

**AGENDA
SPECIAL MEETING
JENKS CITY COUNCIL
TUESDAY, MARCH 12, 2024, 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 Special meeting held on February 27, 2024 pg. 3
 - B. Approve Encumbrances and Expenditures pg. 6
 - C. Monthly Reports pg. 71
 - D. Approve cancellation of the regular meeting scheduled for March 19, 2024 pg. 79
 - E. Approve Resolution No. 829 for final acceptance of 1,636 linear feet of 12-inch C900 PVC and 5,217 linear feet of 6-inch C900 PVC water line, 5,072 linear feet of 8-inch SDR-35 and 987 linear feet of 8-inch C900 PVC and 2,540 linear feet of 6-inch HOPE fused pipe and 66 four (4) foot diameter manholes and one (1) lift station for sanitary sewer, 3,544 linear feet of 18-inch to 48-inch CPP storm sewer line and 3,706 linear feet of street with curb and gutter infrastructure associated with Frazier Meadows I Development (South 20th Place East and East 131st Street South). pg. 80
2. Consideration and appropriate action relating to items removed from the Consent Agenda
3. Ordinance No. 1672, an ordinance closing certain Right-of-Way and Utility Easements on the Oklahoma Aquarium Campus plat. General Location: 300 Aquarium Dr. pg. 97

4. Encroachment and Parking agreement between the City of Jenks and HD5 Entertainment, LLC. pg. 111
5. Approve funding agreement for design and installation of multi-modal trail along the west bank of the Arkansas River from the north limit of Jenks to approximately 104th Street with the Indian Nations Council of Governments (INCOG) and authorize the Mayor to execute the document; the total cost of the project has been estimated to be \$5,250,000.00 (Federal funding approved in an amount of \$4,200,000.00 (80%) and the City will contribute \$1,050,000.00 (20%)); the funding for this project is be provided in the FY23-24 Budget (Account No. 33-750-5393 - Jenks Vision Tax Projects - Trail Connection to Riverwalk Crossing). [Cloyde] pg. 120

OTHER BUSINESS

1. City Manager's Report pg. 233
2. Committee Reports
3. Mayor's Report

ADJOURNMENT

**MINUTES
SPECIAL MEETING
JENKS CITY COUNCIL
TUESDAY, FEBRUARY 27, 2024, 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 4:22 p.m. on February 23, 2024. The meeting was called to order at 6:04 p.m. on the above date with Mayor Cory Box presiding at Jenks City Hall.

A roll call vote of members was taken as follows:

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

Invocation was given by Pastor Dave Winn of Jenks Church

Pledge of Allegiance was given

Animal Welfare Spotlight Fred Reid presented an animal for adoption.

Proclamation The Mayor presented a proclamation to the Jenks Pom Squad. *The Mayor and Vice Mayor left at 6:13 p.m. and returned at 6:16 p.m. to take a photo.*

Public Comments Kaye Lynn (208 E Beaver) and Shea Roach (106 E Main St) made public 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 February 06, 2024
 - B. Approve minutes of the City Council Work Session held on February 05, 2024.
 - C. Approve Encumbrances and Expenditures
 - D. Monthly Reports

- E. Approve Resolution 827, a Resolution declaring certain real property located near the Tulsa Premium Outlets Plat to be surplus to the needs of the City and authorizing the Mayor to execute the Deeds.
- F. Approve Resolution 828, a Resolution creating the Jenks Veterans Advisory Council, Providing Certain Duties and Responsibilities, and Providing an Effective Date.
- G. Approve request by Kevin Smith to use Jenks streets from 8:00 a.m. until 11:00 p.m. on March 17, 2024, for “Maggie’s Saint Paddy’s Celebration.”
- H. Approve Change Order #2 for the Oklahoma Aquarium Large Animal Holding Facility Project Submitted by Meyers-Cherry Construction, Inc. (Broken Arrow, Oklahoma) for costs resulting in the purchase of a new walk-in freezer in the total amount of \$28,130.15 resulting in a new contract amount of \$7,524,136.23; funding for the same to be paid by the FY23-24 budget item from Account No. 90-923-5399 (JAA Capital Items – Buildings and Improvements – Outside Freezer). [Cloyde]
- I. Approve the Fourth Amendment to a Capital Improvements Agreement by and between the Board of County Commissioners of Tulsa County and the City of Jenks, Oklahoma for revision to Section 6.6 Date after which Advances Cease by deleting from the third line thereof "October 1, 2019" and inserting "January 31, 2025" which extends the time period for receiving advances for funding improvements using Vision 2025 Excess Sales Tax.
- J. Approve request by the Oklahoma Aquarium to use Jenks streets from 4:00 a.m. until 1:00 p.m. on April 06, 2024, for the “2024 Aquarium Run.”
- K. Approve request by Kibo Group International to use Jenks streets from 7:30 a.m. until 11:00 a.m. on April 13, 2024, for the “Kibo Run to the Well.”
- L. Approve request by the National MS Society to use Jenks streets from 9:30 a.m. until 11:30 a.m. on April 27, 2024, for “Walk MS Tulsa.”
- M. Approve request by Amy McAbee to use Jenks streets from 7:00 p.m. on April 26, 2024, until 6:00 p.m. on April 27, 2024, for the “Jenks Herb ‘n’ Plant Festival.”
- N. Approve request by the Jenks Chamber of Commerce to use Jenks streets from 7:00 a.m. until 7:00 p.m. on May 04, 2024, for the “Jenks Food Truck Festival.”
- O. Approve Preliminary Plat for Raw Developments. General Location: SE Corner of E 101st St and Lewis Ave [Hilton]

Mayor Box asked to pull Item 1.F. Donna Ogez made a motion to approve Item 1, pulling 1.F. Kevin Short seconded the motion. A roll call vote of members was taken as follow:

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

Motion Carried.

- 2. Consideration and appropriate action relating to items removed from the Consent Agenda.
Mayor Box introduced Item 1.F. Aaron Allen and Peggy Evans spoke about the JVAC.

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

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

Motion Carried.

3. Discuss the renderings and site plan for the New Central Fire Station, as well as providing the bidding and expected construction schedule for this project City Manager Christopher Shrout introduced Item 3. Fire Chief Greg Ostrum and architect Greg Helms discussed the project. All three answered questions. Mayor Box closed the floor.

Other Business

1. City Manager's Report City Manager Christopher Shrout gave his report. City Engineer Chris Cloyde addressed the Council and answered questions.
2. Committee Reports None
3. Mayor's Report Mayor gave an update.

Adjournment. The Jenks City Council adjourned at 7:06 p.m.

Cory Box, **MAYOR**

CITY CLERK

P.O.#	VENDOR #	NAME	SUMMARY REPORT	2024-03-12 Jenks City Council Agenda	INVOICE	Page 6 of 242
DEPARTMENT: 561		PARKS & GROUNDS				
223750	1 -3924	MOWTOWN OUTDOORS LLC	FLOWERBED/LANDS APR 1-JUN	3/2024	11011 07-21	10,500.00
DEPARTMENT TOTAL:						10,500.00
FUND TOTAL:						10,500.00
GRAND TOTAL:						10,500.00

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2024.03.12 Jenks City Council Agenda

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PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
3/2024	10	5-561-5250	CONTRACTUAL SERVICES	10,500.00	10,500.00
GRAND TOTAL ESTIMATE:					0.00
GRAND TOTAL ACTUAL:					10,500.00
REPORT TOTAL:					10,500.00

FUND: 10 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME
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SUMMARY 2024.03.12 Jenks City Council Agenda INVOICE

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DEPARTMENT: 561

PARKS & GROUNDS

213817 1 -3924

1 -3924

MOWTOWN OUTDOORS LLC

MOWING/WEEDEATING SVCS

3/2024

7927 08-11

1,092.00

DEPARTMENT TOTAL:

1,092.00

FUND TOTAL:

1,092.00

GRAND TOTAL:

1,092.00

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2024.03.12 Jenks City Council Agenda

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PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
3/2024	10	5-561-5250	CONTRACTUAL SERVICES	1,092.00	1,092.00
GRAND TOTAL ESTIMATE:					0.00
GRAND TOTAL ACTUAL:					1,092.00
REPORT TOTAL:					1,092.00

P.O.# VENDOR # NAME SUMMARY 2024-03-12 Jenks City Council Agenda INVOICE Page 10 of 242

DEPARTMENT: 252	CITY FACILITIES					
195379	1 -1599	GSHELMS & ASSOC., LLC	PROF DESIGN-CENTRAL FIRE	3/2024	19-04000-06 03-01	60,157.50
DEPARTMENT TOTAL:						60,157.50
FUND TOTAL:						60,157.50
GRAND TOTAL:						60,157.50

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PERIOD	G/L ACCOUNT	NAME	AMOUNT	TOTAL
3/2024	26 5-252-5392	BUILDING AND IMPROVEMENTS	60,157.50	60,157.50
GRAND TOTAL ESTIMATE:				0.00
GRAND TOTAL ACTUAL:				60,157.50
REPORT TOTAL:				60,157.50

P.O.# VENDOR # NAME SUMMARY DESCRIPTION 2024-03-12 Jenks City Council Agenda INVOICE Page 12 of 242

DEPARTMENT: 231		GENERAL GOVERNMENT					
230139	1 -3433	ETHERFLOW	CH BITWARDEN USER LIC	3/2024	1447 03-01		51.34
230142	1 -3433	ETHERFLOW	CLOUD BACKUP SERVICE	3/2024	1446 03-01		1,037.50
230145	1 -3433	ETHERFLOW	PW-MAINT AGREEMENT	3/2024	1448 03-01		1,048.00
						DEPARTMENT TOTAL:	2,136.84
DEPARTMENT: 241		CITY PLANNER					
233041	1 -2199	LEE ENTERPRISES INC	ADVERTISING INVOICE	3/2024	80541 02-29		57.75
233205	1 -2199	LEE ENTERPRISES INC	ADVERTISING INVOICE	3/2024	82362 02-29		46.53
						DEPARTMENT TOTAL:	104.28
DEPARTMENT: 245		COMMUNITY DEVELOPMENT					
233285	1 -4136	O.L.S. INC	PRSRE TST EQUIP @ RANCH	3/2024	33022439 02-20		100.00
						DEPARTMENT TOTAL:	100.00
DEPARTMENT: 311		UNIFORMED PATROL					
230183	1 -1542	CINTAS CORPORATION	WTR COOLER 23-24 AGREEMNT	3/2024	9261907244A 03-01		49.50
230184	1 -1542	CINTAS CORPORATION	JUL23-JUN24 WTR COOL AGRE	3/2024	9261907244 03-01		50.00
						DEPARTMENT TOTAL:	99.50
DEPARTMENT: 411		FIRE SUPPRESSION					
233346	1 -1101	BROOKSHIRE GROCERY COMPANY	REPLISH HYDRATION FLUIDS	3/2024	7413 02-27		236.22
233349	1 -2503	ALL MAINTENANCE SUPPLY INC	STATION 2 SUPPLIES	3/2024	00133944-02 02-28		10.20
233348	1 -3313	AUTOZONE STORES LLC	STATION 2 SUPPLIES	3/2024	6377401216 02-07		186.67
						DEPARTMENT TOTAL:	433.09
DEPARTMENT: 521		STREET MAINTENANCE					
233326	1 -1054	LOCKE SUPPLY CO.	SUPPLIES FOR STREET MAINT	3/2024	51868458-00 02-27		597.98
231127	1 -1542	CINTAS CORPORATION	Q: UNIFRM CROUCHER&LEWIS	3/2024	4180517760A 01-17		238.19
233026	1 -1793	TVH PARTS CO	SUPLIES STREET MAINTENANC	3/2024	21518304 02-26		837.30
233027	1 -1793	TVH PARTS CO	Q:SUPLIES ST MAINT	3/2024	21518305 02-26		718.00
233284	1 -3186	JEFFERY SCOTT HEAD	ELECTRICAL WORK DOWNTOWN	3/2024	2052 02-26		560.00
230415	1 -3676	LOT MAINTENANCE OF OKLAHOMAMNTHLY ST SWEEP FY23/24		3/2024	041514 02-16		1,130.00
						DEPARTMENT TOTAL:	4,081.47

P.O.# VENDOR # NAME SUMMARY 2024-03-12 Jenks City Council Agenda INVOICE Page 13 of 242

DEPARTMENT: 522		GENERAL MAINTENANCE				
233325	1 -1418	CHARLEY MERRIMAN	PADLOCK STOCK	3/2024	99172 02-05	701.64
231845	1 -3302	LAMPTON WELDING SUPPLY CO	IMNTLY WELD RENT FY23-24	3/2024	0001080418 02-29	85.71
					DEPARTMENT TOTAL:	787.35
DEPARTMENT: 561		PARKS & GROUNDS				
231126	1 -1542	CINTAS CORPORATION	Q: UNIFRM FOR PARK EMPL	3/2024	4180517760 01-17	574.75
230128	1 -3924	MOWTOWN OUTDOORS LLC	FLWR BED&LNDS CP 7/1-10/31	3/2024	9209 10-16	1,092.00
					DEPARTMENT TOTAL:	1,666.75
					FUND TOTAL:	9,409.28

P.O.#	VENDOR #	NAME	SUMMARY	2024-03-12 Jenks City Council Agenda	INVOICE	Page 14 of 242
DEPARTMENT: 521		STREET MAINTENANCE				
233028	1 -2205	SOUTHWEST ENVIROTX PARTNERS	ROAD DE-ICER	3/2024	10330 02-27	12,510.00
DEPARTMENT TOTAL:						12,510.00
FUND TOTAL:						12,510.00

P.O.# VENDOR # NAME SUMMARY 2024-03-12 Jenks City Council Agenda INVOICE Page 15 of 242

DEPARTMENT: 561	PARKS & GROUNDS					
230612	1 -4061	R TURLEY ROOFING INC	ROOF RPLCMNT PAVILLION	3/2024	340190A 08-28	8,970.00
					DEPARTMENT TOTAL:	8,970.00
					FUND TOTAL:	8,970.00
					GRAND TOTAL:	30,889.28

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PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
3/2024	10	5-231-5250	CONTRACTUAL SERVICES	2,085.50	
3/2024	10	5-231-5254	SUBSCRIPTIONS	51.34	
3/2024	10	5-241-5256	LEGAL NOTICES	104.28	
3/2024	10	5-245-5248	REPAIR & MAINTENANCE	100.00	
3/2024	10	5-311-5242	MATERIALS AND SUPPLIES	99.50	
3/2024	10	5-411-5242	MATERIALS AND SUPPLIES	433.09	
3/2024	10	5-521-5232	CLOTHING AND UNIFORMS	238.19	
3/2024	10	5-521-5242	MATERIALS AND SUPPLIES	2,153.28	
3/2024	10	5-521-5250	CONTRACTUAL SERVICES	1,690.00	
3/2024	10	5-522-5242	MATERIALS AND SUPPLIES	701.64	
3/2024	10	5-522-5250	CONTRACTUAL SERVICES	85.71	
3/2024	10	5-561-5232	CLOTHING AND UNIFORMS	574.75	
3/2024	10	5-561-5250	CONTRACTUAL SERVICES	1,092.00	9,409.28
3/2024	30	5-521-5248	REPAIR AND MAINTENANCE	12,510.00	12,510.00
3/2024	45	5-561-5392	BUILDING AND IMPROVEMENTS	8,970.00	8,970.00
			GRAND TOTAL ESTIMATE:	0.00	
			GRAND TOTAL ACTUAL:	30,889.28	
			REPORT TOTAL:	30,889.28	

P.O.#	VENDOR #	NAME	SUMMARY	2024-03-12 Jenks City Council Agenda	INVOICE	Page 17 of 242
DEPARTMENT: 214 CITY ATTORNEY						
233023	1 -2376	TULSA COUNTY DISTRICT COURTELM ST,COUNTY COMISH BILL	2/2024	CJ-2023-3444 02-05	4,725.00	
233024	1 -2376	TULSA COUNTY DISTRICT COURTCOMMISSIONERS AWARD	2/2024	CJ-2023-3444 2-05	232,822.00	
DEPARTMENT TOTAL:					237,547.00	
DEPARTMENT: 241 CITY PLANNER						
232906	1 -3396	BRANDON MACY	IIMC CONF 2024,OMCT 2024	2/2024	MAY 19-22 IIMC CON	1,651.75
DEPARTMENT TOTAL:					1,651.75	
DEPARTMENT: 311 UNIFORMED PATROL						
230012	1 -1073	OKLAHOMA NATURAL GAS	GAS SERVICE 23-24	2/2024	182557209 02-24	152.14
230190	1 -2832	ROGER SCOTT	BI MNTHLY PEST SERVICES	2/2024	02-16-24 POLICE	42.00
232185	1 -3917	POLICEAPP.COM, INC	BCKGRND SFTWRE LAW ENFCRM	2/2024	739 12-12	4,500.00
232051	1 -3933	DANA MUGAVERO DBA	BEHAVIORAL HEALTH	2/2024	1377 MAR-24 02-15-	850.00
DEPARTMENT TOTAL:					5,544.14	
DEPARTMENT: 411 FIRE SUPPRESSION						
230012	1 -1073	OKLAHOMA NATURAL GAS	GAS SERVICE 23-24	2/2024	113564527 02-24	1,097.86
230047	1 -2832	ROGER SCOTT	PEST CONTROL 2023-2024	2/2024	02-16-24 FS #1	150.00
DEPARTMENT TOTAL:					1,247.86	
DEPARTMENT: 521 STREET MAINTENANCE						
230013	1 -1082	PUBLIC SERVICE COMPANY OF	ELECTRIC SERVICE 23-24	2/2024	95842358103 MAR 24	374.17
230011	1 -2027	O G & E ELECTRIC SERVICES	ELECTRIC SERVICE 23-24	2/2024	129744429-9 MAR 24	379.06
233030	1 -3313	AUTOZONE STORES LLC	SUPLIES FLEET MAINT#617	2/2024	6377360533 11-06	12.99
DEPARTMENT TOTAL:					766.22	
FUND TOTAL:					246,756.97	
GRAND TOTAL:					246,756.97	

Paid Unapproved

G / L R E C A P
2024.03.12 Jenks City Council Agenda

PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
2/2024	10	5-214-5252	PROFESSIONAL SERVICES	237,547.00	
2/2024	10	5-241-5125	TRAINING & SCHOOLS	1,651.75	
2/2024	10	5-311-5116	INSURANCE - OTHER	850.00	
2/2024	10	5-311-5254	SUBSCRIPTIONS	4,542.00	
2/2024	10	5-311-5260	UTILITIES	152.14	
2/2024	10	5-411-5250	CONTRACTUAL SERVICES	150.00	
2/2024	10	5-411-5260	UTILITIES	1,097.86	
2/2024	10	5-521-5240	VEHICLE PARTS/REPAIRS	12.99	
2/2024	10	5-521-5260	UTILITIES	753.23	246,756.97
GRAND TOTAL ESTIMATE:				0.00	
GRAND TOTAL ACTUAL:				246,756.97	
REPORT TOTAL:				246,756.97	

Paid Unapproved

P.O.#	VENDOR #	NAME	SUMMARY	DATE	DESCRIPTION	AMOUNT
2024-03-12 Jenks City Council Agenda						
INVOICE						
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DEPARTMENT: 311 UNIFORMED PATROL						
232900	1 -1488	JENKS CHAMBER OF COMMERCE	LUNCHEONS/BANQUET	2/2024	5835 02-06 MONTHLY	70.00
230054	1 -3977	A T & T	PHONE BILL - PD/DISP	2/2024	8310012118870 0324	854.02
232848	1 -4010	FRONTIER JUSTICE	TRAINING AMMO	2/2024	02-08-2024 02-08	3,312.00
DEPARTMENT TOTAL:						4,236.02
DEPARTMENT: 321 CENTRAL DISPATCH						
230054	1 -3977	A T & T	PHONE BILL - PD/DISP	2/2024	8310012118870 0324	332.11
DEPARTMENT TOTAL:						332.11
DEPARTMENT: 521 STREET MAINTENANCE						
230010	1 -1025	EAST CENTRAL ELECTRIC	ELECTRIC SERVICE 23-24	2/2024	3993001 MAR 24	2,535.61
230308	1 -3381	TULSA-SAPULPA UNION RAILWAY	MAINT & INSPECTION	2/2024	JK-12024 01-31	755.84
DEPARTMENT TOTAL:						3,291.45
FUND TOTAL:						7,859.58
GRAND TOTAL:						7,859.58

Paid Unapproved

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PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
2/2024	10	5-311-5230	BUSINESS	70.00	
2/2024	10	5-311-5242	MATERIALS AND SUPPLIES	3,312.00	
2/2024	10	5-311-5258	COMMUNICATIONS	854.02	
2/2024	10	5-321-5258	COMMUNICATIONS	332.11	
2/2024	10	5-521-5250	CONTRACTUAL SERVICES	755.84	
2/2024	10	5-521-5260	UTILITIES	2,535.61	7,859.58
GRAND TOTAL ESTIMATE:				0.00	
GRAND TOTAL ACTUAL:				7,859.58	
REPORT TOTAL:				7,859.58	

Paid Unapproved

P.O.#	VENDOR #	NAME	SUMMARY	2024-03-12	Jenks City Council Agenda	INVOICE	Page 21 of 242
DEPARTMENT: 231		GENERAL GOVERNMENT					
230025	1 -1596	COMMUNITY CARE HMO INC	FEB 24 EAP MONTHLY FEES	2/2024	FEB 24 EAP FEES	58.75	
						DEPARTMENT TOTAL:	58.75
						FUND TOTAL:	58.75
						GRAND TOTAL:	58.75

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PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
2/2024	10	5-231-5262	INSURANCE	58.75	58.75
GRAND TOTAL ESTIMATE:					0.00
GRAND TOTAL ACTUAL:					58.75
REPORT TOTAL:					58.75

Paid Unapproved

P.O.#	VENDOR #	NAME	SUMMARY	2024-03-12	Jenks City Council Agenda	INVOICE	Page 23 of 242
DEPARTMENT: 221 MUNICIPAL COURT							
233110	1 -2450	JPMORGAN CHASE BANK NA	COMPUTER REPLACEMENT	2/2024	01-29-24 DELL	1,469.99	
DEPARTMENT TOTAL:						1,469.99	
DEPARTMENT: 231 GENERAL GOVERNMENT							
233274	1 -2450	JPMORGAN CHASE BANK NA	ANNUAL SERVER SUB	2/2024	12-29-23 OPENVPN	2,352.00	
DEPARTMENT TOTAL:						2,352.00	
DEPARTMENT: 311 UNIFORMED PATROL							
232720	1 -2450	JPMORGAN CHASE BANK NA	MAVERICK DRONE SYSTEM	2/2024	01-26-24 MAVERICK	2,165.15	
232830	1 -2450	JPMORGAN CHASE BANK NA	POSTAGE FOR RECORDS	2/2024	01-19-24 USPS	22.80	
232831	1 -2450	JPMORGAN CHASE BANK NA	18 FORD WHEEL	2/2024	01-19-24 OWS-ADULO	229.34	
232832	1 -2450	JPMORGAN CHASE BANK NA	25 GALLON GAS TANK	2/2024	01-21-24 AMAZONI	249.99	
232836	1 -2450	JPMORGAN CHASE BANK NA	2 RYOBI BATTERIES	2/2024	01-22-24 AMAZON	79.00	
232999	1 -2450	JPMORGAN CHASE BANK NA	POWER SUPPLY LED LIGHTS	2/2024	01-26-24 AMAZON	12.34	
233000	1 -2450	JPMORGAN CHASE BANK NA	MISC SUPPLYS	2/2024	01-26-24 AMAZON1	314.08	
233166	1 -2450	JPMORGAN CHASE BANK NA	LIGHTNING CABLES/FORKS	2/2024	02-03-24 AMAZON	214.03	
233169	1 -2450	JPMORGAN CHASE BANK NA	JENKS CHAMBER LUNCHEONS	2/2024	02-15-24 JENKS CHA	245.00	
233192	1 -2450	JPMORGAN CHASE BANK NA	UNITED AIRLINES FOR IACP	2/2024	02-05-24 UNITED	5,617.40	
233193	1 -2450	JPMORGAN CHASE BANK NA	FILE FOLDERS/DINNER/COFFE	2/2024	02-14-24 AMAZON	274.08	
233194	1 -2450	JPMORGAN CHASE BANK NA	OML CONF/TRAINING/SHIRTS	2/2024	02-12-24 AMERICAN	324.92	
233195	1 -2450	JPMORGAN CHASE BANK NA	GRANT WRITING TRAINING	2/2024	02-07-24 GRANT WRI	1,219.48	
233196	1 -2450	JPMORGAN CHASE BANK NA	LUNCH MEETING/MEMBERSHIP	2/2024	02-08-24 REASOR'S	253.53	
233197	1 -2450	JPMORGAN CHASE BANK NA	TRAINING/MEMBERSHIP	2/2024	02-13-24 UCO STUDE	246.98	
DEPARTMENT TOTAL:						11,468.12	
DEPARTMENT: 321 CENTRAL DISPATCH							
233194	1 -2450	JPMORGAN CHASE BANK NA	OML CONF/TRAINING/SHIRTS	2/2024	02-09-24 AMERICAN	440.00	
233197	1 -2450	JPMORGAN CHASE BANK NA	TRAINING/MEMBERSHIP	2/2024	02-05-24 NENA	475.32	
DEPARTMENT TOTAL:						915.32	

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P.O.#	VENDOR #	NAME	SUMMARY	DATE	DESCRIPTION	INVOICE	Page 24 of 242
2024-03-12 Jenks City Council Agenda							
DEPARTMENT: 331 CODE ENFORCEMENT							
233194	1 -2450	JPMORGAN CHASE BANK NA	OML CONF/TRAINING/SHIRTS	2/2024	01-25-24 OML		400.00
DEPARTMENT TOTAL:							400.00
DEPARTMENT: 411 FIRE SUPPRESSION							
232977	1 -2450	JPMORGAN CHASE BANK NA	REPAIR-AUTEL DRONE	2/2024	02-08-24 AUTELROBO		1,082.11
233001	1 -2450	JPMORGAN CHASE BANK NA	MEMORY CARDS/FLASH DRIVES	2/2024	01-18-24 AMAZON1		47.69
233002	1 -2450	JPMORGAN CHASE BANK NA	LUNCH FOR CREW/BREAKFAST	2/2024	01-22-24 CHICK-FIL		177.53
233003	1 -2450	JPMORGAN CHASE BANK NA	OFCA WORKSHOP EXPENSES	2/2024	01-24-24 SHORTCAKE		1,457.94
233004	1 -2450	JPMORGAN CHASE BANK NA	FDIC FLIGHTS APRIL 2024	2/2024	01-19-24 AMERICAN		2,286.80
233005	1 -2450	JPMORGAN CHASE BANK NA	LUNCH MEETINGS	2/2024	01-17-24 SANTA FE		155.14
233006	1 -2450	JPMORGAN CHASE BANK NA	OFCA WORKSHOP MEALS	2/2024	01-25-24 ESKIMO JO		309.90
233084	1 -2450	JPMORGAN CHASE BANK NA	GYM EQUIPMENT	2/2024	02-07-24 AMAZON		136.32
233085	1 -2450	JPMORGAN CHASE BANK NA	ADMIN LUNCH MEETING	2/2024	02-09-24 CLASE AZU		75.00
233109	1 -2450	JPMORGAN CHASE BANK NA	TV MOUNT	2/2024	02-07-24 AMAZON1		33.97
DEPARTMENT TOTAL:							5,762.40
DEPARTMENT: 522 GENERAL MAINTENANCE							
232913	1 -2450	JPMORGAN CHASE BANK NA	IPADS	2/2024	02-09-24 APPLE		1,536.00
233138	1 -2450	JPMORGAN CHASE BANK NA	IPAD CASES	2/2024	02-13-24 AMAZON		95.48
DEPARTMENT TOTAL:							1,631.48
DEPARTMENT: 562 ANIMAL CONTROL							
232828	1 -2450	JPMORGAN CHASE BANK NA	MAKE KEYS FOR POUND	2/2024	01-19-24 ACE HARDW		8.97
233167	1 -2450	JPMORGAN CHASE BANK NA	VET SERVICES	2/2024	02-14-24 WOODLAND		597.73
233168	1 -2450	JPMORGAN CHASE BANK NA	VET SERVICES	2/2024	02-15-24 WOODLAND		358.78
DEPARTMENT TOTAL:							965.48
FUND TOTAL:							24,964.79
GRAND TOTAL:							24,964.79

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PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
2/2024	10	5-221-5268	CONTINGENCY	1,469.99	
2/2024	10	5-231-5254	SUBSCRIPTIONS	2,352.00	
2/2024	10	5-311-5125	TRAINING & SCHOOLS	6,807.40	
2/2024	10	5-311-5128	MEMBERSHIP DUES	55.00	
2/2024	10	5-311-5230	BUSINESS	515.36	
2/2024	10	5-311-5232	CLOTHING AND UNIFORMS	554.40	
2/2024	10	5-311-5240	VEHICLE PARTS/REPAIRS	249.99	
2/2024	10	5-311-5242	MATERIALS AND SUPPLIES	2,665.70	
2/2024	10	5-311-5244	OFFICE SUPPLIES	368.13	
2/2024	10	5-311-5252	PROFESSIONAL SERVICES	229.34	
2/2024	10	5-311-5258	COMMUNICATIONS	22.80	
2/2024	10	5-321-5125	TRAINING & SCHOOLS	440.00	
2/2024	10	5-321-5128	MEMBERSHIP DUES	441.00	
2/2024	10	5-321-5242	MATERIALS AND SUPPLIES	34.32	
2/2024	10	5-331-5125	TRAINING & SCHOOLS	400.00	
2/2024	10	5-411-5125	TRAINING & SCHOOLS	4,054.64	
2/2024	10	5-411-5230	BUSINESS	407.67	
2/2024	10	5-411-5240	VEHICLE PARTS/REPAIRS	1,082.11	
2/2024	10	5-411-5242	MATERIALS AND SUPPLIES	217.98	
2/2024	10	5-522-5242	MATERIALS AND SUPPLIES	1,631.48	
2/2024	10	5-562-5242	MATERIALS AND SUPPLIES	8.97	
2/2024	10	5-562-5252	PROFESSIONAL SERVICES	956.51	24,964.79
			GRAND TOTAL ESTIMATE:	0.00	
			GRAND TOTAL ACTUAL:	24,964.79	
			REPORT TOTAL:	24,964.79	

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P.O.#	VENDOR #	NAME	SUMMARY REPORT	2024-03-12 Jenks City Council Agenda	INVOICE	Page 26 of 242
DEPARTMENT: 525		SMALL CAPITAL PROJECTS				
225191	1 -2450	JPMORGAN CHASE BANK NA	SANTA/ACTIVITY	HOUSE	2/2024 11-20-23 WESTLAKE	33.63
DEPARTMENT TOTAL:						33.63
FUND TOTAL:						33.63
GRAND TOTAL:						33.63

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PERIOD	G/L ACCOUNT	NAME	AMOUNT	TOTAL
2/2024	10 5-525-5392	BUILDING & IMPROVEMENTS	33.63	33.63
GRAND TOTAL ESTIMATE:				0.00
GRAND TOTAL ACTUAL:				33.63
REPORT TOTAL:				33.63

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P.O.#	VENDOR #	NAME	SUMMARY	2024-03-12	Jenks City Council Agenda	INVOICE	Page 28 of 242
DEPARTMENT: 231							
230327	1 -2450	JPMORGAN CHASE BANK NA	MOBILE DEVICE MGMT	2/2024	02-02-24 JAMF	168.00	
DEPARTMENT TOTAL:						168.00	
DEPARTMENT: 241							
230279	1 -2450	JPMORGAN CHASE BANK NA	SIMPLIFILE FY 23-24	2/2024	02-07-24 SIMPLIFIL	129.68	
DEPARTMENT TOTAL:						129.68	
DEPARTMENT: 311							
231633	1 -2450	JPMORGAN CHASE BANK NA	MONTHLY AC UNIT MAINT PD	2/2024	02-15-24 LEE MECHA	77.50	
DEPARTMENT TOTAL:						77.50	
FUND TOTAL:						375.18	
GRAND TOTAL:						375.18	

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PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
2/2024	10	5-231-5254	SUBSCRIPTIONS	168.00	
2/2024	10	5-241-5256	LEGAL NOTICES	129.68	
2/2024	10	5-311-5248	REPAIR AND MAINTENANCE	77.50	375.18
GRAND TOTAL ESTIMATE:					0.00
GRAND TOTAL ACTUAL:					375.18
REPORT TOTAL:					375.18

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P.O.#	VENDOR #	NAME	SUMMARY REPORT	2024-03-12 Jenks City Council Agenda	INVOICE	Page 30 of 242
DEPARTMENT: 411		FIRE SUPPRESSION				
233229	1 -2450	JPMORGAN CHASE BANK NA	DEPOSIT FIRE BANQUET	2/2024	02-16-24 AMAZON	768.15
DEPARTMENT TOTAL:						768.15
FUND TOTAL:						768.15
GRAND TOTAL:						768.15

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PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
2/2024	10	5-411-5230	BUSINESS	562.50	
2/2024	10	5-411-5242	MATERIALS AND SUPPLIES	205.65	768.15
GRAND TOTAL ESTIMATE:					0.00
GRAND TOTAL ACTUAL:					768.15
REPORT TOTAL:					768.15

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P.O.#	VENDOR #	NAME	SUMMARY	2024-03-12	Jenks City Council Agenda	INVOICE	Page 32 of 242
DEPARTMENT: 862	ELWOOD STREET 111TH-121ST						
214675	1 -2112	GARVER LLC	PRO ENGINEERING SVCS	2/2024	22T27022-17 02-16	5,885.00	
					DEPARTMENT TOTAL:	5,885.00	
DEPARTMENT: 867	106TH STREET						
210432	1 -3378	CP&Y INC	PROFESSIONAL DESIGN	2/2024	COJE2100711.00-23	33,088.56	
					DEPARTMENT TOTAL:	33,088.56	
					FUND TOTAL:	38,973.56	
					GRAND TOTAL:	38,973.56	

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PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
2/2024	27	5-862-5393	ROADS AND BRIDGES	5,885.00	
2/2024	27	5-867-5393	ROADS AND BRIDGES	33,088.56	38,973.56
GRAND TOTAL ESTIMATE:					0.00
GRAND TOTAL ACTUAL:					38,973.56
REPORT TOTAL:					38,973.56

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P.O.#	VENDOR #	NAME	SUMMARY	2024-03-12	Jenks City Council Agenda	INVOICE	Page 34 of 242
DEPARTMENT: 775	OTA/TURNPIKE						
204862	1 -2540	WARRICK LAW GROUP PC	SPARKMAN LEGAL FEES	2/2024	5867-005 01-31-24	9,945.10	
DEPARTMENT TOTAL:						9,945.10	
FUND TOTAL:						9,945.10	
GRAND TOTAL:						9,945.10	

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PERIOD	G/L ACCOUNT	NAME	AMOUNT	TOTAL
2/2024	32 5-775-5250	CONTRACTUAL SERVICES	9,945.10	9,945.10
GRAND TOTAL ESTIMATE:				0.00
GRAND TOTAL ACTUAL:				9,945.10
REPORT TOTAL:				9,945.10

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FUND: 33 - VISION SALES TAX

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY REPORT	2024-03-12 Jenks City Council Agenda	INVOICE	Page 36 of 242
DEPARTMENT: 750		VISION SALES TAX				
224724	1 -3873	TULSA ENGINEERING & PLANNIN	PROF DESIGN SVCS	2/2024	7 02-18-24	1,085.52
DEPARTMENT TOTAL:						1,085.52
FUND TOTAL:						1,085.52
GRAND TOTAL:						1,085.52

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PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
2/2024	33	5-750-5393	ROADS AND BRIDGES	1,085.52	1,085.52
GRAND TOTAL ESTIMATE:					0.00
GRAND TOTAL ACTUAL:					1,085.52
REPORT TOTAL:					1,085.52

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P.O.#	VENDOR #	NAME	SUMMARY	DATE	INVOICE	Page 38 of 242
2024.03.12 Jenks City Council Agenda						
DEPARTMENT: 211		CITY MANAGER				
233214	1 -3912	SOFTCHOICE CORPORATION	MICROSOFT LICENSES	3/2024	91296290 02-29	702.96
					DEPARTMENT TOTAL:	702.96
DEPARTMENT: 212		CITY CLERK				
233214	1 -3912	SOFTCHOICE CORPORATION	MICROSOFT LICENSES	3/2024	91296290 02-29	1,054.44
					DEPARTMENT TOTAL:	1,054.44
DEPARTMENT: 213		CITY TREASURER				
233214	1 -3912	SOFTCHOICE CORPORATION	MICROSOFT LICENSES	3/2024	91296290 02-29	702.96
					DEPARTMENT TOTAL:	702.96
DEPARTMENT: 214		CITY ATTORNEY				
233214	1 -3912	SOFTCHOICE CORPORATION	MICROSOFT LICENSES	3/2024	91296290 02-29	351.48
					DEPARTMENT TOTAL:	351.48
DEPARTMENT: 216		PERSONNEL				
233214	1 -3912	SOFTCHOICE CORPORATION	MICROSOFT LICENSES	3/2024	91296290 02-29	702.96
					DEPARTMENT TOTAL:	702.96
DEPARTMENT: 218		ADMIN SUPPORT/RECORDS				
233214	1 -3912	SOFTCHOICE CORPORATION	MICROSOFT LICENSES	3/2024	91296290 02-29	351.48
					DEPARTMENT TOTAL:	351.48
DEPARTMENT: 221		MUNICIPAL COURT				
233214	1 -3912	SOFTCHOICE CORPORATION	MICROSOFT LICENSES	3/2024	91296290 02-29	702.96
					DEPARTMENT TOTAL:	702.96

