE EQUIPMENT INC	FRT CHGS NOT PAID ON INV	9/2023	567005A 03-29	29.51
231295	1 -3313	AUTOZONE STORES LLC	STATION 2 SUPPLIES	9/2023	6377337557 09-22	249.99
231296	1 -3313	AUTOZONE STORES LLC	BRUSH2 BAT,STION 2 DIS FL	9/2023	6377287744 06-17	344.84
231294	1 -4054	MORGAN CASPER	RPLC BOTH OUTER TIE RODS	9/2023	5890 07-13	722.40
DEPARTMENT TOTAL:						1,346.74
DEPARTMENT: 521 STREET MAINTENANCE						
231289	1 -4055	REDDY PIPE & SUPPLY INC	PIPE FOR SWAG LIGHTING	9/2023	125101 08-16	2,603.75
DEPARTMENT TOTAL:						2,603.75
DEPARTMENT: 561 PARKS & GROUNDS						
230555	1 -4059	EMCO TERMITE & PEST CONTROL	TERMITE & PEST SOUTHRIDGE	9/2023	1340765 08-03	500.00
DEPARTMENT TOTAL:						500.00
FUND TOTAL:						6,483.75

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P.O.#	VENDOR #	NAME	SUMMARY REPORT	2023-10-17 Jenks City Council Agenda	INVOICE	Page 60 of 329
DEPARTMENT: 311	UNIFORMED PATROL					
230002	1 -1112	BANCFIRST	0490091391 10-23 PR	9/2023	0490091391 10-23PR	4,194.22
DEPARTMENT TOTAL:						4,194.22
FUND TOTAL:						4,194.22

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DEPARTMENT: 411		** INVALID DEPARTMENT **					
230001	1 -1112	BANCFIRST	0490091402 10-23 PR	9/2023	0490091402 10-23PR	2,175.36	
DEPARTMENT TOTAL:						2,175.36	
FUND TOTAL:						2,175.36	
GRAND TOTAL:						12,853.33	

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PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
9/2023	10	5-216-5252	PROFESSIONAL SERVICES	233.26	
9/2023	10	5-245-5250	CONTRACTUAL SERVICES	1,800.00	
9/2023	10	5-411-5240	VEHICLE PARTS/REPAIRS	1,096.75	
9/2023	10	5-411-5242	MATERIALS AND SUPPLIES	249.99	
9/2023	10	5-521-5248	REPAIR AND MAINTENANCE	2,603.75	
9/2023	10	5-561-5250	CONTRACTUAL SERVICES	500.00	6,483.75
9/2023	12	5-311-5396	MOTOR VEHICLES	4,194.22	4,194.22
9/2023	14	5-411-5396	MOTOR VEHICLES	2,175.36	2,175.36
GRAND TOTAL ESTIMATE:					0.00
GRAND TOTAL ACTUAL:					12,853.33
REPORT TOTAL:					12,853.33

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FUND: 10 - GENERAL FUND

SUMMARY REPORT

P.O.# VENDOR # NAME SUMMARY REPORT 2023-10-17 Jenks City Council Agenda INVOICE Page 63 of 329

DEPARTMENT: 213		CITY TREASURER						
231310	1 -3763	CRAWFORD & ASSOCIATES PC	FY 23 PREP FNCL STMTS	10/2023	17560 09-15		6,998.30	
					DEPARTMENT TOTAL:		6,998.30	
DEPARTMENT: 214		CITY ATTORNEY						
230029	1 -1228	WEST PUBLISHING CORPORATION	SUBSCRIPTION 2023-2024	10/2023	849039739 10-01		409.69	
					DEPARTMENT TOTAL:		409.69	
DEPARTMENT: 245		COMMUNITY DEVELOPMENT						
231351	1 -1701	PUBLIC SERVICE CO. OF OKL	OCTOBER 2023 ELECTRIC SER	10/2023	95026510313 OCT 23		3,154.58	
					DEPARTMENT TOTAL:		3,154.58	
DEPARTMENT: 311		UNIFORMED PATROL						
231347	1 -1047	JENKS PUBLIC WORKS AUTHOR	OCTOBER 2023 WATER SERVIC	10/2023	05-0230-01 OCT 23		45.76	
230182	1 -1228	WEST PUBLISHING CORPORATION	INVESTIGATIVE SOFTWARE	10/2023	849029496 10-01		248.52	
231351	1 -1701	PUBLIC SERVICE CO. OF OKL	OCTOBER 2023 ELECTRIC SER	10/2023	95471419218 OCT 23		799.33	
231355	1 -3312	WEX BANK-QUIKTRIP	92110232 09-30-23 FUEL	10/2023	92110232 09-30-23		138.59	
					DEPARTMENT TOTAL:		1,232.20	
DEPARTMENT: 411		FIRE SUPPRESSION						
231347	1 -1047	JENKS PUBLIC WORKS AUTHOR	OCTOBER 2023 WATER SERVIC	10/2023	05-0160-01 OCT 23		629.01	
231351	1 -1701	PUBLIC SERVICE CO. OF OKL	OCTOBER 2023 ELECTRIC SER	10/2023	95483091716 OCT 23		2,739.56	
					DEPARTMENT TOTAL:		3,368.57	
DEPARTMENT: 512		PROTECTIVE INSPECTIONS						
231307	1 -3955	BRIGHTLY SOFTWARE INC	SMRT GOV CORE FY23-24	10/2023	INV-224483 09-21		10,436.82	
					DEPARTMENT TOTAL:		10,436.82	
DEPARTMENT: 521		STREET MAINTENANCE						
231350	1 -1082	PUBLIC SERVICE COMPANY OF	OCTOBER 2023 ELECTRIC SER	10/2023	95013387303 OCT 23		9,478.50	
231339	1 -2350	DUNHAM'S ASPHALT SERVICES	IASPHALT STREET REPAIRS	10/2023	8186 08-15		156.42	
					DEPARTMENT TOTAL:		9,634.92	

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P.O.#	VENDOR #	NAME	SUMMARY REPORT - Jenks City Council Agenda					INVOICE	Page 64 of 329
DEPARTMENT: 561		PARKS & GROUNDS							
231347	1 -1047	JENKS PUBLIC WORKS AUTHOR	OCTOBER 2023	WATER SERVIC	10/2023	01-2801-00	OCT 23	30,231.57	
231350	1 -1082	PUBLIC SERVICE COMPANY OF	OCTOBER 2023	ELECTRIC SER	10/2023	95116418005	OCT 23	567.78	
DEPARTMENT TOTAL:								30,799.35	
DEPARTMENT: 562		ANIMAL CONTROL							
231347	1 -1047	JENKS PUBLIC WORKS AUTHOR	OCTOBER 2023	WATER SERVIC	10/2023	05-2105-00	OCT 23	218.02	
231351	1 -1701	PUBLIC SERVICE CO. OF OKL	OCTOBER 2023	ELECTRIC SER	10/2023	95323119305	OCT 23	433.76	
DEPARTMENT TOTAL:								651.78	
FUND TOTAL:								66,686.21	

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P.O.#	VENDOR #	NAME	SUMMARY REPORT	2023-10-17 Jenks City Council Agenda	INVOICE	Page 65 of 329
DEPARTMENT: 321		CENTRAL DISPATCH				
230028	1 -1039	INCOG	E-911 ADMINISTRATIVE SERV	10/2023	E-002094 OCT 23	5,917.27
					DEPARTMENT TOTAL:	5,917.27
					FUND TOTAL:	5,917.27
					GRAND TOTAL:	72,603.48

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2023.10.17 Jenks City Council Agenda

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PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
10/2023	10	5-213-5250	CONTRACTUAL SERVICES	6,998.30	
10/2023	10	5-214-5254	SUBSCRIPTIONS	409.69	
10/2023	10	5-245-5260	UTILITIES	3,154.58	
10/2023	10	5-311-5238	VEHICLE FUEL	138.59	
10/2023	10	5-311-5254	SUBSCRIPTIONS	248.52	
10/2023	10	5-311-5260	UTILITIES	845.09	
10/2023	10	5-411-5260	UTILITIES	3,368.57	
10/2023	10	5-512-5254	SUBSCRIPTIONS	10,436.82	
10/2023	10	5-521-5248	REPAIR AND MAINTENANCE	156.42	
10/2023	10	5-521-5260	UTILITIES	9,478.50	
10/2023	10	5-561-5260	UTILITIES	30,799.35	
10/2023	10	5-562-5260	UTILITIES	651.78	66,686.21
10/2023	16	5-321-5254	SUBSCRIPTIONS	5,917.27	5,917.27
			GRAND TOTAL ESTIMATE:		0.00
			GRAND TOTAL ACTUAL:		72,603.48
			REPORT TOTAL:		72,603.48

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P.O.#	VENDOR #	NAME	SUMMARY	2023-10-17	Jenks City Council Agenda	INVOICE	Page 67 of 329
DEPARTMENT: 221 MUNICIPAL COURT							
230030	1 -2586	A T & T MOBILITY	AIRCARDS/IPADS/PH 23-24	10/2023	704-4299	OCT 23	61.79
DEPARTMENT TOTAL:							61.79
DEPARTMENT: 231 GENERAL GOVERNMENT							
230030	1 -2586	A T & T MOBILITY	AIRCARDS/IPADS/PH 23-24	10/2023	287291914369	OCT23	207.70
DEPARTMENT TOTAL:							207.70
DEPARTMENT: 245 COMMUNITY DEVELOPMENT							
230012	1 -1073	OKLAHOMA NATURAL GAS	GAS SERVICE 23-24	10/2023	113491891	10-23	387.64
230018	1 -2101	AMERICAN WASTE CONTROL INC	TRASH SERVICE 23-24	10/2023	0006740150	09-01	264.26
DEPARTMENT TOTAL:							651.90
DEPARTMENT: 311 UNIFORMED PATROL							
230183	1 -1542	CINTAS CORPORATION	WTR COOLER 23-24 AGREEMNT	10/2023	9241669048A	10-01	148.50
230184	1 -1542	CINTAS CORPORATION	JUL23-JUN24 WTR COOL AGRE	10/2023	9241669048	10-01	150.00
230030	1 -2586	A T & T MOBILITY	AIRCARDS/IPADS/PH 23-24	10/2023	287291914369	OCT23	1,248.74
DEPARTMENT TOTAL:							1,547.24
DEPARTMENT: 411 FIRE SUPPRESSION							
230012	1 -1073	OKLAHOMA NATURAL GAS	GAS SERVICE 23-24	10/2023	109782864	10-23	222.32
230018	1 -2101	AMERICAN WASTE CONTROL INC	TRASH SERVICE 23-24	10/2023	0006734379	10-01	210.40
230030	1 -2586	A T & T MOBILITY	AIRCARDS/IPADS/PH 23-24	10/2023	287291914369	10-23	447.94
DEPARTMENT TOTAL:							880.66
DEPARTMENT: 521 STREET MAINTENANCE							
230011	1 -2027	O G & E ELECTRIC SERVICES	ELECTRIC SERVICE 23-24	10/2023	128515769-7	OCT 23	29.48
231228	1 -4097	HARDING ASPHALT & SON LLC	Q:ASPHALT PAVING AQ PL	10/2023	09-28-2023	09-23	5,800.00
DEPARTMENT TOTAL:							5,829.48

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P.O.#	VENDOR #	NAME	SUMMARY	2023-10-17	Jenks City Council Agenda	INVOICE	Page 68 of 329
DEPARTMENT: 561		PARKS & GROUNDS					
230550	1 -2371	NOVALCO INC	Q: METAL DOOR RPLC VET PK	10/2023	14353662 09-27	3,355.75	
230030	1 -2586	A T & T MOBILITY	AIRCARDS/IPADS/PH 23-24	10/2023	28729191436910-23	200.20	
DEPARTMENT TOTAL:						3,555.95	
DEPARTMENT: 562		ANIMAL CONTROL					
230012	1 -1073	OKLAHOMA NATURAL GAS	GAS SERVICE 23-24	10/2023	251827736 10-23	49.38	
230030	1 -2586	A T & T MOBILITY	AIRCARDS/IPADS/PH 23-24	10/2023	287291914369 10-2	80.08	
DEPARTMENT TOTAL:						129.46	
FUND TOTAL:						12,864.18	
GRAND TOTAL:						12,864.18	

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2023.10.17 Jenks City Council Agenda

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PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
10/2023	10	5-221-5258	COMMUNICATIONS	61.79	
10/2023	10	5-231-5258	COMMUNICATIONS	207.70	
10/2023	10	5-245-5250	CONTRACTUAL SERVICES	264.26	
10/2023	10	5-245-5260	UTILITIES	387.64	
10/2023	10	5-311-5242	MATERIALS AND SUPPLIES	298.50	
10/2023	10	5-311-5258	COMMUNICATIONS	1,248.74	
10/2023	10	5-411-5250	CONTRACTUAL SERVICES	210.40	
10/2023	10	5-411-5258	COMMUNICATIONS	447.94	
10/2023	10	5-411-5260	UTILITIES	222.32	
10/2023	10	5-521-5248	REPAIR AND MAINTENANCE	5,800.00	
10/2023	10	5-521-5260	UTILITIES	29.48	
10/2023	10	5-561-5248	REPAIR AND MAINTENANCE	3,355.75	
10/2023	10	5-561-5258	COMMUNICATIONS	200.20	
10/2023	10	5-562-5258	COMMUNICATIONS	80.08	
10/2023	10	5-562-5260	UTILITIES	49.38	12,864.18

GRAND TOTAL ESTIMATE: 0.00

GRAND TOTAL ACTUAL: 12,864.18

REPORT TOTAL: 12,864.18

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P.O. #	VENDOR #	NAME	SUMMARY REPORT				INVOICE	Page 70 of 329
2023-10-17 Jenks City Council Agenda								
DEPARTMENT: 411		FIRE SUPPRESSION						
230577	1 -3285	MATTHEW MITCHELL	PER DIEM NFPA 1403 CERT	10/2023	PER DIEM NFPA OCT-		240.00	
230578	1 -3304	ALEXANDER WATKINS	PER DIEM NFPA 1403 CERT	10/2023	PER DIEM NFPA OCT		240.00	
DEPARTMENT TOTAL:							480.00	
FUND TOTAL:							480.00	
GRAND TOTAL:							480.00	

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2023.10.17 Jenks City Council Agenda

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PERIOD	G/L ACCOUNT	NAME	AMOUNT	TOTAL
10/2023	10 5-411-5125	TRAINING & SCHOOLS	480.00	480.00
GRAND TOTAL ESTIMATE:				0.00
GRAND TOTAL ACTUAL:				480.00
REPORT TOTAL:				480.00

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P.O.#	VENDOR #	NAME	SUMMARY LINE	2023-10-17	Jenks City Council Agenda	INVOICE	Page 72 of 329
DEPARTMENT: 211		CITY MANAGER					
230136	1 -1338	COMPSOURCE MUTUAL INSURANCE	WORKERS COMP PREMIUM	10/2023	1023744601	10-01	44.35
						DEPARTMENT TOTAL:	44.35
DEPARTMENT: 212		CITY CLERK					
230136	1 -1338	COMPSOURCE MUTUAL INSURANCE	WORKERS COMP PREMIUM	10/2023	1023744601	10-01	44.35
						DEPARTMENT TOTAL:	44.35
DEPARTMENT: 213		CITY TREASURER					
230136	1 -1338	COMPSOURCE MUTUAL INSURANCE	WORKERS COMP PREMIUM	10/2023	1023744601	10-01	29.57
						DEPARTMENT TOTAL:	29.57
DEPARTMENT: 214		CITY ATTORNEY					
230136	1 -1338	COMPSOURCE MUTUAL INSURANCE	WORKERS COMP PREMIUM	10/2023	1023744601	10-01	14.78
						DEPARTMENT TOTAL:	14.78
DEPARTMENT: 216		PERSONNEL					
230136	1 -1338	COMPSOURCE MUTUAL INSURANCE	WORKERS COMP PREMIUM	10/2023	1023744601	10-01	36.96
						DEPARTMENT TOTAL:	36.96
DEPARTMENT: 218		ADMIN SUPPORT/RECORDS					
230136	1 -1338	COMPSOURCE MUTUAL INSURANCE	WORKERS COMP PREMIUM	10/2023	1023744601	10-01	22.18
						DEPARTMENT TOTAL:	22.18
DEPARTMENT: 221		MUNICIPAL COURT					
230136	1 -1338	COMPSOURCE MUTUAL INSURANCE	WORKERS COMP PREMIUM	10/2023	1023744601	10-01	22.18
						DEPARTMENT TOTAL:	22.18

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P.O.#	VENDOR #	NAME	SUMMARY LINE	2023-10-17	Jenks City Council Agenda	INVOICE	Page 73 of 329
DEPARTMENT: 241		CITY PLANNER					
230136	1 -1338	COMPSOURCE MUTUAL INSURANCE	WORKERS COMP PREMIUM	10/2023	1023744601	10-01	22.18
						DEPARTMENT TOTAL:	22.18
DEPARTMENT: 311		UNIFORMED PATROL					
230136	1 -1338	COMPSOURCE MUTUAL INSURANCE	WORKERS COMP PREMIUM	10/2023	1023744601	10-01	6,024.12
						DEPARTMENT TOTAL:	6,024.12
DEPARTMENT: 315		POLICE RESERVE					
230136	1 -1338	COMPSOURCE MUTUAL INSURANCE	WORKERS COMP PREMIUM	10/2023	1023744601	10-01	650.46
						DEPARTMENT TOTAL:	650.46
DEPARTMENT: 321		CENTRAL DISPATCH					
230136	1 -1338	COMPSOURCE MUTUAL INSURANCE	WORKERS COMP PREMIUM	10/2023	1023744601	10-01	73.91
						DEPARTMENT TOTAL:	73.91
DEPARTMENT: 331		CODE ENFORCEMENT					
230136	1 -1338	COMPSOURCE MUTUAL INSURANCE	WORKERS COMP PREMIUM	10/2023	1023744601	10-01	14.78
						DEPARTMENT TOTAL:	14.78
DEPARTMENT: 411		FIRE SUPPRESSION					
230136	1 -1338	COMPSOURCE MUTUAL INSURANCE	WORKERS COMP PREMIUM	10/2023	1023744601	10-01	7,561.57
						DEPARTMENT TOTAL:	7,561.57
DEPARTMENT: 412		FIRE VOLUNTEERS					
230136	1 -1338	COMPSOURCE MUTUAL INSURANCE	WORKERS COMP PREMIUM	10/2023	1023744601	10-01	443.49
						DEPARTMENT TOTAL:	443.49

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P.O.#	VENDOR #	NAME	SUMMARY	DATE	INVOICE	Page 74 of 329
2023-10-17 Jenks City Council Agenda						
DEPARTMENT: 512		PROTECTIVE INSPECTIONS				
230136	1 -1338	COMPSOURCE MUTUAL INSURANCEWORKERS COMP PREMIUM	10/2023	1023744601 10-01		317.84
				DEPARTMENT TOTAL:		317.84
DEPARTMENT: 521		STREET MAINTENANCE				
230136	1 -1338	COMPSOURCE MUTUAL INSURANCEWORKERS COMP PREMIUM	10/2023	1023744601 10-01		576.54
				DEPARTMENT TOTAL:		576.54
DEPARTMENT: 561		PARKS & GROUNDS				
230136	1 -1338	COMPSOURCE MUTUAL INSURANCEWORKERS COMP PREMIUM	10/2023	1023744601 10-01		879.59
				DEPARTMENT TOTAL:		879.59
DEPARTMENT: 562		ANIMAL CONTROL				
230136	1 -1338	COMPSOURCE MUTUAL INSURANCEWORKERS COMP PREMIUM	10/2023	1023744601 10-01		110.87
				DEPARTMENT TOTAL:		110.87
				FUND TOTAL:		16,889.72
				GRAND TOTAL:		16,889.72

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G / L RECAP

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PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
10/2023	10	5-211-5121	WORKERS' COMPENSATION	44.35	
10/2023	10	5-212-5121	WORKERS' COMPENSATION	44.35	
10/2023	10	5-213-5121	WORKERS' COMPENSATION	29.57	
10/2023	10	5-214-5121	WORKERS' COMPENSATION	14.78	
10/2023	10	5-216-5121	WORKERS' COMPENSATION	36.96	
10/2023	10	5-218-5121	WORKERS' COMPENSATION	22.18	
10/2023	10	5-221-5121	WORKERS' COMPENSATION	22.18	
10/2023	10	5-241-5121	WORKERS' COMPENSATION	22.18	
10/2023	10	5-311-5121	WORKERS' COMPENSATION	6,024.12	
10/2023	10	5-315-5121	WORKERS' COMPENSATION	650.46	
10/2023	10	5-321-5121	WORKERS' COMPENSATION	73.91	
10/2023	10	5-331-5121	WORKERS' COMPENSATION	14.78	
10/2023	10	5-411-5121	WORKERS' COMPENSATION	7,561.57	
10/2023	10	5-412-5121	WORKERS' COMPENSATION	443.49	
10/2023	10	5-512-5121	WORKERS' COMPENSATION	317.84	
10/2023	10	5-521-5121	WORKERS' COMPENSATION	576.54	
10/2023	10	5-561-5121	WORKERS' COMPENSATION	879.59	
10/2023	10	5-562-5121	WORKERS' COMPENSATION	110.87	16,889.72
GRAND TOTAL ESTIMATE:				0.00	
GRAND TOTAL ACTUAL:					16,889.72
REPORT TOTAL:					16,889.72

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P.O.#	VENDOR #	NAME	2023-10-17 Jenkins City Council Agenda INVOICE						Page 76 of 329	
DEPARTMENT: 411		FIRE SUPPRESSION								
230048	1 -1726	OTA PIKEPASS CUSTOMER SVC	OCT 23	MONTHLY PIKE PASS	10/2023	20230994326	OCT 23	66.23		
		DEPARTMENT TOTAL:							66.23	
DEPARTMENT: 512		PROTECTIVE INSPECTIONS								
230048	1 -1726	OTA PIKEPASS CUSTOMER SVC	OCT 23	MONTHLY PIKE PASS	10/2023	20230994326	OCT 23	1.75		
		DEPARTMENT TOTAL:							1.75	
DEPARTMENT: 521		STREET MAINTENANCE								
230048	1 -1726	OTA PIKEPASS CUSTOMER SVC	OCT 23	MONTHLY PIKE PASS	10/2023	20230994326	OCT 23	3.85		
		DEPARTMENT TOTAL:							3.85	
DEPARTMENT: 561		PARKS & GROUNDS								
230048	1 -1726	OTA PIKEPASS CUSTOMER SVC	OCT 23	MONTHLY PIKE PASS	10/2023	20230994326	OCT 23	14.70		
		DEPARTMENT TOTAL:							14.70	
		FUND TOTAL:							86.53	
		GRAND TOTAL:							86.53	

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2023.10.17 Jenks City Council Agenda

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PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
10/2023	10	5-411-5250	CONTRACTUAL SERVICES	66.23	
10/2023	10	5-512-5234	TRAVEL	1.75	
10/2023	10	5-521-5234	TRAVEL	3.85	
10/2023	10	5-561-5234	TRAVEL	14.70	86.53
GRAND TOTAL ESTIMATE:					0.00
GRAND TOTAL ACTUAL:					86.53
REPORT TOTAL:					86.53

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GENERAL FUND ENCUMBRANCES AND EXPENDITURES

Payroll and Benefits for approval October 1, 2023 through October 15, 2023
PAID UNAPPROVED

	BIWEEKLY	SEMI-MONTHLY
PAYROLL FOR EMPLOYEES	\$130,000.00	\$45,000.00

EMPLOYEE PAID PAYROLL BENEFITS INCLUDED IN PAYROLL

Bancfirst	Federal Tax Deposit	\$11,500.00	\$3,500.00
Bancfirst	State Tax Deposit	\$4,500.00	\$1,500.00
Bancfirst	FICA/Medicare Taxes	\$5,900.00	\$600.00
AFLAC	Accident Insurance	\$500.00	\$0.00
Benefits Resource Inc	Flex Plan	\$1,550.00	\$150.00
Community Care	Medical Insurance	\$500.00	\$1,000.00
Dearborn Life	Previous Life Insurance	\$150.00	\$0.00
Delta Dental	Dental Insurance	\$800.00	\$400.00
FF Dues	Firefighters Union/Station Dues	\$0.00	\$600.00
FOP DUES	Police Union Dues	\$600.00	\$0.00
Garnishments	Various CS, EDUC, GARNISH	\$300.00	\$450.00
OK Fire Pension	9% Fire Retirement	\$800.00	\$3,700.00
Mutual of Omaha	Life Insurance	\$375.00	\$75.00
OK Police Pension	8% Police Retirement	\$5,000.00	\$0.00
Vision Services Plan	Vision Insurance	\$150.00	\$50.00
VOYA	457 Retirement	\$1,800.00	\$0.00
	TOTAL	\$34,425.00	\$12,025.00

ADDITIONAL EMPLOYER PAID PAYROLL BENEFITS

Bancfirst	FICA/Medicare	\$5,000.00	\$600.00
Community Care	Medical Insurance	\$18,000.00	\$5,750.00
Fire Pension	14% Fire Retirement	\$0.00	\$7,000.00
Mutual of Omaha	Life Insurance	\$300.00	\$90.00
OKMRF	6.8% Employee Retirement	\$4,000.00	\$0.00
Police Pension	13% Police Retirement	\$8,000.00	\$0.00
	TOTAL	\$35,300.00	\$13,440.00

*Please note that expenditures and encumbrances are shown based on 26 pay periods unless noted as semimonthly.

GENERAL FUND ENCUMBRANCES AND EXPENDITURES

Payroll and Benefits for approval September 16, 2023 through September 30, 2023

PAID UNAPPROVED

	BIWEEKLY	SEMI-MONTHLY
PAYROLL FOR EMPLOYEES	\$134,000.00	\$45,000.00

EMPLOYEE PAID PAYROLL BENEFITS INCLUDED IN PAYROLL

Bancfirst	Federal Tax Deposit	\$11,750.00	\$3,500.00
Bancfirst	State Tax Deposit	\$4,750.00	\$1,500.00
Bancfirst	FICA/Medicare Taxes	\$6,000.00	\$600.00
AFLAC	Accident Insurance	\$500.00	\$0.00
Benefits Resource Inc	Flex Plan	\$1,550.00	\$150.00
Community Care	Medical Insurance	\$500.00	\$1,000.00
Dearborn Life	Previous Life Insurance	\$150.00	\$0.00
Delta Dental	Dental Insurance	\$800.00	\$400.00
FF Dues	Firefighters Union/Station Dues	\$0.00	\$600.00
FOP DUES	Police Union Dues	\$600.00	\$0.00
Garnishments	Various CS, EDUC, GARNISH	\$300.00	\$450.00
OK Fire Pension	9% Fire Retirement	\$800.00	\$3,700.00
Mutual of Omaha	Life Insurance	\$375.00	\$75.00
OK Police Pension	8% Police Retirement	\$5,000.00	\$0.00
Vision Services Plan	Vision Insurance	\$150.00	\$50.00
VOYA	457 Retirement	\$1,800.00	\$0.00
	TOTAL	\$35,025.00	\$12,025.00

ADDITIONAL EMPLOYER PAID PAYROLL BENEFITS

Bancfirst	FICA/Medicare	\$5,500.00	\$600.00
Community Care	Medical Insurance	\$20,000.00	\$5,750.00
Fire Pension	14% Fire Retirement	\$0.00	\$7,000.00
Mutual of Omaha	Life Insurance	\$500.00	\$90.00
OKMRF	6.8% Employee Retirement	\$4,500.00	\$0.00
Police Pension	13% Police Retirement	\$8,500.00	\$0.00
	TOTAL	\$39,000.00	\$13,440.00

*Please note that expenditures and encumbrances are shown based on 26 pay periods unless noted as semimonthly.

City of Jenks
Fund 10
Financial Position
As of 09/30/2023

	Actual FY 23-24 Jul 1 - Sep 30	Budget Year 2 FY 23-24	Actual FY 22-23 Jul 1 - Sep 30
Gross Revenues:			
Sales Tax Collections	\$ 2,834,799.39	\$ 11,090,000.00	\$ 2,785,025.70
Use Tax Collections	667,274.89	2,880,000.00	721,675.97
Other Licenses & Permits	12,347.50	7,500.00	927.50
Electrical Licenses	4,375.00	15,000.00	3,750.00
Plumbing Licenses	4,150.00	15,000.00	5,625.00
Mechanical Licenses	2,214.50	9,800.00	3,375.00
Beverage Licenses	10,650.00	40,000.00	7,495.00
Solicitors Licenses	140.00	2,000.00	360.00
Sign Permits	425.00	2,000.00	325.00
Electrical Permits	6,225.00	30,000.00	5,993.75
Plumbing Permits	7,335.00	30,000.00	7,468.75
Mechanical Permits	6,500.00	30,000.00	5,943.75
Building Permits	21,519.64	220,000.00	20,864.31
Fire Permits	4,926.00	15,000.00	2,657.00
Solid Waste Revenue	13,670.23	58,000.00	8,794.88
Fireworks Permits	6,070.00	10,000.00	6,060.00
Inspection/Reinspection Fees	1,810.00	12,000.00	2,260.00
Engineering Fees	8,100.00	25,000.00	5,500.00
Building Permits Admin Fee	132.50	1,800.00	526.50
Zoning Applications	2,430.00	10,000.00	5,945.00
Alcoholic Beverage Tax	20,590.59	68,000.00	22,378.40
Franchise Fees	365,622.55	1,200,000.00	365,371.43
McDonald's Rental Income	8,880.00	53,000.00	17,760.00
Assessment Letter	200.00	1,000.00	150.00
Miscellaneous Revenue*	119,559.23	105,000.00	125,677.73
Municipal Court Fine	41,690.24	175,000.00	37,066.90
Miscellaneous Zoning Fees	7,000.00	40,000.00	10,750.00
Gross Receipts	22,585.90	200,000.00	50,852.15
Community Room Rental	500.00	1,490.00	540.00
Auction Sales	-	10,000.00	-
Interest	2,338.60	100,000.00	11,723.26
Interest on Investment	2,466.80	30,000.00	5,508.63
Total Gross Revenues:	\$ 4,206,528.56	\$ 16,486,590.00	\$ 4,248,351.61

Expenditures:			
City Manager	\$ 60,224.15	\$ 316,000.00	\$ 67,046.97
City Clerk	73,806.62	311,300.00	82,184.44
City Treasurer	68,729.34	235,500.00	64,321.98
City Attorney	18,013.94	69,000.00	12,081.66
Personnel	57,996.89	229,500.00	63,764.51
Admin Support / Records	19,534.77	84,400.00	21,801.27
Municipal Court	46,181.53	98,800.00	39,715.49
General Government	132,373.70	350,500.00	121,796.36
City Planner	3,735.16	103,700.00	13,196.03
Community Development	105,960.63	30,000.00	11,718.96
Uniformed Patrol	815,442.84	3,210,800.00	961,420.67
Police Reserves	47,537.20	278,100.00	62,990.71
Central Dispatch	143,204.07	655,700.00	117,706.62
Code Enforcement	16,333.10	82,100.00	23,613.14
Fire Suppression	1,058,572.24	3,398,000.00	990,100.66
Fire Volunteers	3,924.87	76,300.00	4,807.21
Protective Inspections	83,193.11	310,400.00	85,078.44
Street Maintenance	207,862.39	630,100.00	169,932.87
General Maintenance	6,143.59	28,500.00	2,571.09
Parks & Grounds	350,358.96	695,200.00	264,962.29
Animal Control	42,117.54	187,800.00	47,830.66
Total Operating Expenditures:	\$ 3,361,246.64	\$ 11,381,700.00	\$ 3,228,642.03
Capital Expenditures:			
Small Capital Projects	\$ -	\$ -	\$ -
Excess (deficiency) of Revenues over Expenditures:	\$ 845,281.92	\$ 5,104,890.00	\$ 1,019,709.58
Transfers (In/Out)			
Transfers In	1,972,999.60	\$ 8,585,110.00	\$ 1,975,606.58
Transfer In - F.59 - Horse Ranch Purchase	-	-	-
Transfers Out	(3,502,074.28)	(14,122,900.00)	(3,506,701.67)
Total Transfers:	\$ (1,529,074.68)	\$ (5,537,790.00)	\$ (1,531,095.09)
Net Change in Fund Balance:	\$ (683,792.76)	\$ (432,900.00)	\$ (511,385.51)

Transaction Date	Transaction Time	Card Number	Custom Vehicle/Asset ID	Units	Product	Merchant Name	Merchant Address	Merchant City	Merchant State / Province	Merchant Postal Code	Current Odometer	Adjusted Odometer	Driver Last Name	Driver Department	Department
08/21/2023	23:49:48	****01541	311 20 4199	5.92	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037		51045	LUTTRELL	311	311
08/22/2023	05:57:53	****00501	311 11 1550	20.7	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037		90302	Bowdle	311	311
08/22/2023	07:17:27	****01311	311 18 3659	9.52	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037		77861	PIERCE	311	311
08/22/2023	13:49:35	****01451	411 ENGINE 2	16.7	DSL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037		42050	LAMBDIN	411	411
08/22/2023	13:57:10	****01771	411 601 COMMAND 1	12.7	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037		2449	OSTRUM	411	411
08/22/2023	14:16:50	****00051	311 17 4535	10.7	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037		64701	DAVIS	311	311
08/22/2023	14:37:19	****00771	561 649 04 FORD	33.1	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037		146336	GERJES	561	561
08/22/2023	15:56:57	****01321	311 18 3660	7.72	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037		86643	TURNER	315	311
08/22/2023	16:21:00	****00532	311 16 8369	13.5	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037		107727	COLE	311	311
08/22/2023	23:24:13	****01541	311 20 4199	7.07	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037		51127	LUTTRELL	311	311
08/23/2023	01:53:22	****01531	311 20 4197	9.89	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037		30878	Solomon	311	311
08/23/2023	08:00:06	****00281	311 14 0892	12.3	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037		87627	zumwalt	315	311
08/23/2023	08:43:35	****01641	311 21 3180	14.8	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037		8151	MARKHAM	311	311
08/23/2023	11:34:59	****01751	311 23 7303	14.6	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037		5596	CHANDLEE	311	311
08/23/2023	13:20:23	****01461	411 ENGINE 1	11.5	DSL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037		39980	MITCHELL	411	411
08/23/2023	13:46:07	****01341	311 18 9940	5.59	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037		55409	Crow	311	311
08/23/2023	15:11:30	****01621	411 BRUSH 2	12.5	DSL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037		116463	MITCHELL	411	411
08/23/2023	21:38:00	****00811	311 17 2923	12.8	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037		91237	millier	311	311
08/23/2023	21:54:01	****01501	311 20 4189	13.2	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037		35592	Goode	311	311
08/23/2023	21:56:57	****01631	311 21 3044	15.7	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037		28536	Galloway	311	311
08/24/2023	04:51:44	****00231	311 17 2922	11.1	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037		107747	simmons	311	311
08/24/2023	08:02:35	****01771	411 601 COMMAND 1	15.3	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037		2650	OSTRUM	411	411
08/24/2023	10:39:29	****01421	411 TRUCK 1	14.7	DSL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037		18542	SCHULTZE	411	411
08/24/2023	12:57:16	****00711	512 501 12 FORD	33.3	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037		109812	ORTEGON	512	512
08/24/2023	13:05:51	****00611	562 10 6035	14.6	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037		92119	GRAVES	562	562
08/24/2023	13:36:00	****00131	311 14 0890	7.43	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037		98337	98462 parker	315	311
08/24/2023	13:48:28	****01271	311 18 4850	7.5	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037		47831	47777 ARNOLD	311	311
08/24/2023	13:54:10	****01261	311 18 4849	11.3	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037		76364	76672 KNOWLTON	311	311
08/24/2023	18:00:05	****00801	311 15 3007	11.9	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037		67195	gollday	311	311
08/24/2023	18:31:13	****01451	411 ENGINE 2	16.3	DSL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037		42110	Hill	411	411
08/24/2023	21:32:33	****01321	311 18 3660	8.22	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037		86718	TURNER	315	311
08/25/2023	07:01:01	****01301	311 18 9938	10	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037		74284	SANCHEZ	311	311
08/25/2023	08:01:50	****01311	311 18 3659	6.89	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037		77956	PIERCE	311	311
08/25/2023	09:18:40	****01761	311 23 7425	20.1	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037		4401	4290 simpson-brow	311	311
08/25/2023	11:30:40	****01291	311 18 3658	10.2	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037		65746	Hash	311	311
08/25/2023	13:45:24	****01341	311 18 9940	8.5	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037		55478	Crow	311	311
08/25/2023	14:03:44	****00301	411 UTILITY 1	12.5	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037		40280	40041 IRELAND	411	411
08/25/2023	14:06:44	****01261	311 18 4849	11.3	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037		76492	77104 KNOWLTON	311	311
08/25/2023	14:13:01	****00441	512 660 16 HYUNDA	13.6	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037		61812	rush	512	512
08/25/2023	15:39:37	****01261	311 18 4849	1.03	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037		76500	76531 KNOWLTON	311	311
08/25/2023	16:36:55	****00662	311 10 6037	12.4	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037		36	50030 KEISER	315	311
08/25/2023	18:42:03	****00051	311 17 4535	9.26	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037		64762	DAVIS	311	311
08/25/2023	22:16:46	****01501	311 20 4189	11.4	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037		35740	Goode	311	311
08/26/2023	00:31:41	****01531	311 20 4197	12	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037		30979	Solomon	311	311
08/26/2023	00:32:04	****01541	311 20 4199	7.15	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037		51212	LUTTRELL	311	311
08/26/2023	05:52:19	****01351	311 18 3661	13.4	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037		63011	NUNNELEE	315	311
08/26/2023	07:11:32	****00841	311 14 0891	5.3	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037		85471	85500 RACHAL	315	311
08/26/2023	13:10:20	****01271	311 18 4850	4.18	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037		47893	ARNOLD	311	311
08/26/2023	13:23:20	****01311	311 18 3659	6.64	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037		78040	PIERCE	311	311
08/26/2023	13:47:46	****01341	311 18 9940	4.84	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037		55510	Crow	311	311
08/26/2023	15:10:21	****01261	311 18 4849	11.5	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037		76594	76939 KNOWLTON	311	311
08/26/2023	20:31:40	****01421	411 TRUCK 1	12.5	DSL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037		18575	CROWDER	411	411
08/26/2023	22:05:54	****00532	311 16 8369	11.2	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037		107845	COLE	311	311
08/26/2023	22:38:29	****00291	311 16 6483	11.3	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037		93712	millier	311	311
08/26/2023	22:57:03	****01771	411 601 COMMAND 1	21.9	UNL	Quiktrip 0036	1040 E Taft Ave	Sapulpa	OK	74066		2974	OSTRUM	411	411
08/27/2023	00:23:39	****01451	411 ENGINE 2	19.3	DSL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037		42192	OSGOOD	411	411
08/27/2023	00:49:00	****01541	311 20 4199	12.6	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037		51356	LUTTRELL	311	311
08/27/2023	05:54:58	****01331	311 18 9939	14	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037		64840	SEMKE	311	311
08/27/2023	09:23:46	****01461	411 ENGINE 1	12.9	DSL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037		40042	SCHULTZE	411	411
08/27/2023	14:02:23	****01341	311 18 9940	4.2	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037		55532	55555 Crow	311	311
08/27/2023	15:07:30	****01731	311 23 7435	6.41	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037		1563	Shouse	311	311
08/27/2023	15:07:59	****01261	311 18 4849	11.2	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037		76724	77022 KNOWLTON	311	311
08/27/2023	19:52:04	****00801	311 15 3007	10.5	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037		67321	gollday	311	311
08/27/2023	21:52:08	****01261	311 18 4849	7.22	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037		76815	77000 KNOWLTON	311	311
08/28/2023	01:20:04	****01541	311 20 4199	6.61	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037		51451	LUTTRELL	311	311
08/28/2023	04:34:55	****00532	311 16 8369	13	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037		107969	COLE	311	311
08/28/2023	07:50:30	****01751	311 23 7303	22.4	UNL	Quiktrip 0024	18 S 193rd East Ave	Tulsa	OK	74108		5899	CHANDLEE	311	311
08/28/2023	08:18:23	****01311	311 18 3659	8.9	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037		78148	PIERCE	311	311
08/28/2023	09:46:35	****00281	311 14 0892	7.47	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037		87722	zumwalt	315	311
08/28/2023	12:51:04	****01451	411 ENGINE 2	17.2	DSL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037		42263	LAMBDIN	411	411
08/28/2023	12:55:29	****01781	411 602 COMMAND 2	20.2	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037		858	ZICKEFOOSE	411	411

08/28/2023 13:01:52	****01601	512 504 13 HILNDR	16 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	145890	CLOYDE	511	512
08/28/2023 14:47:07	****00901	311 17 4536	12.2 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	50800	McNulty	311	311
08/28/2023 17:07:58	****01421	411 TRUCK 1	17.1 DSL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	18643	IRELAND	411	411
08/28/2023 21:45:34	****01261	311 18 4849	7.5 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	76887	KNOWLTON	311	311
08/29/2023 00:11:25	****01541	311 20 4199	7.76 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	51535	LUTTRELL	311	311
08/29/2023 05:19:33	****00111	311 13 9781	9.49 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	124319	LUTTRELL	311	311
08/29/2023 05:46:06	****01641	311 21 3180	15 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	8346	MARKHAM	311	311
08/29/2023 05:58:23	****01331	311 18 9939	7.62 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	64945	SEMKE	311	311
08/29/2023 07:09:43	****00131	311 14 0890	4.31 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	98363	SANCHEZ	315	311
08/29/2023 07:41:58	****01281	311 18 0441	13.4 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	37291	SCOTTD	311	311
08/29/2023 10:06:58	****01611	561 637 07 FORD	21.6 UN+	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	122495	LEWIS	521	561
08/29/2023 11:32:34	****01311	311 18 3659	8.02 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	78252	PIERCE	311	311
08/29/2023 13:53:08	****00411	311 13 9181	5.77 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	72868	RACHAL	315	311
08/29/2023 14:08:51	****00051	311 17 4535	11.1 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	64855	DAVIS	311	311
08/29/2023 16:03:26	****01461	411 ENGINE 1	19.5 DSL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	40114	MITCHELL	411	411
08/29/2023 19:24:13	****00801	311 15 3007	14.8 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	67524	golliday	311	311
08/29/2023 23:22:11	****00231	311 17 2922	13.8 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	107945	107829 simmons	311	311
08/30/2023 07:29:32	****01531	311 20 4197	11.7 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	31062	Solomon	311	311
08/30/2023 09:37:47	****01461	411 ENGINE 1	9.08 DSL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	40159	SCHULTZE	411	411
08/30/2023 09:41:47	****01471	411 COMMAND 2	6.83 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	33063	MCCAWLEY	411	411
08/30/2023 10:23:28	****00532	311 16 8369	13 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	108100	COLE	311	311
08/30/2023 13:13:15	****01351	311 18 3661	12.1 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	63177	NUNNELEE	315	311
08/30/2023 13:32:44	****00611	562 10 6035	15.4 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	92246	GRAVES	562	562
08/30/2023 15:11:22	****01771	411 601 COMMAND 1	21 UNL	Quiktrip 0036	1040 E Taft Ave	Sapulpa	OK	74066	3278	OSTRUM	411	411
08/30/2023 16:19:27	****01501	311 20 4189	12.5 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	35896	Goode	311	311
08/30/2023 22:51:58	****00291	311 16 6483	10.3 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	93804	millar	311	311
08/31/2023 05:51:01	****01301	311 18 9938	9.83 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	74390	SANCHEZ	311	311
08/31/2023 09:01:56	****01362	411 COMMAND 1	23.1 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	86297	o brien	411	411
08/31/2023 09:15:38	****01451	411 ENGINE 2	19 DSL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	42336	SCHULTZE	411	411
08/31/2023 11:33:38	****01231	562 651 10 FORD	30.3 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	101298	reid	562	562
08/31/2023 13:57:43	****01341	311 18 9940	7.64 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	55594	Crow	311	311
08/31/2023 14:51:37	****00351	311 13 4107	8.34 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	103034	parker	315	311
08/31/2023 15:11:38	****01741	311 23 7347	20.6 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	2863	Jackson	311	311
08/31/2023 17:47:32	****00801	311 15 3007	13.1 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	67685	golliday	311	311
09/01/2023 04:41:42	****00231	311 17 2922	11 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	108088	simmons	311	311
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09/01/2023 13:54:34	****01261	311 18 4849	13.6 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	77048	KNOWLTON	311	311
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09/01/2023 17:20:41	****01291	311 18 3658	8.39 UNL	Quiktrip 0098	12037 S Memorial Dr Bixby	Jenks	OK	74008-2031	65855	Hash	311	311
09/01/2023 17:35:47	****01461	411 ENGINE 1	14.7 DSL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	40211	CROWDER	411	411
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09/01/2023 21:51:17	****01541	311 20 4199	13.2 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	51702	LUTTRELL	311	311
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09/02/2023 07:21:32	****01271	311 18 4850	9.87 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	48036	ARNOLD	311	311
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09/02/2023 14:13:40	****01341	311 18 9940	5.37 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	55680	Crow	311	311
09/02/2023 18:07:07	****01261	311 18 4849	11.2 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	77164	KNOWLTON	311	311
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09/03/2023 05:58:43	****01331	311 18 9939	7.64 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	65225	SEMKE	311	311
09/03/2023 13:52:52	****01341	311 18 9940	5.53 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	55670	55725 Crow	311	311
09/03/2023 17:41:35	****01631	311 21 3044	13.5 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	28670	Galloway	311	311
09/03/2023 19:18:49	****01351	311 18 3661	10.2 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	63302	NUNNELEE	315	311
09/03/2023 20:16:10	****01261	311 18 4849	11.1 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	77277	KNOWLTON	311	311
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09/04/2023 11:46:18	****01301	311 18 9938	13 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	74691	74621 SANCHEZ	311	311
09/04/2023 12:14:36	****01771	411 601 COMMAND 1	21.9 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	3602	OSTRUM	411	411
09/04/2023 14:36:15	****01461	411 ENGINE 1	12.5 DSL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	40264	CROWDER	411	411
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09/04/2023 22:00:56	****01261	311 18 4849	9.37 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	77374	KNOWLTON	311	311
09/05/2023 05:42:34	****00281	311 14 0892	12.2 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	87880	zumwalt	315	311
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09/05/2023 20:23:35	****01631	311 21 3044	9.28 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	28725	Galloway	311	311
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09/06/2023 08:07:35	****01731	311 23 7435	15.5 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	2250	Shouse	311	311
09/06/2023 09:40:26	****00441	512 660 16 HYUNDA	6.56 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	61936	rush	512	512
09/06/2023 12:14:38	****01291	311 18 3658	7.98 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	65975	Hash	311	311
09/06/2023 12:34:54	****01271	311 18 4850	3.72 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	48091	ARNOLD	311	311
09/06/2023 13:59:58	****01341	311 18 9940	4.68 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	55758	Crow	311	311
09/06/2023 14:19:35	****01751	311 23 7303	18.2 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	6377	CHANDLEE	311	311
09/06/2023 15:26:25	****00901	311 17 4536	3.28 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	51023	McNulty	311	311
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09/06/2023 19:48:40	****00801	311 15 3007	12.8 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	67850	gollday	311	311
09/06/2023 23:15:56	****01531	311 20 4197	10.3 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	31312	Solomon	311	311
09/07/2023 02:00:30	****00231	311 17 2922	12.7 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	108235	simmons	311	311
09/07/2023 05:59:36	****00501	311 11 1550	17.7 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	90554	90499 Bowdle	311	311
09/07/2023 06:33:08	****00281	311 14 0892	9.77 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	88013	zumwalt	315	311
09/07/2023 08:06:52	****01771	411 601 COMMAND 1	19.4 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	3886	OSTRUM	411	411
09/07/2023 08:26:26	****00532	311 16 8369	12.8 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	108359	COLE	311	311
09/07/2023 09:01:36	****00611	562 10 6035	12.2 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	92353	GRAVES	562	562
09/07/2023 09:21:08	****01461	411 ENGINE 1	8.84 DSL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	40321	SMITH	411	411
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09/07/2023 14:00:13	****01341	311 18 9940	4.74 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	55789	Crow	311	311
09/07/2023 15:10:38	****01261	311 18 4849	8.03 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	77488	KNOWLTON	311	311
09/07/2023 17:14:38	****01451	411 ENGINE 2	13.8 DSL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	42498	OSGOOD	411	411
09/07/2023 21:11:39	****01501	311 20 4189	13.2 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	36302	Goode	311	311
09/07/2023 22:05:08	****00811	311 17 2923	11.8 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	91535	miller	311	311
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09/08/2023 12:11:40	****01781	411 602 COMMAND 2	21.2 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	1100	ZICKEFOOSE	411	411
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09/08/2023 14:09:53	****01341	311 18 9940	6.01 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	55826	Crow	311	311
09/08/2023 16:09:29	****01741	311 23 7347	21.4 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	3123	Jackson	311	311
09/08/2023 22:11:45	****01261	311 18 4849	12.2 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	77590	KNOWLTON	311	311
09/08/2023 22:56:31	****01421	411 TRUCK 1	11.7 DSL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	18751	SCHULTZE	411	411
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09/09/2023 04:06:23	****00231	311 17 2922	10.7 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	108389	simmons	311	311
09/09/2023 05:54:29	****01301	311 18 9938	10.8 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	74750	SANCHEZ	311	311
09/09/2023 11:57:43	****01461	411 ENGINE 1	13 DSL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	40382	LAMBDIN	411	411
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09/09/2023 21:53:23	****01261	311 18 4849	8.92 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	77683	KNOWLTON	311	311
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09/10/2023 12:41:35	****01451	411 ENGINE 2	13.5 DSL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	42590	WATKINS	411	411
09/10/2023 13:49:17	****00801	311 15 3007	12.5 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	67992	gollday	311	311
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09/10/2023 21:33:38	****01261	311 18 4849	10.5 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	77801	KNOWLTON	311	311
09/10/2023 21:48:32	****01291	311 18 3658	9.81 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	66106	Hash	311	311
09/11/2023 05:57:15	****01331	311 18 9939	11.9 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	65526	SEMKE	311	311
09/11/2023 08:04:05	****01362	411 COMMAND 1	22.7 UNL	Quiktrip 0121	12100 S Waco Ave	Sapulpa	OK	74066	86569	o brien	411	411
09/11/2023 09:42:53	****01351	311 18 3661	11.9 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	34642	NUNNELEE	315	311
09/11/2023 11:16:52	****01611	561 637 07 FORD	16 UN+	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	122974	LEWIS	521	561
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09/11/2023 20:22:31	****01631	311 21 3044	15.3 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	28886	Galloway	311	311
09/11/2023 21:51:58	****01261	311 18 4849	10.1 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	77910	KNOWLTON	311	311
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09/12/2023 09:25:38	****01281	311 18 0441	13.5 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	37452	SCOTT	311	311
09/12/2023 10:26:51	****01751	311 23 7303	20.8 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	6697	CHANDLEE	311	311
09/12/2023 12:34:06	****01451	411 ENGINE 2	15.4 DSL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	42657	LAMBDIN	411	411
09/12/2023 13:46:06	****00801	311 15 3007	14.7 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	68174	gollday	311	311
09/12/2023 14:13:30	****00051	311 17 4535	8.07 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	65168	65105 DAVIS	311	311
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09/13/2023 06:53:21	****00281	311 14 0892	7.63 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	88127	zumwalt	315	311
09/13/2023 08:05:18	****01771	411 601 COMMAND 1	19.2 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	4417	OSTRUM	411	411
09/13/2023 09:22:37	****01641	311 21 3180	16.6 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	8899	MARKHAM	311	311
09/13/2023 14:06:36	****00611	562 10 6035	13.9 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	92491	GRAVES	562	562
09/13/2023 16:55:59	****01501	311 20 4189	12.1 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	36420	Goode	311	311
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09/13/2023 21:16:05	****01631	311 21 3044	12.2 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	29000	Galloway	311	311
09/13/2023 21:52:44	****01291	311 18 3658	8.9 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	66196	Hash	311	311
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09/14/2023 12:32:22	****01351	311 18 3661	12.7 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	63648	NUNNELEE	315	311
09/14/2023 12:52:36	****01781	411 602 COMMAND 2	20.4 UNL	Quiktrip 0017	1202 W 23rd St S	Tulsa	OK	74107	1372	ZICKEFOOSE	411	411
09/14/2023 13:47:33	****00801	311 15 3007	13.1 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	68352	gollday	311	311
09/14/2023 22:12:27	****01261	311 18 4849	10.4 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	78034	KNOWLTON	311	311
09/14/2023 22:21:00	****00811	311 17 2923	12.5 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	91814	millar	311	311
09/15/2023 11:26:26	****00351	311 13 4107	8 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	103107	103070 parker	315	311
09/15/2023 13:55:56	****01461	411 ENGINE 1	13.6 DSL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	40621	LAMBDIN	411	411
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09/15/2023 14:33:04	****00532	311 16 8369	12.6 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	108647	COLE	311	311
09/15/2023 15:43:05	****01611	561 637 07 FORD	24 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	123156	LEWIS	521	561
09/15/2023 17:31:05	****01261	311 18 4849	5.3 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	78105	KNOWLTON	311	311
09/15/2023 23:37:52	****01541	311 20 4199	6.92 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	52204	LUTTRELL	311	311
09/16/2023 05:54:56	****01301	311 18 9938	12 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	75046	SANCHEZ	311	311
09/16/2023 07:44:48	****01311	311 18 3659	11.2 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	78554	PIERCE	311	311
09/16/2023 13:11:41	****01451	411 ENGINE 2	15.3 DSL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	42769	CROWDER	411	411
09/16/2023 13:46:25	****01341	311 18 9940	6.55 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	55912	Crow	311	311
09/16/2023 21:04:51	****01261	311 18 4849	11.2 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	78221	KNOWLTON	311	311
09/16/2023 21:06:42	****01771	411 601 COMMAND 1	20.6 UNL	Quiktrip 0121	12100 S Waco Ave	Sapulpa	OK	74066	4697	OSTRUM	411	411
09/16/2023 22:39:28	****01421	411 TRUCK 1	17.1 DSL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	18909	OSGOOD	411	411
09/16/2023 22:46:34	****01541	311 20 4199	7.72 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	52323	LUTTRELL	311	311
09/16/2023 23:33:13	****00811	311 17 2923	9.15 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	91914	millar	311	311
09/16/2023 23:43:48	****01362	411 COMMAND 1	21 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	86828	o brien	411	411
09/17/2023 02:03:54	****01531	311 20 4197	14 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	31675	Solomon	311	311
09/17/2023 06:01:12	****01331	311 18 9939	9.67 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	65654	SEMKE	311	311
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09/17/2023 13:57:14	****01341	311 18 9940	5.22 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	55968	Crow	311	311
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09/17/2023 21:55:14	****01291	311 18 3658	7.13 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	66269	Hash	311	311
09/18/2023 11:03:36	****01311	311 18 3659	6.64 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	78740	PIERCE	311	311
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09/19/2023 15:14:20	****01501	311 20 4189	13.3 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	36574	Goode	311	311
09/19/2023 18:55:31	****01731	311 23 7435	20.6 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	2498	Shouse	311	311
09/19/2023 21:44:05	****01541	311 20 4199	8.05 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	52669	LUTTRELL	311	311
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09/20/2023 10:26:54	****01421	411 TRUCK 1	14.6 DSL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	19006	KRIMBILL	411	411
09/20/2023 13:46:47	****01341	311 18 9940	4.56 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	56002	Crow	311	311
09/20/2023 13:54:50	****01771	411 601 COMMAND 1	15.6 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	4914	OSTRUM	411	411
09/20/2023 14:18:40	****00631	411 Truck 2	17.4 DSL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	8372	98864 MCCAWLEY	411	411
09/20/2023 17:46:42	****01451	411 ENGINE 2	19.5 DSL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	42917	Hill	411	411
09/20/2023 20:05:40	****01631	311 21 3044	15.4 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	29283	Galloway	311	311
09/20/2023 21:40:55	****00801	311 15 3007	12.7 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	68696	gollday	311	311

RESOLUTION NO. 819**A RESOLUTION DIRECTING FILING AND NOTIFICATION OF THE PUBLICATION OF THE 2023 PRINTED SUPPLEMENT TO THE JENKS CITY CODE**

.....

WHEREAS, the City has contracted with Municode to prepare annual printed supplements to the City Code containing all permanent and general ordinances adopted in the past year and incorporating them into the codified and printed loose-leaf City Code books; and

WHEREAS, the City is required to publish its supplements and code of compiled penal ordinances and to deposit a copy with the County Law Library biannually pursuant to Sections 14-109 and 14-110 of Title 11 of the Oklahoma Statutes; and

WHEREAS, the City is required to adopt a resolution notifying the public of the publication of its supplements to the code pursuant to Section 14-110 of Title 11 of the Oklahoma Statutes and to file a copy of the Resolution in the Office of the County Clerk;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF JENKS:

THAT, the public is hereby notified of the publication of the 2023 Supplements to the City Code; and

THAT, the City Clerk shall cause one copy of this Resolution and one copy of Supplements to the code to be filed with the Law Library of Tulsa County; and

THAT, the City Clerk shall keep at least three copies of the Jenks City Code as supplemented available for public use, inspection, and examination.

THAT, the City Code, as supplemented, shall be available electronically at https://library.municode.com/ok/jenks/codes/code_of_ordinances.

ADOPTED THIS ____ DAY OF _____, 2023.

Cory Box, Mayor
CITY OF JENKS, OKLAHOMA

ATTEST:

City Clerk

October 5, 2023

Mr. Christopher Shrout, City Manager
City of Jenks
P.O. Box 2007 (211 N. Elm)
Jenks, Oklahoma 74037

Re: Permit No. WL000072230617
Eighteen Acres Ranch Waterline Extension
Facility No. 3007201

Dear Mr. Shrout:

Enclosed is Permit No. WL000072230617 for the construction of 3,445 linear feet of eight (8) inch PVC potable water line and all appurtenances to serve the Eighteen Acres Ranch, Tulsa County, Oklahoma.

The project authorized by this permit should be constructed in accordance with the plans approved by this Department on October 5, 2023. Any deviations from the approved plans and specifications affecting capacity, flow or operation of units must be approved, in writing, by the Department before changes are made.

Receipt of this permit should be noted in the minutes of the next regular meeting of the City of Jenks, after which it should be made a matter of permanent record.

We are returning one (1) set of the approved plans to you, one (1) set to your engineer and retaining one (1) set for our files.

Respectfully,



Qusay Kabariti, P.E.
Construction Permit Section
Water Quality Division

QK/RC/md

Enclosure

c: Debbie Nichols, Regional Manager, DEQ
TULSA DEQ OFFICE
Justin P Morgan, PE, Tanner Consulting LLC

PERMIT No. WL000072230617

WATER LINES

FACILITY No. 3007201

PERMIT TO CONSTRUCT

October 5, 2023

Pursuant to O.S. 27A 2-6-304, the City of Jenks is hereby granted this Tier I Permit to construct 3,445 linear feet of eight (8) inch PVC potable water line and all appurtenances to serve the Eighteen Acres Ranch, located in Section 35, T-18-N, R-12-E, Tulsa County, Oklahoma, in accordance with the plans approved October 5, 2023.

By acceptance of this permit, the permittee agrees to operate and maintain the facility in accordance with the Public Water Supply Operation rules (OAC 252:631) and to comply with the State Certification laws, Title 59, Section 1101-1116 O.S. and the rules and regulations adopted thereunder regarding the requirements for certified operators.

This permit is issued subject to the following provisions and conditions.

- 1) This water line provides adequate fire flow in accordance with the 2009 International Fire Code through the approved hydraulic analysis. The fire flow provided is 2,000 gpm.
- 2) That the recipient of the permit is responsible that the project receives supervision and inspection by competent and qualified personnel.
- 3) That construction of all phases of the project will be started within one year of the date of approval or the phases not under construction will be resubmitted for approval as a new project.
- 4) That no significant information necessary for a proper evaluation of the project has been omitted or no invalid information has been presented in applying for the permit.
- 5) That the Oklahoma Department of Environmental Quality shall be kept informed on occurrences which may affect the eventual performance of the works or that will unduly delay the progress of the project.
- 6) That wherever water and sewer lines are constructed with spacing of 10 feet or less, sanitary protection will be provided in accordance with Public Water Supply Construction Standards [OAC 252:626-19-2].
- 7) That before placing this facility into service, at least two samples of the water, taken on different days, shall be tested for bacteria to show that it is safe for drinking purposes.
- 8) That any deviations from approved plans or specifications affecting capacity, flow or operation of units must be approved by the Department before any such deviations are made in the construction of this project.

PERMIT No. WL000072230617

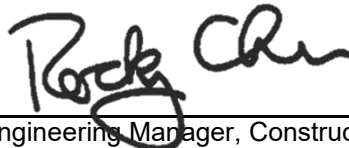
WATER LINES

FACILITY No. 3007201

PERMIT TO CONSTRUCT

- 9) That the recipient of the permit is responsible for the continued operation and maintenance of these facilities in accordance with rules and regulations adopted by the Environmental Quality Board, and that this Department will be notified in writing of any sale or transfer of ownership of these facilities.
- 10) The issuance of this permit does not relieve the responsible parties of any obligations or liabilities which the permittee may be under pursuant to prior enforcement action taken by the Department.
- 11) That the permittee is required to inform the developer/builder that a DEQ Storm Water Construction Permit is required for a construction site that will disturb one (1) acre or more in accordance with OPDES, 27A O.S. Section 2-6-201 *et seq.* For information or a copy of the GENERAL PERMIT (OKR10) FOR STORM WATER DISCHARGES FROM CONSTRUCTION ACTIVITIES, Notice of Intent (NOI) form, Notice of Termination (NOT) form, or guidance on preparation of a Pollution Prevention Plan, contact the Storm Water Unit of the Water Quality Division at P.O. Box 1677, Oklahoma City, OK 73101-1677 or by phone at (405) 702-8100.
- 12) That any notations or changes recorded on the official set of plans and specifications in the Oklahoma Department of Environmental Quality files shall be part of the plans as approved.
- 13) That water lines shall be located at least fifteen (15) feet from all parts of septic tanks and absorption fields, or other sewage treatment and disposal systems.
- 14) That whenever plastic pipe is approved and used for potable water, it shall bear the seal of the National Sanitation Foundation and meet the appropriate commercial standards.
- 15) That when it is impossible to obtain proper horizontal and vertical separation as stipulated in Public Water Supply Construction Standards OAC 252:626-19-2(h)(1) and OAC 252:626-19-2(h)(2), respectively, the sewer shall be designed and constructed equal to water pipe, and shall be pressure tested to the highest pressure obtainable under the most severe head conditions of the collection system prior to backfilling.

Failure to appeal the conditions of this permit in writing within 30 days from the date of issue will constitute acceptance of the permit and all conditions and provisions.



Rocky Chen, P.E., Engineering Manager, Construction Permit Section
Water Quality Division

Special Event Committee Recommendation

Event title: Jenks Half Marathon

Proposed date(s): 11/04/2032

Description: 13.1 Mile Road Race and 5k Race

After reviewing the special event application and meeting with the applicant the committee has voted with a
Unanimous vote to:

- ☒ Recommend the event be approved by City Council.
- ☐ Does not recommend the event be approved by City Council.

Comments:

Rolling closure of 91st Street from 5th Street to 33rd West Ave, "B" from Elm to 5th. Elm from "B" to "K" and 5th from "K" to "B".



MPO Jeren Luttrell, Special Event Committee Chair

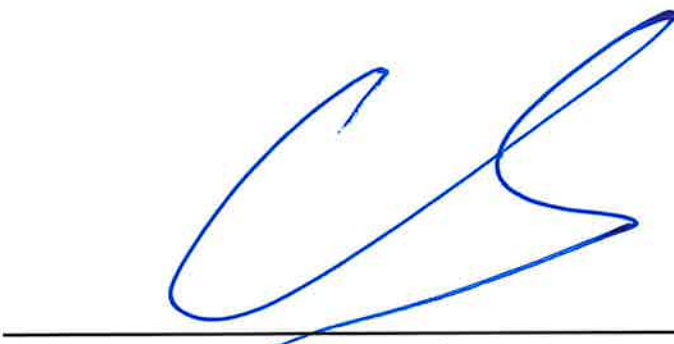
09/17/2023

Date

After reviewing the committee's recommendation:

- ☐ Accept as submitted and approve it to be presented to City Council
- ☐ Accept with the following modifications before it is presented to City Council
- ☐ Reject the recommendation

Comments:



Chris Shrout, City Manager

9-18-23

Date

Print**Special Event Application - Submission #5554****Date Submitted: 9/5/2023**

MPO Jeren Luttrell
PO Box 2007
211 N Elm St Jenks OK,
74037
918-299-6311
jluttrell@jenksok.org

Special Event Applications are submitted for review and approval for events conducted on a public property, public right of way or easement, and/or events that require the use of other public resources. This application is required on all such events within the City of Jenks and must be submitted 90 days before the event (exceptions may be granted for special, unusual circumstances). There is no fee for a Special Event Application or its approval.

The point of contact during the application process will be MPO Jeren Luttrell; his contact information is listed above. He will be glad to answer questions and offer guidance during this process to insure that your submitted application packet is complete with all required documentation.

Once the completed application packet has been accepted, a date will be scheduled for the applicant to present their plan to the Special Events Committee. The Committee will send its recommendation regarding the event to the City Council, who will vote to approve or deny the event. You may attend the City Council meeting for your event's City Council review. Agendas are displayed at the City of Jenks City Hall at 211 N. Elm and online at www.jenks.com.

An application approval does not imply city sponsorship. The applicant will be responsible for any extra ordinary costs relating to the public for the event; for example, required city personnel and services, approved barricades, directional signage, adequate cleanup, and/or damages occurring to city property and/or facilities. The applicant has the responsibility to be aware of and comply with City Ordinances and Regulations including, but not limited to, Curfew Ordinance, County/City Public Health Regulations, police safety requirements, and insurance coverage requirements.

Event and Event Organizer Information**Event Title***

Jenks Half Marathon

Event Description*

13.1 Mile Road Race and 5K Road Race

Date of Event*

11/4/2023

Event Location (Include Site & Street Maps)*

Jenks High School Track and streets north and west of town

Diagram/Map*

Jenks Half 40 Runner Map.pdf

Total Anticipated Attendance (Participants, staff, vendors, crowd, etc.)*

350

Event Organizer*

Tulsa Runner / Jenks XC Booster Club

Email Address*

trani@tulsarunner.com

Primary Contact*

Trani Matthews

Primary Phone*

918-494-8800

Secondary Contact**Secondary Phone****Primary Email Address***

trani@tulsarunner.com

Primary Mailing Address*

9708 Riverside PKWY, Suite 110

City*

Tulsa

State*

OK

Zip Code*

74137

Agency Status*

- ☒ Profit
- ☐ Non-Profit
- ☒ Fundraiser/What Cause

Fundraiser/What Cause (Please Specify)

Jenks High School Cross Country Booster Club

TIMELINE OF EVENT**Event Start**

Date*

11/4/2023

Time*

7:30 AM

Street Closing (for setup)**Date ***

11/4/2023

Time*

7:00 AM

Event Closes**Date***

11/4/2023

Time*

11:00 AM

Street Opening**Date***

11/4/2023

Time*

11:00 AM

Street(s) requested to be closed*

E K Place east of N 3rd and N 5th north of E B Street from 7:00 AM to 7:45 AM for start of of the half marathon (I believe that is correct, but it is the same streets as previous years so that we can safely start the race and clear the area.)