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P.O.#	VENDOR #	NAME	SUMMARY	DATE	INVOICE	Page 39 of 242
2024.03.12 Jenks City Council Agenda						
DEPARTMENT: 241		CITY PLANNER				
233214	1 -3912	SOFTCHOICE CORPORATION	MICROSOFT LICENSES	3/2024	91296290 02-29	702.96
					DEPARTMENT TOTAL:	702.96
DEPARTMENT: 311		UNIFORMED PATROL				
233214	1 -3912	SOFTCHOICE CORPORATION	MICROSOFT LICENSES	3/2024	91296290 02-29	9,489.96
					DEPARTMENT TOTAL:	9,489.96
DEPARTMENT: 315		POLICE RESERVE				
233214	1 -3912	SOFTCHOICE CORPORATION	MICROSOFT LICENSES	3/2024	91296290 02-29	4,569.24
					DEPARTMENT TOTAL:	4,569.24
DEPARTMENT: 321		CENTRAL DISPATCH				
233214	1 -3912	SOFTCHOICE CORPORATION	MICROSOFT LICENSES	3/2024	91296290 02-29	3,163.32
					DEPARTMENT TOTAL:	3,163.32
DEPARTMENT: 331		CODE ENFORCEMENT				
233214	1 -3912	SOFTCHOICE CORPORATION	MICROSOFT LICENSES	3/2024	91296290 02-29	351.48
					DEPARTMENT TOTAL:	351.48
DEPARTMENT: 411		FIRE SUPPRESSION				
233214	1 -3912	SOFTCHOICE CORPORATION	MICROSOFT LICENSES	3/2024	91296290 02-29	8,787.00
					DEPARTMENT TOTAL:	8,787.00
DEPARTMENT: 412		FIRE VOLUNTEERS				
233214	1 -3912	SOFTCHOICE CORPORATION	MICROSOFT LICENSES	3/2024	91296290 02-29	4,569.24
					DEPARTMENT TOTAL:	4,569.24

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P.O.#	VENDOR #	NAME	SUMMARY	DATE	INVOICE	Page 40 of 242
2024-03-12 Jenks City Council Agenda						
DEPARTMENT: 512		PROTECTIVE INSPECTIONS				
233214	1 -3912	SOFTCHOICE CORPORATION	MICROSOFT LICENSES	3/2024	91296290 02-29	1,054.44
					DEPARTMENT TOTAL:	1,054.44
DEPARTMENT: 521		STREET MAINTENANCE				
233214	1 -3912	SOFTCHOICE CORPORATION	MICROSOFT LICENSES	3/2024	91296290 02-29	702.96
					DEPARTMENT TOTAL:	702.96
DEPARTMENT: 561		PARKS & GROUNDS				
233214	1 -3912	SOFTCHOICE CORPORATION	MICROSOFT LICENSES	3/2024	91296290 02-29	1,757.40
					DEPARTMENT TOTAL:	1,757.40
DEPARTMENT: 562		ANIMAL CONTROL				
233214	1 -3912	SOFTCHOICE CORPORATION	MICROSOFT LICENSES	3/2024	91296290 02-29	702.96
					DEPARTMENT TOTAL:	702.96
					FUND TOTAL:	40,420.20
					GRAND TOTAL:	40,420.20

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PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
3/2024	10	5-211-5254	SUBSCRIPTIONS	702.96	
3/2024	10	5-212-5254	SUBSCRIPTIONS	1,054.44	
3/2024	10	5-213-5254	SUBSCRIPTIONS	702.96	
3/2024	10	5-214-5254	SUBSCRIPTIONS	351.48	
3/2024	10	5-216-5254	SUBSCRIPTIONS	702.96	
3/2024	10	5-218-5254	SUBSCRIPTIONS	351.48	
3/2024	10	5-221-5254	SUBSCRIPTIONS	702.96	
3/2024	10	5-241-5254	SUBSCRIPTIONS	702.96	
3/2024	10	5-311-5254	SUBSCRIPTIONS	9,489.96	
3/2024	10	5-315-5254	SUBSCRIPTIONS	4,569.24	
3/2024	10	5-321-5254	SUBSCRIPTIONS	3,163.32	
3/2024	10	5-331-5254	SUBSCRIPTIONS	351.48	
3/2024	10	5-411-5254	SUBSCRIPTIONS	8,787.00	
3/2024	10	5-412-5254	SUBSCRIPTIONS	4,569.24	
3/2024	10	5-512-5254	SUBSCRIPTIONS	1,054.44	
3/2024	10	5-521-5254	SUBSCRIPTIONS	702.96	
3/2024	10	5-561-5254	SUBSCRIPTIONS	1,757.40	
3/2024	10	5-562-5254	SUBSCRIPTIONS	702.96	40,420.20
GRAND TOTAL ESTIMATE:				0.00	
GRAND TOTAL ACTUAL:				40,420.20	
REPORT TOTAL:				40,420.20	

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P.O.#	VENDOR #	NAME	SUMMARY	2024-03-12	Jenks City Council Agenda	INVOICE	Page 42 of 242
DEPARTMENT: 245		COMMUNITY DEVELOPMENT					
230210	1 -4052	JARRETT MELTON	CONTRACTED SERV	10596 ELM	3/2024	MARCH 2024	1,800.00
DEPARTMENT TOTAL:							1,800.00
DEPARTMENT: 411		FIRE SUPPRESSION					
233046	1 -3313	AUTOZONE STORES LLC	CLNR/DEGREASER, WASH, WAX	3/2024	6377363163	11-12	55.25
DEPARTMENT TOTAL:							55.25
FUND TOTAL:							1,855.25

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P.O.#	VENDOR #	NAME	SUMMARY REPORT	2024-03-12	Jenks City Council Agenda	INVOICE	Page 43 of 242
DEPARTMENT: 311		UNIFORMED PATROL					
230002	1 -1112	BANCFIRST	0490091391 03-24 PR	3/2024	0490091391 03-24PR	4,194.22	
DEPARTMENT TOTAL:						4,194.22	
FUND TOTAL:						4,194.22	

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DEPARTMENT: 411		FIRE SUPPRESSION					
230001	1 -1112	BANCFIRST	0490091402 03-24 PR	3/2024	0490091402 03-24PR	2,175.36	
DEPARTMENT TOTAL:						2,175.36	
FUND TOTAL:						2,175.36	
GRAND TOTAL:						8,224.83	

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PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
3/2024	10	5-245-5250	CONTRACTUAL SERVICES	1,800.00	
3/2024	10	5-411-5242	MATERIALS AND SUPPLIES	55.25	1,855.25
3/2024	12	5-311-5396	MOTOR VEHICLES	4,194.22	4,194.22
3/2024	14	5-411-5396	MOTOR VEHICLES	2,175.36	2,175.36
GRAND TOTAL ESTIMATE:					0.00
GRAND TOTAL ACTUAL:					8,224.83
REPORT TOTAL:					8,224.83

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DEPARTMENT: 214		CITY ATTORNEY					
230029	1 -1228	WEST PUBLISHING CORPORATION	SUBSCRIPTION 2023-2024	3/2024	849812591 03-01		409.69
						DEPARTMENT TOTAL:	409.69
DEPARTMENT: 245		COMMUNITY DEVELOPMENT					
231875	1 -2101	AMERICAN WASTE CONTROL INC	TRASH SERVICE	3/2024	0006896135 02-01		282.71
						DEPARTMENT TOTAL:	282.71
DEPARTMENT: 311		UNIFORMED PATROL					
233362	1 -1047	JENKS PUBLIC WORKS AUTHOR	MARCH 2024 WATER SERVICE	3/2024	05-0230-01 MAR 24		51.83
231609	1 -1183	GT DISTRIBUTORS INC	SPRINGFIELD AR-15	3/2024	INV0991035 02-29		818.98
230182	1 -1228	WEST PUBLISHING CORPORATION	INVESTIGATIVE SOFTWARE	3/2024	849801841 03-01		248.52
233278	1 -3312	WEX BANK-QUIKTRIP	95222250 02-23-24 FUEL	3/2024	95222250 02-23-24		5,000.16
						DEPARTMENT TOTAL:	6,119.49
DEPARTMENT: 315		POLICE RESERVE					
233278	1 -3312	WEX BANK-QUIKTRIP	95222250 02-23-24 FUEL	3/2024	95222250 02-23-24		553.60
						DEPARTMENT TOTAL:	553.60
DEPARTMENT: 411		FIRE SUPPRESSION					
233362	1 -1047	JENKS PUBLIC WORKS AUTHOR	MARCH 2024 WATER SERVICE	3/2024	05-0160-01 MAR 24		271.63
230018	1 -2101	AMERICAN WASTE CONTROL INC	TRASH SERVICE 23-24	3/2024	0006890254 03-01		210.40
233278	1 -3312	WEX BANK-QUIKTRIP	95222250 02-23-24 FUEL	3/2024	95222250 02-23-24		2,146.28
						DEPARTMENT TOTAL:	2,628.31
DEPARTMENT: 512		PROTECTIVE INSPECTIONS					
233278	1 -3312	WEX BANK-QUIKTRIP	95222250 02-23-24 FUEL	3/2024	95222250 02-23-24		108.02
						DEPARTMENT TOTAL:	108.02

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P.O.#	VENDOR #	NAME	SUMMARY	2024-03-12	Jenks City Council Agenda	INVOICE	Page 47 of 242
DEPARTMENT: 521 STREET MAINTENANCE							
230011	1 -2027	O G & E ELECTRIC SERVICES	ELECTRIC SERVICE 23-24	3/2024	128515769-7 MAR 24	29.45	
233278	1 -3312	WEX BANK-QUIKTRIP	95222250 02-23-24 FUEL	3/2024	95222250 02-23-24	794.89	
DEPARTMENT TOTAL:						824.34	
DEPARTMENT: 522 GENERAL MAINTENANCE							
233278	1 -3312	WEX BANK-QUIKTRIP	95222250 02-23-24 FUEL	3/2024	95222250 02-23-24	206.50	
DEPARTMENT TOTAL:						206.50	
DEPARTMENT: 561 PARKS & GROUNDS							
233362	1 -1047	JENKS PUBLIC WORKS AUTHOR	MARCH 2024 WATER SERVICE	3/2024	01-2801-00 MAR 24	818.78	
233278	1 -3312	WEX BANK-QUIKTRIP	95222250 02-23-24 FUEL	3/2024	95222250 02-23-24	267.54	
DEPARTMENT TOTAL:						1,086.32	
DEPARTMENT: 562 ANIMAL CONTROL							
233362	1 -1047	JENKS PUBLIC WORKS AUTHOR	MARCH 2024 WATER SERVICE	3/2024	05-2105-00 MAR 24	140.30	
233278	1 -3312	WEX BANK-QUIKTRIP	95222250 02-23-24 FUEL	3/2024	95222250 02-23-24	205.82	
DEPARTMENT TOTAL:						346.12	
FUND TOTAL:						12,565.10	

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P.O.#	VENDOR #	NAME	SUMMARY	2024-03-12	Jenks City Council Agenda	INVOICE	Page 48 of 242
DEPARTMENT: 321		CENTRAL DISPATCH					
230028	1 -1039	INCOG	E-911 ADMINISTRATIVE SERV	3/2024	E-002159 MAR 24	5,917.27	
					DEPARTMENT TOTAL:	5,917.27	
					FUND TOTAL:	5,917.27	
					GRAND TOTAL:	18,482.37	

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PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
3/2024	10	5-214-5254	SUBSCRIPTIONS	409.69	
3/2024	10	5-245-5250	CONTRACTUAL SERVICES	282.71	
3/2024	10	5-311-5238	VEHICLE FUEL	5,000.16	
3/2024	10	5-311-5242	MATERIALS AND SUPPLIES	818.98	
3/2024	10	5-311-5254	SUBSCRIPTIONS	248.52	
3/2024	10	5-311-5260	UTILITIES	51.83	
3/2024	10	5-315-5238	VEHICLE FUEL	553.60	
3/2024	10	5-411-5238	VEHICLE FUEL	2,146.28	
3/2024	10	5-411-5250	CONTRACTUAL SERVICES	210.40	
3/2024	10	5-411-5260	UTILITIES	271.63	
3/2024	10	5-512-5238	VEHICLE FUEL	108.02	
3/2024	10	5-521-5238	VEHICLE FUEL	794.89	
3/2024	10	5-521-5260	UTILITIES	29.45	
3/2024	10	5-522-5238	VEHICLE FUEL	206.50	
3/2024	10	5-561-5238	VEHICLE FUEL	267.54	
3/2024	10	5-561-5260	UTILITIES	818.78	
3/2024	10	5-562-5238	VEHICLE FUEL	205.82	
3/2024	10	5-562-5260	UTILITIES	140.30	12,565.10
3/2024	16	5-321-5254	SUBSCRIPTIONS	5,917.27	5,917.27
GRAND TOTAL ESTIMATE:				0.00	
GRAND TOTAL ACTUAL:				18,482.37	
REPORT TOTAL:				18,482.37	

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P.O.#	VENDOR #	NAME	SUMMARY REPORT	2024-03-12 Jenks City Council Agenda	INVOICE	Page 50 of 242
DEPARTMENT: 245						
233300	1 -4016	JENKS PUBLIC SCHOOL FOUNDATION	COMMUNITY DEVELOPMENT	TAUCTION SPONSOR	3/2024 BLOOM8580 02-01	1,750.00
DEPARTMENT TOTAL:						1,750.00
DEPARTMENT: 521						
233283	1 -4139	ABERDEEN DYNAMICS, LLC	STREET MAINTENANCE	PARTS RPR VEHIC #541	3/2024 00416563 12-19	111.38
DEPARTMENT TOTAL:						111.38
FUND TOTAL:						1,861.38
GRAND TOTAL:						1,861.38

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2024.03.12 Jenks City Council Agenda

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PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
3/2024	10	5-245-5250	CONTRACTUAL SERVICES	1,750.00	
3/2024	10	5-521-5240	VEHICLE PARTS/REPAIRS	111.38	1,861.38
GRAND TOTAL ESTIMATE:					0.00
GRAND TOTAL ACTUAL:					1,861.38
REPORT TOTAL:					1,861.38

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P.O.#	VENDOR #	NAME	SUMMARY	DATE	INVOICE	Page 52 of 242
2024.03.12 Jenks City Council Agenda						
DEPARTMENT: 211		CITY MANAGER				
232960	1 -1338	COMPSOURCE MUTUAL INSURANCEWORKERS COMP PREM	3/2024	1023703780 03-01	37.51	
				DEPARTMENT TOTAL:	37.51	
DEPARTMENT: 212		CITY CLERK				
232960	1 -1338	COMPSOURCE MUTUAL INSURANCEWORKERS COMP PREM	3/2024	1023703780 03-01	37.51	
				DEPARTMENT TOTAL:	37.51	
DEPARTMENT: 213		CITY TREASURER				
232960	1 -1338	COMPSOURCE MUTUAL INSURANCEWORKERS COMP PREM	3/2024	1023703780 03-01	25.01	
				DEPARTMENT TOTAL:	25.01	
DEPARTMENT: 214		CITY ATTORNEY				
232960	1 -1338	COMPSOURCE MUTUAL INSURANCEWORKERS COMP PREM	3/2024	1023703780 03-01	12.50	
				DEPARTMENT TOTAL:	12.50	
DEPARTMENT: 216		PERSONNEL				
232960	1 -1338	COMPSOURCE MUTUAL INSURANCEWORKERS COMP PREM	3/2024	1023703780 03-01	31.26	
				DEPARTMENT TOTAL:	31.26	
DEPARTMENT: 218		ADMIN SUPPORT/RECORDS				
232960	1 -1338	COMPSOURCE MUTUAL INSURANCEWORKERS COMP PREM	3/2024	1023703780 03-01	18.75	
				DEPARTMENT TOTAL:	18.75	
DEPARTMENT: 221		MUNICIPAL COURT				
232960	1 -1338	COMPSOURCE MUTUAL INSURANCEWORKERS COMP PREM	3/2024	1023703780 03-01	18.75	
				DEPARTMENT TOTAL:	18.75	

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P.O.#	VENDOR #	NAME	SUMMARY	DATE	INVOICE	Page 53 of 242
2024.03.12 Jenks City Council Agenda						
DEPARTMENT: 241		CITY PLANNER				
232960	1 -1338	COMPSOURCE MUTUAL INSURANCEWORKERS COMP PREM	3/2024	1023703780 03-01	18.75	
				DEPARTMENT TOTAL:	18.75	
DEPARTMENT: 311		UNIFORMED PATROL				
232960	1 -1338	COMPSOURCE MUTUAL INSURANCEWORKERS COMP PREM	3/2024	1023703780 03-01	5,099.99	
				DEPARTMENT TOTAL:	5,099.99	
DEPARTMENT: 315		POLICE RESERVE				
232960	1 -1338	COMPSOURCE MUTUAL INSURANCEWORKERS COMP PREM	3/2024	1023703780 03-01	550.13	
				DEPARTMENT TOTAL:	550.13	
DEPARTMENT: 321		CENTRAL DISPATCH				
232960	1 -1338	COMPSOURCE MUTUAL INSURANCEWORKERS COMP PREM	3/2024	1023703780 03-01	62.52	
				DEPARTMENT TOTAL:	62.52	
DEPARTMENT: 331		CODE ENFORCEMENT				
232960	1 -1338	COMPSOURCE MUTUAL INSURANCEWORKERS COMP PREM	3/2024	1023703780 03-01	12.50	
				DEPARTMENT TOTAL:	12.50	
DEPARTMENT: 411		FIRE SUPPRESSION				
232960	1 -1338	COMPSOURCE MUTUAL INSURANCEWORKERS COMP PREM	3/2024	1023703780 03-01	6,395.31	
				DEPARTMENT TOTAL:	6,395.31	
DEPARTMENT: 412		FIRE VOLUNTEERS				
232960	1 -1338	COMPSOURCE MUTUAL INSURANCEWORKERS COMP PREM	3/2024	1023703780 03-01	375.09	
				DEPARTMENT TOTAL:	375.09	

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P.O.#	VENDOR #	NAME	SUMMARY	DATE	INVOICE	Page 54 of 242
2024-03-12 Jenks City Council Agenda						
DEPARTMENT: 512		PROTECTIVE INSPECTIONS				
232960	1 -1338	COMPSOURCE MUTUAL INSURANCEWORKERS COMP PREM	3/2024	1023703780 03-01	268.82	
				DEPARTMENT TOTAL:	268.82	
DEPARTMENT: 521		STREET MAINTENANCE				
232960	1 -1338	COMPSOURCE MUTUAL INSURANCEWORKERS COMP PREM	3/2024	1023703780 03-01	487.62	
				DEPARTMENT TOTAL:	487.62	
DEPARTMENT: 561		PARKS & GROUNDS				
232960	1 -1338	COMPSOURCE MUTUAL INSURANCEWORKERS COMP PREM	3/2024	1023703780 03-01	743.93	
				DEPARTMENT TOTAL:	743.93	
DEPARTMENT: 562		ANIMAL CONTROL				
232960	1 -1338	COMPSOURCE MUTUAL INSURANCEWORKERS COMP PREM	3/2024	1023703780 03-01	93.77	
				DEPARTMENT TOTAL:	93.77	
				FUND TOTAL:	14,289.72	
				GRAND TOTAL:	14,289.72	

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PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
3/2024	10	5-211-5121	WORKERS' COMPENSATION	37.51	
3/2024	10	5-212-5121	WORKERS' COMPENSATION	37.51	
3/2024	10	5-213-5121	WORKERS' COMPENSATION	25.01	
3/2024	10	5-214-5121	WORKERS' COMPENSATION	12.50	
3/2024	10	5-216-5121	WORKERS' COMPENSATION	31.26	
3/2024	10	5-218-5121	WORKERS' COMPENSATION	18.75	
3/2024	10	5-221-5121	WORKERS' COMPENSATION	18.75	
3/2024	10	5-241-5121	WORKERS' COMPENSATION	18.75	
3/2024	10	5-311-5121	WORKERS' COMPENSATION	5,099.99	
3/2024	10	5-315-5121	WORKERS' COMPENSATION	550.13	
3/2024	10	5-321-5121	WORKERS' COMPENSATION	62.52	
3/2024	10	5-331-5121	WORKERS' COMPENSATION	12.50	
3/2024	10	5-411-5121	WORKERS' COMPENSATION	6,395.31	
3/2024	10	5-412-5121	WORKERS' COMPENSATION	375.09	
3/2024	10	5-512-5121	WORKERS' COMPENSATION	268.82	
3/2024	10	5-521-5121	WORKERS' COMPENSATION	487.62	
3/2024	10	5-561-5121	WORKERS' COMPENSATION	743.93	
3/2024	10	5-562-5121	WORKERS' COMPENSATION	93.77	14,289.72
GRAND TOTAL ESTIMATE:				0.00	
GRAND TOTAL ACTUAL:				14,289.72	
REPORT TOTAL:				14,289.72	

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VENDOR	INVOICE#	POST DATE/ BANK	PO #	LINES	G/L	ACCOUNT	DESCRIPTION	DISTR/DISC AMOUNT	INVOICE AMOUNT
									VENDOR TOTAL
1 -1022	OKLAHOMA DEPT O								860.00
	LET-013629 02-15	2/29/2024					MNTHLY OLET TER		160.00
	LET-013629 02-15	1623	230071A	1	16	5-321-5254	LET-013629 02-1	160.00	
	LET-013629A 02-15	2/29/2024					MNTHLY OLETS TE		350.00
	LET-013629A 02-15	1623	230084A	1	16	5-321-5254	LET-013629A 02-	350.00	
	LET-013629B 02-15	2/29/2024					MNTHLY OLET JAN		350.00
	LET-013629B 02-15	1623	230073	1	16	5-321-5254	LET-013629B 02-	350.00	
1 -1027	FIRST CHOICE CO								205.68
	133798 02-15	2/29/2024					COFFEE		205.68
	133798 02-15	1023	233226	1	10	5-411-5242	133798 02-15	205.68	
1 -1029	(ATWOODS) JOHN								131.94
	H30280 02-01	2/29/2024					DOG FOOD		131.94
	H30280 02-01	1023	233204	1	10	5-562-5242	H30280 02-01	131.94	
1 -1054	LOCKE SUPPLY CO								303.44
	51757795-00 02-13	2/29/2024					SUPLIES CENTRAL		193.44
	51757795-00 02-13	1023	233156	1	10	5-561-5242	51757795-00 02-	193.44	
	51811362-00 02-20	2/29/2024					SUPLIES FOR DOW		110.00
	51811362-00 02-20	1023	233235	1	10	5-521-5248	51811362-00 02-	110.00	
1 -1101	REASOR'S								342.13
	2522 02-05	2/29/2024					TRAINING ROOM D		342.13
	2522 02-05	1023	233203	1	10	5-311-5242	2522 02-05	342.13	
1 -1204	CERTIFIED LABOR								1,227.94
	8580600 02-16	2/29/2024					SHOP SUPLIES FL		1,227.94
	8580600 02-16	1023	233152	1	10	5-522-5240	8580600 02-16	1,227.94	
1 -1221	RAMBIN PETROLEU								808.94
	99168 02-14-24	2/29/2024					99168 02-14-24		808.94
	99168 02-14-24	1023	233133	1	10	5-411-5238	99168 02-14-24	505.58	
	99168 02-14-24	1023	233133	1	10	5-521-5238	99168 02-14-24	151.68	

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VENDOR	INVOICE#	POST DATE/ BANK	PO #	LINES	G/L	ACCOUNT	DESCRIPTION	DISTR/DISC AMOUNT	INVOICE AMOUNT
									VENDOR TOTAL
1 1221	(CONTINUED)								
	99168 02-14-24	1023	233133	1	10	5-561-5238	99168 02-14-24	151.68	
1 1418	CHARLEY'S SOUTH								75.00
	99592 02-05	2/29/2024					SVC CALL DOOR N		75.00
	99592 02-05	1023	233202	1	10	5-311-5248	99592 02-05	75.00	
1 1450	EMERGENCY MEDIC								67,802.22
	2024-3 3RD QTR SUB	2/29/2024					2024-3 3RD QTR		67,752.22
	2024-3 3RD QTR SUB	1023	230004	1	10	5-411-5250	2024-3 3RD QTR	67,752.22	
	JENKSPD21324 02-13	2/29/2024					CPR AED CRDS MA		50.00
	JENKSPD21324 02-13	1023	233200	1	10	5-311-5125	JENKSPD21324 02	50.00	
1 1457	O'REILLY AUTO P								784.19
	2075-359247 12-12	2/29/2024					WIPER BLADE, BR		138.74-
	2075-359247 12-12	1023	233174	1	10	5-311-5240	2075-359247 12-	138.74-	
	2075-364223 01-25	2/29/2024					CV SHAFT,GAS MA		11.97
	2075-364223 01-25	1023	233175	1	10	5-315-5240	2075-364223 01-	11.97	
	2075-364230 01-25	2/29/2024					STABLZER,TIEROD		21.99
	2075-364230 01-25	1023	233176	1	10	5-311-5240	2075-364230 01-	21.99	
	2075-364672 01-29	2/29/2024					STABLZER,TIEROD		10.18
	2075-364672 01-29	1023	233176	1	10	5-315-5240	2075-364672 01-	10.18	
	2075-364678 01-29	2/29/2024					STABLZER,TIEROD		30.43
	2075-364678 01-29	1023	233176	1	10	5-315-5240	2075-364678 01-	30.43	
	2075-365578 02-05	2/29/2024					STABLZER,TIEROD		122.24
	2075-365578 02-05	1023	233176	1	10	5-315-5240	2075-365578 02-	122.24	
	2075-365694 02-06	2/29/2024					CV SHAFT,GAS MA		116.49
	2075-365694 02-06	1023	233175	1	10	5-315-5240	2075-365694 02-	116.49	
	2075-365857 02-07	2/29/2024					CV SHAFT,GAS MA		35.59-
	2075-365857 02-07	1023	233175	2	10	5-315-5240	2075-365857 02-	35.59-	
	2075-365938 02-08	2/29/2024					CV SHAFT,GAS MA		80.90-
	2075-365938 02-08	1023	233175	1	10	5-315-5240	2075-365938 02-	80.90-	

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VENDOR	INVOICE#	POST DATE/ BANK	PO #	LINES	G/L	ACCOUNT	DESCRIPTION	DISTR/DISC AMOUNT	VENDOR INVOICE AMOUNT TOTAL
1 1457	(CONTINUED)								
	2075-366004 02-08	2/29/2024					WIPER BLADE, BR		340.35
	2075-366004 02-08	1023	233174	1	10	5-311-5240	2075-366004 02-	340.35	
	2075-366047 02-09	2/29/2024					CV SHAFT,GAS MA		119.34
	2075-366047 02-09	1023	233175	1	10	5-315-5240	2075-366047 02-	119.34	
	2075-366418 02-12	2/29/2024					WIPER BLADE, BR		66.48
	2075-366418 02-12	1023	233174	1	10	5-311-5240	2075-366418 02-	66.48	
	2075-366537 02-13	2/29/2024					WIPER BLADE, BR		49.96
	2075-366537 02-13	1023	233174	1	10	5-311-5240	2075-366537 02-	49.96	
	2075-366743 02-14	2/29/2024					BRAKE ROTOR& PA		149.99
	2075-366743 02-14	1023	233177	1	10	5-311-5240	2075-366743 02-	149.99	
1 1542	CINTAS CORPORAT								133.59
	5194721743 01-26	2/29/2024					MED CABINET MAI		56.61
	5194721743 01-26	1023	233179	1	10	5-321-5242	5194721743 01-2	56.61	
	5194721785 01-26	2/29/2024					MED CABINET MAI		76.98
	5194721785 01-26	1023	233179	1	10	5-311-5242	5194721785 01-2	76.98	
1 1558	INTERSTATE BATT								140.95
	30029117 01-16	2/29/2024					BATERIS PD-ANIM		140.95
	30029117 01-16	1023	233201	1	10	5-562-5240	30029117 01-16	140.95	
1 1631	OKLAHOMA STATE								375.00
	0092702 02-12	2/29/2024					FIRE INSPECTOR		375.00
	0092702 02-12	1023	233135	1	10	5-411-5125	0092702 02-12	375.00	
1 1692	SPECIAL-OPS UNI								1,819.49
	813572 02-05	2/29/2024					5 YR LEATHER GE		1,819.49
	813572 02-05	1023	233173	1	10	5-311-5232	813572 02-05	1,819.49	
1 1762	OKLAHOMA POLICE								1,751.75
	0081410 06-17	2/29/2024					UNIFRM& 5 YR LE		495.88
	0081410 06-17	1023	233172	1	10	5-311-5232	0081410 06-17	495.88	

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VENDOR	INVOICE#	POST DATE/ BANK	PO #	LINES	G/L	ACCOUNT	DESCRIPTION	DISTR/DISC AMOUNT	VENDOR INVOICE AMOUNT TOTAL
1 1762	(CONTINUED)								
	0090785 09-07	2/29/2024					UNIFRM& 5 YR LE		1,255.87
	0090785 09-07	1023	233172	1	10	5-315-5232	0090785 09-07	1,255.87	
1 2013	BENEFIT RESOURC								224.65
	18-27034 03-01	2/29/2024					FSA PARTICIPANT		224.65
	18-27034 03-01	1023	230022	1	10	5-216-5252	18-27034 03-01	224.65	
1 2142	ROBERTSON TIRE								1,669.18
	120204087 01-31	2/29/2024					NEW TIRES FOR P		794.59
	120204087 01-31	1023	233180	1	10	5-311-5240	120204087 01-31	794.59	
	120204384 02-08	2/29/2024					NEW TIRES FOR P		699.60
	120204384 02-08	1023	233180	1	10	5-311-5240	120204384 02-08	699.60	
	120204459 02-08	2/29/2024					NEW TIRES FOR P		94.99
	120204459 02-08	1023	233180	1	10	5-315-5240	120204459 02-08	94.99	
	120204935 02-19	2/29/2024					FLAT REPAIR		80.00
	120204935 02-19	1023	233181	1	10	5-311-5240	120204935 02-19	80.00	
1 2198	MCKESSON MEDICA								248.61
	21671655 02-05	2/29/2024					MEDICAL SUPPLIE		248.61
	21671655 02-05	1023	233042	1	10	5-411-5242	21671655 02-05	248.61	
1 2228	ACCURATE FIRE E								79.50
	2-117371 02-09	2/29/2024					EXTINGUISHER SE		79.50
	2-117371 02-09	1023	233185	1	10	5-311-5240	2-117371 02-09	79.50	
1 2414	JENKS FENCE CO								1,669.00
	12366 02-07	2/29/2024					FENCE @LIONS PR		1,669.00
	12366 02-07	4523	232421	1	45	5-561-5392	12366 02-07	1,669.00	
1 2481	BILL KNIGHT FOR								160.00
	7687622-1 12-21	2/29/2024					DIAGNOSTIC UNIT		160.00
	7687622-1 12-21	1023	233183	1	10	5-311-5240	7687622-1 12-21	160.00	
1 2503	ALL MAINTENANCE								330.92

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VENDOR	INVOICE#	POST DATE/ BANK	PO #	LINES	G/L	ACCOUNT	DESCRIPTION	DISTR/DISC AMOUNT	INVOICE AMOUNT
									VENDOR TOTAL
1 2503	(CONTINUED)								
	00132438-01 01-02	2/29/2024					STATION SUPPLIE		201.12
	00132438-01 01-02	1023	233040	1	10	5-411-5242	00132438-01 01-	201.12	
	00133095-01 01-24	2/29/2024					STATION SUPPLIE		129.80
	00133095-01 01-24	1023	233040	1	10	5-411-5242	00133095-01 01-	129.80	
1 2540	MONAGHAN WARRIC								1,586.92
	5867-008 01-31-24	2/29/2024					ELM ST CAR WASH		1,586.92
	5867-008 01-31-24	1023	233019	1	10	5-214-5252	5867-008 01-31-	1,586.92	
1 2667	L3HARRIS TECHNO								1,893.99
	93425186 02-15	2/29/2024					BATRIES,ANTENAS		1,893.99
	93425186 02-15	1023	232643	1	10	5-411-5242	93425186 02-15	1,893.99	
1 2767	APPLIED CONCEPT								352.50
	431951 01-22	2/29/2024					LIDAR REPAIR		352.50
	431951 01-22	1023	233178	1	10	5-311-5248	431951 01-22	352.50	
1 2975	NORTHERN SAFETY								59.20
	906003943 01-31	2/29/2024					ZIPPER RLCMNT D		59.20
	906003943 01-31	1023	233044	1	10	5-411-5232	906003943 01-31	59.20	
1 3186	JH SOLUTIONS								400.00
	2047 02-12	2/29/2024					ELECTRICAL WORK		400.00
	2047 02-12	1023	233053	1	10	5-561-5250	2047 02-12	400.00	
1 3252	UTILITY SUPPLY								464.00
	188196 01-29	2/29/2024					SUPLIES FIRE SU		464.00
	188196 01-29	1023	233031	1	10	5-245-5248	188196 01-29	464.00	
1 3313	AUTOZONE STORES								190.52
	6377397125 01-29	2/29/2024					SPARK PLUGS		93.03
	6377397125 01-29	1023	233184	1	10	5-315-5240	6377397125 01-2	93.03	
	6377404337 02-14	2/29/2024					LIGHT BULB WINS		73.12

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VENDOR	INVOICE#	POST DATE/ BANK	PO #	LINES	G/L	ACCOUNT	DESCRIPTION	DISTR/DISC AMOUNT	VENDOR INVOICE AMOUNT TOTAL
1 3313	(CONTINUED)								
	6377404337 02-14	1023	233136	1	10	5-411-5240	6377404337 02-1	73.12	
	6377404990 02-16	2/29/2024					HEADLIGHT BLB&C		24.37
	6377404990 02-16	1023	233137	1	10	5-411-5240	6377404990 02-1	24.37	
1 3330	AT YOUR SERVICE								190.43
	271260 02-07	2/29/2024					PRTA POTY RENT		190.43
	271260 02-07	1023	233032	1	10	5-245-5242	271260 02-07	190.43	
1 3396	MACY BRANDON								18.19
	02-15-24 NOLA'S	2/29/2024					TULSA AREA CLER		18.19
	02-15-24 NOLA'S	1023	233132	1	10	5-212-5230	02-15-24 NOLA'S	18.19	
1 3397	CONWAY								1,000.00
	DEDUCTIBLE REIMBUR	2/29/2024					DEDUCTIBLE REIM		1,000.00
	DEDUCTIBLE REIMBUR	6123	233223	1	61	5-801-5250	DEDUCTIBLE REIM	1,000.00	
1 3444	4IMPRINT								458.53
	12180146 02-14	2/29/2024					LAPEL STICKER R		458.53
	12180146 02-14	1023	231580	1	10	5-411-5242	12180146 02-14	458.53	
1 3445	PROACTIVE LANDS								2,748.75
	900680 12-13	2/29/2024					CHRSMAS LGHT IN		2,748.75
	900680 12-13	1023	233225	1	10	5-411-5252	900680 12-13	2,748.75	
1 3740	CFS INSPECTIONS								2,630.00
	2024KS0028 02-06	2/29/2024					ANNUAL LADDER T		2,630.00
	2024KS0028 02-06	1023	233043	1	10	5-411-5252	2024KS0028 02-0	2,630.00	
1 3762	OKLAHOMA FIREFI								960.00
	2024 VOLUNTEER FF	2/29/2024					2024 VOLUNTEER		720.00
	2024 VOLUNTEER FF	1023	233227	1	10	5-412-5270	2024 VOLUNTEER	720.00	
	NEW VOLUNTEER FF A	2/29/2024					NEW VOLUNTEER F		240.00
	NEW VOLUNTEER FF A	1023	233228	1	10	5-412-5270	NEW VOLUNTEER F	240.00	
1 3763	CRAWFORD & ASSO								3,090.00

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								Page 62 of 242	
VENDOR	INVOICE#	POST DATE/ BANK	PO #	LINES	G/L	ACCOUNT	DESCRIPTION	DISTR/DISC AMOUNT	INVOICE AMOUNT
									VENDOR TOTAL
1 3763	(CONTINUED)								
	18092 02-15	2/29/2024					FY23 PREP ANNL		3,090.00
	18092 02-15	1023	233259	1	10	5-213-5250	18092 02-15	3,090.00	
1 3904	LIGHTEM UP EMER								150.00
	JPD28 02-08	2/29/2024					DIAGNOSTIC ON U		150.00
	JPD28 02-08	1023	233182	1	10	5-311-5240	JPD28 02-08	150.00	
1 3962	TLS GROUP, INC.								4,508.62
	850 01-31	2/29/2024					TRAFFIC SIGNL LG		4,508.62
	850 01-31	1023	233154	1	10	5-521-5250	850 01-31	4,508.62	
1 3993	ULINE, INC.								1,961.07
	173860078 01-31	2/29/2024					SUPLIES SIGN SH		1,565.14
	173860078 01-31	1023	233033	1	10	5-521-5242	173860078 01-31	1,565.14	
	173939860 02-02	2/29/2024					SUPPLIES FOR SI		114.10
	173939860 02-02	1023	233153	1	10	5-521-5242	173939860 02-02	114.10	
	174076555 02-06	2/29/2024					SUPPLIES FOR SI		281.83
	174076555 02-06	1023	233153	1	10	5-521-5242	174076555 02-06	281.83	
1 4107	G FORCE BRAND S								804.50
	10069 02-12	2/29/2024					NEW JENKS CHAMB		495.00
	10069 02-12	1023	233155	1	10	5-521-5248	10069 02-12	495.00	
	10070 02-12	2/29/2024					NEW JENKS CHAMB		309.50
	10070 02-12	1023	233155	1	10	5-521-5248	10070 02-12	309.50	
1 4119	ACE HARDWARE, I								19.99
	18100087 02-11	2/29/2024					REPLMENT BROOM		19.99
	18100087 02-11	1023	233045	1	10	5-411-5242	18100087 02-11	19.99	
1 4132	NRS								2,478.15
	1520609 02-06	2/29/2024					ORDER SWIFTWATE		2,478.15
	1520609 02-06	1023	232983	1	10	5-411-5232	1520609 02-06	2,478.15	
1 4133	BLADES GROUP LL								1,240.00

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VENDOR		INVOICE#	POST DATE/ BANK	PO #	LINES	G/L ACCOUNT	DESCRIPTION	DISTR/DISC AMOUNT	INVOICE AMOUNT	VENDOR TOTAL		
1	4133	(CONTINUED)										
		18044031 02-9	2/29/2024				ASPHALT STREET		1,240.00			
		18044031 02-9	1023	232987	1	10 5-521-5248	18044031 02-9	1,240.00				
1	4135	DAVIS, WILL										90.50
		01-12-24 O'REILLY'	2/29/2024				WIPER BLADES PA		90.50			
		01-12-24 O'REILLY'	1023	233199	1	10 5-311-5240	01-12-24 O'REIL	90.50				

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PO#	VENDOR	===== NAME =====	STAT	ORDERED	PREVIOUSLY RECEIVED/ VOIDED	CURRENTLY RECEIVED/ VOIDED	ADJUSTMENT/ VARIANCE	OUTSTANDING	TOTAL
230004	1 -1450	EMERGENCY MEDICAL SERVICE AU	P	271,009.00	135,504.44 0.00	67,752.22 0.00		67,752.34	271,009.00
230022	1 -2013	BENEFIT RESOURCES INC	P	3,240.00	1,943.14 0.00	224.65 0.00		1,072.21	3,240.00
230071A	1 -1022	OKLAHOMA DEPT OF PUBLIC SAFE	P	1,260.00	0.00 0.00	160.00 0.00		1,100.00	1,260.00
230073	1 -1022	OKLAHOMA DEPT OF PUBLIC SAFE	P	2,250.00	0.00 0.00	350.00 0.00		1,900.00	2,250.00
230084A	1 -1022	OKLAHOMA DEPT OF PUBLIC SAFE	P	2,250.00	0.00 0.00	350.00 0.00		1,900.00	2,250.00
231580	1 -3444	4IMPRINT	R	431.37	0.00 0.00	458.53 0.00	27.16		458.53
232421	1 -2414	ACCOLADE FENCE LLC	R	1,669.00	0.00 0.00	1,669.00 0.00			1,669.00
232643	1 -2667	HARRIS CORPORATION PSPC	R	1,872.47	0.00 0.00	1,893.99 0.00	21.52		1,893.99
232983	1 -4132	NORTHWEST RIVER SUPPLIES, IN	R	2,456.50	0.00 0.00	2,478.15 0.00	21.65		2,478.15
232987	1 -4133	BLADES GROUP LLC	R	1,240.00	0.00 0.00	1,240.00 0.00			1,240.00
233019	1 -2540	WARRICK LAW GROUP PC	R	1,586.92	0.00 0.00	1,586.92 0.00			1,586.92
233031	1 -3252	UTILITY SUPPLY COMPANY	R	464.00	0.00 0.00	464.00 0.00			464.00
233032	1 -3330	AT YOUR SERVICE RENTALS	R	190.43	0.00 0.00	190.43 0.00			190.43
233033	1 -3993	ULINE, INC.	R	1,565.14	0.00 0.00	1,565.14 0.00			1,565.14
233040	1 -2503	ALL MAINTENANCE SUPPLY INC	R	330.92	0.00 0.00	330.92 0.00			330.92
233042	1 -2198	MCKESSON MEDICAL-SURGICAL LL	R	248.61	0.00 0.00	248.61 0.00			248.61
233043	1 -3740	CONSOLIDATED FLEET SERVICES	R	2,630.00	0.00 0.00	2,630.00 0.00			2,630.00

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PO#	VENDOR	===== NAME =====	STAT	ORDERED	PREVIOUSLY	CURRENTLY	ADJUSTMENT/ VARIANCE	OUTSTANDING	TOTAL
					RECEIVED/ VOIDED	RECEIVED/ VOIDED			
233044	1 -2975	NORTHERN SAFETY CO INC	R	59.20	0.00 0.00	59.20 0.00			59.20
233045	1 -4119	WESTLAKE HARDWARE, INC	R	19.99	0.00 0.00	19.99 0.00			19.99
233053	1 -3186	JEFFERY SCOTT HEAD	R	400.00	0.00 0.00	400.00 0.00			400.00
233132	1 -3396	BRANDON MACY	R	18.19	0.00 0.00	18.19 0.00			18.19
233133	1 -1221	RAMBIN PETROLEUM INC	R	808.94	0.00 0.00	808.94 0.00			808.94
233135	1 -1631	OKLAHOMA STATE UNIVERSITY	R	375.00	0.00 0.00	375.00 0.00			375.00
233136	1 -3313	AUTOZONE STORES LLC	R	73.12	0.00 0.00	73.12 0.00			73.12
233137	1 -3313	AUTOZONE STORES LLC	R	24.37	0.00 0.00	24.37 0.00			24.37
233152	1 -1204	CERTIFIED LABORATORIES	R	1,227.94	0.00 0.00	1,227.94 0.00			1,227.94
233153	1 -3993	ULINE, INC.	R	395.93	0.00 0.00	395.93 0.00			395.93
233154	1 -3962	TLS GROUP, INC. (FORMERLY SI R		4,508.62	0.00 0.00	4,508.62 0.00			4,508.62
233155	1 -4107	G FORCE BRAND SOLUTIONS, LLC R		804.50	0.00 0.00	804.50 0.00			804.50
233156	1 -1054	LOCKE SUPPLY CO.	R	193.44	0.00 0.00	193.44 0.00			193.44
233172	1 -1762	OKLAHOMA POLICE SUPPLY LLC	R	1,751.75	0.00 0.00	1,751.75 0.00			1,751.75
233173	1 -1692	SPECIAL-OPS UNIFORMS INC	R	1,819.49	0.00 0.00	1,819.49 0.00			1,819.49
233174	1 -1457	O'REILLY AUTO PARTS	R	318.05	0.00 0.00	318.05 0.00			318.05
233175	1 -1457	O'REILLY AUTO PARTS	R	131.31	0.00 0.00	131.31 0.00			131.31

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PO#	VENDOR	===== NAME =====	STAT	ORDERED	PREVIOUSLY	CURRENTLY	ADJUSTMENT/ VARIANCE	OUTSTANDING	TOTAL
					RECEIVED/ VOIDED	RECEIVED/ VOIDED			
233176	1 -1457	O'REILLY AUTO PARTS	R	184.84	0.00	184.84			184.84
					0.00	0.00			
233177	1 -1457	O'REILLY AUTO PARTS	R	149.99	0.00	149.99			149.99
					0.00	0.00			
233178	1 -2767	APPLIED CONCEPTS INC	R	352.50	0.00	352.50			352.50
					0.00	0.00			
233179	1 -1542	CINTAS CORPORATION	R	133.59	0.00	133.59			133.59
					0.00	0.00			
233180	1 -2142	ROBERTSON TIRE CO INC	R	1,589.18	0.00	1,589.18			1,589.18
					0.00	0.00			
233181	1 -2142	ROBERTSON TIRE CO INC	R	80.00	0.00	80.00			80.00
					0.00	0.00			
233182	1 -3904	RICHARD MITCHELL	R	150.00	0.00	150.00			150.00
					0.00	0.00			
233183	1 -2481	UNITED FORD SOUTH, LLC	R	160.00	0.00	160.00			160.00
					0.00	0.00			
233184	1 -3313	AUTOZONE STORES LLC	R	93.03	0.00	93.03			93.03
					0.00	0.00			
233185	1 -2228	ACCURATE FIRE EQUIPMENT CO.	R	79.50	0.00	79.50			79.50
					0.00	0.00			
233199	1 -4135	WILLIAM M DAVIS	R	90.50	0.00	90.50			90.50
					0.00	0.00			
233200	1 -1450	EMERGENCY MEDICAL SERVICE AU	R	50.00	0.00	50.00			50.00
					0.00	0.00			
233201	1 -1558	COOPER N JILL INC	R	140.95	0.00	140.95			140.95
					0.00	0.00			
233202	1 -1418	CHARLEY'S SOUTHSIDE LOCK & S	R	75.00	0.00	75.00			75.00
					0.00	0.00			
233203	1 -1101	BROOKSHIRE GROCERY COMPANY	R	342.13	0.00	342.13			342.13
					0.00	0.00			
233204	1 -1029	JOHN DEERE FINANCIAL	R	131.94	0.00	131.94			131.94
					0.00	0.00			
233223	1 -3397	PAM CONWAY	R	1,000.00	0.00	1,000.00			1,000.00
					0.00	0.00			

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2/29/2024 1:42 PM		P U R C H A S E O R D E R R E C E I P T R E G I S T E R						PAGE: 12	
SEQUENCE: VENDOR NUMBER		PO RECAP						SUMMARY REPORT	
2024.03.12 Jenks City Council Agenda						Page 67 of 242			
						PREVIOUSLY	CURRENTLY		
						RECEIVED/	RECEIVED/	ADJUSTMENT/	
PO#	VENDOR	=====	NAME =====	STAT	ORDERED	VOIDED	VOIDED	VARIANCE	OUTSTANDING TOTAL
233225	1 -3445		PROACTIVE LANDSCAPING INC	R	2,748.75	0.00	2,748.75		2,748.75
						0.00	0.00		
233226	1 -1027		DAIOHS FIRST CHOICE	R	205.68	0.00	205.68		205.68
						0.00	0.00		
233227	1 -3762		OKLAHOMA FIREFIGHTERS PENSIO	R	720.00	0.00	720.00		720.00
						0.00	0.00		
233228	1 -3762		OKLAHOMA FIREFIGHTERS PENSIO	R	240.00	0.00	240.00		240.00
						0.00	0.00		
233235	1 -1054		LOCKE SUPPLY CO.	R	110.00	0.00	110.00		110.00
						0.00	0.00		
233259	1 -3763		CRAWFORD & ASSOCIATES PC	R	3,090.00	0.00	3,090.00		3,090.00
						0.00	0.00		
=====									
			**** TOTALS ****		319,541.78	137,447.58	108,439.98	0.00	73,724.55 319,612.11
						0.00	0.00	70.33	

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						PREVIOUSLY		CURRENTLY			
		REL.				RECEIVED/		RECEIVED/		ADJUSTMENT/	
PO#	VENDOR	=====	NAME =====	STAT	FLAG	ORDERED	VOIDED	VOIDED	VOIDED	VARIANCE	OUTSTANDING TOTAL

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-----RECEIVED AND RELEASED-----

INVOICE COUNT: 74
TOTAL AMOUNT RECEIVED: 108,439.98
TOTAL AMOUNT VOIDED: 0.00
TOTAL AMOUNT PREPAID: 0.00
TOTAL DISCOUNT: 0.00
TOTAL AMOUNT TO PAY: 108,439.98

-----RECEIVED AND NOT RELEASED-----

TOTAL AMOUNT RECEIVED: 0.00
TOTAL AMOUNT VOIDED: 0.00

*** BANK TOTALS ***

BANK	===== NAME =====	TOTAL RECEIVED	TOTAL PREPAID	TOTAL DISCOUNT	TOTAL TO PAY
1023	GENERAL FUND	104,910.98	0.00	0.00	104,910.98
1623	E-911	860.00	0.00	0.00	860.00
4523	PARK & RECREATION FUND	1,669.00	0.00	0.00	1,669.00
6123	RISK MGT/REIMB FUND	1,000.00	0.00	0.00	1,000.00
		108,439.98	0.00	0.00	108,439.98

GENERAL LEDGER ACCOUNT TOTALS

PERIOD	G/L	ACCOUNT	===== NAME =====	ENCUMBRANCE	ACTUAL	=====LINE ITEM=====	=====GROUP BUDGET=====	
				REMOVED	AMOUNT	ANNUAL BUDGET	BUDGET OVER AVAIL. BUDG	ANNUAL BUDGET OVER AVAIL. BUDG
2/2024	10	5-212-5230	BUSINESS	18.19	18.19			
			** DEPT 212 TOTAL **	18.19	18.19			
2/2024	10	5-213-5250	CONTRACTUAL SERVICES	3,090.00	3,090.00			
			** DEPT 213 TOTAL **	3,090.00	3,090.00			
2/2024	10	5-214-5252	PROFESSIONAL SERVICES	1,586.92	1,586.92	15,000	287,845- Y	
			** DEPT 214 TOTAL **	1,586.92	1,586.92			
2/2024	10	5-216-5252	PROFESSIONAL SERVICES	224.65	224.65			
			** DEPT 216 TOTAL **	224.65	224.65			
2/2024	10	5-245-5242	MATERIALS & SUPPLIES	190.43	190.43			
2/2024	10	5-245-5248	REPAIR & MAINTENANCE	464.00	464.00	1,500	69,231- Y	
			** DEPT 245 TOTAL **	654.43	654.43			
2/2024	10	5-311-5125	TRAINING & SCHOOLS	50.00	50.00			
2/2024	10	5-311-5232	CLOTHING AND UNIFORMS	2,315.37	2,315.37			
2/2024	10	5-311-5240	VEHICLE PARTS/REPAIRS	2,544.22	2,544.22			
2/2024	10	5-311-5242	MATERIALS AND SUPPLIES	419.11	419.11			
2/2024	10	5-311-5248	REPAIR AND MAINTENANCE	427.50	427.50			
			** DEPT 311 TOTAL **	5,756.20	5,756.20			
2/2024	10	5-315-5232	CLOTHING ALLOWANCE	1,255.87	1,255.87			
2/2024	10	5-315-5240	VEHICLE PARTS/REPAIRS	482.18	482.18			
			** DEPT 315 TOTAL **	1,738.05	1,738.05			
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2/2024	10	5-321-5242	MATERIALS AND SUPPLIES	56.61	56.61			
			** DEPT 321 TOTAL **	56.61	56.61			

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GENERAL LEDGER ACCOUNT TOTALS

PERIOD	G/L	ACCOUNT	===== NAME =====	ENCUMBRANCE REMOVED	ACTUAL AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
						ANNUAL BUDGET	BUDGET AVAIL.	OVER BUDG	ANNUAL BUDGET	BUDGET AVAIL.	OVER BUDG
2/2024	10	5-411-5125	TRAINING & SCHOOLS	375.00	375.00						
2/2024	10	5-411-5232	CLOTHING AND UNIFORMS	2,515.70	2,537.35	46,500	13,074-	Y			
2/2024	10	5-411-5238	VEHICLE FUEL	505.58	505.58						
2/2024	10	5-411-5240	VEHICLE PARTS/REPAIRS	97.49	97.49	51,500	3,550-	Y			
2/2024	10	5-411-5242	MATERIALS AND SUPPLIES	3,109.04	3,157.72						
2/2024	10	5-411-5250	CONTRACTUAL SERVICES	67,752.22	67,752.22	258,000	18,409-	Y			
2/2024	10	5-411-5252	PROFESSIONAL SERVICES	5,378.75	5,378.75						
		** DEPT 411	TOTAL **	79,733.78	79,804.11						
2/2024	10	5-412-5270	VOLUNTEER EXPENSE	960.00	960.00						
		** DEPT 412	TOTAL **	960.00	960.00						
2/2024	10	5-521-5238	VEHICLE FUEL	151.68	151.68						
2/2024	10	5-521-5242	MATERIALS AND SUPPLIES	1,961.07	1,961.07						
2/2024	10	5-521-5248	REPAIR AND MAINTENANCE	2,154.50	2,154.50						
2/2024	10	5-521-5250	CONTRACTUAL SERVICES	4,508.62	4,508.62						
		** DEPT 521	TOTAL **	8,775.87	8,775.87						
2/2024	10	5-522-5240	VEHICLE PARTS/REPAIRS	1,227.94	1,227.94						
		** DEPT 522	TOTAL **	1,227.94	1,227.94						
2/2024	10	5-561-5238	VEHICLE FUEL	151.68	151.68						
2/2024	10	5-561-5242	MATERIALS AND SUPPLIES	193.44	193.44						
2/2024	10	5-561-5250	CONTRACTUAL SERVICES	400.00	400.00						
		** DEPT 561	TOTAL **	745.12	745.12						
2/2024	10	5-562-5240	VEHICLE PARTS/REPAIRS	140.95	140.95						
2/2024	10	5-562-5242	MATERIALS AND SUPPLIES	131.94	131.94						
		** DEPT 562	TOTAL **	272.89	272.89						
		** FUND TOTAL	**	104,840.65	104,910.98						
2/2024	16	5-321-5254	SUBSCRIPTIONS	860.00	860.00						
		** DEPT 321	TOTAL **	860.00	860.00						
		** FUND TOTAL	**	860.00	860.00						
2/2024	45	5-561-5392	BUILDING AND IMPROVEMEN	1,669.00	1,669.00						
		** DEPT 561	TOTAL **	1,669.00	1,669.00						
		** FUND TOTAL	**	1,669.00	1,669.00						
2/2024	61	5-801-5250	CONTRACTUAL SERVICES	1,000.00	1,000.00						
		** DEPT 801	TOTAL **	1,000.00	1,000.00						
		** FUND TOTAL	**	1,000.00	1,000.00						
		Paid Unapproved		108,369.65	108,439.98						

Financial Summary

ACCOUNT NUMBER	FLEET NAME
2960-00-656689-7	CITY OF JENKS 29

DEPARTMENT	DESCRIPTION	UNITS	COST OR FEE	TOTAL FEES	FUEL \$	OTHER \$	EXEMPTED TAX	NET \$	TOTAL FEES & PURCHASES
215	Unleaded Regular	128.05	2.708	0.00	347.11	0.00	-47.77	299.34	
	PERIOD			0.00	347.11	0.00	-47.77	299.34	299.34
	YTD			0.00	466.78	0.00	-64.51	402.27	402.27
252	Unleaded Regular	30.28	2.664	0.00	80.61	0.00	-11.30	69.31	
	PERIOD			0.00	80.61	0.00	-11.30	69.31	69.31
	YTD			0.00	120.61	0.00	-16.91	103.70	103.70
311	Unleaded Regular	2437.73	2.692	0.00	6559.33	0.00	-909.25	5650.08	
	PERIOD			0.00	6559.33	0.00	-909.25	5650.08	5650.08
	YTD			0.00	12770.99	0.00	-1811.08	10959.91	10959.91
411	Regular Diesel #2	493.68	3.518	0.00	1733.84	0.00	-213.73	1520.11	
	Unleaded Regular	268.70	2.690	0.00	726.37	0.00	-100.20	626.17	
	PERIOD			0.00	2460.21	0.00	-313.93	2146.28	2146.28
	YTD			0.00	4708.03	0.00	-614.65	4093.38	4093.38
511	Unleaded Plus	67.97	2.869	0.00	195.55	0.00	-25.34	170.21	
	Unleaded Regular	55.91	2.699	0.00	151.06	0.00	-20.85	130.21	
	PERIOD			0.00	346.61	0.00	-46.19	300.42	300.42
	YTD			0.00	636.64	0.00	-86.21	550.43	550.43
512	Unleaded Regular	64.62	2.739	0.00	177.37	0.00	-24.10	153.27	
	PERIOD			0.00	177.37	0.00	-24.10	153.27	153.27
	YTD			0.00	293.37	0.00	-41.28	252.09	252.09
521	Regular Diesel #2	104.37	3.484	0.00	357.50	0.00	-45.19	312.31	
	Unleaded Plus	72.65	2.876	0.00	209.34	0.00	-27.09	182.25	
	Unleaded Regular	27.72	2.739	0.00	75.91	0.00	-10.34	65.57	
	Unleaded Super	85.43	3.127	0.00	266.63	0.00	-31.87	234.76	
	PERIOD			0.00	909.38	0.00	-114.49	794.89	794.89
	YTD			0.00	2183.46	0.00	-282.87	1900.59	1900.59
522	Unleaded Plus	30.69	3.034	0.00	93.16	0.00	-11.45	81.71	
	Unleaded Regular	31.55	2.759	0.00	87.09	0.00	-11.77	75.32	
	Unleaded Super	17.51	3.199	0.00	56.00	0.00	-6.53	49.47	
	PERIOD			0.00	236.25	0.00	-29.75	206.50	206.50
	YTD			0.00	944.96	0.00	-131.93	813.03	813.03
523				0.00	0.00	0.00	0.00	0.00	0.00
	PERIOD			0.00	0.00	0.00	0.00	0.00	0.00
	YTD			0.00	50.10	0.00	-6.59	43.51	43.51
531	Unleaded Plus	48.37	2.892	0.00	139.92	0.00	-18.04	121.88	
	Unleaded Regular	199.66	2.737	0.00	546.36	0.00	-74.47	471.89	
	Unleaded Super	72.36	3.109	0.00	225.03	0.00	-26.99	198.04	
	PERIOD			0.00	911.31	0.00	-119.50	791.81	791.81
	YTD			0.00	1885.23	0.00	-249.03	1636.20	1636.20

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DEPARTMENT	DESCRIPTION	UNITS	COST OR FEE	TOTAL FEES	FUEL \$	OTHER \$	EXEMPTED TAX	NET \$	TOTAL FEES & PURCHASES
533	Unleaded Plus	70.93	2.877	0.00	204.09	0.00	-26.45	177.64	
	Unleaded Regular	255.31	2.686	0.00	684.44	0.00	-95.23	589.21	
	Unleaded Super	43.98	3.019	0.00	132.78	0.00	-16.41	116.37	
	PERIOD YTD			0.00	1021.31	0.00	-138.09	883.22	883.22
				0.00	1953.22	0.00	-269.76	1683.46	1683.46
561	Unleaded Plus	42.23	2.929	0.00	124.72	0.00	-15.75	108.97	
	Unleaded Regular	27.02	2.839	0.00	76.71	0.00	-10.07	66.64	
	Unleaded Super	34.48	3.039	0.00	104.79	0.00	-12.86	91.93	
	PERIOD YTD			0.00	306.22	0.00	-38.68	267.54	267.54
				0.00	576.32	0.00	-74.79	501.53	501.53
562	Unleaded Regular	89.49	2.681	0.00	239.20	0.00	-33.38	205.82	
	PERIOD YTD			0.00	239.20	0.00	-33.38	205.82	205.82
				0.00	491.85	0.00	-70.40	421.45	421.45
911	PERIOD YTD			0.00	0.00	0.00	0.00	0.00	0.00
				0.00	20.54	0.00	-2.61	17.93	17.93
919	Unleaded Regular	15.57	2.639	0.00	41.10	0.00	-5.81	35.29	
	PERIOD YTD			0.00	41.10	0.00	-5.81	35.29	35.29
				0.00	164.35	0.00	-22.67	141.68	141.68
Unassigned	Rebate	4816.12	0.020	-96.32	0.00	0.00	0.00	0.00	
	PERIOD YTD			-96.32	0.00	0.00	0.00	0.00	-96.32
				0.00	0.00	0.00	0.00	0.00	0.00
ACCOUNT TOTALS	Regular Diesel #2	598.05	7.002	0.00	2091.34	0.00	-258.92	1832.42	
	Unleaded Plus	332.84	17.477	0.00	966.78	0.00	-124.12	842.66	
	Unleaded Regular	3631.61	35.272	0.00	9792.66	0.00	-1354.54	8438.12	
	Unleaded Super	253.76	15.492	0.00	785.23	0.00	-94.66	690.57	
	Rebate	4816.12	0.020	-96.32	0.00	0.00	0.00	0.00	
	PERIOD YTD			-96.32	13636.01	0.00	-1832.24	11803.77	11707.45
				0.00	27266.45	0.00	-3745.29	23521.16	23521.16
ACCOUNTS RECEIVABLE SUMMARY - Invoice 95222250									
PREVIOUS BALANCE		11567.27							
PAYMENTS		-11567.27							
PURCHASES		11803.77							
DEBITS		0.00							
CREDITS		0.00							
QuikTrip Rebate		-96.32							
ANCILLARIES		0.00							
AMOUNT DUE		11707.45							

ACCOUNT NUMBER	FLEET NAME
2960-00-656689-7	CITY OF JENKS 29

[illegible]

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
01/21/2024	16:45:14	****01761	311 23 7425	22.117	UNL	Quiktrip 0106	91 W 141st St	Glenpool	OK	74033	5750	5925	Jackson	311	311
01/21/2024	22:56:15	****00811	311 17 2923	9.672	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	96418		millier	311	311
01/22/2024	03:47:20	****01471	411 603 COMMAND 3	7.386	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	34954		MCCAWLEY	411	411
01/22/2024	06:04:40	****01331	311 18 9939	12.142	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	80684	69883	SEMKE	311	311
01/22/2024	07:00:40	****01311	311 18 3659	7.278	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	84376		PIERCE	311	311
01/22/2024	12:13:33	****01302	311 18 9938	9.019	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	82433		SANCHEZ	311	311
01/22/2024	13:56:08	****01741	311 23 7347	16.564	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	3607	3444	Shouse	311	311
01/22/2024	17:33:31	****01421	411 TRUCK 1	11.859	DSL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	20823		LAMBODIN	411	411
01/22/2024	20:04:31	****01631	311 21 3044	15.049	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	34386		Galloway	311	311
01/22/2024	21:11:25	****00801	311 15 3007	9.308	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	75327		golliday	311	311
01/22/2024	21:30:34	****01261	311 18 4849	9.683	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	86614		KNOWLTON	311	311
01/22/2024	22:04:25	****01291	311 18 3658	4.548	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	70662		Hash	311	311
01/22/2024	23:10:00	****01541	311 20 4199	7.58	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	61422		LUTTRELL	311	311
01/23/2024	03:40:21	****01471	411 603 COMMAND 3	6.85	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	35015		SMITH	411	411
01/23/2024	05:56:48	****01641	311 21 3180	15.214	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	12892		MARKHAM	311	311
01/23/2024	07:32:25	****01611	561 637 07 FORD	9.173	UN+	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	126166		LEWIS	521	561
01/23/2024	08:00:51	****01311	311 18 3659	7.861	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	84485		PIERCE	311	311
01/23/2024	10:23:12	****01281	311 18 0441	11.339	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	39214		SCOTTD	311	311
01/23/2024	12:18:37	****01451	411 ENGINE 2	16.598	DSL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	46812		CROWDER	411	411
01/23/2024	12:22:36	****00901	311 17 4536	13.844	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	54701	54633	Mcnulty	311	311
01/23/2024	12:40:19	****00281	311 14 0892	11.047	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	2342	92320	zumwalt	315	311
01/23/2024	16:34:14	****01781	411 602 COMMAND 2	10.613	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	4020		ZICKEFOOSE	411	411
01/23/2024	17:04:22	****00051	311 17 4535	12.509	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	69287	69333	DAVIS	311	311
01/23/2024	21:41:55	****01321	311 18 3660	8.79	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	88615		simmons	311	311
01/23/2024	21:47:11	****01541	311 20 4199	5.305	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	61501		LUTTRELL	311	311
01/24/2024	00:28:18	****01291	311 18 3658	7.02	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	70716		Hash	311	311
01/24/2024	08:19:11	****00111	311 13 9781	16.095	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	126221		CHANDLEE	311	311
01/24/2024	09:16:59	****01351	311 18 3661	11.5	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	68335		NUNNELEE	315	311
01/24/2024	11:18:15	****00351	311 13 4107	8.335	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	103437		parker	315	311
01/24/2024	11:19:51	****00771	561 649 04 FORD	34.482	SUP	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	146959	147100	ARNOVE	533	561
01/24/2024	13:14:35	****01751	311 23 7303	17.436	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	9900		simpson-brow	311	311
01/24/2024	13:35:34	****01421	411 TRUCK 1	14.268	DSL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	20885		SCHULTZE	411	411
01/24/2024	14:18:32	****01331	311 18 9939	11.83	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	69978		SEMKE	311	311
01/24/2024	19:09:38	****00801	311 15 3007	12.14	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	75499		golliday	311	311
01/24/2024	19:54:27	****01501	311 20 4189	10.912	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	39742		Goode	311	311
01/24/2024	20:50:44	****01462	411 ENGINE 1	12.157	DSL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	44227		SCHULTZE	411	411
01/25/2024	02:07:15	****00741	311 10 4050	10.709	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	64968	94108	golliday	311	311
01/25/2024	07:21:44	****01271	311 18 4850	9.447	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	51241		ARNOLD	311	311
01/25/2024	10:57:01	****00111	311 13 9781	10.118	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	126400		CHANDLEE	311	311
01/25/2024	12:11:51	****00841	311 14 0891	6.669	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	85589		SANCHEZ	315	311
01/25/2024	14:11:15	****01302	311 18 9938	10.611	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	82570		SANCHEZ	311	311
01/25/2024	14:48:13	****01471	411 603 COMMAND 3	7.268	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	35088		flora	411	411
01/25/2024	15:03:53	****01451	411 ENGINE 2	11.776	DSL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	46879		SMITH	411	411
01/25/2024	20:51:06	****01341	311 18 9940	6.132	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	58624		Crow	311	311
01/25/2024	22:05:20	****01261	311 18 4849	9.979	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	86756		KNOWLTON	311	311
01/26/2024	00:39:22	****00811	311 17 2923	9.75	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	96521		millier	311	311
01/26/2024	03:08:47	****01531	311 20 4197	13.566	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	35245		Solomon	311	311
01/26/2024	04:29:28	****01321	311 18 3660	11.082	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	88750		simmons	311	311
01/26/2024	07:03:33	****00532	311 16 8369	11.017	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	112795		COLE	311	311
01/26/2024	09:44:09	****01311	311 18 3659	8.99	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	84602		PIERCE	311	311
01/26/2024	12:54:35	****00051	311 17 4535	7.79	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	69418		RACHAL	315	311
01/26/2024	12:55:06	****01231	562 651 10 FORD	24.63	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	104070	104193	reid	562	562
01/26/2024	13:59:35	****00291	311 16 6483	12.675	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	95222		DAVIS	311	311
01/26/2024	21:27:12	****01341	311 18 9940	5.11	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	58666		Crow	311	311
01/26/2024	21:39:11	****01541	311 20 4199	9.463	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	61662		LUTTRELL	311	311
01/26/2024	21:59:23	****01261	311 18 4849	8.255	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	86869		KNOWLTON	311	311
01/26/2024	22:41:09	****00051	311 17 4535	4.854	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	69464		TURNER	315	311
01/27/2024	05:58:30	****01302	311 18 9938	11.972	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	82748	82696	SANCHEZ	311	311
01/27/2024	13:05:48	****01451	411 ENGINE 2	15.711	DSL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	46951		KRIMBILL	411	411
01/27/2024	21:22:40	****01261	311 18 4849	9.426	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	86991		KNOWLTON	311	311
01/27/2024	21:50:23	****01541	311 20 4199	8.499	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	61781		LUTTRELL	311	311
01/27/2024	22:08:58	****01631	311 21 3044	14.979	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	34520		Galloway	311	311
01/27/2024	22:39:13	****01291	311 18 3658	7.769	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	70799		Hash	311	311
01/27/2024	23:20:59	****01501	311 20 4189	13.566	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	39904		Goode	311	311
01/28/2024	00:54:27	****00811	311 17 2923	7.79	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	96611		millier	311	311
01/28/2024	07:29:03	****01302	311 18 9938	10.048	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	82851		SANCHEZ	311	311
01/28/2024	07:58:31	****01311	311 18 3659	8.538	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	84703		PIERCE	311	311

01/28/2024 10:13:42	****01462	411 ENGINE 1	20.551	DSL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	44321	LAMB DIN	411	411
01/28/2024 12:14:41	****00532	311 16 8369	12.638	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	112912	COLE	311	311
01/28/2024 13:57:52	****01341	311 18 9940	4.932	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	58712	Crow	311	311
01/28/2024 20:37:38	****00801	311 15 3007	11.732	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	75638	gollday	311	311
01/28/2024 21:49:11	****01261	311 18 4849	8.416	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	87050	KNOWLTON	311	311
01/28/2024 21:49:28	****01541	311 20 4199	8.153	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	61908	LUTTRELL	311	311
01/29/2024 01:11:22	****00131	311 14 0890	7.393	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	99096	millier	311	311
01/29/2024 03:21:27	****01291	311 18 3658	6.549	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	70845	Hash	311	311
01/29/2024 05:23:54	****00281	311 14 0892	8.8	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	92462	zumwalt	315	311
01/29/2024 05:48:40	****00501	311 11 1550	18.435	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	92774	Bowdle	311	311
01/29/2024 06:03:52	****01331	311 18 9939	12.461	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	70109	70222 SEMKE	311	311
01/29/2024 07:30:11	****01611	561 637 07 FORD	14.045	UN+	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	126276	LEWIS	521	561
01/29/2024 08:33:09	****01771	411 601 COMMAND 1	21.675	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	11948	OSTRUM	411	411
01/29/2024 13:52:56	****01451	411 ENGINE 2	15.003	DSL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	47020	Hill	411	411
01/29/2024 13:59:53	****00291	311 16 6483	12.441	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	95357	DAVIS	311	311
01/29/2024 14:11:33	****01462	411 ENGINE 1	9.261	DSL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	44365	MCCAWLEY	411	411
01/29/2024 14:11:39	****01302	311 18 9938	11.485	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	82989	SANCHEZ	311	311
01/29/2024 16:44:36	****01471	411 603 COMMAND 3	6.483	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	35163	WATKINS	411	411
01/29/2024 17:11:49	****01541	311 20 4199	6.669	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	60002	62008 LUTTRELL	311	311
01/29/2024 21:59:49	****01261	311 18 4849	10.288	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	87227	KNOWLTON	311	311
01/30/2024 05:25:24	****00281	311 14 0892	6.391	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	92644	92520 zumwalt	315	311
01/30/2024 05:58:58	****01641	311 21 3180	15.141	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	13092	MARKHAM	311	311
01/30/2024 11:05:30	****01351	311 18 3661	13.031	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	68511	NUNNELEE	315	311
01/30/2024 11:34:26	****01781	411 602 COMMAND 2	21.156	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	4281	ZICKEFOOSE	411	411
01/30/2024 11:41:17	****00801	311 15 3007	12.223	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	75762	gollday	311	311
01/30/2024 21:43:47	****01541	311 20 4199	7.042	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	62097	LUTTRELL	311	311
01/30/2024 23:25:28	****01531	311 20 4197	9.645	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	35320	Solomon	311	311
01/31/2024 00:42:01	****01291	311 18 3658	8.081	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	70904	71024 Hash	311	311
01/31/2024 02:33:42	****01321	311 18 3660	12	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	88887	simmons	311	311
01/31/2024 02:59:42	****00841	311 14 0891	10.284	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	85666	simmons	311	311
01/31/2024 07:16:03	****00111	311 13 9781	14.02	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	126625	CHANDLEE	311	311
01/31/2024 12:27:10	****00901	311 17 4536	11.643	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	54884	Mculty	311	311
01/31/2024 12:41:50	****01281	311 18 0441	10.471	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	39370	SCOTT D	311	311
01/31/2024 13:53:37	****01341	311 18 9940	4.371	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	58757	Crow	311	311
01/31/2024 14:02:57	****01362	411 604 FMARSHAL1	19.398	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	90304	o brien	411	411
01/31/2024 14:14:34	****01451	411 ENGINE 2	15.125	DSL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	47090	OSGOOD	411	411
01/31/2024 18:05:30	****01631	311 21 3044	14.809	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	34671	Galloway	311	311
01/31/2024 20:15:11	****01462	411 ENGINE 1	14.431	DSL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	44429	Hill	411	411
01/31/2024 21:35:31	****01501	311 20 4189	8.369	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	40004	Goode	311	311
01/31/2024 22:00:16	****01291	311 18 3658	5.197	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	70960	70901 Hash	311	311
01/31/2024 23:24:16	****00131	311 14 0890	3.934	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	99140	millier	311	311
02/01/2024 02:56:08	****00811	311 17 2923	8.35	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	96704	millier	311	311
02/01/2024 05:58:22	****01302	311 18 9938	10.411	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	83146	SANCHEZ	311	311
02/01/2024 07:15:22	****01271	311 18 4850	7.641	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	51346	ARNOLD	311	311
02/01/2024 07:18:16	****01331	311 18 9939	11.239	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	70237	SEMKE	311	311
02/01/2024 11:47:40	****00451	311 13 5951	19.583	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	109570	109632 GRAVES	562	311
02/01/2024 11:54:10	****00801	311 15 3007	11.409	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	75912	gollday	311	311
02/01/2024 16:45:16	****01261	311 18 4849	10.858	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	87364	KNOWLTON	311	311
02/01/2024 21:21:52	****01341	311 18 9940	4.881	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	58801	Crow	311	311
02/01/2024 21:48:41	****01321	311 18 3660	7.916	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	88983	simmons	311	311
02/01/2024 22:11:33	****00051	311 17 4535	9.554	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	69542	69624 TURNER	315	311
02/02/2024 05:52:55	****01302	311 18 9938	9.669	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	83292	SANCHEZ	311	311
02/02/2024 08:19:09	****00111	311 13 9781	8.803	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	126767	CHANDLEE	311	311
02/02/2024 10:44:43	****00711	512 501 12 FORD	30.529	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	111181	ORTEGON	512	512
02/02/2024 11:43:00	****01451	411 ENGINE 2	13.361	DSL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	47152	SCHULTZE	411	411
02/02/2024 12:47:03	****01231	562 651 10 FORD	17.849	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	104249	reid	562	562
02/02/2024 13:20:46	****00532	311 16 8369	15.395	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	113045	COLE	311	311
02/02/2024 14:08:58	****01261	311 18 4849	7.734	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	87451	KNOWLTON	311	311
02/02/2024 20:07:14	****00291	311 16 6483	12.715	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	95491	DAVIS	311	311
02/02/2024 21:41:06	****01541	311 20 4199	7.809	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	62196	LUTTRELL	311	311
02/02/2024 23:23:55	****00811	311 17 2923	8.37	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	96814	millier	311	311
02/03/2024 01:40:55	****00051	311 17 4535	5.495	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	69604	TURNER	315	311
02/03/2024 09:52:19	****01641	311 21 3180	16.004	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	13269	MARKHAM	311	311
02/03/2024 12:57:22	****01462	411 ENGINE 1	18.198	DSL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	44522	SMITH	411	411
02/03/2024 13:56:25	****01261	311 18 4849	11.402	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	87607	KNOWLTON	311	311
02/03/2024 21:49:08	****01541	311 20 4199	7.066	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	62304	LUTTRELL	311	311
02/03/2024 21:59:50	****01291	311 18 3658	6.623	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	71019	Hash	311	311
02/03/2024 22:26:26	****01501	311 20 4189	13.034	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	40147	Goode	311	311