Attach diagram/Maps as appropriate

Map/Diagram

Start-Finish-Map.png

Medical Plan*

Medical volunteer on site and we will notify EMSA that the event is taking place

Security Plan*

Jenks PD, Tulsa PD and Jenks Campus PD

Safety Plan*

Volunteer course marshals will be positioned on the course. Runners will be instructed to follow all police and course marshal direction. Signs will be deployed along the course 2 weeks prior to the race to alert motorists of the event.

Traffic Plan *

Will work with Jenks PD and Tulsa PD to control traffic as needed along the course

Fire Prevention Plan*

NA

Parking Plan*

Jenks High School parking lots north of football field and north of baseball field with far north corner of Riverwalk Plaza lot as overflow.

Disabled Parking*

Yes

Noise & Light Pollution Plan*

Portable sound system will be used at the Jenks track 7:00 AM - 11:00 AM

Restroom Facilities Plan*

Jenks Track locker rooms plus 3 portajohns at the start, 1 at 91st and W K Place and 1 at 91st and Union

Refuse Collection Plan*

Volunteers will pick up all race-related trash and signage at aid stations and along the course

Additional Responsibilities**Open Air Event***

☒ Yes

☐ No

Private Property *

☐ Yes

☒ No

Owner of Property/Contact**Phone****Non-City Public Property***

☐ Yes

☒ No

Owner of Property/Contact**Phone****City of Jenks Property***

☒ Yes

☐ No

Explain

Jenks High School Track

Alcohol/Beer*

OK ABLE License Required

☐ Yes☒ No**Explain****Food Sales***☐ Yes☒ No**Number of Food Vendors****Tents***☐ Yes☒ No**Tent Sizes/Locations**

Attach map

Other Information*☐ Yes☒ No**Explain****Special Permits Needed***☐ Yes☒ No**Explain****Appropriate Zoning***☒ Yes☐ No**Explain**

As far as I know

Venue Insurance*☒ Yes☐ No**Agency Contact**

Epic Entertainment & Sports (USATF)

Phone

678-324-3300

EXTRAORDINARY USES*☐ Animals☐ Firearms☐ Explosives/Fireworks☒ Road Closures☐ Cooking☐ Alcoholic Beverages Served☐ Tents/Temp Structures☐ Aircraft☐ Other

Please specify if other chosen

1. Describe your organization and its purpose.*

Tulsa Runner is a retail running store. We work with the Jenks Cross Country Booster Club to put on the Jenks Half Marathon as a fund raiser.

2. Describe your experience managing similar events and/or activities.*

We have put on the Jenks Half since 2013. We put on several other races including Riverside 5000, the Larry Aduddell Riverside Run and the Zach Monaghan Memorial Run.

3. What is the purpose of the event?*

Fund raiser for the Jenks High School Cross Country Booster Club

4. Summarize your event.*

This will be the 43rd Annual Jenks Half Marathon.

5. Has an event like this been held before? By whom?*

Yes, 42 times, by the Booster Club until 2013 and by Tulsa Runner, working with the Booster Club, since then.

6. What do you see as the biggest challenge for a successful event?*

Attracting enough runners and sponsorships to make the race financially viable and beneficial to the Booster Club, and then traffic control on the streets west and north of Jenks while runners are on the course.

7. What is your budget for the entire event?*

\$10,000

8. Do you have adequate funding to hold the event at this time? If not, when will you have the funds and how will you acquire them?*

Yes

9. What is your advertising plan?*

Email to previous runners, social media and communication throughout Jenks school system.

10. How many people will be needed to staff the event?*

40

11. List all the organizations that will provide staff for the event (include numbers).*

Jenks Cross Country Booster Club (20), Tulsa Runner (18) and OSU Emergency Medicine (2)

12. List any special equipment needed and the organization that will provide it.*

Timing to be provided by OK Runner Timing Services

13. List any special equipment needed and the organization that will provide it.*

NA

Affidavit of Applicant

City personnel and services, approved barricades and directional signage will be required for street closings, traffic/crowd control, and security. The Event Organizer has the responsibility to be aware of and comply with City Ordinances and Regulations including, but not limited to, Curfew Ordinance, City/County Public Health Regulations, and Police/Park/Public Safety requirements. Further, the Event Organizer is responsible for:

1) Providing evidence of public liability coverage in a sum of not less than \$1,000,000 (one million) dollars, including property damage coverage of not less than \$100,000 (one hundred thousand) dollars before the event date or within ten days of Council approval, whichever comes first, and

2) Notifying businesses in the affected areas two weeks prior to the event.

Failure to comply with these requirements may result in additional fees and denial of subsequent applications by the Event Organizer. An application approval does not imply City sponsorship. Review the cover letter for further information in reference to Special Events.

I certify the information contained in the foregoing application is true and correct to the best of my knowledge and belief, and that I have read, understand, and agree to abide by the rules and regulations governing the proposed Special Event.

I further certify that I, on the behalf of the Event Organizer, am also authorized to commit that Organizer and therefore agree to be financially responsible for any costs and fees that may be incurred by or on behalf of the Event to the City of Jenks.

Electronic Signature Agreement

By checking the "I agree" box below, you agree and acknowledge that 1) your application will not be signed in the sense of a traditional paper document, 2) by signing in this alternate manner, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and 3) you may still be required to provide a traditional signature at a later date.

☒ I agree.

Electronic Signature

Trani H Matthews

Print Name*

Trani H Matthews

Date*

9/5/2023

Route To: Jenks Police Department, Attn: MPO Jeren Luttrell, P. O. Box 2007, Jenks, OK 74037, email:
jluttrell@jenksok.org

City of Jenks & Related Entities Hold Harmless Agreement

Name of Event Sponsor*

Tulsa Runner

hereinafter referred to as "APPLICANT"

Address of Applicant*

9708 Riverside PKWY, Suite 110

City

Tulsa

State

OK

Zip Code

74137

The APPLICANT has made an application to use certain property, streets, sidewalks, or easements under the ownership or control of the City of Jenks, Oklahoma, or its related public trust entities e.g. the Jenks Public Works Authority and the Jenks Aquarium Authority d/b/a the Oklahoma Aquarium, hereinafter collectively referred to as "CITY", for a special event to be held on

Date*

11/4/2023

Between the hours of*

7:00 AM

—

11:00 AM

Event described as*

Jenks Half Marathon

That APPLICANT warrants that any participating agencies selected or employed by APPLICANT for the special event carry public liability and property damage insurance.

That in consideration of CITY granting APPLICANT approval for the special event above described, APPLICANT agrees to hold CITY, its officers, agents and employees harmless and indemnify the same from any claims which could be asserted by APPLICANT, its invitees, agents or employees, for damages, personal injury or death which occurred as a result of said special event which was not caused by the deliberate or grossly negligent acts or acts of CITY's officers, agents or employees.

Date*

8/28/2023

Name of Sponsoring Organization*

Tulsa Runner

Electronic Signature Agreement

By checking the "I agree" box below, you agree and acknowledge that 1) your application will not be signed in the sense of a traditional paper document, 2) by signing in this alternate manner, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and 3) you may still be required to provide a traditional signature at a later date.

☒ I agree.**Electronic Signature**

Trani H. Matthews

Print Name*

Trani H Matthews

Phone Number*

918-494-8800

Witness Signature

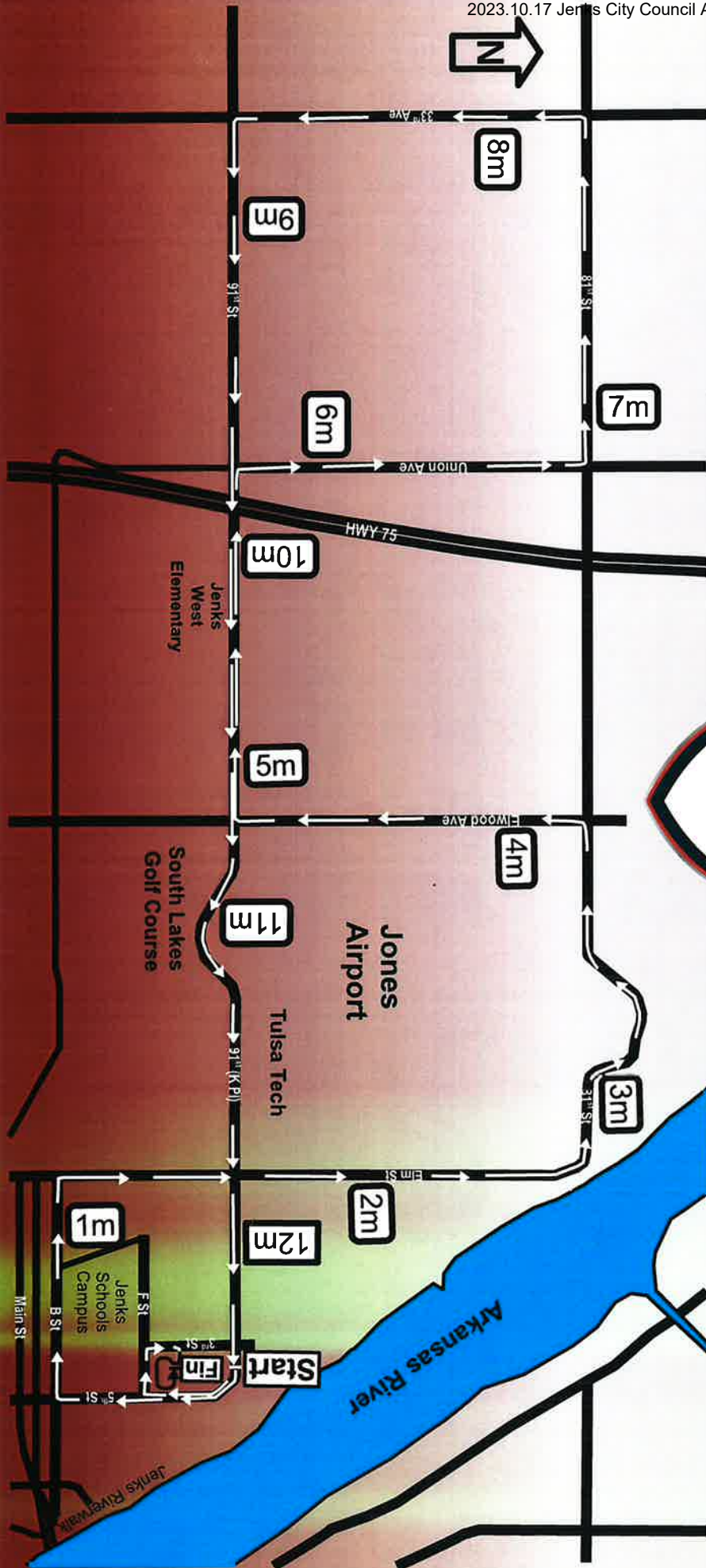
For Office Use

JENKS HALF

13.1 MILES



JENKS, OK



Special Event Committee Recommendation

Event title: Jenks Kiwanis Christmas Parade

Proposed date(s): 11/18/2023

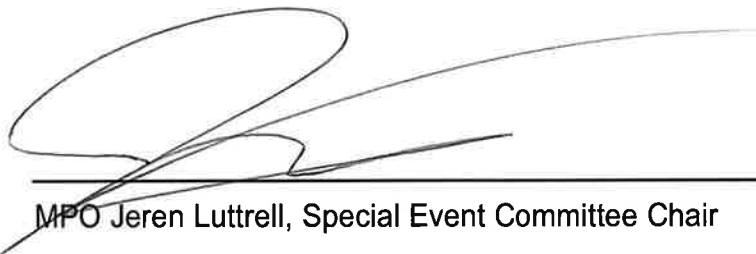
Description: Annual Christmas Parade

After reviewing the special event application and meeting with the applicant the committee has voted with a Unanimous vote to:

- ☒ Recommend the event be approved by City Council.
- ☐ Does not recommend the event be approved by City Council.

Comments:

Road Closure: Main Street and "B" Street from Elm Street to 3rd Street. Date Street from "B" Street to Main Street



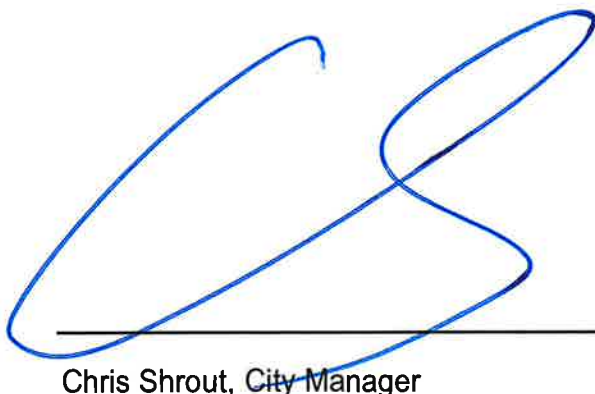
10/03/2023

Date

After reviewing the committee's recommendation:

- ☐ Accept as submitted and approve it to be presented to City Council
- ☐ Accept with the following modifications before it is presented to City Council
- ☐ Reject the recommendation

Comments:



Chris Shrout, City Manager

10-6-23

Date

Print**Special Event Application - Submission #5680****Date Submitted: 10/2/2023**

MPO Jeren Luttrell
PO Box 2007
211 N Elm St Jenks OK,
74037
918-299-6311
jluttrell@jenksok.org

Special Event Applications are submitted for review and approval for events conducted on a public property, public right of way or easement, and/or events that require the use of other public resources. This application is required on all such events within the City of Jenks and must be submitted 90 days before the event (exceptions may be granted for special, unusual circumstances). There is no fee for a Special Event Application or its approval.

The point of contact during the application process will be MPO Jeren Luttrell; his contact information is listed above. He will be glad to answer questions and offer guidance during this process to insure that your submitted application packet is complete with all required documentation.

Once the completed application packet has been accepted, a date will be scheduled for the applicant to present their plan to the Special Events Committee. The Committee will send its recommendation regarding the event to the City Council, who will vote to approve or deny the event. You may attend the City Council meeting for your event's City Council review. Agendas are displayed at the City of Jenks City Hall at 211 N. Elm and online at www.jenks.com.

An application approval does not imply city sponsorship. The applicant will be responsible for any extra ordinary costs relating to the public for the event; for example, required city personnel and services, approved barricades, directional signage, adequate cleanup, and/or damages occurring to city property and/or facilities. The applicant has the responsibility to be aware of and comply with City Ordinances and Regulations including, but not limited to, Curfew Ordinance, County/City Public Health Regulations, police safety requirements, and insurance coverage requirements.

Event and Event Organizer Information**Event Title***

Jenks Kiwanis Christmas Parade

Event Description*

Paraade

Date of Event*

11/18/2023

Event Location (Include Site & Street Maps)*

Main Street

Diagram/Map*

Closure Map.docx

Total Anticipated Attendance (Participants, staff, vendors, crowd, etc.)*

2,000 plus

Event Organizer*

Jenks Kiwanis

Email Address*

Marellie8@gmail.com

Primary Contact*

Marellie Robinson

Primary Phone*

918-636-1868

Secondary Contact

Greg Helms

Secondary Phone

918-402-9240

Primary Email Address*

Marellie8@gmail.com

Primary Mailing Address*

492 E 111th

City*

Jenks

State*

OK

Zip Code*

74037

Agency Status*☐ Profit☒ Non-Profit☐ Fundraiser/What
Cause**Fundraiser/What Cause (Please Specify)**

TIMELINE OF EVENT**Event Start**

Date*

11/18/2023

Time*

10:00 AM

Street Closing (for setup)**Date ***

11/18/2023

Time*

9:30 AM

Event Closes**Date***

11/18/2023

Time*

11:00 AM

Street Opening**Date***

11/18/2023

Time*

12:00 AM

Street(s) requested to be closed*

Main Street between Elm and Third

Attach diagram/Maps as appropriate

Map/Diagram

Choose File

No file chosen

Medical Plan*

normal-fire/EMSA

Security Plan*

Event Holder

Safety Plan*

Jenks Police

Traffic Plan *

N/A

Fire Prevention Plan*

N/A

Parking Plan*

N/A

Disabled Parking*

N/A

Noise & Light Pollution Plan*

N/A

Restroom Facilities Plan*

N/A

Refuse Collection Plan*

Event Holder

Additional Responsibilities**Open Air Event***☐ Yes☒ No**Private Property ***☐ Yes☒ No**Owner of Property/Contact****Phone****Non-City Public Property***☐ Yes☒ No**Owner of Property/Contact****Phone****City of Jenks Property***☒ Yes☐ No**Explain**

Main Street

Alcohol/Beer*

OK ABLE License Required

☐ Yes☒ No**Explain****Food Sales***☐ Yes☒ No**Number of Food Vendors****Tents***☐ Yes☒ No**Tent Sizes/Locations**

Attach map

Other Information*☐ Yes☒ No**Explain****Special Permits Needed***☐ Yes☒ No**Explain****Appropriate Zoning***☐ Yes☒ No**Explain****Venue Insurance***☒ Yes☐ No**Agency Contact**

Kiwanis International

Phone

918-636-1868

EXTRAORDINARY USES*☒ Animals☐ Firearms☐ Explosives/Fireworks☒ Road Closures☐ Cooking☐ Alcoholic Beverages Served☐ Tents/Temp Structures☐ Aircraft☐ Other

Please specify if other chosen

1. Describe your organization and its purpose.*

Service organization-serving community and youth

2. Describe your experience managing similar events and/or activities.*

Jenks Kiwanis has been the coordinator and sponsor of this parade for over 30 years.

3. What is the purpose of the event?*

Entertainment

4. Summarize your event.*

Parade

5. Has an event like this been held before? By whom?*

Yes--Jenks Kiwanis

6. What do you see as the biggest challenge for a successful event?*

None

7. What is your budget for the entire event?*

No expenses--there is an entry fee and all money goes back into the community-needy at Christmas and scholarship fund

8. Do you have adequate funding to hold the event at this time? If not, when will you have the funds and how will you acquire them?*

Yes

9. What is your advertising plan?*

News media, email to past participants and Chamber of Commerce

10. How many people will be needed to staff the event?*

About 20

11. List all the organizations that will provide staff for the event (include numbers).*

Jenks Kiwanians-20

12. List any special equipment needed and the organization that will provide it.*

None

13. List any special equipment needed and the organization that will provide it.*

None

Affidavit of Applicant

City personnel and services, approved barricades and directional signage will be required for street closings, traffic/crowd control, and security. The Event Organizer has the responsibility to be aware of and comply with City Ordinances and Regulations including, but not limited to, Curfew Ordinance, City/County Public Health Regulations, and Police/Park/Public Safety requirements. Further, the Event Organizer is responsible for:

1) Providing evidence of public liability coverage in a sum of not less than \$1,000,000 (one million) dollars, including property damage coverage of not less than \$100,000 (one hundred thousand) dollars before the event date or within ten days of Council approval, whichever comes first, and

2) Notifying businesses in the affected areas two weeks prior to the event.

Failure to comply with these requirements may result in additional fees and denial of subsequent applications by the Event Organizer. An application approval does not imply City sponsorship. Review the cover letter for further information in reference to Special Events.

I certify the information contained in the foregoing application is true and correct to the best of my knowledge and belief, and that I have read, understand, and agree to abide by the rules and regulations governing the proposed Special Event.

I further certify that I, on the behalf of the Event Organizer, am also authorized to commit that Organizer and therefore agree to be financially responsible for any costs and fees that may be incurred by or on behalf of the Event to the City of Jenks.

Electronic Signature Agreement

By checking the "I agree" box below, you agree and acknowledge that 1) your application will not be signed in the sense of a traditional paper document, 2) by signing in this alternate manner, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and 3) you may still be required to provide a traditional signature at a later date.

☒ I agree.**Electronic Signature**

Marellie A Robinson

Print Name*

Marellie A Robinson

Date*

10/2/2023

Route To: Jenks Police Department, Attn: MPO Jeren Luttrell, P. O. Box 2007, Jenks, OK 74037, email: jluttrell@jenksok.org

City of Jenks & Related Entities Hold Harmless Agreement

Name of Event Sponsor*

Jenks Kiwanis

hereinafter referred to as "APPLICANT"

Address of Applicant*

492 E 111th

City

Jenks

State

OK

Zip Code

74037

The APPLICANT has made an application to use certain property, streets, sidewalks, or easements under the ownership or control of the City of Jenks, Oklahoma, or its related public trust entities e.g. the Jenks Public Works Authority and the Jenks Aquarium Authority d/b/a the Oklahoma Aquarium, hereinafter collectively referred to as "CITY", for a special event to be held on

Date*

11/18/2023

Between the hours of*

12:00 AM

—

11:00 AM

Event described as*

Jenks America Christmas Parade

That APPLICANT warrants that any participating agencies selected or employed by APPLICANT for the special event carry public liability and property damage insurance.

That in consideration of CITY granting APPLICANT approval for the special event above described, APPLICANT agrees to hold CITY, its officers, agents and employees harmless and indemnify the same from any claims which could be asserted by APPLICANT, its invitees, agents or employees, for damages, personal injury or death which occurred as a result of said special event which was not caused by the deliberate or grossly negligent acts or acts of CITY's officers, agents or employees.

Date*

10/2/2023

Name of Sponsoring Organization*

Jenks Kiwanis

Electronic Signature Agreement

By checking the "I agree" box below, you agree and acknowledge that 1) your application will not be signed in the sense of a traditional paper document, 2) by signing in this alternate manner, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and 3) you may still be required to provide a traditional signature at a later date.

☒ I agree.

Electronic Signature

Marellie A Robinson

Print Name*

Marellie A Robinson

Phone Number*

918-636-1868

Witness Signature

For Office Use





CITY OF JENKS
211 NORTH ELM STREET • P.O. BOX 2007
JENKS, OKLAHOMA 74037-2007
PHONE (918) 299-5883 • FAX (918) 299-4489

MEMORANDUM

To: Chris Shrout, City Manager
F. Robert Carr, Jr., P.E., Assistant City Manager

From: Christian J. Cloyde, PE, CFM, City Engineer

Date: October 17, 2023

Subject: Bridge Inspection Responsibility by Local Government – Consultant Selection

The City of Jenks has the responsibility of bridge maintenance and safety inspections. The City of Jenks has a total of thirteen (13) bridges that require inspection. The bridges were last inspected by Garver, LLC in February 2022. The City's bridges are inspected every two (2) years. Attached is a resolution pertaining to Bridge Inspection Responsibility by Local Government for Compliance with the National Bridge Inspection standards. This resolutions allows ODOT to assign a bridge engineering consultant to perform the required bridge inspections. ODOT allows the local governments four options in selecting a engineering consultant for the bridge inspections.

- (1) Select one of ODOT's prequalified engineering firms.
- (2) Elect to do bridge safety inspections with our own forces using inspection teams and an oversight engineer fully qualified as mandated by the NBIS (National Bridge Inspection Standards).
- (3) Use the same consultant as Tulsa County.
- (4) Let ODOT make our selection.

Staff recommends City Council approval of the attached Resolution 817 to select the use of the same engineering consultant as Tulsa County, which is Garver, LLC (Tulsa, OK) as the engineer responsible for city bridge inspections as approved by the Oklahoma Department of Transportation. These inspections are performed using 100% Federal funding.

Attachments:
Resolution 817

RESOLUTION 817

**Concerning Bridge Inspection Responsibility
By Local Government for Compliance With
National Bridge Inspections Standards
Bridge Inspection Contracts for April 1, 2024 to March 31, 2026.**

WHEREAS, the City of Jenks has the responsibility of bridge maintenance and safety.

WHEREAS, the City of Jenks has the following options:

- (1) Select one of ODOT's prequalified engineering firms.
- (2) Elect to do bridge safety inspections with our own forces using inspection teams and an oversight engineer fully qualified as mandated by the NBIS (National Bridge Inspection Standards).
- (3) Use the same consultant as Tulsa County.
- (4) Let ODOT make our selection.

THEREFORE BE IT RESOLVED, by the City of Jenks that it is their desire to select option #3 and choose

Name: Garver

Address: 6100 South Yale Avenue, Suite 1300, Tulsa, OK 74136

as the engineer responsible for city bridge inspections as approved by the Oklahoma Department of Transportation.

ADOPTED this _____ day of _____, 2019.

ATTEST:

Cory Box, Mayor

City Clerk

Jenks | City Council Staff Report



To	Mayor Cory Box and City Council City Manager, Christopher Shrout
Hearing Date	October 17, 2023
Case	JEA 23-02
Request	Encroachment Agreement
Location	11336 S Adams St
Applicant	Ken Morton

Staff Report

Preparer | Marcaé Hilton; BM

Attachments

☐ Encroachment Agreement Documents

Preparer

Applicant

Background Information

STAFF COMMENTARY | This encroachment was presented to the city by Mr. Morton. Mr. Morton is wanting to build a pool on the lot, but it is proving to be difficult due to the encumbrances on the parcel. While challenging, staff does not believe they would qualify for a variance due to no legal hardship being present. An easement vacation is not an option because of future utilities that may need to be placed (public or private). The only other alternative is to allow the pool to continue to exist with the understanding the City of Jenks can access the easement at anytime and is held harmless if work ever commences on the sanitary sewer line.

PLANNING DATA

REQUEST	Acceptance of an Encroachment Agreement
ADDRESS	11336 S ADAMS ST
INTENDED USE	No change is uses (pool encroachment)
ACCT_NUM	60612823520110
LEGAL	LOT 2 BLOCK 12
OWNER	MORTON, KENNETH & RACHEL TRUST
GROSS ACRES	0.27
PLAT	BREITLING VILLAGE BLOCKS 12-16 No. 60612
ZONING	RS-2 PUD 82



Figure 1 | Zoning map of the parcel in question

Staff Evaluation & Recommendation

Evaluation | The City of Jenks currently has no utilities in the easement Mr. Morton wishes to encroach. This may change in the future, and Mr. Morton is aware that we will maintain our right to access the easement whenever it is needed. It will also be the responsibility of Mr. Morton to move any private utilities, if applicable, that are in the easement by working with the individual companies.

Recommendation | *Staff recommends approval of JEA 23-02 with the following conditions:*

1. The agreement be filed with Tulsa County after signatures are collected.
2. There is no objection from TAC.

ENCROACHMENT AGREEMENT

STATE OF OKLAHOMA)
) ss.
 COUNTY OF TULSA)

WHEREAS, KENNETH AND RACHEL MORTON (“Owners”), are the Owners of property described on Exhibit “A” attached hereto by virtue of General Warranty Deed dated October 5, 2018 and recorded October 5, 2018 in the office of the Tulsa County Clerk as Document No. 2018090343 --; and

WHEREAS, the City of Jenks, Oklahoma (“City”) owns a certain utility easement over said property; and

WHEREAS, Owners are constructing a pool which, although it does not in any way restrict access for utility placement nor is it in the roadway, does encroach approximately one (3) feet into the City’s fifteen (15) foot easement;

NOW, THEREFORE, for and in consideration of the sum of Ten and no/100 Dollars (\$10.00), in hand paid, the receipt and sufficiency of which are hereby acknowledged, City hereby grants and conveys to Owners the right to encroach upon its easement according to the following terms and conditions:

1. The City hereby gives on the conditions set forth herein, its permission to Owners to construct, use, operate and maintain said encroachment. Such permission is given on the express understanding and condition, and Owners hereby acknowledge, that said encroachment is a permissive use which is revocable by the City on the terms and conditions set forth herein.
2. Owners shall construct, use, operate and maintain said encroachment in a safe and proper manner at all times and hereby acknowledge that the use, operation and maintenance of said encroachment shall never become the basis of a prescriptive right, easement or title to

any portion of the easement or any interest in the easement and shall never be or deemed to be a reduction, termination, or modification of any kind of the easement or any portion thereof or any interest or right therein. Owners further acknowledge that the construction, use, operation and maintenance of the encroachment located on City's easement shall be enjoyed as a permissive right only.

3. The Owners are solely responsible for replacement of any improvements or landscaping at their cost if the City has to excavate within the easement for repairs.

4. Owners shall not do or permit to be done any of the following acts on said easement of any portion thereof: (a) expand or add to said encroachment, or (b) construct or erect any additional encroachments or other structures on said easement.

5. Owners hereby indemnify the City and agree to hold City harmless from all liability, cost, damage, and expenses (including, but not limited to, attorneys' fees, court costs, and expenses of litigation) arising out of or in any manner connected with this encroachment.

6. This agreement and the covenants and conditions contained herein shall be binding upon and inure to the benefit of each of the parties hereto and their respective heirs, assigns, employees, servants, representatives, and successors in title. The covenants and conditions contained herein shall run with the land and this agreement shall be recorded in the Office of the Tulsa County Clerk, Tulsa County, Oklahoma.

7. This agreement and the exhibit attached hereto constitute the full and complete agreement between the City and Owners with respect to all matters contained herein; evidence of any prior or contemporaneous oral agreement or understanding shall be inadmissible to take from, add to, or alter the terms of this Agreement. There is no consideration for this agreement other than the consideration herein expressed.

8. This Agreement may not be modified, rescinded, terminated, or amended, in whole or in part, except by written and recorded consent of the parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands, or caused the same to be executed by the proper officers, on the date set forth below.

Signed this _____ day of _____, 2023.

Marcae Hilton, City Planner, City of Jenks

Before me, the undersigned, a Notary Public in and for said County and State, on this _____ day of _____, 2023, personally appeared Marcae Hilton, as the City Planner of the City of Jenks, known to be the identical person who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

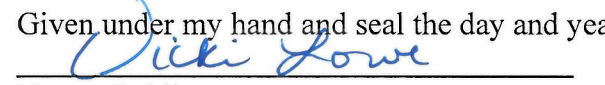
Notary Public
Commission expires: _____

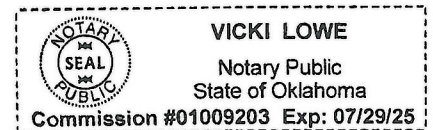

Kenneth Morton


Rachel Morton

Before me, the undersigned, a Notary Public in and for said County and State, on this 4th day of October, 2023, personally appeared Kenneth and Rachel Morton, Owners of 11336 S. Adams Street, Jenks, Oklahoma, known to be the identical person who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.


Notary Public
Commission expires: 7/29/25



Approved by City Council on this _____ day of _____, 2023.

Signed this _____ day of _____, 2023.

Mayor, City of Jenks

Before me, the undersigned, a Notary Public in and for said County and State, on this _____ day of _____, 2023, personally appeared _____, Mayor of the City of Jenks, Oklahoma, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

 Notary Public
 Commission expires: _____

City Manager, City of Jenks, Oklahoma

Before me, the undersigned, a Notary Public in and for said County and State, on this _____ day of _____, 2023, personally appeared _____, City Manager of the City of Jenks, Oklahoma, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

 Notary Public
 Commission expires: _____

By: _____
Brandon Macy, City Clerk

Before me, the undersigned, a Notary Public in and for said County and State, on this _____ day of _____, 2023, personally appeared Brandon Macy, City Clerk of the City of Jenks, Oklahoma, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

Notary Public

Commission expires: _____

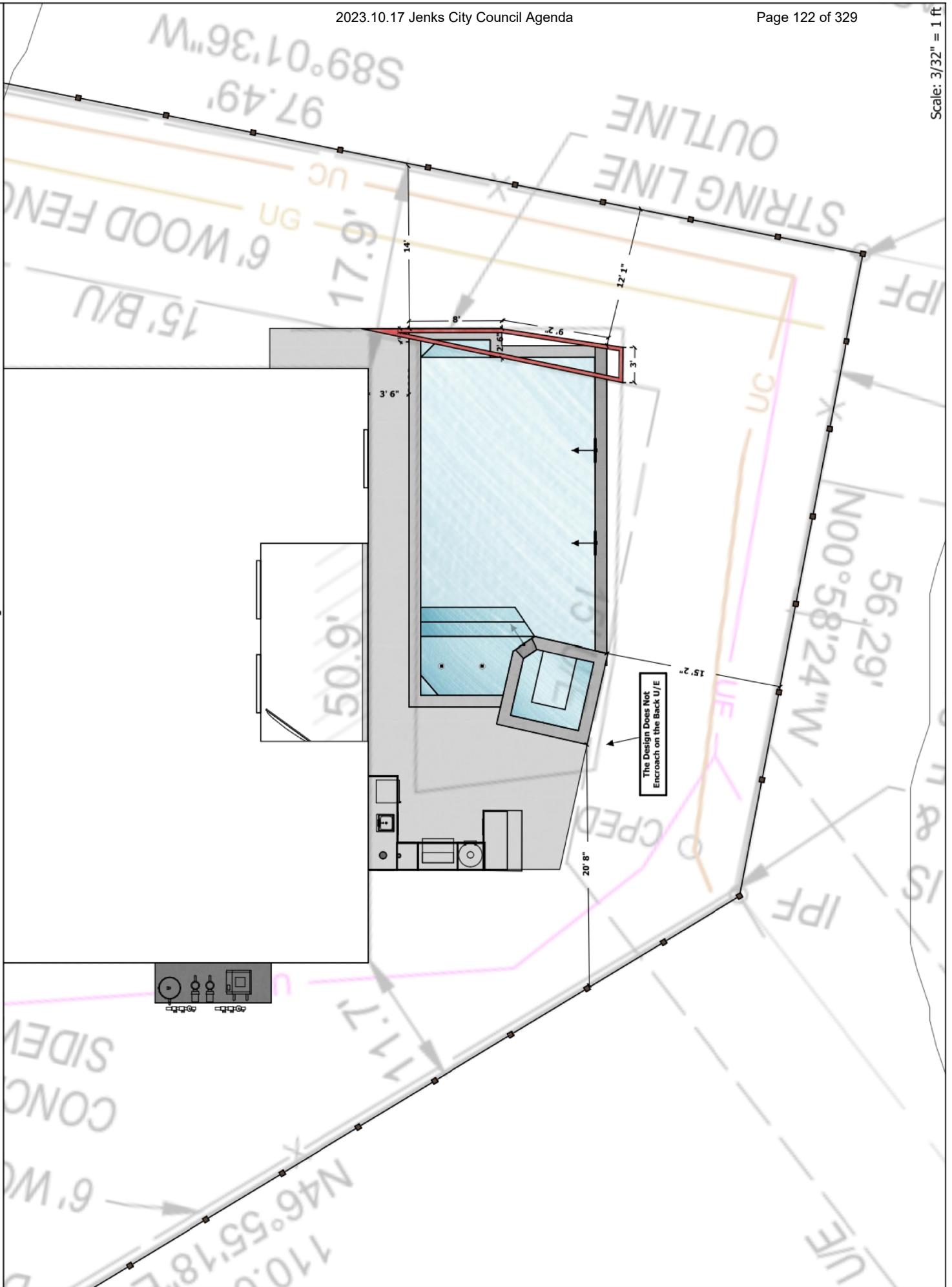
EXHIBIT "A"
LEGAL DESCRIPTION

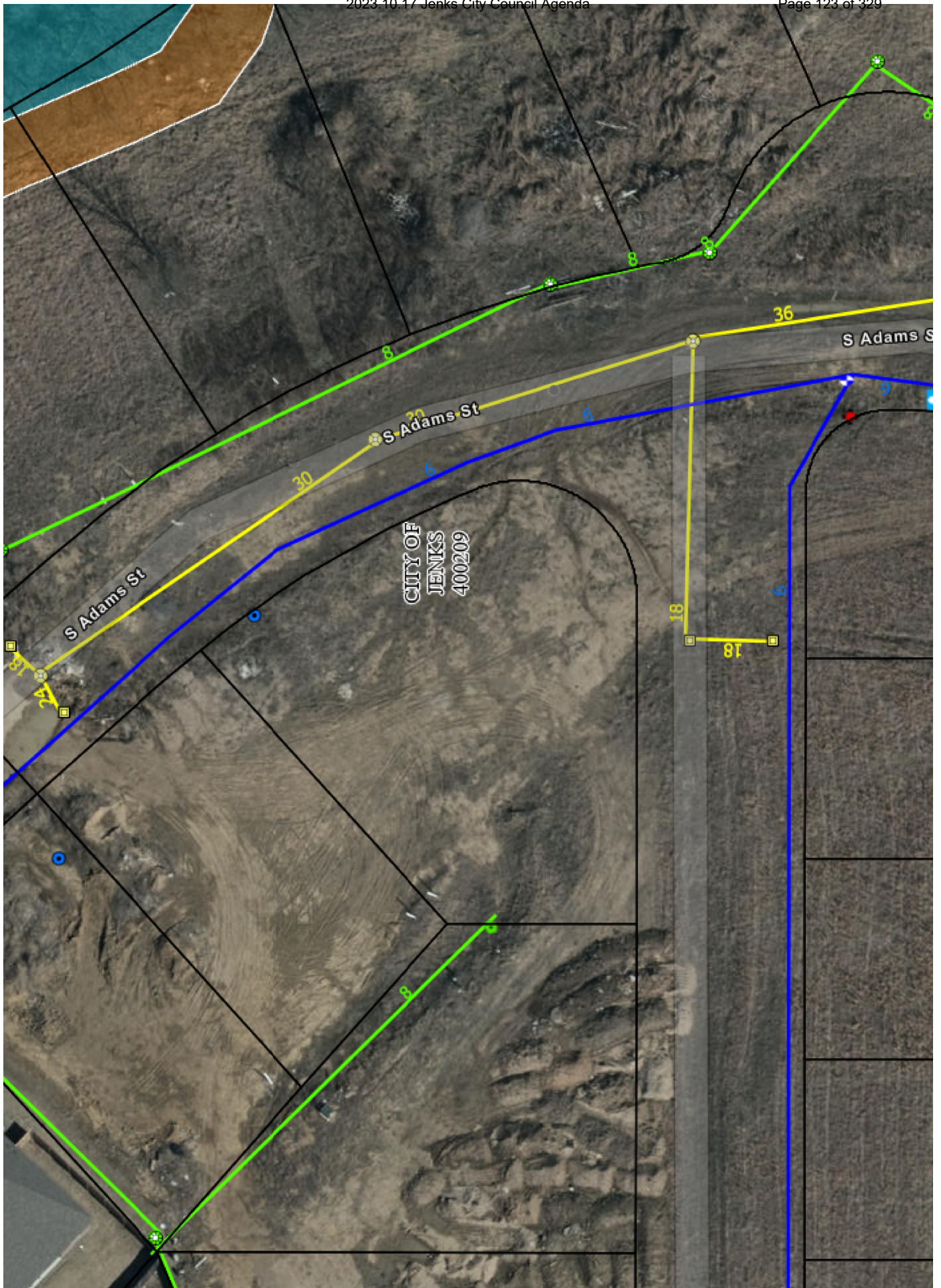
•
Legal Description of Property:

A parcel of land located in the East Half of Northwest Quarter (E/2 NW/4) of Section Thirty-Five (35), Township Eighteen (18) North, Range Twelve (12) East of the Indian Base and Meridian in Tulsa County, State of Oklahoma, according to the U.S. Government Survey thereof, being more particularly described as follows:

Lot Two (2), Block Twelve (12), BREITLING VILLAGE BLOCKS 12-16, a Subdivision within the city of Jenks, Tulsa County, State of Oklahoma, according to the recorded Plat thereof. Said parcel of land contains 11,979 square feet, being 0.275 acres, more or less.

Morton Layout





Jenks | City Council Staff Report



To	Mayor Cory Box and City Council City Manager, Christopher Shrout
Hearing Date	October 17, 2023
Case Number	Unified Development Ordinance (UDO) Regular Updates and recommended language for compliance with Federal Law regarding Reasonable Accommodations
Request	<i>Review and Recommend Approval of the UDO Edits and Reasonable Accommodations</i>

Staff Report	Preparer Marcaé Hilton
--------------	--------------------------

Attachments	Preparer
Unified Development Ordinance	Staff
Reasonable Accommodations	Todd Sheeran

Background Information

STAFF COMMENTARY

PLANNING COMMISSION SUMMARY | September 21, 2023

UDO & REASONABLE ACCOMMODATIONS | Approved 5-1-0 (One seat vacant and one seat absent.)

Planning Commission recommended approval of code changes, as presented, to the Unified Development Ordinance and language regarding Reasonable Accommodation. Mr. Todd Sheeran (Sheeran Law PLLC) gave a presentation on updating the code to match the current law regarding Reasonable Accommodations and answered questions. Two citizens asked questions: Justin Little (10531 S Koa St) and Catherine Leinhart (777 W 106th St S). Commissioner David Randolph made a motion to approve Item 3 with the addition of changing Medical Marijuana language from the 300' requirement in 16-5-11(A)1 and (B)1 to 1200'. Commissioner Craig Bowman seconded the motion.

UDO| Unified Development Ordinance was adopted in April of 2022. Staff has worked for almost one and a half years with the new code keeping tedious notes on potential changes that will make the code more user friendly and/or to comply with state and federal regulations.

Prior to the adoption of the UDO the City of Jenks adopted the Horizon Jenks 2020-2040 Comprehensive Plan.

Reasonable Accommodations | When adopted, the UDO did not include clear “reasonable accommodations” language. City Staff has worked with an outside attorney and expert in the field of reasonable accommodations to create language that protects the City of Jenks and promotes fair policy. In addition to amending the UDO (Title 16-Article 11, Article 3 and Article 5), Mr. Todd Sheeran, Esq. has recommended adding Title 24 (Reasonable Accommodations) to the general code.

Staff Evaluation & Recommendation

Evaluation The Unified Development Ordinance has been approved and applied to development for over a year. This list represents the first round of edits staff feels is necessary to move development projects forward.

Amending (See Redline Version for details):

Sec. 16-2-1. *Zoning Districts Established.*

Sec. 16-3-1. *Bulk and Dimensional Standards.*

Table 16-3-1(A): *Residential District Bulk and Dimensional Standards*

Table 16-3-1(B): *Nonresidential District Bulk and Dimensional Standards*

Sec. 16-3-3. *Exceptions to Bulk and Dimensional Standards.*

(C)(1)

(C)(6)(c)

Sec. 16-3-4. *Permitted, Conditional, Special Exception, and Specific Uses.*

(A)(4)-(10)

Table 16-3-4(B) *Residential District Permitted, Conditional, Special Exception, and Specific Uses*

Table 16-3-4(C) *Nonresidential District Permitted, Conditional, Special Exception, and Specific Uses*

Sec. 16-3-5. *Downtown Core District Specific Standards. (G)(1)(b)(II)*

Sec. 16-4-2. *Downtown Transition Overlay District Specific Standards.*

Table 16-4-2(L) *DT Overlay District Permitted, Conditional, Special Exception, and Specific Uses*

Sec. 16-5-2. *Residential Use Specific Standards. (B)(1-11), (E)(1), (G)(1)*

Sec. 16-5-3. *Institutional and Utility Use Specific Standards. (C)*

Sec. 16-5-6. *Lodging Use Specific Standards. (A)(10), (B)(4)*

Sec. 16-5-8. *Entertainment Use Specific Standards. (A)(6), (B)(7), (C)(7), (D)(4)*

Sec. 16-5-11. *Medical Marijuana Use Specific Standards and Indoor Commercial Agriculture.*

(A)(1,4), (B)(1-4) **Planning Commission recommended added additional spacing requirements from 300 ft to 1,200 ft.**

Sec. 16-5-12. *Accessory Use Specific Standards.*

(K)(1)(2)

(M)(1)(2)(3)

Sec. 16-5-13. *Temporary Use Specific Standards. (A)(c)(I)*

Sec. 16-6-1. *Off-Street Parking and Loading.*

(5)(b)(II)

Table 16-6-3(F)(3): *Transition Zone Types*

Sec. 16-6-3. *Landscape. (I)(4)(b)*

Sec. 16-6-4. *Screening. (A)(2)*

Sec. 16-7-2. *Limit on Sign Area. (A)-(D)*

Sec. 16-7-4. *Permitted Sign Types*

Table 16-7-4: *Permitted Sign Types by District (Blade)*

Sec. 16-7-5. *Permanent Sign Standards.*

(E)(4)(c)

(G)(1-5)

(I)(3)(a)

Sec. 16-7-6. Temporary Sign Standards.

(A)(2)(a)

Sec. 16-8-2. General Subdivision Standards.

(4)(a)(IV)

Sec. 16-8-4. Subdivision Procedures.

(E)(5)(a)

(E)(6)(a)(iv)

Sec. 16-8-7. Circulation and Connectivity.

(E) (1)(a)

Sec. 16-9-7. Specific Use Permit.

(B)(1)(d)(e)

Sec. 16-9-8. Planned Unit Development.

(B)(2), (J)(3)

Sec. 16-11-1. "A" Definitions.

Sec. 16-11-3. "C" Definitions.

Sec. 16-11-4. "D" Definitions.

Sec. 16-11-6. "F" Definitions. *Planning Commission recommended approval of the definition of "Family" per four (4) unrelated individuals as presented by Mr. Sheeran. Since that time Staff has further reviewed the information and is asking City Council to keep the number at five (5) because five is the threshold for the International Building Code. Family means (a) any number of people living together in a dwelling unit who are related by blood, marriage, adoption, or other legal relationship; or (b) one to ~~four (4)~~ five (5) unrelated people living together in a dwelling unit.*

Sec. 16-11-7. "G" Definitions.

Sec. 16-11-13. "M" Definitions.

Sec. 16-11-16. "P" Definitions.

Sec. 16-11-18. "R" Definitions.

Sec. 16-11-19. "S" Definitions.

Sec. 16-11-20. "T" Definitions.

Other UDO categories to be discussed in the future.

- *Small cell*
- *Lighting*

RECOMMENDATION | Staff recommends approval of this item as stated below:

- *Staff and Planning Commission recommend approval of the suggested UDO edits and the recommended language provided by Mr. Sheeran regarding "Reasonable Accommodations" found in the UDO thereby amending unlawful language.*
- *Staff asks for an exception from the Planning Commission recommendation of the definition for "family" as identified above.*
- *Staff and Planning Commission recommend the City of Jenks creates the new chapter (Chapter 24 Reasonable Accommodations).*

- CODE OF ORDINANCES
Chapter 16 UNIFIED DEVELOPMENT ORDINANCE

Chapter 16 UNIFIED DEVELOPMENT ORDINANCE¹

ARTICLE 1. GENERAL PROVISIONS

Sec. 16-1-1. Title.

(A) This ordinance shall be known and may be cited as:

- (1) "Unified Development Ordinance,"
- (2) "UDO," and
- (3) "This chapter."

(Ord. No. [1581](#), § II, 4-5-2022)

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Sec. 16-1-2. Purposes, Interpretation, and Jurisdiction.

(A) *Purposes.* This UDO is enacted for the purposes of:

- (1) Promoting the health, safety, peace, morals, comfort, convenience, prosperity, order, and general welfare,
- (2) Reducing danger and congestion of public transportation,
- (3) Providing adequate light and air, public utilities, facilities and service, and other public requirements,
- (4) Promoting productive and enjoyable harmony between man and his environment; to achieve a balance between population and resource use which will permit high standards of living and a wide sharing of amenities,
- (5) Preventing overcrowding of land and undue encroachment thereon,
- (6) Promoting efforts which will prevent or eliminate damage to the environment and biosphere,
- (7) Stimulating and assuring for all citizens safe, healthful, productive, and aesthetically and culturally pleasing surroundings,
- (8) Encouraging the residential, commercial, and industrial growth of the community as well as the most appropriate use of land, and
- (9) Encouraging the development of the community in accordance with the Jenks Comprehensive Plan, and as amended.

¹Editor's note(s)—Ord. No. 1581 , § II, adopted April 5, 2022, repealed the former Ch. 16, §§ 16-1-1—16-14-1, and enacted a new Ch. 16 as set out herein. The former Ch. 16 pertained to planning and zoning and derived from Ord. No. 205, § 1410, adopted Sept. 28, 1972; Ord. No. 232, adopted July 2, 1973; Ord. No. 282, adopted Sept. 19, 1977; Ord. No. 293, adopted Dec. 5, 1977; Ord. No. 333, adopted Jan. 2, 1979; Ord. No. 336, adopted Jan. 2, 1979; Ord. No. 378, adopted May 5, 1980; Ord. No. 382, adopted May 5, 1980; Ord. No. 384, adopted May 5, 1980; Ord. No. 422, adopted Jan. 18, 1982; Ord. No. 569, adopted Nov. 5, 1984; Ord. No. 596, adopted Sept. 16, 1985; Ord. No. 805, adopted July 6, 1993; Ord. No. 923, adopted June 16, 1997; Ord. No. 925, adopted July 21, 1997; Ord. No. 1250, adopted June 15, 2009; Ord. No. 1288, adopted Dec. 10, 2010; and Ord. No. 1288, 12-10-2010; Ord. No. 1520 , §§ I.47—I.49, adopted June 2, 2020.

(B) Interpretation.

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- (1) *Validity of Other Laws.* Where this UDO imposes a greater restriction upon the use of buildings, structures, or land or upon height or bulk of buildings or structures or requires larger open space or yards than are imposed by other ordinances, laws, or regulations, the provisions of this UDO shall govern. However, nothing in this UDO shall be construed to prevent the enforcement of other ordinances, laws, or regulations which prescribe more restrictive limitations.
- (2) *Severability.* In case any portion of this UDO shall be invalid or unconstitutional, as declared by a court of competent jurisdiction, the remainder of the code shall not thereby be invalid but shall remain in full force and effect.
- (3) *Definition.* For the purpose of this UDO certain terms and words are to be used and interpreted as defined in article 11, Definitions, of this UDO.
- (4) *Tense.*
 - (a) Words used in the present tense shall include the future tense.
 - (b) Words in the singular include the plural and words in the plural number include the singular, except where the natural construction of the writing indicates otherwise.
 - (c) The words "shall" and "will" are mandatory.

(C) Jurisdiction.

- (1) *Territorial Jurisdiction.* This UDO shall be in full force and effect and shall apply to all lands within the incorporated limits of the City of Jenks, Oklahoma.
- (2) *Annexed Territory.* When any territory shall be brought into the jurisdiction of the City of Jenks, Oklahoma, by annexation or otherwise, such territory shall be deemed to be in an AG Agriculture District. This provision shall not operate to preclude subsequent zoning of such property by amendment in the manner set forth in section 16-9-13.
- (3) Property owned, leased, or operated by the City of Jenks, Oklahoma, or any other public or governmental body or agency shall be subject to the terms of this UDO.

(Ord. No. 1581 , § II, 4-5-2022)

ARTICLE 2. ESTABLISHMENT OF DISTRICTS**Sec. 16-2-1. Zoning Districts Established.**

The zoning districts set forth below are hereby established.

(A) Base Zoning Districts.

- (1) AG - Agricultural District
- (2) RE - Residential Estate District
- (3) RS1 - Residential Single-Family Low-Density District
- (4) RS2 - Residential Single-Family Medium-Density District
- (5) RS3 - Residential Single-Family High-Density District
- (6) RD - Residential Duplex District

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- CODE OF ORDINANCES
Chapter 16 - UNIFIED DEVELOPMENT ORDINANCE
ARTICLE 3. BASE DISTRICT SPECIFIC STANDARDS

ARTICLE 3. BASE DISTRICT SPECIFIC STANDARDS

Sec. 16-3-1. Bulk and Dimensional Standards.

- (A) Table 16-3-1(A) addresses the requirements applicable to development or use of a lot in a residential zoning district.

Table 16-3-1(A): Residential District Bulk and Dimensional Standards									
Standard	RE	RS1	RS2	RS3	RD	RTH	RM1	RM2	RM3
Lot Standards (Minimum)									
Lot Area (sqft)	24,000	10,000	8,000	5,000	6,900	6,900	6,000	6,000	20,000
Lot Area/DU (sqft)	24,000	10,000	8,000	5,000	3,450	2,300	2,000	1,500	1,000
Lot Width (ft)	150	70	55	45	60	60	60	50	100
Yard Setbacks (Minimum)									
Front (ft)	25	25	20 (3)	20 (3)	20	15	10	10	10
Exterior Side (ft)	20	20	15 (3)	15 (3)	20	15	10	10	10
Interior Side (ft)	15	15 (1)	5	5	10 (2)	10 (2)	10 (2)	10 (2)	10 (2)
Rear (ft)	25	25	20	20	20	20	10	10	10
Building Standards (Maximum)									
Height (ft)	35	35	35	35	35	35	40	45	45
Impervious Surface Coverage	25%	45%	45%	60%	60%	60%	70%	70%	70%
Notes									
(1) The cumulative interior side yard setback shall be 15 feet. No interior side yard setback shall be less than 5 feet.									
(2) If a parti-wall exists, the interior side yard setback shall be 0 feet.									
(3) Garages shall be setback a minimum of 25 feet from the front property line.									

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- (B) Table 16-3-1(B) addresses the requirements applicable to development or use of a lot in an agriculture, office, commercial, or industrial zoning district.

Table 16-3-1(B): Nonresidential District Bulk and Dimensional Standards										
Standard	AG	OL	OM	LC	CS	CG	DC	RTC	IL	IM
Lot Standards (Minimum)										
Lot Area (acres)	2	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Lot Width (ft)	150	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Yard Setbacks (Minimum, unless otherwise stated)										
Front (ft)	25	25	40	0	0	25	0	0	50	50
Front, maximum (ft)	n/a	n/a	n/a	10	n/a	60	10	60	n/a	n/a
Exterior Side (ft) (3)	25	25	40	0	0	25	0	0	50	50

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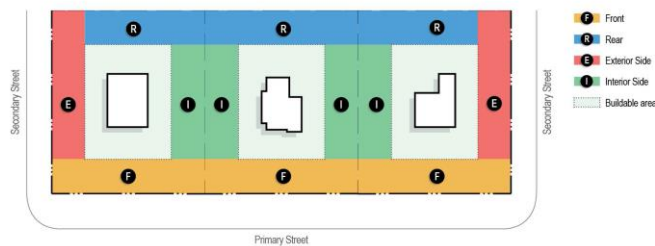
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Exterior Side, maximum (ft)	n/a	n/a	n/a	10	n/a	60	25	60	n/a	n/a
Interior Side (ft) (3)	10	10 (1)	20	10 (1)	10 (1)	10 (1)	0	0	25 (2)	50 (4)
Rear (ft) (3)	40	10 (1)	20	10 (1)	10 (1)	10 (1)	0	0	25 (2)	50 (4)
Building Standards (Maximum)										
Height (ft)	35	50	60	50	60	60	85	85	60	60
Impervious Surface Coverage	n/a	60%	70%	60%	70%	70%	100%	70%	70%	70%
Notes										
(1) Add one additional foot of setback for each one foot of building height exceeding 18 feet, if the abutting property is within an RE, RS, or RD District.										
(2) Minimum setback shall be 75 feet if the abutting property is within an AG, R, or O District.										
(3) Transition yards, as specified in section 16-6-3(F), may apply and may result in greater yard setback requirements than specified in this table.										
(4) Minimum setback shall be 75 feet if the abutting property is within an AG, R, or O District.										

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- (1) *ROC District Bulk and Dimensional Standards.* The bulk and dimensional standards for the RTC - Riverfront Tourist Commercial District shown in Table 16-3-1(B) shall apply to all parcels in the ROC - River Oriented Commercial Legacy District.
- (2) *CH District Bulk and Dimensional Standards.* The bulk and dimensional standards for the CG - Commercial General District shown in Table 16-3-1(B) shall apply to all parcels in the CH - Commercial High-Intensity Legacy District.

Figure 3.1: Yard Setback Locations



- (C) *Compliance with Yard Requirements.* Except as otherwise provided, required yards shall be open and unobstructed from the ground to the sky, unless otherwise permitted in this UDO. Yards provided for a building for the purpose of complying with the provisions of this UDO shall not be considered the yard for any other building, and yards provided for a lot shall not be considered the yard of any other lot.

(Ord. No. 1581, § II, 4-5-2022)

Sec. 16-3-2. Calculating Dimensions.

- (A) *Lot Width.* All lots shall abut upon a public or private street, and each lot shall have a minimum lot width measured at the property line.

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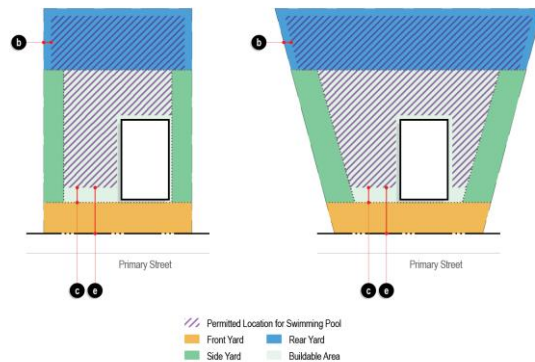
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- (1) Architectural projections, including windowsills, belt courses, cornices, eaves, flues, and ornamental features may project a maximum of three feet into required yards, provided that they do not obstruct the light and ventilation of adjacent buildings and such projections are set back at least three feet from an adjacent side or rear lot line, and 20 feet from any front lot line.
- (2) Terraces, patios, uncovered decks, and ornamental features, which have no structural element more than three feet above or below the adjacent ground level, may project any distance into a required rear yard or ten feet into a required front or side yard. All such projections must be set back at least three feet from an adjacent side or rear lot line, and 20 feet from any front lot line.
- (3) Fire escapes, fireproof outside stairways, egress window wells, and balconies may project a maximum of three feet into required yards, provided that they do not obstruct the light and ventilation of adjacent buildings and such projections are set back at least three feet from an adjacent side or rear lot line, and 20 feet from any front lot line.
- (4) Lamp posts with a maximum height of ten feet, and flag poles up to 35 feet in height may be located within required yards, provided they are set back at least five feet from property lines.
- (5) Temporary ADA ramps may extend into a required front yard provided that the ramp is setback at least three feet from the side property line(s).
- (6) *Swimming Pools and Associated Equipment.* In the AG District or any residential district, swimming pools and associate equipment shall be located:
 - (a) In a rear yard and/or within the buildable area of the lot,
 - (b) A minimum of five feet from property lines,
 - (c) A minimum of ten feet from the nearest front elevation of the primary building,
 - (d) Outside of any utility easement or drainage easement, and
 - (e) At least 25 feet from any street right-of-way.

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Figure 3.7: Swimming Pool Allowed Locations



(D) *Existing Building Encroachment on Front Yard Setbacks.*

- (1) Where an existing building or buildings on the same side of the street and within the same block encroach on the required front yard setback, the required front yard setback for new construction shall be established as follows:

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- (3) *Special Exception Uses.* Uses which are marked as "SE" in the tables shall be allowed upon the approval of a Special Exception as detailed in section 16-9-6.
- (4) *Specific Use Permits.* Uses which are marked as "S" in the tables shall be allowed upon the approval of a Specific Use Permit (SUP) as detailed in section 16-9-7. Should the project deviate from development standards of the UDO a PUD would be required in lieu of the SUP.
- (5) *Planned Unit Development.* Uses which are marked as "PUD" in the tables shall be allowed upon the approval of a Planned Unit Development as detailed in section 16-9-8.
- (6) *Temporary Uses.* Uses which are marked "T" in the tables shall be allowed upon the approval of a Temporary Use Permit as detailed in section 16-9-3(G).
- (7) *Prohibited Uses.* A blank space in the tables indicates that a use type is not allowed in the respective zoning district unless it is otherwise expressly allowed by other regulations of this UDO.
- (8) *Uses Not Listed.* If a proposed use is not listed in the tables, the City Planner shall determine if the use is substantially similar to a use listed on the tables. If it is, they shall treat the use in the same manner as the substantially similar use. If not, the use shall be regarded as prohibited.
- (9) *Additional Regulation.* If a use has use specific standards they are referenced in this column. Use specific standards shall apply to permitted, special exception, and specific uses.
- (10) *Site Plan Review Requirements.* The site plan review requirements shall be required for applications as specified in section 16-9-3(C).

(B) *Residential District Permitted, Special Exception, and Specific Uses.*

Table 16-3-4(B) Residential District Permitted, Conditional, Special Exception, and Specific Uses										
Use	Additional Regulation	RE	RS1	RS2	RS3	RD	RTH	RM1	RM2	RM3
Agricultural Uses		RE	RS1	RS2	RS3	RD	RTH	RM1	RM2	RM3
Community Garden	16-5-1(A)	P	P	P	P	P	P	P	P	P
Passive Agriculture		P								
Residential Uses		RE	RS1	RS2	RS3	RD	RTH	RM1	RM2	RM3
Duplex	16-5-2(A)					P	P	P	P	
Group Living Arrangements		P	P	P	P	P	P	P	P	P
Multifamily Building, all units	16-5-2(C)							P	P	
Multifamily Building, less than 8 units	16-5-2(C)						PUD	P	P	
Multifamily Complex	16-5-2(D)									P
Residential Clubhouse			C	C	C	C	C	C	C	C
Residential Facility for Persons with a Disability	16-5-2(B)	P	P	P	P	P	P	P	P	P
Single-Family Detached	16-9-8 (B)	P	P	P	P	P	P	P	P	
Townhome	16-5-2(E)					PUD	P	P	P	
Institutional and Utility Uses		RE	RS1	RS2	RS3	RD	RTH	RM1	RM2	RM3
Government Uses, indoor		P	P	P	P	P	P	P	P	P
Government Uses, outdoor	16-5-3(A)	S	S	S	S	S	S	S	S	S
Wireless Communication Facility	16-5-3(B)	S	S	S	S	S	S	S	S	S
Wireless Communication Facility, Small Cell	16-5-3(B)	S	S	S	S	S	S	S	S	S
Place of Assembly		S	S	S	S	S	S	S	S	S

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School, elementary/middle		S	S	S	S	S	S	S	S	S
School, high		S	S	S	S	S	S	S	S	S
Retail Uses		RE	RS1	RS2	RS3	RD	RTH	RM1	RM2	RM3
General Retail, less than 10,000 sqft	16-5-4(B)					PUD	PUD	C	C	P
Service Uses		RE	RS1	RS2	RS3	RD	RTH	RM1	RM2	RM3
General Service, less than 10,000 sqft	16-5-5(C)					PUD	PUD	C	C	P
Lodging Uses		RE	RS1	RS2	RS3	RD	RTH	RM1	RM2	RM3
Bed and Breakfast	16-5-6(A)	PUD	PUD							
Short-Term Rental	16-5-6(B)	C	C	C	C	C	C	C	C	C
Eating/Drinking Uses		RE	RS1	RS2	RS3	RD	RTH	RM1	RM2	RM3
Coffee/Tea Shop	16-5-7(A)					PUD	PUD	C	C	P
Accessory Uses		RE	RS1	RS2	RS3	RD	RTH	RM1	RM2	RM3
Accessory Building	16-5-12(A)	P	P	P	P	P	P	P	P	P
Accessory Dwelling	16-5-12(B)	P	P	P	P					
Accessory Structure	16-5-12(D)	P	P	P	P	P	P	P	P	P
Home Based Child Care	16-5-12(G)	SE	SE	SE	SE	SE	SE	SE	SE	SE
Home Based Business	16-5-12(H)	C	C	C	C	C	C	C	C	C
Solar Energy Collection System, ground	16-5-12(M)	P	P	P	P					
Solar Energy Collection System, roof	16-5-12(N)	P	P	P	P	P	P	P	P	P
Temporary Uses		RE	RS1	RS2	RS3	RD	RTH	RM1	RM2	RM3
Construction Related		T	T	T	T	T	T	T	T	T
Farmers' Market		T						T	T	T
Food Truck	16-5-13(A)		C	C	C			C	C	C
Garage/Estate Sale		T	T	T	T	T				
Outdoor Dining	16-5-13(B)					T	T	T	T	T
Portable Outdoor Storage Device	16-5-13(D)	T	T	T	T	T				

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(C) Nonresidential District Permitted, Special Exception, and Specific Uses.

Table 16-3-4(C) Nonresidential District Permitted, Conditional, Special Exception, and Specific Uses											
Use	Additional Regulation	AG	OL	OM	LC	CS	CG	DC	RTC	IL	IM
Agricultural Uses		AG	OL	OM	LC	CS	CG	DC	RTC	IL	IM
Commercial Agriculture, Indoor	16-5-11. (B)	P									
Commercial Agriculture, Outdoor		P									
Passive Agriculture		P									
Urban Agriculture, Indoor		S								P	P
Urban Agriculture, Outdoor		P									
Residential Uses		AG	OL	OM	LC	CS	CG	DC	RTC	IL	IM
Multifamily Building, 8 units or more	16-5-2(C)		S	S	S	S	S	S	S		

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Multifamily Building, less than 8 units	16-5-2(C)		S	S	S	S	S	S	S		
Multifamily Complex	16-5-2(D)		S	S	S	S	S		S		
Residential, above ground floor			S	S	S	P	P	P	P		
<u>Residential Facility for Persons with a Disability</u>	<u>16-5-2(B)</u>	<u>P</u>	<u>S</u>	<u>S</u>	<u>S</u>	<u>S</u>	<u>S</u>	<u>S</u>	<u>S</u>		
Single-Family Detached		P									
Institutional and Utility Uses		AG	OL	OM	LC	CS	CG	DC	RTC	IL	IM
Government Uses, indoor		P	P	P	P	P	P	P	P	P	P
Government Uses, outdoor	16-5-3(A)	S	S	S	S	S	S	S	S	S	S
Wireless Communication Facility	16-5-3(B)	S	S	S	S	S	S	S	S	P	P
<u>Wireless Communication Facility, Small Cell</u>	<u>16-5-3(B)</u>	<u>S</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>P</u>	<u>P</u>
<u>Place of Assembly</u>		<u>S</u>		<u>S</u>		<u>S</u>	<u>S</u>	<u>S</u>		<u>S</u>	<u>S</u>
Retail Uses		AG	OL	OM	LC	CS	CG	DC	RTC	IL	IM
Adult Uses	16-5-4(A)						S				
Convenience Store					P	P	P	P	P		
General Retail, less than 10,000 sqft	16-5-4(B)		P	P	P	P	P	P	P		
General Retail, 10,000 sqft—49,999 sqft	16-5-4(C)				S	P	P	S	P		
General Retail, 50,000 or more sqft	16-5-4(D)					P	P	S	S		
Multitenant Shopping Center	16-5-4(E)				C	P	P	C	P		
Pawn Shop							S				
Service Uses		AG	OL	OM	LC	CS	CG	DC	RTC	IL	IM
Acute Care Center			P	P	S	P	P			S	
Business Park	16-5-5(A)			P						P	
Check Cashing/Pay Day Loan Store							S				
Commercial Animal Boarding	16-5-5(B)	P					P			P	
General Service, less than 10,000 sqft	16-5-5(C)		P	P	P	P	P	P	P		
General Service, 10,000—49,999 sqft	16-5-5(D)				S	P	P	S	S		
General Service, 50,000 sq ft or more	16-5-5(E)					P	P	S	S		
Hospital				S		S	S			S	
Medical/Dental Office			P	P	P	P	P	P	P		
Personal Storage Facility	16-5-5(F)					S	S			P	P
Professional Office			P	P	P	P	P	P	P		
Professional Office, above ground floor			P	P	P	P	P	P	P		
Tattoo Parlor							S				
Veterinary Clinic/Animal Hospital		S	S	S	S	P	P			P	P
Lodging Uses		AG	OL	OM	LC	CS	CG	DC	RTC	IL	IM

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Hotel						P	P	P	P	P	
Motel						S	S				
Short-Term Rental	16-5-6(B)	C						C	C		
Eating/Drinking Uses		AG	OL	OM	LC	CS	CG	DC	RTC	IL	IM
Bar/Tavern							P	P	P		
Brewery/Winery/Distillery, micro					S	P	P	P	P	P	
Brewery/Winery/Distillery, tasting room					S	P	P	P	P		
Coffee/Tea Shop	16-5-7(A)		P	P	P	P	P	P	P	P	
Food Truck Court	16-5-7(B)				S	S	S		S		
Restaurant, delivery/carry out only					S	P	P	S	S		
Restaurant, fast casual					P	P	P	P	P		
Restaurant, sit down					P	P	P	P	P		
Entertainment Uses		AG	OL	OM	LC	CS	CG	DC	RTC	IL	IM
Archery/Gun Range		S					S				
General Entertainment, indoor, less than 10,000 sqft	16-5-8(A)	S			P	P	P	P	P		
General Entertainment, indoor, 10,000 sqft—49,999 sqft	16-5-8(B)	S			S	P	P	S	P		
General Entertainment, indoor, more than 50,000 sqft	16-5-8(C)	S				P	P	S	S		
General Entertainment, outdoor	16-5-8(D)	S				S	S		S		
Vehicle Related Uses		AG	OL	OM	LC	CS	CG	DC	RTC	IL	IM
Autobody Repair						S	S			P	P
Car Wash	16-5-9(A)					S	P				
Fuel Sales	16-5-9(B)					P	P			P	P
Gas Station With Mini-Mart						P	P			P	P
Service Station						P	P				
Trucking Establishment	16-5-9(C)									S	S
Vehicle Sales and Rental							S				
Industrial Uses		AG	OL	OM	LC	CS	CG	DC	RTC	IL	IM
Brewery/Winery/Distillery						S	S			P	P
Laboratory				S						P	P
Manufacturing, Artisan						S	S	S	S	P	P
Manufacturing, Heavy											P
Manufacturing, Light										P	P
Mining and Mineral Processing and Oil and Gas	Municipal Code	S								S	S
Warehouse, distribution										P	P
Warehouse, office	16-5-10(A)			S			S			P	P
Warehouse, storage										P	P
Medical Marijuana Uses		AG	OL	OM	LC	CS	CG	DC	RTC	IL	IM
Medical Marijuana Commercial Grower	16-5-11(A)	P					S			P	P

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Medical Marijuana Education Facility	16-5-11(A)	S	P	P			S			P	P
Medical Marijuana Dispensary	16-5-11(A)				P	P	P	S	S	S	S
Medical Marijuana Research Facility	16-5-11(A)						S			P	P
Medical Marijuana Testing Laboratory	16-5-11(A)						S			P	P
Medical Marijuana Processing Facility, Heavy	16-5-11(A)										P
Medical Marijuana Processing Facility, Light	16-5-11(A)						S			P	P
Accessory Uses		AG	OL	OM	LC	CS	CG	DC	RTC	IL	IM
Accessory Building	16-5-12(A)	P	P	P	P	P	P	P	P	P	P
Accessory Dwelling	16-5-12(B)	P									
Accessory Retail	16-5-12(C)	P						P		P	
Accessory Structure	16-5-12(D)	P	P	P	P	P	P	P	P	P	P
Donation Drop Box	16-5-12(E)					P	P				
Drive Through	16-5-12(F)					P	P		P		
Home Based Business	16-5-12(H)	C	C	C	C	C	C	C	C		
Outdoor Activity/Operation, permanent	16-5-12(I)					S	S			SE	P
Outdoor Display/Sale of Merchandise, permanent	16-5-12(J)					S	S	S	S		
Outdoor Storage, permanent	16-5-12(K)									SE	P
Solar Energy Collection System, canopy	16-5-12(L)	P	P	P	P	P	P	P	P	P	P
Solar Energy Collection System, ground	16-5-12(M)	P	P	P	P	P	P	P	P	P	P
Solar Energy Collection System, roof	16-5-12(N)	P	P	P	P	P	P	P	P	P	P
Temporary Uses		AG	OL	OM	LC	CS	CG	DC	RTC	IL	IM
Carnival/Fair		T				T	T	T			
Construction Related		T	T	T	T	T	T	T	T	T	T
Farmers Market		T			T	T	T	T	T		
Flea Market						T	T	T			
Food Truck	16-5-13(A)				T	T	T		T		
Outdoor Dining	16-5-13(B)	T	T	T	T	T	T	T	T		
Outdoor Activity/Operation, temporary		T				T	T	T	T	T	T
Outdoor Display/Sale of Merchandise, temporary	16-5-13(C)	T				T	T	T	T		
Outdoor Storage, temporary										T	T
Seasonal Sales	16-5-13(E)	T			T	T	T	T	T		

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(Supp. No. 4)

utilized on upper floors shall have a minimum thickness of one inch and shall be structurally integrated into the façade of the building.

(Ord. No. 1581 , § II, 4-5-2022)

ARTICLE 4. OVERLAY DISTRICT SPECIFIC STANDARDS

Sec. 16-4-1. General Overlay District Requirements.

- (A) *Development Plan.* Prior to the change of occupancy, construction, reconstruction, or exterior remodeling of any building or structure, placement of exterior lighting or signs, or any proposed construction requiring the issuance of a building permit other than a small job permit for a property located within an Overlay District, an application for Site Plan Review, as detailed in section 16-9-3(C), shall be made and shall be subject to the applicable Overlay District Specific Standards.
- (B) *PUD Overlay District.* The PUD Overlay District is created to visually represent areas of the community that are governed by an approved Planned Unit Development as detailed in section 16-9-8 of this UDO. Overlay district specific standards are therefore not established for the PUD Overlay District.

(Ord. No. [1581](#), § II, 4-5-2022)

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Sec. 16-4-2. Downtown Transition Overlay District Specific Standards.

- (A) *Exterior Building Materials.* Exterior building materials shall be traditional, time and weather tested materials and techniques.
- (1) *Ground Floor.* Exterior building materials utilized on the ground floor shall be limited to wood, masonry, stucco, fiber cement, or stone veneer systems. Stone veneer systems utilized on the ground floor shall have a minimum thickness of three inches.
 - (2) *Upper Floors.* Exterior building materials utilized on upper floors may include all materials permitted on the ground floor as well as EIFS or precast panels with inlaid or stamped brick texture. All materials utilized on upper floors shall have a minimum thickness of one inch and shall be structurally integrated into the façade of the building.
- (B) *Type of Construction.* Manufactured, mobile, and metal units shall be prohibited unless otherwise expressly permitted by this UDO.
- (C) *Alley Access.* Where a lot abuts an existing alley, access shall be maintained or established and utilized to access offstreet parking, loading, and service areas.
- (D) *Yard Setbacks.* Required yard setbacks shall be as detailed in Table 16-4-2(D) below.

Table 16-4-2(D): Downtown Transition Overlay District Yard Setbacks	
Yard Setbacks (Minimum, unless otherwise stated)	
Front (ft)	10
Front, maximum (ft)	25
Exterior Side (ft)	10
Exterior Side, maximum (ft)	25
Interior Side (ft)	15 (1)
Rear (ft)	25
Notes	

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Duplex	16-5-2(A)	P
Residential, above ground floor		P
Multifamily Building, 8 units or more	16-5-2(C)	S
Multifamily Building, less than 8 units	16-5-2(C)	S
Senior Housing, dependent		S
Senior Housing, independent		S
Single-Family Detached		P
Townhome	16-5-2(E)	P
Institutional Uses		DT
Government Uses, indoor		P
Retail Uses		DT
General Retail, less than 5,000 sq ft	16-5-4(B)	C
Service Uses		DT
General Service, less than 5,000 sq ft	16-5-5(C)	C
Medical/Dental Office		C
Professional Office		C
Lodging Uses		DT
Short-Term Rental	16-5-6(B)	C
Eating/Drinking Uses		DT
Brewery/Winery/Distillery, tasting room		C
Coffee/Tea Shop		C
Restaurant, fast casual		C
Restaurant, sit-down		C
Entertainment Uses		DT
General Entertainment, indoor, less than 5,000 sq ft	16-5-8(A)	C
Accessory Uses		DT
Accessory Building	16-5-12(A)	P
Accessory Dwelling	16-5-12(B)	P
Accessory Structure	16-5-12(D)	P
Home Based Business	16-5-12(H)	P
Solar Energy Collection System, ground	16-5-12(M)	P
Solar Energy Collection System, roof	16-5-12(N)	P
Temporary Uses		DT
Construction Related		T
Outdoor Dining	16-5-13(B)	T

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(Ord. No. 1581 , § II, 4-5-2022)

ARTICLE 5. USE SPECIFIC STANDARDS

Sec. 16-5-1. Agricultural Use Specific Standards.

(A) Community Garden.

- (1) The name and contact information of the responsible person or organization shall be clearly posted and maintained for the duration of the existence of the community garden.

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- (2) Accessory structures shall be limited in gross floor area to ten percent of the of the lot used for the community garden, shall have a maximum height of 12 feet including any pitched roof, and shall be limited to the following accessory structure types:
 - (a) Storage sheds,
 - (b) Hoop houses, and
 - (c) Cold frames.
 - (3) All compost and/or organic matter on the site:
 - (a) Shall not cover more than ten percent of the total area of the property,
 - (b) Shall be screened from view from adjacent property and the public right-of-way,
 - (c) Shall be managed to prevent the harborage of rodents and pests,
 - (d) Shall be maintained to prevent odors, and
 - (e) Shall be located to prevent leachate from flowing onto adjacent property or into natural or human-made storm channels.
 - (4) The site shall be designed and maintained to prevent water from irrigation and/or other activities and/or fertilizer from draining onto adjacent property.
 - (5) Trash areas shall be provided and screened from view from adjacent property and the public right-of-way.

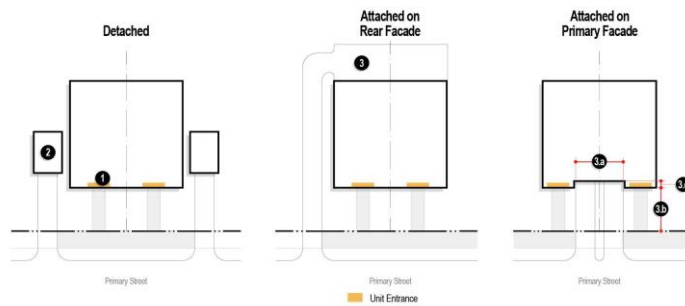
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Sec. 16-5-2. Residential Use Specific Standards.

- (A) *Duplex.*
 - (1) Duplexes shall be oriented with their primary façades toward the public street. For corner lots, the primary façade must be oriented toward the designated front lot line.
 - (2) A minimum of one of the parking spaces, as required in section 16-6-1(E) of this UDO, shall be provided in an attached or detached garage.
 - (3) Attached garages are encouraged to be located on rear façades. If attached garages are located on the primary façade they shall:
 - (a) Not exceed 45 percent of the façade's total width,
 - (b) Be setback a minimum of 25 feet from the property line, and
 - (c) Be recessed from the primary front façade (excluding porches) of the duplex a minimum of five feet.
 - (4) Exterior building materials shall be time- and weather-tested materials and techniques such as, but not limited to, masonry, stone veneer systems, stucco, precast panels with inlaid or stamped brick texture, and those included in the City of Jenks Preferred Building Materials List.

Figure 5.1: Duplex Allowed Garage Location

(B) Residential Facility for Persons with a Disability.**Deleted:** Community Group Home.

- (1) Each RFPD shall comply with all applicable state and local building, safety, health, and zoning requirements.
- (2) Each RFPD shall comply with all applicable federal and state laws, standards, and requirements, including state licensure, if applicable and required.
- (3) The minimum number of parking spaces required for an RFPD shall be the same as for similar structures located in the same zone in which the facility is located. Off-street parking shall be adequate to serve the needs of residents, visitors, staff members, and others. Additional parking may be required based on the number of residents occupying the facility, the number of residents who are reasonably expected to maintain a vehicle at the facility, the reasonably anticipated number of visitors, the number of staff members who will be serving the residents, the number of vendors that will serve the facility, and any other factors that may increase or impact parking demands for the facility.
- (4) The RFPD shall not be made available to or occupied by any person whose tenancy would constitute a direct threat to the health or safety of other individuals or whose tenancy would result in substantial physical damage to the property of others.
- (5) The table of conditional, special exception, and specific uses is found in Section 16-3-4(B)-(C) of the City Code. An RFPD shall be a permitted use in any zone where a specific subtype of Group Living Arrangement is shown in the Table of Uses as a permitted or conditional use, subject to the same development standards as are applied to Group Living Arrangements in City Code. In determining whether a Group Living Arrangement is allowed, only those specific users and types of Group Living Arrangements currently and presently allowed by ordinance and shown in Section 16-3-4(B)-(C) shall be considered. Variance, prior accommodations, pre-existing noncomplying structures, or pre-existing nonconforming uses shall not be considered. Providers must comply with state and federal laws when applying for the accommodation.
- (6) Any lawfully created pre-existing nonconforming use(s) or noncomplying structure (s) that are in conflict with this Title or any other provision of the City Code may be continued as allowed by City Code. A nonconforming use, noncomplying structure, nonconforming lot, or other nonconformity may not be changed except in conformance with the provisions of this Title. Such changes requiring conformance with the provisions of this Title shall include, but not limited to, a change in state licensure, additional state licensure(s), an increase in resident census size, or any other expansion of or change in use.

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- (7) An RFPD located in a residential zone shall be capable of use as a facility without structural or landscaping alterations that would change the structure's residential character or appearance. Any new or remodeled structure constructed for use as a facility shall be of a size, scale, and design that is in harmony with other residential uses in the vicinity and shall not create a fundamental change in the residential character of the neighborhood in which it is proposed to be located.
- (8) Residency in the facility shall be on a strictly voluntary basis and not a part of, or in lieu of, confinement, rehabilitation, or treatment in either a correctional facility or a condition of probation or parole. A facility shall not include any persons referred by the Oklahoma state department of corrections or any adult or juvenile court.
- (9) The RFPD shall not house more than six (6) persons with a disability.
- (10) No Group Living Arrangement shall be located within 1,200 feet of another Group Living Arrangement. Measurement shall be in a straight line between the closest property lines of the lots/parcels, whether located in the City, County, State, or surrounding municipality.
- (11) An RFPD may request a reasonable accommodation pursuant to federal and state law and Title 24.

(C) *Multifamily Building, All Units.*

- (1) Multifamily buildings shall be oriented with their primary façades toward the public street. For corner lots, the primary façade must be oriented toward the designated front lot line.
- (2) Multifamily buildings shall incorporate design elements that create visual interest and avoid large blank façades. Such elements should be used to create a façade rhythm that is consistent with surrounding attached or detached single-family buildings. Appropriate elements include protruding or recessed patios, vertical and horizontal design elements, planar variations, varied roof lines, dormers, and others.
- (3) When a multifamily building is located at the end of a block, the building shall be oriented toward the intersecting side street. Where existing alleys exist and intersect with the side street, the alley must either be accommodated by new development, or reconfigured and dedicated as part of the new development in order to preserve alley access to other properties on the block.
- (4) All off-street parking, as required in section 16-6-1(E) of this UDO, shall be located in the rear and/or interior side yard. Off-street parking located in the interior side yard shall be set back a minimum of one foot from the front elevation of the primary building.
- (5) A maximum of one curb cut shall be permitted per street frontage unless otherwise approved by the City Planner due to site specific constraints.
- (6) ADA compliant pedestrian walkways shall be provided to all building entries and parking areas and shall connect to the sidewalk at the street frontage.
- (7) Exterior building materials shall be time- and weather-tested materials and techniques such as, but not limited to, masonry, stone veneer systems, stucco, precast panels with inlaid or stamped brick texture, and those included in the City of Jenks Preferred Building Materials List.

(D) *Multifamily Complex.*

- (1) The façades of buildings in multifamily complexes shall be improved as detailed below.
 - (a) Primary Façade.
 - (i) The primary façade shall include the primary building entrance and shall be oriented toward the following (listed in priority order):
 - (i) Perimeter Streets,

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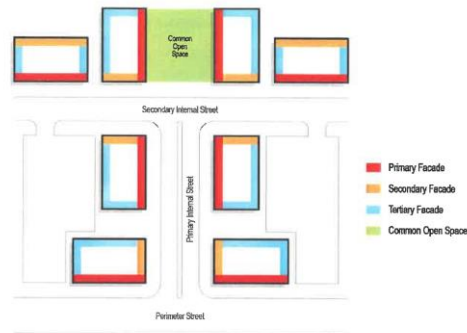
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The occupancy of a community group home may not exceed 15 inhabitants. Consideration of approval must, at least in part, be based upon a showing that, but for the economic need associated with the number of inhabitants requested to be permitted in the proposed group home: ¶

- (a) The dwelling would otherwise be available to the applicant, and ¶
- (b) The requested number of inhabitants is reasonably calculated to offset the increased economic costs associated with the Group Home use. ¶
- (2) Community group homes must have all licenses required by the state. A Specific Use Permit granted for a community group home use will immediately become void upon final revocation of any required state license. ¶
- (3) To avoid over-concentration, community group homes in RE, RS or RD zoning districts may not be located within 1,300 feet of any other community group home. This separation requirement is established, not on the basis of any disability status, but on the basis of the non-family status of the groups. The required separation distance must be measured in a straight line from the nearest lot lines of the lots occupied by the community group home uses. ¶
- (4) In order to allow for special accommodations for inhabitants of community group homes, the City is authorized, by Specific Use permit approval, to reduce or eliminate the separation distance requirement upon a finding that the federal Fair Housing Amendments Act, as amended, requires it, or that the grant of the Specific Use permit will not be injurious to the neighborhood or detrimental to the public welfare and will be in harmony with the spirit and intent of this UDO. In consideration of granting this Specific Use permit, the City must specifically consider the following factors: ¶
- (a) Traffic and parking congestion given the capacity of nearby streets, ¶
- (b) The likelihood that any other applicable group home use will impact traffic and parking congestion, ¶
- (c) Traffic hazards, ¶
- (d) Availability of off-street parking, ¶
- (e) Availability of public transit and the likelihood of its use, ¶
- (f) Feasibility of traffic mitigation measures, and ¶
- (g) Impacts on public utilities, including water and sanitary sewer capacities. ¶

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Figure 5.2: Multifamily Complex Façade Locations



- (2) Parking shall be integrated into the overall site design to minimize visual impact, reduce the loss of trees, and be visually concealed from public rights-of-way.
- (3) ADA compliant pedestrian walkways shall be provided to all building entries and parking areas and shall connect to the sidewalk at the street frontage.

(E) Townhome.

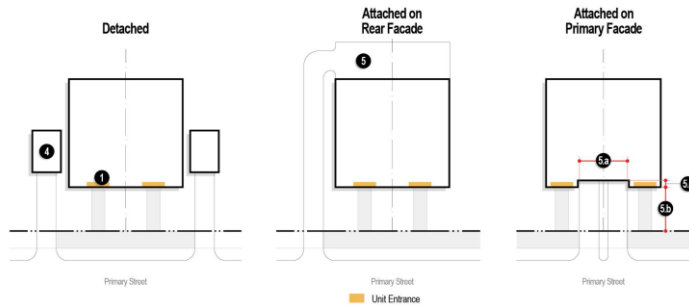
- (1) Townhomes shall be oriented with their primary façades toward the public street. For corner lots, the primary façade must be oriented toward the designated front lot line.
- (2) Individual townhome units should be articulated through the exterior design of the townhome cluster. This can be accomplished through dormers, porches, vertical design elements, varying roof forms, or other appropriate techniques.
- (3) When townhomes are located at the end of a block, they shall be oriented toward the intersecting side street. Where existing alleys exist and intersect with the side street, the alley must either be accommodated by new development, or reconfigured and dedicated as part of the new development in order to preserve alley access to other properties on the block.
- (4) A minimum of one of the parking spaces, as required in section 16-6-1(E) of this UDO, shall be provided in an attached or detached garage. Detached garages shall be exclusively accessed from rear alleys where rear alleys exist. Where rear alleys do not exist, it is encouraged that they be established and that detached garages be exclusively accessed from them. Carports shall be allowed upon Planning Commission approval.
- (5) Attached garages are encouraged to be located on rear façades. If attached garages are located on the primary façade they shall:
 - (a) Not exceed 35 percent of the façade's total width,
 - (b) Be setback a minimum of 25 feet from the property line, and
 - (c) Be recessed from the primary front façade (excluding porches) of the townhome a minimum of five feet.
- (6) Exterior building materials shall be time- and weather-tested materials and techniques such as, but not limited to, masonry, stone veneer systems, stucco, precast panels with inlaid or stamped brick texture, and those included in the City of Jenks Preferred Building Materials List.

Deleted: (E) Residential Treatment Center.¶

To avoid over-concentration, all residential treatment centers shall be separated from one another by a minimum distance of 2,640 feet, as measured in a straight line from the nearest point on the lot line of the property occupied by one of these uses to the nearest point on a lot line of the other property occupied by one of the subject uses. The separation distance requirements of this subsection may be reduced if approved through the Specific Use approval process. ¶

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Figure 5.3: Townhome Allowed Garage Locations



Sec. 16-5-3. Institutional and Utility Use Specific Standards.

(A) Government Uses, Outdoor.

- (1) Outdoor storage and/or activity areas shall be located a minimum of 50 feet from any residentially zoned property. All outdoor storage and/or activity areas adjoining a residentially zoned property shall comply with the requirements for permanent outdoor storage screening as specified in section 16-5-12(K) of this UDO.
- (2) All buildings and structures shall be located a minimum of 20 feet from any residentially zoned property.
- (3) Buildings shall be similar in character to abutting properties including roof pitch, eaves, building materials, windows, and colors.

(B) Wireless Communication Facility.

- (1) All wireless communication facilities shall be designed, screened, and camouflaged from view of surrounding properties and the public view in one or more of the following methods:
 - (a) The facility shall be co-located with existing uses and on the subject lot so as not to create substantial visual, noise, or aesthetic impacts.
 - (b) The facility shall be sited within areas with substantial existing vegetative screening or new vegetative screening to be added by the applicant.
 - (c) The facility shall be designed to appear as natural features found in the immediate area such as trees or rocks to be unrecognizable from off-site.
- (2) All wireless communications facilities, including on-site generators shall be designed, operated, and located to have no noise detectable at the property lines of the subject lot.
- (3) A least ten feet of horizontal clearance shall be maintained between any part of the wireless communication facility antenna and any utility lines unless the antenna is co-located with a utility tower or facility.
- (4) *Standards in Residential Districts.*
 - (a) No small cell wireless communication facility shall be placed within 500 feet of another small cell wireless communication facility.

Deleted: (G) *Transitional Living Center.*¶

(1) ¶

To avoid over-concentration, all transitional living center uses must be separated from one another by a minimum distance of 2,640 feet, as measured in a straight line from the nearest point on the lot line of the property occupied by one of these uses to the nearest point on a lot line of the other property occupied by one of the subject uses. The separation distance requirements of this subsection may be reduced if approved through the Specific Use approval process. ¶
(Ord. No. 1581 , § II, 4-5-2022)¶

- (b) No small cell wireless communication facility shall be located on a lot immediately adjacent to or immediately across the street from any residential use.
- (c) The cumulative total of all equipment from all wireless communication providers, including antenna for a single facility or property shall not exceed 28 cubic feet in volume.

(5) *Antenna Standards.*

- (a) One wireless facility shall be allowed per parcel, unless the applicant can demonstrate the service need for additional antenna.
- (b) Antennae shall be ground-mounted in residential districts. Ground-mounted or building-mounted antennae shall be allowed in nonresidential districts, however the preference is for building-mounted antennae.
- (c) No antenna shall be located in the required front or street side yard of any parcel unless entirely screened from view of the adjoining right-of-way.
- (d) Ground-mounted antennae shall be situated as close to the ground as possible to reduce visual impact.
- (e) Antennae shall be set back at least five feet from all property lines.
- (f) Antennae shall be comprised of subdued colors and nonreflective materials which blend with the surrounding area or building.
- (g) A least ten feet of horizontal clearance shall be maintained between any part of the wireless communication facility antenna and any utility lines unless the antenna is co-located with a utility tower or facility.

(6) *Height Limit.* The height limit for towers shall be established by district as listed in Table 16-5-3(B)(6).

Table 16-5-3(B)(6) Tower Height	
Zoning Districts	Maximum Height (feet)
Residential Districts	55
Office and Commercial Districts	65
Industrial Districts	80

(7) *Tower Standards.*

- (a) All facilities shall be designed to minimize the visual impact, considering technological requirements by means of placement, screening, and camouflage to be compatible with existing architectural elements, landscape elements, and other site characteristics.
- (b) Towers shall not be in any required front or street side yard in any district. The setback from any street right-of-way, residential property line shall be equal to the height of the facility. The setback in all other situations shall be at least 20 percent of the height of the tower.
- (c) Towers shall not feature lighting except as follows:
 - (I) A manually operated or motion-detector-controlled light above the equipment shed door may be provided. The light shall remain off except when personnel are present at night. The lighting shall comply with the standards of section 16-6-7.
 - (II) Any tower lighting required by the Federal Aviation Administration.

(C) *Small Cell.*

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(Ord. No. [1581](#), § II, 4-5-2022)

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Sec. 16-5-4. Retail Use Specific Standards.

(A) *Adult Uses.*

- (1) *Purpose.* The purpose of this section is to provide specific regulations for adult uses, in order to accommodate constitutionally-protected non-obscene sexual expression, while protecting the public health, safety, and general welfare of the City. The City Council finds that:
 - (a) Adult uses require special supervision from the City's law enforcement and public safety agencies to protect and preserve the public health, safety, morals, and welfare of the patrons and employees of businesses as well as the City's citizens.
 - (b) Adult uses are frequently used for unlawful sexual activities, including prostitution and sexual liaisons of a casual nature.
 - (c) Sexually transmitted diseases are a legitimate health concern for the City that demands reasonable regulation of adult uses by the City in accordance with this chapter.
 - (d) This chapter's regulations are a legitimate and reasonable means of accountability to ensure that operators of adult uses comply with reasonable regulations and to ensure that operators do not allow their establishments to be used as places of illegal sexual activity or solicitation.
 - (e) There is convincing documented evidence that adult uses, because of their outward appearance and very nature, have a deleterious effect on both the existing businesses around them and the surrounding residential areas adjacent to them, cause increased crime, particularly during the overnight hours, and reduce property values.
 - (f) The City Council desires to minimize and control these adverse effects by regulating adult uses in accordance with this chapter.
 - (g) By minimizing and controlling these adverse effects, the City Council seeks to protect the health, safety, and welfare of the citizenry; protect citizens from increased crime; preserve quality of life; preserve property values and the character of the City's neighborhoods; and deter the spread of urban blight.
 - (h) The City Council does not enact this chapter to suppress or authorize the suppression of any speech activities protected by the First Amendment; rather, this chapter establishes content-neutral regulations that address the secondary effects of adult uses.
 - (i) The City Council does not enact this chapter to restrict, deny, or authorize the restriction or denial of access by adults to sexually oriented materials protected by the First Amendment, or to deny, or authorize denial of, access by the distributors and exhibitors of adult entertainment and adult materials to their intended market.
 - (j) Evidence concerning adult uses' adverse secondary effects on communities is readily available in many court decisions, including, but not limited to: *Township of Littleton, Colorado v. Z.J. Gifts D-4, LLC*, 541 U.S. 774 (2004); *City of Los Angeles v. Alameda Books, Inc.*, 535 U.S. 425 (2002); *Township of Erie v. Pap's A.M.*, 529 U.S. 277 (2000); *Barnes v. Glen Theatre, Inc.*, 501 U.S. 560 (1991); *Township of Renton v. Playtime Theatres, Inc.*, 475 U.S. 41 (1986); *Young v. American Mini Theatres*, 426 U.S. 50 (1976); *California v. LaRue*, 409 U.S. 109 (1972); *Illinois One News, Inc. v. City of Marwill*, 477 F.3d 461 (7th Cir. 2007); *Andy's Restaurant & Lounge, Inc. v. City of Gary*, 466 F.3d 550 (7th Cir. 2006); *Joelner v. City of Washington Park*, 378 F.3d 613 (7th Cir. 2004); *G.M. Enterprises, Inc. v. Town of St. Joseph*, 350 F.3d 631 (7th Cir. 2003); *Pleasureland Museum*,

- (10) The operator shall file an application for a City of Jenks license and registration and the appropriate tax permit issued by the State of Oklahoma Tax Commission upon approval of the required Specific Use Permit. City licenses and registration to be made by application to the Jenks City Clerk and shall conform to the requirements of the City Code, which levies a lodging tax on gross receipts of any Bed and Breakfasts and similar businesses.

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(B) *Short-Term Rental.*

- (1) All applications for short-term rentals shall be filed under the Conditional Use Permit procedures and subject to the Conditional Use Permit review criteria in section 16-9-3(D).
- (2) Short-term rentals shall be subject to the City of Jenks lodging tax rate.
- (3) Private covenants enacted by homeowners associations or other private entities may further restrict the establishment short-term rentals beyond the regulations of this UDO.

(4) Site is subject to Life Safety inspection.

(Ord. No. 1581, § II, 4-5-2022)

Sec. 16-5-7. Eating/Drinking Use Specific Standards.

- (A) Coffee/Tea Shop. The following standards shall apply to Coffee/Tea Shop uses in any residential district or the LC District and in any district when the subject lot abuts a residential zoning district.

- (1) The main entrance shall be oriented towards the primary street.
- (2) All off-street parking, as required in section 16-6-1(E) of this UDO, shall be located in the rear and/or interior side yard. Off-street parking located in the interior side yard shall be set back a minimum of one foot from the front elevation of the primary building.
- (3) A maximum of one curb cut shall be permitted per street frontage unless otherwise approved by the City Planner due to site specific constraints.
- (4) ADA compliant pedestrian walkways shall be provided to all building entries and parking areas and shall connect to the sidewalk at the street frontage.
- (5) Exterior building materials shall be time- and weather-tested materials and techniques such as, but not limited to, masonry, stone veneer systems, stucco, precast panels with inlaid or stamped brick texture, and those included in the City of Jenks Preferred Building Materials List.

(B) *Food Truck Court.*

- (1) The maximum number of food trucks allowed on site shall depend on the size of the lot and sites ability to provide required electrical access and parking. Site plans shall be provided to the City for review before permitting.
- (2) A minimum of ten feet of clearance shall be provided between all individual food trucks.
- (3) The area for a food truck court shall be clearly defined and separated from all patron parking with an enclosure. Any use of fencing or planters to separate the food truck park from parking shall provide visibility into the site and shall not exceed four feet in height.
- (4) Food truck courts are encouraged to create an inviting and attractive aesthetic environment and shall include seating and shade elements.
- (5) A minimum of two permanent restrooms that meet ADA standards shall be made accessible to patrons within 200 feet of the food truck court during hours of operation.

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(Supp. No. 4)

- (6) Food truck courts shall be located a minimum of 500 feet away from any brick-and-mortar restaurant unless said restaurant is operating a truck within the food truck park, as measured from the facility property line or receives written permission from all brick-and-mortar restaurants within 500 feet.
- (7) Any food truck court shall not be located less than 1,500 feet from any other food truck court, as measured from the facility property line.
- (8) Electrical service shall be provided to each food truck.
- (9) A minimum of one trash receptacle and one recycling receptacle shall be provided per food truck. The food truck park shall also provide a commercial dumpster outside of the designated patron area for waste disposal. The dumpster shall be screened in accordance with section 16-6-4(A).
- (10) Food trucks shall be inspected in accordance with the State of Oklahoma.

(Ord. No. 1581 , § II, 4-5-2022)

Sec. 16-5-8. Entertainment Use Specific Standards.

(A) *General Entertainment, Indoor, less than 10,000 square feet.*

- (1) The main entrance shall be oriented towards the primary street.
- (2) All off-street parking, as required in section 16-6-1(E) of this UDO, shall be located in the rear and/or interior side yard. Off-street parking located in the interior side yard shall be set back a minimum of one foot from the front elevation of the primary building.
- (3) A maximum of one curb cut shall be permitted per street frontage unless otherwise approved by the City Planner due to site specific constraints.
- (4) ADA compliant pedestrian walkways shall be provided to all building entries and parking areas and shall connect to the sidewalk at the street frontage.
- (5) Exterior building materials shall be time- and weather-tested materials and techniques such as, but not limited to, masonry, stone veneer systems, stucco, precast panels with inlaid or stamped brick texture, and those included in the City of Jenks Preferred Building Materials List.

(6) Noise is subject to City Code standards and enforcement.

(B) *General Entertainment, Indoor, 10,000—49,999 square feet.*

- (1) All off-street parking, as required in section 16-6-1(E) of this UDO, is encouraged to be located in the rear and/or interior side yard. Any portion of an off-street parking located in the front yard shall meet the requirements for Type B interior and perimeter parking lot landscaping.
- (2) Façades greater than 100 feet in length, measured horizontally, shall incorporate surface articulation every 50 feet.
- (3) Ground floor façades that face public streets shall have arcades, clear glass display windows, entry areas, awnings, or other such features along no less than 60 percent of their horizontal length.
- (4) Curb cuts and site vehicular access shall be minimized in frequency and width and shall not dominate the site plan or property and street frontage.
- (5) ADA compliant pedestrian walkways shall be provided to all building entries and parking areas and shall connect to the sidewalk at the street frontage.

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- (6) Exterior building materials shall be time- and weather-tested materials and techniques such as, but not limited to, masonry, stone veneer systems, stucco, precast panels with inlaid or stamped brick texture, and those included in the City of Jenks Preferred Building Materials List.

[\(7\) Noise is subject to City Code standards and enforcement.](#)

(C) *General Entertainment, indoor, 50,000 square feet or more.*

- (1) Façades greater than 100 feet in length, measured horizontally, shall incorporate surface articulation every 100 feet.
- (2) Ground floor façades that face public streets shall have arcades, clear glass display windows, entry areas, awnings, or other such features along no less than 60 percent of their horizontal length.
- (3) Curb cuts and site vehicular access shall be minimized in frequency and width and shall not dominate the site plan or property and street frontage.
- (4) Service areas, dumpsters, utilities, and the required screening thereof shall not be visible from rights-of-way.
- (5) ADA compliant pedestrian walkways shall be provided to all building entries and parking areas and shall connect to the sidewalk at the street frontage.
- (6) Exterior building materials shall be time- and weather-tested materials and techniques such as, but not limited to, masonry, stone veneer systems, stucco, precast panels with inlaid or stamped brick texture, and those included in the City of Jenks Preferred Building Materials List.

[\(7\) Noise is subject to City Code standards and enforcement.](#)

(D) *General Entertainment, Outdoor.*

- (1) All buildings associated with the Outdoor General Entertainment use shall meet the use specific standards for the applicable indoor general entertainment use based on the size of the building.
- (2) Outdoor activity areas shall not be located closer than 300 feet to a property in a RE, RS, or RD district.
- (3) Hours of operation shall be limited to between 7:00 am and 9:00 pm weekly between Sunday and Thursday and between 7:00 am and 11:00 pm weekly between Fridays and Saturday.

[\(4\) Noise is subject to City Code standards and enforcement.](#)

(Ord. No. [1581](#), § II, 4-5-2022)

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Sec. 16-5-9. Vehicle Related Use Specific Standards.

(A) *Car Wash.*

- (1) Car washes seeking to locate in a CG District adjacent to or that contains a residential use, the car wash may not be established without approval of a Specific Use Permit, in accordance with section 16-9-7.
- (2) All car wash facilities and accessory equipment such as vacuums, dryers, accessory buildings, etc. shall be set back a minimum of 200 feet from any property in a residential district, in addition to the minimum setbacks required in the zoning district in which the car wash is located.
- (3) All car wash facilities shall be screened from view from any adjoining property in a residential district or that contains a residential use by a solid screening fence or wall at least eight feet in height.
- (4) Blowers or other noise producing drying equipment shall be located inside the car wash tunnel or bay and shall be oriented away from any abutting property in a residential district or that contains a residential use.

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(Supp. No. 4)

- (7) *Minimum Building Separation.* No two buildings on the same parcel within trucking establishment shall be located closer to one another than a distance equal to the height of the lower building.
- (8) *Prohibited uses.* The following are the prohibited uses and structures in trucking establishments:
- Any permitted use, accessory use, restricted use or structure not specifically or by reasonable implication permitted herein,
 - Adult uses,
 - Sales of alcoholic beverages for consumption off the premises. This prohibition does not include the sale of beer and wine accessory to a convenience store, and
 - Sales, Wholesale.* This prohibition does not include the sales of tires, batteries and vehicle parts and bulk storage of petroleum products for sales on-site but does include the bulk sale of petroleum products.

(Ord. No. 1581 , § II, 4-5-2022)

Sec. 16-5-10. Industrial Uses.

- (A) *Warehouse, Office.* A maximum of 80 percent of the floor area of the structure may comprise warehouse uses and at least 20 percent of the floor area of the structure shall comprise office uses.

(Ord. No. 1581 , § II, 4-5-2022)

Sec. 16-5-11. Medical Marijuana Use Specific Standards and Indoor Commercial Agriculture.

- (A) *All Medical Marijuana Uses.*

- Grow facilities, testing laboratories, and processing facilities shall be located a minimum of 1,200 feet from any parcel designated in the RE, RS, or RD, RTH, RM, LC, and CS districts or from a habitable structure.
- Grow facilities, testing laboratories, processing facilities, and dispensaries (all medical marijuana uses) shall be located within an enclosed building(s).
- Any ventilation/HVAC system shall be located to expel air away from a residential use located on an adjoining property.
- Shall be located within a detached, single tenant, structure, or multi-tenant structure of like use.

- (B) *All Indoor Commercial Agriculture Uses.*

- Shall be located a minimum of ~~300~~ 1,200 feet from any parcel designated in the RE, RS, or RD, LC, and CS districts or from a habitable structure.
- Shall be located within an enclosed building(s).
- Any ventilation/HVAC system shall be located to expel air away from a residential use located on an adjoining property.
- Shall be located within a detached, single tenant, structure, or multi-tenant structure of like use.

(Ord. No. 1581 , § II, 4-5-2022)

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- (5) Outdoor activities and operations shall be setback a minimum of 50 feet from all property lines when adjacent properties are zoned OL, OM, or LC.
- (6) Outdoor activities and operations shall be setback a minimum of 100 feet from all property lines when adjacent properties are zoned RE, RS, RD, RTH, RM, CH, or RTC.
- (7) The following minimum screening requirements shall apply to permanent outdoor activities and operations visible from the right-of-way of an existing or proposed arterial or collector roadway or a property zoned RE, RS, RD, RTH, RM, OL, LC, or RTC.
 - (a) A solid wall constructed from materials, not including metal, identical to those used on the exterior of the principal building, unless otherwise approved by the Planning Commission, and not less than six feet and not more than eight feet in height shall be erected to screen those portions of permanent outdoor activity and operations areas visible from an existing or proposed arterial or collector roadway or a property zoned RE, RS, RD, RTH, RM, OL, LC, or RTC.
 - (b) A landscape strip, not less than five feet wide shall be located in front of the wall. A minimum of four canopy or evergreen trees shall be planted and evenly spaced per every 100 lineal feet. A minimum of ten shrubs shall be planted and evenly spaced per every 100 lineal feet. All landscape maintenance requirements of section 16-6-3(l) of this UDO shall apply.

(J) *Outdoor Display/Sale of Merchandise, Permanent.*

- (1) Only those goods and materials associated with the existing on-site use may be displayed or sold.
- (2) Permanent outdoor display or sales areas shall not be located within any required yard or parking area.
- (3) Permanent outdoor display or sales areas shall be surfaced with an approved hard surface material. Partially paved or unpaved outdoor display or sales areas shall be prohibited.
- (4) Permanent outdoor display or sales areas shall not exceed ten percent of the gross floor area of the primary building on the property unless approved as a Specific Use.

(K) *Outdoor Storage, Permanent.*

- (1) Permanent outdoor storage areas shall be surfaced with an approved hard surface material. [Contact the office of the City Planner for a detailed list, materials not listed in the policy shall require approval from the City Engineer and City Planner.](#) Partially paved or unpaved outdoor storage areas shall be prohibited. [Weed and grass management will be required.](#)
- (2) The following minimum screening requirements shall apply to permanent outdoor storage areas which are visible from the right-of-way of an existing or proposed arterial or collector roadway or [where adjacent lot uses are not of a similar nature, scale and intensity see Table 16-6-3\(F\)\(2 & 3\) for additional standards.](#)
 - (a) [Materials:](#) a solid wall constructed from materials, not including metal, identical to those used on the exterior of the primary building, unless otherwise approved by the Planning Commission.
 - (b) [Height:](#) a screening wall, not less than six feet and not more than eight feet in height shall be erected to screen those portions of permanent outdoor storage areas visible from an existing or proposed arterial roadway or [where adjacent lot uses are not of a similar nature, scale and intensity see Table 16-6-3\(F\)\(2 & 3\) for additional standards.](#)
 - (c) [Landscaping:](#) See Table 16-6-3 (F)(2) and (F)(3) for applicable transition requirements based on adjacent lot uses. For lots visible from the right-of-way of an existing or proposed arterial or collector roadway, a landscape strip, not less than five feet wide shall be located in front of the wall. A minimum of four canopy or evergreen trees shall be planted and evenly spaced per every 100 lineal feet. A minimum of ten shrubs shall be planted and evenly spaced per every 100 lineal feet. All landscape maintenance requirements of section 16-6-3(l) of this UDO shall apply.

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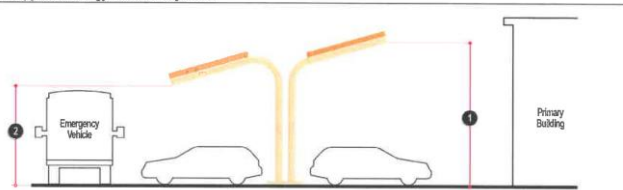
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- (3) Shipping containers not located on a truck shall be considered outdoor storage. Shipping containers located on a truck which is kept in the same parking or loading area for more than 30 days shall be considered outdoor storage. Any shipping containers considered outdoor storage shall be subject to the regulations of this section.

(L) *Solar Energy Collection System, Canopy.*

- (1) The height of canopy solar energy collection systems shall not exceed the height of the primary building that the parking area serves.
- (2) The minimum height of solar energy collection systems shall allow clearance for emergency and service vehicles.

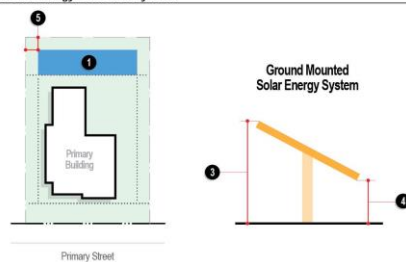
Figure 5.10: Canopy Solar Energy Collection Systems



(M) *Solar Energy Collection System, Ground-Mounted.*

- (1) Ground-mounted solar energy collection systems shall be permitted in the rear yard only. [AG lots are excepted.](#)
- (2) An unlimited quantity of panels is permitted on all zoning lots with the exception of any lot in a RS, or RD district 10,000 square feet or less in size, which are limited to a total of 100 square feet in area of panels, [unless approved by Planning Commission.](#)
- (3) The maximum height of ground-mounted solar energy collection systems shall be five feet in height, measured from the grade at the base of the pole to the highest edge of the system, [unless approved by Planning Commission.](#)
- (4) Minimum clearance between the lowest point of the system and the surface on which the system is mounted is 12 inches.
- (5) All parts of the freestanding system shall be set back ten feet from the side and rear lot lines and shall not be located in a public utility easement.

Figure 5.11: Ground Mounted Solar Energy Collection Systems



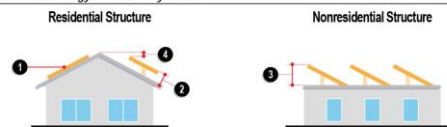
(N) *Solar Energy Collection System, Roof-Mounted.*

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- (1) Roof-mounted solar energy collection systems may be located on any roof face of principal or accessory buildings. Systems should be flush mounted when possible.
- (2) Systems on residential structures shall not extend beyond 12 inches parallel to the roof surface of a pitched roof or flat roof.
- (3) Systems on nonresidential structures shall not extend beyond 36 inches parallel to the roof surface of a pitched roof or flat roof.
- (4) Systems on all structures shall not extend above the highest peak of a pitched roof. Height is measured from the roof surface on which the system is mounted to the highest edge of the system.
- (5) All materials used for racking, mounts, mounting clamps, and flashings shall be of a color consistent with the color of the roof surface to minimize visibility.

Figure 5.12: Roof Mounted Solar Energy Collection Systems



(Ord. No. 1581, § II, 4-5-2022)

Sec. 16-5-13. Temporary Use Specific Standards.

(A) Food Truck.

(1) Location.

- (a) *Nonresidential.* A standalone food truck may locate in the LC, CS, and CG Zoning Districts through the issuance of a Temporary Use Permit in section 16-9-3(G).
- (b) *Residential.* A stand-alone food truck may locate in a RS1, RS2, RS3, RM1, RM2, RM3 District through the issuance of a Conditional Use Permit in section 16-9-3(D).
- (c) *Special Districts.* In the DC and DT Districts, food carts or trucks are prohibited except within the "Downtown Commons" park area or during approved special events.
 - (I) Downtown Commons [regulations](#) are subject to adopted Council Policy.
 - (II) Food trucks shall not stay overnight.
 - (III) Food trucks shall be located within dedicated food truck spaces.
 - (IV) In the Riverfront Tourist Commercial District, food carts or trucks are prohibited except within an approved Planned Unit Development or food truck court or during approved special events.

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(2) Criteria For Food Truck Operation.

- (a) The owner or operator of the food cart or truck shall maintain all required licenses, including, but not limited to, any license required by the State of Oklahoma, and Tulsa County Department of Health.
- (b) All permits shall be displayed to the public in a visible location on the food truck.

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- (7) *Pedestrian Circulation Systems.* Pedestrian circulation systems, as required in the interior of off-street parking areas in section 16-6-1(H), shall be located along parking area medians. The City Planner may waive or modify this requirement on determining that locating pedestrian circulation systems along parking area medians is impractical due to site conditions or undesirable because it would create unsafe conditions.
- (8) *Type of Landscape Material.* Except where areas are designed as vegetated stormwater management areas, canopy trees shall be the primary plant materials used in parking area islands and canopy trees and shrubs or native grasses shall be the primary plant materials used in parking area medians. Understory trees, evergreen trees, shrubs, native grasses, groundcover, and other plant materials may be used to supplement the required plantings but shall not create visibility concerns for automobiles and pedestrians. If medians or islands are designed as stormwater management areas, deviations from required plantings may be approved by the City Planner.
- (9) *Groundcover.* A minimum of 75 percent of the surface area of every parking area island and median shall be planted with living groundcover.
- (F) *Transition Zone Landscape Requirements.* Transition zone landscape shall be required along interior property lines of all nonresidential, mixed use, and multifamily development. It is not expected that the transition area will totally screen such uses but rather will minimize land use conflicts and enhance aesthetics. Landscape required by this section shall be in addition to landscape required under other Sections of this UDO.
- (1) *Applicability.* Transition zone landscaping is required as follows:
- The construction or installation of any new primary building or primary use; and
 - The expansion of any existing primary building or primary use that results in an increase in gross floor area by more than five percent or 1,000 square feet, whichever is greater. In the case of expansions that trigger compliance with transition zone requirements, transition zone landscaping is required only in proportion to the degree of expansion. The City Planner is authorized to allow the transition zone to be established adjacent to the area of expansion or to disperse transition zone landscaping along the entire site transition zone.
- (2) *Application of Transition Zone Types.* Transition zones shall be provided based on Table 16-6-3(F)(2), except where adjacent uses are of a similar nature, scale, and intensity as determined by the City Planner. As per Table 16-6-3(F)(2), the type of required transition zone is dependent upon the land use type of the subject lot and the land use type of the adjacent lot(s).

Table 16-6-3(F)(2): Application of Transition Zone Types											
Subject Lot Land Use	Adjacent Lot Land Use										
	Agricultural	Single-Family Residential	All Other Residential	Institutional	Retail	Service	Lodging	Eating/Drinking	Entertainment	Vehicle Related	Industrial
Agricultural	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Single-Family Residential	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
All Other Residential	n/a	C	A	B	B	B	B	B	B	C	D
Institutional	n/a	C	B	A	B	B	B	B	B	C	D
Retail	n/a	C	B	B	A	A	A	A	A	B	C
Service	n/a	C	B	B	A	A	A	A	A	B	C

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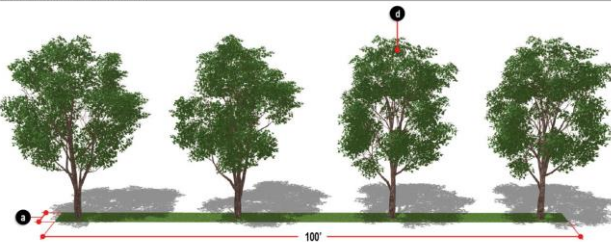
Lodging	n/a	C	B	B	A	A	A	A	A	A	B	C
Eating/Drinking	n/a	C	B	B	A	A	A	A	A	A	B	C
Entertainment	n/a	C	B	B	A	A	A	A	A	A	B	C
Vehicle Related	n/a	C	B	B	A	A	A	A	A	A	B	C
Industrial	n/a	D	D	D	D	D	D	D	D	D	D	D

- (3) *Transition Zone Types.* Four transition zone types are established in recognition of the different contexts that may exist, as shown in Table 16-6-3(F)(3). Transition zones may include a combination of elements including setback distances for separation, planting types, solid fencing, green walls, vegetated stormwater management areas, living groundcover, or turf.

Table 16-6-3(F)(3): Transition Zone Types					
Specification	Type A	Type B	Type C	Type D	
(a) Minimum Zone Width (1)	5 feet	10 feet	15 feet	20 feet	
(b) Minimum Fence/Wall Height (2)(3)	optional	optional	6 feet	6 feet	
Minimum Number of Landscape Elements per 100 Linear Feet					
(c) Understory Tree	optional	3	4	5	
(d) Canopy/Evergreen Tree	4	3	4	5	
(e) Shrubs/Native Grasses	optional	15	25	35	
Notes:					
(1) Required yard setbacks may be utilized for transition zone landscape.					
(2) Fence or wall requirements may be satisfied by a solid evergreen hedge with a maximum height of six feet, as approved by the City Planner.					
(3) Fencing shall still be required on the subject lot in any instance that the adjoining property contains a fence along the lot line.					

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Figure 6.18: Transition Zone Type A



(C) *Authority.* The City Council finds that:

- (1) This article advances important and substantial governmental interests,
- (2) The regulations set out in this article are unrelated to the suppression of constitutionally-protected free expression and do not involve the content of protected messages which may be displayed on signs, nor do they involve the viewpoint of individual speakers,
- (3) The incidental restriction on the freedom of speech is no greater than is essential to the furtherance of the interests protected by this article, and
- (4) Certain types of speech are not protected by the First Amendment due to the harm that they cause to individuals or the community, and speech that is harmful to minors may be prohibited in places that are accessible to minors.
- (5) Any Planned Unit Development ordinance or Specific Use approved prior to the adoption of this UDO which references compliance with the City of Jenks Zoning Code shall meet the applicable sign standards of this UDO.

(D) *General Findings of Fact.* The City Council finds that:

- (1) The ability to display signs of reasonable size and dimensions is vital to the health and sustainability of many businesses, and the display of signs with noncommercial messages is a traditional component of the freedom of speech, but the constitutional guarantee of free speech may be limited by appropriate and constrained regulation that is unrelated to the expression itself,
- (2) The City has an important and substantial interest in preventing sign clutter (which is the proliferation of signs of increasing size and dimensions as a result of competition among property owners for the attention of passing motorists), because sign clutter degrades the character of the community, makes the community a less attractive place for commerce and private investment, and dilutes or obscures messages displayed along the City's streets by creating visual confusion and aesthetic blight,
- (3) Sign clutter can be prevented by regulations that balance the legitimate needs of individual property owners to convey their commercial and noncommercial messages against the comparable needs of adjacent and nearby property owners and the interest of the community as a whole in providing for a high-quality community character,
- (4) Temporary signs that are not constructed of weather-resistant materials are often damaged or destroyed by wind, rain, and sun, and after such damage or destruction, degrade the aesthetics of the City's streets if they are not removed,
- (5) The City has an important and substantial interest in keeping its rights-of-way clear of obstructions and litter,
- (6) The City has an important and substantial interest in protecting the health of its tree canopy, which contributes to the character and value of the community, and
- (7) The uncontrolled use of billboard signs and their location, density, size, shape, motion, illumination, and demand for attention can be injurious to the purposes of this UDO, and destructive to community character and property values, and that, as such, restrictions on the display of off-premises commercial messages are necessary and desirable.

(Ord. No. 1581, § II, 4-5-2022)

Sec. 16-7-2. Limit on Sign Area.

(A)

Deleted: *Permanent Sign Area Limit.* Each lot shall be allowed aggregate permanent sign area equal to one square feet of sign area per linear foot of lot frontage.

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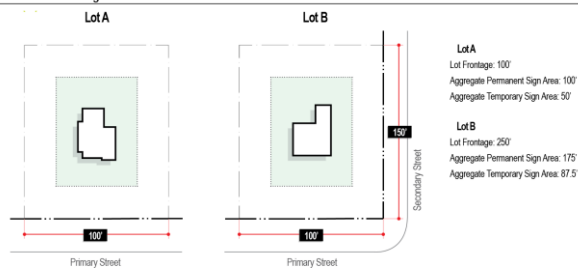
- (A) *Temporary Sign Area Limit.* Each lot shall be allowed aggregate temporary sign area equal to one-half square foot of sign area per linear foot of lot frontage.
- (B) *Premises Having Frontage on More Than One Dedicated Street.* Premises having frontage on more than one dedicated street will be allowed an additional one-half square foot of aggregate sign area for each lineal foot of the secondary lot frontage; however additional sign area shall only be displayed on the secondary frontage.
- (C) *Irregularly Shaped Lots.* Irregularly shaped lots with minimal lot frontage, relative to more typically shaped lots in the district, may petition for additional aggregate sign area through the Comprehensive Sign Plan process as detailed in section 16-7-9.

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Figure 7.1: Limit on Sign Area



(Ord. No. 1581, § II, 4-5-2022)

Sec. 16-7-3. Sign Measurement.

- (A) *Sign Height.* Sign height shall be measured by the total distance between the highest point on the sign to the average elevation of the ground upon which the sign supports are placed, except when the sign supports rest upon a berm or other area elevated above the surrounding ground or when the sign supports rest upon a ditch or other area lower than the surrounding ground. In such cases, the elevation of the centerline of the adjacent roadway shall be considered as the ground level.

Figure 7.2: Sign Height Measurement



- (B) *Sign Area.* Unless otherwise defined, sign area is determined by the total area enclosed by a continuous perimeter along the edges of a sign, including any frame or border. The area of a sign composed of individually-affixed letters is determined by the total area of the smallest geometric shape enclosing the copy. A maximum of two geometric shapes may be utilized. The calculation for a double-faced sign shall be the area of one face only.

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Figure 7.3: Sign Area Measurement



(Ord. No. 1581, § II, 4-5-2022)

Sec. 16-7-4. Permitted Sign Types

The following key is to be used in the interpretation of Table 16-7-4.

- (A) *Permitted Sign Types.* Sign types marked as "P" in the table shall be permitted subject to all applicable regulations of this UDO and only after the issuance of a Sign Permit as detailed in section 16-9-3(F).
- (B) *Allowed Sign Types.* Sign types marked as "A" in the table shall be allowed subject to all applicable regulations of this UDO.
- (C) *Prohibited Sign Types.* A blank space in the table indicates that a sign type is not allowed in the respective zoning district.
- (D) *Unlisted Sign Types.* Sign types that are not included in Table 16-7-4 shall be considered prohibited.

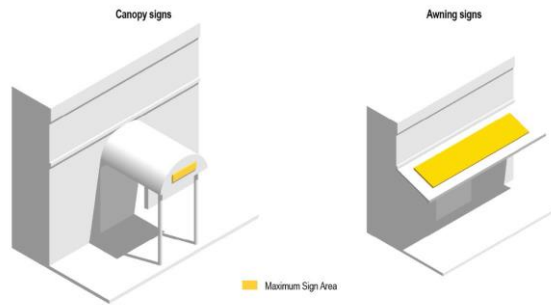
Table 16-7-4: Permitted Sign Types by District												
Sign Type	District											
	R Districts	AG	OL	OM	LC	CS	CG	DC	DT	RTC	IL	IM
Permanent Signs												
Wall Sign	P (1)	P (1)	P	P	P	P	P	P	P	P	P	P
Single-Tenant Monument Sign	P (1)(2)	P (1)	P	P	P	P	P			P	P	P
Multi-Tenant Monument Sign			P	P	P	P	P			P	P	P
Post Sign, Permanent								P	P			
Pole/Pylon Sign						P (3)	P (3)				P (3)	P (3)
Awning/Canopy Sign	P (1)	P (1)	P	P	P	P	P	P	P	P	P	P
Blade Sign			P	P	P	P	P	P	P	P	P	P
Window Sign, Permanent			P	P	P	P	P	P	P	P	P	P
Billboard Sign						P (3)	P (3)				P (3)	P (3)
Temporary Signs												

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Figure 7.10: Awning-Canopy Sign Standards

(G) *Blade/Projecting Signs.*(1) *Sign Area.*

(a) The maximum permitted sign area of blade signs shall be four square feet.

(b) The maximum permitted sign area of “special” projecting blade sign shall be thirty-five square feet.

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(2) *Height.*

(a) Blade signs shall not extend above the roofline of the building to which it is attached, or a maximum of 12 feet, whichever is less, and shall maintain a minimum vertical clearance of ten feet.

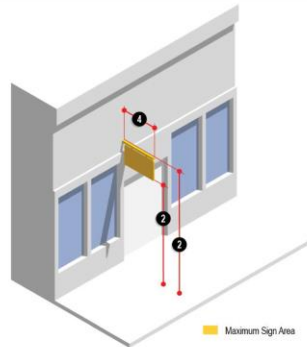
(b) “Special” projecting blade signs shall not exceed the height of the parapet or wall to which it is attached by more than twenty-five percent and shall maintain a minimum vertical clearance of ten feet.

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(3) *Number of Signs.* A maximum of one blade sign shall be permitted per ground floor nonresidential tenant space. A blade sign may be displayed on the same building frontage as a wall or an awning or canopy sign, and “special” projecting blade sign.(4) *Projection.* Blade signs shall horizontally project a maximum of four feet from the mean elevation of the building to which it is attached or with staff recommendation and approval of Planning Commission. “Special” projecting blade signs shall not be continuously attached to the surface of the wall.(5) *Other Provisions.*(a) Blade signs shall not be internally illuminated. “Special” projecting signs may incorporate neon, staff may require approval from Planning Commission for other requests. Cabinet signs are prohibited within the Downtown Core (DC) and the Riverfront Tourist Commercial (RTC).

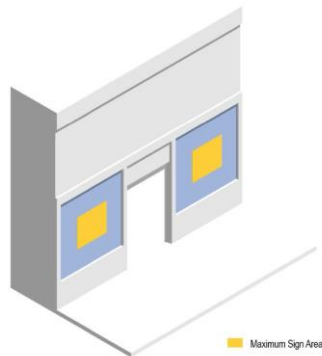
(b) Blade signs may encroach upon, extend, or project over a public right-of-way or easement. The property owner may be required to provide a release or hold harmless to the City prior to issuing permits for any such signs.

Figure 7.11: Blade Sign Standards

(H) *Window Signs, Permanent.*

- (1) *Sign Area.* The maximum permitted sign area of a permanent window sign shall be 25 percent of the square footage of the individual window on which the sign shall be located. Permanent window sign area shall be counted in aggregate with temporary window sign area.

Figure 7.12: Permanent Window Sign Standards

(I) *Billboard Signs.*

- (1) *Sign Area.* The maximum sign area of billboard signs shall not exceed 14 feet by 48 feet and may include an additional three foot by 48 foot marquee located at the base of the sign face.
- (2) *Sign Height.* The maximum height of billboard signs shall not exceed 50 feet.
- (3) *Sign Separation.*
 - (a) A minimum distance of 1,000 linear feet shall be required between billboard signs. The separation requirement shall apply to either side of the roadway regardless of which side of the roadway the sign is located upon.

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- (d) Permanent reference markers shall be placed at the points of curvature and points of tangency of all inside and outside rights-of-way lines, and at the point of intersection of the outside line of a curve in street right-of-way. These markers shall be a 24-inch long iron pipe or bar of at least one-half inch diameter to be driven into unexcavated soil.
- (e) The location of all permanent markers shall be shown on the face of the record plat.

(4) *Street Designations and Names.*

- (a) *Street Designations.* When the applicable conditions are met, the following designations shall be used for all streets:

- (I) Avenue: A North-South road longer than 500 feet.
- (II) Boulevard: A road divided by a median.
- (III) Circle: A short street that begins and circles back to terminate on an East-West Street.
- (IV) Court: A cul-de-sac.
- (V) Drive: A curvilinear road of more than 500 feet in length.
- (VI) Highway: A designated state or federal highway.
- (VII) Interstate: A road of the highest order, characterized by limited access and wide right-of-way.
- (VIII) Lane: A curvilinear road of less or equal to 500 feet in length.
- (IX) Loop: A short avenue that begins and circles back to terminate on a North-South avenue.
- (X) Place: A minor street.
- (XI) Street: An East-West road longer than 500 feet.
- (XII) Terrace: A minor avenue

- (b) *Street Names.*

- (I) Street names shall meet the naming convention established by the City Engineer and shall not:
 - (i) Exceed 14 characters in length, excluding street-type designation,
 - (ii) Contain hyphens, apostrophes or other non-letter characters,
 - (iii) Exceed two words in length, excluding street-type designation,
 - (iv) Contain directional prefixes or suffixes (i.e., north, south, east, and west),
 - (v) Be phonetically similar to other street names in the City of Jenks (i.e., Shadow - Chateau, Parakeet - Park Heat, Grade - Grate),
 - (vi) Have the same name but different street type designation (i.e. Willow Drive - Willow Court), or
 - (vii) Duplicate facilities or geographic locations (i.e. Basketball Court, Bowling Alley).
- (II) Street names within a subdivision shall have a consistent theme (i.e. tree species, names of artists, bird species).

(Ord. No. 1581 , § II, 4-5-2022)

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- Any other pertinent information, including a statement or a layout describing or depicting how proposed utilities are to be handled.
- (5) *Preliminary Plat.* The purpose of the preliminary plat application is to provide the City with an overall plan for the proposed development.
- (a) *Preliminary Plat Review Requirements.* The preliminary plat shall show or be accompanied by the following:
- The name and address of the owner or owners of the land to be subdivided, the name and address of the subdivider if other than the owner and the name and address of the land surveyor,
 - The date of preparation of the plat, north arrow, and scale (written and graphic presentation),
 - Key or location map showing location of subdivisions within the mile section,
 - An accurate legal description of the property,
 - The location and dimensions of all boundary lines of the proposed subdivision to the nearest one-hundredth foot,
 - The names of all adjacent subdivisions and the names, locations and widths of all existing and proposed streets, easements, drainage ways and other public ways, adjacent to the property,
 - The locations and widths of easements of all oil, gas and petroleum products pipelines and of existing utilities on or adjacent to the property,
 - The location and description of all existing structures, water bodies and watercourses,
 - The areas subject to flooding based upon the regulatory flood plain boundary,
 - The names, locations and widths of all proposed streets, confirm types of streets and compliance with section 16-8-8,
 - The location and dimension of all proposed streets, drainage ways, pedestrian ways, bike paths, parks, playgrounds, public ways, or other public or private reservations,
 - All proposed lots progressively numbered and building setback lines,
 - Blocks progressively numbered,
 - A topographic map of the subdivided area with contour lines having two-foot contour intervals based on United States Coastal and Geodetic Survey datum,
 - Any other information as may be deemed by the Planning Commission as reasonably necessary for the full and proper consideration of the proposed subdivision,
 - Conforms to Subdivision Regulations for design and layout,
 - Connects with current and anticipated future abutting development(s),
 - Lot dimensions and shapes facilitate private use and infrastructure placement,
 - Takes advantage of existing environmental features of the property,
 - *Underground Mines.* The subdivider shall locate mines under a proposed subdivision and designate the location of the same on the subdivision plat. The location of the mines shall be based upon information and/or techniques which have been approved in advance by the City Engineer which are reasonably calculated to accurately locate mines and their depths.

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- (6) *Final Plat.* The purpose of the final plat application is to complete the Major Subdivision of land consistent with the approved Preliminary Plat.