02/04/2024 02:51:08	****00811	311 17 2923	9.365 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	96931	millier	311	311
02/04/2024 05:55:00	****01302	311 18 9938	14.13 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	83493	SANCHEZ	311	311
02/04/2024 13:46:07	****01341	311 18 9940	8.011 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	58875	Crow	311	311
02/04/2024 14:33:14	****01261	311 18 4849	8.62 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	87714	KNOWLTON	311	311
02/04/2024 21:48:39	****01541	311 20 4199	8.552 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	62430	LUTTRELL	311	311
02/04/2024 21:51:04	****01261	311 18 4849	6.789 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	87797	KNOWLTON	311	311
02/04/2024 22:01:36	****01291	311 18 3658	7.647 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	71066	71188 Hash	311	311
02/04/2024 23:57:04	****01471	411 603 COMMAND 3	8.073 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	35256	knoepfel	411	411
02/05/2024 05:27:25	****00131	311 14 0890	4.648 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	99134	99189 zumwalt	315	311
02/05/2024 06:02:47	****01331	311 18 9939	10.101 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	70265	70343 SEMKE	311	311
02/05/2024 09:18:36	****01462	411 ENGINE 1	11.476 DSL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	44579	KRIMBILL	411	411
02/05/2024 09:37:33	****01311	311 18 3659	6.955 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	84781	PIERCE	311	311
02/05/2024 09:46:15	****01351	311 18 3661	11.436 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	68669	NUNNELEE	315	311
02/05/2024 11:05:11	****01302	311 18 9938	10.048 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	83611	SANCHEZ	311	311
02/05/2024 14:14:05	****01761	311 23 7425	17.366 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	5963	6021 Jackson	311	311
02/05/2024 15:33:53	****00631	411 Truck 2	24.769 DSL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	8378	KRIMBILL	411	411
02/05/2024 17:21:15	****01451	411 ENGINE 2	15.288 DSL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	47220	MARTINEZ	411	411
02/05/2024 19:34:01	****01421	411 TRUCK 1	22.319 DSL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	20961	KRIMBILL	411	411
02/05/2024 20:02:28	****00801	311 15 3007	12.237 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	76069	golliday	311	311
02/05/2024 21:32:15	****01261	311 18 4849	5.386 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	87863	KNOWLTON	311	311
02/05/2024 21:55:29	****01541	311 20 4199	6.441 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	62527	LUTTRELL	311	311
02/05/2024 22:01:47	****01291	311 18 3658	5.935 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	71114	Hash	311	311
02/05/2024 22:45:38	****01321	311 18 3660	9.11 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	89093	simmons	311	311
02/06/2024 07:23:18	****01271	311 18 4850	8.526 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	51469	ARNOLD	311	311
02/06/2024 10:44:01	****00131	311 14 0890	7.975 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	99311	zumwalt	315	311
02/06/2024 11:49:19	****00351	311 13 4107	8.336 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	103473	parker	315	311
02/06/2024 12:00:52	****00841	311 14 0891	5.073 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	85705	SANCHEZ	315	311
02/06/2024 12:40:18	****01311	311 18 3659	8.079 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	84899	PIERCE	311	311
02/06/2024 16:13:02	****01751	311 23 7303	19.676 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	10203	simpson-brow	311	311
02/06/2024 17:16:46	****01781	411 602 COMMAND 2	19.962 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	4501	ZICKEFOOSE	411	411
02/06/2024 17:18:19	****01771	411 601 COMMAND 1	20.741 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	12235	OSTRUM	411	411
02/06/2024 20:39:42	****01631	311 21 3044	10.33 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	34791	Galloway	311	311
02/06/2024 21:52:29	****00291	311 16 6483	2.236 UNL	Quiktrip 0121	12100 S Waco Ave	Sapulpa	OK	74066	95605	95515 DAVIS	311	311
02/06/2024 22:02:14	****01291	311 18 3658	5.115 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	71146	Hash	311	311
02/06/2024 22:20:16	****01541	311 20 4199	7.637 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	62646	LUTTRELL	311	311
02/07/2024 07:13:32	****01601	512 504 13 HILNDR	4.947 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	148280	CLOYDE	511	512
02/07/2024 08:11:37	****00111	311 13 9781	13.336 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	126987	CHANDLEE	311	311
02/07/2024 09:51:01	****01462	411 ENGINE 1	12.921 DSL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	44645	CROWDER	411	411
02/07/2024 12:37:48	****01451	411 ENGINE 2	12.912 DSL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	47283	MCCAWLEY	411	411
02/07/2024 12:41:47	****01531	311 20 4197	13.678 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	35490	Solomon	311	311
02/07/2024 12:50:05	****00131	311 14 0890	5.86 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	99393	zumwalt	315	311
02/07/2024 13:09:57	****00501	311 11 1550	13.414 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	92971	Bowdle	311	311
02/07/2024 13:52:17	****01341	311 18 9940	4.308 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	58919	Crow	311	311
02/07/2024 13:57:43	****00532	311 16 8369	13.14 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	113158	COLE	311	311
02/07/2024 16:22:06	****01421	411 TRUCK 1	7.839 DSL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	20992	CROWDER	411	411
02/07/2024 18:30:17	****00801	311 15 3007	13.114 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	76231	golliday	311	311
02/07/2024 21:12:08	****01451	411 ENGINE 2	12.099 DSL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	47327	Hill	411	411
02/07/2024 23:14:58	****00811	311 17 2923	10.936 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	97065	millier	311	311
02/08/2024 01:07:30	****01541	311 20 4199	5.772 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	62732	LUTTRELL	311	311
02/08/2024 05:03:11	****01321	311 18 3660	11.541 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	89227	simmons	311	311
02/08/2024 13:52:18	****01341	311 18 9940	4.003 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	58954	Crow	311	311
02/08/2024 19:27:46	****01462	411 ENGINE 1	8.433 DSL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	44695	KRIMBILL	411	411
02/08/2024 21:10:11	****00051	311 17 4535	9.415 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	69707	TURNER	315	311
02/08/2024 22:23:13	****01261	311 18 4849	9.898 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	87991	KNOWLTON	311	311
02/09/2024 05:49:20	****00841	311 14 0891	4.484 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	85777	85739 MARKHAM	311	311
02/09/2024 05:54:42	****01302	311 18 9938	15.005 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	83836	SANCHEZ	311	311
02/09/2024 11:28:54	****00281	311 14 0892	12.234 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	92695	92632 zumwalt	315	311
02/09/2024 11:43:29	****00841	311 14 0891	8.019 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	85907	85837 RACHAL	315	311
02/09/2024 11:55:31	****00901	311 17 4536	13.908 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	55094	McNulty	311	311
02/09/2024 13:00:30	****00111	311 13 9781	7.873 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	127270	127110 CHANDLEE	311	311
02/09/2024 13:44:20	****01231	562 651 10 FORD	26.933 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	104491	reid	562	562
02/09/2024 13:51:41	****01341	311 18 9940	4.835 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	59012	Crow	311	311
02/09/2024 14:17:06	****01471	411 603 COMMAND 3	6.663 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	35304	35333 flora	411	411
02/09/2024 19:53:02	****01501	311 20 4189	12.818 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	40323	Goode	311	311
02/09/2024 21:45:29	****01541	311 20 4199	1.925 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	62757	LUTTRELL	311	311
02/09/2024 22:30:41	****01261	311 18 4849	7.99 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	88097	KNOWLTON	311	311
02/09/2024 22:57:15	****00811	311 17 2923	10.679 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	97205	millier	311	311
02/10/2024 03:21:48	****01531	311 20 4197	10.146 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	35611	Solomon	311	311

02/10/2024 07:09:07	****01271	311 18 4850	8.303 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	51597	ARNOLD	311	311
02/10/2024 09:50:58	****00662	311 10 6037	17.228 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	36	50738 KEISER	315	311
02/10/2024 13:56:35	****01341	311 18 9940	3.341 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	59054	Crow	311	311
02/10/2024 16:01:51	****01451	411 ENGINE 2	15.066 DSL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	47393	MCCAWLEY	411	411
02/10/2024 21:25:04	****01631	311 21 3044	8.463 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	34843	Galloway	311	311
02/10/2024 21:45:47	****01541	311 20 4199	6.347 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	62846	LUTTRELL	311	311
02/10/2024 21:47:21	****00051	311 17 4535	6.678 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	69777	TURNER	315	311
02/10/2024 22:36:44	****01261	311 18 4849	8.174 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	889196	88200 KNOWLTON	311	311
02/10/2024 23:49:27	****01291	311 18 3658	8.459 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	71236	Hash	311	311
02/11/2024 02:41:30	****00811	311 17 2923	11.268 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	97335	millier	311	311
02/11/2024 06:36:43	****00532	311 16 8369	12.502 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	113269	COLE	311	311
02/11/2024 06:37:23	****01311	311 18 3659	13.227 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	85070	PIERCE	311	311
02/11/2024 09:17:31	****01462	411 ENGINE 1	12.758 DSL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	44748	KRIMBILL	411	411
02/11/2024 18:47:42	****00291	311 16 6483	11.079 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	95616	DAVIS	311	311
02/11/2024 21:50:08	****01541	311 20 4199	5.968 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	62933	LUTTRELL	311	311
02/11/2024 22:05:57	****01261	311 18 4849	8.075 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	88291	889298 KNOWLTON	311	311
02/11/2024 22:13:16	****01291	311 18 3658	7.453 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	71309	Hash	311	311
02/11/2024 22:23:58	****01611	561 637 07 FORD	19.01 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	126446	LEWIS	521	561
02/12/2024 05:08:58	****01331	311 18 9939	3.511 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	70521	70380 SEMKE	311	311
02/12/2024 05:11:59	****01331	311 18 9939	8.581 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	70522	70611 SEMKE	311	311
02/12/2024 08:28:51	****01362	411 604 FMARSHAL1	22.676 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	90580	o brien	411	411
02/12/2024 09:56:25	****01281	311 18 0441	11.64 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	39526	SCOTT	311	311
02/12/2024 14:43:57	****01451	411 ENGINE 2	13.68 DSL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	47458	MARTINEZ	411	411
02/12/2024 19:13:56	****01631	311 21 3044	13.29 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	34983	Galloway	311	311
02/12/2024 19:56:33	****00801	311 15 3007	12.203 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	76396	golliday	311	311
02/12/2024 21:03:07	****01261	311 18 4849	8.297 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	88319	KNOWLTON	311	311
02/12/2024 21:50:01	****01541	311 20 4199	11.583 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	63104	LUTTRELL	311	311
02/12/2024 22:06:11	****01291	311 18 3658	7.154 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	71352	Hash	311	311
02/13/2024 07:17:39	****01641	311 21 3180	15.462 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	13477	MARKHAM	311	311
02/13/2024 08:26:42	****01771	411 601 COMMAND 1	22.481 UNL	Quiktrip 0121	12100 S Waco Ave	Sapulpa	OK	74066	546	12548 OSTRUM	411	411
02/13/2024 09:11:22	****01311	311 18 3659	8.62 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	85179	PIERCE	311	311
02/13/2024 09:33:37	****01351	311 18 3661	11.652 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	68874	NUNNELEE	315	311
02/13/2024 09:46:12	****00281	311 14 0892	5.334 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	92760	92654 zumwalt	315	311
02/13/2024 10:50:07	****01751	311 23 7303	18.207 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	10487	simpson-brow	411	311
02/13/2024 19:16:55	****01462	411 ENGINE 1	13.163 DSL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	44808	CROWDER	311	411
02/13/2024 21:42:08	****01541	311 20 4199	6.668 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	63212	LUTTRELL	311	311
02/14/2024 00:34:45	****01291	311 18 3658	6.331 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	71412	Hash	311	311
02/14/2024 02:17:53	****01321	311 18 3660	11.182 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	89341	simmons	311	311
02/14/2024 08:42:33	****00441	512 660 16 HYUNDA	15.071 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	63382	rush	512	512
02/14/2024 10:55:12	****01271	311 18 4850	9.623 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	51713	ARNOLD	311	311
02/14/2024 14:55:18	****00771	561 649 04 FORD	27.02 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	147046	NEWMAN	523	561
02/14/2024 19:54:42	****01451	411 ENGINE 2	10.795 DSL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	47512	SCHULTZE	411	411
02/14/2024 20:48:19	****01341	311 18 9940	5.157 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	59118	Crow	311	311
02/14/2024 21:09:12	****00801	311 15 3007	12.173 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	76550	golliday	311	311
02/14/2024 21:55:09	****01631	311 21 3044	12.415 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	35082	Galloway	311	311
02/14/2024 22:18:49	****00811	311 17 2923	11.201 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	97486	millier	311	311
02/15/2024 00:01:35	****01291	311 18 3658	6.243 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	71474	Hash	311	311
02/15/2024 05:49:27	****00411	311 13 9181	6.339 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	73304	SANCHEZ	311	311
02/15/2024 08:17:17	****00111	311 13 9781	16.172 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	127386	CHANDLEE	311	311
02/15/2024 13:39:38	****00351	311 13 4107	11.096 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	103525	parker	315	311
02/15/2024 13:40:30	****01302	311 18 9938	9.862 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	83954	SANCHEZ	311	311
02/15/2024 13:42:26	****00532	311 16 8369	15.063 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	113407	COLE	311	311
02/15/2024 16:22:23	****01471	411 603 COMMAND 3	6.95 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	35388	flora	411	411
02/15/2024 16:26:54	****01421	411 TRUCK 1	15.333 DSL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	21064	LAMBON	411	411
02/15/2024 19:12:40	****01261	311 18 4849	10.211 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	88518	KNOWLTON	311	311
02/15/2024 20:48:11	****00801	311 15 3007	8.989 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	76670	golliday	311	311
02/16/2024 00:59:37	****01541	311 20 4199	4.613 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	63270	LUTTRELL	311	311
02/16/2024 04:59:23	****01321	311 18 3660	10.739 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	89448	simmons	311	311
02/16/2024 11:57:59	****01311	311 18 3659	7.609 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	85287	PIERCE	311	311
02/16/2024 12:40:12	****00051	311 17 4535	10.001 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	69918	RACHAL	315	311
02/16/2024 13:51:57	****01341	311 18 9940	4.957 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	59166	Crow	311	311
02/16/2024 14:28:44	****01261	311 18 4849	6.724 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	88611	KNOWLTON	311	311
02/16/2024 14:48:11	****01462	411 ENGINE 1	13.363 DSL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	44868	CROWDER	411	411
02/16/2024 15:05:27	****01601	512 504 13 HILNDR	14.07 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	148568	CLOYDE	511	512
02/16/2024 18:32:40	****01501	311 20 4189	14.847 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	40494	Goode	311	311
02/16/2024 21:19:51	****01261	311 18 4849	6.018 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	88673	KNOWLTON	311	311
02/16/2024 21:50:26	****01541	311 20 4199	6.79 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	63378	LUTTRELL	311	311
02/17/2024 06:03:12	****01302	311 18 9938	12.86 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	84147	SANCHEZ	311	311

02/17/2024 06:07:52	****01331	311 18 9939	8.591 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	70626	SEMKE	311	311
02/17/2024 08:12:01	****01451	411 ENGINE 2	16.931 DSL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	47578	SCHULTZE	411	411
02/17/2024 08:58:45	****01231	562 651 10 FORD	20.078 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	104600	104679 GRAVES	562	562
02/17/2024 12:26:13	****01641	311 21 3180	16.959 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	13727	MARKHAM	311	311
02/17/2024 19:54:19	****01261	311 18 4849	10.768 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	88828	KNOWLTON	311	311
02/17/2024 19:55:36	****01451	411 ENGINE 2	12.523 DSL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	47665	SCHULTZE	411	411
02/18/2024 05:37:37	****01541	311 20 4199	7.501 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	63471	LUTTRELL	311	311
02/18/2024 08:49:17	****01302	311 18 9938	10.718 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	84288	SANCHEZ	311	311
02/18/2024 10:34:16	****00741	311 10 4050	13.471 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	1	94297 GRAVES	562	311
02/18/2024 12:21:57	****01311	311 18 3659	9.361 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	85388	PIERCE	311	311
02/18/2024 13:15:53	****01531	311 20 4197	11.655 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	35724	Solomon	311	311
02/18/2024 13:20:42	****01462	411 ENGINE 1	11.957 DSL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	44946	LAMBDIN	411	411
02/18/2024 14:03:24	****00291	311 16 6483	10.62 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	95744	95627 DAVIS	311	311
02/18/2024 15:50:32	****01261	311 18 4849	6.154 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	88900	KNOWLTON	311	311
02/18/2024 21:12:24	****01631	311 21 3044	13.054 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	35221	Galloway	311	311
02/18/2024 21:43:53	****01261	311 18 4849	6.021 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	88982	KNOWLTON	311	311
02/18/2024 22:02:05	****01291	311 18 3658	8.513 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	71534	Hash	311	311
02/19/2024 00:38:42	****00841	311 14 0891	9.952 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	86033	millier	311	311
02/19/2024 09:03:41	****01302	311 18 9938	7.865 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	84392	SANCHEZ	311	311
02/19/2024 13:39:54	****01771	411 601 COMMAND 1	20.811 UNL	Quiktrip 0121	12100 S Waco Ave	Sapulpa	OK	74066	12834	OSTRUM	411	411
02/19/2024 14:04:34	****01331	311 18 9939	10.635 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	70751	SEMKE	311	311
02/19/2024 19:09:24	****01471	411 603 COMMAND 3	7.128 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	35459	knoepfel	411	411
02/19/2024 21:02:06	****01261	311 18 4849	11.709 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	89129	KNOWLTON	311	311
02/19/2024 21:04:50	****00801	311 15 3007	9.193 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	76790	golliday	311	311
02/19/2024 23:36:15	****01541	311 20 4199	9.243 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	63610	LUTTRELL	311	311
02/20/2024 04:22:08	****01291	311 18 3658	8.169 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	71587	Hash	311	311
02/20/2024 05:32:12	****00281	311 14 0892	11.126 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	92908	92700 zumwalt	315	311
02/20/2024 05:44:12	****01321	311 18 3660	12.804 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	89598	simmons	311	311
02/20/2024 09:04:41	****01451	411 ENGINE 2	12.927 DSL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	47725	KRIMBILL	411	411
02/20/2024 13:05:18	****01271	311 18 4850	8.668 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	51838	ARNOLD	311	311
02/20/2024 13:17:36	****01351	311 18 3661	11.7 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	69074	NUNNELEE	315	311
02/20/2024 14:36:28	****00341	411 UTILITY 2	11.038 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	11571	115666 LAMBDIN	411	411
02/20/2024 15:55:21	****00901	311 17 4536	9.654 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	55234	Mculty	311	311
02/20/2024 21:02:26	****01631	311 21 3044	12.514 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	35346	Galloway	311	311
02/20/2024 23:16:02	****01462	411 ENGINE 1	16.136 DSL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	45016	IRELAND	411	411
02/21/2024 01:37:40	****01541	311 20 4199	7.302 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	63705	LUTTRELL	311	311
02/21/2024 06:41:32	****00151	311 MISC	12.606 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	113537	COLE	311	311
02/21/2024 07:07:02	****01781	411 602 COMMAND 2	21.338 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	4742	ZICKEFOOSE	411	411
02/21/2024 09:17:50	****01451	411 ENGINE 2	12.672 DSL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	47789	SMITH	411	411
02/21/2024 11:02:14	****00111	311 13 9781	13.419 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	127596	127482 CHANDLEE	311	311
02/21/2024 13:51:52	****01341	311 18 9940	3.863 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	59203	Crow	311	311
02/21/2024 16:38:15	****01751	311 23 7303	19.892 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	10780	simpson-brow	311	311
02/21/2024 19:42:07	****00801	311 15 3007	11.918 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	76948	golliday	311	311

CANCELLATION NOTICE
OF
THE JENKS CITY COUNCIL REGULAR MEETING &
THE JENKS PUBLIC WORKS AUTHORITY REGULAR MEETING
SCHEDULED FOR
TUESDAY, MARCH 19, 2024 6:00 P.M.
JENKS CITY HALL, 211 NORTH ELM

The regular meetings of the Jenks City Council and Jenks Public Works Authority have been cancelled.

**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: **Christopher Shrout, City Manager**

From: **Christian J. Cloyde, P.E., CFM, City Engineer**

Date: **February 26, 2024**

Re: **Final Acceptance – Frazier Meadows I**
South 20th Place East & East 131st Street South
Resolution #829

The installation of waterline, sanitary sewer, stormwater, and streets public infrastructure has been satisfactorily completed in, and in association with, the **Frazier Meadows I** subdivision. There were routine inspections by Public Works, Engineering, and Planning Department personnel to ensure all work meets City of Jenks standards and is in accordance with the construction plans.

An inspection punch list was prepared and all items on the punch list have been completed as required.

In conformance with City of Jenks Subdivision Regulations, it is recommended that the City Council approve final acceptance of the public infrastructure associated with **Frazier Meadows I**.

Attachments:

Inspection Memorandum
Location Map
Maintenance Bonds
Resolution #829



CITY OF JENKS

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

INSPECTION MEMORANDUM

To: **Chris Cloyde, PE, CFM, City Engineer**

From: **Chuck Miller, Engineering Technician**

Date: **February 26, 2024**

Re: **Final Acceptance – Frazier Meadows I**
South 20th Place East & East 131st Street South
Resolution #829

Recently, a final inspection was done to verify that all items, constructed for the **Frazier Meadows I** subdivision, have been satisfactorily completed. All items have been finished as required, and the public infrastructure is in conformance to City of Jenks public infrastructure guidelines.

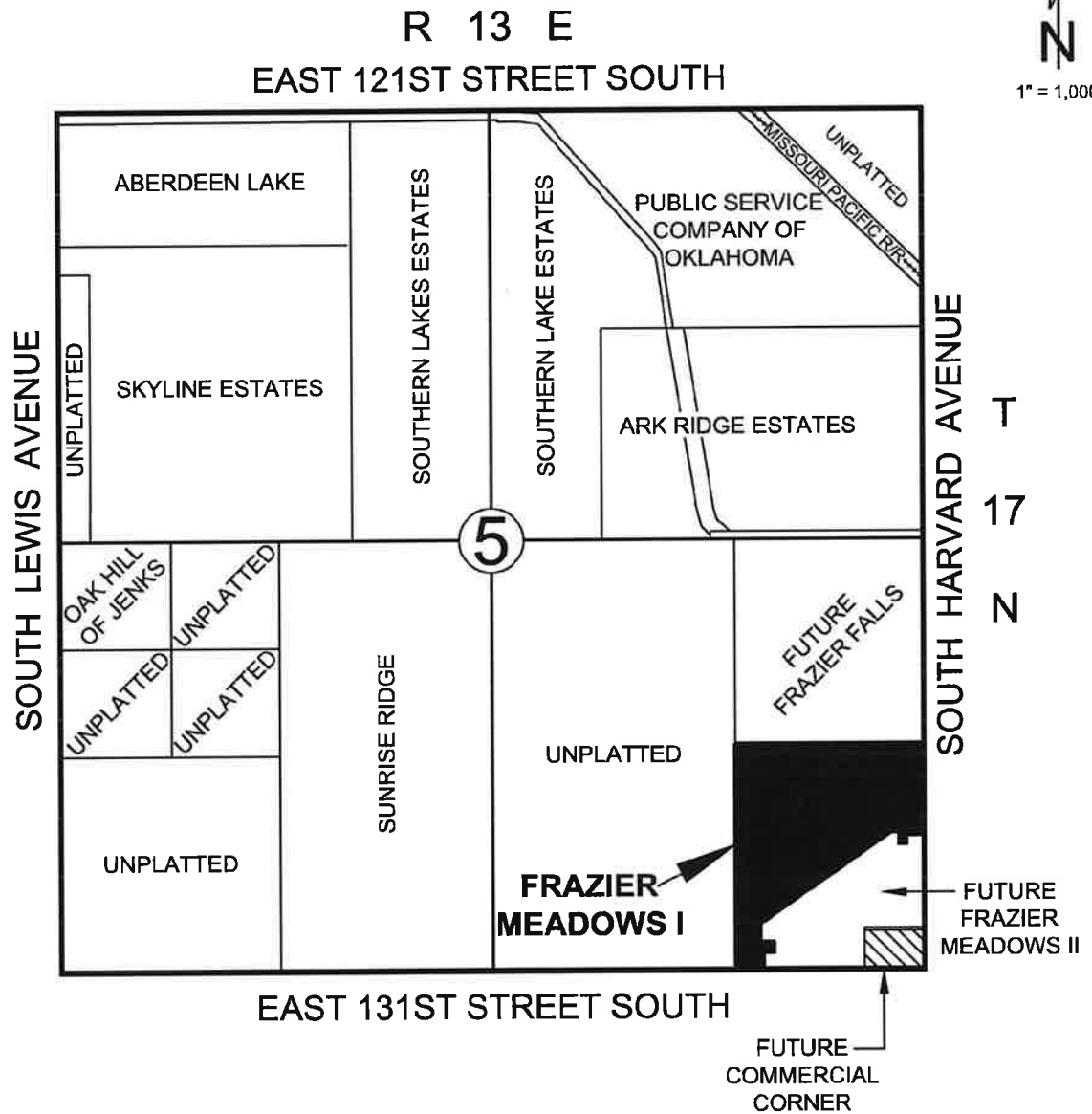
Maintenance bonds have been provided for the following public infrastructure items:

Waterline
Sanitary Sewer
Stormwater
Streets

An acceptance letter containing the subdivision location and a copy of the maintenance bonds has been prepared for submission to Council for acceptance. It is therefore my recommendation that we move forward to present the **Frazier Meadows I** subdivision to the City Council for final acceptance.

LOCATION MAP

FRAZIER MEADOWS I



RESOLUTION NO. 829

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JENKS, OKLAHOMA ACCEPTING AS DEDICATED PUBLIC IMPROVEMENTS FOR THE FRAZIER MEADOWS I DEVELOPMENT, OWNED BY FRAZIER MEADOWS, LLC. LOCATED WITHIN SECTION 5, TOWNSHIP 17N, RANGE 13E OF THE INDIAN BASE AND MERIDIAN, CITY OF JENKS, TULSA COUNTY, STATE OF OKLAHOMA.

WHEREAS, certain public improvements required by the City of Jenks' Subdivision Regulations have been constructed in the Frazier Meadows I development within the City of Jenks, Oklahoma; and

WHEREAS, construction of the following public infrastructure has been completed:

Waterline: 1,636 LF – 12" PVC C900 & 5,217 LF – 6" PVC C900 (\$435,949.00)
Sanitary Sewer: 5,072 LF - 8" SDR 35, 987 LF - 8" PVC C900, 2,540 LF – 6" HDPE fused, 66 Ea. – 4' manhole, & 1 EA. Lift Station. (\$1,131,993.00)
Stormwater: 3,544 LF – 18" to 48" CCP (\$489,410.78)
Streets: 3,706 LF w/Curb & Gutter (\$735,556.40)

WHEREAS, the design and construction of those public improvements meet the requirements of the City of Jenks' Subdivision Guidelines; and

WHEREAS, the City Engineer has received and reviewed the As-Built Construction Plans (Record Drawings) for those public improvements; and

WHEREAS, The City has received the one-year maintenance bonds required by the City of Jenks' Subdivision Regulation for said public improvements; and

WHEREAS, the City of Jenks' Subdivision Regulations require that all public improvements be formally accepted by the Jenks City Council.

THEREFORE, BE IT RESOLVED by the Jenks City Council of City of Jenks, Oklahoma public improvements and all required easements for Frazier Meadows I are formally accepted by the City of Jenks.

Approved in open meeting by the City Council of the City of Jenks, Oklahoma this ____ day of _____, 2023.

CITY OF JENKS, OKLAHOMA

MAYOR

Attest:

CITY CLERK

Approved as to form:

CITY ATTORNEY

Bond No. 4904134

SECTION 00420

MAINTENANCE BOND

WHEREAS, the undersigned, McGuire Brothers Construction, Inc has executed Contract dated the 23rd day of May, 2023, designated for Waterline to Serve Frazier Meadows

for the City of Jenks, Jenks, Oklahoma, including all of the work mentioned and described in said Contract, and to be performed by the undersigned strictly and punctually in accordance with the terms, conditions, plans and specifications thereof,

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS.

That McGuire Brothers Construction, Inc of Tulsa, OK as Principal, and Great American Insurance Company of Tulsa, OK as Surety, are jointly and severally, firmly held and bound unto the OWNER in the sum of ***See below*** dollars (\$217,974.50) lawful money of the United States of America, same being the approximate cost of the Contract herein referred to, for the payment of which sum well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

***Two hundred seventeen thousand, nine hundred seventy-four dollars and 50/100-----

THE CONDITION OF THIS BOND is such that the said Principal and Surety herein named do hereby agree and bind themselves unto and guarantee the OWNER that all work done under said contract, was constructed to conform with specifications prepared by the City of Jenks and in such a manner that the same shall endure without need of any repair arising from defective workmanship or materials for a period of one year from and after the formal acceptance of said project by the City of Jenks City Council, and that at the expense of said Principal and/or Surety, all failures occurring and arising from any defect in material or workmanship within said period of one year shall be promptly repaired, within ten (10) days after notice to said Principal by letter deposited in the United States mail, addressed to said Principal at 8415 South Regency Drive, Tulsa, OK 74131 and copied to said Surety; and it being further agreed that upon the neglect, failure or refusal of the Principal to make any needed repairs or backfills upon said project or any work connected therewith within the aforesaid ten (10) day period or other city negotiated period, that the said Principal and Surety shall jointly and severally be liable to the OWNER for the costs and expenses of making such repairs or backfills, or making good such defects or imperfections

NOW, THEREFORE, if the said Principal and Surety shall faithfully and securely keep and perform all of the obligations herein provided to be kept and performed by them, or either of them, then this obligation shall be null and void and of no force and effect, otherwise to be and remain in full force and effect at all times.

SIGNED, SEALED AND DELIVERED this 23rd day of May, 2023.

CONTRACTOR (Principal)

ATTEST:

Rodney Mabe
Title Corp. Sec.

(SEAL)

Great American Insurance Company
Surety

(SEAL)

McGuire Brothers Construction, Inc.
Title Pres.

(SEAL)

Attorney In Fact , Jamie Burris

(Accompany the bond with a Power of Attorney)

GREAT AMERICAN INSURANCE COMPANY®**Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740**

The number of persons authorized by
this power of attorney is not more than Ten

No. 0 21852

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below

Name	Address	Limit of Power
Travis E Brown	Mark Edward Long	All
Jamie Burris	Thomas Perrault	\$100,000,000
John Kelly Deer	Stephen M. Poleman	
Vaughn P. Graham	Michael J. Swenton	
Vaughn Paul Graham, Jr		
Kristin Lewis		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above
IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 13th day of July 2022



Atty L C. B.
Assistant Secretary

GREAT AMERICAN INSURANCE COMPANY

Mark V. Vicario
Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss

MARK VICARIO (811-371-2405)

On this 13th day of July 2022, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument, that he knows the seal of the said Company, that the seal affixed to the said instrument is such corporate seal, that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority



SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2025

Susan A. Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008

RESOLVED That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof, to prescribe their respective duties and the respective limits of their authority, and to revoke any such appointment at any time.

RESOLVED FURTHER That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed

CERTIFICATION

I, STEPHEN C. BERALLA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect

Signed and sealed this 23rd day of May, 2023



Atty L C. B.
Assistant Secretary



MCGUBRO-01

TTHARP

CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 5/23/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Rich & Cartmill, Inc. 2738 E. 51st Street, Suite 400 Tulsa, OK 74105	CONTACT NAME: Danette Cox PHONE (A/C, No, Ext): (918) 293-7196 E-MAIL ADDRESS: dc Cox@rcins.com FAX (A/C, No):																					
INSURED McGuire Brothers Construction Inc 8415 South Regency Drive Tulsa, OK 74131	<table border="0"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A</td> <td>Continental Ins Co</td> <td>35289</td> </tr> <tr> <td>INSURER B</td> <td>Valley Forge Ins Co</td> <td>20508</td> </tr> <tr> <td>INSURER C</td> <td>Continental Casualty Co</td> <td>20443</td> </tr> <tr> <td>INSURER D</td> <td></td> <td></td> </tr> <tr> <td>INSURER E</td> <td></td> <td></td> </tr> <tr> <td>INSURER F</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A	Continental Ins Co	35289	INSURER B	Valley Forge Ins Co	20508	INSURER C	Continental Casualty Co	20443	INSURER D			INSURER E			INSURER F		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
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INSURER D																						
INSURER E																						
INSURER F																						

COVERAGES			CERTIFICATE NUMBER:		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	TYPE OF INSURANCE		ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	X	COMMERCIAL GENERAL LIABILITY					
		CLAIMS-MADE	X	OCCUR			
				7018721141	7/1/2022	7/1/2023	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 15,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS COMP/OP AGG \$ 2,000,000
							\$
GEN'L AGGREGATE LIMIT APPLIES PER							
		POLICY	X	PRO-JECT			
				LOC			
				OTHER			
B		AUTOMOBILE LIABILITY					
	X	ANY AUTO OWNED AUTOS ONLY		SCHEDULED AUTOS			
		HIRED AUTOS ONLY		NON-OWNED AUTOS ONLY			
				7018721155	7/1/2022	7/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
B	X	UMBRELLA LIAB	X	OCCUR			
		EXCESS LIAB		CLAIMS-MADE			
				7018721169	7/1/2022	7/1/2023	EACH OCCURRENCE \$ 5,000,000
							AGGREGATE \$ 5,000,000
							\$
		DED	X	RETENTION \$ 10,000			
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N				
		If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				
				7018721172	7/1/2022	7/1/2023	X PER STATUTE OTH-ER
							E L EACH ACCIDENT \$ 1,000,000
							E L DISEASE EA EMPLOYEE \$ 1,000,000
							E L DISEASE - POLICY LIMIT \$ 1,000,000
C		Equipmt - Ded \$2,500		4022278675	7/1/2022	7/1/2023	Leased/Rented Max 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Project: Waterline to Serve Frazier Meadows

CERTIFICATE HOLDER City of Jenks 211 N. Elm Street Jenks, OK 74037	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

Bond No 4904136

SECTION 00420

MAINTENANCE BOND

WHEREAS, the undersigned, McGuire Brothers Construction, Inc has executed Contract dated the 23rd day of May, 2023, designated for Sanitary Sewer to Serve Frazier Meadows

for the City of Jenks, Jenks, Oklahoma, including all of the work mentioned and described in said Contract, and to be performed by the undersigned strictly and punctually in accordance with the terms, conditions, plans and specifications thereof,

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:
That McGuire Brothers Construction, Inc. of Tulsa, OK as Principal,
and Great American Insurance Company of Tulsa, OK as Surety,
are jointly and severally, firmly held and bound unto the OWNER in the sum of ***See below*** dollars
(\$ 565,996 50) lawful money of the United States of America, same being the approximate cost of the
Contract herein referred to, for the payment of which sum well and truly to be made, we hereby bind ourselves,
our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

***Five hundred sixty-five thousand, nine hundred ninety-six dollars and 50/100-----

THE CONDITION OF THIS BOND is such that the said Principal and Surety herein named do hereby agree and bind themselves unto and guarantee the OWNER that all work done under said contract, was constructed to conform with specifications prepared by the City of Jenks and in such a manner that the same shall endure without need of any repair arising from defective workmanship or materials for a period of one year from and after the formal acceptance of said project by the City of Jenks City Council, and that at the expense of said Principal and/or Surety, all failures occurring and arising from any defect in material or workmanship within said period of one year shall be promptly repaired, within ten (10) days after notice to said Principal by letter deposited in the United States mail, addressed to said Principal at 8415 South Regency Drive, Tulsa, OK 74131 and copied to said Surety; and it being further agreed that upon the neglect, failure or refusal of the Principal to make any needed repairs or backfills upon said project or any work connected therewith within the aforesaid ten (10) day period or other city negotiated period, that the said Principal and Surety shall jointly and severally be liable to the OWNER for the costs and expenses of making such repairs or backfills, or making good such defects or imperfections.

NOW, THEREFORE, if the said Principal and Surety shall faithfully and securely keep and perform all of the obligations herein provided to be kept and performed by them, or either of them, then this obligation shall be null and void and of no force and effect, otherwise to be and remain in full force and effect at all times.