- (a) *Final Plat Review Requirements.* The final plat shall contain the following:

- ☐ The plat title which shall include the name of the subdivision, "An addition to the City of Jenks, Tulsa County, Oklahoma," the section, township, and range in which the addition is located, and an accurate legal description of the property.
- ☐ The location and description of all section corners and permanent survey monuments in or near the tract, to at least one of which the subdivision shall be referenced.
- ☐ The date of preparation of the plat, the scale which shall be written and graphically presented and north arrow.
- ☐ The name and address of the owner(s) of land to be platted, the name and address of the subdivider if other than the owner and the name and address of the land surveyor.
- ☐ The key or location map showing in a small scale including: the subdivision location, other subdivisions in the area, and major streets in the area.
- ☐ The size in acres and total number of lots in the subdivision.
- ☐ The names and boundaries of abutting subdivisions or boundaries of abutting properties if not platted.
- ☐ Required dimensions shall be in feet and decimals thereof and in degrees and minutes, as follows:
 - (i) The radii, arcs, points of tangency, points of intersection and central angles for curvilinear streets and radii for all property returns,
 - (ii) The boundary lines of the land being subdivided fully dimensioned,
 - (iii) The boundary lines and widths of all proposed streets and alley fully dimensioned,
 - (iv) Lines of all proposed lots fully dimensioned, except where a lot line meets a street line at a right angle, the angle or bearing value may be omitted,
 - (v) The boundary lines of any property which is offered for dedication to public use fully dimensioned by lengths and bearings with the area marked as to its intended public use,
 - (vi) The locations of easements for public utilities and building setback lines with dimensions and widths and clearly identified,
 - (vii) Easements, if already of record, shall be shown as above with dimensions to locate it with respect to the subdivision,
- ☐ *Blocks.* Blocks progressively numbered and all lots within such blocks progressively numbered,
 - (i) The location of the base line and base line monuments,
 - (ii) Any other information as may be deemed by the City Council as reasonably necessary for the full and proper consideration of the proposed subdivision,
 - (iii) Conforms to Subdivision Regulations for design and lay-out,
 - (iv) Minimizes likely development cost for Owner's development goals,
 - (v) Connects with current and anticipated future abutting development(s),
 - (vi) Lot dimensions and shapes facilitate private use and infrastructure placement,

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- (9) Access to all emergency and service delivery vehicles shall be guaranteed at all entrances by the homeowners association. These vehicles include, but are not limited to, the following agencies: Police, Fire, Ambulance, Street/Stormwater, Utilities and General Services, refuse pickup, mail delivery, municipal and county inspections (code) departments, other municipal and government agencies, utility companies (electric, gas, telephone, cable TV, water, sewer), etc. The Subdivider and the homeowners association shall provide insurance indemnification for any loss to any government vehicles.
- (10) All current security codes, passwords/numbers and devices necessary to allow instant access shall comply with the requirements set out by the City of Jenks public safety officials.
- (E) *Traffic Impact Analysis (TIA).*
- (1) *Purpose.*
- (a) TIAs are used to evaluate whether the scale of subdivision, whether commercial or residential, is appropriate for a particular site and what improvements may be necessary, on and off the site, to provide safe and efficient access and traffic flow. TIA is an essential part of the subdivision review process to assist subdividers and the City in making land use decisions involving subdivisions.
- (b) As a specialized study that evaluates the effects of a subdivision's traffic on the surrounding transportation infrastructure, the TIA helps identify where the subdivision may have a significant impact on safety, traffic, and transportation operations, and provides a means for the subdivider and City to mitigate these impacts.
- (2) *Threshold.* A subdivider is required to provide a TIA and is responsible for all associated costs in the following instances:
- (a) If the nature of the proposed subdivision is such that the number of trips it can be expected to generate equals or exceeds 150 new peak hour trips, or
- (b) When the City Engineer determines:
- (I) That traffic generated by the proposed subdivision will substantially impact an intersection or a roadway segment already identified as operating at a failing level of service (LOS),
- (II) That traffic generated by the proposed subdivision may create a hazard to public safety, or
- (III) That traffic generated by the proposed subdivision will substantially change the off-site transportation system or connections to it.
- (F) *Vehicular Connectivity.*
- (1) *General Street Layout.*
- (a) In general, streets should be designed and located so that they relate to the topography, preserve natural features such as streams and tree growth, and provide adequate public safety and convenience for motorists, cyclists, and pedestrians alike.
- (b) The proposed street layout shall also be coordinated with the existing street system of the surrounding area. Where a through street or a series of streets establishes a connection between two public streets, such street shall be a public street.
- (2) *Continuation of Adjoining Street Systems.* Vehicular connections from adjacent property (street stub-outs) must be utilized unless the City Planner or City Engineer deems the connection impractical due to topographic conditions, environmental constraints, property shape or property accessibility.
- (3) *Border Streets.*

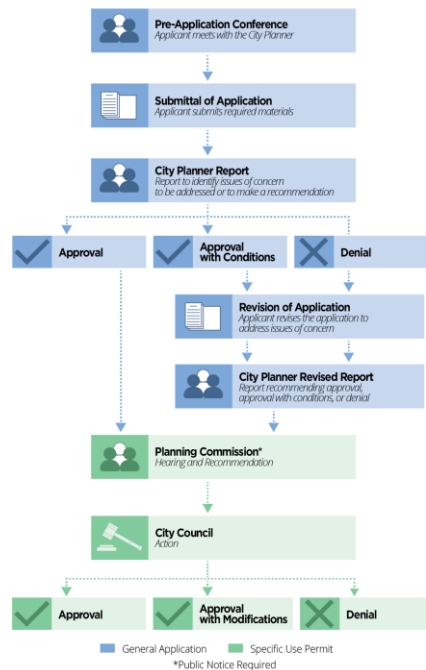
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- (c) Is consistent with the purposes of this UDO and the governing District, and
- (d) When the purposes of this UDO and the governing District cannot be met, the applicant may use the PUD process addressing the concerns of the Specific Use Permit in addition to the PUD criteria.
- (e) Is compatible with surrounding land uses and the area where it will be located.
- (2) In considering an application for a Specific Use permit, the City Council shall consider and may impose modifications or conditions it deems necessary.
- (3) No Specific Use permit shall be issued unless the use-specific standards as applicable, established in article 5, Use-Specific Standards, of this UDO have also been complied with in addition to the findings required in paragraph (1) of this subsection.
- (C) *Hearing and Recommendation by the Planning Commission.* The Planning Commission shall hold a public hearing on the proposed Specific Use permit, and, at the close of the public hearing and after consideration of the City planner report and public comment, make a recommendation to the City Council to approve, approve with modifications, or deny the Specific Use permit based on the applicable review criteria. The City Planner on behalf of the Planning Commission shall transmit a report containing its recommendation to approve, approve with modifications, or deny the Specific Use permit to the City Council.
- (D) *Action by City Council.* The City Council shall consider the Planning Commission's recommendation, the City planner report, and the applicable review criteria and shall approve, approve with modifications, or deny the Specific Use permit.
- (E) *No Oil or Gas Related Wells Drilled After Granting of Specific Use Permit.*
- (1) No permit for the drilling of any oil or gas related well shall be allowed in an AG, or IM zoned area if a Specific Use permit affecting the area has been previously approved by the City Council unless the previous Specific Use permit was oil or gas well related.
- (2) Drilling operations for oil and gas require additional permits as specified in the Jenks City Code. Conditions established under the required City Code application shall be in addition to the land use requirements established through the Specific Use permit process.
- (F) *Time Limits for Interpretation.* If for any reason the approved specific use ceases operation for a period of two years, then the approval of said Specific Use shall be considered void and will require another public hearing review by the Planning Commission and City Council. This shall also apply to any approved Specific Use that does not begin operation within two years of approval. This voiding of approval shall not apply if orderly progress toward completion of construction is taking place.
- (G) *Amendments to Approved Specific Use Permits.*
- (1) *Determination of Level of Change.* Upon receiving a Specific Use permit amendment application, the City Planner shall determine whether the amendment is a minor amendment or a major amendment based on the criteria detailed in section 16-9-7(G)(2) and section 16-9-7(G)(3) below.
- (2) *Major Amendment.* A major amendment is any proposed change to an approved Specific Use Permit that results in one or more of the following:
- Increase in the intensity of the site's use,
 - Additional noise, glare, odor, or other impacts that are detectable from off-site
 - Affects the subject property in a manner that inhibits its continued use or reuse, or
 - Results in a change inconsistent with any standards or conditions imposed by the City Council in approving the Specific Use Permit, as determined by the City Planner.

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- (3) *Minor Amendment.* A minor amendment is any proposed change to an approved Specific Use Permit that is consistent with the standards and conditions upon which the Specific Use Permit was approved, which does not alter the concept or intent of the Specific Use Permit, and is not considered a major amendment as detailed in section 16-9-7(G)(2).
- (4) *Approval Process.* A major amendment to an approved Specific Use permit shall follow the procedure for a Specific Use Permit approval set in section 16-9-7(C) and (D). A minor amendment to an approved Specific Use permit may be approved by the Planning Commission.

Figure 9.3: Specific Use Permit Process



(Ord. No. 1581, § II, 4-5-2022)

Sec. 16-9-8. Planned Unit Development.

- (A) *Purpose.* In order to establish an alternate zoning procedure under which land can be developed or redeveloped with innovation, imagination, and creative architectural design when sufficiently justified under the provisions of this UDO, the Planned Unit Development process is established. The objective of the Planned Unit Development process is to encourage a higher level of design and amenity than is possible to achieve under otherwise applicable UDO regulations. The end result can be a product which fulfills the objectives of the Comprehensive Plan and planning policies of the City while departing from the strict application of the regulations as detailed in this UDO. The Planned Unit Development process is intended to permit and encourage such flexibility and to accomplish the following purposes:

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- (1) To stimulate creative approaches to the commercial, residential, and mixed-use development of land,
- (2) To provide more efficient use of land,
- (3) To preserve natural features and provide open space areas and recreation areas in excess of that required under conventional zoning regulations,
- (4) To develop new approaches to the living environment through variety in type, design, and layout of buildings, transportation systems, and public facilities,
- (5) To unify building and structures through design,
- (6) To promote long-term planning pursuant to the City of Jenks' Comprehensive Plan, which will allow harmonious and compatible land uses or combinations of uses with surrounding areas.

(B) *General Provisions.*

- (1) Any residential development greater than 20 acres shall be approved as a Planned Unit Development.
- (2) Developments including only single-family detached residential uses, are discouraged, and may not be approved. Amenity packages may be used to offset "only" single-family. (3) Each Planned Unit Development should be presented and judged on its own merits. It shall not be sufficient to base justification for approval of a Planned Unit Development solely upon an already existing Planned Unit Development.
- (4) The burden of providing evidence and persuasion that any planned unit development is necessary and desirable shall rest with the applicant.
- (5) The planned unit development application shall specify the rules by which the parcel or parcels shall be developed and the site plan that specifies the development proposed.

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(C) *Site Development Allowances and Modification Standards.*

- (1) *Site Development Allowances.*
 - (a) Site development allowances are deviations from the standards of the underlying zoning district set forth outside of this article.
 - (b) Notwithstanding any limitations on variations which can be approved as contained elsewhere in this UDO, site development allowances may be approved provided the applicant specifically identifies each site development allowance on the approved site plan and demonstrates how each site development allowance would be compatible with surrounding development; is necessary for proper development of the site; and is aligned with a minimum of one of the modification standards detailed in section 16-9-8(C)(2) below.
- (2) *Modification Standards.* In addition to the Standards for Review established in section 16-9-8(D), the following modification standards shall be utilized in the consideration of site development allowances. These standards shall not be regarded as inflexible but shall be used as a framework by the City to evaluate the quality of amenities, benefits to the community, and design and desirability of the proposal.
 - (a) *Public Gathering Space.* The Planned Unit Development includes public gathering space, the amount of which is proportional to the size of buildings or number of dwelling units. The public gathering space is activated through the use of moveable tables and chairs, a fountain or other water feature, a sculpture or other public art feature, benches, seat walls, raised landscape planters, pedestrian scale, and celebratory lighting such as string or Tivoli lights, and/or other features. The public gathering space is integrated into the overall design of the Planned Unit Development and has a direct functional or visual relationship to the main building(s) and is not of an isolated or leftover character.

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(J) *Amendments to Approved Planned Unit Development.*

- (1) *Determination of Level of Change.* Upon receiving a Planned Development Amendment application, the City Planner shall determine whether the amendment is a major amendment, or a minor amendment based on the criteria detailed in section 16-9-8(J)(2) and section 16-9-8(J)(3) below.
 - (2) *Major Amendment.* A major amendment is any proposed change to an approved major or minor planned development that results in one or more of the following changes:
 - (a) Increase density,
 - (b) Increase the height of buildings,
 - (c) Reduce open space by more than five percent,
 - (d) Modify the proportion of housing types,
 - (e) Change parking areas in a manner that is inconsistent with this UDO,
 - (f) Increase the approved gross floor area by more than 500 square feet,
 - (g) Alter alignment of roads, utilities, or drainage, or
 - (h) Result in any other change inconsistent with any standard or condition imposed by the City Council in approving the Planned Unit Development and/or the approved site plan, as determined by the City Planner.
 - (3) *Minor Amendment.* A minor amendment is any proposed change to an approved Planned Unit Development that is consistent with the standards and conditions upon which the Planned Unit Development was approved, which does not alter the concept or intent of the Planned Unit Development and is not considered a major amendment as detailed in section 16-9-8(J)(2).
 - (4) *Approval Processes.* A major amendment to an approved Planned Unit Development shall follow the procedure set in section 16-9-8(E)(F), and (G). A minor amendment to an approved Planned Unit Development may be approved by the Planning Commission.
- (K) *Expiration.* For any Planned Unit Development in which there has been no Building Permit issued nor any portion of the property platted after five years since approval by the City Council, the Planned Unit Development shall be considered null and void and shall be brought back before the Planning Commission and the City Council for consideration prior to any development on the property. The underlining zoning of the PUD shall not expire, only the PUD overlay shall expire.
- (1) *Conformance with Current Regulations.* Expired Planned Unit Developments are required to meet the most recently adopted regulations, ordinances, and development standards.

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- (2) *Fine Not Exclusive Remedy.* In addition to a fine, the City may institute appropriate actions or proceedings at law or equity for the enforcement of the provisions of this article or to correct the violations thereof. The conviction and punishment of any person hereunder shall not relieve such person from the responsibility to correct prohibited conditions or to remove prohibited buildings, structures, obstructions, or improvements, nor prevent the enforcement, corrections, or removal thereof.
- (3) *Certification.* It is hereby found and declared by the City of Jenks City Council that severe flooding has occurred in the past within its jurisdiction and will certainly occur within the future; that flooding is likely to result in infliction of serious personal injury or death, and is likely to result in substantial injury or destruction of property within its jurisdiction; in order to effectively comply with minimum standards for coverage under the National Flood Insurance Program; and in order to effectively remedy the situation described herein, it is necessary that sections 16-6-8, 16-9-10, and 16-9-16 become effective immediately.
- (4) *Severability.* If any section, clause, sentence, or phrase of this section is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this section.

(Ord. No. 1581, § II, 4-5-2022)

ARTICLE 10. NONCONFORMITIES

Sec. 16-10-1. General.

- (A) Within the districts established by the Jenks UDO on April 5, 2022, or amendments that have been adopted or may later be adopted there exist uses, structures, and lots which were lawful before this UDO was adopted or amended by which would be prohibited under the terms of this UDO or future amendment to this UDO. These uses, structures, and lots, herein referred to as "pre-existing nonconformities," may continue as regulated by this Article. A use lawfully existing prior to the effective date of this UDO, April 5, 2022, or amendments thereto, which do not comply with a parking, loading, screening, bulk, and area, sign, or enclosure requirement or requirements, but which is otherwise lawful, shall not constitute a nonconforming use within the meaning of sections 16-10-2 or 16-10-3.
- (1) A pre-existing nonconforming use may be changed only insofar as it applies to the district in which it is located. Once changed to a conforming use, no building or land shall be permitted to revert to a nonconforming use.
- (2) Nothing contained in this UDO shall require any change in the plans, construction, alteration, or designated use of a structure on which construction has physically, lawfully and substantially commenced prior to the adoption of this UDO, provided the structure, if nonconforming or intended for a nonconforming use, is completed and in use within two years from the time construction was commenced.
- (3) When a pre-existing nonconforming use of a structure or property is discontinued for a period in excess of 90 consecutive days, the structure or property shall not thereafter be used except in conformance with the district in which it is located.
- (4) Any use in violation of the Jenks UDO at the time the use was established is recognized as an unlawful use. No unlawful use of property existing at the time of passage of this UDO shall be deemed a pre-existing nonconforming use.

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- (B) If a pre-existing nonconforming structure or a structure containing a pre-existing nonconforming use is in need of repairs and maintenance, and said maintenance or repairs exceed 50 percent of the value of the structure or a structure containing a nonconforming use it shall not thereafter be used, restored, repaired, or rebuilt until approved by Special Exception in compliance with section 16-9-6 of this UDO and in compliance with the following:
- (1) The repairs will be of no greater adverse impact to the surrounding land uses,
 - (2) Other provisions of this UDO, such as property development standards, are met,
 - (3) Any of the following conditions may be imposed as conditions of approval to assure compatibility of the proposed development with the surrounding area:
 - (a) Special yards and spaces,
 - (b) Fences and walls,
 - (c) Special parking and/or loading provisions,
 - (d) Street dedication and improvements or bonds in lieu of improvements,
 - (e) Control of points of vehicular ingress and egress,
 - (f) Special provisions for signs,
 - (g) Landscaping and maintenance of grounds,
 - (h) Control of noise, vibration, odors, or other similar nuisances, and
 - (i) Limitation of time for certain activities, a time period in which a proposed use shall be developed, a limit of total duration of use.
 - (j) If a pre-existing nonconforming structure or a structure containing a pre-existing nonconforming use becomes physically unsafe or unlawful due to lack of repairs and maintenance, and a final order of vacation or demolition is entered by any duly authorized official by reason of physical condition, it shall not thereafter be used, restored, repaired, or rebuilt except in conformity with the provisions of the district in which located.

(Ord. No. 1581 , § II, 4-5-2022)

ARTICLE 11. DEFINITIONS

Sec. 16-11-1. "A" Definitions.

Abutting. In the context of a screening or enclosure requirement, abutting shall mean contiguous or separated there from only by a non-arterial street. In other instances, abutting shall mean contiguous.

Accessory Dwelling Unit means a small, independent residential dwelling unit located on the same lot as a stand-alone principal dwelling unit. Accessory dwelling units may be located as a partitioned area within the principal dwelling, as a building attached to a principal dwelling unit, or as an accessory building detached from the principal building.

Accessory Building means a subordinate building attached to or detached from but located on the same lot as a principal building or use. Accessory buildings shall have a permanent foundation and include garages, pools, and storage sheds.

Accessory Structure means a subordinate structure attached to or detached from but located on the same lot as a principal building or use. Accessory structures shall not have permanent foundations and include decks, fences, gazebos, and typical sheds.

Accessory Use means a use on the same lot with, and a nature customarily incidental and subordinate to, the principal use or structure.

Adult Use means any facility that provides goods or services or is otherwise oriented to the display of materials characterized as sexual or adult in nature, such as videos, movies, slides, photos, books, or magazines; or actual persons displaying and/or touching sexually specified areas. Examples include adult bookstores, adult entertainment cabarets, adult entertainment centers, adult gift shops, and adult movie theaters.

Agriculture means the use of land for agricultural purposes, including farming (includes ownership of chickens, rabbits, doves, bees, etc.), dairying, pasturage (subject to animal size and acreage required by Jenks City Code), apiculture, aquaculture, horticulture, floriculture, viticulture, and animal and poultry husbandry and the necessary accessory uses for packing, treating, or storing the produce, provided, however, that the operation of any such accessory uses shall be secondary to that of the normal agricultural activities.

Agriculture, Passive means any primary production activity be it plant or animal based where the natural environment is not significantly altered or degraded. The land may be fenced and watering points provided but not otherwise altered;

Agriculture, Commercial Outdoor shall mean but is not limited to, ranching and farming, crop production, riding stables, sod farming, horticulture nursery, and support activities for agriculture.

Agriculture, Commercial Indoor shall include but is not limited to animal production, aquaculture, crop production, greenhouse,

Alley means a permanent public way providing a secondary means of access for service and emergency vehicles, and not intended for general traffic circulation.

Alluvial Fan Flooding means flooding occurring on the surface of an alluvial fan or similar landform which originates at the apex and is characterized by high-velocity flows; active processes of erosion, sediment transport, and deposition; and unpredictable flow paths.

All-Weather Material means a hard surface dust free material (asphalt/cement) capable, during ordinary use, of withstanding without substantial deterioration, normal weather conditions.

Apex means a point on an alluvial fan or similar landform below which the flow path of the major stream that formed the fan becomes unpredictable and alluvial fan flooding can occur.

Area of Shallow Flooding means a designated AO, AH, or VO zone on a community's Flood Insurance Rate Map (FIRM) with a one percent chance or greater annual chance of flooding to an average depth of one to three feet where a clearly defined channel does not exist, where the path of flooding is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

Area of Special Flood Hazard means the land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year. The area may be designated as Zone A on the Flood Hazard Boundary Map (FHBM). After detailed ratemaking has been completed in preparation for publication of the FIRM, Zone A usually is refined into Zones A, AE, AH, AO, A199, VO, V130, VE or V.

Arterial means a street designated on the Major Street Plan as a primary arterial or secondary arterial.

Automobile means a self-propelled mechanical vehicle designed for use on streets and highways for the conveyance of goods and people, including, but not limited to, the following: passenger cars, trucks, buses, motor scooters, and motorcycles.

(Ord. No. 1581, § II, 4-5-2022)

Deleted: means an activity in which the landowner maintains their land to collect support payments without producing agricultural commodities.

Deleted: include beef cattle

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Deleted: , other animal production, other poultry production, poultry hatchery, turkey production.

Sec. 16-11-2. "B" Definitions.

Bar/Tavern means a commercial establishment open to the general public which sells and serves alcoholic beverages for consumption on the premises but not produced on the premises and where prepared or packaged foods may be available for consumption on the premises.

Base Flood means the flood having a one percent chance of being equaled or exceeded in any given year.

Base Flood Elevation means the elevation above mean sea level of the base flood.

Basement means any area of the building having its floor subgrade (below ground level) on all sides

Block means a tract of land intended for urban purposes that had definite boundaries formed by being surrounded by such features or combinations of features as public streets, railroad right-of-way, parks, drainage channels or waterways.

Board means the Oklahoma Water Resources Board.

Board of Adjustment means the Board of Adjustment of the City of Jenks, Oklahoma.

Bond means any type of security including cash deposit, surety bond, collateral, property, or instrument of credit in an amount and form satisfactory to the governing body as a surety for performance or maintenance.

Brewery/Winery/Distillery, Micro means a small establishment primarily engaged in brewing fermented malt beverages including beer, ale, malt liquors, and nonalcoholic beer (brewery), manufacturing and bottling wine on the premises (winery), or manufacturing, by distillation, intoxicating spirits on the premises (distillery).

Brewery/Winery/Distillery, Tasting Room means a brewery, microbrewery, winery or distillery in which customers may sample, purchase and consume wine, beer or spirits on the premises.

Building means a structure which is permanently affixed to the land, and has one or more floors and a roof, and is bounded by either another building with a common party wall, open air, or the lot lines of a lot.

Building Coverage means the percentage of the lot area covered by the building. The building area shall include all overhanging roofs.

Building, Main means a building in which is conducted the principal use of the lot on which it is situated. In any residential district any dwelling shall be deemed to be a main building on the lot on which it is situated.

Building Setback means the horizontal distance, from the point of measurement, such as the centerline of an abutting street or the boundary line of an abutting zoning district to the nearest building wall.

Building Site means a single parcel of land occupied or intended to be occupied by a building or structure.

(Ord. No. 1581, § II, 4-5-2022)

Sec. 16-11-3. "C" Definitions.

Carport means a permanent roofed structure permanently open on at least two sides, designed for or occupied by private passenger vehicles.

Check Cashing/Pay Day Loan Store means an establishment that provides to the customer an amount of money that is equal to the face value of the check, warrant, draft, money order or other commercial paper securing the same purpose, or the amount specified in the written authorization for an electronic transfer of money, less any fee charged for the transaction, whereby the check casher refrains from depositing a personal check written by a customer until a specific date. Such establishments may also engage in money transfers, payday advances and issuance of money orders. This use shall not include a state or federally chartered bank, savings

association, credit union, industrial loan association, or rental-purchase company and shall not include a retail seller engaged primarily in the business of selling consumer goods, including consumables, to retail buyers that cashes checks or issues money orders for a nominal flat fee as a service to its customers incidental to the main use of the establishment.

Child Care means a service that provides for the care, health, safety, supervision, or guidance of a child's social, emotional, and educational growth on a regular basis.

City Council means the Mayor and City Council of the City of Jenks, Oklahoma.

City Council means the legislative body of the City of Jenks, Oklahoma.

City Engineer or Engineer means the engineer for the City of Jenks, Oklahoma.

Cluster Development means a subdivision in which the lot sizes are reduced below those normally required in the zoning district in which the development is located, in return for the provision of permanent open space or conservation of valuable natural features.

Coffee/Tea Shop means an informal eatery primarily offering coffee, tea, and other beverages, and where light refreshments and limited menu meals including sandwiches and baked goods but not alcoholic beverages may be sold for on- or off-premises consumption.

Commercial Animal Boarding means a facility providing short-term and/or long-term boarding for dogs, cats and other household pets. Examples of this land use include commercial kennels and dog daycares.

Community Garden means a site where any kind of plant, including flowers, is grown, and several individuals or households cultivate the site. The site may be divided into individual allotments, or gardeners may work together to cultivate the entire property. The land may be publicly or privately owned. The plants are grown for personal use by the gardeners or for donation.

Comprehensive Plan means the plan adopted by the City Council for the purpose of bringing about an orderly, coordinated physical development, as contemplated by Title 11 O.S. § 43-103.

Construction Related Use means contractors' office or trailer and equipment shed(s) when accessory to a construction project, provided that no such use will contain any sleeping or cooking accommodations and is strictly limited to a period not to exceed the duration of the active construction phase of the associated project.

Convenience Store means store with less than 5,000 square feet of gross floor area primarily engaged in the retail sale of a limited range of household products including, but not limited to, dry goods, canned goods, dairy and other food products, and may include the off-sale of beer or wine.

Copy Area means the net geometric area enclosed by the smallest rectangles encompassing the outer extremities of all letters, figures, characters, and delineations contained in the sign.

Critical Feature means an integral and readily identifiable part of a flood protection system, without which the flood protection provided by the entire system would be compromised.

Curb Level means the mean level of the established curb at the frontage of a lot. Where no curb has been established, the City Engineer shall establish such level or its equivalent for the purposes of this zoning code.

(Ord. No. 1581, § II, 4-5-2022)

Sec. 16-11-4. "D" Definitions.

Dedication means to set apart a portion of the area of a subdivision to a specific use(s) or to the public or to a specific group.

Density, Gross means the numerical value obtained by dividing the total number of dwelling units in a development by the gross area of the tract of land (in acres) within a development. This includes all nonresidential land uses and private streets, as well as rights-of-way of dedicated streets.

Deleted: *Community Group Home* means a specialized residential care home serving persons with disabilities that have been determined to be eligible for services by an independent service coordination agency, and which agency has determined that joint occupancy of a residential property is medically necessary or beneficial for the person with disabilities. A community residence does not include a residence that serves persons as an alternative to incarceration for a criminal offense. ¶

Development means any manmade change in improved and unimproved real estate, including, but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials.

Development Sensitive Area means an area which during the development process may require special treatment. Included are woodlands, flood hazard areas, areas with excessive slope, those and other areas poorly suited for structures and maintenance of public infrastructure.

Disabled means when a person has a physical or mental impairment which substantially limits one or more of such person's major life activities. This includes caring for oneself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating, and working.

Disability means a person, with a physical or mental impairment that substantially limits one or more of such person's major life activities, a record of having such an impairment, or being regarded as having such an impairment; but does not include a person engaged in the current illegal use of, or addiction to, any federally-controlled substance, as defined in Section 102 of the Controlled Substances Act, 21 U.S.C. § 802.

Display Surface means the surface of a sign upon, against, or through which the message is displayed or illustrated.

Display Surface Area means the net geometric area enclosed by the display surface of the sign, including the outer extremities of all letters, figures, characters and delineations, but not including the structural supports for free-standing signs if said structural supports are not arranged to become a part of the attention attracting aspects of the sign, provided, that as applied to wall or canopy signs having a non-illuminated background, display surface area shall mean "copy area."

District, Zoning means any section or sections of the City of Jenks for which regulations governing the use of buildings and premises or the height and area of buildings are uniform.

Drive Through means an establishment that dispenses products or services to patrons who remain in vehicles.

Dwelling means a building or structure used in whole or in part for human inhabitation.

Duplex means a building containing two dwelling units designed for occupancy by not more than two families.

Dwelling Unit means a room or group of rooms arranged, intended or designed as a habitable unit, containing kitchen, bath, and sleeping facilities.

(Ord. No. 1581, § II, 4-5-2022)

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Sec. 16-11-5. "E" Definitions.

Easement means authorization by a property owner for the use by another, and for a specific purpose, of any designated part of his property.

Elevated Building means a non-basement building.

- (1) Built, in the case of a building in Zones A130, AE, A, A99, AO, AH, B, C, X, and D, to have the top of the elevated floor, or in the case of a building in Zones V130, VE, or V, to have the bottom of the lowest horizontal structure member of the elevated floor elevated above the ground level by means of pilings, columns (posts and piers), or shear walls parallel to the floor of the water and
- (2) Adequately anchored so as not to impair the structural integrity of the building during a flood of up to the magnitude of the base flood. In the case of Zones A130, AE, A, A99, AO, AH, B, C, X, and D, "elevated building" also includes a building elevated by means of fill or solid foundation perimeter walls with openings sufficient to facilitate the unimpeded movement of flood waters. In the case of

Zones V130, VE, or V, the term "elevated building" also includes a building otherwise meeting the definition of "elevated building," even though the lower area is enclosed by means of breakaway walls if the breakaway walls met the standards of Section 60.3(e)(5) of the National Flood Insurance Program regulations.

Existing Construction means, for the purposes of determining rates, structures for which the "start of construction" commenced before the effective date of the FIRM or before January 1, 1975, for FIRMs effective before that date. The term "existing construction" may also be referred to as "existing structures."

Existing Manufactured Home Park or Subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain management regulations adopted by a community.

Expansion to an Existing Manufactured Home Park or Subdivision means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

(Ord. No. 1581 , § II, 4-5-2022)

Sec. 16-11-6. "F" Definitions.

Family means (a) any number of people living together in a dwelling unit who are related by blood, marriage, adoption, or other legal relationship; or (b) one to four (4) unrelated people living together in a dwelling unit. *Flood* or *Flooding* means a general and temporary condition of partial or complete inundation of normally dry land areas from:

- (1) The overflow of inland or tidal waters.
- (2) The unusual and rapid accumulation or runoff of surface waters from any source.

Flood Hazard Areas means the land area adjoining a floodway which is not reasonably required to carry and discharge the floodwater of the 100-year frequency flood but which would be inundated by the floodwater of the 100-year frequency flood based upon full urbanization of the watershed.

Flood Insurance Rate Map (FIRM) means an official map of a community, on which the Federal Emergency Management Agency has delineated both the areas of special flood hazards and the risk premium zones applicable to the community.

Flood Insurance Study means the official report provided by the Federal Emergency Management Agency. The report contains flood profiles, water surface elevation of the base flood, as well as the Flood Boundary-Floodway Map.

Flood Protection System means those physical structural works for which funds have been authorized, appropriated, and expended and which have been constructed specifically to modify flooding in order to reduce the extent of the areas within a community subject to a "special flood hazard" and the extent of the depths of associated flooding. Such a system typically includes hurricane tidal barriers, dams, reservoirs, levees or dikes. These specialized flood modifying works are those constructed in conformance with sound engineering standards.

Floodplain means the area adjoining the channel of a river, creek, stream or watercourse, or a lake or any other body of standing water which may from time to time be covered by floodwater.

Floodway means the channel of a watercourse or drainage way and those portions of the adjoining floodplain which are reasonably required to carry and discharge the floodwater of the 100-year frequency flood as predicted by the City Engineer, or as predicted by the U.S. Corps of Engineers and confirmed by the City Engineer.

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Deleted: *Family* means one or more persons occupying a single dwelling unit, provided that unless all members are related by blood, marriage, or other domestic bonds, no such family shall contain five (5) persons, but further provided that domestic servants may be housed on the premises without being designated as a family. ¶

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Floodway Fringe means those portions of the floodplain which are not reasonably required to carry and discharge the floodwater of the 100-year frequency flood as predicted by the City Engineer, or as predicted by the U.S. Corps of Engineers and confirmed by the City Engineer.

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Floodplain Administrator means a person accredited by the Board and designated by a floodplain board or community to administer and implement laws and regulations relating to floodplain management.

Floodplain Management means the operation of an overall program of corrective and preventive measures for reducing flood damage, including, but not limited to, emergency preparedness plans, flood control works and floodplain management regulations.

Floodplain Management Regulations means zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as a floodplain ordinance, grading ordinance and erosion control ordinance) and other applications of police power. The term describes such state or local regulations, in any combination thereof, which provide standards for the purpose of flood damage prevention and reduction.

Floodproofing means any combination of structural and nonstructural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.

Floodway means the channel of a watercourse or drainage way and those portions of the adjoining floodplain which are reasonably required to carry and discharge the floodwater of the 100-year frequency flood as predicted by the City Engineer, or as predicted by the U.S. Corps of Engineers and confirmed by the City Engineer.

Floor Area means the sum of the gross horizontal areas of the several floors, including basements, of a building measured from the exterior faces of the exterior walls or from the centerline of walls separating two buildings. Provided that for the purpose of the determining compliance with the permitted floor area, of enclosed required off-street parking areas shall not be included.

Floor Area Ratio means the floor area of a building or buildings on a lot divided by the lot area.

Front Elevation means the exterior portion of a dwelling that primarily faces the street and contains the primary entrance to the dwelling.

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Food Truck means a motorized vehicle or trailer, equipped to cook, prepare, serve, and/or sell food.

Food Truck Park means a permanently established area designed to accommodate multiple food trucks and offering food and/or beverages for sale to the public as the main use of the property and functioning as a single business.

Fuel Sales means any area of land, including structure thereon, that is used for the retail sales of gasoline of fuel oils.

Functionally Dependent Use means a use, which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, but does not include long-term storage or related manufacturing facilities.

(Ord. No. 1581 , § II, 4-5-2022)

Sec. 16-11-7. "G" Definitions.

Garage/Estate Sale means all general sales of goods open to the public, conducted from a residential premises including, but not limited to, all sales entitled "garage," "lawn," "yard," "attic," "porch," "room," "backyard," "patio," "flea market," "rummage," "estate," or "moving" sale.

Gas Station With Mini-Mart means an establishment that sells gasoline for motor vehicles in conjunction with a "convenience store."

General Entertainment, Indoor means a commercial facility providing athletic or amusement services such as yoga, game courts, exercise equipment, locker rooms, training studios, saunas, pro shop, laser tag, miniature golf, skating rink, arcade, escape room, bowling alley, movie theater, trampoline park, or bounce houses.

General Entertainment, Outdoor means a commercial facility providing outdoor athletic or amusement services such as game courts, golf driving range, miniature golf, skating rink, or amphitheater.

General Retail means a facility in which the retail sale of products to the general public are offered, sometimes with provision of related services.

General Services means an establishment primarily engaged in rendering services to individuals and business establishments which services cannot be categorized into one of the other defined service use categories in this title. The services are typically provided without the retail sale of products or which such product sales are incidental to the service-driven purposes of the establishment, such as a beauty salon, day spa, medical massage establishment, or barber shop.

Government Uses, Indoor means an indoor facility owned, operated, or occupied by a governmental agency to provide a governmental service to the public, such as City Hall.

Government Uses, Outdoor means an outdoor facility owned, operated, or occupied by a governmental agency to provide a governmental service to the public, such as a water tower or public works yard.

Grade means the slope of a street, drainage facility, sanitary sewer, etc., specified in percent of vertical to horizontal measurements.

Gross Floor Area means the total enclosed floor area of all floors of a building measured from the exterior faces of exterior walls and from the center line of walls separating buildings, including basements, lobbies, common area, storage areas, stairwells, equipment room and other fully enclosed spaces of the building. Gross floor area does not include non-enclosed areas like plazas, loading docks, covered parking areas, balconies, and the like. Gross floor area may be abbreviated GFA in this UDO.

Group Living Arrangement means a group living or congregate living arrangement where groups of more than four unrelated persons live together in a single dwelling, including, but not limited to, an assisted living facility, senior housing, boarding house, congregate living facility, protected living facility, residential treatment center, residential care facility, transitional living center, residential facility for persons with a disability, boarding school, dormitory, student housing, fraternity, club, institutional group, halfway house, convent, monastery, or other similar group living or congregate living arrangement of unrelated persons. A Group Living Arrangement does not include clinics, medical or dental; hospital(s), or hospital/clinic.

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(Ord. No. 1581, § II, 4-5-2022)

Sec. 16-11-8. "H" Definitions.

Height, Building means the vertical distance measured from the ground floor elevation to the top of the highest top plate.

Height, Sign means the vertical distance measured from the curb level to the highest point of the sign.

Highest Adjacent Grade means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

Historic Structure means any structure that is:

- (1) Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register,

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- (2) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district,
 - (3) Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of Interior; or
 - (4) Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:
 - (a) By an approved state program as determined by the Secretary of the Interior, or
 - (b) Directly by the Secretary of the Interior in states without approved programs.

Home Based Childcare means a childcare operation operated from a from within a residential premises by resident occupants, which is customarily incidental to the principal use of the premises.

Home Based Business means any occupation for financial gain or support conducted entirely within a residential premises by resident occupants, which is customarily incidental to the principal use of the premises. Home occupation shall not include the performance of a regular job function remotely from the place of the employer's physical location.

Home Owners Association means an incorporated, non-profit organization operating under recorded land agreements through which:

- (1) Each lot and/or homeowner in a Planned Unit Development or other described land area is automatically a member,
- (2) Each lot is automatically subject to a charge for a proportionate share of the expenses for the organization's activities, such as maintaining a common property, and
- (3) The charge, if unpaid, becomes a lien against the property.

Hospital means an institution providing health, medical and surgical facilities, for diagnostic, mental, and medical treatment (both surgical and nonsurgical) to inpatients with any of a wide variety of medical conditions. These establishments maintain inpatient beds, provide patients with food services and an organized staff of physicians and other medical personnel to provide patient care services. These establishments commonly provide other services, such as outpatient, diagnostic, clinical laboratory, and pharmacy services.

Hotel means a building or group of buildings under one ownership containing six or more sleeping rooms occupied, intended or designed to be occupied as the more or less temporary abiding place of persons who are lodged with or without meals for compensation, but not including an auto or trailer court or camp, sanatorium, hospital, asylum, orphanage or building where persons are housed under restraint.

(Ord. No. 1581 , § II, 4-5-2022)

Sec. 16-11-9. "I" Definitions.

Impervious Surface Coverage means that portion of a lot that is covered by hard surfaces that impede infiltration of rainfall into the underlying soil profile, including all paved surfaces and principal and accessory buildings and structures.

Institutional Use includes a variety of public, public/private, and nonprofit uses typically providing a range of public services, including places of worship, nonprofit cultural centers, and charitable organizations.

(Ord. No. 1581 , § II, 4-5-2022)

Sec. 16-11-10. "J" Definitions.

Reserved.

(Ord. No. 1581, § II, 4-5-2022)

Sec. 16-11-11. "K" Definitions.

Kenel means any lot or premises on which five or more dogs and/or cats or combination thereof, more than six months of age are kept.

(Ord. No. 1581, § II, 4-5-2022)

Sec. 16-11-12. "L" Definitions.

Land Area means the area of a lot plus one-half or 30 feet, whichever is less, of the right-of-way of any abutting street of which the lot has access.

Levee means a manmade structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control, or divert the flow of water so as to provide protection from temporary flooding.

Levee System means a flood protection system, which consists of a levee, or levees, and associated structures, such as closure, and drainage devices, which are constructed and operated in accordance with sound engineering practices.

Livability Space means the open space of a lot which is not allocated to or used for off-street parking or loading areas or for paved access to the off-street parking or loading area.

Loading Berth, Off-Street means a space of at least ten feet in width and 30 feet in length and having a vertical clearance of at least 14 feet, designed and located on a lot for the temporary parking of commercial vehicles while loading or unloading merchandise or materials.

Lot means any plot of land occupied or intended to be occupied by one building or a group of buildings, and accessory buildings and uses, including such open spaces as required by this chapter and other laws or ordinances, and having its principal frontage on a street and complying with the definition of a lot of record.

Lot Area means the total horizontal area included within the lot lines of a lot.

Lot, Corner means a lot of which at least two adjacent sides abut for their full lengths on a street.

Lot, Depth means the average distance from the street line of the lot to its rear line, measured in the general direction of the sidelines of the lot.

Lot, Double Frontage means a lot having a frontage on two nonintersecting streets, as distinguished from a corner lot.

Lot Frontage or Frontage means that part of a lot abutting a street to which access is available from said lot.

Lot, Interior means a lot other than a corner lot.

Lot Line means any boundary of a lot.

Lot Line, Front means the boundary of a lot which abuts a public street. Where the lot abuts more than one street, the owner may select the front lot line.

Lot Line, Rear means the boundary of a lot which is not distant from and most nearly parallel to the front lot line.

Lot Line, Side means any boundary of a lot which is not a front lot line or a rear lot line.

Lot of Record means a unit of land created as follows:

- (1) A lot in an existing, duly recorded subdivision,
- (2) A parcel in an existing, duly recorded land partition,
- (3) An existing unit of land for which a survey has been duly filed which conformed to all applicable regulations at the time of filing,
- (4) Any unit of land created prior to zoning and partitioning regulations (September 28, 1972) by deed or metes and bounds description, and recorded with the Tulsa County Clerk, and
- (5) Lots within the Jenks Original Town Site Subdivision, wherein all lots are 25 feet wide, it is recognized that any development or use that incorporates two or more contiguous lots, and those lots are under the same ownership, then all lots under that use shall be considered a single lot of record.

Lot Split means any subdivision or resubdivision containing three or fewer lots fronting on an existing public street, not involving any new street, and not adversely affecting the remainder of the parcel of adjoining property, and not in conflict with any provision of the comprehensive plan, zoning ordinance, building code, or other officially adopted plans, policies or regulations.

Lot Width means the average horizontal distance between the side lot lines.

Lowest Floor means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, usable solely for parking or vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor, provided that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirement of Section 60.3 of the National Flood Insurance Program regulations.

(Ord. No. 1581 , § II, 4-5-2022)

Sec. 16-11-13. "M" Definitions.

Major Street and Highway Plan means the Jenks Major Street and Highway Plan, a portion of the Jenks Comprehensive Plan, 1978-2000, adopted by the Mayor and Jenks City Council by Resolution No. 27 on December 28, 1978, or as it may hereafter be amended by Resolution.

Manufactured Home means a structure transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities. The term "manufactured home" does not include a "recreational vehicle."

Manufactured Home Park or Subdivision means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

Manufacturing, Artisan means small-scale businesses that produce artisan goods or specialty foods, primarily for direct sales to consumers, such as artisan leather, glass, wood, paper, ceramic, textile and yarn products, specialty foods and baked goods. This land use includes the design, processing, fabrication, assembly, treatment and packaging of products, as well as the incidental storage, sales and distribution of such products. Artisan manufacturing shall not include combustible processes.

Manufacturing, Heavy means the manufacturing of finished products or parts, including processing, fabrication, assembly, treatment, and packaging of such products, and incidental storage, sales, and distribution of such products which have the potential to generate noise, dust, glare, or vibration outside the building in which it is contained and may include combustible processes.

Manufacturing, Light means the manufacturing of finished products or parts, including processing, fabrication, assembly, treatment, and packaging of such products, and incidental storage, sales, and distribution of such products, provided all manufacturing activities are contained entirely within a building and noise, odor, smoke, heat, glare, and vibration resulting from the manufacturing activity are confined entirely within the building. Light manufacturing shall not include combustible processes.

Mature Tree Stands means a contiguous grouping of mature trees, in which the majority of the trees have a diameter of ten inches or more measured 24 inches above existing grade.

Mean Elevation means the mean elevation between the highest and lowest ground elevations at the building wall.

Mean Sea Level means for purposes of the National Flood Insurance Program, the National Geodetic Vertical Datum (NGVD) of 1929 or other datum, to which base flood elevations shown on a community's Flood Insurance Rate Map are referenced.

Medical/Dental Office means a facility for the examination and treatment of ill and afflicted human outpatients; provided, however, that patients not limited to dental and doctors' offices.

Medical Marijuana Production, means the use of land or structures for the purpose of growing, processing, packaging, testing, destroying, storing and/or shipping of marijuana used for medical purposes as authorized by OMMA and regulated by the City of Jenks.

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Medical Marijuana Processing Facility, Heavy means a facility used to prepare marijuana or related byproducts for consumption for medical use including drying, cleaning, curing, packaging, or the extraction of active ingredients, and that involves combustible products or processes.

Medical Marijuana Processing Facility, Light means a facility used to prepare marijuana or related byproducts for consumption for medical use including drying, cleaning, curing, packaging, or the extraction of active ingredients, and that does not involve combustible products or processes.

Metal Unit means any building with frames and/or exterior cladding comprised primarily of steel or another metal.

Mobile Unit means a structure transportable in one or more sections suitable for year-round single-family occupancy.

Monuments means permanent markers properly located as required in these regulations for the location and identification on the site of reference points in the subdivision, such as, but not limited to, corners of the subdivision, corners of the blocks, radius points for street curvature, etc.

Multitenant Shopping Center means a group of multiple commercial establishments planned, constructed, and managed as a single site.

(Ord. No. 1581, § II, 4-5-2022)

Sec. 16-11-14. "N" Definitions.

NACTO Standards means any standard or design guideline related to the design of transportation facilities published by the National Association of City Transportation Officials.

NA means Not Applicable.

Nameplate means a sign, attached flush against a building, identifying the name of the building or the name of the occupant thereof.

NEC means Not Elsewhere Classified.

New Construction means, for the purpose of determining insurance rates, structures for which the "start of construction" commenced on or after the effective date of an initial FIRM or after December 31, 1974, whichever

is later, and includes any subsequent improvements to such structures. For floodplain management purposes, "new construction" means structures for which the "start of construction" commenced on or after the effective date of a floodplain management regulation adopted by a community and includes any subsequent improvements to such structures.

New Manufactured Home Park or Subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain management regulations adopted by a community.

Nonconformance means a lawful condition of a structure or land which does not conform to the regulations of the district in which it is situated. This may include, but is not limited to, failure to conform use, height, area, coverage or off-street parking requirements.

(Ord. No. 1581 , § II, 4-5-2022)

Sec. 16-11-15. "O" Definitions.

Offsite Improvements means any utility, structure, or modification of topography located outside the property to be subdivided.

One Hundred Year-Frequency Flood means a flood having an average frequency of occurrence once in 100 years, although the flood may occur in any year, based on statistical analyses of stream flow records available for the watershed and analyses of rainfall and runoff characteristics in the general region of the watershed, as predicted by the City Engineer, or as determined by the U.S. Corps of Engineers and confirmed by the City Engineer or as determined by a registered professional engineer and certified by the City Engineer.

Outdoor Activity/Operation means the subordinate use of a zoning lot for sustained and continuous outdoor use customarily incidental to the primary use of the zoning lot.

Outdoor Dining means use of an adjacent, outside area by a food or beverage establishment with a liquor license for on-premises consumption, for the same eating and drinking activities that occur within the establishment including, without limitation, the service and consumption of alcoholic beverages.

Outdoor Display of Merchandise means the display and/or sale of merchandise or equipment outside of an enclosed building by the occupant of the primary building of the lot.

Outdoor Storage means storage of materials, supplies, goods or manufactured products, equipment, machinery, vehicles, pallets, or other items outside of an enclosed building.

Outline Lighting means an arrangement of incandescent lamps or electric discharge tubing that outlines or calls attention to certain features of a building or sign including, but not limited to, its shape.

(Ord. No. 1581 , § II, 4-5-2022)

Sec. 16-11-16. "P" Definitions.

Park means a place, other than grounds of a private dwelling that is provided by the public or members of a community for recreation.

Parking Space, Off-Street means a space on a lot intended and reserved for the parking of an automobile. Such space to be of at least ten feet in width by 22 feet in length, together with a driveway connecting the space with a street or alley and permitting safe ingress or egress of an automobile.

Pawn Shop means an establishment primarily engaged in the business of lending money on the deposit or pledge of any article or jewelry, or purchasing any article or jewelry with an expressed or implied agreement or understanding to sell it back at a subsequent time at a stipulated price.

Personal Storage means a building containing small, partitioned storage spaces, which are separately and individually rented or leased to businesses or private individuals for the storage of goods or merchandise, but excluding commercial warehousing. Climate controlled or refrigerated facilities, and luxury garages or recreational vehicle garages shall be included.

Place of Assembly means a building or outdoor area, together with its accessory buildings and uses, wherein individuals or groups of people gather for an attraction or service, such as, but not limited to, community centers, fraternal or civic organizations, lodges, libraries, museums, municipal buildings, auditoriums, or religious institutions. While a private home may host a nactivity, such as a prayer group or meeting, it shall not be covered by this definition unless the home is maintained and managed by the assembly body.

Planned Unit Development means a discretionary type of development for a tract of land under single ownership or control, based upon approved development plan permitting flexibility of principal land uses, lot size, and accessory uses not otherwise available under conventional development standards.

Planning Commission means the City of Jenks, Oklahoma Planning Commission.

Plans, Construction means the maps or drawings prepared by a registered professional engineer accompanying a subdivision plat and showing the specific location and design of improvements to be installed in the subdivision in accordance with the requirements of the City Engineer and the Planning Commission as a condition of the approval of the plat.

Plan, Development means drawings of proposed construction and subdivision of land submitted by the subdivider or developer to the City of Jenks.

Plat, Preliminary means the preliminary drawing or drawings, described in these regulations, indicating the proposed manner or layout of the subdivision to be submitted to the Planning Commission for approval.

Plat, Final means drawing(s) described in these regulations based on a preliminary plat with revision, if any, to be submitted to the Planning Commission and City Council for approval or approval with revisions.

Plat, Record means a map of land subdivision prepared in a form suitable for filing of record with necessary affidavits, dedications and acceptances, covenants, if any, and with complete bearings, angles, and dimensions of all lines defining blocks, lots, rights-of-way, easements, public areas, and other dimensions of land as required in these regulations.

Portable Outdoor Storage Device means any item designed and used as follows: a container which is delivered to a property, which is filled with household items or other non-trash materials, and which the container and its contents are subsequently transported to another location.

Porte Cochère means a structure attached to a residence erected over a driveway and open on two or more sides.

Private Club. Reference is hereby made to that section of the Code of the City of Jenks, Oklahoma defining "private club."

Professional Office means all exclusively indoor land uses whose primary functions are the handling of information or administrative services. Such land uses do not typically provide services directly to customers on a walk-in or on appointment basis.

Professional Office, Above Ground Floor means a professional office as defined in this chapter located within an upper-floor of a building.

(Ord. No. 1581 , § II, 4-5-2022)

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Deleted: *Place of Worship* means a building, together with its accessory buildings and uses, where persons regularly assemble for religious purposes and related social events. The buildings and uses are maintained and managed by a religious body organized to support religious activities and purposes.

Sec. 16-11-17. "Q" Definitions.

Reserved.

(Ord. No. 1581, § II, 4-5-2022)

Sec. 16-11-18. "R" Definitions.

Recreational Vehicle means a vehicle which is:

- (1) Built on a single chassis;
- (2) Four hundred square feet or less when measured at the largest horizontal projections;
- (3) Designed to be self-propelled or permanently towable by a light duty truck; and
- (4) Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

Registered Engineer means an engineer properly registered and licensed in the State of Oklahoma.

Registered Land Surveyor means a land surveyor properly registered and licensed in the State of Oklahoma.

Restaurant, Delivery/Carry Out Only means an establishment which by design of physical facilities or by service or packaging procedures permits or encourages the purchase of prepared, ready-to-eat foods intended to be consumed off the premises.

Restaurant, Fast Casual means an establishment whose principal business is the sale of rapidly prepared food directly to the customer in a ready-to-consume state for consumption either within the restaurant building or off premises. The establishment may include a drive-up or drive-through service facility or offer curb service.

Restaurant, Sit Down means an establishment whose food is available to the general public primarily for consumption within a structure on the premises, where at least 50 percent of the gross floor area of the establishment is devoted to patron seating.

Restrictive Covenants means plat restrictions binding lot owners filed with the record plat.

Residential Facility For Persons With A Disability or RFPD means any facility or dwelling that houses or seeks to provide housing to five (5) or more persons with a disability.

Resubdivision means subdivision of land previously subdivided.

Right-of-Way means a parcel of land (usually a strip) occupied or intended to be occupied by a street, crosswalk, railroad, road, electric facility, or for other special use. The use of the term right-of-way for land platting purposes in connection with these regulations shall mean that every right-of-way hereafter established and shown on a final plat is to be separate and distinct from the lots and parcels adjoining such right-of-way and not included within the dimensions or areas of such lots or parcels. Right-of-way intended for any use involving maintenance by a public agency shall be dedicated to public use by the subdivider on which such right-of-way is established. The width of rights-of-way shall be measured as the shortest distance between the abutting property lines.

(Ord. No. 1581, § II, 4-5-2022)

Deleted: *Re-Entry Facility* means a facility operated by the city, the state, the federal government or a private party under contract with the city, the state or the federal government and used for rehabilitation and overnight accommodation of individuals, including staff, who are (a) under the jurisdiction of a court, but not under confinement, or (b) individuals recently released from the jurisdiction of a court. Re-entry facilities are operated for the purpose of providing treatment or rehabilitation intended to assist such individuals with their re-entry into the community. ¶

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Deleted: *Residential Treatment Center* means a community-based residential facility that provides diagnostic or therapeutic services, counseling, or treatment and long-term room and board in a highly structured environment for persons receiving active treatment for alcoholism, drug abuse or behavioral disorders. ¶

Sec. 16-11-19. "S" Definitions.

School, Elementary and Middle means a public, private, or parochial educational institution, including instructional and recreational uses, with or without other incidental facilities for students, teachers, and employees, providing educational or instructional services to children in preschool through eighth grade.

School, High means a public, private, or parochial educational institution, including instructional and recreational uses, with or without other incidental facilities for students, teachers and employees, providing educational or instructional services to students in grades nine through 12.

Seasonal Sales means Christmas tree, pumpkins and similar, temporary (typically recurring on an annual basis) sales for a period not to exceed 30 days.

Service Station means buildings and premises for the supply and dispensing at retail of motor fuels, lubricants, batteries, tires, and motor vehicle accessories, and where in addition, the following services may be rendered and sales made:

- (1) Sales and servicing of spark plugs, batteries, and other motor vehicle related items,
- (2) Tire servicing, rotation, and repair,
- (3) Replacement of mufflers and tail pipes, water hoses, fan belts, brake fluid, light bulbs, fuses, floor mats, windshield wipers and wiper blades, grease retainers, wheel bearings, mirrors and the like,
- (4) Greasing, lubrication, and radiator flushing,
- (5) Oil changes,
- (6) Minor servicing and repair of carburetors, fuel pumps, oil pumps, water pumps and lines and minor motor adjustments not involving removal of the head or crank case or racing the motor,
- (7) Emergency wiring repairs, and
- (8) Adjusting and repairing brakes.

Painting, welding, or other body work involving noise, glare, fumes, smoke, or other characteristics to an extent greater than normally found in service stations shall not be permitted.

Setback means a horizontal distance determining the location of a building with respect to a street, use district boundary line, or another use. Where the term "setback" is used in conjunction with a modifying word or words such as "parking area," the setback shall in its application include, but not be limited to, buildings.

Setback (Line) or Building Line means a line or lines designating the area outside of which buildings may not be erected.

Short Term Rental means the rental of an existing or otherwise permitted accessory dwelling, dwelling structure, or any portion thereof, for a period of time, where the owner is engaged in a contract for the accommodations of that specific dwelling, or any portion thereof.

Sign, Animated means a digitally displayed sign in which figures are manipulated to appear as moving images.

Sign, Blade means a sign that projects perpendicular from a building more than 12 inches from the building's supporting wall.

Sign, Canopy means a sign wholly supported by a canopy projecting from a building or an extended roof or pitched roof and which does not extend above the mean height level of the roof of the building.

Sign, Construction means a temporary sign erected during the period of construction advertising the construction of improvements on the property.

Deleted: *Senior Housing, Dependent* means housing/accommodations, other than a single-family dwelling, and services designed and staffed to provide housing and services along the continuum of an elderly person's needs, such as assistance for bathing, dressing, medication, meal preparation, or other functions. In addition to housing, this type of facility may also provide convenience services, such as meals, housekeeping, transportation, and community facilities, such as central dining rooms and activity rooms. ¶
Senior Housing, Independent means housing/accommodations, other than a single-family dwelling, specifically designed for the needs of elderly persons. In addition to housing, this type of facility may provide convenience services, such as meals, housekeeping and transportation, and community facilities, such as central dining rooms and activity rooms. ¶

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Sign, Electronic Message Board means a sign or portion thereof designed to accommodate frequent message changes composed of characters, letters, or illustrations and that can be changed or rearranged electronically without altering the face or surface of such sign.

Sign, Ground means a sign which is attached to or is a part of a self-supporting structure, other than a building or portion of a building.

Sign, Inflatable means a sign that requires air pressure or gas inflation for support and display purposes.

Sign, Moving means any sign or part of a sign that changes physical position by any movement or rotation or that gives the visual impression of such movement by use of lighting, or that exhibits intermittent or sequential flashing of natural or artificial light or color effects by any means whatsoever.

Sign, Pennant means a geometric shaped cloth, fabric, or other lightweight material that is secured to an object to allow movement of the sign caused by movement of the atmosphere.

Sign, Propellor. See "sign, moving."

Sign, Revolving or Rotating. See "sign, moving."

Sign, Roof means a sign which is affixed to a roof, extended roof, pitched roof or canopy and which extends above the mean height of the roof.

Sign, Snipe means a sign that is tacked, nailed, posted, pasted, glued, or otherwise affixed to trees, poles, stakes, fences, utility poles, or other objects.

Sign, Spinner. See "sign, moving."

Sign, Streamer means a sign comprised of a strip of material, fastened to an object for support, and that requires wind activation for display.

Sign, Wall means a sign affixed to a building wall which does not project horizontally more than 12 inches from the wall nor extend above the height of the wall.

Sign With Flashing Lights means an illuminated sign that contains an intermittent or sequential flashing light source.

Single Family, Detached means a building, other than a mobile home containing one dwelling unit designed for occupancy by not more than one family.

Site Development means a plan drawn at a scale of not less than one inch equals 50 feet which shows the topographic characteristics of the site at two-foot contour intervals; the location and dimensions of buildings, yards, courts, parking spaces, and other features; the use of each building and area; adjacent streets, alleys, utility drainage and other easements; and the relationship of the development to adjacent areas which it may affect.

Solar Energy Collection System, Canopy means a solar energy collection system consisting of elevated solar panels installed above parking lots, carports and other paved areas.

Solar Energy Collection System, Roof Mounted means a solar energy collection system that is structurally mounted to the roof of a building or other permitted structure, including limited accessory equipment associated with system which may be ground mounted. It is installed parallel to the roof with a few inches gap.

Solar Energy Collection System, Ground Mounted means a solar energy collection system and associated mounting hardware that is affixed to or placed upon the ground including, but not limited to, fixed, passive, or active tracking racking systems.

Special Exception means a use or a design element of a use which is not permitted by right in a particular district because of potential adverse effects, but which if controlled in the particular instance as to its relationship to the neighborhood and to the general welfare, may be permitted by the Board of Adjustment, where specifically authorized by the code, and in accordance with the substantive and procedural standards of the code.

Start of Construction (for other than new construction or substantial improvements under the Coastal Barrier Resources Act (Pub. L. 97348)), includes substantial improvement and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for basement, footings, piers or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

Street means any public or private right-of-way which affords the primary means of access to abutting property.

- (1) *Expressway or Freeway* means a thoroughfare designated on the Major Street and Highway Plan that carries a major portion of both intraurban and interurban vehicle traffic at a high rate of speed with few or no traffic stops and having limited access with a design and right-of-way width established by the State Department of Transportation.
- (2) *Primary Arterial* means a thoroughfare designated on the Major Street and Highway Plan that carries a portion of both intraurban and interurban vehicle traffic at a moderate rate of speed with some traffic stop having a planned right-of-way width of 120 feet to 150 feet.
- (3) *Secondary Arterial* means a thoroughfare designated on the Major Street and Highway Plan that carries a significant portion of the interurban vehicular traffic stops and a planned right-of-way width of 100 feet.
- (4) *Collector* means a traffic way designated on the Major Street and Highway Plan that provides vehicle access and traffic circulation within residential neighborhoods and commercial and industrial areas. Collector streets collect traffic from local streets, channeling some into the arterial streets or disperse traffic from the arterial to local streets. Collector streets have a planned right-of-way width of 60 feet to 80 feet.
- (5) *Service or Access* means a minor street which is parallel and adjacent to major streets, traffic ways, highways or railroad rights-of-way and which provides access to abutting properties and protection from through traffic.
- (6) *Minor or Local Street* means a traffic way of limited length not of one of the above classifications providing direct access to abutting tracts of land and access to more heavily traveled streets and having a right-of-way width of 50 feet to 60 feet. Sidewalks may be required in local street rights-of-way.
- (7) *Cul-De-Sac* means a local street with only one outlet having a terminal for the safe and convenient reversal of traffic movement.
- (8) *Dead End* means a street with one outlet having no turn-around at its closed end.
- (9) *Alley* means a minor traffic way, dedicated to public use, which is used primarily for vehicular access to the back or the side of properties otherwise abutting on a street.

Street, Intersecting means any street which joins another street at an angle, whether or not it crosses the other.

Street, Wall means the wall or part of the building nearest to the street line.

Street Verge means a narrow strip of ground located between the boundary of the adjacent property or public sidewalks and the roadway of the street, typically planted with a mix of grass, trees, or other plants.

Structure means anything constructed or erected with a fixed location on the ground, or attached to something having a fixed location on the ground, and included buildings, walks, fences, and signs.

Structural Alterations means any change in the supporting members of a building, such as bearing walls or partitions, columns, beams or girders, or any substantial change in the roof or exterior walls.

Subdivider or Developer means a person, firm or corporation undertaking the subdivision or resubdivision of a lot, tract or parcel of land into two or more lots, or other subdivisions of land for the purpose of transfer of ownership or development, whether immediate or future, including all changes in street right-of-way or lot lines.

Subdivision means the division of land into lots, parcels, tracts or areas, any one of which when divided has an area of less than two and one-half acres, or any division of land involving the dedication of right-of-way or alignment of any existing or proposed street or highway, or the resubdivision of land heretofore divided into lots, sites, or parcels.

Substantial Damage means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

Substantial Improvement means any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before "start of construction" of the improvement. This includes structures, which have incurred "substantial damage," regardless of the actual repair work performed. The term "substantial improvement" does not, however, include either:

- (1) Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary conditions, or
- (2) Any alteration of a "historic structure" provided that the alteration would not preclude the structure's continued designation as an "historic structure."

Supplemental District means a zoning district to be mapped as an overlay to a use district and which modified or supplements the regulations of the general district in recognition of distinguishing circumstances such as unit development or flooding propensity while maintaining the character and purposes of the general use district area over which it is superimposed.

(Ord. No. 1581 , § II, 4-5-2022)

Sec. 16-11-20. "T" Definitions.

Tattoo Parlor means an establishment that offers or performs any method of placing ink or other pigment into the skin or mucosa by the aid of needles or any other instrument used to puncture the skin, resulting in permanent coloration of the skin or mucosa.

Top Plate means the horizontal timber directly carrying the trusses of a roof or the rafters.

Townhome means a row or structure of attached, single-family, dwellings joined to one another at one or more sides by a party wall or walls. Each dwelling has a dedicated exterior entrance.

Trip means a single journey made by an individual between two places by a specified mode of travel.

Transparency means a surface that allows light to pass through in a way that enables objects behind the surface to be distinctly seen by viewers in front of the surface. Transparency requirements established in this UDO shall be established from finished floor to finished floor for each building level for which transparency is required.

Trucking Establishments means a parcel of ground used primarily for the fueling of transient trucks, passenger vehicles, maintenance, servicing, storage, parking or repair of commercial vehicles, including the sale of motor fuels or other petroleum products, the sale of accessories or equipment for over-the-road trucks and similar commercial vehicles, truck drivers and interregional travelers. Other services commonly associated with a truck

Deleted: *Transitional Living Center* means a community-based residential facility that provides room and board, a supervised living environment, counseling and rehabilitation services for persons with a history of juvenile delinquency, behavioral disorders, alcoholism or drug abuse for a continuous period of no more than 120 consecutive days. ¶

stop may include: convenience store, overnight accommodations, showers, cargo broker's offices, restaurants, game rooms, vehicle scales, wash racks and servicing bays, sales of personal and household goods.

(Ord. No. 1581 , § II, 4-5-2022)

Sec. 16-11-21. "U" Definitions.

Urban Agriculture, Indoor means an indoor establishment where food or ornamental crops are grown or processed for personal consumption or to be sold or donated that includes, but is not limited to, greenhouses and other indoor growing operations, vertical farms, aquaponics, aquaculture, and hydroponics.

Urban Agriculture, Outdoor means backyard, roof-top, vacant lot or balcony cultivation or processing of food or ornamental crops. This definition does not include the keeping, feeding or raising of animals such as chickens, fish, goats, and honeybees.

(Ord. No. 1581 , § II, 4-5-2022)

Sec. 16-11-22. "V" Definitions.

Variance means a relaxation of a restriction of the code, granted by the Board of Adjustment, where by reason of exception narrowness, shallowness, shape, topography, or other extraordinary or exceptional situation, condition or circumstance of a particular property, the literal enforcement of the code restriction, would result in unnecessary hardship.

Vehicle Sales and Rental means the use of any building or portion thereof, or other premises or portion thereof, for the display, sale, rental, or lease of new motor vehicles, or used motor vehicles as an ancillary use of a zoning lot, and any warranty repair work and other repair service conducted as an accessory use.

Veterinary Clinic/Animal Hospital means a building used exclusively for the care and treatment of domestic household type pets, including incidental overnight boarding within an enclosed building and excluding outside animal runs and boarding services.

Violation means the failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required with this chapter is presumed to be in violation until such time as that documentation is provided.

(Ord. No. 1581 , § II, 4-5-2022)

Sec. 16-11-23. "W" Definitions.

Warehouse, Distribution means facility located within an enclosed building primarily oriented to the storage and shipping of packaged materials or goods for a single business or a single group of businesses.

Warehouse, Storage means facility located within an enclosed building primarily oriented to the receiving, holding, and/or storage of packaged materials or goods for a single business or a single group of businesses.

Water Surface Elevation means the height, in relation to the National Geodetic Vertical Datum (NGVD) of 1929 (or other datum, where specified), of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.

(Ord. No. 1581 , § II, 4-5-2022)

Sec. 16-11-24. "X" Definitions.

Reserved.

(Ord. No. 1581 , § II, 4-5-2022)

Sec. 16-11-25. "Y" Definitions.

Yard means an open unoccupied space on a lot between a building and a lot line.

Yard, Front means a yard extending along the full length of the front lot lines between the side lot lines.

Yard, Rear means a yard extending along the full length of the rear lot line between the side lot lines.

Yard, Required means the minimum permitted distance of open unoccupied space between a building and a lot line.

Yard, Side means a yard extending along a side lot line between the required front yard and the required rear yard.

(Ord. No. 1581 , § II, 4-5-2022)

Sec. 16-11-26. "Z" Definitions.

Reserved.

(Ord. No. 1581 , § II, 4-5-2022)

ORDINANCE NO. 1624

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JENKS, COUNTY OF TULSA, STATE OF OKLAHOMA, AMENDING CITY CODE §§ 16-3 (BASE DISTRICT SPECIFIC STANDARDS), 16-4 (OVERLAY DISTRICT SPECIFIC STANDARDS), 16-5 (USE SPECIFIC STANDARDS), 16-7 (SIGN STANDARDS), 16-8 (SUBDIVISION STANDARDS), 16-9 (ADMINISTRATIVE PROCEDURES), AND 6-11 (DEFINITIONS); REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; AND DECLARING AN EMERGENCY.

.....

WHEREAS, the City of Jenks has identified areas of the Unified Development Ordinance that require updating to meet current best practices and to better align with City goals; and

WHEREAS, a public hearing on said zone change was held by the Jenks Planning Commission on September 21, 2023, and a public hearing on said zone change was held by the Jenks City Council on October 17, 2023, and due consideration has been given to any public comments; and

WHEREAS, the City Council of the City of Jenks, Oklahoma finds that the changes promote the health, safety, or general welfare of the Jenks community and that the same is necessary and expedient.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF JENKS CITY, OKLAHOMA, AS FOLLOWS:

SECTION I. Chapter 16 Article 3 – Base District Specific Standards shall be amended as follows:

Section 16-3-1 – Bulk and Dimensional Standards, shall be amended as follows:

Table 16-3-1(A), Residential District Bulk and Dimension Standards, and Table 16-3-1(B) Nonresidential District Bulk and Dimension Standards, shall be amended to match Attachment “A” attached hereto.

Section 16-3-3 – Exceptions to Bulk and Dimension Standards

Section 16-3-3(C)(1) shall be amended to read as follows:

Architectural projections, including windowsills, belt courses, cornices, eaves, flues, and ornamental features may project a maximum of three feet into required yards, provided that they do not obstruct the light and ventilation of adjacent buildings and such projections are set back at least three feet from an adjacent side or rear lot line, and 20 feet from any front lot line.

Section 16-3-3(C)(6)(c) shall be amended to read as follows:

A minimum of ten feet from the nearest front elevation of the primary building,

Section 16-3-4 – Permitted, Conditional, Special Exception, and Specific Uses

Section 16-3-4(A)(4-10) shall be amended to read as follows:

- (4) *Specific Use Permits.* Uses which are marked as "S" in the tables shall be allowed upon the approval of a Specific Use Permit (SUP) as detailed in section 16-9-7. Should the project deviate from development standards of the UDO a PUD would be required in lieu of the SUP.
- (5) *Planned Unit Development.* Uses which are marked as "PUD" in the tables shall be allowed upon the approval of a Planned Unit Development as detailed in section 16-9-8.
- (6) *Temporary Uses.* Uses which are marked "T" in the tables shall be allowed upon the approval of a Temporary Use Permit as detailed in section 16-9-3(G).
- (7) *Prohibited Uses.* A blank space in the tables indicates that a use type is not allowed in the respective zoning district unless it is otherwise expressly allowed by other regulations of this UDO.
- (8) *Uses Not Listed.* If a proposed use is not listed in the tables, the City Planner shall determine if the use is substantially similar to a use listed on the tables. If it is, they shall treat the use in the same manner as the substantially similar use. If not, the use shall be regarded as prohibited.
- (9) *Additional Regulation.* If a use has use specific standards they are referenced in this column. Use specific standards shall apply to permitted, special exception, and specific uses.
- (10) *Site Plan Review Requirements.* The site plan review requirements shall be required for applications as specified in section 16-9-3(C).

Section 16-3-4 Table 16-3-4(B), Residential District Permitted, Conditional, Special Exception, and Specific Uses, and Table 16-3-4(C) Nonresidential District Permitted, Conditional, Special Exception, and Specific Uses, shall be amended to match Attachment "B" attached hereto.

Section 16-3-5 – Downtown Core District Specific Standards

Section 16-3-5(G)(1)(b)(II) shall be amended to read as follows:

Private off-street parking areas as primary uses of parcels on Main Street shall be prohibited.

SECTION II. Chapter 16 Article 4 – Overlay District Specific Standards shall be amended as follows:

Section 16-4-2(L) Table 16-4-2(L) DT Overlay District Permitted, Conditional, Special Exception, and Specific Uses, shall be amended to match Attachment "C" attached hereto.

SECTION III. Chapter 16 Article 5 – Use Specific Standards, shall be amended as follows:

Section 16-5-2(B) shall be repealed and replaced with the following:

(B) Residential Facility for Persons with a Disability.

- (1) Each RFPD shall comply with all applicable state and local building, safety, health, and zoning requirements.
- (2) Each RFPD shall comply with all applicable federal and state laws, standards, and requirements, including state licensure, if applicable and required.
- (3) The minimum number of parking spaces required for an RFPD shall be the same as for similar structures located in the same zone in which the facility is located. Off-street parking shall be adequate to serve the needs of residents, visitors, staff members, and others. Additional parking may be required based on the number of residents occupying the facility, the number of residents who are reasonably expected to maintain a vehicle at the facility, the reasonably anticipated number of visitors, the number of staff members who will be serving the residents, the number of vendors that will serve the facility, and any other factors that may increase or impact parking demands for the facility.
- (4) The RFPD shall not be made available to or occupied by any person whose tenancy would constitute a direct threat to the health or safety of other individuals or whose tenancy would result in substantial physical damage to the property of others.
- (5) The table of conditional, special exception, and specific uses is found in Section 16-3-4(B)-(C) of the City Code. An RFPD shall be a permitted use in any zone where a specific subtype of Group Living Arrangement is shown in the Table of Uses as a permitted or conditional use, subject to the same development standards as are applied to Group Living Arrangements in City Code. In determining whether a Group Living Arrangement is allowed, only those specific users and types of Group Living Arrangements currently and presently allowed by ordinance and shown in Section 16-3-4(B)-(C) shall be considered. Variance, prior accommodations, pre-existing noncomplying structures, or pre-existing nonconforming uses shall not be considered. Providers must comply with state and federal laws when applying for the accommodation.
- (6) Any lawfully created pre-existing nonconforming use(s) or noncomplying structure (s) that are in conflict with this Title or any other provision of the City Code may be continued as allowed by City Code. A nonconforming use, noncomplying structure, nonconforming lot, or other nonconformity may not be changed except in conformance with the provisions of this Title. Such changes requiring conformance with the provisions of this Title shall include, but not limited to, a change in state licensure, additional state licensure(s), an increase in resident census size, or any other expansion of or change in use.
- (7) An RFPD located in a residential zone shall be capable of use as a facility without structural or landscaping alterations that would change the structure's residential character or appearance. Any new or remodeled structure constructed for use as a facility shall be of a size, scale, and design that is in harmony with other residential uses in the vicinity and shall not create a fundamental change in the residential character of the neighborhood in which it is proposed to be located.
- (8) Residency in the facility shall be on a strictly voluntary basis and not a part of, or in lieu of, confinement, rehabilitation, or treatment in either a correctional facility or a condition of probation or parole. A facility shall not include any persons referred by the Oklahoma state department of corrections or any adult or juvenile court.
- (9) The RFPD shall not house more than six (6) persons with a disability.
- (10) No Group Living Arrangement shall be located within 1,200 feet of another Group

Living Arrangement. Measurement shall be in a straight line between the closest property lines of the lots/parcels, whether located in the City, County, State, or surrounding municipality.

- (11) An RFPD may request a reasonable accommodation pursuant to federal and state law and Title 24.

Section 16-5-2(E) – Residential Treatment Center, shall be repealed.

Section 16-5-2(G) – Transitional Living Center, shall be repealed.

Section 16-5-6 – Lodging Use Specific Standards:

Section 16-5-6(A)(10) shall be amended as follows:

The operator shall file an application for a City of Jenks license and registration and the appropriate tax permit issued by the State of Oklahoma Tax Commission upon approval of the required Specific Use Permit. City licenses and registration to be made by application to the Jenks City Clerk and shall conform to the requirements of the City Code, which levies a lodging tax on gross receipts of any Bed and Breakfasts and similar businesses.

Section 16-5-6(B)(4) shall be created as follows:

Site is subject to Life Safety inspection.

Section 16-5-8 – Entertainment Use Specific Standards

Section 16-5-8(A)(6) shall be created as follows:

Noise is subject to City Code standards and enforcement.

Section 16-5-8(B)(7) shall be created as follows:

Noise is subject to City Code standards and enforcement.

Section 16-5-8(C)(7) shall be created as follows:

Noise is subject to City Code standards and enforcement.

Section 16-5-8(D)(4) shall be created as follows:

Noise is subject to City Code standards and enforcement.

Section 16-5-11 – Medical Marijuana Use Specific Standards

Section 16-5-11 shall be retitled to “Medical Marijuana Use Specific Standards and Indoor commercial Agriculture”

Section 16-5-11(A)(1) shall be amended as follows:

Grow facilities, testing laboratories, and processing facilities shall be located a minimum of 1,200 feet from any parcel designated in the RE, RS, or RD, RTH, RM, LC, and CS districts or from a habitable structure.

Section 16-5-11(A)(4) shall be created as follows:

Shall be located within a detached, single tenant, structure, or multi-tenant structure of like use.

Section 16-5-11(B) shall be created as follows:

(B) All Indoor Commercial Agriculture Uses.

- (1) Shall be located a minimum of 1,200 feet from any parcel designated in the RE, RS, or RD, LC, and CS districts or from a habitable structure.
- (2) Shall be located within an enclosed building(s).
- (3) Any ventilation/HVAC system shall be located to expel air away from a residential use located on an adjoining property.
- (4) Shall be located within a detached, single tenant, structure, or multi-tenant structure of like use.

Section 16-5-12 – Accessory Use Specific Standards

Section 16-5-12(K) – Outdoor Storage, Permanent shall be amended to read as follows:

(K) Outdoor Storage, Permanent.

- (1) Permanent outdoor storage areas shall be surfaced with an approved hard surface material. Contact the office of the City Planner for a detailed list, materials not listed in the policy shall require approval from the City Engineer and City Planner. Partially paved or unpaved outdoor storage areas shall be prohibited. Weed and grass management will be required.
- (2) The following minimum screening requirements shall apply to permanent outdoor storage areas which are visible from the right-of-way of an existing or proposed arterial or collector roadway or where adjacent lot uses are not of a similar nature, scale and intensity see Table 16-6-3(F)(2 & 3) for additional standards.
 - (a) Materials: a solid wall constructed from materials, not including metal, identical to those used on the exterior of the primary building, unless otherwise approved by the Planning Commission.
 - (b) Height: a screening wall not less than six feet and not more than eight feet in height shall be erected to screen those portions of permanent outdoor storage areas visible from an existing or proposed arterial roadway or where adjacent lot uses are not of a similar nature, scale and intensity see Table 16-6-3(F)(2 & 3) for additional standards. .
 - (c) Landscaping: See Table 16-6-3 (F)(2) and (F)(3) for applicable transition requirements based on adjacent lot uses. For lots visible from the right-of-way of

an existing or proposed arterial or collector roadway, a landscape strip, not less than five feet wide shall be located in front of the wall. A minimum of four canopy or evergreen trees shall be planted and evenly spaced per every 100 lineal feet. A minimum of ten shrubs shall be planted and evenly spaced per every 100 lineal feet. All landscape maintenance requirements of section 16-6-3(I) of this UDO shall apply.

- (3) Shipping containers not located on a truck shall be considered outdoor storage. Shipping containers located on a truck which is kept in the same parking or loading area for more than 30 days shall be considered outdoor storage. Any shipping containers considered outdoor storage shall be subject to the regulations of this section.

Section 16-5-12(M)(1-3) – Solar Energy Collection System, Ground-Mounted, shall be amended to read as follows:

(M) Solar Energy Collection System, Ground-Mounted.

- (1) Ground-mounted solar energy collection systems shall be permitted in the rear yard only. AG lots are excepted.
- (2) An unlimited quantity of panels is permitted on all zoning lots with the exception of any lot in a RS, or RD district 10,000 square feet or less in size, which are limited to a total of 100 square feet in area of panels, unless approved by Planning Commission.
- (3) The maximum height of ground-mounted solar energy collection systems shall be five feet in height, measured from the grade at the base of the pole to the highest edge of the system, unless approved by Planning Commission.

Section 16-5-13 – Temporary Use Specific Standards

Section 16-5-13(A)(c)(I) shall be amended to read as follows:

Downtown Commons regulations are subject to adopted Council Policy.

SECTION IV. Chapter 16 Article 6 – Development Standards

Section 16-6-3 – Landscape

Section 16-6-3(I)(4)(b) shall be amended to read as follows:

Any required landscaped zone not intended for stormwater management, greater than 150 square feet in area, shall be provided with an underground irrigation system or be provided with a portable water supply within 50 feet of said landscaped areas. No part of an irrigation system may be installed in City right-of-way, unless approved by the City Engineer.

Section 16-6-4 – Screening

Section 16-6-4(A)(2) shall be amended to read as follows:

Materials used for screening shall consist of masonry products and shall complement the architecture of the primary building.

SECTION V. Chapter 16 Article 7 – Sign Standards

Section 16-7-2 – Limit on Sign Area

Section 16-7-2(A) shall be repealed

Section 16-7-4 – Permitted Sign Types

Table 16-7-4 – Permitted Sign Types by District shall be amended to match Attachment “D” attached hereto.

Section 16-7-5 – Permanent Sign Standards

Section 16-7-5(E)(4)(c) shall be amended as follows:

Shall not be placed in any sidewalk or pedestrian circulation system, and

Section 16-7-5(G)(1-5) shall be amended as follows:

(G) Blade/Projecting Signs.

(1) Sign Area.

- (a) The maximum permitted sign area of blade signs shall be four square feet.
- (b) The maximum permitted sign area of “special” projecting blade sign shall be thirty-five square feet.

(2) Height.

- (a) Blade signs shall not extend above the roofline of the building to which it is attached, or a maximum of 12 feet, whichever is less, and shall maintain a minimum vertical clearance of ten feet.
- (b) “Special” projecting blade signs shall not exceed the height of the parapet or wall to which it is attached by more than twenty-five percent and shall maintain a minimum vertical clearance of ten feet.

(3) Number of Signs. A maximum of one blade sign shall be permitted per ground floor nonresidential tenant space. A blade sign may be displayed on the same building frontage as a wall or an awning or canopy sign, and “special” projecting blade sign.

(4) Projection. Blade signs shall horizontally project a maximum of four feet from the mean elevation of the building to which it is attached or with staff recommendation and approval of Planning Commission. “Special” projecting blade signs shall not be continuously attached to the surface of the wall.

(5) Other Provisions.

- (a) Blade signs shall not be internally illuminated. “Special” projecting signs may incorporate neon, staff may require approval from Planning Commission for other requests. Cabinet signs are prohibited within the Downtown Core (DC) and the Riverfront Tourist Commercial (RTC).

- (b) Blade signs may encroach upon, extend, or project over a public right-of-way or easement. The property owner may be required to provide a release or hold harmless to the City prior to issuing permits for any such signs.

Section 16-7-5(I)(3)(a) shall be amended as follows:

A minimum distance of 1,000 linear feet shall be required between billboard signs. The separation requirement shall apply to either side of the roadway regardless of which side of the roadway the sign is located upon.

Section 16-7-6 – Temporary Sign Standards

Section 16-7-6(A)(2)(a) shall be amended as follows:

The permitted display period of a permitted temporary sign shall be a maximum of 30 days.

SECTION VI. Chapter 16 Article 8 – Subdivision Standards

Section 16-8-4 – Subdivision Procedures

Section 16-8-4(E)(5)(a) shall be amended as follows:

- (a) *Preliminary Plat Review Requirements.* The preliminary plat shall show or be accompanied by the following:
- ☐ The name and address of the owner or owners of the land to be subdivided, the name and address of the subdivider if other than the owner and the name and address of the land surveyor,
 - ☐ The date of preparation of the plat, north arrow, and scale (written and graphic presentation),
 - ☐ Key or location map showing location of subdivisions within the mile section,
 - ☐ An accurate legal description of the property,
 - ☐ The location and dimensions of all boundary lines of the proposed subdivision to the nearest one-hundredth foot,
 - ☐ The names of all adjacent subdivisions and the names, locations and widths of all existing and proposed streets, easements, drainage ways and other public ways, adjacent to the property,
 - ☐ The locations and widths of easements of all oil, gas and petroleum products pipelines and of existing utilities on or adjacent to the property,
 - ☐ The location and description of all existing structures, water bodies and watercourses,
 - ☐ The areas subject to flooding based upon the regulatory flood plain boundary,
 - ☐ The names, locations and widths of all proposed streets, confirm types of streets and compliance with section 16-8-8,
 - ☐ The location and dimension of all proposed streets, drainage ways, pedestrian ways, bike paths, parks, playgrounds, public ways, or other public or private reservations,

- All proposed lots progressively numbered and building setback lines,
- Blocks progressively numbered,
- A topographic map of the subdivided area with contour lines having two-foot contour intervals based on United States Coastal and Geodetic Survey datum,
- Any other information as may be deemed by the Planning Commission as reasonably necessary for the full and proper consideration of the proposed subdivision,
- Conforms to Subdivision Regulations for design and layout,
- Connects with current and anticipated future abutting development(s),
- Lot dimensions and shapes facilitate private use and infrastructure placement,
- Takes advantage of existing environmental features of the property,
- *Underground Mines*. The subdivider shall locate mines under a proposed subdivision and designate the location of the same on the subdivision plat. The location of the mines shall be based upon information and/or techniques which have been approved in advance by the City Engineer which are reasonably calculated to accurately locate mines and their depths.

Section 16-8-4(E)(6)(a)(iv) shall be amended as follows:

Lines of all proposed lots fully dimensioned, except where a lot line meets a street line at a right angle, the angle or bearing value may be omitted,

Section 16-8-7 – Circulation and Connectivity

Section 16-8-7(E)(1)(a) shall be amended as follows:

TIA's are used to evaluate whether the scale of subdivision, whether commercial or residential, is appropriate for a particular site and what improvements may be necessary, on and off the site, to provide safe and efficient access and traffic flow. TIA is an essential part of the subdivision review process to assist subdividers and the City in making land use decisions involving subdivisions.

SECTION VII. Chapter 16 Article 9 – Administrative Procedures

Section 16-9-7 – Specific Use Permit

Section 16-9-7(B)(1)(d-e) shall be amended and created as follows:

- (d) When the purposes of this UDO and the governing District cannot be met, the applicant may use the PUD process addressing the concerns of the Specific Use Permit in addition to the PUD criteria.
- (e) Is compatible with surrounding land uses and the area where it will be located.

Section 16-9-8 – Planned Unit Development

Section 16-9-8(B)(2) shall be amended as follows:

Developments including only single-family detached residential uses, are discouraged, and may not be approved. Amenity packages may be used to offset “only” single-family.

Section 16-9-8(J)(3) shall be amended as follows:

Minor Amendment. A minor amendment is any proposed change to an approved Planned Unit Development that is consistent with the standards and conditions upon which the Planned Unit Development was approved, which does not alter the concept or intent of the Planned Unit Development and is not considered a major amendment as detailed in section 16-9-8(J)(2).

SECTION VIII. Chapter 16 Article 11 – Definitions

Chapter 16 Article 11 shall be repealed and replaced with the language shown in Attachment “E” hereto.

SECTION IX. That all ordinances or parts of ordinances in conflict herewith be and the same are hereby expressly repealed.

SECTION X. If any section, sentence, clause or phrase of this ordinance or any part thereof is for any reason found to be invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remainder of this ordinance or any part thereof.

Approved this ____ day of _____ 2023

CITY OF JENKS, OKLAHOMA

MAYOR

SECTION XI. Since the immediate operation of the provisions of the Ordinance is necessary for the preservation of public health, welfare and safety, an emergency is hereby declared to exist and this ordinance shall be in full force and effect from and after its passage by the City Council.

Emergency Clause approved separately this ____ day of _____ 2023.

CITY OF JENKS, OKLAHOMA

MAYOR

Attest:

CITY CLERK

Approved as to form:

CITY ATTORNEY

Attachment “A”

Table 16-3-1(A): Residential District Bulk and Dimensional Standards									
Standard	RE	RS1	RS2	RS3	RD	RTH	RM1	RM2	RM3
Lot Standards (Minimum)									
Lot Area (sqft)	24,000	10,000	8,000	5,000	6,900	6,900	6,000	6,000	20,000
Lot Area/DU (sqft)	24,000	10,000	8,000	5,000	3,450	2,300	2,000	1,500	1,000
Lot Width (ft)	150	70	55	45	60	60	60	50	100
Yard Setbacks (Minimum)									
Front (ft)	25	25	20 (3)	20 (3)	20	15	10	10	10
Exterior Side (ft)	20	20	15 (3)	15 (3)	20	15	10	10	10
Interior Side (ft)	15	15 (1)	5	5	10 (2)	10 (2)	10 (2)	10 (2)	10 (2)
Rear (ft)	25	25	20	20	20	20	10	10	10
Building Standards (Maximum)									
Height (ft)	35	35	35	35	35	35	40	45	45
Impervious Surface Coverage	25%	45%	45%	60%	60%	60%	70%	70%	70%
Notes									
(1) The cumulative interior side yard setback shall be 15 feet. No interior side yard setback shall be less than 5 feet.									
(2) If a parti-wall exists, the interior side yard setback shall be 0 feet.									
(3) Garages shall be setback a minimum of 25 feet from the front property line.									

Table 16-3-1(B): Nonresidential District Bulk and Dimensional Standards										
Standard	AG	OL	OM	LC	CS	CG	DC	RTC	IL	IM
Lot Standards (Minimum)										
Lot Area (acres)	2	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Lot Width (ft)	150	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Yard Setbacks (Minimum, unless otherwise stated)										
Front (ft)	25	25	40	0	0	25	0	0	50	50
Front, maximum (ft)	n/a	n/a	n/a	10	n/a	60	10	60	n/a	n/a
Exterior Side (ft) (3)	25	25	40	0	0	25	0	0	50	50
Exterior Side, maximum (ft)	n/a	n/a	n/a	10	n/a	60	25	60	n/a	n/a
Interior Side (ft) (3)	10	10 (1)	20	10 (1)	10 (1)	10 (1)	0	0	25 (2)	50 (4)
Rear (ft) (3)	40	10 (1)	20	10 (1)	10 (1)	10 (1)	0	0	25 (2)	50 (4)
Building Standards (Maximum)										
Height (ft)	35	50	60	50	60	60	85	85	60	60
Impervious Surface Coverage	n/a	60%	70%	60%	70%	70%	100%	70%	70%	70%
Notes										
(1) Add one additional foot of setback for each one foot of building height exceeding 18 feet, if the abutting property is within an RE, RS, or RD District.										
(2) Minimum setback shall be 75 feet if the abutting property is within an AG, R, or O District.										
(3) Transition yards, as specified in section 16-6-3(F), may apply and may result in greater yard setback requirements than specified in this table.										
(4) Minimum setback shall be 75 feet if the abutting property is within an AG, R, or O District.										

Attachment “B”

(B) Residential District Permitted, Special Exception, and Specific Uses.

Table 16-3-4(B) Residential District Permitted, Conditional, Special Exception, and Specific Uses										
Use	Additional Regulation	RE	RS1	RS2	RS3	RD	RTH	RM1	RM2	RM3
Agricultural Uses		RE	RS1	RS2	RS3	RD	RTH	RM1	RM2	RM3
Community Garden	16-5-1(A)	P	P	P	P	P	P	P	P	P
Passive Agriculture		P								
Residential Uses		RE	RS1	RS2	RS3	RD	RTH	RM1	RM2	RM3
Duplex	16-5-2(A)					P	P	P	P	
Group Living Arrangements		P	P	P	P	P	P	P	P	P
Multifamily Building, all units	16-5-2(C)							P	P	
Multifamily Building, less than 8 units	16-5-2(C)						PUD	P	P	
Multifamily Complex	16-5-2(D)									P
Residential Clubhouse			C	C	C	C	C	C	C	C
Residential Facility for Persons with a Disability	16-5-2(B)	P	P	P	P	P	P	P	P	P
Single-Family Detached	16-9-8 (B)	P	P	P	P	P	P	P	P	
Townhome	16-5-2(E)					PUD	P	P	P	
Institutional and Utility Uses		RE	RS1	RS2	RS3	RD	RTH	RM1	RM2	RM3
Government Uses, indoor		P	P	P	P	P	P	P	P	P
Government Uses, outdoor	16-5-3(A)	S	S	S	S	S	S	S	S	S
Wireless Communication Facility	16-5-3(B)	S	S	S	S	S	S	S	S	S
Wireless Communication Facility, Small Cell	16-5-3(B)	S	S	S	S	S	S	S	S	S
Place of Assembly		S	S	S	S	S	S	S	S	S
School, elementary/middle		S	S	S	S	S	S	S	S	S
School, high		S	S	S	S	S	S	S	S	S
Retail Uses		RE	RS1	RS2	RS3	RD	RTH	RM1	RM2	RM3
General Retail, less than 10,000 sqft	16-5-4(B)					PUD	PUD	C	C	P
Service Uses		RE	RS1	RS2	RS3	RD	RTH	RM1	RM2	RM3
General Service, less than 10,000 sqft	16-5-5(C)					PUD	PUD	C	C	P
Lodging Uses		RE	RS1	RS2	RS3	RD	RTH	RM1	RM2	RM3
Bed and Breakfast	16-5-6(A)	PUD	PUD							
Short-Term Rental	16-5-6(B)	C	C	C	C	C	C	C	C	C
Eating/Drinking Uses		RE	RS1	RS2	RS3	RD	RTH	RM1	RM2	RM3
Coffee/Tea Shop	16-5-7(A)					PUD	PUD	C	C	P
Accessory Uses		RE	RS1	RS2	RS3	RD	RTH	RM1	RM2	RM3
Accessory Building	16-5-12(A)	P	P	P	P	P	P	P	P	P
Accessory Dwelling	16-5-12(B)	P	P	P	P					
Accessory Structure	16-5-12(D)	P	P	P	P	P	P	P	P	P
Home Based Child Care	16-5-12(G)	SE	SE	SE	SE	SE	SE	SE	SE	SE
Home Based Business	16-5-12(H)	C	C	C	C	C	C	C	C	C
Solar Energy Collection System, ground	16-5-12(M)	P	P	P	P					
Solar Energy Collection System, roof	16-5-12(N)	P	P	P	P	P	P	P	P	P
Temporary Uses		RE	RS1	RS2	RS3	RD	RTH	RM1	RM2	RM3

Construction Related		T	T	T	T	T	T	T	T	T
Farmers' Market		T						T	T	T
Food Truck	16-5-13(A)		C	C	C			C	C	C
Garage/Estate Sale		T	T	T	T	T				
Outdoor Dining	16-5-13(B)					T	T	T	T	T
Portable Outdoor Storage Device	16-5-13(D)	T	T	T	T	T				

(C) *Nonresidential District Permitted, Special Exception, and Specific Uses.*

Table 16-3-4(C) Nonresidential District Permitted, Conditional, Special Exception, and Specific Uses											
Use	Additional Regulation	AG	OL	OM	LC	CS	CG	DC	RTC	IL	IM
Agricultural Uses		AG	OL	OM	LC	CS	CG	DC	RTC	IL	IM
Commercial Agriculture, Indoor	16-5-11. (B)	P									
Commercial Agriculture, Outdoor		P									
Passive Agriculture		P									
Urban Agriculture, Indoor		S								P	P
Urban Agriculture, Outdoor		P									
Residential Uses		AG	OL	OM	LC	CS	CG	DC	RTC	IL	IM
Multifamily Building, 8 units or more	16-5-2(C)		S	S	S	S	S	S	S		
Multifamily Building, less than 8 units	16-5-2(C)		S	S	S	S	S	S	S		
Multifamily Complex	16-5-2(D)		S	S	S	S	S		S		
Residential, above ground floor			S	S	S	P	P	P	P		
Residential Facility for Persons with a Disability	16-5-2(B)	P	S	S	S	S	S	S	S		
Single-Family Detached		P									
Institutional and Utility Uses		AG	OL	OM	LC	CS	CG	DC	RTC	IL	IM
Government Uses, indoor		P	P	P	P	P	P	P	P	P	P
Government Uses, outdoor	16-5-3(A)	S	S	S	S	S	S	S	S	S	S
Wireless Communication Facility	16-5-3(B)	S	S	S	S	S	S	S	S	P	P
Wireless Communication Facility, Small Cell	16-5-3(B)	S	C	C	C	C	C	C	C	P	P
Place of Assembly		S		S		S	S	S		S	S
Retail Uses		AG	OL	OM	LC	CS	CG	DC	RTC	IL	IM
Adult Uses	16-5-4(A)						S				
Convenience Store					P	P	P	P	P		
General Retail, less than 10,000 sqft	16-5-4(B)		P	P	P	P	P	P	P		
General Retail, 10,000 sqft—49,999 sqft	16-5-4(C)				S	P	P	S	P		
General Retail, 50,000 or more sqft	16-5-4(D)					P	P	S	S		
Multitenant Shopping Center	16-5-4(E)				C	P	P	C	P		
Pawn Shop							S				
Service Uses		AG	OL	OM	LC	CS	CG	DC	RTC	IL	IM
Acute Care Center			P	P	S	P	P			S	

Business Park	16-5-5(A)			P						P	
Check Cashing/Pay Day Loan Store							S				
Commercial Animal Boarding	16-5-5(B)	P					P			P	
General Service, less than 10,000 sqft	16-5-5(C)		P	P	P	P	P	P	P		
General Service, 10,000—49,999 sqft	16-5-5(D)				S	P	P	S	S		
General Service, 50,000 sq ft or more	16-5-5(E)					P	P	S	S		
Hospital				S		S	S			S	
Medical/Dental Office			P	P	P	P	P	P	P		
Personal Storage Facility	16-5-5(F)					S	S			P	P
Professional Office			P	P	P	P	P	P	P		
Professional Office, above ground floor			P	P	P	P	P	P	P		
Tattoo Parlor							S				
Veterinary Clinic/Animal Hospital		S	S	S	S	P	P			P	P
Lodging Uses		AG	OL	OM	LC	CS	CG	DC	RTC	IL	IM
Hotel						P	P	P	P	P	
Motel						S	S				
Short-Term Rental	16-5-6(B)	C						C	C		
Eating/Drinking Uses		AG	OL	OM	LC	CS	CG	DC	RTC	IL	IM
Bar/Tavern							P	P	P		
Brewery/Winery/Distillery, micro					S	P	P	P	P	P	
Brewery/Winery/Distillery, tasting room					S	P	P	P	P		
Coffee/Tea Shop	16-5-7(A)		P	P	P	P	P	P	P	P	
Food Truck Court	16-5-7(B)				S	S	S		S		
Restaurant, delivery/carry out only					S	P	P	S	S		
Restaurant, fast casual					P	P	P	P	P		
Restaurant, sit down					P	P	P	P	P		
Entertainment Uses		AG	OL	OM	LC	CS	CG	DC	RTC	IL	IM
Archery/Gun Range		S					S				
General Entertainment, indoor, less than 10,000 sqft	16-5-8(A)	S			P	P	P	P	P		
General Entertainment, indoor, 10,000 sqft—49,999 sqft	16-5-8(B)	S			S	P	P	S	P		
General Entertainment, indoor, more than 50,000 sqft	16-5-8(C)	S				P	P	S	S		
General Entertainment, outdoor	16-5-8(D)	S				S	S		S		
Vehicle Related Uses		AG	OL	OM	LC	CS	CG	DC	RTC	IL	IM
Autobody Repair						S	S			P	P
Car Wash	16-5-9(A)					S	P				
Fuel Sales	16-5-9(B)					P	P			P	P
Gas Station With Mini-Mart						P	P			P	P
Service Station						P	P				
Trucking Establishment	16-5-9(C)									S	S
Vehicle Sales and Rental							S				

Industrial Uses		AG	OL	OM	LC	CS	CG	DC	RTC	IL	IM
Brewery/Winery/Distillery						S	S			P	P
Laboratory				S						P	P
Manufacturing, Artisan						S	S	S	S	P	P
Manufacturing, Heavy											P
Manufacturing, Light										P	P
Mining and Mineral Processing and Oil and Gas	Municipal Code	S								S	S
Warehouse, distribution										P	P
Warehouse, office	16-5-10(A)			S			S			P	P
Warehouse, storage										P	P
Medical Marijuana Uses		AG	OL	OM	LC	CS	CG	DC	RTC	IL	IM
Medical Marijuana Commercial Grower	16-5-11(A)	P					S			P	P
Medical Marijuana Education Facility	16-5-11(A)	S	P	P			S			P	P
Medical Marijuana Dispensary	16-5-11(A)				P	P	P	S	S	S	S
Medical Marijuana Research Facility	16-5-11(A)						S			P	P
Medical Marijuana Testing Laboratory	16-5-11(A)						S			P	P
Medical Marijuana Processing Facility, Heavy	16-5-11(A)										P
Medical Marijuana Processing Facility, Light	16-5-11(A)						S			P	P
Accessory Uses		AG	OL	OM	LC	CS	CG	DC	RTC	IL	IM
Accessory Building	16-5-12(A)	P	P	P	P	P	P	P	P	P	P
Accessory Dwelling	16-5-12(B)	P									
Accessory Retail	16-5-12(C)	P						P		P	
Accessory Structure	16-5-12(D)	P	P	P	P	P	P	P	P	P	P
Donation Drop Box	16-5-12(E)					P	P				
Drive Through	16-5-12(F)					P	P		P		
Home Based Business	16-5-12(H)	C	C	C	C	C	C	C	C		
Outdoor Activity/Operation, permanent	16-5-12(I)					S	S			SE	P
Outdoor Display/Sale of Merchandise, permanent	16-5-12(J)					S	S	S	S		
Outdoor Storage, permanent	16-5-12(K)									SE	P
Solar Energy Collection System, canopy	16-5-12(L)	P	P	P	P	P	P	P	P	P	P
Solar Energy Collection System, ground	16-5-12(M)	P	P	P	P	P	P	P	P	P	P
Solar Energy Collection System, roof	16-5-12(N)	P	P	P	P	P	P	P	P	P	P
Temporary Uses		AG	OL	OM	LC	CS	CG	DC	RTC	IL	IM
Carnival/Fair		T				T	T	T			
Construction Related		T	T	T	T	T	T	T	T	T	T
Farmers Market		T			T	T	T	T	T		
Flea Market						T	T	T			
Food Truck	16-5-13(A)				T	T	T		T		
Outdoor Dining	16-5-13(B)	T	T	T	T	T	T	T	T		
Outdoor Activity/Operation, temporary		T				T	T	T	T	T	T
Outdoor Display/Sale of Merchandise, temporary	16-5-13(C)	T				T	T	T	T		

Outdoor Storage, temporary										T	T
Seasonal Sales	16-5-13(E)	T			T	T	T	T	T		

Attachment “C”

Table 16-4-2(L) DT Overlay District Permitted, Conditional, Special Exception, and Specific Uses		
Use	Additional Regulation	DT
Residential Uses		DT
Duplex	16-5-2(A)	P
Residential, above ground floor		P
Multifamily Building, 8 units or more	16-5-2(C)	S
Multifamily Building, less than 8 units	16-5-2(C)	S
Senior Housing, dependent		S
Senior Housing, independent		S
Single-Family Detached		P
Townhome	16-5-2(E)	P
Institutional Uses		DT
Government Uses, indoor		P
Retail Uses		DT
General Retail, less than 5,000 sq ft	16-5-4(B)	C
Service Uses		DT
General Service, less than 5,000 sq ft	16-5-5(C)	C
Medical/Dental Office		C
Professional Office		C
Lodging Uses		DT
Short-Term Rental	16-5-6(B)	C
Eating/Drinking Uses		DT
Brewery/Winery/Distillery, tasting room		C
Coffee/Tea Shop		C
Restaurant, fast casual		C
Restaurant, sit-down		C
Entertainment Uses		DT
General Entertainment, indoor, less than 5,000 sq ft	16-5-8(A)	C
Accessory Uses		DT
Accessory Building	16-5-12(A)	P
Accessory Dwelling	16-5-12(B)	P
Accessory Structure	16-5-12(D)	P
Home Based Business	16-5-12(H)	P
Solar Energy Collection System, ground	16-5-12(M)	P
Solar Energy Collection System, roof	16-5-12(N)	P
Temporary Uses		DT
Construction Related		T
Outdoor Dining	16-5-13(B)	T

Attachment “D”

Table 16-7-4: Permitted Sign Types by District												
Sign Type	District											
	R Districts	AG	OL	OM	LC	CS	CG	DC	DT	RTC	IL	IM
Permanent Signs												
Wall Sign	P (1)	P (1)	P	P	P	P	P	P	P	P	P	P
Single-Tenant Monument Sign	P (1)(2)	P (1)	P	P	P	P	P			P	P	P
Multi-Tenant Monument Sign			P	P	P	P	P			P	P	P
Post Sign, Permanent								P	P			
Pole/Pylon Sign						P (3)	P (3)				P (3)	P (3)
Awning/Canopy Sign	P (1)	P (1)	P	P	P	P	P	P	P	P	P	P
Blade Sign			P	P	P	P	P	P	P	P	P	P
Window Sign, Permanent			P	P	P	P	P	P	P	P	P	P
Billboard Sign						P (3)	P (3)				P (3)	P (3)
Temporary Signs												
Wall-Mounted Banner Sign	P (1)	P (1)	P	P	P	P	P	P	P	P	P	P
Ground-Mounted Banner Sign	P (1)	P (1)	P	P	P	P	P			P	P	P
Feather Sign						P	P				P	P
Window Sign, Temporary			P	P	P	P	P	P	P	P	P	P
Post Sign, Temporary	A	A	A	A	A	A	A	A	A	A	A	A
Yard Sign	A	A	A	A	A	A	A				A	A
Notes:												
(1) Sign shall be permitted for nonresidential, mixed use, or multifamily developments only.												
(2) Sign shall be permitted at entryways or gateways to subdivisions or neighborhoods only.												
(3) Sign shall be permitted within 300 feet of United States Federal Highways, Federal Interstate Highways, State of Oklahoma Highways, U.S. or State Toll ways or Turnpikes only.												

Attachment "E"

Article 11. Definitions**Sec. 16-11-1. "A" Definitions.**

Abutting. In the context of a screening or enclosure requirement, abutting shall mean contiguous or separated there from only by a non-arterial street. In other instances, abutting shall mean contiguous.

Accessory Dwelling Unit means a small, independent residential dwelling unit located on the same lot as a stand-alone principal dwelling unit. Accessory dwelling units may be located as a partitioned area within the principal dwelling, as a building attached to a principal dwelling unit, or as an accessory building detached from the principal building.

Accessory Building means a subordinate building attached to or detached from but located on the same lot as a principal building or use. Accessory buildings shall have a permanent foundation and include garages, pools, and storage sheds.

Accessory Structure means a subordinate structure attached to or detached from but located on the same lot as a principal building or use. Accessory structures shall not have permanent foundations and include decks, fences, gazebos, and typical sheds.

Accessory Use means a use on the same lot with, and a nature customarily incidental and subordinate to, the principal use or structure.

Adult Use means any facility that provides goods or services or is otherwise oriented to the display of materials characterized as sexual or adult in nature, such as videos, movies, slides, photos, books, or magazines; or actual persons displaying and/or touching sexually specified areas. Examples include adult bookstores, adult entertainment cabarets, adult entertainment centers, adult gift shops, and adult movie theaters.

Agriculture means the use of land for agricultural purposes, including farming (includes ownership of chickens, rabbits, doves, bees, etc.), dairying, pasturage (subject to animal size and acreage required by Jenks City Code), apiculture, aquaculture, horticulture, floriculture, viticulture, and animal and poultry husbandry and the necessary accessory uses for packing, treating, or storing the produce, provided, however, that the operation of any such accessory uses shall be secondary to that of the normal agricultural activities.

Agriculture, Passive means any primary production activity be it plant or animal based where the natural environment is not significantly altered or degraded. The land may be fenced and watering points provided but not otherwise altered;

Agriculture, Commercial Outdoor shall mean but is not limited to ranching and farming, crop production, riding stables, , sod farming, horticulture nursery, and support activities for agriculture.

Agriculture, Commercial Indoor shall include but is not limited to animal production, aquaculture, , crop production, , greenhouse.

Alley means a permanent public way providing a secondary means of access for service and emergency vehicles, and not intended for general traffic circulation.

Alluvial Fan Flooding means flooding occurring on the surface of an alluvial fan or similar landform which originates at the apex and is characterized by high-velocity flows; active processes of erosion, sediment transport, and deposition; and unpredictable flow paths.

All-Weather Material means a hard surface dust free material (asphalt/cement) capable, during ordinary use, of withstanding without substantial deterioration, normal weather conditions.

Apex means a point on an alluvial fan or similar landform below which the flow path of the major stream that formed the fan becomes unpredictable and alluvial fan flooding can occur.

Area of Shallow Flooding means a designated AO, AH, or VO zone on a community's Flood Insurance Rate Map (FIRM) with a one percent chance or greater annual chance of flooding to an average depth of one to three feet where a clearly defined channel does not exist, where the path of flooding is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

Area of Special Flood Hazard means the land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year. The area may be designated as Zone A on the Flood Hazard Boundary Map (FHBM). After detailed ratemaking has been completed in preparation for publication of the FIRM, Zone A usually is refined into Zones A, AE, AH, AO, A199, VO, V130, VE or V.

Arterial means a street designated on the Major Street Plan as a primary arterial or secondary arterial.

Automobile means a self-propelled mechanical vehicle designed for use on streets and highways for the conveyance of goods and people, including, but not limited to, the following: passenger cars, trucks, buses, motor scooters, and motorcycles.

Sec. 16-11-2. "B" Definitions.

Bar/Tavern means a commercial establishment open to the general public which sells and serves alcoholic beverages for consumption on the premises but not produced on the premises and where prepared or packaged foods may be available for consumption on the premises.

Base Flood means the flood having a one percent chance of being equaled or exceeded in any given year.

Base Flood Elevation means the elevation above mean sea level of the base flood.

Basement means any area of the building having its floor subgrade (below ground level) on all sides

Block means a tract of land intended for urban purposes that had definite boundaries formed by being surrounded by such features or combinations of features as public streets, railroad right-of-way, parks, drainage channels or waterways.

Board means the Oklahoma Water Resources Board.

Board of Adjustment means the Board of Adjustment of the City of Jenks, Oklahoma.

Bond means any type of security including cash deposit, surety bond, collateral, property, or instrument of credit in an amount and form satisfactory to the governing body as a surety for performance or maintenance.

Brewery/Winery/Distillery, Micro means a small establishment primarily engaged in brewing fermented malt beverages including beer, ale, malt liquors, and nonalcoholic beer (brewery), manufacturing and bottling wine on the premises (winery), or manufacturing, by distillation, intoxicating spirits on the premises (distillery).

Brewery/Winery/Distillery, Tasting Room means a brewery, microbrewery, winery or distillery in which customers may sample, purchase and consume wine, beer or spirits on the premises.

Building means a structure which is permanently affixed to the land, and has one or more floors and a roof, and is bounded by either another building with a common party wall, open air, or the lot lines of a lot.

Building Coverage means the percentage of the lot area covered by the building. The building area shall include all overhanging roofs.

Building, Main means a building in which is conducted the principal use of the lot on which it is situated. In any residential district any dwelling shall be deemed to be a main building on the lot on which it is situated.

Building Setback means the horizontal distance, from the point of measurement, such as the centerline of an abutting street or the boundary line of an abutting zoning district to the nearest building wall.

Building Site means a single parcel of land occupied or intended to be occupied by a building or structure.

Sec. 16-11-3. "C" Definitions.

Carport means a permanent roofed structure permanently open on at least two sides, designed for or occupied by private passenger vehicles.

Check Cashing/Pay Day Loan Store means an establishment that provides to the customer an amount of money that is equal to the face value of the check, warrant, draft, money order or other commercial paper securing the same purpose, or the amount specified in the written authorization for an electronic transfer of money, less any fee charged for the transaction, whereby the check casher refrains from depositing a personal check written by a customer until a specific date. Such establishments may also engage in money transfers, payday advances and issuance of money orders. This use shall not include a state or federally chartered bank, savings association, credit union, industrial loan association, or rental-purchase company and shall not include a retail seller engaged primarily in the business of selling consumer goods, including consumables, to retail buyers that cashes checks or issues money orders for a nominal flat fee as a service to its customers incidental to the main use of the establishment.

Child Care means a service that provides for the care, health, safety, supervision, or guidance of a child's social, emotional, and educational growth on a regular basis.

City Council means the Mayor and City Council of the City of Jenks, Oklahoma.

City Council means the legislative body of the City of Jenks, Oklahoma.

City Engineer or Engineer means the engineer for the City of Jenks, Oklahoma.

Cluster Development means a subdivision in which the lot sizes are reduced below those normally required in the zoning district in which the development is located, in return for the provision of permanent open space or conservation of valuable natural features.

Coffee/Tea Shop means an informal eatery primarily offering coffee, tea, and other beverages, and where light refreshments and limited menu meals including sandwiches and baked goods but not alcoholic beverages may be sold for on- or off-premises consumption.

Commercial Animal Boarding means a facility providing short-term and/or long-term boarding for dogs, cats and other household pets. Examples of this land use include commercial kennels and dog daycares.

Community Garden means a site where any kind of plant, including flowers, is grown, and several individuals or households cultivate the site. The site may be divided into individual allotments, or gardeners may work together to cultivate the entire property. The land may be publicly or privately owned. The plants are grown for personal use by the gardeners or for donation.

Comprehensive Plan means the plan adopted by the City Council for the purpose of bringing about an orderly, coordinated physical development, as contemplated by Title 11 O.S. § 43-103.

Construction Related Use means contractors' office or trailer and equipment shed(s) when accessory to a construction project, provided that no such use will contain any sleeping or cooking accommodations and is strictly limited to a period not to exceed the duration of the active construction phase of the associated project.

Convenience Store means store with less than 5,000 square feet of gross floor area primarily engaged in the retail sale of a limited range of household products including, but not limited to, dry goods, canned goods, dairy and other food products, and may include the off-sale of beer or wine.

Copy Area means the net geometric area enclosed by the smallest rectangles encompassing the outer extremities of all letters, figures, characters, and delineations contained in the sign.

Critical Feature means an integral and readily identifiable part of a flood protection system, without which the flood protection provided by the entire system would be compromised.

Curb Level means the mean level of the established curb at the frontage of a lot. Where no curb has been established, the City Engineer shall establish such level or its equivalent for the purposes of this zoning code.

Sec. 16-11-4. "D" Definitions.

Dedication means to set apart a portion of the area of a subdivision to a specific use(s) or to the public or to a specific group.

Density, Gross means the numerical value obtained by dividing the total number of dwelling units in a development by the gross area of the tract of land (in acres) within a development. This includes all nonresidential land uses and private streets, as well as rights-of-way of dedicated streets.

Development means any manmade change in improved and unimproved real estate, including, but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials.

Development Sensitive Area means an area which during the development process may require special treatment. Included are woodlands, flood hazard areas, areas with excessive slope, those and other areas poorly suited for structures and maintenance of public infrastructure.

Disabled means when a person has a physical or mental impairment which substantially limits one or more of such person's major life activities. This includes caring for oneself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating, and working.

Disability means a person, with a physical or mental impairment that substantially limits one or more of such person's major life activities, a record of having such an impairment, or being regarded as having such an impairment; but does not include a person engaged in the current illegal use of, or addiction to, any federally-controlled substance, as defined in Section 102 of the Controlled Substances Act, 21 U.S.C. § 802.

Display Surface means the surface of a sign upon, against, or through which the message is displayed or illustrated.

Display Surface Area means the net geometric area enclosed by the display surface of the sign, including the outer extremities of all letters, figures, characters and delineations, but not including the structural supports for free-standing signs if said structural supports are not arranged to become a part of the attention attracting aspects of the sign, provided, that as applied to wall or canopy signs having a non-illuminated background, display surface area shall mean "copy area."

District, Zoning means any section or sections of the City of Jenks for which regulations governing the use of buildings and premises or the height and area of buildings are uniform.

Drive Through means an establishment that dispenses products or services to patrons who remain in vehicles.

Dwelling means a building or structure used in whole or in part for human habitation.

Duplex means a building containing two dwelling units designed for occupancy by not more than two families.

Dwelling Unit means a room or group of rooms arranged, intended or designed as a habitable unit, containing kitchen, bath, and sleeping facilities.

Sec. 16-11-5. "E" Definitions.

Easement means authorization by a property owner for the use by another, and for a specific purpose, of any designated part of his property.

Elevated Building means a non-basement building.

- (1) Built, in the case of a building in Zones A130, AE, A, A99, AO, AH, B, C, X, and D, to have the top of the elevated floor, or in the case of a building in Zones V130, VE, or V, to have the bottom of the lowest

horizontal structure member of the elevated floor elevated above the ground level by means of pilings, columns (posts and piers), or shear walls parallel to the floor of the water and

- (2) Adequately anchored so as not to impair the structural integrity of the building during a flood of up to the magnitude of the base flood. In the case of Zones A130, AE, A, A99, AO, AH, B, C, X, and D, "elevated building" also includes a building elevated by means of fill or solid foundation perimeter walls with openings sufficient to facilitate the unimpeded movement of flood waters. In the case of Zones V130, VE, or V, the term "elevated building" also includes a building otherwise meeting the definition of "elevated building," even though the lower area is enclosed by means of breakaway walls if the breakaway walls met the standards of Section 60.3(e)(5) of the National Flood Insurance Program regulations.

Existing Construction means, for the purposes of determining rates, structures for which the "start of construction" commenced before the effective date of the FIRM or before January 1, 1975, for FIRMs effective before that date. The term "existing construction" may also be referred to as "existing structures."

Existing Manufactured Home Park or Subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain management regulations adopted by a community.

Expansion to an Existing Manufactured Home Park or Subdivision means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

Sec. 16-11-6. "F" Definitions.

Family means (a) any number of people living together in a dwelling unit who are related by blood, marriage, adoption, or other legal relationship; or (b) one to ~~four~~ (4) unrelated people living together in a dwelling unit.

Flood or Flooding means a general and temporary condition of partial or complete inundation of normally dry land areas from:

- (1) The overflow of inland or tidal waters.
- (2) The unusual and rapid accumulation or runoff of surface waters from any source.

Flood Hazard Areas means the land area adjoining a floodway which is not reasonably required to carry and discharge the floodwater of the 100-year frequency flood but which would be inundated by the floodwater of the 100-year frequency flood based upon full urbanization of the watershed.

Flood Insurance Rate Map (FIRM) means an official map of a community, on which the Federal Emergency Management Agency has delineated both the areas of special flood hazards and the risk premium zones applicable to the community.

Flood Insurance Study means the official report provided by the Federal Emergency Management Agency. The report contains flood profiles, water surface elevation of the base flood, as well as the Flood Boundary-Floodway Map.

Flood Protection System means those physical structural works for which funds have been authorized, appropriated, and expended and which have been constructed specifically to modify flooding in order to reduce the extent of the areas within a community subject to a "special flood hazard" and the extent of the depths of associated flooding. Such a system typically includes hurricane tidal barriers, dams, reservoirs, levees or dikes. These specialized flood modifying works are those constructed in conformance with sound engineering standards.

Floodplain means the area adjoining the channel of a river, creek, stream or watercourse, or a lake or any other body of standing water which may from time to time be covered by floodwater.

Floodway means the channel of a watercourse or drainage way and those portions of the adjoining floodplain which are reasonably required to carry and discharge the floodwater of the 100-year frequency flood as predicted by the City Engineer, or as predicted by the U.S. Corps of Engineers and confirmed by the City Engineer.

Floodway Fringe means those portions of the floodplain which are not reasonably required to carry and discharge the floodwater of the 100-year frequency flood as predicted by the City Engineer, or as predicted by the U.S. Corps of Engineers and confirmed by the City Engineer.

Floodplain Administrator means a person accredited by the Board and designated by a floodplain board or community to administer and implement laws and regulations relating to floodplain management.

Floodplain Management means the operation of an overall program of corrective and preventive measures for reducing flood damage, including, but not limited to, emergency preparedness plans, flood control works and floodplain management regulations.

Floodplain Management Regulations means zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as a floodplain ordinance, grading ordinance and erosion control ordinance) and other applications of police power. The term describes such state or local regulations, in any combination thereof, which provide standards for the purpose of flood damage prevention and reduction.

Floodproofing means any combination of structural and nonstructural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.

Floodway means the channel of a watercourse or drainage way and those portions of the adjoining floodplain which are reasonably required to carry and discharge the floodwater of the 100-year frequency flood as predicted by the City Engineer, or as predicted by the U.S. Corps of Engineers and confirmed by the City Engineer.

Floor Area means the sum of the gross horizontal areas of the several floors, including basements, of a building measured from the exterior faces of the exterior walls or from the centerline of walls separating two buildings. Provided that for the purpose of the determining compliance with the permitted floor area, of enclosed required off-street parking areas shall not be included.

Floor Area Ratio means the floor area of a building or buildings on a lot divided by the lot area.

Front Elevation means the exterior portion of a dwelling that primarily faces the street and contains the primary entrance to the dwelling.

Food Truck means a motorized vehicle or trailer, equipped to cook, prepare, serve, and/or sell food.

Food Truck Park means a permanently established area designed to accommodate multiple food trucks and offering food and/or beverages for sale to the public as the main use of the property and functioning as a single business.

Fuel Sales means any area of land, including structure thereon, that is used for the retail sales of gasoline or fuel oils.

Functionally Dependent Use means a use, which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, but does not include long-term storage or related manufacturing facilities.

Sec. 16-11-7. "G" Definitions.

Garage/Estate Sale means all general sales of goods open to the public, conducted from a residential premises including, but not limited to, all sales entitled "garage," "lawn," "yard," "attic," "porch," "room," "backyard," "patio," "flea market," "rummage," "estate," or "moving" sale.

Gas Station With Mini-Mart means an establishment that sells gasoline for motor vehicles in conjunction with a "convenience store."

General Entertainment, Indoor means a commercial facility providing athletic or amusement services such as yoga, game courts, exercise equipment, locker rooms, training studios, saunas, pro shop, laser tag, miniature golf, skating rink, arcade, escape room, bowling alley, movie theater, trampoline park, or bounce houses.

General Entertainment, Outdoor means a commercial facility providing outdoor athletic or amusement services such as game courts, golf driving range, miniature golf, skating rink, or amphitheater.

General Retail means a facility in which the retail sale of products to the general public are offered, sometimes with provision of related services.

General Services means an establishment primarily engaged in rendering services to individuals and business establishments which services cannot be categorized into one of the other defined service use categories in this title. The services are typically provided without the retail sale of products or which such product sales are incidental to the service-driven purposes of the establishment, such as a beauty salon, day spa, medical massage establishment, or barber shop.

Government Uses, Indoor means an indoor facility owned, operated, or occupied by a governmental agency to provide a governmental service to the public, such as City Hall.

Government Uses, Outdoor means an outdoor facility owned, operated, or occupied by a governmental agency to provide a governmental service to the public, such as a water tower or public works yard.

Grade means the slope of a street, drainage facility, sanitary sewer, etc., specified in percent of vertical to horizontal measurements.

Gross Floor Area means the total enclosed floor area of all floors of a building measured from the exterior faces of exterior walls and from the center line of walls separating buildings, including basements, lobbies, common area, storage areas, stairwells, equipment room and other fully enclosed spaces of the building. Gross floor area does not include non-enclosed areas like plazas, loading docks, covered parking areas, balconies, and the like. Gross floor area may be abbreviated GFA in this UDO.

Group Living Arrangement means a group living or congregate living arrangement where groups of more than four unrelated persons live together in a single dwelling, including, but not limited to, an assisted living facility, senior housing, boarding house, congregate living facility, protected living facility, residential treatment center, residential care facility, transitional living center, residential facility for persons with a disability, boarding school, dormitory, student housing, fraternity, club, institutional group, halfway house, convent, monastery, or other similar group living or congregate living arrangement of unrelated persons. A Group Living Arrangement does not include clinics, medical or dental; hospital(s), or hospital/clinic.

Sec. 16-11-8. "H" Definitions.

Height, Building means the vertical distance measured from the ground floor elevation to the top of the highest top plate.

Height, Sign means the vertical distance measured from the curb level to the highest point of the sign.

Highest Adjacent Grade means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

Historic Structure means any structure that is:

- (1) Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register,
- (2) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district,

- (3) Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of Interior; or
- (4) Individually listed on a local inventory or historic places in communities with historic preservation programs that have been certified either:
 - (a) By an approved state program as determined by the Secretary of the Interior, or
 - (b) Directly by the Secretary of the Interior in states without approved programs.

Home Based Childcare means a childcare operation operated from a from within a residential premises by resident occupants, which is customarily incidental to the principal use of the premises.

Home Based Business means any occupation for financial gain or support conducted entirely within a residential premises by resident occupants, which is customarily incidental to the principal use of the premises. Home occupation shall not include the performance of a regular job function remotely from the place of the employer's physical location.

Home Owners Association means an incorporated, non-profit organization operating under recorded land agreements through which:

- (1) Each lot and/or homeowner in a Planned Unit Development or other described land area is automatically a member,
- (2) Each lot is automatically subject to a charge for a proportionate share of the expenses for the organization's activities, such as maintaining a common property, and
- (3) The charge, if unpaid, becomes a lien against the property.

Hospital means an institution providing health, medical and surgical facilities, for diagnostic, mental, and medical treatment (both surgical and nonsurgical) to inpatients with any of a wide variety of medical conditions. These establishments maintain inpatient beds, provide patients with food services and an organized staff of physicians and other medical personnel to provide patient care services. These establishments commonly provide other services, such as outpatient, diagnostic, clinical laboratory, and pharmacy services.

Hotel means a building or group of buildings under one ownership containing six or more sleeping rooms occupied, intended or designed to be occupied as the more or less temporary abiding place of persons who are lodged with or without meals for compensation, but not including an auto or trailer court or camp, sanatorium, hospital, asylum, orphanage or building where persons are housed under restraint.

Sec. 16-11-9. "I" Definitions.

Impervious Surface Coverage means that portion of a lot that is covered by hard surfaces that impede infiltration of rainfall into the underlying soil profile, including all paved surfaces and principal and accessory buildings and structures.

Institutional Use includes a variety of public, public/private, and nonprofit uses typically providing a range of public services, including places of worship, nonprofit cultural centers, and charitable organizations.

Sec. 16-11-10. "J" Definitions.

Reserved.

(Ord. No. 1581 , § II, 4-5-2022)

Sec. 16-11-11. "K" Definitions.

Kennel means any lot or premises on which five or more dogs and/or cats or combination thereof, more than six months of age are kept.

(Ord. No. 1581 , § II, 4-5-2022)

Sec. 16-11-12. "L" Definitions.

Land Area means the area of a lot plus one-half or 30 feet, whichever is less, of the right-of-way of any abutting street of which the lot has access.

Levee means a manmade structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control, or divert the flow of water so as to provide protection from temporary flooding.

Levee System means a flood protection system, which consists of a levee, or levees, and associated structures, such as closure, and drainage devices, which are constructed and operated in accordance with sound engineering practices.

Livability Space means the open space of a lot which is not allocated to or used for off-street parking or loading areas or for paved access to the off-street parking or loading area.

Loading Berth, Off-Street means a space of at least ten feet in width and 30 feet in length and having a vertical clearance of at least 14 feet, designed and located on a lot for the temporary parking of commercial vehicles while loading or unloading merchandise or materials.

Lot means any plot of land occupied or intended to be occupied by one building or a group of buildings, and accessory buildings and uses, including such open spaces as required by this chapter and other laws or ordinances, and having its principal frontage on a street and complying with the definition of a lot of record.

Lot Area means the total horizontal area included within the lot lines of a lot.

Lot, Corner means a lot of which at least two adjacent sides abut for their full lengths on a street.

Lot, Depth means the average distance from the street line of the lot to its rear line, measured in the general direction of the sidelines of the lot.

Lot, Double Frontage means a lot having a frontage on two nonintersecting streets, as distinguished from a corner lot.

Lot Frontage or Frontage means that part of a lot abutting a street to which access is available from said lot.

Lot, Interior means a lot other than a corner lot.

Lot Line means any boundary of a lot.

Lot Line, Front means the boundary of a lot which abuts a public street. Where the lot abuts more than one street, the owner may select the front lot line.

Lot Line, Rear means the boundary of a lot which is not distant from and most nearly parallel to the front lot line.

Lot Line, Side means any boundary of a lot which is not a front lot line or a rear lot line.

Lot of Record means a unit of land created as follows:

- (1) A lot in an existing, duly recorded subdivision,
- (2) A parcel in an existing, duly recorded land partition,
- (3) An existing unit of land for which a survey has been duly filed which conformed to all applicable regulations at the time of filing,
- (4) Any unit of land created prior to zoning and partitioning regulations (September 28, 1972) by deed or metes and bounds description, and recorded with the Tulsa County Clerk, and
- (5) Lots within the Jenks Original Town Site Subdivision, wherein all lots are 25 feet wide, it is recognized that any development or use that incorporates two or more contiguous lots, and those lots are under the same ownership, then all lots under that use shall be considered a single lot of record.

Lot Split means any subdivision or resubdivision containing three or fewer lots fronting on an existing public street, not involving any new street, and not adversely affecting the remainder of the parcel of adjoining property, and not in conflict with any provision of the comprehensive plan, zoning ordinance, building code, or other officially adopted plans, policies or regulations.

Lot Width means the average horizontal distance between the side lot lines.

Lowest Floor means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, usable solely for parking or vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor, provided that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirement of Section 60.3 of the National Flood Insurance Program regulations.

(Ord. No. 1581 , § II, 4-5-2022)

Sec. 16-11-13. "M" Definitions.

Major Street and Highway Plan means the Jenks Major Street and Highway Plan, a portion of the Jenks Comprehensive Plan, 1978-2000, adopted by the Mayor and Jenks City Council by Resolution No. 27 on December 28, 1978, or as it may hereafter be amended by Resolution.

Manufactured Home means a structure transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities. The term "manufactured home" does not include a "recreational vehicle."

Manufactured Home Park or Subdivision means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

Manufacturing, Artisan means small-scale businesses that produce artisan goods or specialty foods, primarily for direct sales to consumers, such as artisan leather, glass, wood, paper, ceramic, textile and yarn products, specialty foods and baked goods. This land use includes the design, processing, fabrication, assembly, treatment and packaging of products, as well as the incidental storage, sales and distribution of such products. Artisan manufacturing shall not include combustible processes.

Manufacturing, Heavy means the manufacturing of finished products or parts, including processing, fabrication, assembly, treatment, and packaging of such products, and incidental storage, sales, and distribution of such products which have the potential to generate noise, dust, glare, or vibration outside the building in which it is contained and may include combustible processes.

Manufacturing, Light means the manufacturing of finished products or parts, including processing, fabrication, assembly, treatment, and packaging of such products, and incidental storage, sales, and distribution of such products, provided all manufacturing activities are contained entirely within a building and noise, odor, smoke, heat, glare, and vibration resulting from the manufacturing activity are confined entirely within the building. Light manufacturing shall not include combustible processes.

Mature Tree Stands means a contiguous grouping of mature trees, in which the majority of the trees have a diameter of ten inches or more measured 24 inches above existing grade.

Mean Elevation means the mean elevation between the highest and lowest ground elevations at the building wall.

Mean Sea Level means for purposes of the National Flood Insurance Program, the National Geodetic Vertical Datum (NGVD) of 1929 or other datum, to which base flood elevations shown on a community's Flood Insurance Rate Map are referenced.

Medical/Dental Office means a facility for the examination and treatment of ill and afflicted human outpatients; provided, however, that patients not limited to dental and doctors' offices.

Medical Marijuana Production, means the use of land or structures for the purpose of growing, processing, packaging, testing, destroying, storing and/or shipping of marijuana used for medical purposes as authorized by OMMA and regulated by the City of Jenks.

Medical Marijuana Processing Facility, Heavy means a facility used to prepare marijuana or related byproducts for consumption for medical use including drying, cleaning, curing, packaging, or the extraction of active ingredients, and that involves combustible products or processes.

Medical Marijuana Processing Facility, Light means a facility used to prepare marijuana or related byproducts for consumption for medical use including drying, cleaning, curing, packaging, or the extraction of active ingredients, and that does not involve combustible products or processes.

Metal Unit means any building with frames and/or exterior cladding comprised primarily of steel or another metal.

Mobile Unit means a structure transportable in one or more sections suitable for year-round single-family occupancy.

Monuments means permanent markers properly located as required in these regulations for the location and identification on the site of reference points in the subdivision, such as, but not limited to, corners of the subdivision, corners of the blocks, radius points for street curvature, etc.

Multitenant Shopping Center means a group of multiple commercial establishments planned, constructed, and managed as a single site.

(Ord. No. 1581 , § II, 4-5-2022)

Sec. 16-11-14. "N" Definitions.

NACTO Standards means any standard or design guideline related to the design of transportation facilities published by the National Association of City Transportation Officials.

NA means Not Applicable.

Nameplate means a sign, attached flush against a building, identifying the name of the building or the name of the occupant thereof.

NEC means Not Elsewhere Classified.

New Construction means, for the purpose of determining insurance rates, structures for which the "start of construction" commenced on or after the effective date of an initial FIRM or after December 31, 1974, whichever is later, and includes any subsequent improvements to such structures. For floodplain management purposes, "new construction" means structures for which the "start of construction" commenced on or after the effective date of a floodplain management regulation adopted by a community and includes any subsequent improvements to such structures.

New Manufactured Home Park or Subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain management regulations adopted by a community.

Nonconformance means a lawful condition of a structure or land which does not conform to the regulations of the district in which it is situated. This may include, but is not limited to, failure to conform use, height, area, coverage or off-street parking requirements.

(Ord. No. 1581 , § II, 4-5-2022)

Sec. 16-11-15. "O" Definitions.

Offsite Improvements means any utility, structure, or modification of topography located outside the property to be subdivided.

One Hundred Year-Frequency Flood means a flood having an average frequency of occurrence once in 100 years, although the flood may occur in any year, based on statistical analyses of stream flow records available for the watershed and analyses of rainfall and runoff characteristics in the general region of the watershed, as predicted by the City Engineer, or as determined by the U.S. Corps of Engineers and confirmed by the City Engineer or as determined by a registered professional engineer and certified by the City Engineer.

Outdoor Activity/Operation means the subordinate use of a zoning lot for sustained and continuous outdoor use customarily incidental to the primary use of the zoning lot.

Outdoor Dining means use of an adjacent, outside area by a food or beverage establishment with a liquor license for on-premises consumption, for the same eating and drinking activities that occur within the establishment including, without limitation, the service and consumption of alcoholic beverages.