SIGNED, SEALED AND DELIVERED this 23rd day of May, 2023.

CONTRACTOR (Principal)

ATTEST:

Prochey Mabe
Title Corp Secy

(SEAL)

Great American Insurance Company
Surety

(SEAL)

Wanda Mabe
McGuire Brothers Construction, Inc
Title Pres.

(SEAL)

Jamie Burris
Attorney In Fact, Jamie Burris

(Accompany the bond with a Power of Attorney)

GREAT AMERICAN INSURANCE COMPANY®**Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740**

The number of persons authorized by
this power of attorney is not more than **Ten**

No 0 21852

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

	Name	Address	Limit of Power
Travis E. Brown	Mark Edward Long	All of	All
Jamie Burris	Thomas Perrault	Tulsa, Oklahoma	\$100,000,000
John Kelly Deer	Stephen M. Poleman		
Vaughn P. Graham	Michael J. Swenton		
Vaughn Paul Graham, Jr			
Kristin Lewis			

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above
IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 13th day of July, 2022



Atty L C. B.
Assistant Secretary

Mark V. Vicario
Divisional Senior Vice President

MARK VICARIO (817-377-7405)

STATE OF OHIO, COUNTY OF HAMILTON - ss

On this 13th day of July, 2022, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument, that he knows the seal of the said Company, that the seal affixed to the said instrument is such corporate seal, that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority



SUSAN A. KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2025

Susan A. Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008

RESOLVED. That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof, to prescribe their respective duties and the respective limits of their authority, and to revoke any such appointment at any time

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed

CERTIFICATION

I, STEPHEN C. BERATHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect

Signed and sealed this 23rd

day of May

, 2023



Atty L C. B.
Assistant Secretary



MCGUBRO-01

TTHARP

CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 5/23/2023

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IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Rich & Cartmill, Inc. 2738 E. 51st Street, Suite 400 Tulsa, OK 74105	CONTACT NAME: Danette Cox PHONE (A/C, No, Ext): (918) 293-7196 E-MAIL: dcox@rcins.com ADDRESS:	FAX (A/C, No):
INSURER(S) AFFORDING COVERAGE		
INSURED McGuire Brothers Construction Inc 8415 South Regency Drive Tulsa, OK 74131	INSURER A: Continental Ins Co INSURER B: Valley Forge Ins Co INSURER C: Continental Casualty Co INSURER D: INSURER E: INSURER F:	NAIC # 36289 20508 20443

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	X COMMERCIAL GENERAL LIABILITY					
	CLAIMS-MADE X OCCUR		7018721141	7/1/2022	7/1/2023	EACH OCCURRENCE \$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
						MED EXP (Any one person) \$ 15,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER POLICY X PRO-JECT LOC OTHER					\$
B	AUTOMOBILE LIABILITY					
	X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS		7018721155	7/1/2022	7/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	HIRED AUTOS ONLY NON-OWNED AUTOS ONLY					BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
B	X UMBRELLA LIAB X OCCUR					
	EXCESS LIAB CLAIMS-MADE		7018721169	7/1/2022	7/1/2023	EACH OCCURRENCE \$ 5,000,000
	DED X RETENTION \$ 10,000					AGGREGATE \$ 5,000,000
						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N				
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A	7018721172	7/1/2022	7/1/2023	X PER STATUTE OTH-ER \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E L EACH ACCIDENT \$ 1,000,000
						E L DISEASE EA EMPLOYEE \$ 1,000,000
						E L DISEASE - POLICY LIMIT \$
C	Equipmt - Ded \$2,500		4022278675	7/1/2022	7/1/2023	Leased/Rented Max 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Project: Sanitary Sewer to Serve Frazier Meadows

CERTIFICATE HOLDER

CANCELLATION

 City of Jenks
 211 N. Elm Street
 Jenks, OK 74037

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Bond No GR58349

SECTION 00420

MAINTENANCE BOND

WHEREAS, the undersigned, Bret Barnhart Jr., LLC dba Bret Barnhart Excavating has executed Contract dated the 5th day of June, 2023, designated for Storm Sewer to Serve Frazier Meadows

for City of Jenks, Jenks, Oklahoma, including all of the work mentioned and described in said Contract, and to be performed by the undersigned strictly and punctually in accordance with the terms, conditions, plans and specifications thereof,

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That Bret Barnhart Jr., LLC dba Bret Barnhart Excavating of Mounds, OK as Principal, and Granite Re, Inc of Oklahoma City, OK as Surety, are jointly and severally, firmly held and bound unto the OWNER in the sum of ***See below*** dollars (\$ 244,705.39) lawful money of the United States of America, same being the approximate cost of the Contract herein referred to, for the payment of which sum well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

***Two hundred forty-four thousand, seven hundred five dollars and 39/100-----

THE CONDITION OF THIS BOND is such that the said Principal and Surety herein named do hereby agree and bind themselves unto and guarantee the OWNER that all work done under said contract, was constructed to conform with specifications prepared by the City of Jenks and in such a manner that the same shall endure without need of any repair arising from defective workmanship or materials for a period of one year from and after the formal acceptance of said project by the City of Jenks City Council, and that at the expense of said Principal and/or Surety, all failures occurring and arising from any defect in material or workmanship within said period of one year shall be promptly repaired, within ten (10) days after notice to said Principal by letter deposited in the United States mail, addressed to said Principal at 700 Commercial Ave., Mounds, OK 74047 and copied to said Surety; and it being further agreed that upon the neglect, failure or refusal of the Principal to make any needed repairs or backfills upon said project or any work connected therewith within the aforesaid ten (10) day period or other city negotiated period, that the said Principal and Surety shall jointly and severally be liable to the OWNER for the costs and expenses of making such repairs or backfills, or making good such defects or imperfections

NOW, THEREFORE, if the said Principal and Surety shall faithfully and securely keep and perform all of the obligations herein provided to be kept and performed by them, or either of them, then this obligation shall be null and void and of no force and effect, otherwise to be and remain in full force and effect at all times.

SIGNED, SEALED AND DELIVERED this 5th day of June, 2023.

ATTEST

[Signature]
Title

(SEAL)

Granite Re, Inc

Surety

(SEAL)

CONTRACTOR (Principal)

Bret Barnhart Jr., LLC dba Bret Barnhart Excavating

[Signature]
Title owner/manager

(SEAL)

[Signature]
Attorney In Fact , Kristin B. Lewis

(Accompany the bond with a Power of Attorney)

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint

TRAVIS E. BROWN, THOMAS C. PERRAULT, STEPHEN M. POLEMAN, VAUGHN GRAHAM, J. KELLY DEER, JOSHUA D. BRYAN, RICH HAVERFIELD, JAMIE BURRIS, VAUGHN GRAHAM, JR., DEBORAH L. RAPER, MARK D. NOWELL, KYLE BRADFORD, KENT BRADFORD, DWIGHT A. PILGRIM, SHELLI R. SAMSEL, VICKI WILSON, AUSTIN K. GREENHAW, CLAYTON HOWELL, GARY LILES, RANDY D. WEBB, BOBBY JOE YOUNG, AARON WOOLSEY, CAREY L. KENNEMER, KRISTIN B. LEWIS for the following purposes, to wit

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney, and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said.

TRAVIS E. BROWN, THOMAS C. PERRAULT, STEPHEN M. POLEMAN, VAUGHN GRAHAM, J. KELLY DEER, JOSHUA D. BRYAN, RICH HAVERFIELD, JAMIE BURRIS, VAUGHN GRAHAM, JR., DEBORAH L. RAPER, MARK D. NOWELL, KYLE BRADFORD, KENT BRADFORD, DWIGHT A. PILGRIM, SHELLI R. SAMSEL, VICKI WILSON, AUSTIN K. GREENHAW, CLAYTON HOWELL, GARY LILES, RANDY D. WEBB, BOBBY JOE YOUNG, AARON WOOLSEY, CAREY L. KENNEMER, KRISTIN B. LEWIS may lawfully do in the premises by virtue of these presents

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 3rd day of January, 2020



STATE OF OKLAHOMA)
) SS
 COUNTY OF OKLAHOMA)

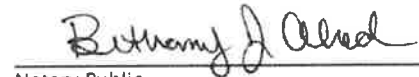

 Kenneth D. Whittington, President


 Kyle P. McDonald, Assistant Secretary

On this 3rd day of January, 2020, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney, that they each knew the seal of said corporation, that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company

My Commission Expires
 April 21, 2027
 Commission # 11003620




 Notary Public

GRANITE RE, INC.

Certificate

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect

"RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced, provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this
 5th day of June, 2023




 Kyle P. McDonald, Assistant Secretary



BRETBAR-01

KHAYNIE

CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 6/5/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Rich & Cartmill, Inc. 2738 E. 51st Street, Suite 400 Tulsa, OK 74105	CONTACT NAME: Julie Bird	
	PHONE (A/C, No, Ext): (918) 293-7148	FAX (A/C, No):
E-MAIL ADDRESS: jbird@rcins.com		
INSURED Bret Barnhart, Jr, LLC dba Bret Barnhart Excavating 700 Commercial Ave Mounds, OK 74047	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Phoenix Insurance Company	
	INSURER B: Travelers Prop Cas Co of Am	
	INSURER C: NATIONAL AMERICAN INSURANCE CO	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY ☒ PROJECT ☐ LOC ☐ OTHER	X		CO9S300607	2/1/2023	2/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ Hired AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			BA9S269949	2/1/2023	2/1/2024	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☐ EXCESS LIAB ☒ RETENTION \$ 10,000			CUP9S300908	2/1/2023	2/1/2024	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	CW39110535	2/1/2023	2/1/2024	☒ PER STATUTE ☐ OTHER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE POLICY LIMIT \$ 1,000,000
A	Leased/Rented Equip			CO9S300607	2/1/2023	2/1/2024	Limit \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Contractors Errors & Omissions with Pollution Incident Liability
 Policy number: CEO7018420045
 Carrier: Columbia Casualty Company
 Effective / Expiration Date: 2/1/2023 - 2/1/2024
 Professional RetroActive Date: 2/1/2022
 Pollution Retroactive Date: 3/3/2017
 Knowledge Date: 3/3/2017
 SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

 City of Jenks
 211 North Elm Street
 Jenks, OK 74037

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

AGENCY CUSTOMER ID: **BRETBAR-01****KHAYNIE**LOC #: **1****ADDITIONAL REMARKS SCHEDULE**Page **1** of **1**

AGENCY Rich & Cartmill, Inc.		NAMED INSURED Bret Barnhart, Jr, LLC dba Bret Barnhart Excavating 700 Commercial Ave Mounds, OK 74047	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance****Description of Operations/Locations/Vehicles:****Claims Made Limits: \$1,000,000 / 1,000,000****Project: Frazier Meadows**

Certificate Holder and those required by written contract are included as Additional Insured on a primary and non-contributory basis as respects the General Liability, including completed and ongoing operations, Auto, and Umbrella as required by written contract and subject to Insured's policy terms, conditions, & exclusions.

Thirty (30) day notice of cancellation in favor of the Certificate Holder as required by written contract and subject to Insured's policy terms, conditions, & exclusions, except in reference to non-payment cancellation, which specify a 10 day notice.

Bond No 4904135

SECTION 00420

MAINTENANCE BOND

WHEREAS, the undersigned, McGuire Brothers Construction, Inc has executed Contract dated the 23rd day of May, 2023, designated for Paving to Serve Frazier Meadows

for the City of Jenks, Jenks, Oklahoma, including all of the work mentioned and described in said Contract, and to be performed by the undersigned strictly and punctually in accordance with the terms, conditions, plans and specifications thereof,

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:
That McGuire Brothers Construction, Inc of Tulsa, OK as Principal,
and Great American Insurance Company of Tulsa, OK as Surety,
are jointly and severally, firmly held and bound unto the OWNER in the sum of ***See below*** dollars (\$ 367,778.20) lawful money of the United States of America, same being the approximate cost of the Contract herein referred to, for the payment of which sum well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents

***Three hundred sixty-seven thousand, seven hundred seventy-eight dollars and 20/100----

THE CONDITION OF THIS BOND is such that the said Principal and Surety herein named do hereby agree and bind themselves unto and guarantee the OWNER that all work done under said contract, was constructed to conform with specifications prepared by the City of Jenks and in such a manner that the same shall endure without need of any repair arising from defective workmanship or materials for a period of one year from and after the formal acceptance of said project by the City of Jenks City Council, and that at the expense of said Principal and/or Surety, all failures occurring and arising from any defect in material or workmanship within said period of one year shall be promptly repaired, within ten (10) days after notice to said Principal by letter deposited in the United States mail, addressed to said Principal at 8415 South Regency Drive, Tulsa, OK 74131 and copied to said Surety; and it being further agreed that upon the neglect, failure or refusal of the Principal to make any needed repairs or backfills upon said project or any work connected therewith within the aforesaid ten (10) day period or other city negotiated period, that the said Principal and Surety shall jointly and severally be liable to the OWNER for the costs and expenses of making such repairs or backfills, or making good such defects or imperfections.

NOW, THEREFORE, if the said Principal and Surety shall faithfully and securely keep and perform all of the obligations herein provided to be kept and performed by them, or either of them, then this obligation shall be null and void and of no force and effect, otherwise to be and remain in full force and effect at all times

SIGNED, SEALED AND DELIVERED this 23rd day of May, 2023.

CONTRACTOR (Principal)

ATTEST:

Rachey Mobley
Title Corp. Secy.

(SEAL)

Great American Insurance Company
Surety

(SEAL)

McGuire Brothers Construction, Inc
Title Pres.

(SEAL)

Jamie Burris
Attorney In Fact, Jamie Burris

(Accompany the bond with a Power of Attorney)

GREAT AMERICAN INSURANCE COMPANY®**Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740**

The number of persons authorized by
this power of attorney is not more than **Ten**

No 0 21852

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below

	Name	Address	Limit of Power
Travis E Brown	Mark Edward Long	All of	All
Jamie Burris	Thomas Perrault	Tulsa, Oklahoma	\$100,000,000
John Kelly Deer	Stephen M. Poleman		
Vaughn P. Graham	Michael J. Swanton		
Vaughn Paul Graham, Jr			
Kristin Lewis			

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 13th day of July, 2022



Atty L C. B.

Assistant Secretary

GREAT AMERICAN INSURANCE COMPANY

Mark V. Vicario

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss

MARK VICARIO (811-311-2405)

On this 13th day of July, 2022, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument, that he knows the seal of the said Company, that the seal affixed to the said instrument is such corporate seal, that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority



SUSAN A. KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2025

Susan A. Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008

RESOLVED That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof, to prescribe their respective duties and the respective limits of their authority, and to revoke any such appointment at any time

RESOLVED FURTHER That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed

CERTIFICATION

I, STEPHEN C. BERATIA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect

Signed and sealed this 23rd

day of May

, 2023



Atty L C. B.

Assistant Secretary

MCGUBRO-01

TTHARP



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 5/23/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Rich & Cartmill, Inc. 2738 E. 51st Street, Suite 400 Tulsa, OK 74105	CONTACT NAME: Danette Cox PHONE (A/C, No, Ext): (918) 293-7196 E-MAIL ADDRESS: dc Cox@rcins.com	FAX (A/C, No):
INSURER(S) AFFORDING COVERAGE		
INSURER A - Continental Ins Co		NAIC # 35289
INSURER B - Valley Forge Ins Co		20508
INSURER C - Continental Casualty Co		20443
INSURER D		
INSURER E		
INSURER F		

INSURED

 McGuire Brothers Construction Inc
 8415 South Regency Drive
 Tulsa, OK 74131

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	X COMMERCIAL GENERAL LIABILITY					
	CLAIMS-MADE X OCCUR		7018721141	7/1/2022	7/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER POLICY X PRO-JECT LOC OTHER					
B	AUTOMOBILE LIABILITY					
	X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY		7018721155	7/1/2022	7/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE		7018721169	7/1/2022	7/1/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	DED X RETENTION \$ 10,000					
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N N / A		7018721172	7/1/2022	7/1/2023	X PER STATUTE OTH-ER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					
C	Equipmt - Ded \$2,500		4022278675	7/1/2022	7/1/2023	Leased/Rented Max 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Project: Paving to Serve Frazier Meadows

CERTIFICATE HOLDER

CANCELLATION

City of Jenks
 211 N. Elm Street
 Jenks, OK 74037

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jenks | City Council Staff Report



To	Mayor Cory Box and City Council City Manager, Christopher Shrout
Hearing Date	March 12, 2024
Case Number	ROW-DOD 24-01 Aquarium Campus (High Five)
Request(s)	Vacation of Right of Way
Location	North of 101 ST on the Aquarium Campus
Applicant	Jack Tabor, TEP

Staff Report

Preparer | Marcaé Hilton

Attachments

☐ ROW Deed of Dedication Documents

Preparer

Andy Fritz, Fritz Surveying

Background Information

STAFF COMMENTARY | The City of Jenks built a road connecting the aquarium campus ring road with 101st Street. The street was not built within the platted Right of Way (ROW). Staff has worked with Fritz Surveying to start the process for immediate closure of the platted ROW with plans to permanent “Vacation of ROW” in the immediate future.

State Statute provides the guidance for closing and Vacating: *Title 11. Cities and Towns | Section 42-110 - Power to Close Public Ways or Easements by Ordinance - Reopening - Rights of Utilities*

PLANNING DATA

CURRENT ZONING	RTC (RIVERFRONT TOURIST COMMERCIAL)
ORDINANCE	1582

VACATION INFO

PARCEL ID	60804832045650
LEGAL	PRT LT 1 BEG 61.30N SWC SW TH N348.41 CRV RT SE234 CRV RT 42.12 SW111.08 POB & PRT VAC 101ST ST S ADJ ON S BLK 3
OWNER	OKLAHOMA AQUARIUM FOUNDATION
TR_SEC	8320
ACRES	0.60

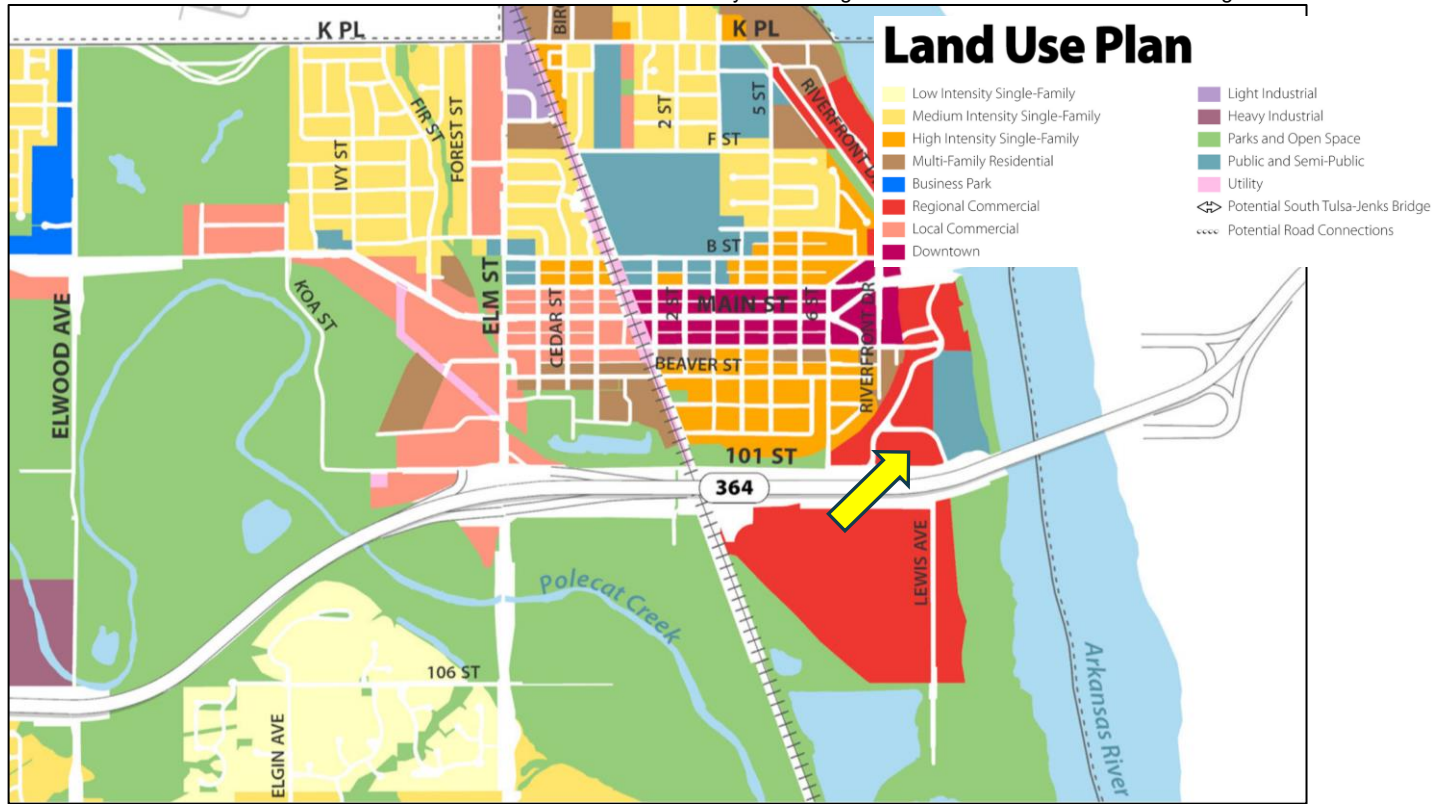


Figure 1: Regional Commercial Designation

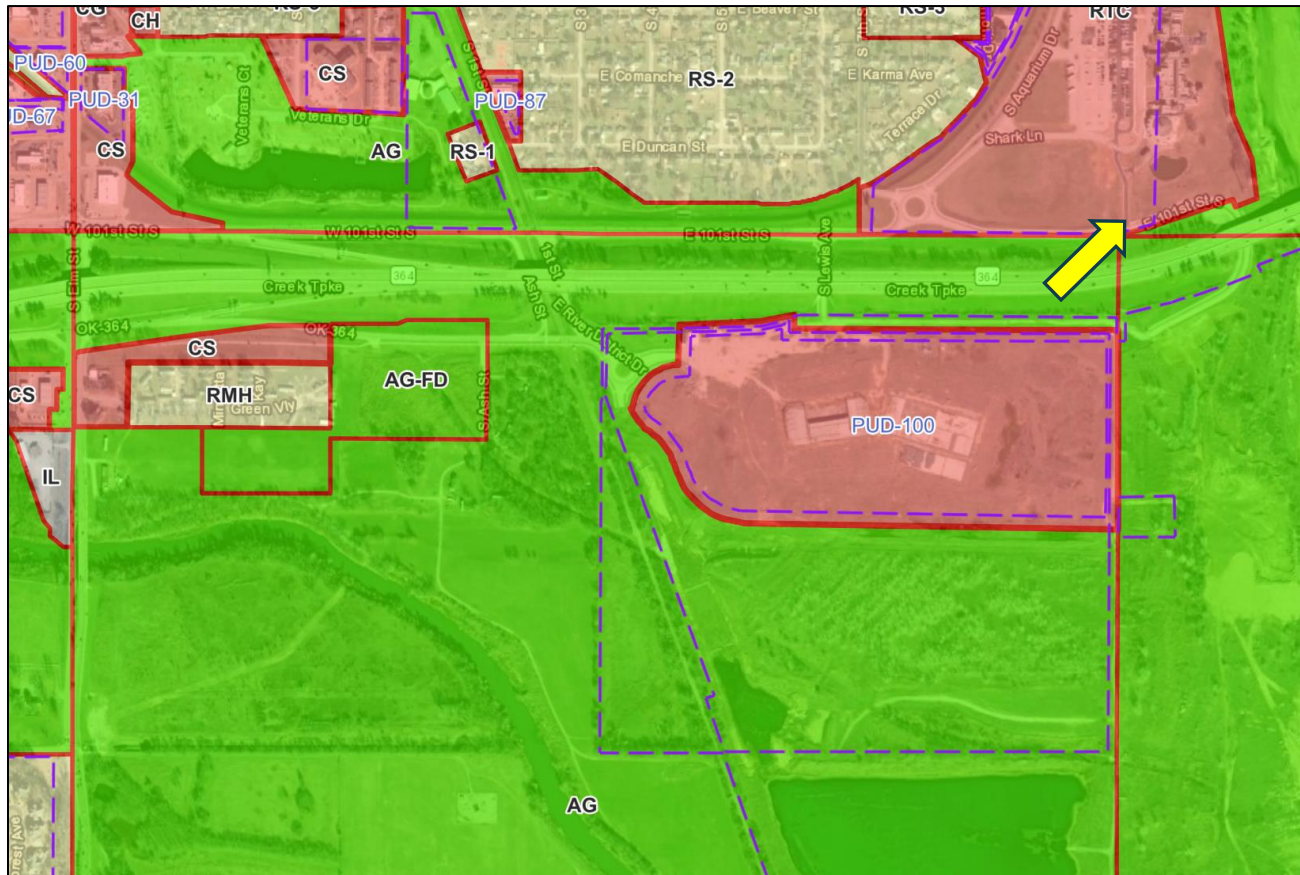


Figure 2 | Zoning map(s) of the parcel(s) in question

Staff Evaluation & Recommendation

Evaluation | This request is compatible with the Comprehensive Plan, Land Plan designation of Regional Commercial. See Exhibits for Details.

Recommendation | *Staff recommends approval of ROW-DOD 24.01 Oklahoma Aquarium Foundation Right of Way closure with ultimate vacation of unused ROW.*

**ORDINANCE NO. 1642
(ROW-UEC 24-01)**

AN ORDINANCE CLOSING TO PUBLIC USE A CERTAIN RIGHT-OF-WAY AND UTILITY EASEMENTS IN THE CITY OF JENKS PRESENTLY LOCATED NEAR LOTS ONE BLOCK THREE (3) OF THE OKLAHOMA AQUARIUM CAMPUS, ACCORDING TO RECORDED PLAT NO. 6114; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HERewith; AND PROVIDING FOR SEVERABILITY.

.....

WHEREAS, on May 7, 1984, the City Council of the City of Jenks, with the approval of Resolution 104, established procedures for the closing of a public right-of-way or easement within the City of Jenks; and

WHEREAS, the owner of certain real property has petitioned for the closure of certain easements and has an immediate need for use of the same; and

WHEREAS, the City of Jenks, Oklahoma, grantees of said certain easements, has consented to the closing and has been provided alternate rights-of-way or easements, if necessary; and

WHEREAS, a public hearing on said easement closure was held by the Jenks City Council on March 12, 2024, and due consideration has been given to any public comments; and

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

SECTION I. Pursuant to the authority granted by 11 O.S. Section 42-110, that the following described right-of-way and utility easements in the City of Jenks, Tulsa County, Oklahoma:

As described in Exhibits “A” – “C”

General Location: 300 Aquarium Dr

Are hereby closed.

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 _____ 2022

CITY OF JENKS, OKLAHOMA

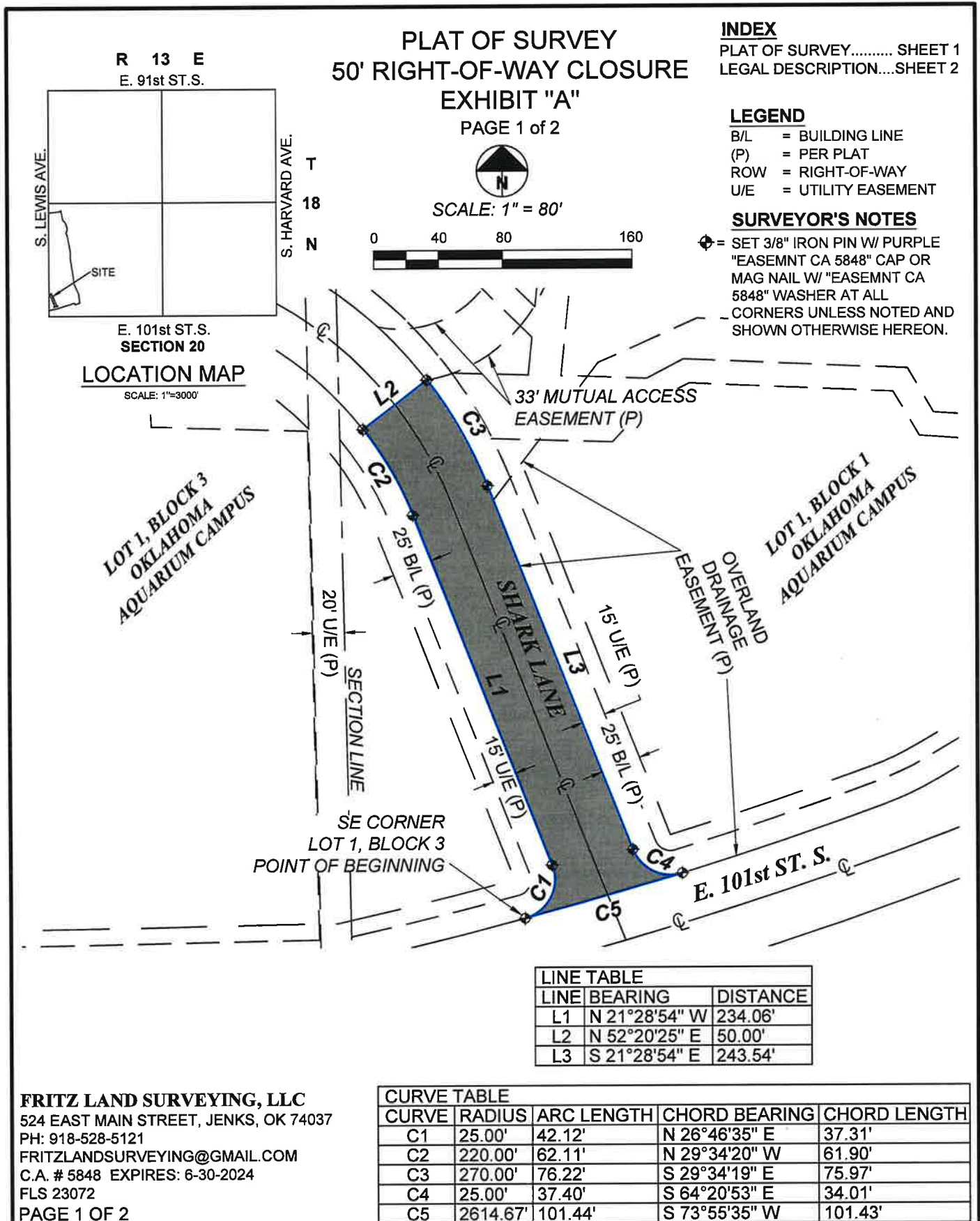
MAYOR

Attest:

CITY CLERK

Approved as to form:

CITY ATTORNEY



LEGAL DESCRIPTION 50' RIGHT-OF-WAY CLOSURE EXHIBIT "A"

PAGE 2 of 2

50' RIGHT-OF-WAY CLOSURE LEGAL DESCRIPTION:

A TRACT OF LAND THAT IS PART OF THE PLATTED RIGHT-OF-WAY SHOWN AS SHARK LANE SITUATED BETWEEN LOT ONE (1), BLOCK ONE (1) AND LOT ONE (1), BLOCK THREE (3), OKLAHOMA AQUARIUM CAMPUS, AN ADDITION TO THE CITY OF JENKS, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHERNMOST SOUTHEAST CORNER OF SAID LOT 1, BLOCK 3;
THENCE NORTHEASTERLY ALONG THE EAST LINE OF SAID LOT FOLLOWING A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 42.12 FEET, A CHORD BEARING OF NORTH 26°46'35" EAST AND A CHORD LENGTH OF 37.31 FEET;
THENCE NORTH 21°28'54" WEST A DISTANCE OF 234.06 FEET TO A POINT OF CURVATURE;
THENCE NORTHWESTERLY AND CONTINUING ALONG THE EAST LINE OF SAID LOT 1, BLOCK 3 FOLLOWING A CURVE TO THE LEFT HAVING A RADIUS OF 220.00 FEET, AN ARC LENGTH OF 62.11 FEET, A CHORD BEARING OF NORTH 29°34'20" WEST AND A CHORD LENGTH OF 61.90 FEET;
THENCE NORTH 52°20'25" EAST AND DEPARTING SAID EAST LINE A DISTANCE OF 50.00 FEET TO THE WEST LINE OF SAID LOT 1, BLOCK 1;
THENCE SOUTHEASTERLY ALONG SAID WEST LINE FOLLOWING A CURVE TO THE RIGHT HAVING A RADIUS OF 270.00 FEET, AN ARC LENGTH OF 76.22 FEET, A CHORD BEARING OF SOUTH 29°34'19" EAST AND A CHORD LENGTH OF 75.97 FEET;
THENCE SOUTH 21°28'54" EAST A DISTANCE OF 243.54 FEET TO A POINT OF CURVATURE;
THENCE SOUTHEASTERLY AND CONTINUING ALONG SAID WEST LINE FOLLOWING A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 37.40 FEET, A CHORD BEARING OF SOUTH 64°20'53" EAST AND A CHORD LENGTH OF 34.01 FEET TO THE SOUTHERNMOST SOUTHWEST CORNER OF SAID LOT 1, BLOCK 1 AND A POINT OF REVERSE CURVATURE, SAID POINT BEING ON THE NORTH RIGHT-OF-WAY LINE OF EAST 101st STREET SOUTH;
THENCE SOUTHWESTERLY ALONG SAID RIGHT-OF-WAY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 2,614.67 FEET, AN ARC LENGTH OF 101.44 FEET, A CHORD BEARING OF SOUTH 73°55'35" WEST AND A CHORD LENGTH OF 101.43 FEET TO THE SOUTHERNMOST SOUTHEAST CORNER OF SAID LOT 1, BLOCK 3 AND THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 16,960.6 SQ. FEET OR 0.39 ACRES.

BEARINGS ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, (3501 OK N), NORTH AMERICAN DATUM 1983 (NAD83).

SURVEYOR'S CERTIFICATION

FRITZ LAND SURVEYING, LLC AND THE UNDERSIGNED PROFESSIONAL LAND SURVEYOR, UNDER CERTIFICATE OF AUTHORIZATION CA #5848, DO HEREBY STATE THAT THIS PLAT OF SURVEY AND LEGAL DESCRIPTION IS A TRUE AND ACCURATE REPRESENTATION OF THE RECORD CONDITIONS AT THE TIME OF THE SURVEY. THIS PLAT OF SURVEY IS INTENDED TO ILLUSTRATE THE PROPOSED 50' WIDE RIGHT-OF-WAY CLOSURE AND FEATURES OF THE PROPERTY HAVE BEEN OMITTED FOR CLARITY. THAT THIS LEGAL DESCRIPTION IS A TRUE REPRESENTATION OF THE EASEMENT AS DESCRIBED. THIS PLAT MEETS OR EXCEEDS THE MINIMUM TECHNICAL STANDARDS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS. DATE OF LAST SITE VISIT: MARCH 28, 2023.

WITNESS MY HAND AND SEAL THIS 18th DAY OF DECEMBER, 2023.

FRITZ LAND SURVEYING, LLC
524 EAST MAIN STREET, JENKS, OK 74037
PH: 918-528-5121
FRITZLANDSURVEYING@GMAIL.COM
C.A. # 5848 EXPIRES: 6-30-2024
FLS 23072

PAGE 2 OF 2

ANDY FRITZ, PLS
OK LIC. 1694
CA #5848 EXP. 06.30.2024



23072_ROW VACATE CLOSURE REPORT
Thu Dec 14 10:23:38 2023

Northing	Easting	Bearing	Distance
376774.300	2572472.555		
Radius: 25.000	Chord: 37.312	Degree: 229°10'59" Dir: Left	
Length: 42.120	Delta: 96°31'55"	Tangent: 28.026	
Chord BRG: N 26°46'35" E	Rad-In: N 14°57'27" W	Rad-Out: S 68°30'38" W	
Radius Point: 376798.453,	2572466.103		
376807.611	2572489.365	N 21°28'54" W	234.064
377025.417	2572403.650		
Radius: 220.000	Chord: 61.901	Degree: 26°02'37" Dir: Left	
Length: 62.107	Delta: 16°10'29"	Tangent: 31.261	
Chord BRG: N 29°34'20" W	Rad-In: S 68°30'55" W	Rad-Out: S 52°20'25" W	
Radius Point: 376944.841,	2572198.937		
377079.254	2572373.101	N 52°20'25" E	50.000
377109.802	2572412.683		
Radius: 270.000	Chord: 75.972	Degree: 21°13'14" Dir: Right	
Length: 76.225	Delta: 16°10'31"	Tangent: 38.368	
Chord BRG: S 29°34'19" E	Rad-In: S 52°20'25" W	Rad-Out: S 68°30'57" W	
Radius Point: 376944.841,	2572198.937		
377043.727	2572450.177	S 21°28'54" E	243.537
376817.107	2572539.360		
Radius: 25.000	Chord: 34.011	Degree: 229°10'59" Dir: Left	
Length: 37.403	Delta: 85°43'16"	Tangent: 23.199	
Chord BRG: S 64°20'53" E	Rad-In: N 68°30'45" E	Rad-Out: N 17°12'31" W	
Radius Point: 376826.264,	2572562.623		
376802.383	2572570.019		
Radius: 2614.670	Chord: 101.429	Degree: 2°11'29" Dir: Right	
Length: 101.436	Delta: 2°13'22"	Tangent: 50.724	
Chord BRG: S 73°55'35" W	Rad-In: N 17°11'06" W	Rad-Out: N 14°57'44" W	
Radius Point: 379300.322,	2571797.489		
376774.300	2572472.555		

Closure Error Distance> 0.00000 Error Bearing> N 90°00'00" E
 Closure Precision> 1 in 19965073967.1 Total Distance> 846.891
 Polyline Area: 16960.6 sq ft, 0.39 acres

PLAT OF SURVEY..... SHEET 1
LEGAL DESCRIPTION....SHEET 2

B/L = BUILDING LINE
(P) = PER PLAT
ROW = RIGHT-OF-WAY
U/E = UTILITY EASEMENT

⊕ = SET 3/8" IRON PIN W/ PURPLE
"EASEMNT CA 5848" CAP OR
MAG NAIL W/ "EASEMNT CA
5848" WASHER AT ALL
— CORNERS UNLESS NOTED AND
SHOWN OTHERWISE HEREON.