Outdoor Display of Merchandise means the display and/or sale of merchandise or equipment outside of an enclosed building by the occupant of the primary building of the lot.

Outdoor Storage means storage of materials, supplies, goods or manufactured products, equipment, machinery, vehicles, pallets, or other items outside of an enclosed building.

Outline Lighting means an arrangement of incandescent lamps or electric discharge tubing that outlines or calls attention to certain features of a building or sign including, but not limited to, its shape.

(Ord. No. 1581 , § II, 4-5-2022)

Sec. 16-11-16. "P" Definitions.

Park means a place, other than grounds of a private dwelling that is provided by the public or members of a community for recreation.

Parking Space, Off-Street means a space on a lot intended and reserved for the parking of an automobile. Such space to be of at least ten feet in width by 22 feet in length, together with a driveway connecting the space with a street or alley and permitting safe ingress or egress of an automobile.

Pawn Shop means an establishment primarily engaged in the business of lending money on the deposit or pledge of any article or jewelry, or purchasing any article or jewelry with an expressed or implied agreement or understanding to sell it back at a subsequent time at a stipulated price.

Personal Storage means a building containing small, partitioned storage spaces, which are separately and individually rented or leased to businesses or private individuals for the storage of goods or merchandise, but excluding commercial warehousing. Climate controlled or refrigerated facilities, and luxury garages or recreational vehicle garages shall be included.

Place of Assembly means a building or outdoor area, together with its accessory buildings and uses, wherein individuals or groups of people gather for an attraction or service, such as, but not limited to, community centers, fraternal or civic organizations, lodges, libraries, museums, municipal buildings, auditoriums, or religious institutions. While a private home may host an activity, such as a prayer group or meeting, it shall not be covered by this definition unless the home is maintained and managed by the assembly body.

Planned Unit Development means a discretionary type of development for a tract of land under single ownership or control, based upon approved development plan permitting flexibility of principal land uses, lot size, and accessory uses not otherwise available under conventional development standards.

Planning Commission means the City of Jenks, Oklahoma Planning Commission.

Plans, Construction means the maps or drawings prepared by a registered professional engineer accompanying a subdivision plat and showing the specific location and design of improvements to be installed in the subdivision in accordance with the requirements of the City Engineer and the Planning Commission as a condition of the approval of the plat.

Plan, Development means drawings of proposed construction and subdivision of land submitted by the subdivider or developer to the City of Jenks.

Plat, Preliminary means the preliminary drawing or drawings, described in these regulations, indicating the proposed manner or layout of the subdivision to be submitted to the Planning Commission for approval.

Plat, Final means drawing(s) described in these regulations based on a preliminary plat with revision, if any, to be submitted to the Planning Commission and City Council for approval or approval with revisions.

Plat, Record means a map of land subdivision prepared in a form suitable for filing of record with necessary affidavits, dedications and acceptances, covenants, if any, and with complete bearings, angles, and dimensions of all lines defining blocks, lots, rights-of-way, easements, public areas, and other dimensions of land as required in these regulations.

Portable Outdoor Storage Device means any item designed and used as follows: a container which is delivered to a property, which is filled with household items or other non-trash materials, and which the container and its contents are subsequently transported to another location.

Porte Cochère means a structure attached to a residence erected over a driveway and open on two or more sides.

Private Club. Reference is hereby made to that section of the Code of the City of Jenks, Oklahoma defining "private club."

Professional Office means all exclusively indoor land uses whose primary functions are the handling of information or administrative services. Such land uses do not typically provide services directly to customers on a walk-in or on appointment basis.

Professional Office, Above Ground Floor means a professional office as defined in this chapter located within an upper-floor of a building.

(Ord. No. 1581 , § II, 4-5-2022)

Sec. 16-11-17. "Q" Definitions.

Reserved.

(Ord. No. 1581 , § II, 4-5-2022)

Sec. 16-11-18. "R" Definitions.

Recreational Vehicle means a vehicle which is:

- (1) Built on a single chassis;
- (2) Four hundred square feet or less when measured at the largest horizontal projections;
- (3) Designed to be self-propelled or permanently towable by a light duty truck; and
- (4) Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

Registered Engineer means an engineer properly registered and licensed in the State of Oklahoma.

Registered Land Surveyor means a land surveyor properly registered and licensed in the State of Oklahoma.

Restaurant, Delivery/Carry Out Only means an establishment which by design of physical facilities or by service or packaging procedures permits or encourages the purchase of prepared, ready-to-eat foods intended to be consumed off the premises.

Restaurant, Fast Casual means an establishment whose principal business is the sale of rapidly prepared food directly to the customer in a ready-to-consume state for consumption either within the restaurant building or off premises. The establishment may include a drive-up or drive-through service facility or offer curbside service.

Restaurant, Sit Down means an establishment whose food is available to the general public primarily for consumption within a structure on the premises, where at least 50 percent of the gross floor area of the establishment is devoted to patron seating.

Restrictive Covenants means plat restrictions binding lot owners filed with the record plat.

Residential Facility For Persons With A Disability or RFPD means any facility or dwelling that houses or seeks to provide housing to five (5) or more persons with a disability.

Resubdivision means subdivision of land previously subdivided.

Right-of-Way means a parcel of land (usually a strip) occupied or intended to be occupied by a street, crosswalk, railroad, road, electric facility, or for other special use. The use of the term right-of-way for land platting purposes in connection with these regulations shall mean that every right-of-way hereafter established and shown on a final plat is to be separate and distinct from the lots and parcels adjoining such right-of-way and not included within the dimensions or areas of such lots or parcels. Right-of-way intended for any use involving maintenance by a public agency shall be dedicated to public use by the subdivider on which such right-of-way is established. The width of rights-of-way shall be measured as the shortest distance between the abutting property lines.

(Ord. No. 1581 , § II, 4-5-2022)

Sec. 16-11-19. "S" Definitions.

School, Elementary and Middle means a public, private, or parochial educational institution, including instructional and recreational uses, with or without other incidental facilities for students, teachers, and employees, providing educational or instructional services to children in preschool through eighth grade.

School, High means a public, private, or parochial educational institution, including instructional and recreational uses, with or without other incidental facilities for students, teachers and employees, providing educational or instructional services to students in grades nine through 12.

Seasonal Sales means Christmas tree, pumpkins and similar, temporary (typically recurring on an annual basis) sales for a period not to exceed 30 days.

Service Station means buildings and premises for the supply and dispensing at retail of motor fuels, lubricants, batteries, tires, and motor vehicle accessories, and where in addition, the following services may be rendered and sales made:

- (1) Sales and servicing of spark plugs, batteries, and other motor vehicle related items,
- (2) Tire servicing, rotation, and repair,
- (3) Replacement of mufflers and tail pipes, water hoses, fan belts, brake fluid, light bulbs, fuses, floor mats, windshield wipers and wiper blades, grease retainers, wheel bearings, mirrors and the like,
- (4) Greasing, lubrication, and radiator flushing,
- (5) Oil changes,
- (6) Minor servicing and repair of carburetors, fuel pumps, oil pumps, water pumps and lines and minor motor adjustments not involving removal of the head or crank case or racing the motor,
- (7) Emergency wiring repairs, and
- (8) Adjusting and repairing brakes.

Painting, welding, or other body work involving noise, glare, fumes, smoke, or other characteristics to an extent greater than normally found in service stations shall not be permitted.

Setback means a horizontal distance determining the location of a building with respect to a street, use district boundary line, or another use. Where the term "setback" is used in conjunction with a modifying word or words such as "parking area," the setback shall in its application include, but not be limited to, buildings.

Setback (Line) or Building Line means a line or lines designating the area outside of which buildings may not be erected.

Short Term Rental means the rental of an existing or otherwise permitted accessory dwelling, dwelling structure, or any portion thereof, for a period of time, where the owner is engaged in a contract for the accommodations of that specific dwelling, or any portion thereof.

Sign, Animated means a digitally displayed sign in which figures are manipulated to appear as moving images.

Sign, Blade means a sign that projects perpendicular from a building more than 12 inches from the building's supporting wall.

Sign, Canopy means a sign wholly supported by a canopy projecting from a building or an extended roof or pitched roof and which does not extend above the mean height level of the roof of the building.

Sign, Construction means a temporary sign erected during the period of construction advertising the construction of improvements on the property.

Sign, Electronic Message Board means a sign or portion thereof designed to accommodate frequent message changes composed of characters, letters, or illustrations and that can be changed or rearranged electronically without altering the face or surface of such sign.

Sign, Ground means a sign which is attached to or is a part of a self-supporting structure, other than a building or portion of a building.

Sign, Inflatable means a sign that requires air pressure or gas inflation for support and display purposes.

Sign, Moving means any sign or part of a sign that changes physical position by any movement or rotation or that gives the visual impression of such movement by use of lighting, or that exhibits intermittent or sequential flashing of natural or artificial light or color effects by any means whatsoever.

Sign, Pennant means a geometric shaped cloth, fabric, or other lightweight material that is secured to an object to allow movement of the sign caused by movement of the atmosphere.

Sign, Propellor. See "sign, moving."

Sign, Revolving or Rotating. See "sign, moving."

Sign, Roof means a sign which is affixed to a roof, extended roof, pitched roof or canopy and which extends above the mean height of the roof.

Sign, Snipe means a sign that is tacked, nailed, posted, pasted, glued, or otherwise affixed to trees, poles, stakes, fences, utility poles, or other objects.

Sign, Spinner. See "sign, moving."

Sign, Streamer means a sign comprised of a strip of material, fastened to an object for support, and that requires wind activation for display.

Sign, Wall means a sign affixed to a building wall which does not project horizontally more than 12 inches from the wall nor extend above the height of the wall.

Sign With Flashing Lights means an illuminated sign that contains an intermittent or sequential flashing light source.

Single Family, Detached means a building, other than a mobile home containing one dwelling unit designed for occupancy by not more than one family.

Site Development means a plan drawn at a scale of not less than one inch equals 50 feet which shows the topographic characteristics of the site at two-foot contour intervals; the location and dimensions of buildings,

yards, courts, parking spaces, and other features; the use of each building and area; adjacent streets, alleys, utility drainage and other easements; and the relationship of the development to adjacent areas which it may affect.

Solar Energy Collection System, Canopy means a solar energy collection system consisting of elevated solar panels installed above parking lots, carports and other paved areas.

Solar Energy Collection System, Roof Mounted means a solar energy collection system that is structurally mounted to the roof of a building or other permitted structure, including limited accessory equipment associated with system which may be ground mounted. It is installed parallel to the roof with a few inches gap.

Solar Energy Collection System, Ground Mounted means a solar energy collection system and associated mounting hardware that is affixed to or placed upon the ground including, but not limited to, fixed, passive, or active tracking racking systems.

Special Exception means a use or a design element of a use which is not permitted by right in a particular district because of potential adverse effects, but which if controlled in the particular instance as to its relationship to the neighborhood and to the general welfare, may be permitted by the Board of Adjustment, where specifically authorized by the code, and in accordance with the substantive and procedural standards of the code.

Start of Construction (for other than new construction or substantial improvements under the Coastal Barrier Resources Act (Pub. L. 97348)), includes substantial improvement and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for basement, footings, piers or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

Street means any public or private right-of-way which affords the primary means of access to abutting property.

- (1) *Expressway or Freeway* means a thoroughfare designated on the Major Street and Highway Plan that carries a major portion of both intraurban and interurban vehicle traffic at a high rate of speed with few or no traffic stops and having limited access with a design and right-of-way width established by the State Department of Transportation.
- (2) *Primary Arterial* means a thoroughfare designated on the Major Street and Highway Plan that carries a portion of both intraurban and interurban vehicle traffic at a moderate rate of speed with some traffic stop having a planned right-of-way width of 120 feet to 150 feet.
- (3) *Secondary Arterial* means a thoroughfare designated on the Major Street and Highway Plan that carries a significant portion of the interurban vehicular traffic stops and a planned right-of-way width of 100 feet.
- (4) *Collector* means a traffic way designated on the Major Street and Highway Plan that provides vehicle access and traffic circulation within residential neighborhoods and commercial and industrial areas. Collector streets collect traffic from local streets, channeling some into the arterial streets or disperse traffic from the arterial to local streets. Collector streets have a planned right-of-way width of 60 feet to 80 feet.
- (5) *Service or Access* means a minor street which is parallel and adjacent to major streets, traffic ways, highways or railroad rights-of-way and which provides access to abutting properties and protection from through traffic.

- (6) *Minor or Local Street* means a traffic way of limited length not of one of the above classifications providing direct access to abutting tracts of land and access to more heavily traveled streets and having a right-of-way width of 50 feet to 60 feet. Sidewalks may be required in local street rights-of-way.
- (7) *Cul-De-Sac* means a local street with only one outlet having a terminal for the safe and convenient reversal of traffic movement.
- (8) *Dead End* means a street with one outlet having no turn-around at its closed end.
- (9) *Alley* means a minor traffic way, dedicated to public use, which is used primarily for vehicular access to the back or the side of properties otherwise abutting on a street.

Street, Intersecting means any street which joins another street at an angle, whether or not it crosses the other.

Street, Wall means the wall or part of the building nearest to the street line.

Street Verge means a narrow strip of ground located between the boundary of the adjacent property or public sidewalks and the roadway of the street, typically planted with a mix of grass, trees, or other plants.

Structure means anything constructed or erected with a fixed location on the ground, or attached to something having a fixed location on the ground, and included buildings, walks, fences, and signs.

Structural Alterations means any change in the supporting members of a building, such as bearing walls or partitions, columns, beams or girders, or any substantial change in the roof or exterior walls.

Subdivider or Developer means a person, firm or corporation undertaking the subdivision or resubdivision of a lot, tract or parcel of land into two or more lots, or other subdivisions of land for the purpose of transfer of ownership or development, whether immediate or future, including all changes in street right-of-way or lot lines.

Subdivision means the division of land into lots, parcels, tracts or areas, any one of which when divided has an area of less than two and one-half acres, or any division of land involving the dedication of right-of-way or alignment of any existing or proposed street or highway, or the resubdivision of land heretofore divided into lots, sites, or parcels.

Substantial Damage means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

Substantial Improvement means any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before "start of construction" of the improvement. This includes structures, which have incurred "substantial damage," regardless of the actual repair work performed. The term "substantial improvement" does not, however, include either:

- (1) Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary conditions, or
- (2) Any alteration of a "historic structure" provided that the alteration would not preclude the structure's continued designation as an "historic structure."

Supplemental District means a zoning district to be mapped as an overlay to a use district and which modified or supplements the regulations of the general district in recognition of distinguishing circumstances such as unit development or flooding propensity while maintaining the character and purposes of the general use district area over which it is superimposed.

Sec. 16-11-20. "T" Definitions.

Tattoo Parlor means an establishment that offers or performs any method of placing ink or other pigment into the skin or mucosa by the aid of needles or any other instrument used to puncture the skin, resulting in permanent coloration of the skin or mucosa.

Top Plate means the horizontal timber directly carrying the trusses of a roof or the rafters.

Townhome means a row or structure of attached, single-family, dwellings joined to one another at one or more sides by a party wall or walls. Each dwelling has a dedicated exterior entrance.

Trip means a single journey made by an individual between two places by a specified mode of travel.

Transparency means a surface that allows light to pass through in a way that enables objects behind the surface to be distinctly seen by viewers in front of the surface. Transparency requirements established in this UDO shall be established from finished floor to finished floor for each building level for which transparency is required.

Trucking Establishments means a parcel of ground used primarily for the fueling of transient trucks, passenger vehicles, maintenance, servicing, storage, parking or repair of commercial vehicles, including the sale of motor fuels or other petroleum products, the sale of accessories or equipment for over-the-road trucks and similar commercial vehicles, truck drivers and interregional travelers. Other services commonly associated with a truck stop may include: convenience store, overnight accommodations, showers, cargo broker's offices, restaurants, game rooms, vehicle scales, wash racks and servicing bays, sales of personal and household goods.

(Ord. No. 1581 , § II, 4-5-2022)

Sec. 16-11-21. "U" Definitions.

Urban Agriculture, Indoor means an indoor establishment where food or ornamental crops are grown or processed for personal consumption or to be sold or donated that includes, but is not limited to, greenhouses and other indoor growing operations, vertical farms, aquaponics, aquaculture, and hydroponics.

Urban Agriculture, Outdoor means backyard, roof-top, vacant lot or balcony cultivation or processing of food or ornamental crops. This definition does not include the keeping, feeding or raising of animals such as chickens, fish, goats, and honeybees.

(Ord. No. 1581 , § II, 4-5-2022)

Sec. 16-11-22. "V" Definitions.

Variance means a relaxation of a restriction of the code, granted by the Board of Adjustment, where by reason of exception narrowness, shallowness, shape, topography, or other extraordinary or exceptional situation, condition or circumstance of a particular property, the literal enforcement of the code restriction, would result in unnecessary hardship.

Vehicle Sales and Rental means the use of any building or portion thereof, or other premises or portion thereof, for the display, sale, rental, or lease of new motor vehicles, or used motor vehicles as an ancillary use of a zoning lot, and any warranty repair work and other repair service conducted as an accessory use.

Veterinary Clinic/Animal Hospital means a building used exclusively for the care and treatment of domestic household type pets, including incidental overnight boarding within an enclosed building and excluding outside animal runs and boarding services.

Violation means the failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required with this chapter is presumed to be in violation until such time as that documentation is provided.

(Ord. No. 1581 , § II, 4-5-2022)

Sec. 16-11-23. "W" Definitions.

Warehouse, Distribution means facility located within an enclosed building primarily oriented to the storage and shipping of packaged materials or goods for a single business or a single group of businesses.

Warehouse, Storage means facility located within an enclosed building primarily oriented to the receiving, holding, and/or storage of packaged materials or goods for a single business or a single group of businesses.

Water Surface Elevation means the height, in relation to the National Geodetic Vertical Datum (NGVD) of 1929 (or other datum, where specified), of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.

(Ord. No. 1581 , § II, 4-5-2022)

Sec. 16-11-24. "X" Definitions.

Reserved.

(Ord. No. 1581 , § II, 4-5-2022)

Sec. 16-11-25. "Y" Definitions.

Yard means an open unoccupied space on a lot between a building and a lot line.

Yard, Front means a yard extending along the full length of the front lot lines between the side lot lines.

Yard, Rear means a yard extending along the full length of the rear lot line between the side lot lines.

Yard, Required means the minimum permitted distance of open unoccupied space between a building and a lot line.

Yard, Side means a yard extending along a side lot line between the required front yard and the required rear yard.

(Ord. No. 1581 , § II, 4-5-2022)

Sec. 16-11-26. "Z" Definitions.

Reserved.

ORDINANCE NO. 1625

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JENKS, COUNTY OF TULSA, STATE OF OKLAHOMA, AMENDING CITY CODE §§ 16-11 (DEFINITIONS), 16-3-4 (PERMITTED, CONDITIONAL, SPECIAL EXCEPTION, AND SPECIFIC USES), AND 16-5-2 (RESIDENTIAL USE SPECIFIC STANDARDS), REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY; AND DECLARING AN EMERGENCY.

.....

FINDINGS

1. The City recognizes, through its observation, study, and experience, as the United States Supreme Court recognized in *Village of Belle Terre v. Boraas*, 416 U.S. 1, 9 (1974), that group living, including “[t]he regimes of boarding houses, fraternity houses, and the like present urban problems.” Among other things, with such living arrangements (hereafter “Group Living Arrangements”), “[m]ore people occupy a given space; more cars rather continuously pass by; more cars are parked; noise travels with crowds.” *Id.*

2. The U.S. Supreme Court, in an attempt to help clarify the appropriate role of local government with respect to community planning has noted:

“The values it represents are spiritual as well as physical, aesthetic as well as monetary. It is within the power of the legislature to determine that the community should be beautiful as well as healthy, spacious as well as clean, well balanced as well as carefully patrolled.”

Berman v. Parker, 348 U.S. 26, 33 (1954).

3. The United States Supreme Court and federal appellate courts continue to recognize that “[l]and use planning and the adoption of land use restrictions constitute some of the most important functions performed by local government.” *Bryant Woods Inn, Inc. v. Howard County*, 124 F.3d 597, 603 (4th Cir. 1997) (citing *FERC v. Mississippi*, 456 U.S. 742, 768 n. 30 (1982) (“regulation of land use is perhaps the quintessential state activity”)). These courts continue to recognize that local land use ordinances may legitimately be utilized “to preserve ‘the character of neighborhoods, securing ‘zones where family values, youth values, and the blessings of quiet seclusion and clean air make the area a sanctuary for people.’”” *Id.* (quoting *City of Edmonds v. Oxford House, Inc.*, 514 U.S. 725, 732-33 (1995) (quoting *Village of Belle Terre v. Boraas*, 416 U.S. 1, 9 (1974))).

4. The City is in the Tulsa Metropolitan Area, located just southwest of Tulsa across the Arkansas River. The City is approximately 17.95 square miles and has an estimated population of 27,141 as of 2022. The City is experiencing rapid growth, but the area is mainly comprised of single-family residential homes—providing an excellent quality of life and a feeling of safety.

5. According to the latest U.S. Census data for Jenks City, the average household size is 2.97 persons per household. And, for the years 2017-2021, 82.2% of individuals living in Jenks City lived in the same house for 1 year or more.

6. Among other things, Group Living Arrangements tend to introduce transiency, congestion, increased traffic, increased parking, and other urban problems and challenges in communities.

7. Regulation of Group Living Arrangements serves to preserve housing densities consistent with both reality (in terms of the average composition of single-family households in Jenks City) and the goals and objectives of the City's Comprehensive General Plan ("General Plan").¹ It also promotes permanence and stability in neighborhood composition.

8. Regulating Group Living Arrangements is an essential aspect of fostering the goals of the General Plan and the City's zoning scheme, which seeks uncrowded, stable (non-transitory) single-family neighborhoods.

9. The City also recognizes the need, in certain demonstrable circumstances, for individuals with handicaps or disabilities to live in a Group Living Arrangement. For example, one of the most common types of Group Living Arrangements for individuals with handicaps or disabilities is a sober living home, Oxford House, or recovery residence where unrelated persons with the disability of alcohol or drug addiction live together in a single-family dwelling. The City has consulted experts in the field, expert reports, and testimony submitted in other jurisdictions, considered the scholarly literature on these types of facilities, and recognizes the need to provide some type of accommodation to them.

10. In order to fulfill the purposes of the General Plan while accommodating the demonstrable needs of individuals with handicaps or disabilities to live in Group Living Arrangements, which are generally prohibited for individuals without disabilities or handicaps, the City desires to clarify its ordinances and define its practices and policies with regard to these issues.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF JENKS CITY, OKLAHOMA, AS FOLLOWS:

SECTION I. Section 16-11- Definitions, shall be amended:

The following definitions shall be removed:

- Community Group Homes
- Re-Entry Facility
- Residential Treatment Center
- Senior Housing, Dependent
- Senior Housing, Independent
- Transitional Living Center

The following definitions shall be added:

- *Disability* means a person, with a physical or mental impairment that substantially limits one or more of such person's major life activities, a record of having such an impairment,

¹ The General Plan was adopted by the Jenks City Council on September 1, 2020. A copy can be found here: <https://www.jenks.com/DocumentCenter/View/186/Jenks-Comprehensive-Plan-PDF>

or being regarded as having such an impairment; but does not include a person engaged in the current illegal use of, or addiction to, any federally-controlled substance, as defined in Section 102 of the Controlled Substances Act, 21 U.S.C. § 802.

- *Group Living Arrangement* means a group living or congregate living arrangement where groups of more than four unrelated persons live together in a single dwelling, including, but not limited to, an assisted living facility, senior housing, boarding house, congregate living facility, protected living facility, residential treatment center, residential care facility, transitional living center, residential facility for persons with a disability, boarding school, dormitory, student housing, fraternity, club, institutional group, halfway house, convent, monastery, or other similar group living or congregate living arrangement of unrelated persons. A Group Living Arrangement does not include clinics, medical or dental; hospital(s), or hospital/clinic.
- *Residential Facility For Persons With A Disability or RFPD* means any facility or dwelling that houses or seeks to provide housing to five (5) or more persons with a disability.

The following definitions shall be changed:

- *Family* means (a) any number of people living together in a dwelling unit who are related by blood, marriage, adoption, or other legal relationship; or (b) one to five (5) unrelated people living together in a dwelling unit.

SECTION II. Section 16-3-4 - Permitted, Conditional, Special Exception, and Specific Uses shall be amended as follows:

Table 16-3-4(B), Residential District Permitted, Conditional, Special Exception, and Specific Uses, and Table 16-3-4(C) Nonresidential District Permitted, Conditional, Special Exception, and Specific Uses, shall be amended to match Attachment “A”

SECTION II. That all ordinances or parts of ordinances in conflict herewith be and the same are hereby expressly repealed.

SECTION III. 16-5-2 Residential Use Specific Standards

16-5-2(B) shall be removed and replaced with the following:

(B) Residential Facility for Persons with a Disability.

- (1) Each RFPD shall comply with all applicable state and local building, safety, health, and zoning requirements.
- (2) Each RFPD shall comply with all applicable federal and state laws, standards, and requirements, including state licensure, if applicable and required.
- (3) The minimum number of parking spaces required for an RFPD shall be the same as for similar structures located in the same zone in which the facility is located. Off-street parking shall be adequate to serve the needs of residents, visitors, staff members, and others. Additional parking may be required based on the number of residents occupying the facility, the number of residents who are reasonably expected to maintain a vehicle at the facility, the reasonably anticipated number of visitors, the number of staff members who will be serving the residents, the number of vendors that will serve the facility, and any other factors that may increase or impact parking demands for the facility.

- (4) The RFPD shall not be made available to or occupied by any person whose tenancy would constitute a direct threat to the health or safety of other individuals or whose tenancy would result in substantial physical damage to the property of others.
- (5) The table of conditional, special exception, and specific uses is found in Section 16-3-4(B)-(C) of the City Code. An RFPD shall be a permitted use in any zone where a specific subtype of Group Living Arrangement is shown in the Table of Uses as a permitted or conditional use, subject to the same development standards as are applied to Group Living Arrangements in City Code. In determining whether a Group Living Arrangement is allowed, only those specific users and types of Group Living Arrangements currently and presently allowed by ordinance and shown in Section 16-3-4(B)-(C) shall be considered. Variance, prior accommodations, pre-existing noncomplying structures, or pre-existing nonconforming uses shall not be considered. Providers must comply with state and federal laws when applying for the accommodation.
- (6) Any lawfully created pre-existing nonconforming use(s) or noncomplying structure (s) that are in conflict with this Title or any other provision of the City Code may be continued as allowed by City Code. A nonconforming use, noncomplying structure, nonconforming lot, or other nonconformity may not be changed except in conformance with the provisions of this Title. Such changes requiring conformance with the provisions of this Title shall include, but not limited to, a change in state licensure, additional state licensure(s), an increase in resident census size, or any other expansion of or change in use.
- (7) An RFPD located in a residential zone shall be capable of use as a facility without structural or landscaping alterations that would change the structure's residential character or appearance. Any new or remodeled structure constructed for use as a facility shall be of a size, scale, and design that is in harmony with other residential uses in the vicinity and shall not create a fundamental change in the residential character of the neighborhood in which it is proposed to be located.
- (8) Residency in the facility shall be on a strictly voluntary basis and not a part of, or in lieu of, confinement, rehabilitation, or treatment in either a correctional facility or a condition of probation or parole. A facility shall not include any persons referred by the Oklahoma state department of corrections or any adult or juvenile court.
- (9) The RFPD shall not house more than six (6) persons with a disability.
- (10) No Group Living Arrangement shall be located within 1,200 feet of another Group Living Arrangement. Measurement shall be in a straight line between the closest property lines of the lots/parcels, whether located in the City, County, State, or surrounding municipality.
- (11) An RFPD may request a reasonable accommodation pursuant to federal and state law and Title 24.

16-5-2(G) – Transitional Living Center, shall be removed.

SECTION IV. If any section, sentence, clause or phrase of this ordinance or any part thereof is for any reason found to be invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remainder of this ordinance or any part thereof.

Approved this ____ day of _____ 2023

CITY OF JENKS, OKLAHOMA

MAYOR

SECTION V. Since the immediate operation of the provisions of the Ordinance is necessary for the preservation of public health, welfare and safety, an emergency is hereby declared to exist and this ordinance shall be in full force and effect from and after its passage by the City Council.

Emergency Clause approved separately this ____ day of _____ 2023.

CITY OF JENKS, OKLAHOMA

MAYOR

Attest:

CITY CLERK

Approved as to form:

CITY ATTORNEY

Attachment “A”

(B) Residential District Permitted, Special Exception, and Specific Uses.

Table 16-3-4(B) Residential District Permitted, Conditional, Special Exception, and Specific Uses										
Use	Additional Regulation	RE	RS1	RS2	RS3	RD	RTH	RM1	RM2	RM3
Agricultural Uses		RE	RS1	RS2	RS3	RD	RTH	RM1	RM2	RM3
Community Garden	16-5-1(A)	P	P	P	P	P	P	P	P	P
Passive Agriculture		P								
Residential Uses		RE	RS1	RS2	RS3	RD	RTH	RM1	RM2	RM3
Duplex	16-5-2(A)					P	P	P	P	
Group Living Arrangements		P	P	P	P	P	P	P	P	P
Multifamily Building, all units	16-5-2(C)							P	P	
Multifamily Building, less than 8 units	16-5-2(C)						PUD	P	P	
Multifamily Complex	16-5-2(D)									P
Residential Clubhouse			C	C	C	C	C	C	C	C
Residential Facility for Persons with a Disability	16-5-2(B)	P	P	P	P	P	P	P	P	P
Single-Family Detached	16-9-8 (B)	P	P	P	P	P	P	P	P	
Townhome	16-5-2(E)					PUD	P	P	P	
Institutional and Utility Uses		RE	RS1	RS2	RS3	RD	RTH	RM1	RM2	RM3
Government Uses, indoor		P	P	P	P	P	P	P	P	P
Government Uses, outdoor	16-5-3(A)	S	S	S	S	S	S	S	S	S
Wireless Communication Facility	16-5-3(B)	S	S	S	S	S	S	S	S	S
Wireless Communication Facility, Small Cell	16-5-3(B)	S	S	S	S	S	S	S	S	S
Place of Assembly		S	S	S	S	S	S	S	S	S
School, elementary/middle		S	S	S	S	S	S	S	S	S
School, high		S	S	S	S	S	S	S	S	S
Retail Uses		RE	RS1	RS2	RS3	RD	RTH	RM1	RM2	RM3
General Retail, less than 10,000 sqft	16-5-4(B)					PUD	PUD	C	C	P
Service Uses		RE	RS1	RS2	RS3	RD	RTH	RM1	RM2	RM3
General Service, less than 10,000 sqft	16-5-5(C)					PUD	PUD	C	C	P
Lodging Uses		RE	RS1	RS2	RS3	RD	RTH	RM1	RM2	RM3
Bed and Breakfast	16-5-6(A)	PUD	PUD							
Short-Term Rental	16-5-6(B)	C	C	C	C	C	C	C	C	C
Eating/Drinking Uses		RE	RS1	RS2	RS3	RD	RTH	RM1	RM2	RM3
Coffee/Tea Shop	16-5-7(A)					PUD	PUD	C	C	P
Accessory Uses		RE	RS1	RS2	RS3	RD	RTH	RM1	RM2	RM3
Accessory Building	16-5-12(A)	P	P	P	P	P	P	P	P	P
Accessory Dwelling	16-5-12(B)	P	P	P	P					
Accessory Structure	16-5-12(D)	P	P	P	P	P	P	P	P	P
Home Based Child Care	16-5-12(G)	SE	SE	SE	SE	SE	SE	SE	SE	SE
Home Based Business	16-5-12(H)	C	C	C	C	C	C	C	C	C
Solar Energy Collection System, ground	16-5-12(M)	P	P	P	P					
Solar Energy Collection System, roof	16-5-12(N)	P	P	P	P	P	P	P	P	P

Temporary Uses		RE	RS1	RS2	RS3	RD	RTH	RM1	RM2	RM3
Construction Related		T	T	T	T	T	T	T	T	T
Farmers' Market		T						T	T	T
Food Truck	16-5-13(A)		C	C	C			C	C	C
Garage/Estate Sale		T	T	T	T	T				
Outdoor Dining	16-5-13(B)					T	T	T	T	T
Portable Outdoor Storage Device	16-5-13(D)	T	T	T	T	T				

(C) *Nonresidential District Permitted, Special Exception, and Specific Uses.*

Table 16-3-4(C) Nonresidential District Permitted, Conditional, Special Exception, and Specific Uses											
Use	Additional Regulation	AG	OL	OM	LC	CS	CG	DC	RTC	IL	IM
Agricultural Uses		AG	OL	OM	LC	CS	CG	DC	RTC	IL	IM
Commercial Agriculture, Indoor	16-5-11. (B)	P									
Commercial Agriculture, Outdoor		P									
Passive Agriculture		P									
Urban Agriculture, Indoor		S								P	P
Urban Agriculture, Outdoor		P									
Residential Uses		AG	OL	OM	LC	CS	CG	DC	RTC	IL	IM
Multifamily Building, 8 units or more	16-5-2(C)		S	S	S	S	S	S	S		
Multifamily Building, less than 8 units	16-5-2(C)		S	S	S	S	S	S	S		
Multifamily Complex	16-5-2(D)		S	S	S	S	S		S		
Residential, above ground floor			S	S	S	P	P	P	P		
Residential Facility for Persons with a Disability	16-5-2(B)	P	S	S	S	S	S	S	S		
Single-Family Detached		P									
Institutional and Utility Uses		AG	OL	OM	LC	CS	CG	DC	RTC	IL	IM
Government Uses, indoor		P	P	P	P	P	P	P	P	P	P
Government Uses, outdoor	16-5-3(A)	S	S	S	S	S	S	S	S	S	S
Wireless Communication Facility	16-5-3(B)	S	S	S	S	S	S	S	S	P	P
Wireless Communication Facility, Small Cell	16-5-3(B)	S	C	C	C	C	C	C	C	P	P
Place of Assembly		S		S		S	S	S		S	S
Retail Uses		AG	OL	OM	LC	CS	CG	DC	RTC	IL	IM
Adult Uses	16-5-4(A)						S				
Convenience Store					P	P	P	P	P		
General Retail, less than 10,000 sqft	16-5-4(B)		P	P	P	P	P	P	P		
General Retail, 10,000 sqft—49,999 sqft	16-5-4(C)				S	P	P	S	P		
General Retail, 50,000 or more sqft	16-5-4(D)					P	P	S	S		
Multitenant Shopping Center	16-5-4(E)				C	P	P	C	P		

Pawn Shop							S				
Service Uses		AG	OL	OM	LC	CS	CG	DC	RTC	IL	IM
Acute Care Center			P	P	S	P	P			S	
Business Park	16-5-5(A)			P						P	
Check Cashing/Pay Day Loan Store							S				
Commercial Animal Boarding	16-5-5(B)	P					P			P	
General Service, less than 10,000 sqft	16-5-5(C)		P	P	P	P	P	P	P		
General Service, 10,000— 49,999 sqft	16-5-5(D)				S	P	P	S	S		
General Service, 50,000 sq ft or more	16-5-5(E)					P	P	S	S		
Hospital				S		S	S			S	
Medical/Dental Office			P	P	P	P	P	P	P		
Personal Storage Facility	16-5-5(F)					S	S			P	P
Professional Office			P	P	P	P	P	P	P		
Professional Office, above ground floor			P	P	P	P	P	P	P		
Tattoo Parlor							S				
Veterinary Clinic/Animal Hospital		S	S	S	S	P	P			P	P
Lodging Uses		AG	OL	OM	LC	CS	CG	DC	RTC	IL	IM
Hotel						P	P	P	P	P	
Motel						S	S				
Short-Term Rental	16-5-6(B)	C						C	C		
Eating/Drinking Uses		AG	OL	OM	LC	CS	CG	DC	RTC	IL	IM
Bar/Tavern							P	P	P		
Brewery/Winery/Distillery, micro					S	P	P	P	P	P	
Brewery/Winery/Distillery, tasting room					S	P	P	P	P		
Coffee/Tea Shop	16-5-7(A)		P	P	P	P	P	P	P	P	
Food Truck Court	16-5-7(B)				S	S	S		S		
Restaurant, delivery/carry out only					S	P	P	S	S		
Restaurant, fast casual					P	P	P	P	P		
Restaurant, sit down					P	P	P	P	P		
Entertainment Uses		AG	OL	OM	LC	CS	CG	DC	RTC	IL	IM
Archery/Gun Range		S					S				
General Entertainment, indoor, less than 10,000 sqft	16-5-8(A)	S			P	P	P	P	P		
General Entertainment, indoor, 10,000 sqft—49,999 sqft	16-5-8(B)	S			S	P	P	S	P		
General Entertainment, indoor, more than 50,000 sqft	16-5-8(C)	S				P	P	S	S		
General Entertainment, outdoor	16-5-8(D)	S				S	S		S		
Vehicle Related Uses		AG	OL	OM	LC	CS	CG	DC	RTC	IL	IM
Autobody Repair						S	S			P	P

Car Wash	16-5-9(A)					S	P				
Fuel Sales	16-5-9(B)					P	P			P	P
Gas Station With Mini-Mart						P	P			P	P
Service Station						P	P				
Trucking Establishment	16-5-9(C)									S	S
Vehicle Sales and Rental							S				
Industrial Uses		AG	OL	OM	LC	CS	CG	DC	RTC	IL	IM
Brewery/Winery/Distillery						S	S			P	P
Laboratory				S						P	P
Manufacturing, Artisan						S	S	S	S	P	P
Manufacturing, Heavy											P
Manufacturing, Light										P	P
Mining and Mineral Processing and Oil and Gas	Municipal Code	S								S	S
Warehouse, distribution										P	P
Warehouse, office	16-5-10(A)			S			S			P	P
Warehouse, storage										P	P
Medical Marijuana Uses		AG	OL	OM	LC	CS	CG	DC	RTC	IL	IM
Medical Marijuana Commercial Grower	16-5-11(A)	P					S			P	P
Medical Marijuana Education Facility	16-5-11(A)	S	P	P			S			P	P
Medical Marijuana Dispensary	16-5-11(A)				P	P	P	S	S	S	S
Medical Marijuana Research Facility	16-5-11(A)						S			P	P
Medical Marijuana Testing Laboratory	16-5-11(A)						S			P	P
Medical Marijuana Processing Facility, Heavy	16-5-11(A)										P
Medical Marijuana Processing Facility, Light	16-5-11(A)						S			P	P
Accessory Uses		AG	OL	OM	LC	CS	CG	DC	RTC	IL	IM
Accessory Building	16-5-12(A)	P	P	P	P	P	P	P	P	P	P
Accessory Dwelling	16-5-12(B)	P									
Accessory Retail	16-5-12(C)	P						P		P	
Accessory Structure	16-5-12(D)	P	P	P	P	P	P	P	P	P	P
Donation Drop Box	16-5-12(E)					P	P				
Drive Through	16-5-12(F)					P	P		P		
Home Based Business	16-5-12(H)	C	C	C	C	C	C	C	C		
Outdoor Activity/Operation, permanent	16-5-12(I)					S	S			SE	P
Outdoor Display/Sale of Merchandise, permanent	16-5-12(J)					S	S	S	S		
Outdoor Storage, permanent	16-5-12(K)									SE	P
Solar Energy Collection System, canopy	16-5-12(L)	P	P	P	P	P	P	P	P	P	P
Solar Energy Collection System, ground	16-5-12(M)	P	P	P	P	P	P	P	P	P	P
Solar Energy Collection System, roof	16-5-12(N)	P	P	P	P	P	P	P	P	P	P
Temporary Uses		AG	OL	OM	LC	CS	CG	DC	RTC	IL	IM

Carnival/Fair		T				T	T	T			
Construction Related		T	T	T	T	T	T	T	T	T	T
Farmers Market		T			T	T	T	T	T		
Flea Market						T	T	T			
Food Truck	16-5-13(A)				T	T	T		T		
Outdoor Dining	16-5-13(B)	T	T	T	T	T	T	T	T		
Outdoor Activity/Operation, temporary		T				T	T	T	T	T	T
Outdoor Display/Sale of Merchandise, temporary	16-5-13(C)	T				T	T	T	T		
Outdoor Storage, temporary										T	T
Seasonal Sales	16-5-13(E)	T			T	T	T	T	T		

ORDINANCE NO. 1626**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JENKS, COUNTY OF TULSA, STATE OF OKLAHOMA, AMENDING CITY CODE BY CREATING CHAPTER 24 (REASONABLE ACCOMMODATIONS), REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY; AND DECLARING AN EMERGENCY****FINDINGS**

1. The City recognizes, through its observation, study, and experience, as the United States Supreme Court recognized in *Village of Belle Terre v. Boraas*, 416 U.S. 1, 9 (1974), that group living, including “[t]he regimes of boarding houses, fraternity houses, and the like present urban problems.” Among other things, with such living arrangements (hereafter “Group Living Arrangements”), “[m]ore people occupy a given space; more cars rather continuously pass by; more cars are parked; noise travels with crowds.” *Id.*

2. The U.S. Supreme Court, in an attempt to help clarify the appropriate role of local government with respect to community planning has noted:

“The values it represents are spiritual as well as physical, aesthetic as well as monetary. It is within the power of the legislature to determine that the community should be beautiful as well as healthy, spacious as well as clean, well balanced as well as carefully patrolled.”

Berman v. Parker, 348 U.S. 26, 33 (1954).

3. The United States Supreme Court and federal appellate courts continue to recognize that “[l]and use planning and the adoption of land use restrictions constitute some of the most important functions performed by local government.” *Bryant Woods Inn, Inc. v. Howard County*, 124 F.3d 597, 603 (4th Cir. 1997) (citing *FERC v. Mississippi*, 456 U.S. 742, 768 n. 30 (1982) (“regulation of land use is perhaps the quintessential state activity”)). These courts continue to recognize that local land use ordinances may legitimately be utilized “to preserve ‘the character of neighborhoods, securing ‘zones where family values, youth values, and the blessings of quiet seclusion and clean air make the area a sanctuary for people.’”” *Id.* (quoting *City of Edmonds v. Oxford House, Inc.*, 514 U.S. 725, 732-33 (1995) (quoting *Village of Belle Terre v. Boraas*, 416 U.S. 1, 9 (1974))).

4. The City is in the Tulsa Metropolitan Area, located just southwest of Tulsa across the Arkansas River. The City is approximately 17.95 square miles and has an estimated population of 27,141 as of 2022. The City is experiencing rapid growth, but the area is mainly comprised of single-family residential homes—providing an excellent quality of life and a feeling of safety.

5. According to the latest U.S. Census data for Jenks City, the average household size is 2.97 persons per household. And, for the years 2017-2021, 82.2% of individuals living in Jenks City lived in the same house for 1 year or more.

6. Among other things, Group Living Arrangements tend to introduce transiency, congestion, increased traffic, increased parking, and other urban problems and challenges in communities.

7. Regulation of Group Living Arrangements serves to preserve housing densities consistent with both reality (in terms of the average composition of single-family households in Jenks City) and the goals and objectives of the City's Comprehensive General Plan ("General Plan").¹ It also promotes permanence and stability in neighborhood composition.

8. Regulating Group Living Arrangements is an essential aspect of fostering the goals of the General Plan and the City's zoning scheme, which seeks uncrowded, stable (non-transitory) single-family neighborhoods.

9. The City also recognizes the need, in certain demonstrable circumstances, for individuals with handicaps or disabilities to live in a Group Living Arrangement. For example, one of the most common types of Group Living Arrangements for individuals with handicaps or disabilities is a sober living home, Oxford House, or recovery residence where unrelated persons with the disability of alcohol or drug addiction live together in a single-family dwelling. The City has consulted experts in the field, expert reports, and testimony submitted in other jurisdictions, considered the scholarly literature on these types of facilities, and recognizes the need to provide some type of accommodation to them.

10. In order to fulfill the purposes of the General Plan while accommodating the demonstrable needs of individuals with handicaps or disabilities to live in Group Living Arrangements, which are generally prohibited for individuals without disabilities or handicaps, the City desires to clarify its ordinances and define its practices and policies with regard to these issues.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF JENKS CITY, OKLAHOMA, AS FOLLOWS:

SECTION I: Chapter 24 shall be created and read as follows:

Chapter 24 – Reasonable Accommodations

Article 1 – Requesting A Reasonable Accommodation

Sec. 24-1-1 Applicability.

Any person may request a reasonable accommodation pursuant to federal and state law and this Chapter.

Article 2 – Application Requirements

Sec. 24-2-1 Application Process

¹ The General Plan was adopted by the Jenks City Council on September 1, 2020. A copy can be found here:

<https://www.jenks.com/DocumentCenter/View/186/Jenks-Comprehensive-Plan-PDF>

- (A) Process: A person requesting a reasonable accommodation shall submit the following to the City Recorder by email, hand delivery, or certified mail:
- (1) A complete application that includes:
- (a) Property Information: Address, parcel number, current zoning, and name of the property owner.
 - (b) Application Information: Name, address, phone number, and email address of the applicant.
 - (c) Supporting Information:
 - (i) The specific regulation, policy, or procedure from which an accommodation is sought and/or for which deviation or waiver is requested.
 - (ii) A document that provides a detailed explanation of why the requested accommodation is warranted under federal and/or state law, including a description of how the person(s) is handicapped under the FHA, and analysis with evidence, legal authorities, and other information showing that the accommodation is reasonable and necessary to afford the handicapped/disabled person(s) an equal opportunity to use and enjoy the residential dwelling. Any arguments and/or evidence not submitted with the application may not be presented at the hearing.
 - (iii) The number of residents and employees that will have vehicles at the property and a site plan showing where the vehicles will be parked at the property.
 - (iv) Whether the owner/operator of the RFPD or applicant has other facilities for the disabled and, if so, a description and copy of any complaints from neighbors, incident reports from a local police department, or investigations, citations, notices of violations(s) or complaints received from any federal, state, or local agencies, etc. relating to licensure, parking, traffic, a direct threat to health or safety of other persons, or substantial physical damage to the property of others.
 - (v) An accurate description of the type of program(s), treatment(s), therapies, and/or services, if any, that will be provided to the residents of the RFPD.
 - (vi) The category of state licensure, if any, the RFPD will have.
 - (vii) An accurate summary and/or description of the RFPD's admissions criteria and standards.
 - (d) Payment of applicable fees in accordance with the City's adopted fee schedule.
 - (e) Any additional evidence, including the following:
 - (i) a complete statement and summary of all testimony and opinions the witnesses, including the applicant and any expert witnesses, will express at the hearing and the basis and reasons for them;
 - (ii) the exhibits, evidence, facts, or data considered and relied upon by the applicant or any witness(es) in forming its/their opinion and/or argument;
 - (iii) a copy of any exhibits or other evidence that will be used at the hearing;
 - (iv) the expert witness's qualifications, including a list of all publications authored in the previous 10 years; and a list of all other cases in which,

- during the previous 4 years, the expert witness testified as an expert, including testimony at hearings, trial or by deposition.
- (B) Hearing: Once an applicant submits a complete application and payment of its associated fee to the City Recorder as required by this Chapter, the City Recorder shall submit the complete application to a Hearing Officer.

Article 3 – Review Authority

Sec. 24-3-1 Hearing Officer

- (A) Hearing Officer: The City may contract with a neutral Hearing Officer before or at the time a reasonable accommodation request is made. If the parties agree, the City Manager, or designee, may act as the Hearing Officer.
- (B) The Hearing Officer shall:
- (1) act in a quasi-judicial manner and make a decision on whether the applicant shall receive a reasonable accommodation;
 - (2) consider the reasonable accommodation application and the City's responsive briefing.
 - (3) conduct and oversee an informal hearing on the application; and
 - (4) issue a written decision, including detailed findings and conclusions, that affirms, affirms in part, denies, or denies in part the request for accommodation.

Article 4 – Hearing Process, Decision, and Appeals

Sec. 24-4-1 Hearing Process

- (A) Scheduling of the Hearing: Within ten (10) days after the Hearing Officer's receipt of the complete accommodation application from the City Recorder, the Hearing Officer shall contact the applicant and the City or its representative to schedule the time, date, and place for the hearing. The Hearing Officer shall schedule the hearing for the time, date, and place mutually agreed by the City and the applicant and, if the City and the applicant cannot agree, at a time, date, and place determined by the Hearing Officer.
- (B) No Ex-Parte Communications: The applicant, City, and their representatives shall avoid ex-parte communication with the Hearing Officer. The applicant, City, and their representatives shall include each other when communicating with the Hearing Officer about the information required by this Chapter and when transmitting the information required by this Chapter to the Hearing Officer.
- (C) City Response to the Application: At least five (5) business days before the hearing, the City may, at its discretion, file a responsive brief regarding the City's position on whether the requested accommodation should be granted or denied, in whole or in part. The brief should address whether the requested accommodation is warranted under federal and/or state law, including an analysis of whether the RFPD's residents are handicapped under the FHA, and contain analysis with evidence, legal authorities, and other information addressing whether the accommodation is reasonable and necessary to afford the handicapped/disabled person(s) an equal opportunity to use and enjoy the residential dwelling. Any arguments and/or evidence not submitted with the City's response may not be presented at the hearing. The City's response shall also include the following:

- (1) a complete statement and summary of all testimony and opinions the witnesses, including the City's witness(es) and any expert witnesses, will express at the hearing and the basis and reasons for them;
 - (2) the exhibits, evidence, facts, or data considered and relied upon by the City or any witness(es) in forming its/their opinion and/or argument;
 - (3) a copy of any exhibits or other evidence that will be used at the hearing;
 - (4) the expert witness's qualifications, including a list of all publications authored in the previous 10 years; and a list of all other cases in which, during the previous 4 years, the expert witness testified as an expert, including testimony at hearings, trial or by deposition.
- (D) Informal Hearing Procedures:
- (1) The hearing will be a public meeting but shall not be open to the participation by the public. The applicant and the City may bring their attorneys or witnesses, if so desired.
 - (2) The hearing shall be conducted on an informal basis. The Oklahoma Rules of Evidence or Federal Rules of Evidence shall not apply.
 - (3) Each of the parties may make an opening statement, if so desired. The applicant shall be allowed to make its presentation. The City shall then be allowed to make its presentation. Each of the parties may then make a closing statement, if so desired. Each of the parties may question any witnesses. The Hearing Officer may ask additional questions related to the requested accommodation to the applicant, witnesses, or the City and may adjust or modify the hearing procedures at the Hearing Officer's discretion.
 - (4) A witness, including the applicant, may only speak at the hearing if a witness statement for that witness was submitted in the application (if by the applicant) or responsive brief (if by the City).
 - (5) The hearing shall be recorded by the City Recorder through audio and/or video means.
 - (6) A transcript of the hearing may be requested by any party to the hearing at its/their own expense.
- (E) Burden of Proof: The applicant bears the burden of proving that its residents are handicapped and/or have a disability and that the reasonable accommodation is necessary and reasonable for disabled persons to enjoy an equal opportunity to use the dwelling.

Sec. 24-4-2 Decision

- (A) Decision: The Hearing Officer shall issue a written decision on the accommodation application and deliver the decision to the applicant, City, and City Recorder within 14 days of the hearing date. A decision of a Hearing Officer is a quasi-judicial decision and shall take effect on the date when the Hearing Officer issues a written decision. The reasonable accommodation decision shall not be deemed a variance or to run with the land.
- (B) Findings and Conclusions: The Hearing Officer's written decision shall make written findings and conclusions addressing the following:
- (1) Whether the housing, which is the subject of the request for reasonable accommodation, will be used by one or more persons with a handicap or disability.
 - (2) Whether the requested accommodation is necessary to afford such persons an equal opportunity to use and enjoy a dwelling.

- (3) Whether the requested accommodation is reasonable.
- (4) Whether tenancy of the property proposed to be occupied by such persons would constitute a direct threat to the health or safety of other persons or result in substantial physical damage to the property of others.

Sec. 24-4-3 Appeals

A person with standing who is aggrieved by the Hearing Officer's decision may file for relief in any court of competent jurisdiction within thirty (30) days of the Hearing Officer's decision.

Article 5 – Nontransferable

Sec. 24-5-1 Nontransferable

- (A) Any reasonable accommodation approved by the Hearing Officer is nontransferable, does not run with the land, and shall terminate if any of the following occur:
 - (1) Cessation of Use: Persons with disabilities or handicaps no longer reside at the facility and operations have ceased for a period of more than sixty (60) days not precipitated or caused by a force majeure.
 - (2) Termination of Licensure: If the RFPD is required to have state licensure, the termination or revocation of such licensure by the State of Oklahoma or any of its departments or divisions.

Noncompliance: The RFPD fails to comply with the requirements set forth in City Code § 16-5-2(B), this Chapter, and or fails to comply with any conditions of accommodation issued by the Hearing Officer.

SECTION II. That all ordinances or parts of ordinances in conflict herewith be and the same are hereby expressly repealed.

SECTION III. If any section, sentence, clause or phrase of this ordinance or any part thereof is for any reason found to be invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remainder of this ordinance or any part thereof.

Approved this ____ day of _____ 2023

CITY OF JENKS, OKLAHOMA

MAYOR

SECTION IV. Since the immediate operation of the provisions of the Ordinance is necessary for the preservation of public health, welfare and safety, an emergency is hereby declared to exist and this ordinance shall be in full force and effect from and after its passage by the City Council.

Emergency Clause approved separately this ____ day of _____ 2023.

CITY OF JENKS, OKLAHOMA

MAYOR

Attest:

CITY CLERK

Approved as to form:

CITY ATTORNEY

ORDINANCE NO. 1627

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JENKS, COUNTY OF TULSA, STATE OF OKLAHOMA, AMENDING CITY CODE BY REPEALING CHAPTER 4 ARTICLE 13 (APPEARANCE REVIEW DISTRICT), REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY; AND DECLARING AN EMERGENCY

.....

WHEREAS, with the adoption of the Unified Development Ordinance (Ordinance 1581), the Appearance Review Committee was rendered defunct.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF JENKS CITY, OKLAHOMA, AS FOLLOWS:

SECTION I. Chapter 4 Article 13 of the Jenks City Code is hereby repealed.

SECTION II. That all ordinances or parts of ordinances in conflict herewith be and the same are hereby expressly repealed.

SECTION III. If any section, sentence, clause or phrase of this ordinance or any part thereof is for any reason found to be invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remainder of this ordinance or any part thereof.

Approved this ____ day of _____ 2023

CITY OF JENKS, OKLAHOMA

MAYOR

SECTION IV. Since the immediate operation of the provisions of the Ordinance is necessary for the preservation of public health, welfare and safety, an emergency is hereby declared to exist and this ordinance shall be in full force and effect from and after its passage by the City Council.

Emergency Clause approved separately this ____ day of _____ 2023.

CITY OF JENKS, OKLAHOMA

MAYOR

Attest:

CITY CLERK

Approved as to form:

CITY ATTORNEY

Jenks | City Council Staff Report



To	Mayor Cory Box and City Council City Manager, Christopher Shrout
Hearing Date	October 17, 2023
Case Number	JZ 23 PUD 144
Request	<i>Request by Gene Phillips for a Residential (PUD) Planned Unit Development</i>
Location	10636 S Elgin Ave

Staff Report

Preparer | Marcaé Hilton

Attachments

PUD 144
Legal Map

Preparer

Gene Phillips
INCOG

Background Information

PLANNING COMMISSION (PC) SUMMARY | September 21, 2023 | Approved 5-1-0 (1 seat vacant, 1 seat absent.)

1. Planning Commission recommend approval of JZ 23 PUD 144
2. Planning Commission approved JL 23 387 Minor Subdivision

Several citizens spoke at the public hearing: Bunker Sessions (10711 S Nandina St), Justin Little (10531 S Koa St), and Catherine Leinhart (777 W 106th St) addressed the Commission with questions. The applicant Mr. Gene Phillips (977 W 106th St) addressed the Commission to answer questions. Craig Bowman made a motion to approve, and Amy Bors seconded the motion.

Since the hearing Mr. Little has asked additional questions via email, Mr. Phillips provided a response.

STAFF COMMENTARY | Mr. Gene Phillips has submitted a Planned Unit Development (PUD) request for a five-acre parcel of land west of Elgin and south of 106th Street. The property is zoned RS-1, this underlying zoning will not change with the approval of PUD 144. Mr. Phillips has been working with staff for several months to develop the parcel as a master planned (multi-lot) residential estate. At ultimate buildout, the parcel will be home to (2) two single-family homes, (1) one family (residential) barn and several other structures. The property is subject to the animal code of the City of Jenks. The PUD also provides for the parcel to be subdivided into (4) four parcels with the underlying RS-1 zoning. The proposed new lots are unusual in shape and may be combined in

the future. The requested exceptions required the applicant to request relief from the UDO (Unified Development Ordinance), triggering the need for a PUD. The applicant has been strategic about the layout which allows for the mature trees to remain on the site and provides minimum disturbance to the natural drainage.

ZONING:	RS-1 (Residential Single-family Low Density)
COMPREHENSIVE PLAN	Low Intensity Single Family Residential
ACCT_NUM	98225822532530
LEGAL	S/2 NE NE SW SEC 25 18 12 5ACS
OWNER	PHILLIPS, MELVIN E & MELISSA A
PROP_ADD	10636 S ELGIN AV W
TR_SEC	8225
GROSS ACRES	5.00
MINOR SUBDIVISION	1 lot to 4 Lots
	Lot 1 1.00 Acres
	Lot 2 1.54 Acres
	Lot 3 1.46 Acres
	Lot 4 1.00 Acres

PUD 144 & UDO | Exceptions and changes (not exhaustive list):

- Increased land area required in PUD 144.
- Exception to Lot Width at Property Line.
- See PUD for additional requests to Bulk and Dimension Standards.
- Accessory Building allowed on undeveloped lot.
 - Max square footage
 - Gross floor area
 - Location
- Accessory Dwelling
 - Size
 - Character
- Accessory Structures allowed on undeveloped lot.
 - Height

Staff Evaluation & Recommendation

Evaluation | The following UDO language further examines the requirements and exceptions requested through the Minor Subdivision and PUD process. Planning Commission approved the Minor Subdivision (JL 23 387) on September 21, 2023, which created the lots within PUD 144.

PUD

(A) *Purpose. In order to establish an alternate zoning procedure under which land can be developed or redeveloped with innovation, imagination, and creative architectural design when sufficiently justified under the provisions of this UDO, the Planned Unit Development process is established. The objective of the Planned Unit Development process is to encourage a higher level of design and amenity than is possible to achieve under otherwise applicable UDO regulations. The end result can be a product which fulfills the objectives of the Comprehensive Plan and planning policies of the City while departing from the*

strict application of the regulations as detailed in this UDO. The Planned Unit Development process is intended to permit and encourage such flexibility and to accomplish the following purposes:

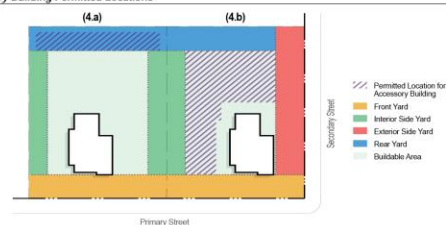
- (1) To stimulate creative approaches to the commercial, residential, and mixed-use development of land,
- (2) To provide more efficient use of land,
- (3) To preserve natural features and provide open space areas and recreation areas in excess of that required under conventional zoning regulations,
- (4) To develop new approaches to the living environment through variety in type, design, and layout of buildings, transportation systems, and public facilities,
- (5) To unify building and structures through design,
- (6) To promote long-term planning pursuant to the City of Jenks' Comprehensive Plan, which will allow harmonious and compatible land uses or combinations of uses with surrounding areas.

Sec. 16-5-12. Accessory Use Specific Standards.

(A) Accessory Building.

- (1) One accessory building shall be permitted per lot.
- (2) On lots less than or equal to 20,000 square feet, an accessory building shall be a maximum of 700 square feet or 75 percent of the gross floor area of the principal building, whichever is more.
- (3) On lots greater than 20,000 square feet in area, but less than 40,000 square feet, an accessory building shall be a maximum of 700 1,200 square feet or 75 percent of the gross floor area of the primary building, whichever is more.
- (4) On Lots greater than 40,000 square feet in area, an accessory building shall be a maximum of 4,500 square feet of 110 percent of the gross floor area of the primary building, whichever is more.
- (45) An accessory building shall be located either:
 - (a) Completely within the required rear yard and a minimum of five feet from lot lines, or
 - (b) Completely within the buildable area of the lot and to the interior side or rear of the principal building.
 - (c) On an adjacent lot to the primary structure.
- (6) An accessory building shall be located a minimum of ten feet from the primary building unless it is constructed with a one-hour fire rating in which case the minimum separation from the primary building shall be five feet.

Figure 5.6: Accessory Building Permitted Locations



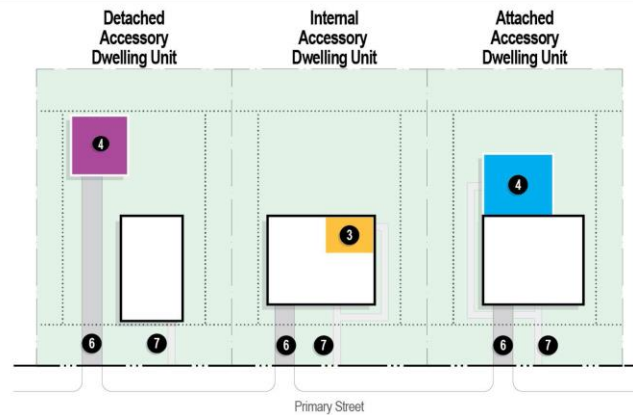
- (67) Private covenants enacted by homeowners associations or other entities may apply and may further restrict the allowed number, size, and location of accessory buildings.

(B) Accessory Dwelling.

- (1) One accessory dwelling unit shall be permitted per lot.
- (2) The primary residence of the owner of the property shall be either the primary building on the lot or the accessory dwelling.
- (3) Internal accessory dwelling units shall not be greater than 20 percent of the size of the primary building, unless located on an adjacent lot whichever is less.
- (4) Detached and attached accessory dwelling units shall not be greater than 80 110 percent of the size of the primary building.

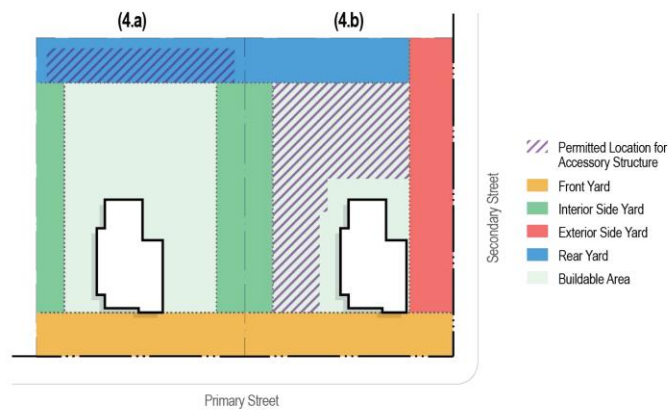
- (5) Only one entrance shall be located on the front façade of the primary building. Entrances to accessory dwelling units must be located on the interior side or rear façade.
- (6) Both the primary building and the accessory dwelling unit shall be served by the driveway established for the primary building.
- (7) Parking for the accessory dwelling unit, as required by section 16-6-1(E) of this UDO, shall be in addition to the parking space(s) required for the primary building. The parking for the accessory dwelling unit shall not be located in the required front yard setback. A tandem parking space, where one car is parked behind another, with the spaces required for the primary structure shall be prohibited.
- (8) Accessory dwelling units shall be similar in character to the primary structure and to abutting properties including roof pitch, eaves, building materials, windows, trim, color, and landscaping.

Figure 5.7: Accessory Dwelling Types



- (9) Accessory dwelling units shall be similar in character to the primary structure. ~~Private covenants enacted by homeowners associations or other entities may apply and may further restrict the allowed number, size, or location, of accessory dwelling units.~~
- (D) Accessory Structure.
- (1) Two accessory structures shall be permitted per lot.
 - (2) An accessory structure shall not exceed 200 square feet.
 - (3) An accessory structure shall have a maximum height of sixteen ~~eight~~ feet.
 - (4) An accessory structure shall be located either:
 - (a) Completely within the required rear yard and a minimum of five feet from rear yard lot lines, or
 - (b) Completely within the buildable area of the lot and to the interior side or rear of the principal building.
 - (5) An accessory structure shall be located a minimum of ten feet from the primary building unless it is constructed with a one hour fire rating in which case the minimum separation from the primary building shall be five feet.

Figure 5.8: Accessory Structures Permitted Locations



Sec. 16-8-4. Subdivision Procedures.

(A) Types of Subdivision of Land.

- (1) Lot Split.
- (2) **Minor Subdivisions.**
 - (a) **Lot Combination.**
 - (b) **Other Subdivision Corrections.**
- (3) Major Subdivisions.
 - (a) Preliminary Plat.
 - (b) Final Plat

(B) General Subdivision Procedures.

- (1) Application Submittal.
 - (a) All land subdivision applications shall be submitted to the City Planner and be accompanied by a fee as set forth in the Master Fee Schedule.
 - (b) After the receipt of the application, the City Planner shall review the application to determine that all required information has been submitted and notify the applicant of completeness or deficiencies.
 - (c) Failure to cure the deficiencies within six months from notification of such deficiencies shall be deemed abandonment of the application without further notice from the City.
 - (d) A pre-platting conference shall be required before the submittal of any Major Subdivision application.
- (2) City Planner Report.
 - (a) After the determination of completeness, the subdivision application shall be reviewed by the City Planner pursuant to the criteria set forth in this article per application type.
 - (b) The City Planner shall meet with the Technical Advisory Committee as needed to review the subdivision application.
 - (c) The City Planner shall prepare and issue a report to the applicant identifying issues of concern to be addressed as well as a recommendation for approval, approval with conditions, or denial.
 - (d) The City Planner shall forward their report to the applicant for review.
- (3) Revised Application.
 - (a) The applicant shall revise the application as necessary based on the issues of concern identified by the City Planner in their report.

- (b) The revised application shall be accompanied by a letter explaining how all of the issues of concern have been addressed and detailing any other changes that have been made to the application.
 - (c) The applicant shall submit the revised application to the City Planner who shall review the revised application for the purpose of ensuring that all required information has been provided and that all issues of concern have been addressed. Once it is determined that all required information has been submitted and all issues of concern addressed, the application shall be referred to the next step in the process. If the City Planner determines that the required information and/or issues of concern have not been addressed, the City Planner shall notify the applicant of such deficiencies.
 - (d) Failure to cure the deficiencies within six months from notification of such deficiencies shall be deemed abandonment of the application without further notice from the City.
- (4) *Next Steps.* Once the City Planner has determined that all required information has been submitted and all issues of concern have been addressed, the application subdivision application shall proceed to the next steps in the review process. The review procedures for lot splits are established in section 16-8-4(C), the review procedures for Minor Subdivisions are established in section 16-8-4(D), and the review procedures for Major Subdivisions are established in section 16-8-4(E).
- (D) *Minor Subdivisions.*
- (1) *Purpose.* A Minor Subdivision is a subdivision in which any of the following conditions exist:
 - (a) Subdivisions resulting in more than three but less than six lots and the entire property to be subdivided is ten acres or less,
 - (b) Subdivision solely for the creation of public right-of-way or other public tracts,
 - (c) Consolidation (such as a lot combination or lot tie) of two or more lots on a filed final plat into fewer lots,
 - (d) Lot line or boundary adjustments to a filed final plat, or
 - (e) Correction of errors or omissions on a filed final plat, such as legal description errors, typographical and mapping errors, lot identification errors, and surveyor corrections.
 - (2) *Minor Subdivision Review Criteria.*
 - (a) *Comprehensive Plan Alignment.* The Minor Subdivision is consistent with the goals, objectives, and policies set forth in the Comprehensive Plan and other adopted plans and policy documents of the City. *(This request is consistent with the Comprehensive Plan.)*
 - (b) *UDO Compliance.* The Minor Subdivision is consistent with the provisions of the UDO and the governing district. *(This is accomplished with PUD 144)*
 - (c) *Lot Characteristics.*
 - Lot dimensions and area shall either conform with the requirements of this UDO or a Variance of such requirements must be obtained from the Board of Adjustment. *(A PUD has been created to allow for the exceptions)*
 - Where public water and/or public sanitary sewer is not available, appropriate tests shall be conducted by the health department or its assigns to determine the proposed lots suitability for a private sewage disposal device. Each proposed lot shall meet the minimum standards of the health department. *(The applicant is constructing the appropriate water line and the homes will use aerobic systems.)*
 - (3) *Easements.* Where a Minor Subdivision will result in a lot having inadequate access to utility easements, dedication of easements will be required in accordance with the requirements of the City Planner and the Planning Commission. *(The waterline easement will be dedicated to the City of Jenks.)*
 - (4) *Access and Streets.*
 - (a) Where a tract to be split is controlled by non-access provisions, no lot shall be approved where such provision will preclude access for said lot. *(Access has been provided to each lot.)*

- (b) The splitting of land shall provide each lot with access to a public street or highway, so that the convenience of the lot owner or user is assured. *(Done)*
- (c) Where land to be split contains, within its boundaries, areas designated for street right-of-way on the Jenks City-County Major Street and Highway Plan, the split shall not be approved where street rights-of-way fail to conform to said plan except, upon a finding that:
 - All utilities are in place and the additional right-of-way is not required for utility placement and,
 - The public has, by virtue of statutory easement suitable roadway dedication, right-of-way sufficient to allow the placement of pavement of a width necessary to meet the standards of the street plan for the particular street involved. *(Elgin will possibly require widening in the future as a residential collector with 60 feet of ROW, 30 feet at the east end of the property. No current designation on the INCOG Major Street and Highway Plan)*
- (5) *Action by the Planning Commission.* The Planning Commission shall evaluate the proposed Minor Subdivision, and after consideration of the City Planner report **shall approve, approve with modifications, or deny** the Minor Subdivision based on the applicable review criteria and in accordance with applicable state law.

RECOMMENDATION | *Staff and Planning Commission recommend the following:*

1. *Staff recommends conditional approval of PUD 144.*
 - a. *Correct any outstanding comments in PUD.*

Phillips Property

Planned Unit Development #PUD - 144

Prepared

August 15, 2023

Location

10636 S Elgin Avenue

Jenks, OK 74037

Owner

Melvin E. and Melissa A. Phillips

977 W 106th St

Jenks, OK 74037

Prepared by:

M. Gene Phillips, PE

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Exhibit "H": Water Line Extension	

1. PROPERTY DESCRIPTION

The Phillips Property is a 5.00-acre property. The property will contain two estate homes with accompanying barns and small accessory structures. The property is located at 10636 S Elgin Avenue in Jenks, Ok. The property is situated on the west side of Elgin just south of 106th Street. Single family homes are located on all four sides of the property.

The property is currently vacant with limited tree coverage. The site is also moderately sloped, draining to the center of the property and flowing to the northwest into an existing pond. The property is not within the 100-year floodplain.

See Exhibit "B": Aerial Photo

Legal Description:

A 5.00 TRACT OF LAND as described in Exhibit A. The 4 lot legal Descriptions are also included in Exhibit A:

Exhibit "A": Parent Track and Lot Split Legal Descriptions

Existing Zoning: Current zoning is RS1.

See Exhibit "C": Zoning Map

Comprehensive Plan: The property is in a Low Intensity Area.

See Exhibit "D": Comprehensive Plan Map

2. DEVELOPMENT CONCEPT

The Phillips Property proposes a simple residential development of two estate properties by the use of 4 lots. Two lots will be for two respective homes and the remaining two lots will be used for an additional barn and accessory structures resulting in two estate properties approximately 2.5 acres in size. The layout is designed to keep all mature trees on the site. The drainage for the site will remain relatively much as it is taking advantage of the two existing ponds on the north and south side of the property.

RS-1 This PUD is intended to provide a uniform design for the property, with very minor differences to the RS3 zoning. Those changes are to allow for a farm house look and feel to the properties. However, the barns are not intended to house animals and no exception to the RS1 zoning in that regard have been requested.

A conceptual site plan depicting the site layout and structures is provided as Exhibit "E": Conceptual Site Plan. This PUD shall be developed in accordance with the City of Jenks Zoning Ordinance and the use and development regulations of the RS1 zoning, except as otherwise specified herein.

See Exhibit "E": Conceptual Site Plan

3. DEVELOPMENT STANDARDS

RS-1

The subject property shall be developed in accordance with the use and development regulations of RS3 Zoning per The Jenks Zoning Ordinance, except as noted in the modifications of Section 16-3-1 Bulk and Dimensional Standards and Section 16-5-12 Accessory Use Specific Standards. These changes are provided in Exhibit F:

See Exhibit "F": Development Standards

4. DRAINAGE, AND UTILITIES

Stormwater: The site is moderately sloped, draining to the center of the property and flowing to the northwest into an existing pond. The property also has a pond that is shared by the neighbor on the north boundary. The two ponds are connected by a draw located between the two ponds. The pond on the south was enlarged several years ago and the pond on the north is being increased in depth to provide excess capacity for stormwater. Only a driveway, home and a barn are being added to the existing impervious area for the total 5 acres; therefore, the drainage for the site will remain relatively much as it is, excluding the increased volume of the north pond.

The property is not within the 100-year floodplain.

See Exhibit "G": Topography and Drainage

Utilities: Excluding water, utilities are available for the proposed development. Jenks sanitary sewer is available at existing sewer lines on the south and west properties to accommodate both residences respectively. The barn located in the center of the property will have a lift station connecting to the west sewer connection. Existing City of Jenks water lines are available at the south east corner of the property and along a portion of the east side of Elgin. The existing water line on the south east corner of the property will be extended along the west side of Elgin to the gas station then placed under Elgin and brought back along the east side of Elgin to connect to the existing water line on the east side of Elgin. Service lines for the property will tap into the new water line extension. The Fire Marshal has confirmed Fire protection can come from Elgin if the driveways are 20' minim in width.

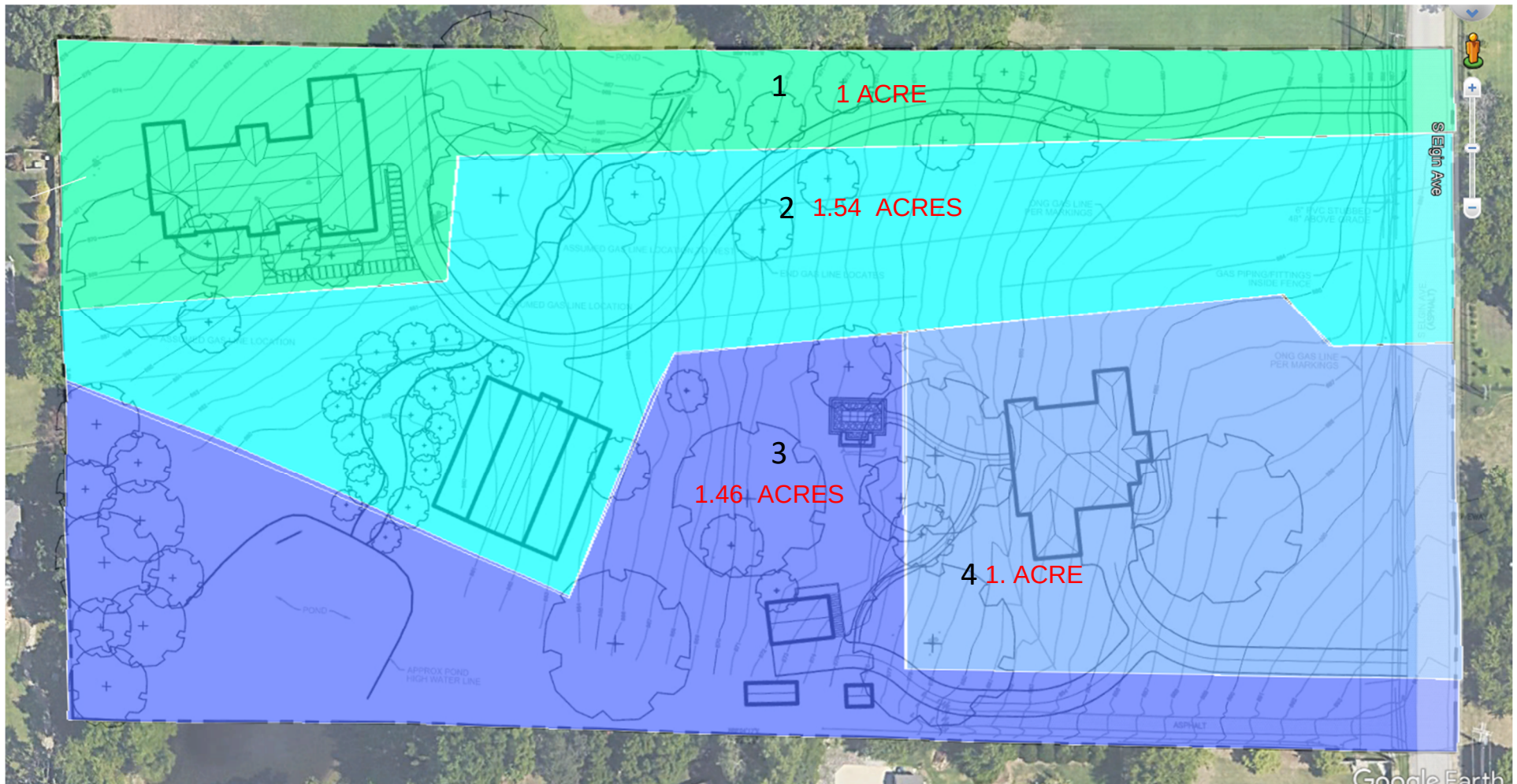
See Exhibit "H": Water Line Extension (Drawings included are in review by COJ and awaiting final comments.)

5. GENERAL PROVISIONS

5.A. SITE PLAN REVIEW: No building permit shall be issued until a separate site and landscape plan have been submitted and approved by the City of Jenks.

5.B. SCHEDULE OF DEVELOPMENT: Development of the property is intended to be completed within the next two years.

Exhibit "5.A" | Site Plan Review and Lot Split





**Lot Split
Exhibit "A"
Parent Tract
Legal Description**

THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER (S/2 NE/4 NE/4 SW/4) OF SECTION TWENTY-FIVE (25), TOWNSHIP EIGHTEEN (18) NORTH, RANGE TWELVE (12) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS TO-WIT:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION TWENTY-FIVE (25); THENCE N01°02'11"W AND ALONG THE EAST LINE OF THE SOUTHWEST QUARTER (SW/4) OF SAID SECTION TWENTY-FIVE (25) FOR A DISTANCE OF 1966.08 FEET TO THE **POINT OF BEGINNING**; THENCE; THENCE S89°04'17"W FOR A DISTANCE OF 662.54 FEET; THENCE N00°55'45"W FOR A DISTANCE OF 329.66 FEET; THENCE N89°14'32"E FOR A DISTANCE OF 661.93 FEET; THENCE S01°02'11"E FOR A DISTANCE OF 327.69 FEET TO THE **POINT OF BEGINNING**; SAID TRACT CONTAINING 5.00 ACRES MORE OR LESS.

**Tract 1
Legal Description**

A TRACT OF LAND LYING IN THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER (S/2 NE/4 NE/4 SW/4) OF SECTION TWENTY-FIVE (25), TOWNSHIP EIGHTEEN (18) NORTH, RANGE TWELVE (12) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS TO-WIT:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION TWENTY-FIVE (25); THENCE N01°02'11"W AND ALONG THE EAST LINE OF THE SOUTHWEST QUARTER (SW/4) OF SAID SECTION TWENTY-FIVE (25) FOR A DISTANCE OF 2253.77 FEET TO THE **POINT OF BEGINNING**; THENCE S88°00'48"W FOR A DISTANCE OF 466.30 FEET; THENCE S11°41'33"W FOR A DISTANCE OF 59.02 FEET; THENCE S83°11'48"W FOR A DISTANCE OF 183.85 FEET; THENCE N00°55'45"W FOR A DISTANCE OF 127.00 FEET; THENCE N89°14'32"E FOR A DISTANCE OF 661.93 FEET; THENCE S01°02'11"E FOR A DISTANCE OF 40.00 FEET TO THE **POINT OF BEGINNING**; SAID TRACT CONTAINING 1.00 ACRES MORE OR LESS.

**Tract 2
Legal Description**

A TRACT OF LAND LYING IN THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER (S/2 NE/4 NE/4 SW/4) OF SECTION TWENTY-FIVE (25), TOWNSHIP EIGHTEEN (18) NORTH, RANGE TWELVE (12) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS TO-WIT:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION TWENTY-FIVE (25); THENCE N01°02'11"W AND ALONG THE EAST LINE OF THE SOUTHWEST QUARTER (SW/4) OF SAID SECTION TWENTY-FIVE (25) FOR A DISTANCE OF 2155.77 FEET TO THE **POINT OF BEGINNING**; THENCE S88°00'48"W FOR A DISTANCE OF 56.00 FEET; THENCE N45°09'57"W FOR A DISTANCE OF 35.27 FEET; THENCE S84°16'47"W FOR A DISTANCE OF 300.55 FEET; THENCE S19°55'37"W FOR A DISTANCE OF 137.85 FEET; THENCE N68°44'48"W FOR A DISTANCE OF 251.62 FEET; THENCE N00°55'45"W FOR A DISTANCE OF 47.66 FEET; THENCE N83°11'48"E FOR A DISTANCE OF 183.85 FEET; THENCE N11°41'33"E FOR A DISTANCE OF 59.02 FEET; THENCE N88°00'48"E FOR A DISTANCE OF 466.30 FEET; THENCE S01°02'11"E FOR A DISTANCE OF 98.00 FEET TO THE **POINT OF BEGINNING**; SAID TRACT CONTAINING 1.54 ACRES MORE OR LESS.

Tract 3

Legal Description

A TRACT OF LAND LYING IN THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER (S/2 NE/4 NE/4 SW/4) OF SECTION TWENTY-FIVE (25), TOWNSHIP EIGHTEEN (18) NORTH, RANGE TWELVE (12) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS TO-WIT:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION TWENTY-FIVE (25); THENCE N01°02'11"W AND ALONG THE EAST LINE OF THE SOUTHWEST QUARTER (SW/4) OF SAID SECTION TWENTY-FIVE (25) FOR A DISTANCE OF 1966.08 FEET TO THE **POINT OF BEGINNING**; THENCE S89°04'17"W FOR A DISTANCE OF 662.54 FEET; THENCE N00°55'45"W FOR A DISTANCE OF 155.00 FEET; THENCE S68°44'48"E FOR A DISTANCE OF 251.62 FEET; THENCE N19°55'37"E FOR A DISTANCE OF 137.85 FEET; THENCE N84°16'47"E FOR A DISTANCE OF 127.28 FEET; THENCE S01°02'11"E FOR A DISTANCE OF 168.76 FEET; THENCE N89°04'17"E FOR A DISTANCE OF 253.25 FEET; THENCE S01°02'11"E FOR A DISTANCE OF 30.69 FEET TO THE **POINT OF BEGINNING**; SAID TRACT CONTAINING 1.46 ACRES MORE OR LESS.

Tract 4

Legal Description

A TRACT OF LAND LYING IN THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER (S/2 NE/4 NE/4 SW/4) OF SECTION TWENTY-FIVE (25), TOWNSHIP EIGHTEEN (18) NORTH, RANGE TWELVE (12) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS TO-WIT:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION TWENTY-FIVE (25); THENCE N01°02'11"W AND ALONG THE EAST LINE OF THE SOUTHWEST QUARTER (SW/4) OF SAID SECTION TWENTY-FIVE (25) FOR A DISTANCE OF 1996.77 FEET TO THE **POINT OF BEGINNING**; THENCE S89°04'17"W FOR A DISTANCE OF 253.25 FEET; THENCE N01°02'11"W FOR A DISTANCE OF 168.76 FEET; THENCE N84°16'47"E FOR A DISTANCE OF 173.27 FEET; THENCE S45°09'57"E FOR A DISTANCE OF 35.27 FEET; THENCE N88°00'48"E FOR A DISTANCE OF 56.00 FEET; THENCE S01°02'11"E FOR A DISTANCE OF 159.00 FEET TO THE **POINT OF BEGINNING**; SAID TRACT CONTAINING 1.00 ACRES MORE OR LESS.

Exhibit "A" | Lot Split

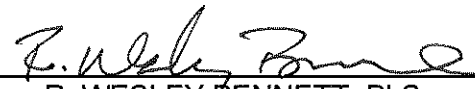
LEGAL DESCRIPTION WAS PREPARED ON AUGUST 14, 2023 BY R. WESLEY BENNETT, PLS #1562 WITH THE BEARINGS BASED ON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM WITH EAST LINE OF THE S/2 NE/4 NE/4 SW/4 OF SAID SECTION 25 AS BEING N01°02'11"W.

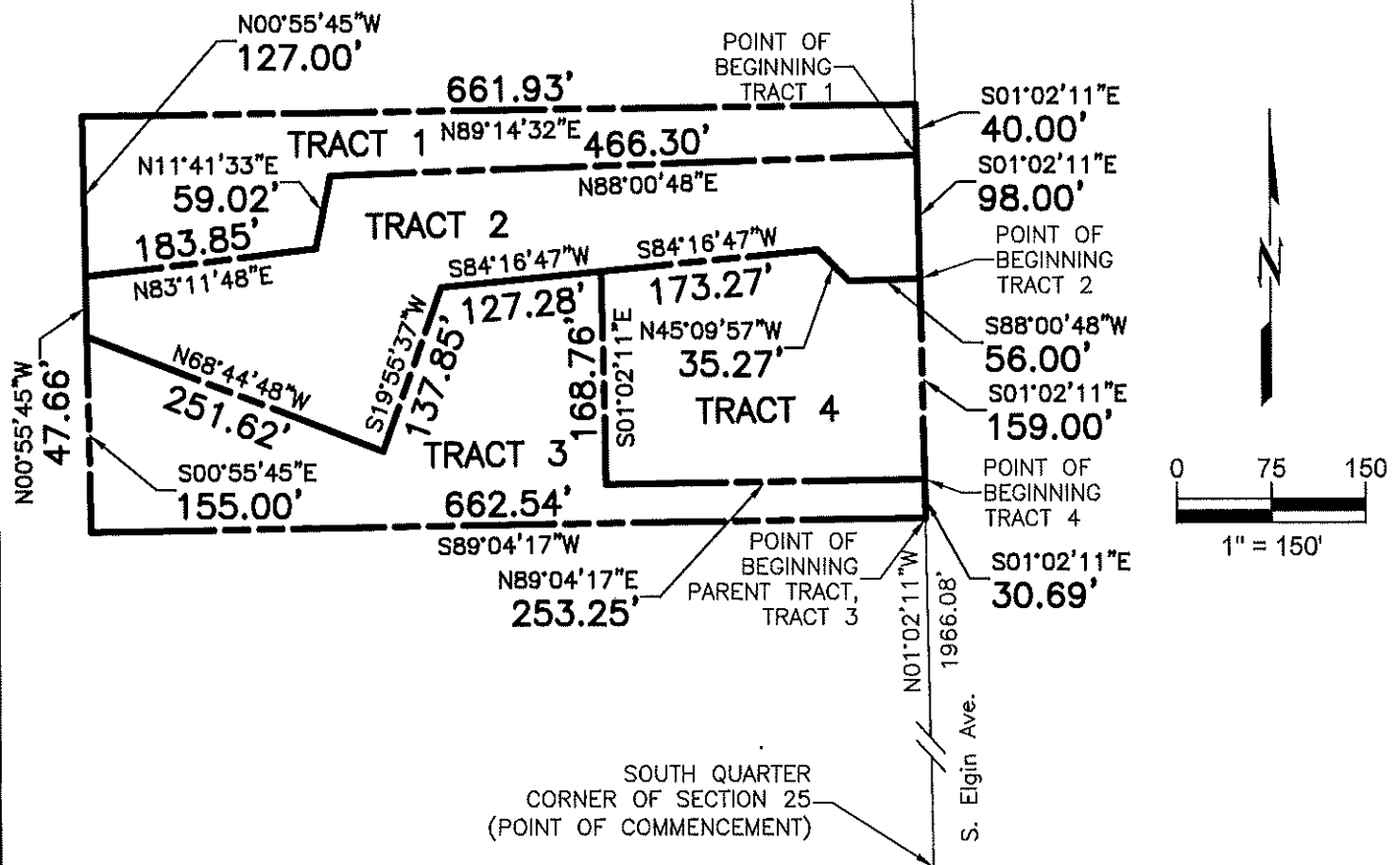
Surveyor's Certificate

I, R. WESLEY BENNETT, OF WALLACE DESIGN COLLECTIVE CERTIFY THAT THE LEGAL DESCRIPTION HEREON CLOSES IN ACCORDANCE WITH CURRENT TOLERANCES AND IS A TRUE REPRESENTATION OF THE DESCRIBED LEGAL DESCRIPTION, AND THAT THE SURVEY OF THE DESCRIBED LEGAL DESCRIPTION MEETS THE MINIMUM TECHNICAL STANDARDS AS ADOPTED BY THE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS FOR THE STATE OF OKLAHOMA.

WITNESS MY HAND AND SEAL THIS 14TH DAY OF AUGUST 2023.




R. WESLEY BENNETT, PLS
OKLAHOMA NO. 1562
CERT. OF AUTH. NO. 1460
EXP. DATE JUNE 30, 2025



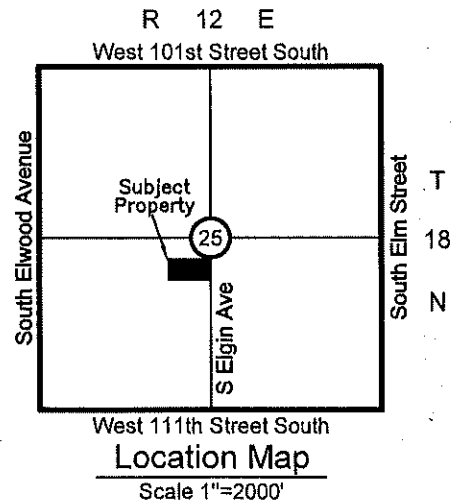
Surveyor's Statement

I, R. WESLEY BENNETT HEREBY CERTIFY THAT THE ABOVE REPRESENTS A SURVEY PERFORMED UNDER MY DIRECT SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS OF THIS DATE. THIS PLAT OF SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS, AS ADOPTED BY THE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS FOR THE STATE OF OKLAHOMA.

WITNESS MY HAND AND SEAL THIS 14TH DAY OF AUGUST, 2023.



BY: *R. Wesley Bennett*
R. WESLEY BENNETT
REGISTERED PROFESSIONAL LAND SURVEYOR
OKLAHOMA NO. 1562



Lot Split Exhibit "A"

OF

PART OF THE NE/4, SW/4, SECTION 25,
TOWNSHIP 18 NORTH, RANGE 12 EAST

City of Jenks,
Tulsa County, Oklahoma

August 14, 2023



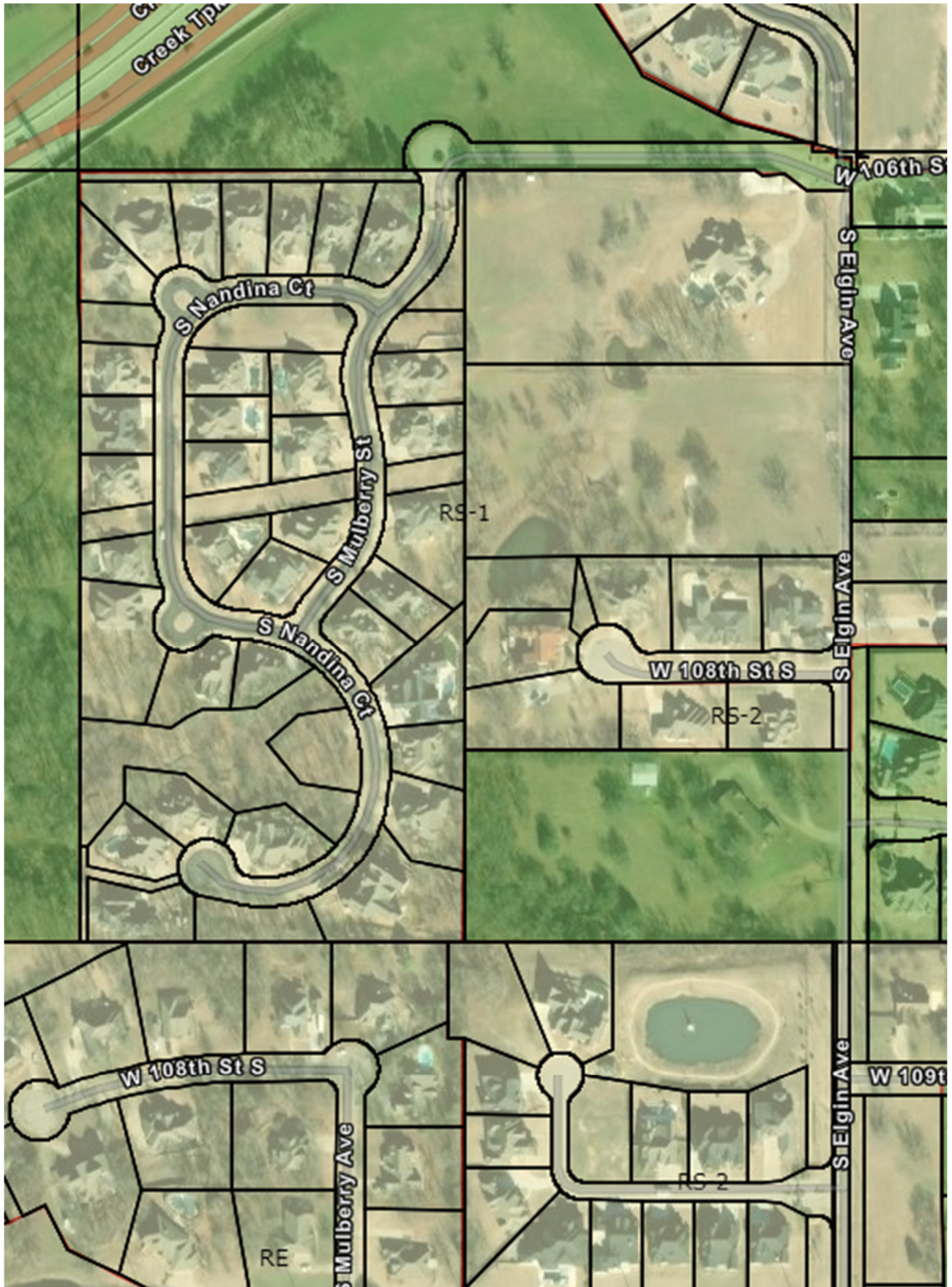
wallace
design
collective

wallace design collective, pc
structural · civil · landscape · survey
123 north martin luther king jr. blvd.
tulsa, oklahoma 74103
918.584.5858
oklahoma cal 460
exp: 6-30-25

Exhibit B



Exhibit C : Zoning Map



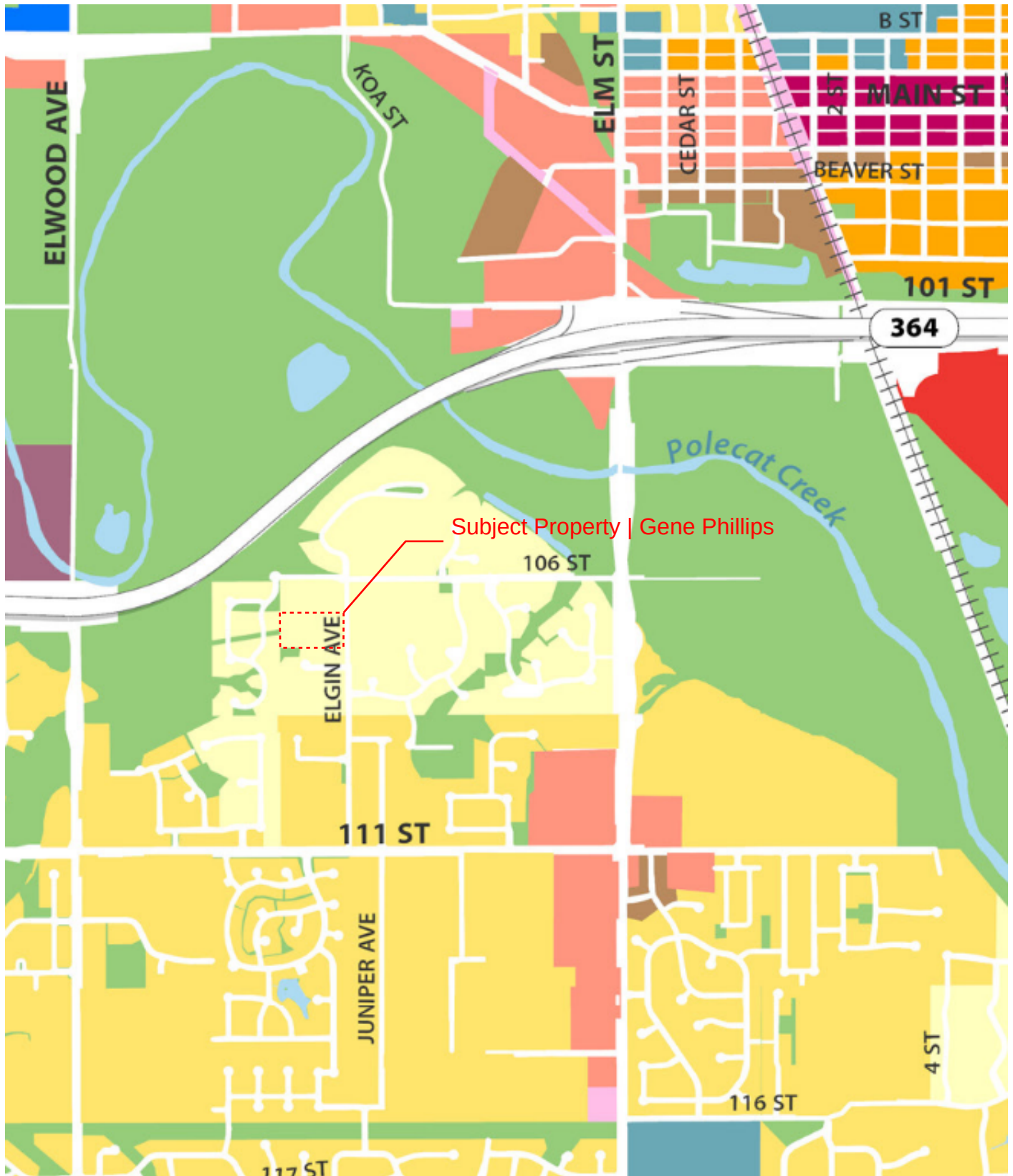
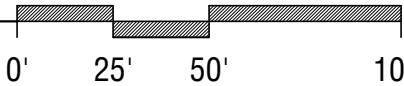
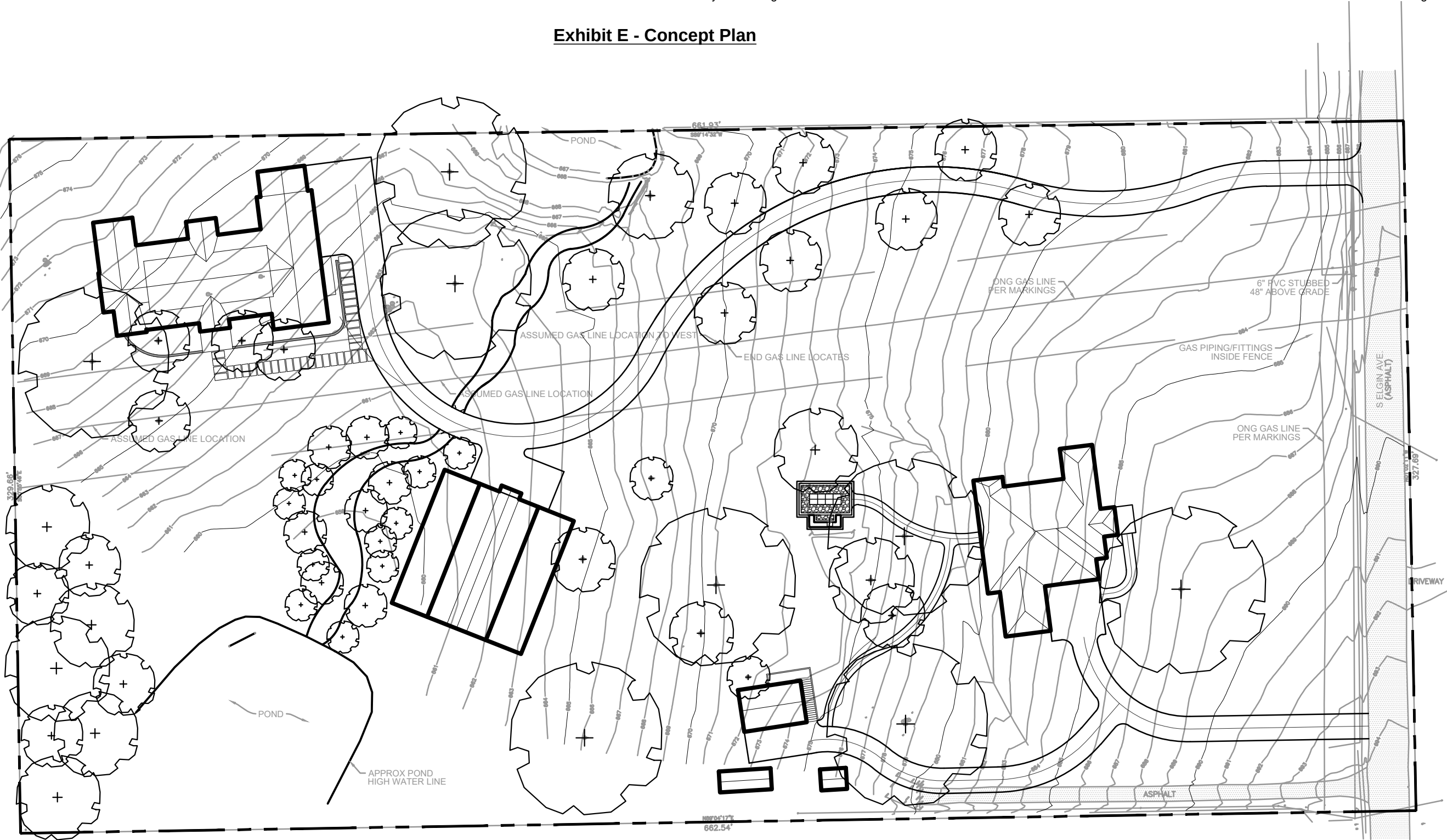


Exhibit E - Concept Plan



Sec. 16-3-1. Bulk and Dimensional Standards.

(A) Table 16-3-1(A) addresses the requirements applicable to development or use of a lot in a residential zoning district.

Table 16-3-1(A): Residential District Bulk and Dimensional Standards					
		PUD STANDARDS			
Standard	RS1	LOT 1	LOT 2	LOT 3	LOT 4
Lot Area (sqft)	10,000	40,000	60,000	60,000	40,000
Lot Area/DU (sqft)	10,000	40,000	60,000	60,000	40,000
Lot Width (ft)	70	100 (2) 40	100 (2) 95	150 (2) 30	150 150
Front (ft)	35	400	300	30	100
Exterior Side (ft)	35	10	N/A	30	N/A
Interior Side (ft)	15 (1)	50	5	30	30
Rear (ft)	25	35	10	100	35
Height (ft)	35	35	40	35	35
Impervious Surface Coverage	35%	35%	25%	20%	35%
Notes					
(1) The cumulative interior side yard setback shall be 15 feet. No interior side yard setback shall be less than 5 feet.					
(2) Required width if lots are combined, Red Approved Lot width as shown in Lot Split Document.					
(3) Garages shall be setback a minimum of 25 feet from the facing property line.					

Table 16-3-4(B) Residential District Permitted, Conditional, Special Exception, and Specific Uses						
		PUD STANDARDS				
Use	Additional Regulation	RS1	LOT 1	LOT 2	LOT 3	LOT 4
Residential Uses		RS1	LOT 1	LOT 2	LOT 2	LOT 4
Single-Family Detached		P	P	P	P	P
Accessory Uses		RS1	LOT 1	LOT 2	LOT 3	LOT 4
Accessory Building	16-5-12(A)	P	P	P	P	P
Accessory Dwelling	16-5-12(B)	P	P	P	P	P
Accessory Structure	16-5-12(D)	P	P	P	P	P

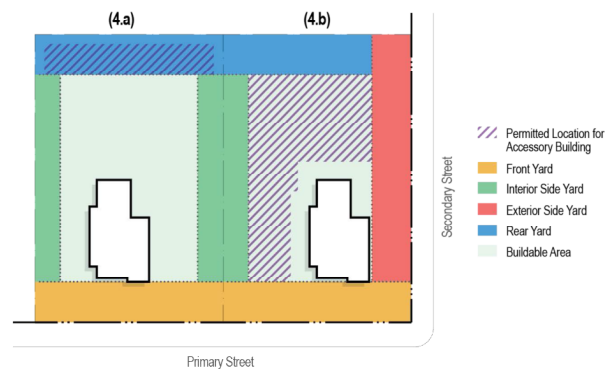
Sec. 16-5-12. Accessory Use Specific Standards.

(A) *Accessory Building.* In the AG District, only the provisions of subsections (4) and (5) shall apply.

- (1) One accessory building shall be permitted per lot.
- (2) On lots less than or equal to 20,000 square feet, an accessory building shall be a maximum of 700 square feet or 75 percent of the gross floor area of the principal building, whichever is more.
- (3) On lots greater than 20,000 square feet in area but less than 40,000 square feet, an accessory building shall be a maximum of 1,200 square feet or 75 percent of the gross floor area of the primary building, whichever is more.
- (4) On lots greater than 40,000 square feet in area, an accessory building shall be a maximum of 4,500 square feet or 110 percent of the gross floor area of the primary building, whichever is more

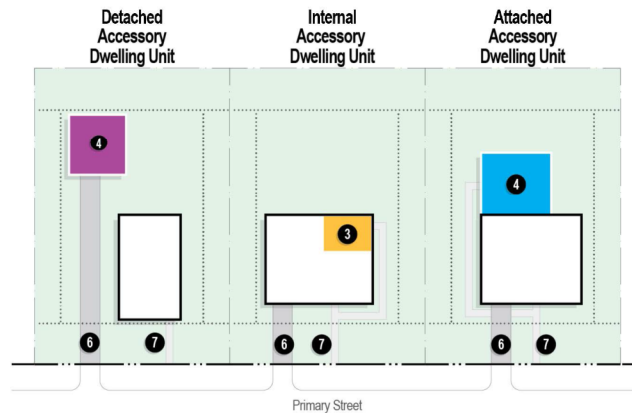
- (5) An accessory building shall be located either:
 - (a) Completely within the required rear yard and a minimum of five feet from lot lines, or
 - (b) Completely within the buildable area of the lot and to the interior side or rear of the principal building.
 - (c) On an adjacent lot to the primary structure.
- (6) An accessory building shall be located a minimum of ten feet from the primary building unless it is constructed with a one hour fire rating in which case the minimum separation from the primary building shall be five feet.

Figure 5.6: Accessory Building Permitted Locations



- (7) Private covenants enacted by homeowners associations or other entities may apply and may further restrict the allowed number, size, and location of accessory buildings.
- (B) *Accessory Dwelling.*
- (1) One accessory dwelling unit shall be permitted per lot.
 - (2) The primary residence of the owner of the property shall be either the primary building on the lot or the accessory dwelling.
 - (3) Internal accessory dwelling units shall not be greater than 20 percent of the size of the primary building, whichever is less.
 - (4) Detached and attached accessory dwelling units shall not be greater than 80 percent of the size of the primary building, unless located on an adjacent lot.
 - (5) Detached accessory dwelling units on adjacent lots shall not be greater than 110 percent of the size of the primary building.
 - (6) Only one entrance shall be located on the front façade of the primary building. Entrances to accessory dwelling units must be located on the interior side or rear façade.
 - (7) Both the primary building and the accessory dwelling unit shall be served by the driveway established for the primary building.
 - (8) Parking for the accessory dwelling unit, as required by section 16-6-1(E) of this UDO, shall be in addition to the parking space(s) required for the primary building. The parking for the accessory dwelling unit shall not be located in the required front yard setback. A tandem parking space, where one car is parked behind another, with the spaces required for the primary structure shall be prohibited.
 - (9) Accessory dwelling units shall be similar in character to the primary structure. (Remaining text was deleted)

Figure 5.7: Accessory Dwelling Types



- (9) Private covenants enacted by homeowners associations or other entities may apply and may further restrict the allowed number, size, or location, of accessory dwelling units.
- (D) *Accessory Structure.*
- (1) Two accessory structures shall be permitted per lot.
 - (2) An accessory structure shall not exceed 200 square feet.
 - (3) An accessory structure shall have a maximum height of sixteen feet.
 - (4) An accessory structure shall be located either:
 - (a) Completely within the required rear yard and a minimum of five feet from rear yard lot lines, or
 - (b) Completely within the buildable area of the lot and to the interior side or rear of the principal building.
 - (5) An accessory structure shall be located a minimum of ten feet from the primary building unless it is constructed with a one hour fire rating in which case the minimum separation from the primary building shall be five feet.

Figure 5.8: Accessory Structures Permitted Locations

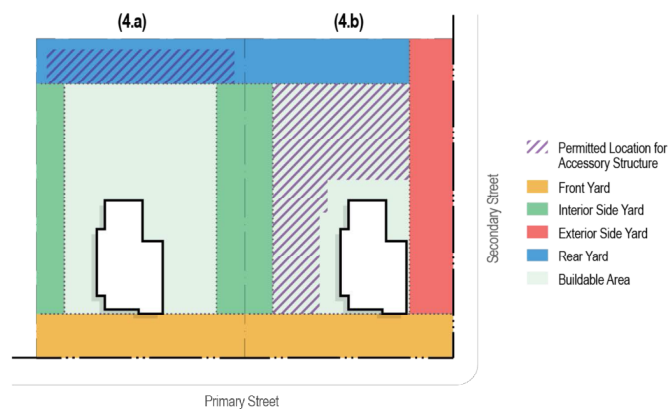
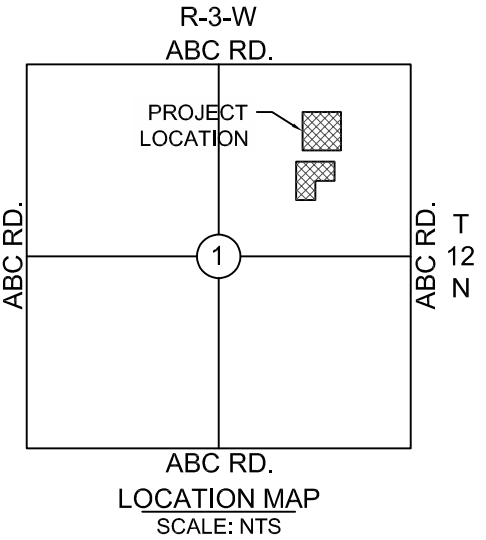
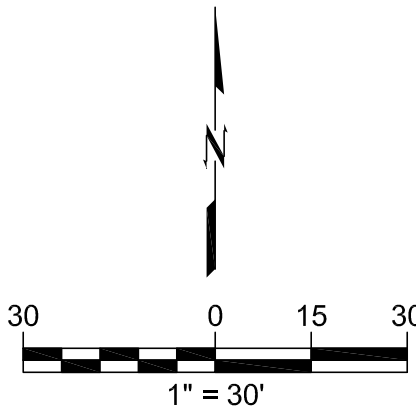
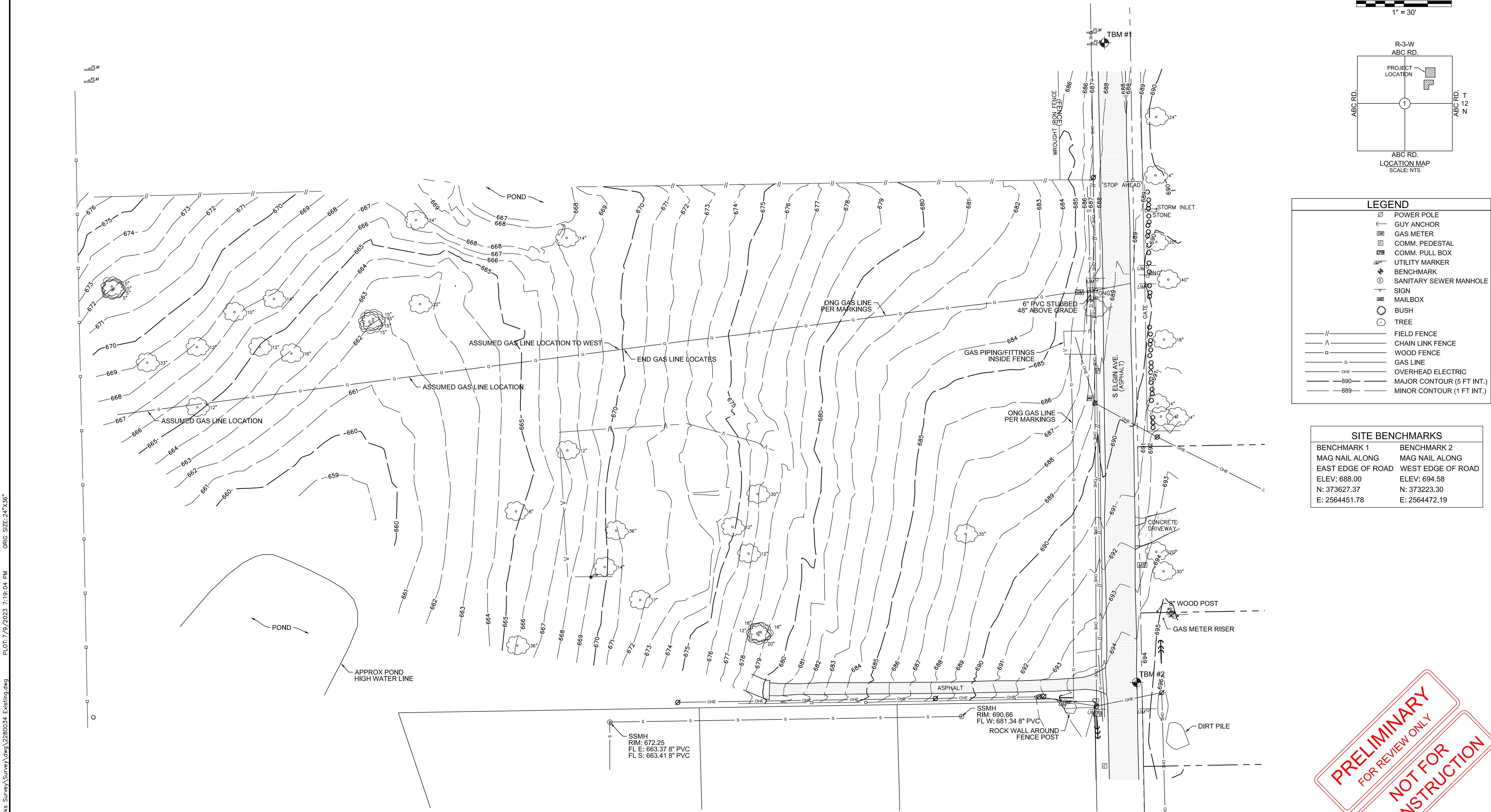


Exhibit G: Topography, Drainage, and Utility



LEGEND	
	POWER POLE
	GUY ANCHOR
	GAS METER
	COMM. PEDESTAL
	COMM. PULL BOX
	UTILITY MARKER
	BENCHMARK
	SANITARY SEWER MANHOLE
	SIGN
	MAILBOX
	BUSH
	TREE
	FIELD FENCE
	CHAIN LINK FENCE
	WOOD FENCE
	GAS LINE
	OVERHEAD ELECTRIC
	MAJOR CONTOUR (5 FT INT.)
	MINOR CONTOUR (1 FT INT.)

SITE BENCHMARKS	
BENCHMARK 1	BENCHMARK 2
MAG NAIL ALONG EAST EDGE OF ROAD	MAG NAIL ALONG WEST EDGE OF ROAD
ELEV: 688.00	ELEV: 694.58
N: 373627.37	N: 373223.30
E: 2564451.78	E: 2564472.19

PRELIMINARY
FOR REVIEW ONLY
NOT FOR CONSTRUCTION

- NOTES:
- ALL UNDERGROUND UTILITIES MAY NOT BE SHOWN. THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES PER ONE-CALL LOCATES AND VISIBLE SURFACE FEATURES.
 - THE LOCATIONS OF UNDERGROUND UTILITIES SHOWN HEREON ARE APPROXIMATE AND SHALL BE MARKED AND VERIFIED BY THE CONTRACTOR PRIOR TO EXCAVATION OR BORING.
 - NO ABSTRACT OF TITLE OR ATTORNEY'S TITLE OPINION WAS PROVIDED FOR THE COMPLETION OF THIS SURVEY.
 - WALLACE DESIGN COLLECTIVE, PC, WAS NOT CONTRACTED TO RESEARCH EASEMENTS OR ENCUMBRANCES OF RECORD, THEREFORE THE SUBJECT PROPERTY MAY HAVE EASEMENTS NOT SHOWN HEREON.
 - THE VERTICAL DATUM FOR THIS SURVEY BASED UPON GPS DATA (NAVD88).
 - THE HORIZONTAL DATUM FOR THIS SURVEY BASED ON OKLAHOMA STATE PLANE COORDINATE SYSTEM NORTH ZONE NAD83.
 - LAST SITE VISIT: MAY 31, 2023

\\okc-server\Civil\Projects\2280034_Phillips_Jenks_Survey\dwg\2280034_Existing.dwg PLOT: 7/9/2023 7:19:04 PM ORIG SIZE: 24"x36"



CAUTION
NOTICE TO CONTRACTOR

THE CONTRACTOR IS SPECIFICALLY CAUTIONED THE LOCATION AND ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS ARE BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE LOCAL UTILITY LOCATION CENTER AT LEAST 72 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATIONS OF THE UTILITIES.

Exhibit G - Topography, Drainage, & Utility

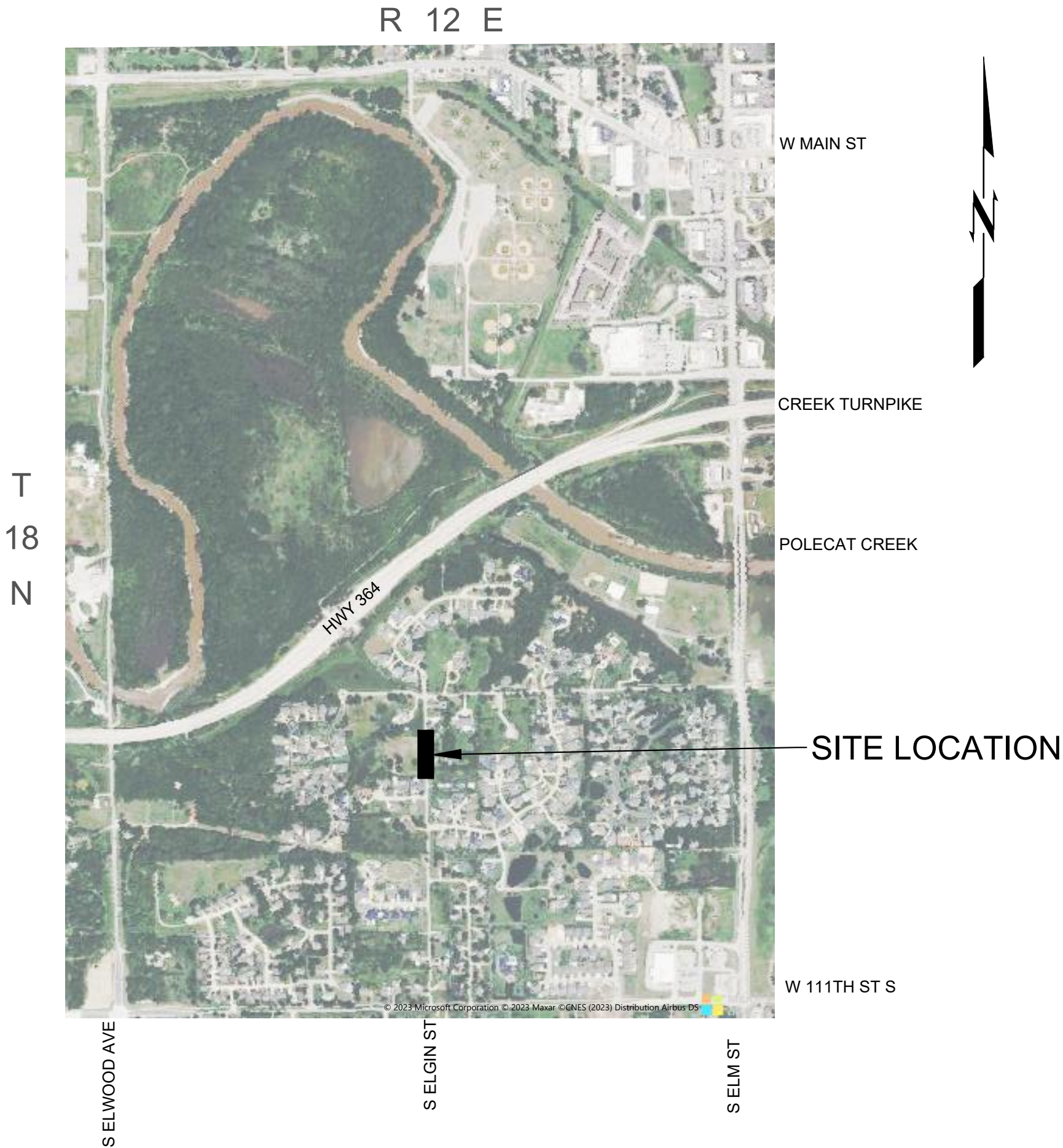
REV	DESCRIPTION	DATE

PROJECT NO.	2280034
SHEET NAME	
TOPOGRAPHIC SURVEY	
SHEET NO.	1
OF 1	

PHILLIPS TRACT WATERLINE EXTENSION

Project No. 2280034
Jenks, Oklahoma

UTILITY COORDINATION		
COMPANY	CONTACT	PHONE NO.
CITY OF JENKS PLANNING DEPARTMENT	MARCAE HILTON	918-556-7441
CITY OF JENKS CITY MANAGER	CHRISTOPHER SHROUT	918-556-7410
JENKS WATER & SANITATION	GARY HEAD	918-299-5363
AMERICAN ELECTRIC & POWER/ PSO	MIKE BIBBY	918-250-6257
OKLAHOMA NATURAL GAS	ROBERT RILEY	918-831-8317
COX COMMUNICATIONS	JASON HOLT	918.830-7238
AT&T	AL NICHOLS	918-596.4237
CITY OF JENKS ENGINEERING	F. ROBERT CARR	918-299-5883



Sheet List Table	
SHEET NUMBER	SHEET NO
C100	COVER SHEET
C101	GENERAL UTILITY NOTES
C400	WATER PLAN AND PROFILE SHEET 1
C401	WATER PLAN AND PROFILE SHEET 2
C800	WATERLINE DETAILS

SITE BENCHMARKS	
BENCHMARK 1	BENCHMARK 2
MAG NAIL ALONG	MAG NAIL ALONG
EAST EDGE OF ROAD	WEST EDGE OF ROAD
ELEV: 688.00	ELEV: 694.58
N: 373627.37	N: 373223.30
E: 2564451.78	E: 2564472.19

LEGEND

ABBREVIATIONS		LINETYPES		SYMBOLS			
(M)	MEASURED DATA	_____	CENTERLINE		UTILITY POLE		DOWNSPOUT
(R)	RECORD DATA	_____	SILT FENCE		LIGHT POLE		ROOF DRAIN
BC	BACK OF CURB	_____	LIMITS OF CONSTRUCTION		GUY ANCHOR		STORM DRAIN MANHOLE
BL	BUILDING LINE	_____	PROPOSED MAJOR CONTOUR		ELECTRIC BOX		FIRE DEPARTMENT CONNECTION
CL	CENTERLINE	_____	PROPOSED MINOR CONTOUR		ELECTRIC METER		FIRE HYDRANT
EG	EXISTING GRADE	_____	EXISTING MAJOR CONTOUR		ELECTRIC TRANSFORMER		IRRIGATION CONTROL VALVE
FF	FINISHED FLOOR	_____	EXISTING MINOR CONTOUR		A/C UNIT		SHUT-OFF VALVE
FG	FINISHED GRADE	_____	EASEMENT		ELECTRIC MANHOLE		SPRINKLER HEAD
FL	FLOWLINE	_____	FENCE		GAS METER		WATER METER
GL	GUTTER LINE	_____	PROPERTY LINE		GAS VALVE		WATER VALVE
HP	HIGH POINT	_____	LOT LINE		OIL/GAS WELLHEAD		YARD HYDRANT
INV	INVERT	_____	BUILDING SETBACK		VENT PIPE		PIPE BOLLARD
LF	LINEAR FEET	_____	FIBER OPTIC		PIPELINE MARKER		BENCHMARK
LP	LOW POINT	_____	OVERHEAD COMMUNICATION		COMMUNICATION PEDESTAL		ACCESSIBLE PARKING
ME	MATCH EXISTING	_____	UNDERGROUND COMMUNICATION		COMMUNICATION MANHOLE		MAILBOX
RW	RIGHT-OF-WAY	_____	OVERHEAD ELECTRIC		SEWER CLEAN-OUT		MONITORING WELL
SF	SQUARE FEET	_____	UNDERGROUND ELECTRIC		SANITARY SEWER MANHOLE		POTHOLE
SY	SQUARE YARDS	_____	NATURAL GAS				SIGN
TBK	TOP OF BANK	_____	SEWER FORCE MAIN				
TC	TOP OF CURB	_____	SANITARY SEWER MAIN				
TG	TOP OF GRATE	_____	SANITARY SEWER SERVICE				
TOE	TOE OF BANK	_____	DRAINAGE AREA, MAJOR				
TP	TOP OF PAVEMENT	_____	DRAINAGE AREA, MINOR				
TR	TOP OF RIM	_____	DRAINAGE FLOW PATH				
TS	TOP OF SIDEWALK	_____	STORM DRAINAGE PIPE				
TW	TOP OF WALL	_____	FIRE LINE				
		_____	WATER LINE				
		_____	WATER SERVICE LINE				
		_____	IRRIGATION LINE				



Know what's below.
Call before you dig.

CAUTION NOTICE TO CONTRACTOR

THE CONTRACTOR IS SPECIFICALLY CAUTIONED THE LOCATION AND ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS ARE BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE LOCAL UTILITY LOCATION CENTER AT LEAST 72 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATIONS OF THE UTILITIES.



wallace design collective, p.c.
structural-civil-landscape-survey
123 north martin luther king jr. blvd.
tulsa, oklahoma 74103
918.584.5856

INTERIM REVIEW ONLY

THESE DOCUMENTS ARE INCOMPLETE.
THEY ARE NOT INTENDED TO BE USED
FOR PERMIT, BIDDING, OR
CONSTRUCTION.

11/28/2022 10:27:05 AM

PHILLIPS TRACT
WATERLINE EXTENSION

JENKS, OKLAHOMA

DATE					
DESCRIPTION					
REV					

DATE 7-17-23
PROJECT NO. 2280034
SHEET NAME

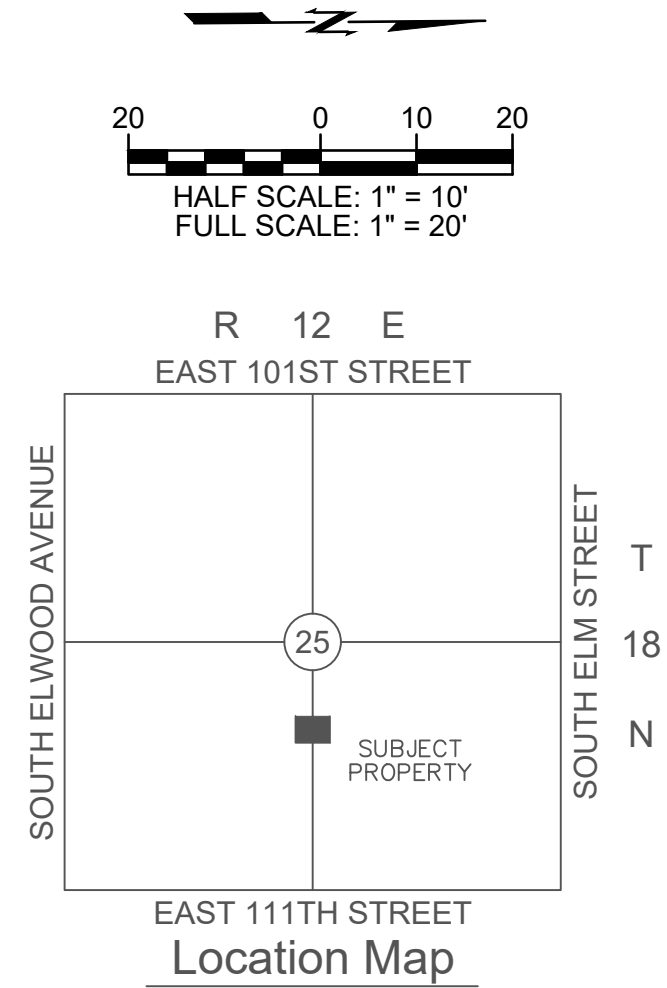
COVER SHEET

SHEET NO.
C100

wallace design collective, pc
structural · civil · landscape · survey
123 north martin luther king jr. blvd.
tulsa, oklahoma 74103
918.584.5858

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FOR PERMIT, BIDDING, OR
CONSTRUCTION.

JENKS, OKLAHOMA

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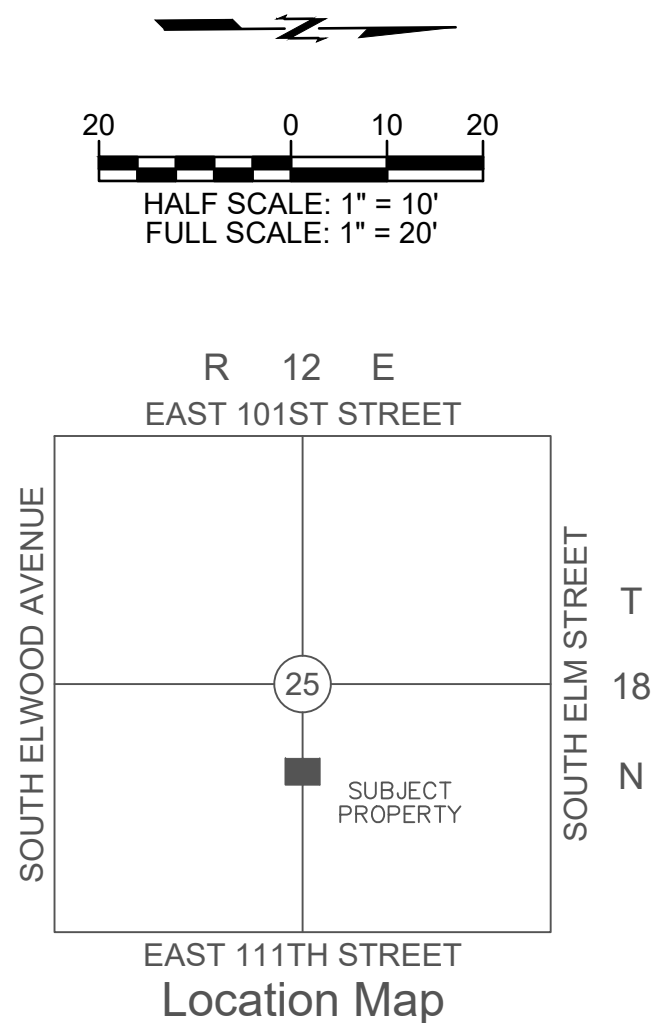
wallace
design
collective

**INTERIM REVIEW
ONLY**

11/28/2022 10:27:05 AM

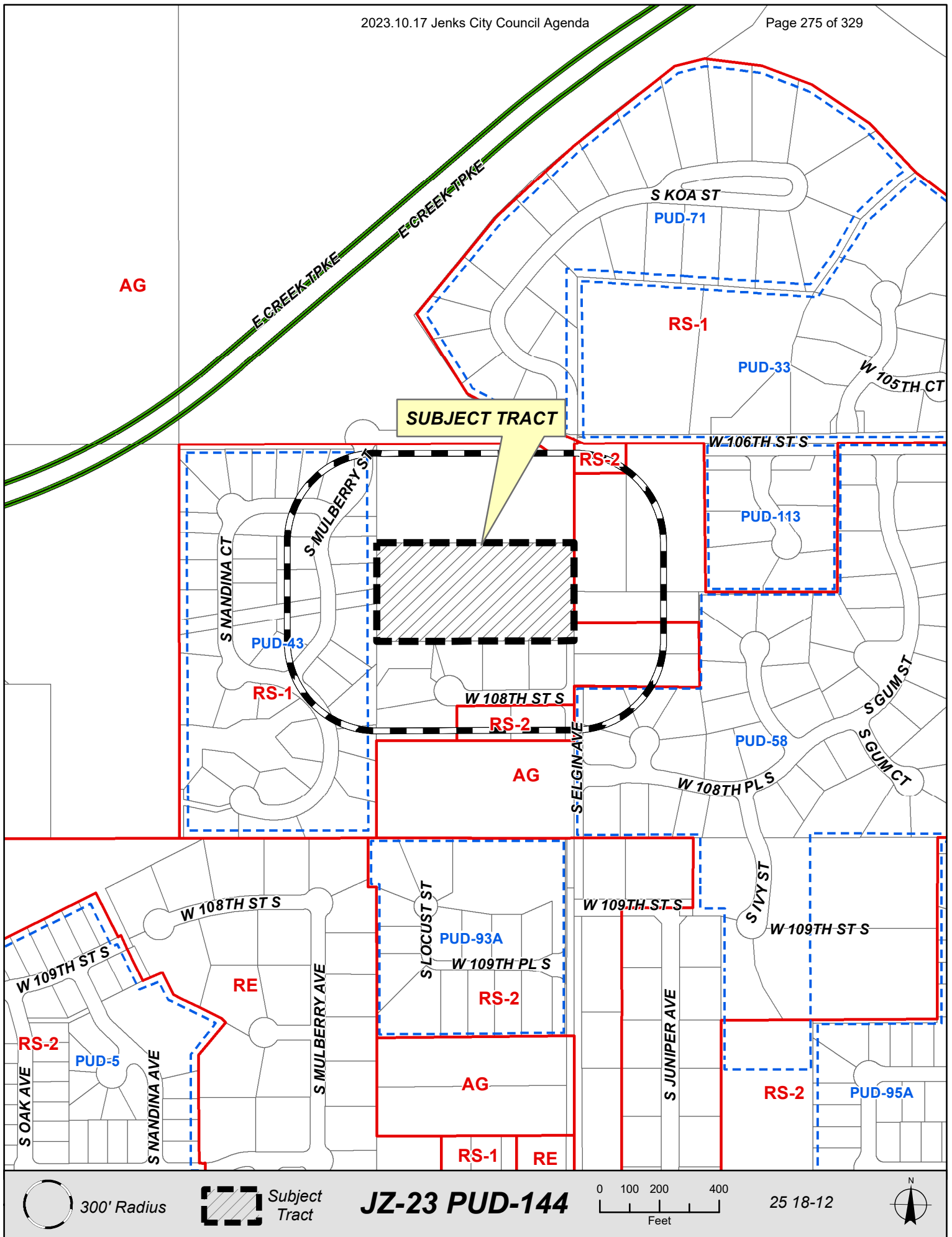
JENKS, OKLAHOMA

DATE 7-17-23
PROJECT NO. 2280034
SHEET NAME
**WATER PLAN
AND PROFILE
SHEET 2**
SHEET NO.
C401



Know what's **below**.
Call before you dig

THE CONTRACTOR IS SPECIFICALLY CAUTIONED THE LOCATION AND ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS ARE BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE LOCAL UTILITY LOCATION CENTER AT LEAST 72 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATIONS OF THE UTILITIES.