SCALE: 1"=3000'

**LOT 1, BLOCK 3
OKLAHOMA
AQUARIUM CAMPUS**

LOT 1, BLOCK 1
OKLAHOMA
AQUARIUM CAMPUS

SECTION LINE

SHARK LANE

OVERLAND
DRAINAGE
EASEMENT (P)

E. 101st ST. S.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 21°28'54" W	243.54'
L2	S 21°28'54" E	243.54'
L3	S 17°10'36" E	15.00'

CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	25.00'	37.40'	N 64°20'53" W	34.01'
C2	270.00'	76.22'	N 29°34'19" W	75.97'
C3	98.00'	16.27'	N 75°36'53" E	16.25'
C4	285.00'	74.04'	S 28°55'35" E	73.83'
C5	10.00'	14.97'	S 64°22'26" E	13.61'

**LEGAL DESCRIPTION
15' UTILITY EASEMENT CLOSURE
EXHIBIT "B"**

PAGE 2 of 2

15' UTILITY EASEMENT CLOSURE LEGAL DESCRIPTION:

A TRACT OF LAND THAT IS PART OF LOT ONE (1), BLOCK ONE (1), OKLAHOMA AQUARIUM CAMPUS, AN ADDITION TO THE CITY OF JENKS, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHERNMOST SOUTHWEST CORNER OF SAID LOT 1, BLOCK 1;
THENCE NORTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 37.40 FEET, A CHORD BEARING OF NORTH 64°20'53" WEST AND A CHORD LENGTH OF 34.01 FEET;
THENCE NORTH 21°28'54" WEST ALONG THE WEST LINE OF SAID LOT 1 A DISTANCE OF 243.54 FEET TO A POINT OF CURVATURE;
THENCE NORTHWESTERLY AND CONTINUING ALONG SAID WEST LINE FOLLOWING A CURVE TO THE LEFT HAVING A RADIUS OF 270.00 FEET, AN ARC LENGTH OF 76.22 FEET, A CHORD BEARING OF NORTH 29°34'19" WEST AND A CHORD LENGTH OF 75.97 FEET TO THE SOUTHERLY LINE OF A PLATTED 33 FOOT WIDE MUTUAL ACCESS EASEMENT; THENCE NORTHEASTERLY ALONG SAID SOUTH LINE FOLLOWING A CURVE TO THE LEFT HAVING A RADIUS OF 98.00 FEET, AN ARC LENGTH OF 16.27 FEET, A CHORD BEARING OF NORTH 75°36'53" EAST AND A CHORD LENGTH OF 16.25 FEET; THENCE SOUTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 285.00 FEET, AN ARC LENGTH OF 74.04 FEET, A CHORD BEARING OF SOUTH 28°55'35" EAST AND A CHORD LENGTH OF 73.83 FEET; THENCE SOUTH 21°28'54" EAST AND PARALLEL WITH THE WEST LINE OF SAID LOT 1 A DISTANCE OF 243.54 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 10.00 FEET, AN ARC LENGTH OF 14.97 FEET, A CHORD BEARING OF SOUTH 64°22'26" EAST AND A CHORD LENGTH OF 13.61 FEET; THENCE SOUTH 17°10'36" EAST A DISTANCE OF 15.00 FEET TO THE SOUTHERNMOST SOUTHWEST CORNER OF SAID LOT 1, BLOCK 3 AND THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 5,169.1 SQ. FEET OR 0.12 ACRES.
BEARINGS ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, (3501 OK N), NORTH AMERICAN DATUM 1983 (NAD83).

SURVEYOR'S CERTIFICATION

FRITZ LAND SURVEYING, LLC AND THE UNDERSIGNED PROFESSIONAL LAND SURVEYOR, UNDER CERTIFICATE OF AUTHORIZATION CA #5848, DO HEREBY STATE THAT THIS PLAT OF SURVEY AND LEGAL DESCRIPTION IS A TRUE AND ACCURATE REPRESENTATION OF THE RECORD CONDITIONS AT THE TIME OF THE SURVEY. THIS PLAT OF SURVEY IS INTENDED TO ILLUSTRATE THE PROPOSED 15' UTILITY EASEMENT CLOSURE AND FEATURES OF THE PROPERTY HAVE BEEN OMITTED FOR CLARITY. THAT THIS LEGAL DESCRIPTION IS A TRUE REPRESENTATION OF THE EASEMENT AS DESCRIBED. THIS PLAT MEETS OR EXCEEDS THE MINIMUM TECHNICAL STANDARDS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS. DATE OF LAST SITE VISIT: MARCH 28, 2023.

WITNESS MY HAND AND SEAL THIS 18th DAY OF DECEMBER, 2023.

FRITZ LAND SURVEYING, LLC
524 EAST MAIN STREET, JENKS, OK 74037
PH: 918-528-5121
FRITZLANDSURVEYING@GMAIL.COM
C.A. # 5848 EXPIRES: 6-30-2024
FLS 23072

PAGE 2 OF 2

ANDY FRITZ, PLS
OK LIC. 1694
CA #5848 EXP. 06.30.2024



23072_15' UTILITY EASEMENT CLOSURE EAST
Thu Dec 14 12:45:33 2023

Northing	Easting	Bearing	Distance
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376802.383	2572570.019		
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Radius: 25.000	Chord: 34.011	Degree: 229°10'59" Dir: Right	
Length: 37.403	Delta: 85°43'16"	Tangent: 23.199	
Chord BRG: N 64°20'53" W Rad-In: N 17°12'31" W Rad-Out: N 68°30'45" E			
Radius Point: 376826.264,2572562.623			

376817.107	2572539.360		
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		N 21°28'54" W	243.537
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377043.727	2572450.177		
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Radius: 270.000	Chord: 75.972	Degree: 21°13'14" Dir: Left	
Length: 76.225	Delta: 16°10'31"	Tangent: 38.368	
Chord BRG: N 29°34'19" W Rad-In: S 68°30'57" W Rad-Out: S 52°20'25" W			
Radius Point: 376944.841,2572198.937			

377109.802	2572412.683		
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Radius: 98.000	Chord: 16.250	Degree: 58°27'54" Dir: Left	
Length: 16.269	Delta: 9°30'41"	Tangent: 8.153	
Chord BRG: N 75°36'53" E Rad-In: N 09°37'47" W Rad-Out: N 19°08'28" W			
Radius Point: 377206.421,2572396.290			

377113.839	2572428.424		
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Radius: 285.000	Chord: 73.831	Degree: 20°06'14" Dir: Right	
Length: 74.039	Delta: 14°53'04"	Tangent: 37.229	
Chord BRG: S 28°55'35" E Rad-In: S 53°37'53" W Rad-Out: S 68°30'57" W			
Radius Point: 376944.841,2572198.937			

377049.220	2572464.135		
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		S 21°28'54" E	243.536
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376822.601	2572553.318		
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Radius: 10.000	Chord: 13.610	Degree: 0°57'26" Dir: Left	
Length: 14.969	Delta: 85°45'55"	Tangent: 9.287	
Chord BRG: S 64°22'26" E Rad-In: N 68°30'32" E Rad-Out: N 17°15'23" W			
Radius Point: 376826.264,2572562.623			

376816.714	2572565.589		
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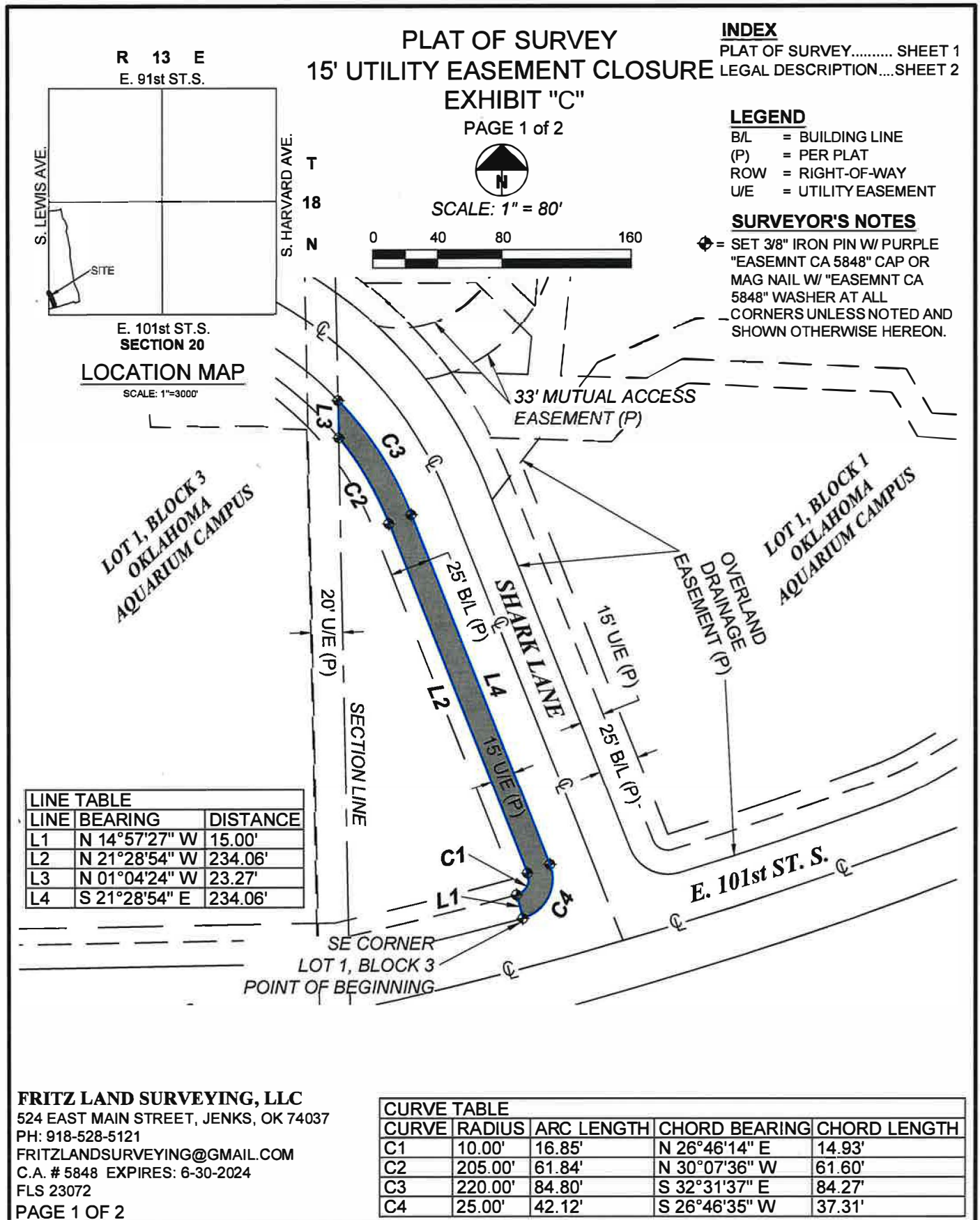
		S 17°10'36" E	15.000
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376802.383	2572570.019		
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Closure Error Distance> 0.00000

Total Distance> 720.977

Polyline Area: 5169.1 sq ft, 0.12 acres



**LEGAL DESCRIPTION
15' UTILITY EASEMENT CLOSURE
EXHIBIT "C"**

PAGE 2 of 2

15' UTILITY EASEMENT CLOSURE LEGAL DESCRIPTION:

A TRACT OF LAND THAT IS PART OF LOT ONE (1), BLOCK THREE (3), OKLAHOMA AQUARIUM CAMPUS, AN ADDITION TO THE CITY OF JENKS, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHERNMOST SOUTHEAST CORNER OF SAID LOT 1, BLOCK 3;
THENCE NORTH 14°57'27" WEST A DISTANCE OF 15.00 FEET;
THENCE NORTHEASTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 10.00 FEET, AN ARC LENGTH OF 16.85 FEET, A CHORD BEARING OF NORTH 26°46'14" EAST AND A CHORD LENGTH OF 14.93 FEET;
THENCE NORTH 21°28'54" WEST AND PARALLEL WITH THE EAST LINE OF SAID LOT 1 A DISTANCE OF 234.06 FEET TO A POINT OF CURVATURE;
THENCE NORTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 205.00 FEET, AN ARC LENGTH OF 61.84 FEET, A CHORD BEARING OF NORTH 30°07'36" WEST AND A CHORD LENGTH OF 61.60 FEET;
THENCE NORTH 01°04'24" WEST A DISTANCE OF 23.27 FEET TO THE NORTHEASTERLY LINE OF SAID LOT 1;
THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY LINE FOLLOWING A CURVE TO THE RIGHT HAVING A RADIUS OF 220.00 FEET, AN ARC LENGTH OF 84.80 FEET, A CHORD BEARING OF SOUTH 32°31'37" EAST AND A CHORD LENGTH OF 84.27 FEET TO THE EAST LINE OF SAID LOT 1;
THENCE SOUTH 21°28'54" EAST ALONG SAID EAST LINE A DISTANCE OF 234.06 FEET TO A POINT OF CURVATURE;
THENCE SOUTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 42.12 FEET, A CHORD BEARING OF SOUTH 26°46'35" WEST AND A CHORD LENGTH OF 37.31 FEET TO THE SOUTHERNMOST SOUTHEAST CORNER OF SAID LOT 1 AND THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 5,055.2 SQ. FEET OR 0.12 ACRES.

BEARINGS ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, (3501 OK N), NORTH AMERICAN DATUM 1983 (NAD83).

SURVEYOR'S CERTIFICATION

FRITZ LAND SURVEYING, LLC AND THE UNDERSIGNED PROFESSIONAL LAND SURVEYOR, UNDER CERTIFICATE OF AUTHORIZATION CA #5848, DO HEREBY STATE THAT THIS PLAT OF SURVEY AND LEGAL DESCRIPTION IS A TRUE AND ACCURATE REPRESENTATION OF THE RECORD CONDITIONS AT THE TIME OF THE SURVEY. THIS PLAT OF SURVEY IS INTENDED TO ILLUSTRATE THE PROPOSED 15' UTILITY EASEMENT CLOSURE AND FEATURES OF THE PROPERTY HAVE BEEN OMITTED FOR CLARITY. THAT THIS LEGAL DESCRIPTION IS A TRUE REPRESENTATION OF THE EASEMENT AS DESCRIBED. THIS PLAT MEETS OR EXCEEDS THE MINIMUM TECHNICAL STANDARDS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS. DATE OF LAST SITE VISIT: MARCH 28, 2023.

WITNESS MY HAND AND SEAL THIS 18th DAY OF DECEMBER, 2023.

FRITZ LAND SURVEYING, LLC
524 EAST MAIN STREET, JENKS, OK 74037
PH: 918-528-5121
FRITZLANDSURVEYING@GMAIL.COM
C.A. # 5848 EXPIRES: 6-30-2024
FLS 23072

PAGE 2 OF 2

ANDY FRITZ, PLS
OK LIC. 1694
CA #5848 EXP. 06.30.2024



23072_15' UTILITY EASEMENT CLOSURE WEST
Thu Dec 14 12:08:50 2023

Northing	Easting	Bearing	Distance
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376774.300	2572472.555		
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		N 14°57'27" W	15.000
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376788.792	2572468.684		
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Radius: 10.000	Chord: 14.926	Degree: 0°57'28"	Dir: Left
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Length: 16.850	Delta: 96°32'38"	Tangent: 11.213	
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Chord BRG: N 26°46'14" E	Rad-In: N 14°57'27" W	Rad-Out: S 68°29'55" W	
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Radius Point: 376798.453,2572466.103			
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376802.118	2572475.407		
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		N 21°28'54" W	234.064
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377019.924	2572389.692		
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Radius: 205.000	Chord: 61.603	Degree: 27°56'57"	Dir: Left
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Length: 61.837	Delta: 17°16'59"	Tangent: 31.155	
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Chord BRG: N 30°07'36" W	Rad-In: S 68°30'54" W	Rad-Out: S 51°13'55" W	
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Radius Point: 376944.841,2572198.937			
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377073.205	2572358.772		
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		N 01°04'24" W	23.269
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377096.471	2572358.337		
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Radius: 220.000	Chord: 84.273	Degree: 26°02'37"	Dir: Right
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Length: 84.797	Delta: 22°05'03"	Tangent: 42.931	
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Chord BRG: S 32°31'37" E	Rad-In: S 46°25'52" W	Rad-Out: S 68°30'55" W	
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Radius Point: 376944.841,2572198.937			
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377025.417	2572403.650		
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		S 21°28'54" E	234.064
--	--	---------------	---------

376807.611	2572489.365		
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Radius: 25.000	Chord: 37.312	Degree: 229°10'59"	Dir: Right
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Length: 42.120	Delta: 96°31'55"	Tangent: 28.026	
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Chord BRG: S 26°46'35" W	Rad-In: S 68°30'38" W	Rad-Out: N 14°57'27" W	
--------------------------	-----------------------	------------------------	--

Radius Point: 376798.453,2572466.103			
--------------------------------------	--	--	--

376774.300	2572472.555		
------------	-------------	--	--

Closure Error Distance> 0.00000 Error Bearing> N 90°00'00" E

Closure Precision> 1 in 6116056597447.8 Total Distance> 712.003

Polyline Area: 5055.2 sq ft, 0.12 acres

SUP 43

6. Off-Street Parking: Off Street Parking Stalls shall be installed in accordance with City of Jenks Zoning Code Requirements. Shared or Common Parking Stalls shall be allowed with contractual agreements with the principal owners of the lots to be shared and with any lease holder greater than 10 years. Off Street Parking Stalls developed under the 96th Street and Pedestrian Bridges shall be included within totals for Lot 4 Block 1 "Oklahoma Aquarium Campus.

UDO

- (7) *Agreement.* The applicant(s) shall provide a copy of the executed shared parking agreement prior to the City Council's authorization of a shared parking facility permit.
- (a) Shared parking agreements shall have a term of not less than five years, including any renewals at the option of the lessee.
- (b) Authorization of the shared parking facility will continue in effect only as long as the agreement, binding on all parties, remains in force. Should the agreement cease to be in force, parking must be provided as otherwise required by this section.

ENCROACHED AREA LEGAL DESCRIPTION: LEGAL PRT LT 1 BEG 61.30N SWC SW TH N348.41 CRV RT SE234 CRV RT 42.12 SW111.08 POB & PRT VAC 101ST ST S ADJ ON S BLK 3

ZONE TYPE RTC | River Tourist Commercial

ORDINANCE 1582

SUBDIVISION OKLAHOMA AQUARIUM CAMPUS

ACCT_NUM 60804832045650

LEGAL PRT LT 1 BEG 61.30N SWC SW TH N348.41 CRV RT SE234 CRV RT 42.12 SW111.08
POB & PRT VAC 101ST ST S ADJ ON S BLK 3

OWNER OKLAHOMA AQUARIUM FOUNDATION

TR_SEC 8320

GROSS ACRES 0.60

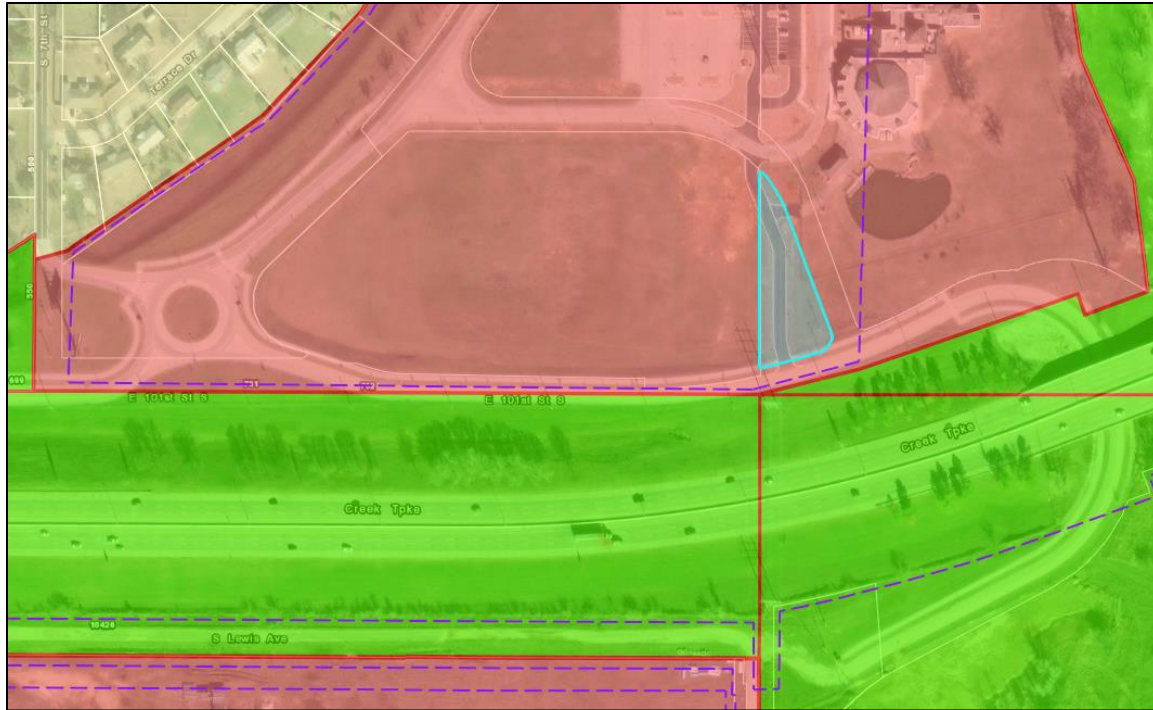


Figure 1: OAF/ HIGH FIVE ENCROACHMENT AREA

	AQUARIUM		HIGH FIVE	Parking Ratio	Area/QTY	Parking count	FOOD HALL		
TOTAL SQ FT OF DEVELOPMENT (Size of the proposed development)			175,223 SF						
TOTAL SQ FT OF INDOOR SPACE			43,350 SF						
TOTAL SQ FT OF OUTDOOR SPACE			43,479 SF						
USE TYPE (Type of the proposed development as identified in UDO)			General Entertainment						
Composition of tenants/use by %									
INDOOR USES									
			Indoor Amusement	1/150	9,135 SF	61			
			Restaurant	1/300	1,992 SF	7			
			Bar	1/300	2,310 SF	8			
			Bowling	3/Lane	24 Lanes	72			
			Office	1/300	461 SF	2			
OUTDOOR USES									
			Mini Golf	2/Hole	36 Holes	72			
Total Parking required						222			
Total parking provided						190			
Anticipated rate of parking turnover									
Anticipated parking loads for all uses that will be sharing parking spaces.									
hourly									
peak									
Anticipated traffic loads for all uses that will be sharing parking spaces.									
hourly									
peak									

Figure 2: SAMPLE PARKING STUDY

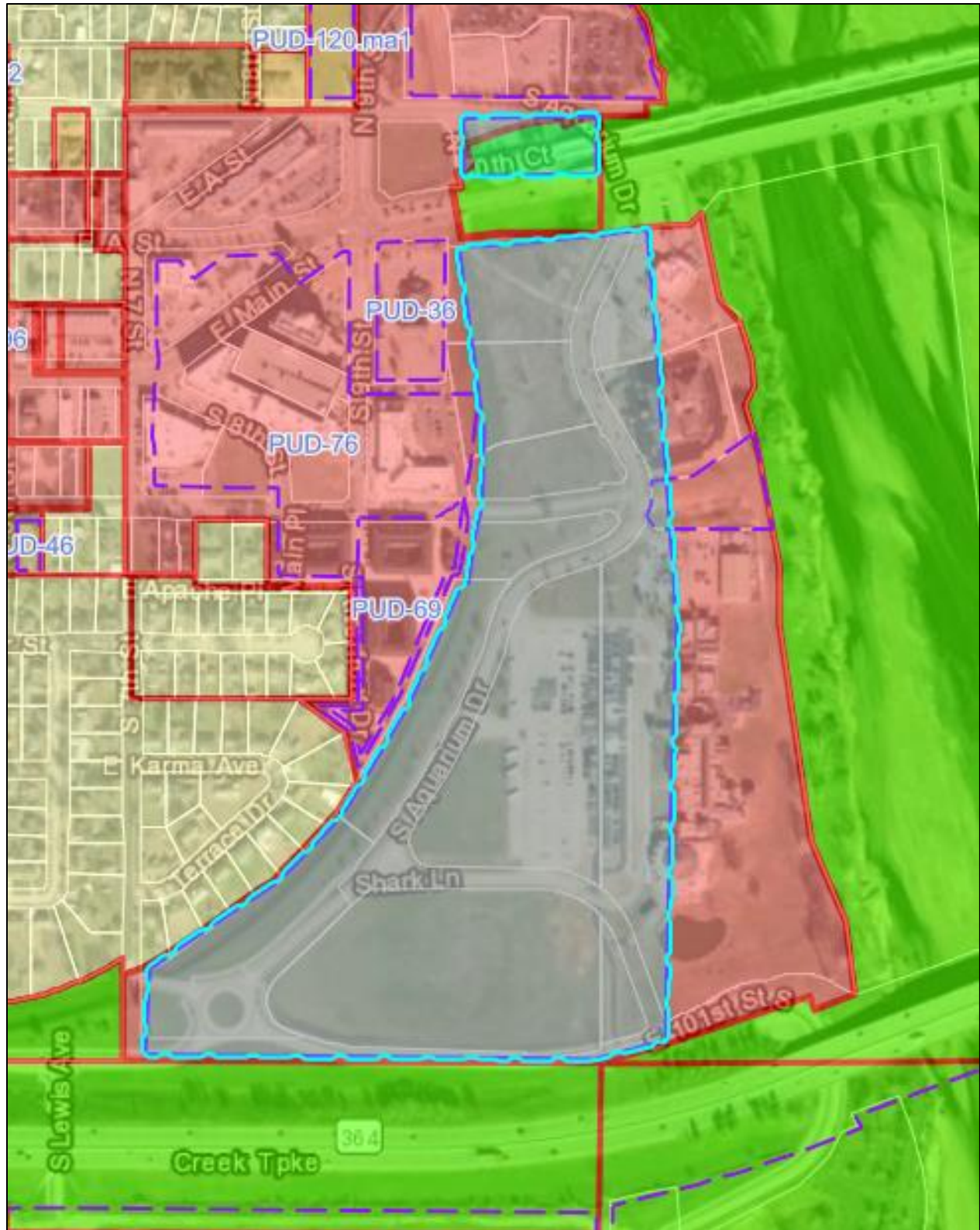


Figure 3: SUP 43 GENERAL BOUNDARY

ENCROACHMENT AGREEMENT

STATE OF OKLAHOMA)
)
 COUNTY OF TULSA) ss.

THIS ENCROACHMENT AGREEMENT ("Agreement") is made and entered into on this _____ day of _____, 2024 ("Effective Date") by and between HD5 Entertainment, LLC ("Licensee") and the City of Jenks, an Oklahoma municipal corporation, ("City").

RECITALS

A. HD5 Entertainment, LLC ("Licensee"), is under contract to become the owner of Property described on Exhibit "B" attached hereto pursuant to the Disposition and Economic Development Agreement approved by the Jenks City Council on October 17, 2023 on which Licensee will develop a High 5 Entertainment venue; and

B. The City owns the north-south public street which runs adjacent to and east of the High 5 Property (the "City ROW"); and

C. Licensee is building a row of parking spaces to serve the High 5 Entertainment venue which encroaches upon City ROW as show on Exhibit "A" hereto ("Encroached Area").

D. In addition, Licensee is building thirty-one (31) street-parking spaces in the City ROW that will be used by High 5 customers as well as the general public.

NOW, THEREFORE, for good consideration, the receipt and sufficiency of which are hereby acknowledged, City hereby grant and convey to Licensee the right to encroach upon the Encroached Area according to the following terms and conditions.

I. SHARED PARKING AGREEMENT

1. Licensee shall construct parking in accordance with Exhibit "A" hereto in compliance with all applicable laws and regulations and all specifications provided by the City.

2. As shown on Exhibit "A", Licensee shall construct 31 street-parking spaces in City ROW in and along the north-south public street and shall dedicate those spaces for public use. Upon acceptance, those spaces will be maintained by the City.

II. ENCROACHMENT AGREEMENT

1. The City hereby gives on the conditions set forth herein, its permission to Licensee to construct, use, operate and maintain a portion of its parking lot on the Encroached Area ("the Encroachment"). Such permission is given on the express understanding and condition, and

Licensee hereby acknowledges, that the Encroachment is a permissive use which is revocable by the City on the terms and conditions set forth herein.

2. Licensee shall construct, use, operate and maintain the Encroachment in a safe and proper manner at all times and hereby acknowledge that the use, operation and maintenance of the Encroachment shall never become the basis of a prescriptive right, easement or title to any portion of the Encroached Area or any interest in the Encroached Area and shall never be or deemed to be a reduction, termination, or modification of any kind of the Encroached Area or any portion thereof or of City ROW or any interest or right therein. Licensee further acknowledges that the construction, use, operation and maintenance of the Encroachment located on the City ROW shall be enjoyed as a permissive right only.

3. The Licensee is solely responsible for replacement of any improvements or landscaping at its cost if the City has to excavate within the Encroached Area for repairs.

4. Licensee shall not do or permit to be done any of the following acts on said Encroached Area of any portion thereof: (a) expand or add to the Encroachment, or (b) construct or erect any additional encroachments or other structures in City ROW.

5. Licensee's Duty to Maintain. The Licensee shall keep and maintain the Encroached Area in such safe, sanitary, and sightly condition as shall be satisfactory to City, and otherwise in compliance with applicable submittals and regulations relating to the use proposed in this Encroachment Agreement.

6. No Liens on Premises. Licensee shall promptly pay any contractors hired for installation, repair, or maintenance of improvements on the Encroached Area and City ROW, and shall not permit or allow the placement of any lien upon the City ROW. Licensee shall promptly pay and discharge any and all liens arising out of any construction, alteration, or repair work done, or suffered or permitted to be done, by Licensee on the City ROW.

7. Licensee hereby indemnifies 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 and its work in the City ROW.

8. 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.

9. This agreement and the exhibits attached hereto constitute the full and complete agreement between the City and Licensee 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.

10. 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 _____, 2024.

HD5 ENTERTAINMENT, LLC

Scott Emley, President, HD5 Entertainment, LLC

Before me, the undersigned, a Notary Public in and for said County and State, on this ____ day of _____, 2024, personally appeared Scott Emley as President of **HD5 Entertainment, LLC.**, 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: _____

Approved by City Council on this _____ day of _____, 2024.

Signed this _____ day of _____, 2024.

CITY OF JENKS

Cory Box, Mayor

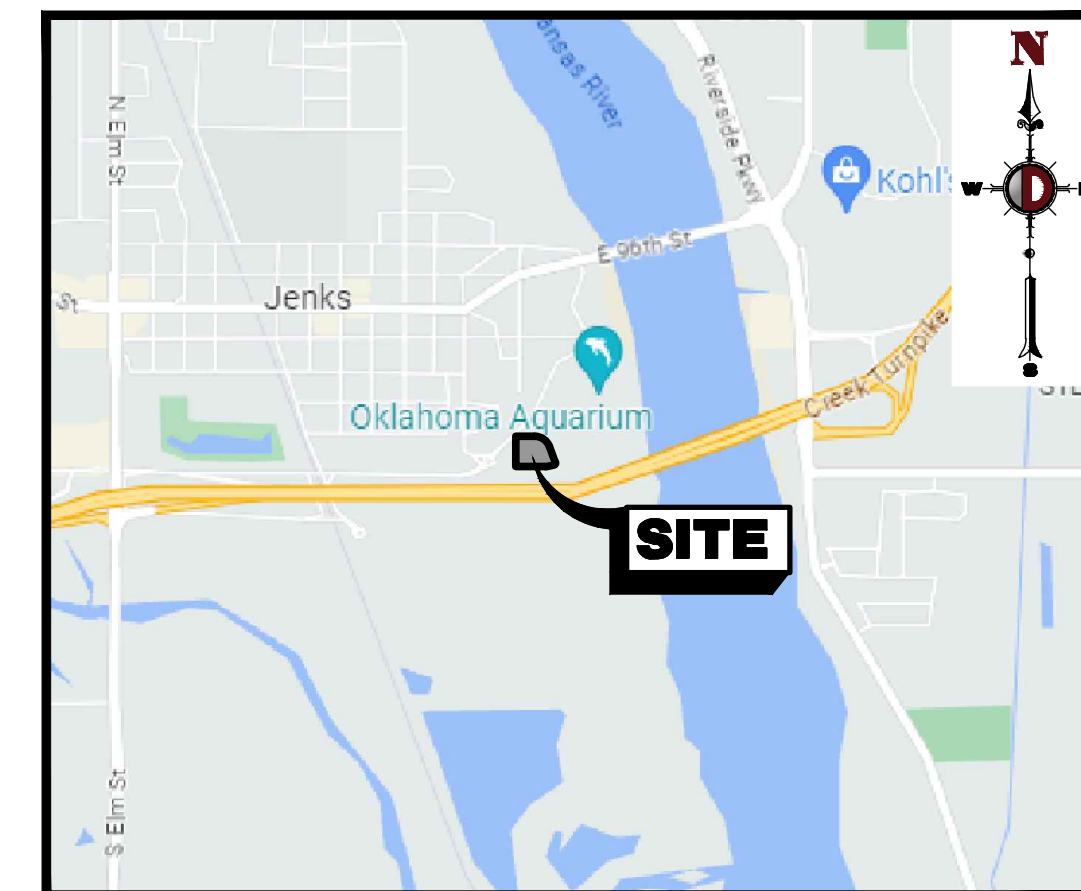
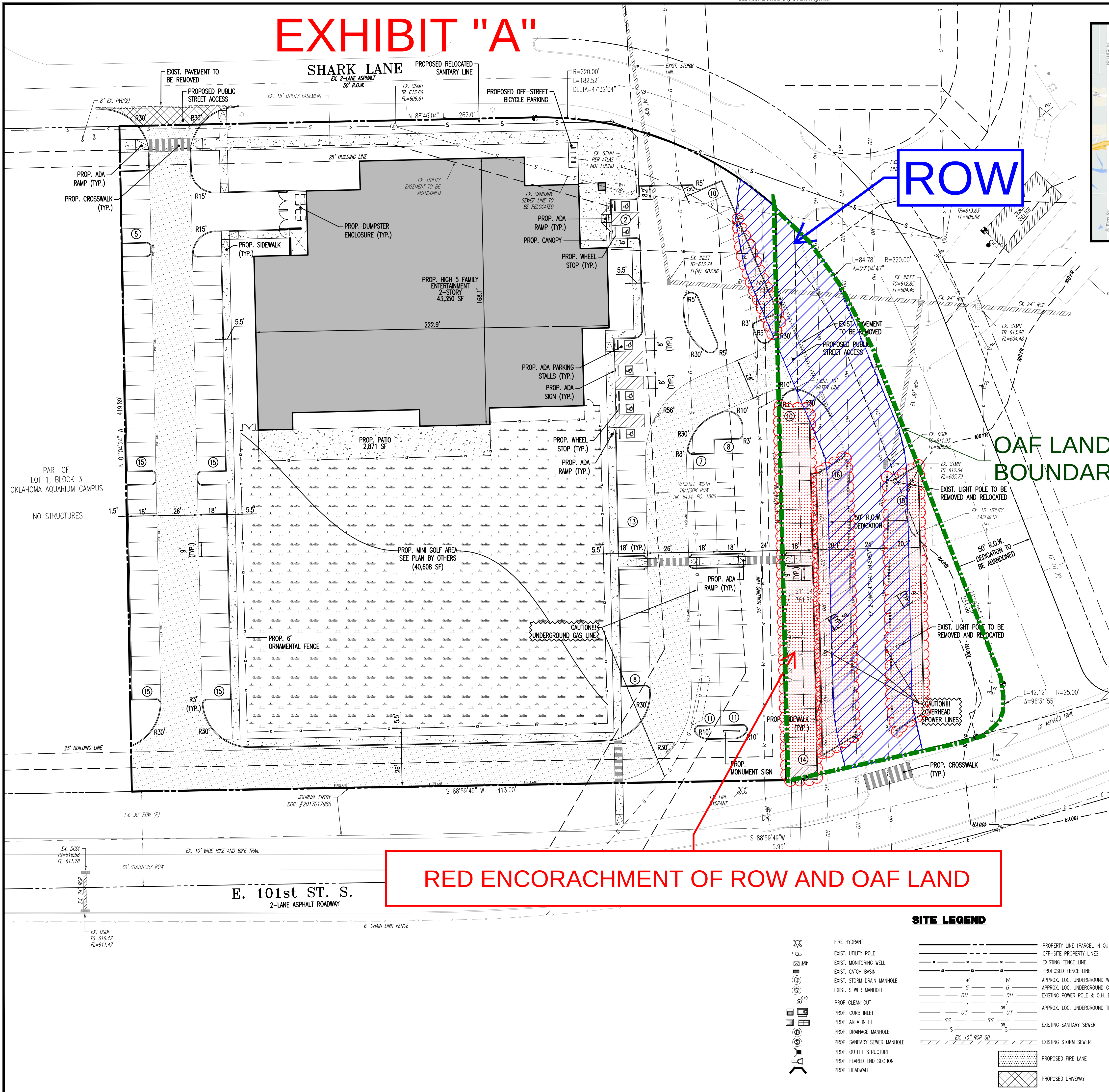
Before me, the undersigned, a Notary Public in and for said County and State, on this _____ day of _____, 2024, personally appeared _____, Mayor of the City of Jenks, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same 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"



VICINITY MAP
N.T.S.

GENERAL NOTES

1. WHEREVER THE WORD "CITY" APPEARS HEREIN THE SAME SHALL CONCLUSIVELY BE DEEMED TO MEAN THE CITY OF JENKS, OKLAHOMA UNLESS THE CONTEXT CLEARLY DICTATES OTHERWISE.
2. ALL CONSTRUCTION ACTIVITIES ON PRIVATE PROPERTY WILL REQUIRE OTHER PERSON APPROVAL. CONTRACTOR, UPON NEEDING TO DO ANY CONSTRUCTION ACTIVITIES ON PROPERTY OTHER THAN THE DEVELOPERS (I.E. OTHER PROPERTY OWNERS, CITY OF JENKS, CITY OF TULSA, TULSA COUNTY, ETC.) SHALL LEAVE THE PROPERTY IN THE SAME OR BETTER CONDITIONS.
3. CONTRACTOR AND ALL RELATED CONSTRUCTION ACTIVITIES WILL BE REQUIRED TO MAINTAIN NORMAL WORKING HOURS IF SIGNIFICANT PUBLIC REQUEST IS MADE TO THE CITY IN THIS REGARD.
4. A PRE-CONSTRUCTION MEETING IS REQUIRED AND CAN BE COORDINATED WITH CITY STAFF AT (918) 556-7467. FIVE (5) 11X17 SETS OF FINAL PLANS ARE TO BE PROVIDED AT THE TIME OF THE MEETING.
5. CONDITIONS SET FORTH WITHIN THE EARTH CHANGE PERMIT REMAIN VALID THROUGHOUT ALL CONSTRUCTION ACTIVITIES AND DEVELOPMENT SEQUENCES OF THIS DEVELOPMENT.
6. NO CONSTRUCTION ACTIVITIES ON THE WATER AND SANITARY SEWER SYSTEMS ARE PERMITTED UNTIL THE CITY ENGINEER'S OFFICE HAS RECEIVED A COPY OF THE IDEO "PERMIT TO CONSTRUCT" AND AUTHORIZATION TO PROCEED WITH THE WATER SYSTEM AND SANITARY SYSTEMS HAS BEEN PROVIDED BY THE CITY ENGINEER.
7. ALL CONSTRUCTION SHALL BE IN STRICT ACCORDANCE WITH THE CURRENT CITY OF JENKS, DEPARTMENT OF PUBLIC WORKS, ENGINEERING DEPARTMENT STANDARDS AND SPECIFICATIONS AND THE 2019 EDITION OF THE OKLAHOMA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION AND AS MAY BE SUCCESSIVELY REVISED, UPDATED AND ADDED.
8. EASEMENTS, BUILDING STRUCTURES, RIGHTS-OF-WAY, SLOANS, LIGHTING, LANDSCAPING AND OTHER APPURTENANCES ARE DESIGNED TO BE IN COMPLIANCE WITH THE CONDITIONS SET FORTH BY THE CITY PLANNER, PLANNING COMMISSION AND CITY COUNCIL. ALL DESIGN PLANS FOR WATER DISTRIBUTION, SANITARY SEWER COLLECTION, ROADWAY AND STORM WATER SYSTEMS CONSTRUCTION INSTALLATION SHALL MEET OR EXCEED THE CITY OF JENKS CONSTRUCTION STANDARDS AND MUNICIPAL POLICY AND ARE IN COMPLIANCE WITH CITY OF JENKS STANDARDS.
9. ALL PREVIOUS CONDITIONS SET FORTH WITHIN THE EARTH CHANGE PERMIT REMAIN VALID THROUGHOUT ALL OF THE CONSTRUCTION ACTIVITIES AND DEVELOPMENT SEQUENCES OF THIS DEVELOPMENT.
10. THE CONTRACTOR AND ANY OTHER SUBCONTRACTORS UNDER SEPARATE CONTRACT (S) ARE REQUIRED TO ATTEND A PRE-CONSTRUCTION MEETING WITH THE CITY OF JENKS STAFF. SUCH A MEETING IS REQUIRED BEFORE ANY INFRASTRUCTURE CONSTRUCTION IS PERFORMED. THE CITY OF JENKS HAS NOT APPROVE CONSTRUCTION ACTIVITIES TO PROCEED UNTIL THIS MEETING IS HELD. SUCH MEETINGS WILL ALSO BE MANDATORY, UPON THE CITY OF JENKS REQUEST, DURING THE CONSTRUCTION PROCESS SHOULD THE CITY OF JENKS DETERMINE IT TO BE NECESSARY.
11. SITE GRADING SHALL BE PERFORMED IN A MANNER CONCURRENT WITH THE STORM WATER POLLUTION PREVENTATION PLAN (SWPP3) PREVIOUSLY SUBMITTED FOR THIS PROJECT.
12. ALL EXCAVATED AREAS WITHIN THE DETENTION POND BANKS ABOVE THE WATER LINE, RIGHTS-OF-WAY, PARKS AND DRAINAGE WAYS SHALL HAVE GROUND COVER (E.G. 300 OR HYDRO-MULCH) INSTALLED IMMEDIATELY FOLLOWING FINAL WATER PUMP PER CODE D410.1. ALL GROUND COVER SHALL BE MAINTAINED AND WATERED UNTIL WELL ESTABLISHED.

PROPERTY OWNER/DEVELOPER

HIGH 5 ENTERTAINMENT
BRAD LITTLE
1502 RANCH ROAD 620 SOUTH
AUSTIN, TX 78734
EMAIL: BRAD@BOWLHIGHFIVE.COM

ARCHITECT

FITZGERALD ASSOCIATES ARCHITECTS & DESIGN CONSULTANTS
3900 N. SANTA FE AVENUE
OKLAHOMA CITY, OK 73118
T: 405-521-8999

CIVIL ENGINEERS

DYNAMIC ENGINEERING CONSULTANTS, PC
JOSHUA EDGE, PE
714 S. GREENVILLE AVENUE, SUITE 100
ALLEN, TX 75002
T: 972-534-2100
EMAIL: JEDGE@DYNAMICCEC.COM

BENCHMARKS

BEARINGS ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, (3501 OK N), NORTH AMERICAN DATUM 1983 (NAD83).

TOPOGRAPHIC INFORMATION SHOWN HEREON IS RELATIVE TO NAVD 1988 DATUM USING
ADS CONTROL STATION #52, ELEVATION = 622.9630' AS THE PRIMARY BENCHMARK. SITE
BENCHMARK AS SHOWN HEREON. CONTOUR INTERVAL IS 1'.

SITE DATA TABLE

Item	Description		
Zoning (from zoning map)	RTC, Commercial		
Land Use (from Zoning Ordinance)	General Entertainment, indoor		
Lot Area (square feet & acres)	4.02 acres, 175,223 SF		
Miniature Golf Area	40,608 SF, 0.93 acres		
Building Height	2-Story		
Front Setback, maximum (ft)	60 ft		
Exterior Side, maximum (ft)	60 ft		
Building Standard, height (ft) (from City Standards)	85 ft		
Impervious surface coverage (from City Standards)	70%		
Parking Ratios			Spaces
	Area/QTY	Ratio	
Bowling	24 Lanes	36/lane	72
Indoor Amusement	9,135 SF	1/150	61
Bar	2,310 SF	1/300	8
Restaurant	1,992 SF	1/300	7
Office	461 SF	1/300	2
Miniature Golf	36 holes	2H/ole	72
Provided ADA Parking			7 on-site spaces
Required ADA Parking			7
Minimum Parking Stall Size			9' x 18'
Total Required			222
Total Provided	190 on-site spaces and 32 spaces shared with Oklahoma Aquarium		

*ADDITIONAL SHARED MONUMENT SIGN SHALL INCLUDE SIGNAGE FOR HIGH 5. EXACT LOCATION TO BE DETERMINED IN THE FUTURE AFTER COORDINATION WITH OKLAHOMA AQUARIUM AND CITY OF JENKS.

GRAPHIC SCALE

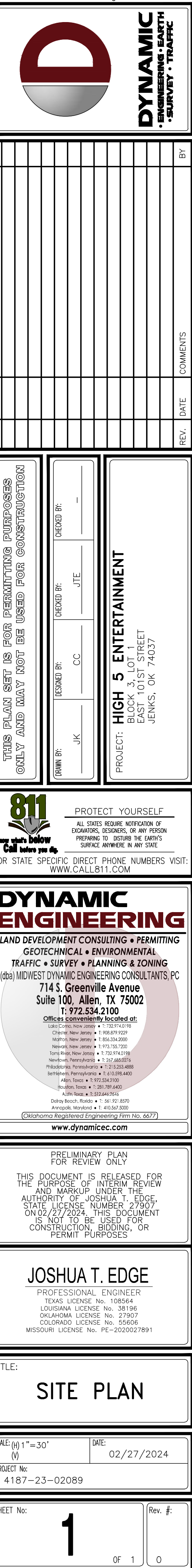
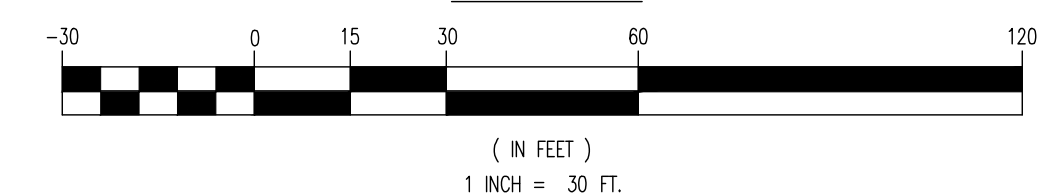


EXHIBIT "B"
LEGAL DESCRIPTION

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).



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, P. E., CFM, City Engineer**

Date: **March 26, 2024**

Subject: **Tulsa-Jenks Multi-Modal Safety RAISE Project – INCOG Project Agreement**

In April 2022, the Indian Nations Council of Governments (INCOG) and the Muscogee Nation submitted an application for the Tulsa-Jenks Multi-Modal Safety Project as part of the Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Program (see attached application). On April 7, 2022, the City of Jenks provided a Letter of Support for this application and committed \$1.05 million of local funding which was approved by Jenks voters in 2016 through the Vision Jenks Capital Improvement Program (see attached letter). INCOG was awarded this project and entered into an agreement with the Federal Highway Administration (FHWA) on January 3, 2024 (see attached agreement between INCOG and FHWA). INCOG is responsible for the management and construction of the Tulsa-Jenks Multi-Modal Safety Project (Project) and the City of Jenks is a beneficiary and sub-recipient of this project. Therefore, INCOG created an agreement between the City of Jenks and INCOG to administer the funding, timing and federal reporting of the design and construction of the project.

The Project will provide a multi-modal trail system that separates bicycles and pedestrians from motorized traffic along the west bank of the Arkansas River. The City of Jenks is responsible for the design and construction of the trail from the north city limits on the west side of the Arkansas River to the Riverwalk Crossing at 96th Street and from 96th Street to approximately 104th Street where the low water dam crossing is to be constructed. The trail system in question will consist of two parallel trails, one for bicycles and one for pedestrians and each trail will be 8 to 10 feet wide.

According to the agreement, the federal funding for the Project will account for up to 80% of the cost of the Project. Total cost of the project has been estimated to be \$5,250,000.00. Federal funding has been approved in an amount of 80% of the total cost (\$4,200,000.00) and the local city match will contribute 20% of the total cost (\$1,050,000.00). The local portion of the funding will be paid by the Vision Sales Tax Fund (Account No. 33-750-5393 – Jenks Vision Tax Projects – Trail Connection to Riverwalk Crossing).

Attached is the Project Agreement provided by INCOG. The Project Agreement contains terms that describe the following process:

1. The City will procure professional engineering services in accordance with local, state, and federal regulations and the professional engineer will develop Plans, Specifications and Estimates (PS&E) for the Project.

Tulsa-Jenks Multi-modal Safety RAISE Project
INCOG Project Agreement

2. Progress payments will be made to the City by INCOG upon receipt of a properly executed claim form, approved by INCOG and FHWA, accompanied by suitable evidence of the completion of the work claimed, as detailed in the engineering contract.
3. Oklahoma Department of Transportation (ODOT) will conduct the environmental studies and prepare the National Environmental Protection Act (NEPA) documents as required by federally funded projects.
4. The City will certify to INCOG prior to establishing a letting date that all existing utility facilities have been properly adjusted in full accordance with ODOT's Right-of-Way and Utilities Division policies and procedures.
5. INCOG will reimburse the City for 80% of expenses incurred and paid by the City as detailed on Project invoices for design and construction, subject to total reimbursement not-to-exceed \$4,200,00.

Upon completion of the PS&E documents, the project will be let for public bidding and the contractor will be paid by the City. The project will be funded by the FY23-24 Budget. The City will make reimbursement requests to INCOG up to the maximum amount of \$4,200,000 and pay the remainder from the mentioned account in the FY23-24 Budget.

Staff requests approval of the funding agreement for design and installation of multi-modal trail along the west bank of the Arkansas River from the north limit of Jenks to approximately 104th Street with the Indian Nations Council of Governments (INCOG) and authorize the Mayor to execute the document; the total cost of the project has been estimated to be \$5,250,000.00 (Federal funding approved in an amount of \$4,200,000.00 (80%) and the City will contribute \$1,050,000.00 (20%)); the funding for this project is be provided in the FY23-24 Budget (Account No. 33-750-5393 – Jenks Vision Tax Projects – Trail Connection to Riverwalk Crossing).

Attachments:

INCOG Project Agreement

2022 RAISE Application

Letter of Support – Mayor Box

INCOG/FHWA RAISE 2022 Grant Agreement

**INDIAN NATIONS COUNCIL OF GOVERNMENTS (INCOG)
PROJECT FINANCING, SUBCONTRACTING, SUBRECIPIENT AGREEMENT**

TULSA-JENKS MULTI-MODAL SAFETY RAISE PROJECT

**FHWA Award No. 69JJ32440087
CFDA No. 20.933**

This Agreement, made the day and year last written below, by and between the City of Jenks, hereinafter referred to as CITY, and the Indian Nations Council of Governments, hereinafter referred to as INCOG, for the following intents and purposes and subject to the following terms and conditions, to wit:

WITNESSETH

WHEREAS, CITY supported INCOG's request that multi-use regional trail improvements and intersection safety connections be approved by USDOT through the Rebuilding American Infrastructure with Sustainability and Equity (RAISE) program, CITY portion of which is and described as follows:

The Project (PROJECT) will provide a multi-modal trail system that separates bicycles and pedestrians from motorized traffic along the west bank of the Arkansas River. (As fully described in Exhibit A, 2022 RAISE Application and City of Tulsa Letter of Support and Local Matching Funds.)

CITY project boundaries are from the city limits on the west side of the Arkansas River north of N Elm St. and the levee to the Riverwalk Crossing at 96th St and then from 96th St to approximately 104th St in Jenks where the low water dam crossing is to be constructed.

WHEREAS, INCOG is The Metropolitan Planning Organization (MPO) for the Tulsa area. As such, INCOG facilitates a cooperative effort with federal, state, and local governments and other transportation agencies to assess the area's transportation requirements and to develop comprehensive, multi-modal plans and programs that address the needs and goals of the region; and,

WHEREAS, INCOG is, by terms of agreements with the Federal Highway Administration (FHWA), responsible for the management and construction of the Tulsa-Jenks Multi-Modal Safety RAISE PROJECT, hereinafter referred to as the PROJECT; and,

WHEREAS, CITY has been identified as the beneficiary and sub-recipient of the federally funded PROJECT as defined under 2 CFR Part 200.331; and,

WHEREAS, receipt of the benefits of this PROJECT will require that CITY assume certain financial responsibilities as listed under 2 CFR Part 200; and,

WHEREAS, CITY is a municipal corporation created and existing under the constitution and laws of the State of Oklahoma; and

WHEREAS, the laws and constitution of the State of Oklahoma impose financial restrictions on CITY and its ability to ensure financial obligations; and,

WHEREAS, the Parties hereto recognize those financial limitations and agree that the financial obligations assumed by CITY, by the terms of this Agreement, are enforceable only to the extent as may be allowed by law or as may be determined by a court of competent jurisdiction; and,

WHEREAS, it is understood that, by virtue of the Article 10, Section 26 of the Oklahoma Constitution, the payment of CITY funds in the future will be limited to appropriations and available funds in the then current CITY fiscal year.

NOW, THEREFORE: INCOG and CITY, in consideration of the mutual covenants and stipulations as set forth herein, do mutually promise and agree as follows:

SECTION 1: PROJECT AGREEMENT

1.1 INCOG was awarded a USDOT discretionary grant in August 2022, award No. 693JJ32440087, for improvements to multi-modal safety that includes projects located within the boundaries of the CITY. (A copy of the fully Executed Agreement and Terms and Conditions are described in further detail in Exhibits B and C.)

1.2 When applicable, INCOG will recommend approval of the PROJECT by the Federal Highway Administration.

1.3 CITY agrees to comply with Title VI of the Civil Rights Act of 1964, 78 Stat. § 252, 42 U.S.C. § 2000d et seq., and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Part 21 - "Nondiscrimination in federally assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act 1964".

1.4 INCOG and CITY mutually recognize that each party is a governmental entity subject to the provisions of the Governmental Tort Claims Act (51 O.S. § 151 et seq.). INCOG and CITY hereby mutually agree that each is and may be held severally liable for any and all claims, demands, and suits in law or equity, of any nature whatsoever,

paying for damages or otherwise, arising from any negligent act or omission of any of their respective employees, or agents which may occur during the prosecution or performance of this Agreement to the extent provided in the Governmental Tort Claims Act. Each party agrees to bear all costs of investigation and defense of claims arising under the Governmental Tort Claims Act and any judgments which may be rendered in such cause to the limits provided by law. Nothing in this section shall be interpreted or construed to waive any legal defense which may be available to a party or any exemption, limitation or exception which may be provided by the Governmental Tort Claims Act.

1.5 CITY understands that should it fail to fulfill its responsibilities under this Agreement, such a failure may disqualify CITY from future Federal-aid funding participation on any proposed PROJECT. Federal-aid funds may be withheld until such a time as any deficiencies identified have been resolved satisfactorily to INCOG or the improvements to be constructed under this Agreement are brought to a satisfactory condition of maintenance.

SECTION 2: ENGINEERING RESPONSIBILITIES

2.1 The CITY will procure professional engineering services in accordance with local, state, and federal regulations. CITY will provide INCOG all documentation of procurement process that evidences that the CITY has followed all procedures when selecting an engineering firm.

2.2 CITY shall not encumber expenses until CITY receives notice to proceed by INCOG for any phase of project.

2.3 CITY shall provide professional engineering services for the development of the Plans, Specifications and Estimates (PS&E) for this PROJECT. Design engineering for this PROJECT will be performed under the supervision of CITY. CITY warrants to INCOG that they will review the plans and will certify that the plans are acceptable to CITY and are in full compliance with current standards and specifications.

2.4 Progress payments will be made to CITY by INCOG upon receipt of a properly executed claim form, approved by INCOG and FHWA, accompanied by suitable evidence of the completion of the work claimed, as detailed in the engineering contract.

2.5 CITY shall process and defend at its own expense, all claims, demands, or suits brought against CITY arising from CITY's execution, performance, or failure to perform any of the provisions of this agreement. No party to this agreement shall be liable for the

acts or omissions of the other party or for the failure to inspect or supervise the performance of the other party. Each party shall be responsible for the acts of its own employees. Notwithstanding anything herein to the contrary, neither INCOG nor CITY waive any rights or privileges in its favor under the laws of Oklahoma and the Governmental Tort Claims Act.

2.6 When any alleged act, omission, negligence, or misconduct may be subject to the limitations, exemptions, or defenses which may be raised under the Governmental Tort Claims Act, 51 O.S. Sec. 151, et seq., all such limitations, exemptions, and defenses shall be available to and may be asserted by CITY. No liability shall attach to INCOG or FHWA except as expressly provided herein.

2.7 CITY agrees to the location of the subject PROJECT and agrees to adopt the final plans for said PROJECT as the official plans of CITY for the streets, boulevards, multi-use trails, and/or other improvements contained therein; and further, CITY affirmatively states that it has or shall fully and completely examine the plans and shall hereby warrant to INCOG, CITY's complete satisfaction with these plans and the fitness of the plans to construct aforesaid PROJECT.

2.8 CITY certifies that the PROJECT design plans shall comply, and the PROJECT when completed will comply, with the requirements of the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. §§ 12101 – 12213), 49 CFR Parts 27, 37 and 38 and 28 CFR parts 35 and 36. CITY shall be exclusively responsible for integrated ADA compliance planning for all CITY streets, sidewalks, multi-use trails and other facilities provided for public administration, use and accommodation, which is required of recipients and sub-recipients by 49 CFR § 27.11.

2.9 To the extent permitted by law, all data prepared under this Agreement shall be made available to INCOG and the FHWA's described in 2 CFR §200.334, Record Retention and Access, without restriction or limitation on their further use, with exception of any documents or information that would be considered attorney/client privileged by CITY.

2.10 Oklahoma Department of Transportation (ODOT) will conduct the environmental studies and prepare the National Environmental Protection Act (NEPA) documents as required for federally funded PROJECTs.

2.11 ODOT will forward the environmental documents to FHWA for approval. CITY and INCOG will provide documents to ODOT as required to prepare NEPA.

SECTION 3: LAND ACQUISITION AND UTILITY RELOCATION

3.1 CITY warrants to INCOG that, they have or will acquire all land, property, or rights-of-way needed for complete implementation of said PROJECT, free and clear of all obstructions and encumbrances and in full accordance with ODOT's guidelines for Right-of-Way Acquisition on Federal-Aid PROJECTs, the Uniform Relocation Act, the National Environmental Protection Act and all other applicable local, state and federal regulations.

3.2 CITY shall be responsible for ensuring all proper tax documentation is filed and issued to recipients of funds paid on behalf of CITY for Right-of-Way acquisition for this PROJECT.

3.3 CITY warrants to INCOG that it is knowledgeable of and will comply with the provisions of 42 U.S.C.A., Section 4601-4655 and 23 U.S.C.A., Section 323 (as amended) and 49 C.F.R. Part 24 in the acquisition of all right-of-way and the relocation of any displacees.

3.4 CITY shall remove, at its own expense, or cause the removal of, all encroachments on existing streets as shown on said plans, including all buildings, porches, fences, gasoline pumps, islands, and tanks, and any other such private installations and shall further remove or remediate any existing environmental contamination of soil and water from any source, known or unknown.

3.5 If the acquisition of right-of-way for this PROJECT causes the displacement of any person, business or non-profit organization, CITY warrants it will provide and be responsible for the Relocation Assistance Program and all costs associated with the Relocation Assistance Program. ODOT maintains a list of service providers who have been prequalified to administer the Relocation Assistance Program. CITY agrees to employ a service provider from the prequalified list provided by ODOT.

3.6 CITY warrants that any procurement, using federal funds, of property, goods or professional and personal services required for this PROJECT will be acquired by CITY in compliance with the federal procurement Regulations at 40 USC 1101-1104 (Brooks Act) and the Regulations for Administration of Engineering and Design Related Service Contracts at 23 C.F.R. Part 172, as well as provisions of State purchasing laws applicable to CITY.

3.7 CITY will certify to INCOG prior to establishing a letting date that all existing utility facilities (if any) have been properly adjusted in full accordance with ODOT's Right-of-Way and Utilities Division policies and procedures to accommodate the construction of said PROJECT; and will be solely responsible for payment of any and all contractor expenses, claims, suits and/or judgments directly resultant from any actual utility relocation delays.

3.8 CITY agrees to;

- Transmit copies of the instruments, including all deeds and easements, to INCOG prior to the advertisement of bids for construction.
- Comply with the provisions of 42 U.S.C.A. § 4601-4655 and 23 U.S.C.A. § 323 (as amended) and, further comply with 49 C.F.R. Part 24 in the acquisition of all necessary right-of-way and relocation of all displacees.

SECTION 4: FUNDING SUMMARY

4.1 INCOG and CITY agree that the PROJECT will be financed at a **not-to-exceed**, INCOG RAISE estimated cost as described below:

Description	TOTAL	RAISE grant award**	LOCAL
Base Phase: PS&E*	TBD	TBD	TBD
Component 2 Construction: Trails and Trailhead*	TBD	TBD	TBD
TOTAL	\$ 5,250,000	\$ 4,200,000	\$ 1,050,000

**Project total and local amounts for PS&E and components are subject to amendment based on PS&E negotiated contract.*

***RAISE grant award amount is fixed.*

4.2 Furthermore, INCOG and CITY agree that actual FHWA RAISE and local earmarked costs incurred by PROJECT phases **FHWA Award No. 69JJ32440087** may exceed initial estimates. Costs between these PROJECT phases will be administratively adjusted based on actual cost of each phase, within the total cost of this Agreement, without formal supplemental Agreement, in so far as the total PROJECT agreement is not exceeded.

4.3 INCOG will reimburse CITY for 80% of expenses incurred and paid by CITY as detailed on PROJECT invoices for design and construction, subject to total reimbursement not-to-exceed \$4,200,000 as shown in funding table. INCOG agrees to make arrangements for payment of any CITY invoices subject to receipt of funds by INCOG from FHWA.

SECTION 5: CONSTRUCTION, LABOR, and REPORTING RESPONSIBILITIES

5.1 CITY agrees to comply with all applicable laws and regulations necessary to meet the Oklahoma Department of Environmental Quality (ODEQ) requirements for pollution prevention including discharges from storm water runoff during the planning and design of this PROJECT. Further, CITY agrees and stipulates as stated in the ODEQ's *General Permit OKR10*, dated September 13, 2017 or latest revision, to secure a storm water permit with the ODEQ for utility relocations, when required. It is also agreed that the storm water management plan for the PROJECT previously described in the document includes PROJECT plans and specifications, required schedules for accomplishing the temporary and permanent erosion control work, the site-specific storm water pollution prevention plan and the appropriate location map contained in the utility relocation plans, if applicable.

5.2 CITY's responsibility for environmental cleanup will be a continuing responsibility to remediate any and all known and unknown environmental damage throughout the duration of this agreement with INCOG in compliance with State and federal regulations.

5.3 The roadway and trail improvements and all devices specified herein shall not be altered, removed, or cease to be operative without mutual written consent of INCOG and CITY.

5.4 Upon approval of this agreement and the plans, specifications, and estimates by CITY, INCOG, and FHWA, CITY will advertise and let the construction contract for the PROJECT that is within City limits in the usual and customary legal manner. It is agreed that the PROJECT herein contemplated is proposed to be financed as previously described, and that this Agreement, all plans, specifications, estimate of costs, acceptance of work, payments, and procedure in general hereunder are subject in all things at all times to all local, state and federal laws, regulations, orders, approvals as may be applicable hereto.

5.5 CITY shall provide copies of the executed construction contract, change orders, and any amendments thereto to INCOG.

5.6 CITY will notify INCOG of pre-bid dates, bid opening dates, and award dates in advance in writing.

5.7 CITY agrees that prior to advertising of the PROJECT for bids (as to that part of the PROJECT lying within the present corporate limits) it will:

- Grant to INCOG and FHWA, and its contractors, the right-of-entry to all existing streets, alleys, and CITY owned property when required, and other rights-of-way shown on said plans.
- Remove at its own expense, or cause the removal of, all encroachments on existing streets, easements, and right-of-way as shown on said plans, including all signs, buildings, porches, awnings, porticos, fences, gasoline pumps and islands, and any other such private installations.
- Prohibit parking on that portion of the PROJECT within the corporate limits of CITY, except as may be indicated in the plans or hereafter approved by agreement with INCOG. CITY further agrees not to install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the Federal Highway Administration and Manual on Uniform Traffic Control Devices (MUTCD).
- Maintain all right-of-way acquired for the construction of this PROJECT within corporate limits of the City of Jenks, as shown on said plans, in a manner consistent with applicable statutes, codes, ordinances and regulations of CITY and the State of Oklahoma.

5.8 CITY further agrees and warrants to INCOG that, subsequent to the construction of said PROJECT, CITY will:

- 1) Erect, maintain and operate traffic control devices for the PROJECT, including signals, signs and pavement markings only in accordance with 47 O.S. 2011 §§ 15-104- 15-106, and subject to agreement of INCOG:
 - a) In the event that any traffic signal installed for the PROJECT is no longer needed for the purposes designated herein, then the traffic signal installed hereunder shall not be moved by CITY to any other point other than that which is approved by INCOG prior to such removal.
 - b) In the event there is no mutually agreed location for the reinstallation, CITY will assume complete ownership of the equipment following removal, if the installation is ten (10) years old or older. If the installation is less than ten (10) years old and:
 - 1) In the event CITY desires total ownership of the equipment, CITY shall reimburse INCOG the original federal funding percentage share for the

original equipment cost only, amortized for a ten (10) year service life, interest ignored, and assuming straight line depreciation.

- 2) In the event CITY does not desire total ownership of the equipment, CITY shall sell the equipment at public auction to the highest bidder. CITY shall reimburse INCOG the original federal funding percentage share of the proceeds of such sale.
- 2) Regulate and control traffic on said PROJECT within the corporate limits of the City of Jenks, including but not limited to, the speed of vehicles, parking, stopping and turns only in accordance with 47 O.S. 2011 §§ 15-104- 15-106.
- 3) Maintain all drainage systems and facilities constructed, installed, modified or repaired in conjunction with this PROJECT within the corporate limits of the City of Jenks or as may be otherwise necessary to ensure proper drainage for road surfaces constructed under the terms of this agreement.
- 4) Maintain all curbs and driveways abutting road surfaces constructed under the terms of this Agreement and all sidewalks adjacent thereto PROJECT within the corporate limits of the City of Jenks.
- 5) Maintain all right-of-way areas adjacent to PROJECT road surfaces, including erosion control and periodic mowing of vegetation, in a manner consistent with applicable codes, ordinances and regulations.

5.9 CITY will appoint competent supervision and inspection of the construction work performed by the construction contractor and will provide such engineering, inspection and testing services as may be required to ensure that the construction of the PROJECT is accomplished in accordance with the approved Plans, Specifications and Estimates. CITY with INCOG's approval reserves the right to make such changes in said plans as is necessary for the proper construction of said PROJECT.

- 1) CITY agrees to provide such competent supervision as CITY deems necessary during times that the work is in progress to ensure the completion of the PROJECT to CITY's satisfaction and CITY's representatives and INCOG's representatives will cooperate fully to the end of obtaining work strictly in accordance with the plans and specifications.

- 2) CITY will make ample provisions annually for the proper maintenance of said PROJECT, including the provision of competent personnel and adequate equipment, specifically, to provide all required maintenance of the PROJECT during the critical period immediately following construction and to keep the facility in good and safe condition for the benefit of the traveling public.
- 3) CITY warrants to INCOG that it will periodically review the adequacy of the aforesaid PROJECT to ensure the safety of the traveling public and should CITY determine that further modifications or improvements be required, CITY shall take such actions as are necessary to make such modifications or improvements. When operation modifications are required which in the opinion of CITY exceed the capability of CITY's staff, CITY agrees to retain, at the sole expense of CITY, competent personnel for the purpose of bringing the improvement up to the proper standard of operation.
- 4) CITY warrants and agrees that upon completion of the aforesaid PROJECT, CITY assumes any and all financial obligations for the operation, use, and maintenance of the aforesaid PROJECT.

5.10 CITY shall comply with the following labor standards for the PROJECT.

- 1) CITY shall comply with the requirements of Davis-Bacon Act (40 USC Section 276a-276a-5), which requires payment of the prevailing wage for the locality to workers on construction contracts over \$2,000. Regulations are at 29 CFR, Part 5. CITY further certifies that it shall include in its bidders' packages the U.S. Department of Labor Wage Determination List and a statement that the Contractor and any subcontractors must comply with these wage rates in performance of the work required;
- 2) Copeland (Anti-Kickback) Act (18 USC Section 874, 40 USC Section 176c), which applies to all contracts covered by Davis-Bacon and provides that workers must be paid weekly, with only permissible deductions allowed. Regulations are at 29 CFR, Part 3;
- 3) Contract Work Hours and Safety Standards Act (40 USC Section 327, et seq.) which requires overtime compensation. Regulations are at 29 CFR, Part 5.

5.11 CITY shall provide quarterly progress reports to INCOG on the 7th day of the month, beginning April 7, 2024, COB until the grant is closed by FHWA. If the due date of the progress report falls on a weekend, CITY shall provide the quarterly progress report the following workday. INCOG may establish processes for the CITY to submit reports required by this agreement.

5.12 CITY agrees to provide Performance Measures of PROJECT to INCOG on a quarterly basis or when requested by INCOG. Data requested may include but is not limited to crash data per FHWA's KABCO injury classification, number of trail users, type of trail users, and economic data.

SECTION 6: NON-DISCRIMINATION CLAUSE

1. During the performance of this agreement, CITY, for itself, its assignees and successors in interest, agrees as follows:

1) **Compliance with Regulations:**

CITY shall comply with the regulations relative to nondiscrimination in federally-assisted programs of FHWA Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this agreement.

2) **Nondiscrimination:**

CITY, with regard to the work performed by it during the agreement, shall not discriminate on the grounds of race, color, sex, age, national origin, disability/handicap, or income status, in the selection and retention of contractors or subcontractors, including procurements of materials and leases of equipment. CITY shall not participate either directly or indirectly, in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in appendix B of the Regulations.

3) **Solicitations for Subcontracts, Including Procurement of Materials and Equipment:**

In all solicitations, either by competitive bidding or negotiation, made by CITY for work to be performed under a contract or subcontract, including procurements of materials or leases of equipment, each potential contractor or subcontractor or supplier shall be notified by CITY of CITY's obligations under this agreement and the Regulations relative to nondiscrimination on the grounds of race, color, sex, age, national origin, disability/handicap, or income status.

4) **Information and Reports:**

CITY shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by INCOG or the FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a CITY is in the

exclusive possession of another who fails or refuses to furnish this information, CITY shall so certify to INCOG, or the FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5) Sanctions for Noncompliance:

In the event of CITY's noncompliance with the nondiscrimination provisions of this agreement, INCOG shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including but not limited to:

- a. Withholding of payments to CITY under the agreement until the CITY complies and/or
- b. Cancellation, termination, or suspension of the agreement in whole or in part.

6) Incorporation of Provisions:

CITY shall include the provisions of sub paragraphs 1) through 5) in every contract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. CITY shall take such action with respect to any contract or subcontract or procurement as INCOG or the FHWA may direct as a means of enforcing such provisions, including sanctions for noncompliance.

CITY shall include nondiscriminatory employment provisions that all contractors shall not engage in any unlawful employment practices, that all contractors are in compliance with ADA, and that the contractor will comply with any additional requirements imposed on a particular contract or project as the result of federal funding and in accordance with State of Oklahoma law. The CITY will also encourage contractors' use of small business enterprises and of hiring of residents of the CITY and the MSA in public improvement contracts. In addition, CITY shall include nondiscriminatory employment provisions that the contractor shall ensure that all persons have an equal opportunity for employment.

SECTION 7: TERMINATION

7.1 This Agreement may be terminated by any of the following conditions:

- a) By mutual agreement and consent, in writing of both parties.

b) By INCOG by written notice to CITY as a consequence of failure by CITY to perform the services set forth herein in a satisfactory manner.

c) By either party, upon the failure of the other party to fulfill its obligations as set forth herein.

d) By INCOG should FHWA notify INCOG that federal aid funds cease to be available for PROJECT.

e) By satisfactory completion of all services and obligations described herein.

7.2 The termination of this Agreement shall extinguish all rights, duties, obligations and liabilities of INCOG and CITY under this agreement. If the potential termination of this Agreement is due to the failure of either INCOG or CITY to fulfill their obligation as set forth herein, the non-breaching party will notify the party alleged to be in breach that possible breach of agreement has occurred. The party alleged to be in breach should make a good faith effort to remedy that breach as outlined by non-breaching party within a period mutually agreed by each party.

SECTION 8: GOVERNING LAW AND VENUE

8.1 Any claims, disputes or litigation relating to the solicitation, execution, interpretation, performance, or enforcement of this Agreement shall be governed by the laws of the State of Oklahoma and the applicable rules, regulations, policies and procedures of INCOG's Board of Directors. Venue for any action, claim, dispute or litigation, mediation or arbitration shall be in Tulsa County, Oklahoma.

SECTION 9: DISPUTE RESOLUTION

9.1 The parties hereto have entered into this agreement in the State of Oklahoma and the laws of the State of Oklahoma shall apply. The parties agree to bargain in good faith in direct negotiation to achieve resolutions of any dispute and, if such efforts are unsuccessful, to retain a neutral mediation service to mediate the dispute prior to the filing of any court action. Mediation shall be conducted in the Tulsa Metropolitan area and the costs of such mediation shall be borne equally by the parties. If mediation is not successful, venue for any action brought to enforce the terms of this agreement shall be in Tulsa County, State of Oklahoma. Each party shall bear any cost and attorney fees incurred by the party in such litigation.

SECTION 10: PRIOR UNDERSTANDINGS

10.1 This agreement incorporates and reduces to writing all prior understandings, promises, agreements, commitments, covenants or conditions and constitutes the full and complete understanding and contractual relationship of the parties.