AG

E CREEK TPKE

S KOAL ST
PUD-71

RS-1

PUD-33

W 105TH CT

SUBJECT TRACT

W 106TH ST S

PUD-113

S NANDINA CT

PUD-43

S MULBERRY ST

RS-2

W 108TH ST S

RS-2

AG

S ELGIN AVE

PUD-58

W 108TH PL S

SGUM ST
SGUM CT

W 108TH ST S

W 109TH ST S

RE

RS-2

PUD-5

S NANDINA AVE

S MULBERRY AVE

S LOCUST ST

PUD-93A

W 109TH PL S

RS-2

AG

W 109TH ST S

S JUNIPER AVE

W 109TH ST S

RS-2

PUD-95A

RS-1

RE

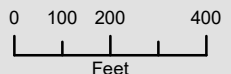


300' Radius



Subject Tract

JZ-23 PUD-144



25 18-12



**ORDINANCE NO. 1628
(JZ 23 PUD-144)**

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF JENKS, OKLAHOMA AND CREATING PUD-144 (PLANNED UNIT DEVELOPMENT NUMBER 144); REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY; AND DECLARING AN EMERGENCY

.....

WHEREAS, the owner of certain real property has petitioned for the zone change of a parcel of land and creation of a Planned Unit Development; and

WHEREAS, a public hearing on said zone change was held by the Jenks Planning Commission on September 21, 2023, and a public hearing on said zone change was held by the Jenks City Council on October 17, 2023, and due consideration has been given to any public comments; and

WHEREAS, the City Council of the City of Jenks, Oklahoma finds that the zone change promotes the health, safety, or general welfare of the Jenks community and that the same is necessary and expedient.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF JENKS, OKLAHOMA:

SECTION I. PUD-144 (Planned Unit Development 144) is hereby approved and created for the following described property:

S/2 NE NE SW SEC 25 18 12 5ACS

General Location: 10636 S ELGIN AV W

The zoning map and zoning district of the City of Jenks is hereby amended to create PUD-144.

SECTION II. That approval of PUD-144 shall be subject to the conditions as set forth in the official minutes of the Jenks City Council meeting approving this ordinance as well as the corresponding Planned Unit Development. Including §16-9-8(K) of the Jenks City Code, which states that the PUD will be considered null and void if no building permits have been issued or if the property hasn't been platted within five (5) years. Should the PUD become void, the underlying zoning will not change.

SECTION III. That all ordinances or parts of ordinances in conflict herewith be and the same are hereby expressly repealed.

SECTION IV. If any section, sentence, clause or phrase of this ordinance or any part

thereof is for any reason found to be invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remainder of this ordinance or any part thereof.

Approved this _____ day of _____ 2023

CITY OF JENKS, OKLAHOMA

MAYOR

SECTION V. Since the immediate operation of the provisions of the Ordinance is necessary for the preservation of public health, welfare and safety, an emergency is hereby declared to exist and this ordinance shall be in full force and effect from and after its passage by the City Council.

Emergency Clause approved separately this _____ day of _____ 2023.

CITY OF JENKS, OKLAHOMA

MAYOR

Attest:

CITY CLERK

Approved as to form:

CITY ATTORNEY



JENKS FIRE & RESCUE

P.O. Box 2007
Jenks, OK 74037-2007
918-298-1491

To: Chris Shrout, City Manager
From: Greg Ostrum, Fire Chief
RE: FY 2022 Staffing for Fire and Emergency Response (SAFER) Grant

I am extremely pleased to announce that Jenks Fire Rescue and the City of Jenks have been awarded a Staffing for Fire and Emergency Response (SAFER) Grant for the FY 2022 application period!

The total award is \$1,265,088.00 to be used to pay the salary and benefits of six new firefighter positions for the next three years. There is no cost share or match for this award, it is 100% funded through the grant program.

The SAFER Grant is a FEMA program that is designed to enhance the safety of the public and firefighters by assisting municipalities in meeting industry standards and attaining adequate fire protection to fulfill the traditional missions of the fire service.

From the FEMA funding notice:

"The objectives of the SAFER Program are to assist local fire departments with staffing and deployment capabilities to respond to emergencies and ensure that communities have adequate protection from fire and fire-related hazards. Local fire departments accomplish this by improving staffing and deployment capabilities, so they may more effectively and safely respond to emergencies. With enhanced staffing levels, recipients should experience a reduction in response times and an increase in the number of trained personnel assembled at the incident scene."

FY 2022 marks the 5th consecutive year that the City of Jenks has applied for a SAFER grant. The first three years the grant was written and submitted entirely in-house. The city approved hiring a professional grant writer last year, and with their assistance Jenks Fire Rescue was able to submit a much more competitive grant application that resulted in this year's funding award.

We are thankful for the city's continued support of Jenks Fire Rescue's goal of enhancing public safety through more effective firefighting operations.

Award Letter

U.S. Department of Homeland Security
Washington, D.C. 20472

Effective date: 09/15/2023

Robert Saucedo
CITY OF JENKS
P.O. BOX 2007
JENKS, OK 74037

EMW-2022-FF-01874



Dear Robert Saucedo,

Congratulations on behalf of the Department of Homeland Security. Your application submitted for the Fiscal Year (FY) 2022 Staffing for Adequate Fire and Emergency Response (SAFER) Grant funding opportunity has been approved in the amount of \$1,265,088.00 in Federal funding.

FEMA has waived, in part or in full, one or more requirements for this grant award. See the Summary Award Memo for additional information about Economic Hardship Waivers.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo - included in this document
- Agreement Articles - included in this document
- Obligating Document - included in this document
- 2022 SAFER Notice of Funding Opportunity (NOFO) - incorporated by reference

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,

A handwritten signature in blue ink that reads 'P.S. Williams'.

PAMELA WILLIAMS
Assistant Administrator, Grant Programs

Summary Award Memo

Program: Fiscal Year 2022 Staffing for Adequate Fire and Emergency Response

Recipient: CITY OF JENKS

UEI-EFT: FLLNBZ1B3KG9

DUNS number: 078642113

Award number: EMW-2022-FF-01874

Summary description of award

The purpose of the SAFER Grant Program is to provide funding directly to fire departments and volunteer firefighter interest organizations to assist in increasing the number of firefighters to help communities meet industry minimum standards and attain 24-hour staffing to provide adequate protection from fire and fire-related hazards, and to fulfill traditional missions of fire departments. After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application and detailed in the project narrative as well as the request details section of the application — including budget information — was consistent with the SAFER Grant Program's purpose and was worthy of award.

Except as otherwise approved as noted in this award, the information you provided in your application for Fiscal Year (FY) 2022 Staffing for Adequate Fire and Emergency Response (SAFER) Grant funding is incorporated into the terms and conditions of this award. This includes any documents submitted as part of the application.

Approved Economic Hardship Waivers

Position cost limit waiver

FEMA has waived the position cost limit requirement for this grant award. Costs are limited to the approved budget per position.

Cost share waiver

FEMA has waived the cost share requirement for this grant award. You are not required to contribute non-Federal funds for this grant award. The recipient is responsible for any costs that exceed the Federal funding provided for this grant award.

Minimum budget waiver

FEMA has waived the minimum budget requirement for this award.

Non-supplanting waiver

FEMA has waived the non-supplanting requirement for this award. SAFER grant funds may be used to replace funds that would be available from State or local sources or from the Bureau of Indian Affairs.

Amount awarded

The amount of the award is detailed in the attached Obligating Document for Award. The cost share amounts described in this award letter are based on the approved total project cost; however, the Federal funding available is limited based on the applicable position cost limit and the applicable cost share as applied to actual costs.

The following are the total approved budgeted estimates for object classes for all funded firefighter positions for this award (including Federal share plus your cost share, if applicable, as applied to the estimated costs):

Object Class	First Year	Second Year	Third Year	Total
Personnel	\$289,776.00	\$303,834.00	\$315,078.00	\$908,688.00
Fringe benefits	\$118,800.00	\$118,800.00	\$118,800.00	\$356,400.00
Travel	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Supplies	\$0.00	\$0.00	\$0.00	\$0.00
Contractual	\$0.00	\$0.00	\$0.00	\$0.00
Construction	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00	\$0.00
Indirect charges	\$0.00	\$0.00	\$0.00	\$0.00
Federal	\$408,576.00	\$422,634.00	\$433,878.00	\$1,265,088.00
Non-federal	\$0.00	\$0.00	\$0.00	\$0.00
Total	\$408,576.00	\$422,634.00	\$433,878.00	\$1,265,088.00
Program Income				\$0.00

Approved scope of work

After review of your application, FEMA has approved the below scope of work. Justifications are provided for any differences between the scope of work in the original application and the approved scope of work under this award. You must submit scope or budget revision requests for FEMA's prior approval, via an amendment request, as appropriate per 2 C.F.R. § 200.308 and the FY2022 SAFER NOFO.

Approved request details:

Hiring of Firefighters

New, Additional Firefighter(s)

BENEFITS FUNDED

Health, dental, vision, Supplemental life insurance, worker's comp, AD&D, short- and long-term disability

NUMBER OF FIREFIGHTERS

6

	ANNUAL SALARY PRICE	ANNUAL BENEFITS	TOTAL PER FIREFIGHTER
Year 1	\$48,296.00	\$19,800.00	\$68,096.00
Year 2	\$50,639.00	\$19,800.00	\$70,439.00
Year 3	\$52,513.00	\$19,800.00	\$72,313.00
3 Year Total	\$1,265,088.00		

Agreement Articles

Program: Fiscal Year 2022 Staffing for Adequate Fire and Emergency Response

Recipient: CITY OF JENKS

UEI-EFT: FLLNBZ1B3KG9

DUNS number: 078642113

Award number: EMW-2022-FF-01874

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Article 1**Assurances, Administrative Requirements, Cost Principles, Representations and Certifications**

I. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency. II. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002. III. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. § 170.315, certify that their policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

Article 2**General Acknowledgements and Assurances**

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. I. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS. II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel. III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance. V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>. DHS Civil Rights Evaluation Tool | Homeland Security. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Article 3	Acknowledgement of Federal Funding from DHS Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.
Article 4	Activities Conducted Abroad Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.
Article 5	Age Discrimination Act of 1975 Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.
Article 6	Americans with Disabilities Act of 1990 Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.
Article 7	Best Practices for Collection and Use of Personally Identifiable Information Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.
Article 8	Civil Rights Act of 1964 – Title VI Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article 9	Civil Rights Act of 1968 Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. § 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)
Article 10	Copyright Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.
Article 11	Debarment and Suspension Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.
Article 12	Drug-Free Workplace Regulations Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).
Article 13	Duplication of Benefits Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons.

Article 14	Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.
Article 15	E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety Recipient State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.
Article 16	Energy Policy and Conservation Act Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.
Article 17	False Claims Act and Program Fraud Civil Remedies Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)
Article 18	Federal Debt Status All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)
Article 19	Federal Leadership on Reducing Text Messaging while Driving Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.
Article 20	Fly America Act of 1974 Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article 21	Hotel and Motel Fire Safety Act of 1990 Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a
Article 22	John S. McCain National Defense Authorization Act of Fiscal Year 2019 Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons
Article 23	Limited English Proficiency (Civil Rights Act of 1964, Title VI) Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov .
Article 24	Lobbying Prohibitions Recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.
Article 25	National Environmental Policy Act Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq. and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans

Article 26	Nondiscrimination in Matters Pertaining to Faith-Based Organizations It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.
Article 27	Non-Supplanting Requirement Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.
Article 28	Notice of Funding Opportunity Requirements All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.
Article 29	Patents and Intellectual Property Rights Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.
Article 30	Procurement of Recovered Materials States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.
Article 31	Rehabilitation Act of 1973 Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973), (codified as amended at 29 U.S.C. § 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article 32**Reporting of Matters Related to Recipient Integrity and Performance**

General Reporting Requirements: If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

Article 33**Reporting Subawards and Executive Compensation**

Reporting of first tier subawards. Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

Article 34**Required Use of American Iron, Steel, Manufactured Products, and Construction Materials**

Recipients must comply with the “Build America, Buy America” provisions of the Infrastructure Investment and Jobs Act and E.O. 14005. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless: (1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project. Waivers When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. Information on the process for requesting a waiver from these requirements is on the website below. (a) When the federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that: (1) applying the domestic content procurement preference would be inconsistent with the public interest; (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office. There may be instances where an award qualifies, in whole or in part, for an existing waiver described at “Buy America” Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov. The awarding Component may provide specific instructions to Recipients of awards from infrastructure programs that are subject to the “Build America, Buy America” provisions. Recipients should refer to the Notice of Funding Opportunity for further information on the Buy America preference and waiver process.

Article 35	SAFECOM Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.
Article 36	Terrorist Financing Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.
Article 37	Trafficking Victims Protection Act of 2000 (TVPA) Trafficking in Persons. Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.
Article 38	Universal Identifier and System of Award Management Requirements for System for Award Management and Unique Entity Identifier Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.
Article 39	USA PATRIOT Act of 2001 Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.
Article 40	Use of DHS Seal, Logo and Flags Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.
Article 41	Whistleblower Protection Act Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

Article 42**Environmental Planning and Historic Preservation (EHP) Review**

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program and applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archaeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Article 43**Applicability of DHS Standard Terms and Conditions to Tribes**

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to sub-recipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

Article 44**Acceptance of Post Award Changes**

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/ GMD Call Center at (866) 927-5646 or via e-mail to: ASK-GMD@fema.dhs.gov if you have any questions.

Article 45**Disposition of Equipment Acquired Under the Federal Award**

For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state sub-recipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state sub-recipients must follow the disposition requirements in accordance with state laws and procedures.

Article 46	Prior Approval for Modification of Approved Budget Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308. For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved. For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work. You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.
Article 47	Indirect Cost Rate 2 C.F.R. section 200.211(b)(15) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.
Article 48	Award Performance Goals FEMA will measure the recipient's performance of the grant by comparing the firefighter hiring activities of new, additional firefighters, rehire laid off firefighters, or retain firefighters facing layoff OR recruitment and retention activities of volunteer firefighters who are involved with or trained in the operations of firefighting and emergency response as requested in its application. In order to measure performance, FEMA may request information throughout the period of performance. In its final performance report submitted at closeout, the recipient is required to report on the recipients increased compliance with the National standards described in the NOFO.

Obligating document

1. Agreement No. EMW-2022-FF-01874	2. Amendment No. N/A	3. Recipient No. 736005269	4. Type of Action AWARD	5. Control No. WX01189N2023T
6. Recipient Name and Address CITY OF JENKS 211 N ELM ST JENKS, OK 74037		7. Issuing FEMA Office and Address Grant Programs Directorate 500 C Street, S.W. Washington DC, 20528-7000 1-866-927-5646		8. Payment Office and Address FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20742

9. Name of Recipient Project Officer Robert Saucedo	9a. Phone No. 9184177969	10. Name of FEMA Project Coordinator Staffing for Adequate Fire and Emergency Response (SAFER) Grant Program			10a. Phone No. 1-866-274-0960	
11. Effective Date of This Action 09/15/2023	12. Method of Payment OTHER - FEMA GO	13. Assistance Arrangement COST SHARING	14. Performance Period 03/13/2024 to 03/12/2027 Budget Period 03/13/2024 to 03/12/2027			
15. Description of Action a. (Indicate funding data for awards or financial changes)						
Program Name Abbreviation	Assistance Listings No.	Accounting Data(ACCS Code)	Prior Total Award	Amount Awarded This Action + or (-)	Current Total Award	Cumulative Non-Federal Commitment
SAFER	97.083	2023-F2-GF01 - P410-xxxx-4101-D	\$0.00	\$1,265,088.00	\$1,265,088.00	\$0.00
Totals			\$0.00	\$1,265,088.00	\$1,265,088.00	\$0.00
b. To describe changes other than funding data or financial changes, attach schedule and check here: N/A						
16.FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address) This field is not applicable for digitally signed grant agreements						
17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)					DATE	
18. FEMA SIGNATORY OFFICIAL (Name and Title) PAMELA WILLIAMS, Assistant Administrator, Grant Programs					DATE 09/15/2023	



CITY OF JENKS

211 NORTH ELM STREET • P.O. BOX 2007

JENKS, OKLAHOMA 74037-2007

PHONE (918) 299-5883 • FAX (918) 299-4489

To: City Councilmembers/JEDA Trustees

Cc: Chris Shrout, City Manager

From: Teresa Nowlin, City Attorney

Date: October 12, 2023

Re: Disposition and Economic Development Agreement with High 5

This Economic Development Agreement is between the City, JEDA and High 5. High 5 proposes to invest at least \$19 million to construct a High 5 Entertainment location which will be a two story, 43,250 square foot entertainment facility to include 24 bowling lanes, an arcade, food, beverage, mini golf, laser tag, escape rooms, virtual reality, and private event space for over 100 people (the “**Project**”) on a 3.52 acre parcel of property located on the Aquarium campus (see attached Aerial view of property). The parcel owned by the City and leased to the JAA and is valued at \$2,430,000.00 according to an appraisal.

As an economic development incentive, the City will provide the land at \$0 and JEDA will invest \$1,250,000 in the Project. The value of the land plus the \$1,250,000 is treated as the City’s contribution to the project totaling approximately \$3,680,000.00. The City/JEDA will be repaid a return as if they were an equity investor. JEDA will receive a 9% per annum preferred simple non-compounding interest return until 150% of the principal amount is repaid. Then JEDA will also receive an annual payment of the distributable amount of cash generated by the Project of approximately 15% (depending on the total cost of the project).

To secure the City’s and JEDA’s investment, there will be a reversionary clause in the deed in the event the project is not constructed in the time set forth in the Agreement. Also High 5 will provide a personal guarantee from its holding company.

The Agreement provides that the Project must be completed by December 2025 though High 5 intends to be completed earlier.

Conditions precedent: Before City has any obligation to convey title to the Property to High 5 or to transfer funds, each of these conditions has to be met:

1. site plan approval under SUP (which includes JAA and OAF);
2. A shared parking agreement must be executed between High 5, City and JAA;
3. Surplus property resolution approved by City;
4. JAA must approve an amendment/release of lease for the property
5. Receipt of guaranty agreement(s)

Staff recommends approval.



LAND TRACT
AERIAL AND FRONT VIEWS

Aerial and Front Views

AERIAL VIEW



FRONT VIEW



DISPOSITION AND ECONOMIC DEVELOPMENT AGREEMENT

BETWEEN THE

CITY OF JENKS

AND

HIGH 5

DISPOSITION AND ECONOMIC DEVELOPMENT AGREEMENT

THIS DISPOSITION AND ECONOMIC DEVELOPMENT AGREEMENT (this “**Agreement**”) is made this _____ day of _____, 2023 (the “**Effective Date**”), by and between the **City of Jenks** (“**City**”); the **Jenks Economic Development Authority (JEDA)**; and HD5 Entertainment, LLC, a Texas limited liability company and/or assigns (“**Developer**”); and High Five Entertainment, LLC, a Texas limited liability company and/or assigns (“**Operator**”). Developer and Operator may be individually referred to hereinafter as “**High 5**”. City, JEDA, Developer, and Operator shall be individually referred to hereinafter as a “**Party**,” and collectively as the “**Parties**”.

RECITALS:

(a) JEDA is an Oklahoma Title 60 public trust with the City of Jenks as its beneficiary. JEDA’s trust purposes include “the support and promotion of economic development and commerce . . . within the geographic limits of the City.”

(b) The City has undertaken a program for the economic development and rehabilitation of riverfront Jenks, Oklahoma, including engaging a consultant to prepare a concept and master plan and engaging in strategic planning focused upon the riverfront area.

(c) In order to accelerate achievement of the City’s economic development objectives and the strategic plan, the City has engaged in efforts to recruit entertainment and dining establishments that would complement the Oklahoma Aquarium for the parcels that are a part of the Aquarium campus and have previously been approved as appropriate for commercial development and specifically for the subject property which is more specifically described on **Attachment A** (the “**Property**”).

(d) Developer proposes invest at least \$19 million to construct a High 5 Entertainment location a two story, 43,250 square foot entertainment facility to include 24 bowling lanes, an arcade, food, beverage, mini golf, laser tag, virtual reality, and private event space for over 100 people (the “**Project**”) on the Property.

(e) The Project is anticipated to create at least 30 new full time jobs, 70 new part time jobs.

(f) The City and JEDA find that the Project and its subsequent operations are reasonably expected to provide direct economic benefits within the City through increasing City sales tax receipts, increasing *ad valorem* tax revenues derived by the City, Tulsa County, the Jenks Public School District, and other local and governmental entities.

(g) The City and JEDA find that the Project provides an entertainment use complimentary to the Oklahoma Aquarium and will help draw visitors to the Aquarium.

(h) The City and JEDA further find that ample consideration is provided to the City and JEDA through the repayment of the development project assistance under this Agreement.

(i) The primary purposes of this Agreement are to establish the terms under which City will convey the Property to Developer, to obligate Developer (or an affiliated entity) to complete the Project, and for City to provide for any public assistance necessary to accomplish those purposes.

TERMS AND CONDITIONS:

The Parties do hereby covenant and agree as follows:

1. General Scope of Development; Consideration.

(a) Scope of the Project. The Project will be located upon the Property and will be developed in a manner that meets all applicable city, state, and federal laws, rules, and regulations. The Project will be developed in a single phase and will consist of an investment by Developer of at least Nineteen Million Dollars (\$19,000,000.00) towards construction costs, in any event as determined by a development budget submitted by Developer and consented to in writing by City, which consent shall not be unreasonably withheld, conditioned or delayed. The Developer upon request by the City provide receipt, invoices and other documentation as reasonably requested by the City to document compliance with the capitol investment requirement.

(b) The Developer shall construct and the Project shall contain the following:

(i) At least 43,000 dedicated square feet of combined restaurant, bar, and entertainment, sales-tax generating space with an intent to increase local sales tax which shall include (but is not limited to):

- (1) 24 standard and duckpin bowling lanes,
- (2) an arcade,
- (3) escape rooms,
- (4) outdoor mini golf,
- (5) laser tag,
- (6) virtual reality,
- (7) private event space for over 100 people.

(c) Additional Requirements and Standards for the Project. All construction work will be completed pursuant to design documents to be submitted to appropriate regulatory authorities pursuant to applicable law. It is anticipated that the Project will be operational for at least ten (10) years. To ensure the Project is completed, City agrees to contribute development financing assistance, on terms and conditions more particularly described in Section 5 of this Agreement.

(d) Other Developer Obligations.

(i) Developer shall provide 146 on-site parking spaces and will negotiate, by way of a separate shared parking agreement, an additional 123 needed parking spaces. This formal parking agreement approved by City Council and Jenks Aquarium Authority will be required, with data provided from the Parking Study as detailed in Sec. 16-6-1. Off-Street Parking and Loading. (F) The final shared parking agreement will be included as a future Addendum to this Agreement. (“Parking Agreement Addendum”)

(ii) Cross-marketing opportunities: Operator shall meet with Oklahoma Aquarium and Jenks Chamber of Commerce marketing representatives and potentially representatives of other Aquarium campus businesses at least twice annually to discuss cross-marketing opportunities and promotion of the area. A report should be provided to the Jenks City Manager after each meeting.

(1) Operator will offer discounts and benefits to Aquarium members to promote Aquarium membership purchases and to increase frequency of attendance.

(iii) Operator or its related entities operating the Project shall permit the City and its designated affiliates to host up to four (4) events for up to 175 people annually for the duration of this agreement. For these events, the event space at the Property will be offered at no charge to the City, and favorable pricing for food and attractions will be negotiated between City and Operator for these events.

(e) Property Subject to Development. Developer will have the exclusive rights to develop the Property in accordance with the terms and conditions of this Agreement. The Property is currently owned by City and is to be conveyed by City to Developer in accordance with the terms and conditions set forth in this Agreement.

(f) Sale; Purchase Price. Subject to all the terms, covenants, and conditions of this Agreement, City will sell, transfer, and convey the Property to Developer for the sum of zero dollars (\$0.00). Additionally, Developer will perform or cause to be performed its obligations with respect to the Property in accordance with the terms and conditions of this Agreement. The monetary consideration and Developer’s performance of its obligations are hereafter called the “**Purchase Price**,” whether paid or performed.

(g) Relationship of the Parties. The undertaking of this Agreement is a complex process that will require the mutual cooperation of the Parties and their timely actions on matters that are appropriate or necessary to implement this Agreement. The Parties will use their best commercial efforts and good faith to perform and assist each other in performing their respective obligations in accordance with this Agreement. This Agreement specifically does not create any partnership, joint venture or agency relationship between the Parties, nor render any Party liable for any of the debts or obligations of any other Party.

2. Conveyance of Property.

(a) Declaring Property Surplus: After execution of this Agreement, the City Council of the City of Jenks will declare the Property surplus.

(b) Form of Deed; Other Closing Deliverables. Upon satisfaction of the items in Section 4 of this Agreement and the surplus declaration referenced above, City will convey to Developer good, valid, and marketable title to the Property in fee simple by special warranty deed (the “**Deed**”) in substantially the form of the special warranty deed depicted in the attached **Attachment B**. The Deed will contain a reversionary clause providing that if the Project isn’t constructed and open for business by December 31, 2025, absent any events of Force Majeure or for any City licenses, permits, or other City requirements that are delayed beyond the control of the Developer, the Property will revert to the City of Jenks. At or before Closing, the Parties shall take such actions and deliver to the other such other instruments, items, and documents as are necessary to carry out the purposes and intent of this Agreement, including such affidavits, certificates, or other documents as may be reasonably required by a mutually acceptable title company to close the transactions contemplated by this Agreement, or to issue the Title Policy to Developer.

(c) Time and Place for Delivery of Deed. City will deliver the Deed and possession of the Property to Developer on a date and time mutually agreed upon by the Parties (the “**Closing**”), provided the conditions precedent set forth in Section 4 of this Agreement have been satisfied. The conveyance will be delivered at the principal office of the title company or such other offices as may be mutually agreed to by the Parties, and Developer (or designee) will accept such conveyance and pay to City at such time and place the monetary portion of the Purchase Price for the Property, and Developer shall perform its obligations in accordance with the terms of this Agreement.

(d) Apportionment of Property Taxes. The portion of taxes, if any, assessed on the Property through the Closing Date (based on the actual number of days elapsed in the current year through Closing Date, assuming the Closing occurs at 12:01 a.m. on the Closing Date) will be borne by City. Developer shall only be responsible for the payment of ad valorem taxes assessed on the Property after the Closing Date.

(e) Recordation of Deed; Closing Costs. Developer will promptly file the Deed for recordation among the land records of Tulsa County, Oklahoma. Developer will pay all costs required by law directly related to recording the Deed, including recording fees and documentary stamp taxes (if any). In addition, Developer will pay: (a) the costs of obtaining any written commitments obligating the title company to issue the Title Policy on satisfaction of the requirements set forth in the commitment, including all title examination costs of the title company; (b) the premium for the Title Policy; (c) if desired or requested by Developer, the cost of an ALTA survey of the Property prepared by a registered land surveyor showing, at a minimum, the boundaries of the Property, the exact legal description thereof, the north direction, the location of all improvements, existing easements, the location and extent of any encroachments upon or by the Property, all utility service lines shown at the perimeter of the Property, and the total acres within the Property; (d) the title company’s fees for closing the transaction contemplated by this Agreement; and (e) Developer’s accounting, legal, and other expenses associated with the transactions contemplated by this Agreement, whether or not such transactions are consummated. Notwithstanding the foregoing, City shall bear all of its costs and expenses associated with consummating the transactions contemplated herein.

(f) Title Evidence. It is understood and agreed that Developer may purchase title insurance at Developer's option and expense, and City will cause the Title Developer to provide (i) a title insurance commitment (the "**Title Commitment**") agreeing to issue to Developer an ATLA's Form B Owner's Policy of Title Insurance in a coverage amount as Developer may designate (the "**Title Policy**"), insuring marketable title in Developer in fee simple, subject only to standard print exceptions and such other title exceptions as have previously been approved in writing by Developer; and (ii) all copies of documents underlying the exceptions contained in the Title Commitment. Developer shall have thirty (30) days after the receipt of the Title Commitment, exception documents, and Survey, within which to notify City in writing of any objections Developer has to any matters appearing or referred to in the Title Commitment or Survey. Any exceptions contained in the Title Commitments or Survey to which Developer does not object in writing during such thirty (30) day period will be deemed to be permitted title exceptions to City's title. With regard to items to which Developer does so object during such thirty (30) day period, City will have seven (7) days to cure such objections ("**Title Cure Period**"). If City is unable to cure such objections or is unwilling to otherwise cure such objections, City will so notify Developer in writing prior to expiration of the Title Cure Period, in which event Developer, at its option, and as its exclusive remedy, may (a) waive its objections and purchase the Property without reduction of the Purchase Price or (b) terminate this Agreement. If Developer so terminates this Agreement, then notwithstanding anything herein to the contrary, neither Party will have any further obligations hereunder, except as otherwise expressly provided in this Agreement.

(g) Property Access. Prior to the Closing contemplated by this Agreement, Developer will have access to the Property to conduct such physical and environmental inspections as it deems necessary or appropriate.

(h) Limitations; Indemnity. Developer will exercise commercially reasonable care and prudence in performing inspections of the Property. If Closing does not occur, Developer, at Developer's expense, will restore the Property to the condition in which it existed immediately preceding any exercise by Developer of a right to inspect the Property. Developer will indemnify, defend, and hold harmless City from all claims, liens, actions, suits, proceedings, costs, expenses, damages, and other liabilities, including, without implied limitation, reasonable attorneys' fees and litigation expenses incurred by City arising out of Developer's exercise of any right to inspect the Property; provided, however, the foregoing shall not apply to any such liabilities arising from the negligence of City.

(i) Survey; Environmental Reports. The City has provided Developer with a copy of all surveys (the "**Survey**") and environmental reports pertaining to the Property which are in City's possession, custody or control and City has no knowledge of any other Surveys or environmental reports.

3. Project Timelines.

Developer shall use commercially reasonable efforts to ensure construction work related to the Project shall be commenced within six (6) months of execution of this agreement. For purposes of this Agreement, "**Completion Date**" means the date on which the City issues a final certificate of occupancy for the building and improvements after all construction work has been

completed (the “**Certificate of Occupancy**”). The Completion Date shall, subject to events of Force Majeure or for any City licenses, permits, or other City requirements that are delayed beyond the control of the Developer, be on or before December 31, 2025.

4. Conditions Precedent to Closing.

(a) Generally. Before City has any obligation to convey title to the Property to Developer, each of the conditions precedent in this Section 4 must have been performed to City’s reasonable satisfaction and within the timeframes established below. Notwithstanding any other provision of this Section 4, City will use its best efforts (i) to complete each review within thirty (30) days after receipt of the applicable documents and materials, (ii) to promptly schedule a meeting with Developer or give prompt written notice of any objections by staff, and (iii) to issue City’s or forward the City’s approval, rejection, or further requirements immediately following any decisive actions taken by the City through its designated boards, commissions, or city council.

(b) Approval of Site Plan and Design Documents. City will acknowledge Developer’s submission of, and City’s receipt of a formal Site Plan including Design Documents—consisting of layouts, renderings, plans, specifications, drawings, and other documents that fix or describe the size and character of the Project to be construed as to structural, materials, colors, and other such essentials as may be determined to be appropriate or necessary under the City’s zoning regulations—and City will promptly review and approve the Design Documents for the Project in accordance with the City’s prescribed practices and procedures existing as of the date hereof. Developer shall allow the City to approve the architectural layout and interior and exterior design of the Facility prior to construction.

(c) Site Plan. The Oklahoma Aquarium Foundation must approve the final site plan as approved by City staff as required by SUP 43.

(d) Shared Parking Agreement. A Shared Parking Agreement will be negotiated and executed with the Jenks Aquarium Authority and any other necessary party as detailed in a future Addendum to this Agreement. ("Parking Agreement Addendum")

(e) Release of the Property from the JAA lease. An amendment to the JAA lease must be approved by the JAA and the City.

(f) Surplus Resolution: City Council has declared the Property surplus.

(g) Receipt of Executed Guaranty Agreements in the form prescribed in Attachment C.

5. Assistance in Development Financing.

(a) Development Assistance Financing.

(i) JEDA will provide to Developer \$1,250,000.00 payable in two equal installments. The first installment will be paid within thirty (30) days of satisfaction of all conditions precedent as stated in Section 4 herein and receipt of all requisite personal guarantees referenced in this section. The second installment will be paid within fourteen (14) days of issuance of the following the commencement of construction.

(ii) The City's contribution of the Property valued at \$2,430,000.00 is likewise regarded as development assistance financing for the purposes of this Agreement in said amount. This amount is to be verified by the Developer debt lender appraisal and is subject to change based on the appraisal.

(iii) Thus, the City's total contribution of Development Assistance Financing is expected to equal \$3,680,000.00 under this Agreement.

(b) Preferred return: A 9% per annum preferred simple non-compounding interest return shall accrue and be paid by Operator on the unreturned Development Assistance Financing amount which all be paid in cash to JEDA annually. The payments will continue to accrue until 150% of the principal amount of the Development Assistance Financing is returned. Payment shall commence 12 months after Certificate of Occupancy is issued to Operator by City. To the extent authorized by law, any repayment obligation required by the City of the Preferred Return must be subordinate to the liens securing the Developer's lender loans. The Preferred Return can accrue (carry forward) unpaid without default to the Developer or Operator; provided, however, that in addition to the terms and conditions of this Agreement, any repayment owed to the City shall be considered a payment obligation by Developer of this Agreement.

(c) Additionally, Operator will designate a distributable amount of cash to JEDA and Operator investors and affiliates annually, and JEDA is entitled to receive an annual payment of this distributable amount of cash. The amount of the distribution specific to JEDA will be commensurate with JEDA's Development Assistance Financing against the total fee simple cost of the Project ("Distributable Share"). By way of example, if the total fee simple cost of the Project is \$24,533,333, then JEDA's Distributable Share of Operator's distributable amount of cash shall equal fifteen percent (15%).

(d) If Project is sold, JEDA is entitled to receive its Distributable Share of net proceeds from the sale along with other investors.

(e) Personal Guarantees: Developer shall provide to JEDA guaranty agreement in the form attached hereto as Exhibit C from High Five Up Top, LLC, a holding company of Operator and Developer.

6. Restrictions Affecting Property.

(a) Restrictions on Use. The Developer agrees for itself, and its successors and assigns, and the Deed shall contain covenants to the effect that:

(i) The use of the Property shall be controlled by applicable zoning.

(ii) Neither the owner, the assigns, nor any successor(s) in interest shall discriminate upon the basis of race, color, religion, gender, sexual orientation, creed, or national origin in the sale, lease, or rental, use or occupancy of the Property or any improvements erected or to be erected thereon, or any part thereof.

(b) Covenants; Binding Upon Successors in Interest; Period of Duration. It is intended and agreed, and the Deed shall expressly provide, that the covenants provided in Section 6(a) shall be covenants running with the land and shall be binding, for the benefit of, and enforceable by, City, its successors and assigns, the City and any successor in interest to the Property, against the Developer, its successors and assigns, and every successor in interest to the Property.

7. Termination and Survival.

(a) Termination Date. Unless earlier terminated pursuant to provisions of this Agreement, this Agreement shall terminate as of the date that both of the following conditions have been met (such date being the “**Termination Date**”:

(i) The entire development assistance financing has been repaid to Developer in the manner set forth in Section 5 of the Agreement.

(ii) Developer has paid to JEDA all amounts owed under Section 5 herein.

(b) Survival. The following provisions survive the termination of this Agreement:

(i) The requirements from Section 1(b) the Project will be operational for at least twenty (20) years and that a material portion of such sales tax generating space shall have the appearance of “open for business” at all times during normal business hours, regardless of occupancy.

(ii) Sections 8(e), 13 and 15 of this Agreement.

(iii) Section 5(b) – Preferred Return payments by Operator to JEDA will continue so long as Operator remains as Operator at Property.

8. Transfer Restrictions.

(a) For a period that this Agreement is in place (Effective Date through Termination Date), Developer represents and agrees for itself, its successors and assigns, that except as by way of security for, and only for the purpose of obtaining financing necessary to enable the Developer or any successor in interest to the Project, or any part thereof, to perform its obligations with respect to the construction or operation of the Project under this Agreement, the Developer is prohibited from assigning the Property or any part thereof or interest therein, to another entity which would give such entity “control” of the Property (excluding ordinary course leasing, development easements, or other routine operational grants), without obtaining the prior

written approval of City, not to be unreasonably withheld, delayed or conditioned. Any assignment of the Property during Developer's eligibility to receive development financing pursuant to Section 5 will require the Developer to assign and the transferee to assume all Project documents relevant to sustaining the Project as a going concern. Notwithstanding the foregoing, City approval shall not be required for, and any transfer restrictions described herein shall not apply to, assignments within or among (a) the ownership structure of any tax credit investor, member, manager, limited partner or general partners of the Developer, and/or a transfer of any limited partner interest owned by tax credit investor, or (b) any Affiliates of Developer. For the purposes of this Agreement, "**Affiliate**" means, with respect to any person or entity, any person or entity that directly or indirectly through one or more intermediaries controls, or is controlled by, or is under common control with, such first person or entity (for the purposes of this definition, "control," including, with correlative meanings, the terms "controlling," "controlled by," and "under common control with," as used with respect to any person or entity, means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a person or entity, whether through the ownership of voting securities, by agreement, or otherwise).

(b) City will be entitled to require, except as otherwise provided in this Agreement, as conditions to any such approval that: (i) the Developer will provide adequate assurances that the transferee has the capacity to carry out the Project; and (ii) any proposed transferee, by instrument in writing satisfactory to City and in form recordable among the Tulsa County land records, will, for itself and its successors and assigns, and expressly for the benefit of City, have expressly assumed all of the obligations on the Developer under this Agreement and agreed to be subject to all of the conditions and restrictions to which the Developer is subject.

(c) City and Developer acknowledge and agree that in connection with financing the Project, Developer may, but is not obligated to, assign this Agreement, the Property, the Project and/or the Developer to one or more third party entities for purposes of financing and developing the Project (any such entity being a "**JV Entity**"). Developer is permitted to assign or transfer this Agreement, the Property, the Project or ownership of Developer to a JV Entity. Notwithstanding any term of this Agreement to the contrary, the following shall not constitute a transfer or assignment pursuant to this Agreement: (i) the transfer of equity interests among the equity owners of the JV Entity or its successors or assigns, (ii) admission of a new member in the Developer or the JV Entity, and (iii) the exercise by any member or partner of the JV Entity of its right to remove the Developer or its Affiliate as the "Managing Member," "Manager" or similar managerial position of the JV Entity and to appoint itself as the new "Managing Member," "Manager" or similar managerial position of the JV Entity, whether or not a transfer of interest occurs in connection with any such removal.

(d) In the event Developer transfers the Property to an unaffiliated third party that is not a JV Entity or Affiliate after the Termination Date, City and Developer acknowledge that the appraised value of the Project may be re-assessed by the Assessor after such transfer for purposes of calculating property taxes thereon following the closing of such transfer. Developer shall provide written notice of such transfer to City and Assessor within ten days of closing.

9. Events of Default; Remedies.

(a) In General. Except as otherwise provided in this Agreement, in the event of a failure to keep, observe, or perform any material covenant, agreement, term or provision of this Agreement and such failure shall continue for a period of sixty (60) days after receipt by the defaulting Party of written notice thereof from the non-defaulting Party; provided, that if any such default cannot be cured or claim resolved, as the case may be, within such sixty (60) day period, and if the defaulting Party proceeds diligently to cure such default or resolve such claim, then the defaulting Party shall have a reasonable period of time extending beyond such sixty (60) day period with which to cure such default or resolve such claim. In case such action is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within the time set forth in the immediately preceding sentence, the aggrieved party may take such action as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, termination of the Agreement or institution of proceedings to compel specific performance by the party in default or breach of its obligations.

(b) Forced Delay in Performance for Events of Force Majeure. Neither City nor Developer, nor any successor in interest, shall be considered in breach of, or default in, its obligations with respect to this Agreement in the event of forced delay in the performance of such obligations due to unforeseeable causes beyond its reasonable control, including, but not restricted to, acts of God, acts of the public enemy, war, invasion, riot, insurrection, acts of the Federal Government, acts of the other Party, fires, floods, earthquakes, tornados, epidemics, pandemics (including, without limitation, COVID-19), quarantine restrictions, strikes, work stoppages, utility disruptions, freight shortages or delays, embargoes, shortages of labor or materials, and severe weather (including excessive precipitation) or delays of contractors, subcontractors or other laborers due to the foregoing causes (collectively, “**Force Majeure**”). In the event of the occurrence of any such Force Majeure, the time or times for performance of the obligations of City or of Developer shall be extended for the period of the Force Majeure as reasonably determined by party suffering the event of Force Majeure; provided, that the Party seeking the benefit of this provision shall have first notified the other Party in writing within thirty (30) days after the beginning of any such Force Majeure, and of the cause or causes thereof, and requested an extension for the period of the Force Majeure. Notwithstanding the foregoing, (a) the parties shall use commercially reasonable efforts to mitigate the effects of a Force Majeure event, and (b) an event of Force Majeure shall not excuse a party’s payment obligations hereunder.

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

11. Representations and Warranties of City. City represents and warrants to Developer as follows:

(a) City has the requisite right, power, and authority to execute and deliver this Agreement and all documents now or hereafter to be executed and delivered by City pursuant to this Agreement and to perform all of its obligations arising under this Agreement. City has duly and properly taken or obtained or caused to be taken or obtained all action necessary for City (a) to enter into and to deliver this Agreement and the Deed, and (b) to carry out the terms of this Agreement and the transaction contemplated hereunder.

(b) City's execution, delivery, and performance of this Agreement does not and will not (a) contravene any provision of any existing law or regulation, judgment, order, decree, injunction, writ, or other legal requirement of any court, administrative agency, or governmental body applicable to City or the Property; or (b) result in a breach or default under any terms, conditions, or provisions of any indenture, mortgage, note, bond, agreement, guaranty, or other document by which City or the Property are bound or otherwise affected. All consents and approvals of third parties and governmental authorities required in connection with the execution, delivery, and performance by City of this Agreement, and the consummation by City of the transaction contemplated by this Agreement have been obtained or will be obtained by Closing.

(c) Except as set forth herein, City has and will convey to Developer good, valid, and marketable title to the Property, free and clear of all security interests, liens, mortgages, encumbrances, pledges, claims, options, covenants, conditions, restrictions, charges and assessments of any nature whatsoever with full right and lawful authority to transfer the Property to Developer without any restrictions thereto whatsoever. No Person has any right, or option to acquire any ownership interest in the Property or Project.

(d) The Property is in compliance in all material respects with all applicable Environmental Laws and there are no conditions on the Property that would constitute a violation of the Environmental Laws, give rise to liability under the Environmental Laws, or involve the presence or release (in amounts or concentrations requiring removal or remediation) of Hazardous Materials at, on or from the Property. "**Environmental Laws**" shall mean any and all applicable local, state, and federal governmental laws, rules, regulations, ordinances, and administrative orders concerning the protection or pollution of the environment, the use, transport, release and disposal of Hazardous Substances and/or occupational health and safety in effect on the Closing Date. "**Hazardous Substances**" shall mean "hazardous wastes," "hazardous substances," "hazardous materials," "toxic substances," "pollutants," and "contaminants" identified or classified as such in or under applicable Environmental Laws.

(e) There are no outstanding assessments or additional tax liabilities currently due against the Property.

(f) City has not received any notice of any violation of any applicable law, ordinance, including zoning ordinances, rule, regulation, or requirement of any governmental agency, body, or subdivision affecting or relating to the Property or its intended use by Developer, and no such violations exist.

(g) There is no pending or, to the knowledge of the City, threatened judicial, administrative or arbitral action, suit, proceeding (public or private), claim or demand pending or threatened against (i) the Property, or (ii) the City relating to the Property or Project.

(h) City has timely and properly filed (or there has been timely filed on its behalf) all tax returns, if any, that are required to be filed by it (taking into account any extensions of time in which to file) pertaining to the Property and all such tax returns are correct and complete and none of them has been amended. City has timely and properly paid, collected and remitted all taxes which are due and payable (whether or not shown on its tax returns), collectible or remittable by it, on or before the date hereof pertaining to the Property, including all taxes held in trust for any Governmental Authority. There are no ongoing, pending or threatened tax audits, adjustments, assessments, reassessments, claims, actions, suits, examinations, investigations or other proceeding with or against any tax authority or with respect to taxes pertaining to the Property. No deficiency or proposed adjustment, assessment, reassessment, or claim (that has not been paid or resolved) for any amount of tax pertaining to the Property has been proposed, asserted or assessed by any governmental authority against City pertaining to the Property that has not been paid or resolved.

(i) Set forth in Schedule 11(i) is a true, complete and correct list and description of all contracts and agreements, whether written or oral, to which City is a party relating to the Property or that otherwise affect any portion of the Property (the “**Contracts**”). City has provided Developer true, correct, and current copies of the Contracts and all such Contracts are in full force and effect in accordance with their terms.

12. Indemnification and Insurance. Developer shall indemnify and hold harmless the City to the full extent of any liability arising out of or related to Developer’s obligations under this Agreement, the subject matter thereof and/or the obligations stated herein, not caused by willful misconduct, bad faith or gross negligence of the City. City shall indemnify and hold harmless the Developer to the full extent of any liability caused by City’s acts or omissions under this Agreement (including City’s breaches of this Agreement). NOTWITHSTANDING THE FOREGOING, IN NO EVENT SHALL ANY PARTY HERETO BE OBLIGATED TO INDEMNIFY FOR CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES UNLESS THE SAME ARE PAYABLE TO A THIRD PARTY.

(a) **Insurance requirements.** Prior to commencement of construction of the Project, Developer shall obtain and maintain, or shall cause its contractors to obtain and maintain, in full force and effect, policies of liability insurance equal to the total amount of all construction contracts for improvements being constructed, and comprehensive liability insurance with personal injury coverage in the amount of \$5 million and property damage coverage in the amount of \$2 million. At all times Developer will, or cause its contractors or subcontractors to, maintain statutory workers’ compensation insurance as required by Oklahoma state law.

13. Mutual Rights of Access.

(a) Developer Prior to Conveyance. Prior to transfer of possession to Developer, the City shall permit representatives of Developer to have access to any part of the real property identified herein to which the City holds the right of access, at all reasonable times, to obtain data and make various tests concerning the real property necessary to carry out this Agreement. DEVELOPER SHALL INDEMNIFY AND HOLD HARMLESS CITY TO THE FULL EXTENT OF ANY LIABILITY ARISING OUT OF OR RELATED TO DEVELOPER’S ACCESS RIGHTS HEREUNDER.

(b) Authority After Transfer of Possession. After transfer of possession of the real property identified herein to Developer, Developer shall permit representatives of the City to have reasonable access to the Property, during normal business hours of Developer, for the purposes of inspecting all work being performed in connection with construction. City shall notify Developer in writing prior to accessing the Property, and Developer shall have the right to have representatives of Developer on location at any time City or its representatives access the Property. This provision is not intended to restrict any access to which the City is otherwise authorized by law or pursuant to its police powers.

(c) No Charge. No compensation shall be payable nor shall any charge be made in any form by any party for the access provided in this Section.

14. Miscellaneous.

(a) Nondiscrimination. Developer agrees not to discriminate on the basis of race, color, religion, gender, sexual orientation or national origin in the sale, lease, or rental or in the use or occupancy of the Project or any related facilities in violation of applicable law or regulation.

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

(i) In the case of Developer, such communication is addressed (or delivered personally) to Developer in care of:

HD5 Entertainment, LLC
507 N Bradley
McKinney, TX 75069
Attention: Scott Emley

Email: scott@bowlhighfive.com

with copy to (which shall not constitute notice):

Ruffner Schoenbaum Murphy Banaszak, PLLC
901 S. Mopac Expressway Building 4, Suite 290
Austin, Texas 78746
Attention: Jill G. Murphy

Operator: High Five Entertainment, LLC
1502 RR 620 SOUTH
Lakeway, TX 78734
Attention: Brad Little

(ii) In the case of City, such communication is addressed (or delivered) to the:

City of Jenks
211 North Elm
PO Box 2007
Jenks, OK 74037-2007
Attention:
City Manager

Email: cshROUT@jenksok.org

With a copy to: City Attorney, at the same address.

(iii) At such other address as the Parties may from time to time communicate in writing to each other.

(c) Conflict of Interests. No member, official, representative, or employee of City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official, or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership, or association in which he is, directly or indirectly, interested.

(d) City Representatives Not Individually Liable. No member, official, representative, or employee of City shall be personally liable to Developer, or any successor in interest, in the event of any default or breach by City or for any amount which may become due to Developer or successor on any obligations under the terms of the Agreement.

(e) No Brokerage Agreement. The Parties represent to each other that the sale of land pursuant to this Agreement has not involved any broker nor is any Party liable for the payment of a brokerage commission in connection with the negotiation of this Agreement or the sale of land pursuant to this Agreement. The Parties agree to indemnify and hold harmless each other from any and all liability, loss, claim, or expenses arising out of any breach of their respective representations in this Section 15(e).

(f) Right to Records and Right to Audit. Developer agrees to keep all books, accounts, and records covering all transactions relating to this Agreement. JEDA and City have the right, freedom, and access to examine such books, accounts, and records and all other documents and material in Grantee's possession or under its control with respect to the subject matter and terms of this Agreement. JEDA and City have the right to make copies of such information. All such books, accounts, and records must be kept available for at least five (5) years after the expiration of this Agreement.

(g) Applicable Law; Severability; Entire Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma governing agreements made and fully performed in Oklahoma. If any provisions of this Agreement shall

become invalid or unenforceable, then the remainder shall remain valid and enforceable to the fullest extent permitted by law. This Agreement sets forth the entire understanding between the Parties with respect to its subject matter, there being no terms, conditions, warranties, or representations with respect to its subject matter other than those contained herein. This Agreement shall be binding upon and shall inure to the benefit of the Parties, their respective successors and assigns.

(h) Amendments to Agreement. This Agreement may not be changed orally, but only by an agreement in writing and signed by the parties hereto.

(i) Third Parties. Except as expressly provided otherwise in this Agreement, the provisions of this Agreement are for the exclusive benefit of the Parties and not for the benefit of any other persons, as third-party beneficiaries or otherwise, and this Agreement shall not be deemed to have conferred any rights express or implied, upon any other person or entity.

(j) No Partnership Created. This Agreement specifically does not create any partnership or joint venture between the Parties, or render any Party liable for any of the debts or obligations of any other Party.

(k) Time is of the Essence. The Parties understand and agree that time is of the essence with regard to all the terms and provisions of this Agreement.

(l) Further Assurances. Each party agrees that it will, without further consideration, execute and deliver such other documents and take such other action, whether prior or subsequent to the consummation of the matters or completion of the undertakings set forth herein, as may be reasonably requested by any other party to consummate more effectively the purposes or subject matter of this Agreement.

(m) Provisions Not Merged with Deed. None of the provisions of this Agreement are intended to or shall be merged by reason of any deed transferring title to the Property from City to Developer or any successor in interest, and any such deed shall not be deemed to affect or impair the provisions and covenants of this Agreement.

(n) Construction of the 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.

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

IN WITNESS WHEREOF, City has caused this Agreement to be duly executed in its name and behalf by its Mayor and Developer have caused this Agreement to be duly executed in its name and on its behalf.

[SIGNATURE PAGES TO FOLLOW]

City: CITY OF JENKS

Cory Box, Mayor

ACKNOWLEDGMENT

STATE OF OKLAHOMA,
COUNTY OF TULSA.

)
) ss.
)

Before me, the undersigned, a Notary Public in and for said County and State, on this _____ day of _____, 20____, personally appeared Cory Box, to me known to be the identical person who executed the foregoing instrument as the Mayor of the City of Jenks, and acknowledged to me that he executed the same as his free and voluntary act on behalf of the City of Jenks, for the uses and purposes therein set forth.

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

NOTARY PUBLIC

My Commission Number: _____
My Commission Expires: _____

(Seal)

JEDA:

JENKS ECONOMIC DEVELOPMENT AUTHORITY

Cory Box, Chairperson

ACKNOWLEDGMENT

[illegible]

Before me, the undersigned, a Notary Public in and for said County and State, on this _____ day of _____, 20____, personally appeared Cory Box, to me known to be the identical person who executed the foregoing instrument as the Chairperson of the Jenks Economic Development Authority, and acknowledged to me that he executed the same as his free and voluntary act on behalf of the Jenks Economic Development Authority, for the uses and purposes therein set forth.

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

NOTARY PUBLIC

My Commission Number: _____
My Commission Expires: _____

(Seal)

DEVELOPER:

Name:

Title:

ACKNOWLEDGMENT

STATE OF TEXAS,)
) ss.
COUNTY OF _____.)

Before me, the undersigned, a Notary Public in and for said County and State, on this _____ day of _____, 20____, personally appeared _____ to me known to be the identical person who executed the foregoing instrument as _____, and acknowledged to me that he executed the same as his free and voluntary act on behalf _____, LLC, for the uses and purposes therein set forth.

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

NOTARY PUBLIC

My Commission Number: _____

My Commission Expires: _____

(Seal)

OPERATOR:

Name:

Title:

ACKNOWLEDGMENT

STATE OF TEXAS,)
) ss.
COUNTY OF _____.)

Before me, the undersigned, a Notary Public in and for said County and State, on this _____ day of _____, 20____, personally appeared _____ to me known to be the identical person who executed the foregoing instrument as _____, and acknowledged to me that he executed the same as his free and voluntary act on behalf _____, LLC, for the uses and purposes therein set forth.

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

NOTARY PUBLIC

My Commission Number: _____

My Commission Expires: _____

(Seal)

**ATTACHMENT A
LEGAL DESCRIPTION**

A TRACT OF LAND THAT IS PART OF LOT ONE (1), BLOCK THREE (3), OKLAHOMA AQUARIUM CAMPUS, AN ADDITION TO THE SOUTHEAST QUARTER (SE/4) OF SECTION NINETEEN (19), TOWNSHIP EIGHTEEN (18) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF JENKS, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SE/4 OF SAID SECTION 19;

THENCE NORTH 01°03'12" WEST ALONG THE EAST LINE THEREOF A DISTANCE OF 61.20 FEET TO THE SOUTH LINE OF SAID LOT 1 AND A POINT OF CURVATURE;

THENCE SOUTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 2614.67 FEET, AN ARC LENGTH OF 6.03 FEET, A CHORD BEARING OF SOUTH 77°32'15" WEST AND A CHORD LENGTH OF 6.03 FEET;

THENCE SOUTH 88°59'49" WEST AND CONTINUING ALONG SAID SOUTH LINE A DISTANCE OF 5.95 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 88°59'49" WEST 371.00 FEET;

THENCE NORTH 01°04'24" WEST A DISTANCE OF 420.06 FEET TO THE NORTH LINE OF SAID LOT 1;

THENCE NORTH 88°46'04" EAST ALONG SAID NORTH LINE A DISTANCE OF 220.01 FEET TO A POINT OF CURVATURE;

THENCE SOUTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 220.00 FEET, AN ARC LENGTH OF 166.19 FEET, A CHORD BEARING OF SOUTH 69°35'27" EAST AND A CHORD LENGTH OF 162.27 FEET;

THENCE SOUTH 01°04'24" EAST A DISTANCE OF 361.70 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 153,287.6 SQ. FEET OR 3.52 ACRES.

BEARINGS ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, (3501 OK N), NORTH AMERICAN DATUM 1983 (NAD83).

ATTACHMENT B FORM OF DEED

When recorded, please return to:

Special Warranty Deed

THIS INDENTURE, made this _____ day of _____, 2023, between the **City of Jenks**, party of the first part, hereinafter called Grantor, and **HD5 Entertainment, LLC**, party of the second part, Grantee.

WITNESSETH: That in consideration of the sum of Zero Dollars (\$0.00) and other good and valuable consideration, receipt of which is hereby acknowledged, said party grantor does, by these presents, grant, bargain, sell and convey unto said Grantee, Acre Development Partners II, LLC, and its assigns, all of its interest in the following described real estate ("Property"), situated in the County of Tulsa, State of Oklahoma, to-wit:

See Attachment A Attached

Revenue stamps exempt per 68 O.S. § 3202 (11)

TO HAVE AND TO HOLD THE SAME, together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining forever.

LESS AND EXCEPT any interest in and to oil, gas and other minerals therein and thereunder previously reserved or conveyed of record and all rights, interests and estates of whatsoever nature incident to or growing out of said outstanding minerals, provided however, Grantor waives and conveys to Grantee all surface rights (including all rights of surface entry) relating to the Property, including, without limitation, any and all surface rights relating to the portion of the mineral estate retained by Grantor. Nothing herein, however, restricts or prohibits the pooling or unitization of the portion of the mineral estate retained by Grantor with land other than the Property, and SUBJECT TO easements, encumbrances, restrictions and other matters of record, and the matters set forth on Attachment A, and warrants the title to the same against any and all acts, conveyances, liens and encumbrances affecting such property made or suffered to be made or done by, through or under Grantor, but not otherwise.

And that Grantor will WARRANT AND FOREVER DEFEND the same unto the said Grantee, and its assigns, against said Grantor, or its assigns and all and every person or persons whomsoever lawfully claiming or to claim the same from any acts or liens which might have occurred during Grantor's ownership of said property.

REVERTER. In the event the Grantee has not completed the Project by December 31, 2025, as set forth in (and subject to the exceptions listed in) the Disposition and Economic Development Agreement executed by the parties on **xxxxxx**, then all right, title and interest in and to the Property shall automatically revert to the Oklahoma Aquarium Foundation. This provision is deemed to run with the land and shall be binding upon grantee's successors and assigns.

IN WITNESS WHEREOF, the said Grantor, has hereunto set its hand the above date and year.

CITY OF JENKS

By: _____
Cory Box
Mayor

STATE OF OKLAHOMA)
) ss.
County of Tulsa)

This instrument was acknowledged before me on the ____ day of _____,
2023, by Cory Box as Mayor of the City of Jenks, for the purposes therein stated.

IN WITNESS WHEREOF, I hereunto set my official signature and affixed my notarial seal the day and year
last above written.

Notary Public

My Commission Expires _____
My Commission No. _____

[SEAL]

ATTACHMENT C FORM OF GUARANTY AGREEMENT

In consideration of Jenks Economic Development Authority (the “Authority”) and the City of Jenks (“City”) providing development assistance financing in the form of economic development incentives to HD5 Entertainment, LLC, a Texas limited liability company (the “Obligor”); and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned (“Guarantor”) hereby unconditionally guarantees due payment, performance and fulfillment to the Authority of all liabilities, obligations and undertakings of Obligor to the Authority, whether direct or indirect and/or by merger absolute or contingent, due or to become due, now existing or hereafter arising or acquired, sole, joint or several, and whether consisting of obligations to pay money or to perform the Obligor's obligations to the Authority under the Disposition and Economic Development Agreement of the Obligor in favor of the Authority effective on or about _____, 2023 (the “Obligations”).

The aggregate liability of all of the undersigned hereunder shall be limited to the value of \$3,680,000.00 calculated in accordance with the methods set forth in the Disposition and Economic Development Agreement which are hereby incorporated herein.

This agreement (“Guaranty”) shall operate as a continuing and absolute guaranty and shall remain in full force and effect until receipt by the Authority of written notice of the revocation of this Guaranty or termination of the Economic Development Agreement.

Notice of the acceptance of this Guaranty and notices of transactions entered into in reliance hereof are hereby waived. The undersigned consents to any renewal, extension or postponement of the time of payment of any of the Obligations or to any other forbearance or indulgence with respect thereto and consents to any substitution, exchange, modification or release of any security therefor or the release of any of the undersigned or any other person primarily or secondarily liable on any of the Obligations, whether or not notice therefor shall be given to the undersigned, and agrees to the provisions of any instrument, security or other writing evidencing or securing any of the Obligations, and the enforcement hereof shall not be affected by the delay, neglect or failure of the Authority to take any action with respect to any security, right, obligation, endorsement, guaranty or other means of collecting the Obligations which it may at any time hold, including perfection or enforcement thereof, or by any change with respect to the Obligor in the form or manner of doing business, whether by incorporation, consolidation, merger, partnership formation or change in membership, or otherwise, it being hereby agreed that the undersigned shall be and remain bound upon this guaranty irrespective of any action, delay or omission by the Authority in dealing with the Obligor, any of the Obligations, any collateral therefor or any person at any time with respect thereto.

On any default by the Obligor, the liability of the undersigned shall be effective immediately and the undersigned waives all requirements of notice, demand, presentment or protest and any right which the undersigned might otherwise have to require the Authority first to proceed against the Obligor or against any other guarantor or any other person or first to realize on any security held by it before proceeding against the undersigned for the enforcement of this Guaranty. The undersigned shall not assert any right arising from payment or other performance hereunder, whether by set-off or counterclaim, or claim of indemnity or reimbursement, or otherwise, until the undersigned's liability hereunder shall have been discharged in full and all of the Obligations shall have been paid.

If for any reason the Obligor has no legal existence or is under no legal obligation to discharge any of the Obligations, or if any amounts included in the Obligations shall have become irrecoverable from the Obligor by operation of law or for any other reason, or if any security or other guaranty shall be found invalid, the undersigned shall nonetheless be and remain bound upon this guaranty.

This instrument, and all rights and remedies of the parties, shall be determined as to their validity, construction, effect and enforcement, and in all other respects of the same or indifferent nature, by the laws of the State of Oklahoma. No provision of this guaranty may be amended or waived except in writing signed by the Authority and City.

This Guaranty is intended to take effect as a sealed instrument, shall inure to the benefit of the Authority and its successors and assigns and shall be binding upon the undersigned and legal representatives, successors and assigns of the undersigned.

If this Guaranty is executed by two or more parties, they shall be jointly and severally liable hereunder provided that the aggregate liability of the undersigned hereunder shall be limited as set forth in the second paragraph hereof, and the word "undersigned" wherever used herein shall be construed to refer to each of such parties separately, all in the same manner and with the same effect as if each of them had signed separate instruments; in such case of revocation of this Guaranty or of the death or incapacity of any of the undersigned shall be effective only with respect to the person by whom or for whom such notice is given.

IN WITNESS WHEREOF, the undersigned have signed this Guaranty as of the _____ day of _____, 2023.

Guarantor

By:

Scott M. Emley

Managing Member

High Five Up Top, LLC (Holdings Company)



JENKS POLICE DEPARTMENT

918-299-6311
918-556-7498 (fax)
www.jenks.com

211 N Elm ST
PO Box 2007
Jenks, OK 74037

9/13/2023- 9/19/2023

Patrol

- There were 57 traffic stops, 2 motor vehicle accidents, 3 arrest, 313 calls for service, and 20 reports taken during this reporting period.
- 2 Domestic Assault and Battery
- 3 Mental Health Call
- 2 Burglary (1st, 2nd, 3rd, residential and business)
- 5 Fraud
- 3 Larceny

Training

- Effective Interview and Interrogation
- Mental Hrealth and Wellness Forum
- Firearms training for all certified officers

Drone Divison

9/11 Event at Jenks High School



Animal Welfare

Jenks Animal Welfare adopted out 9 pound dogs at Jenks Woofstock. This was an amazing event with lots of help from Jenks Police Department.

MICROCHIP INCLUDED!

NO ADOPTION FEE

918-299-6311

JENKS ANIMAL WELFARE WOOFSTOCK 2023

DONATIONS

AVAILABLE DOGS

Animal Control

At Large: 13
Animal Bite: 0
Missing: 1
Barking Dog: 0
Livestock All: 1
Trap: 0
Vicious Animal: 1
Welfare/Cruelty: 0
Wildlife: 1
Assist Other Agency: 0
Dead Animal Pickup: 2
Other: 7
Other Calls Not In SOMS:
1 voicemail re: dog at large



Code Enforcement

16 Certified letters mailed to record owners and renter.

Malea Stoner spoke with Bryan Wilks, Trevor Shole and Dennis Dasey regarding a Herb and Garden Festival planned for September 30. A banner has been placed at Village on Main, but no temporary sign permit was obtained. On the final call with Dennis Dasey, Malea Stoner directed him to Marcae Hilton to obtain a Temporary Use Permit for the festival, which will include the banner.

Have spent the past 2 weeks catching up on opening cases and adding information to iSOMS. All Certified letters are now caught up and mailed out.