SECTION 11: AMENDMENTS OR MODIFICATIONS OF AGREEMENT

11.1 No changes, revisions, amendments or alterations in the manner, scope of type of work or compensation to be paid by INCOG shall be effective unless reduced to writing and executed by the parties with the same formalities as are observed in the execution of this Agreement.

SECTION 12: RECORDS

12.1 CITY is to maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and to make such materials available at its respective offices at all reasonable times, during the agreement period and for three (3) years from the date of final payment under the agreement for inspection by INCOG and its Auditor and Inspector, and copies thereof shall be furnished to INCOG, if requested.

SECTION 13: HEADINGS

13.1 Article headings used in this Agreement are inserted for convenience of reference only and shall not be deemed a part of this agreement for any purpose.

SECTION 14: BINDING EFFECTS

14.1 This Agreement shall be binding upon and inure to the benefit of INCOG and CITY and shall be binding upon their successors and assigns subject to the limitations of Oklahoma law.

SECTION 15: SEVERABILITY

15.1 If any provision, clause or paragraph of this Agreement or any document incorporated by reference shall be determined invalid by a court of competent jurisdiction, such determination shall not affect the other provisions, clauses or paragraphs of this Agreement which are not affected by the determination. The

provisions, clauses or paragraphs of this Agreement and any documents incorporated by reference are declared severable.

SECTION 16: EFFECTIVE DATE

16.1 This Agreement shall become effective on the date of execution by INCOG's Executive Director or their designee and CITY.

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IN WITNESS WHEREOF, the Executive Director of INCOG, pursuant to authority vested in him by the INCOG Board of Directors, has hereunto subscribed his name as Executive Director of INCOG and CITY has executed same pursuant to authority prescribed by law for CITY.

CITY OF JENKS, _____ on this _____ day of _____
 _____, 20____, and INCOG on the 21st day of
February, 2024.

CITY OF JENKS

APPROVED AS TO FORM
AND LEGALITY

By: _____
JENKS City Attorney

By: _____
Mayor

By: _____
Attest: JENKS City Clerk
OF JENKS

(SEAL): Approved – JENKS

INDIAN NATIONS COUNCIL OF GOVERNMENTS

By: Paul B... 2/21/2024
Executive Director DATE

By: Myra Baker 2-22-24
Attest: INCOG Attorney DATE

EXHIBIT A

2022 RAISE APPLICATION

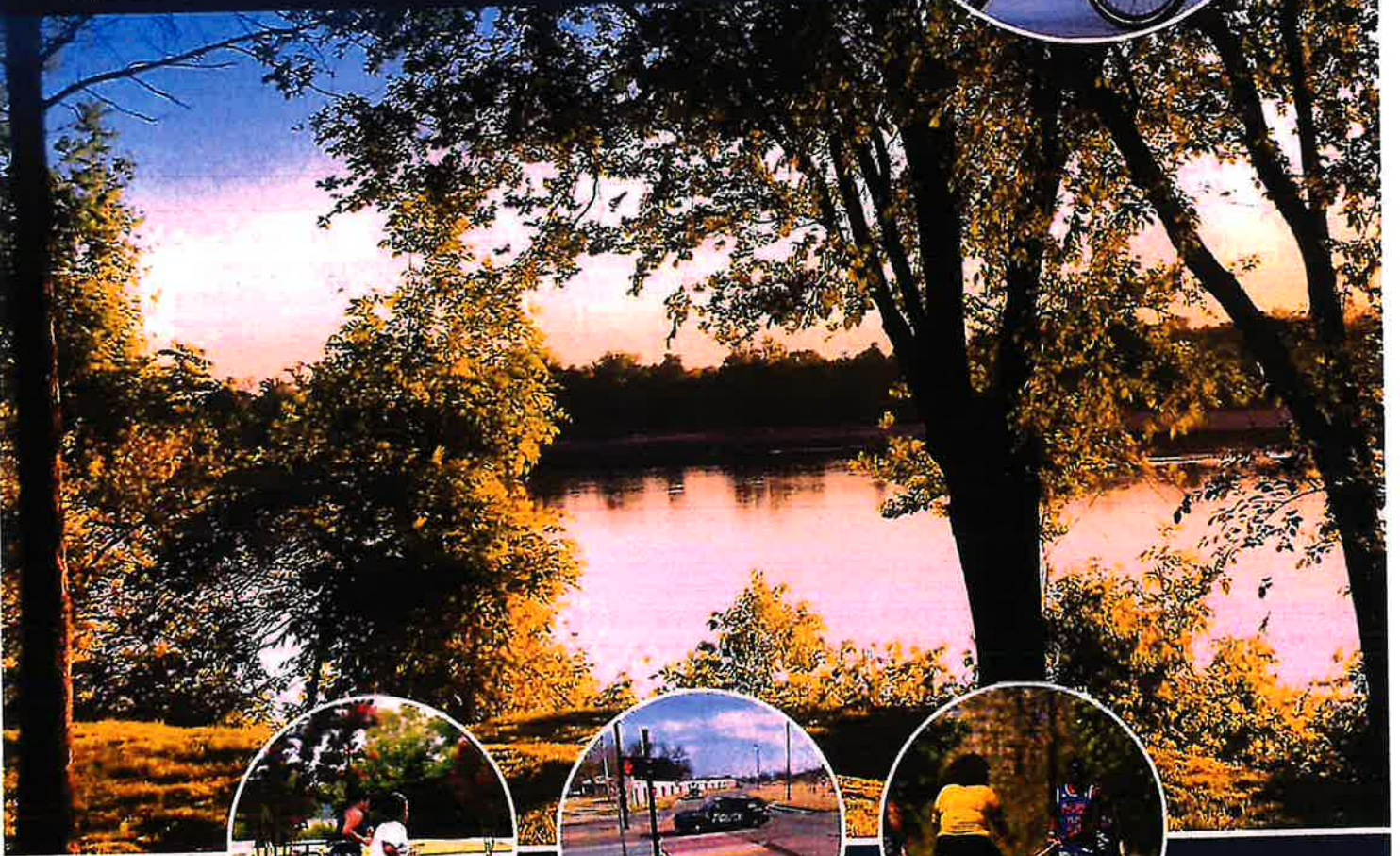
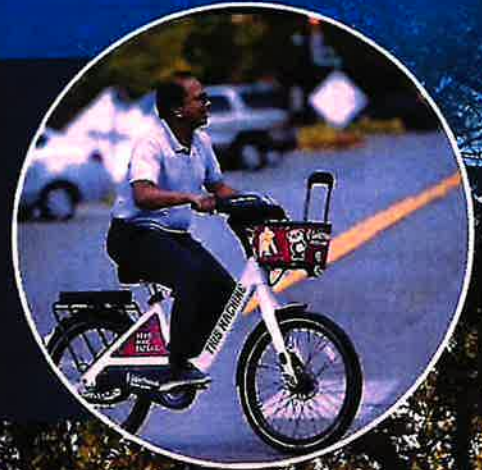
&

CITY OF JENKS LETTER OF
SUPPORT AND LOCAL
MATCHING FUNDS

Tulsa-Jenks Multi-Modal Safety Project

Connecting Communities for Equity and Safety

2022 RAISE APPLICATION
April 2022



Submitted by The Indian Nations Council of Governments
and the Muscogee Nation

PROJECT NAME	TULSA-JENKS MULTI-MODAL SAFETY PROJECT: COMMUNITIES FOR EQUITY AND SAFETY
Applicants	Indian Nations Council of Government (INCOG) and Muscogee Nation
Project Partners	City of Tulsa, Oklahoma; City of Jenks, Oklahoma; River Parks Authority
Contact Information	Viplav Putta , Transportation Planning and Programs Director Indian Nations Council of Governments (INCOG) 2 West Second Street, Suite 800, Tulsa, OK 74103 p: 918-579-9421 e: vputta@incog.org
Project Location	City of Tulsa, Tulsa County City of Jenks, Tulsa County Oklahoma Congressional District 1
Project Type	Bike Pedestrian – Trail
Project Description	INCOG, the Muscogee Nation, the City of Tulsa, and the City of Jenks are partnering to provide an enhanced multi-modal trail system and intersection improvements to connect the east and west banks of the Arkansas River to connect communities and improve safety. The RAISE project consists of three components: (1) East Bank Connecting Trail that will make significant repairs, additions and upgrades to the trails along the east bank of the river. (2) The West Bank Connection will focus on connecting the City of Jenks with other trails on the west side of the river and to Tulsa and the popular Turkey Mountain Urban Wilderness. (3) The construction of intersection modifications to create pedestrian refuges, marked crosswalks for active transportation users at eight intersections, pedestrian signal heads, ADA ramps, and buildout the sidewalk gaps to safely connect neighborhoods to the river trail system. The project will separate bicycles and pedestrians from motorized vehicular traffic on both sides of the river to provide safe travel conditions. The project will connect south Tulsa and Jenks with a reliable, safe, and resilient active transportation network.
Project Cost	\$20.25 million
RAISE Funds Requested	\$16.20 million (80%)
Local Match Source(s) and Amounts	\$3.00 million – City of Tulsa (Local Match) \$1.05 million – City of Jenks (Local Match)
Project Schedule / Status	Survey, Design, Engineering & NEPA: January 2024 – December 2025 Construction: March 2025 – June 2027 Project Complete: June 2027
Project Benefits	This regionally significant project will: • Improve pedestrian and bicycle safety for all residents and visitors • Improve intersection safety, create complete street along the Riverside Parkway • Improve air quality & health of residents in the Tulsa metropolitan area • Create additional economic development and tourism opportunities utilizing the natural asset, the Arkansas River Corridor • Improve quality of life for Tulsa metropolitan area residents
Benefit-Cost Ratio	2.57
Project Website	http://www.incog.org/Transportation/RAISEFY22_MultiModalSafety.html



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April 12, 2022

Secretary Pete Buttigieg
U.S. Department of Transportation
Office of the Secretary of Transportation
1200 New Jersey Avenue, SE
Washington, D.C. 20590

To the Honorable Secretary Buttigieg:

The Indian Nations Council of Governments (INCOG) and the Muscogee Nation are pleased to submit this application for the Tulsa-Jenks Multi-Modal Safety Project as part of the Rebuilding American Infrastructure with Sustainability and Equity (RAISE) program.

INCOG and the Muscogee Nation are working closely with the City of Tulsa, the City of Jenks, and Tulsa County to construct an enhanced multimodal trail system and associated access improvements along the east and west banks of the Arkansas River to improve safety, meet state of good repair standards, and increase access to this critical active transportation system for residents in Areas of Persistent Poverty and Historically Disadvantaged Communities within the project area. The project will extend and upgrade the existing river trail system and significantly improve roadway design and traffic control infrastructure at arterial roadway crossings to make safe access to the trail system a possibility. The project will connect specifically to the Turkey Mountain Urban Wilderness Area, a major recreational destination, as well as a locally funded pedestrian bridge and low-water dam. The project will provide for a fully separated trail surface for bicycles and pedestrians from vehicular traffic to provide safe travel conditions creating a Complete Street corridor along the high volume- high speed Riverside Parkway corridor.

The project is an investment that will be locally maintained, improving access to jobs in the two communities in Oklahoma, providing an opportunity for alternative transportation modes for no-car households, increasing the number of electric vehicle charging stations and bikeshare stations in the area. This project is a high priority for INCOG, and the Muscogee Nation and the project is ready for implementation based on wide ranging and long-standing planning and design studies. Federal support for this multi-jurisdictional, environmentally sustainable project that will advance equity is necessary to realize the community vision and benefits to be achieved by this project. The project is derived from the Connected 2045: Regional Transportation Plan, the Regional Bicycle/Pedestrian Plan, and the Arkansas River Corridor Master Plans. INCOG is committed to include the project within the Transportation Improvement Program when RAISE funding is secured.

We appreciate your consideration of INCOG and the Muscogee Nation's Tulsa-Jenks Multi-Modal Safety Project RAISE grant proposal. Should you have any questions regarding this project, please don't hesitate to contact us.

Sincerely,
Rich Brierre

A handwritten signature in black ink, appearing to read "Rich Brierre", written over a white background.

Executive Director
Indian Nations Council of Governments (INCOG)

1.0 Project Description

The Indian Nations Council of Governments (INCOG) and the Muscogee Nation (Project Sponsors) are requesting \$16.20 million in Rebuilding American Infrastructure with Sustainability and Equity (RAISE) funding to complete the **Tulsa-Jenks Multi-Modal Safety Project** (the project). This regionally significant project will connect communities in the City of Tulsa and City of Jenks via multi-use trails to a voter approved, locally funded pedestrian bridge and low water dam which will be constructed across the Arkansas River (Figure 1 and Figure 2), fully completing a loop of multi-use trails throughout the project area. The project will provide associated roadway intersection safety and signal infrastructure (Figure 3) improvements to improve connectivity for all transportation system users in the project area, making it easier to access the riverfront for safer travel, recreation, and economic development opportunities. RAISE funding is needed to fully fund the **Tulsa-Jenks Multi-modal Safety Project**, a component of the larger trail system outlined in the [Arkansas River Corridor Master Plan](#), the rest of which including a pedestrian bridge across the River, is funded through voter-approved funding and partnerships. The RAISE project will connect regional destinations and economic hubs to the overall Arkansas River Trail System with 7.75 miles of new multi-use trails on both sides of the river, which corresponds to a **30% increase in trail infrastructure along the river and 6% increase in miles of multi-use trails** in the Tulsa metropolitan region.

INCOG, the [Muscogee Nation](#), the [City of Tulsa](#), and the [City of Jenks](#) are partnering to construct the multi-modal trail system to enhance safety and accommodate all users, including micro-mobility options, along the east and west banks of the Arkansas River (Image 1). The project will **improve safety and provide necessary community connections throughout the Tulsa region, improving quality of life and economic opportunity for historically disadvantaged communities and areas of persistent poverty** within the project area.

This project will extend the existing River Park trails, the backbone of the Tulsa regional trail system, by 7.75 miles, adding to the 26 miles of trails along the banks of the Arkansas River. The trail portion of the **Tulsa-Jenks Multi-Modal Safety Project** will be a dual trail with a 10-foot wide side for bicycles and other active mobility options such as e-scooters, and an 8-foot pedestrian side, separated by a variable median in some locations or a marked center line with directional striping, or a 10-foot trail. This RAISE project would include necessary safety improvements to the Riverside Parkway, running adjacent to the trail system in order to mitigate crashes related to increased pedestrian and cyclist trips as people access the trail system.

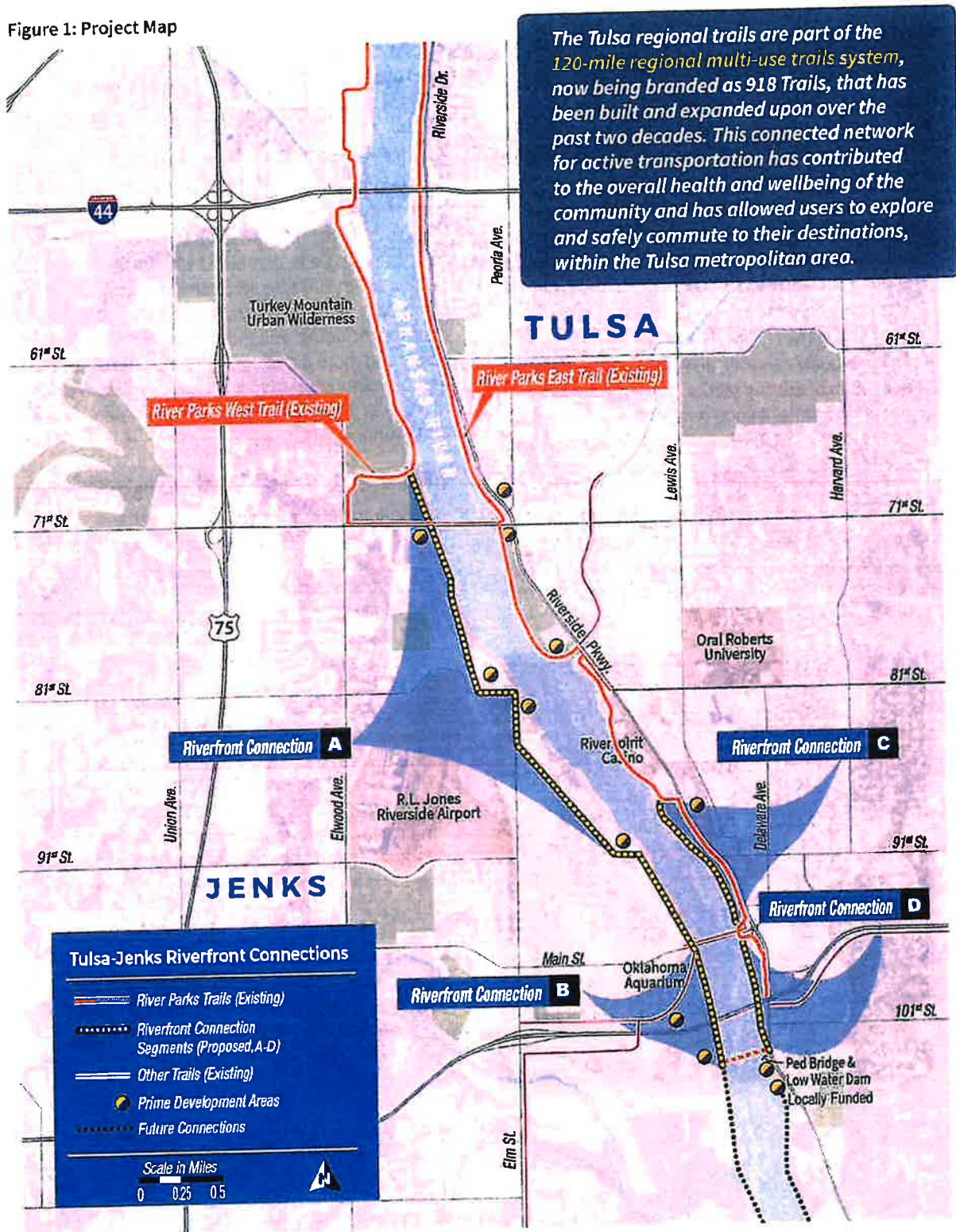
"INCOG's corridor project will construct safe connections from neighborhoods to businesses as well as major destinations in the south Tulsa/Jenks area that are along the river including the Oklahoma Aquarium in Jenks and the Turkey Mountain Urban Wilderness in Tulsa. The river corridor is a potential economic driver that has yet to see its full potential, and this project will accelerate this economic growth."

- Senator James Inhofe

The following improvements are included in the Tulsa-Jenks Riverfront Connections Project:

- Construct 7.75 miles of multi-use trail along both banks of the Arkansas River
- Install four bike share stations with 10 geofenced bikes, including e-bikes, at key trailhead locations
- Install Electric Vehicle (EV) charging stations at trail heads on both sides of the Arkansas River
- Install improved trail signage in the project area and throughout the regional trail system
- Upgrade crosswalks at various arterial street intersections along Riverside Parkway, making Americans with Disabilities Act (ADA) improvements

Figure 1: Project Map



1.1 EXISTING TRANSPORTATION CHALLENGES

Major gaps exist in the project area that restrict the capacity of the existing multiuse trail system to accommodate current user demand. Future demand will be generated from new riverfront development.

It is also expected that the number of trail users will continue to increase due to lifestyle changes from the COVID-19 pandemic. Lastly, the region's aging residents, who no longer wish to drive or those unable to afford a car, are seeking access to trails for active transportation, economic, and recreational activities.

Compounding the challenge of unsafe connections is the inadequate capacity, unsafe location and deterioration of existing section (Segment C) of trail to be rebuilt as a state of good repair. These sections of trail were not built to the current standards and do not have adequate base, trail width, signage or drainage to be adequately maintained in a state of good repair. Poor drainage contributes to water ponding on the trail from storm water runoff after heavy rainfall, often restricting users from utilizing sections of trail. The trail system deficiencies, if left untreated, will continue to be unsafe for all types of trail users.



1.2 ADDRESSING TRANSPORTATION CHALLENGES

The **Tulsa-Jenks Multi-Modal Safety Project's** 7.75 mile trail extension will connect to a locally funded pedestrian bridge across the Arkansas River approximately 1-mile south of the existing 96th St Bridge, providing another vital connection as there are only six existing pedestrian bridges over 25 miles of the river in the urbanized area of Tulsa. The new multiuse dual trails, combined with the already funded south Tulsa/Jenks pedestrian bridge and low water dam, will generate numerous benefits along the corridor, including, and most importantly, enhanced safety and more direct connections for pedestrians and bicyclists accessing destinations on both sides of the river including regional entertainment districts and economic hubs.

The project will address the following challenges:

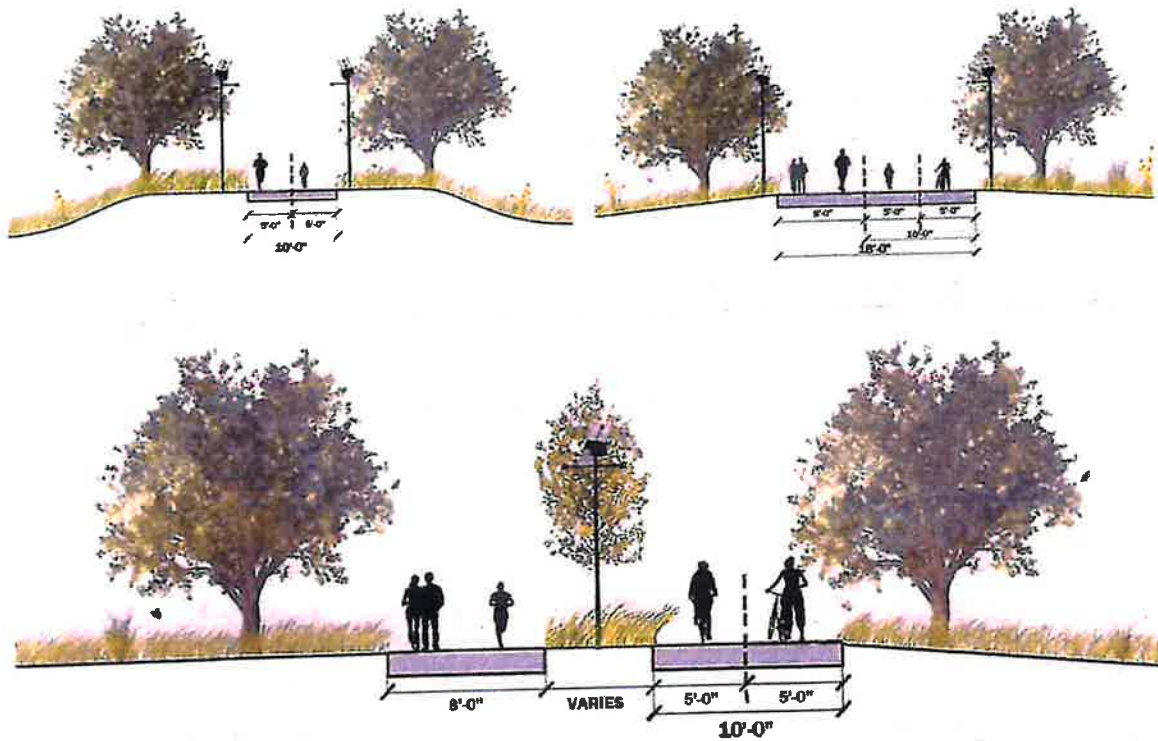
- Unsafe travel conditions for pedestrians, bicyclists, and vehicles due to lack of existing trail access, unsafe trail conditions, nonexistent or discontinuous multiuse trails, and an adjacent high-speed roadway with free-flow traffic and speed limits of 45-50 mph with limited safe crossings
- Limited multimodal connections between Jenks and Tulsa for persons without personal vehicles which inhibits regional, inter-city travel
- Few reliable connections to important landmarks and destinations like the Turkey Mountain Urban Wilderness, downtown Jenks, the Oklahoma Aquarium, and planned Tulsa Outlet Mall in Jenks
- Inefficient and unsafe access from Riverside Parkway to the trail system. Intersections with no clearly marked median openings for safe crossings and signalization that is antiquated.

The project will serve as an important quality of life asset and economic connection between the communities of Tulsa and Jenks. As a part of the larger Arkansas River Corridor Vision Plan, the project will connect high-profile developments, properties and locations on each side of the river.

1.3 SCOPE OF WORK

The **Tulsa-Jenks Multi-Modal Safety Project** has dual aspects intended to provide safe and impactful outcomes for the surrounding community: Trail Improvements and Enhanced Connectivity & ADA Access Improvements on Riverside Parkway.

Figure 2 . Example Cross Sections of New Trails



1.3.1 Trail Improvements

The project will fund four critical linkages between and within local jurisdictions, the City of Tulsa and the City of Jenks (Figure 1). Chief among the improvements is improved access for residents to the trail system, as well as addressing storm water mitigation and resiliency aspects to complete the robust trail system.

The project consists of three major components:

- 1. West Bank Trail - Segment A** - Construction of west bank multi-use trail connecting Turkey Mountain Urban Wilderness at 71st Street in Tulsa to River Walk Crossing (approximately 96th Street) in Jenks;
- Segment B** - Construction of west bank multi-use trail from existing trail terminus near 96th Street to the planned locally-funded south Tulsa/Jenks pedestrian bridge and low water dam in Jenks;
- 2. East Bank Connection Trail - Segment C** - Reconstruction of east bank multi-use trail connecting River Trail south of the RiverSpirit Casino at 86th Street to 96th Street Bridge in Tulsa; **Segment D** - Construction of new multi-use trail along a new alignment on the east bank of the Arkansas River from 96th Street to 104th Street in Tulsa.
- 3. Intersection Safety Improvements** - Eight arterial intersections are identified that are hazardous for pedestrians to cross because of lack of median refuges, identifiable intersection crossings, and require signal upgrades for pedestrians to cross Riverside Parkway more safely.

The trail improvements portion of the project will include the following design elements and features:

- Construction of new multiuse trails to adopted trail design standards
- Designed to meet ADA access standards
- Trail heads with sufficient parking for users including Electric Vehicle (EV) charging stations
- Designated micro-mobility parking and storage at major trail heads
- Low Impact Development (LID) design standards including landscaping features
- Improved LED lighting along the trails and trailheads and
- Concrete edges with asphalt trail tread to avoid edge failure and to withstand flooding

1. West Bank Trail - Segment A – 71st Street in Tulsa to 96th Street in Jenks

The proposed trail will extend the existing west bank River Parks trail from Turkey Mountain Urban Wilderness area at 71st Street to Riverwalk Crossing at 96th Street in City of Jenks. The Turkey Mountain Master Plan, developed with public input, envisions a major expansion of the park and mountain bike trails, adjacent to this West Bank Trail Segment (or Segment A).

The new multi-use trail will be located on public property primarily on top of or adjacent to a Tulsa County Levee and provide an integral community connection to this recreational area.

The Tulsa District US Army Corps of Engineers (USACE) have been consulted in the conceptual plan development of this trail segment and have expressed support to build a 10-foot-wide trail on top of the existing levee. The construction of this project element will connect the users of the Turkey Mountain Urban Wilderness and destinations in the City of Jenks including the Oklahoma Aquarium and Jenks River Walk Crossing. Conceptual planning has been completed for this project.

2. West Bank Trail - Segment B – 96th Street to 104th Street in Jenks

To connect the City of Jenks, Riverwalk Crossing, and the Oklahoma Aquarium with the locally funded Tulsa/Jenks pedestrian bridge and low water dam, a resilient 18-foot (8' for pedestrians and 10' for bicycles) multiuse trail will be constructed. Segment B of the trail will have designated bicycle and pedestrian pathways to minimize conflicts and allow for safe travel, per River Parks standards. The new dual-use trail will be located along the west bank of the river and will connect the 96th street bridge, River Walk Crossing, the Oklahoma Aquarium and the locally funded low water dam and pedestrian bridge.

3. East Bank Trail - Segment C - 86th Street to 96th Street

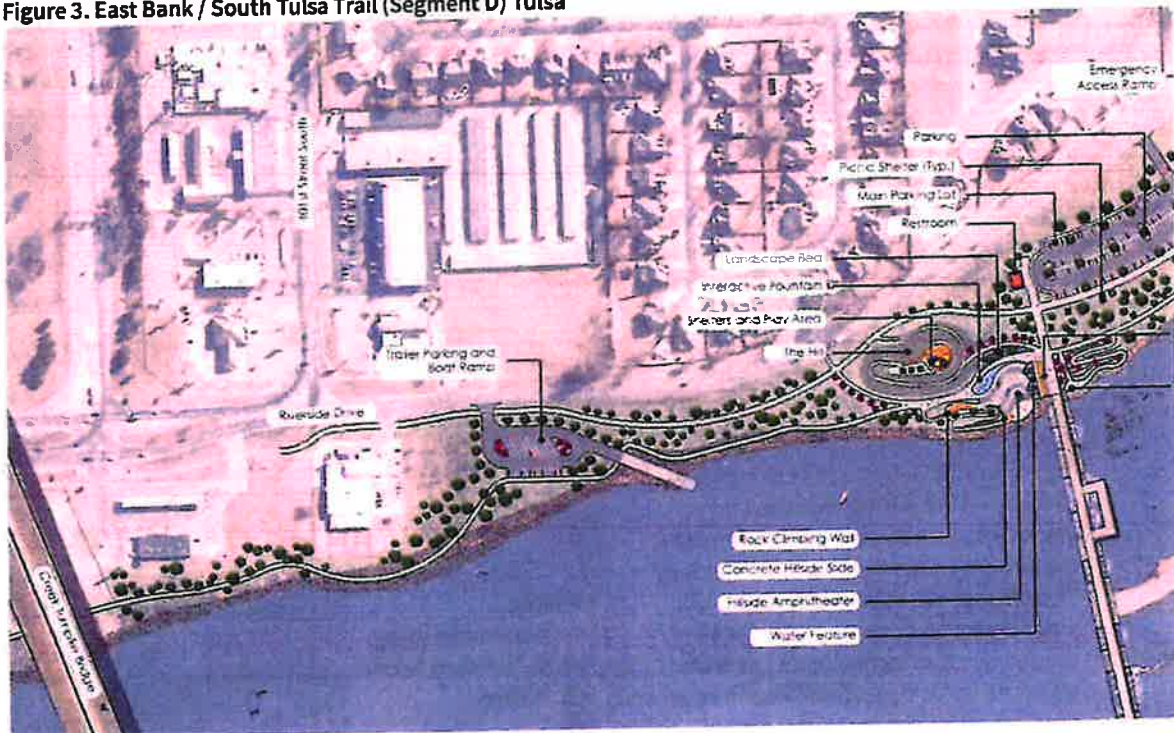
Segment C of the trails project will reconstruct the existing trail from the 96th Street pedestrian bridge to the River Trail south of the River Spirit Casino at 86th Street, on the east side of the river. This project element will include constructing an 8-foot wide pedestrian pathway and 10-foot bicycle pathway, separated by a grassy strip to minimize conflicts and allow for safe travel (Figure 2). The new multi-use trail will be located within the existing City of Tulsa road right of way, City owned property or trail easement area. This Segment will enable a larger regional tourism/entertainment district strategy that will connect commuters to jobs on either side of the river. Design, construction documents, clearing and site preparation are moving forward and funded at this time.



4. East Bank Trail in Tulsa - Segment D – 96th Street to 104th Street

The future south Tulsa/Jenks pedestrian bridge and low water dam (locally funded, not part of RAISE request) will provide a vital community connection between the City of Jenks (west) and the City of Tulsa (east). To connect to this future element, the RAISE project will construct a new trail away from congested intersections near the Creek Turnpike and Riverside Parkway on the east bank of the river. The new multi-use trail will be rerouted along the Arkansas River under the elevated bridge structures of the Creek Turnpike. The existing trail crosses numerous commercial driveways of busy shopping centers where cars and trucks constantly conflict with pedestrians and bicyclists. The new trail design will have designated bicycle and pedestrian pathways to minimize conflicts and allow for safe travel. Elements will include constructing an 18-foot wide dual multi-use trail from 96th street to 104th street, constructed on public lands, rights of way or trail easements (Figure 3). The future private development mentioned previously will create many recreational destinations for residents and may include a rock-climbing wall, playground, an amphitheater, picnic areas, a boat ramp and parking.

Figure 3. East Bank / South Tulsa Trail (Segment D) Tulsa



"The project combines two elements that are high priorities for the City of Tulsa - infrastructure investments to encourage and support active transportation to promote healthy lifestyles and provide safe transportation choices."

- Mayor of Tulsa, G.T. Bynum

1.3.2 Enhanced Connectivity & ADA Access Improvements

In order to enable a safe and integrated active transportation system connecting to the trail system, the project will include signal and other roadway upgrades. The following upgrades to Riverside Parkway will increase access to the trail system, reflecting the safety and connectivity priorities of the overall project.

- **Missing Sidewalk Gaps** – From 101st street near the southern end of the project location, to 96th street a half-mile north, there is a sidewalk gap, leaving a non-continuous sidewalk. This project will connect the two ends, creating continuous sidewalk access on the east side of Riverside Parkway, increasing access to adjacent residential and commercial sites throughout the corridor and connecting to the trail system.

Figure 4. Sidewalk Gap from 101st to 96st



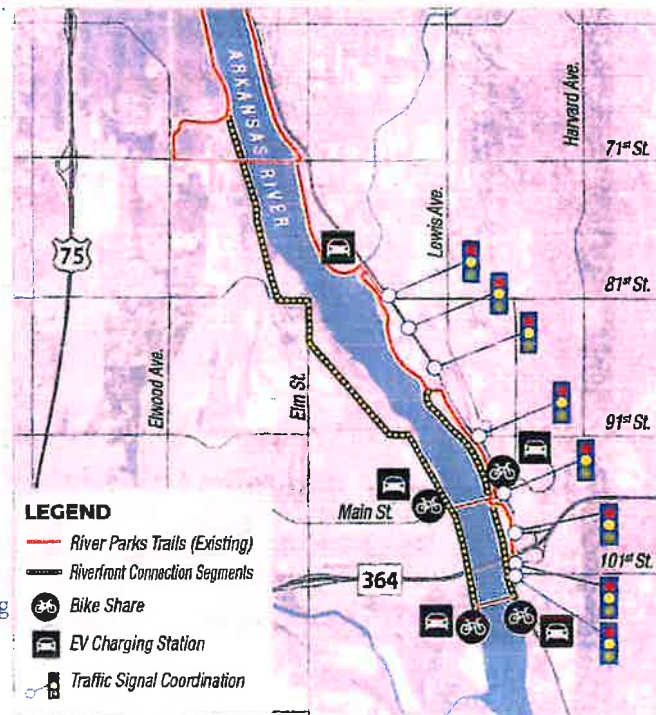
- **Signal Upgrades, Intersection Safety, ADA Improvements** – Improvements at the signalized intersections mentioned above will include continental crosswalks, high-visibility road markings that will bring these pedestrian crossings into compliance with the Americans with Disabilities Act and improving safety and access for disabled residents and visitors of Tulsa and Jenks.

a. **Traffic Signal Coordination (Figure 5)**–

Eight signalized intersections along Riverside Parkway will receive communication improvements that will positively impact the reliability and efficiency of the roadway. This upgrade will utilize innovative Traffic Video Detection Cameras and broadband communications technologies to ensure advanced traffic signal coordination, improving the safety and efficiency of the roadway. Additionally, this upgrade will add power backups to these signals, all of which have no backup, leading to delays along the roadway as signals are interrupted during outages.

- b. **Pedestrian Countdown** – currently there are no pedestrian countdown timers at these signalized intersections, where the roadway is much wider, with six lanes of traffic and turning lanes. Pedestrians are forced to cross up to six lanes of traffic at six signalized intersections, with no count-down timers or pedestrian refuges. This upgrade will improve the safety of pedestrians and bicyclists crossing the roadway.

Figure 5. Enhanced Connectivity & ADA Improvements Map



- **Bikeshare stations** – Four additional bikeshare stations will be constructed in the project area, complementing 220 existing bikes geofenced within an 8-mile range all located within the City of Tulsa. Currently, the City of Jenks does not have any bikeshare stations on its portion of the 918 Trails. RAISE funding will allow for residents of Jenks to have greater access along and across the river by providing this micromobility option. See Figure 5 for the bikeshare locations.
- **Electric Vehicle Charging Stations** – Electric Vehicle (EV) charging stations will be constructed at trailheads on each side of the low water bridge and pedestrian dam, making this location not only a crossing of the Arkansas River, but also an efficient destination for EV owners. See Figure 5 for the EV charging stations.



1.4 PROJECT HISTORY AND REGIONAL VISION FOR SUSTAINABLE DEVELOPMENT

INCOG and RAISE project partners, citizens, county and local officials, and the USACE produced and adopted the Arkansas River Corridor Master Plan in 2005.

The Arkansas River Vision Plan identified the public's 'vision' for Arkansas River improvements and potential development along the 42 miles of river in Tulsa County. Public input was extensive and identified river development as a main priority, including more consistent water levels in the river which presently fluctuate daily with hydropower releases from upstream, development and recreational areas along the corridor, better connections and access to the river, and conservation and improvement to the native riverine habitat. The Arkansas River Corridor Master Plan further evaluated the Vision Plan concepts and recommendations, prepared conceptual plans for potential development areas, and prioritized locations of new low-water dams along the river corridor.

The USACE and Tulsa County continued the evolution of the Master Plan by beginning the collection of seasonal environmental data from the corridor that will be required for the Environmental Permitting process. This third phase of the master planning process was completed in early 2009 with the completion of the Arkansas River Corridor Ecosystem Restoration Plan.

The **Tulsa-Jenks Riverfront Connections Project** is a direct output of this nearly 20-year master planning process for protection and sustainable use and development of the Tulsa region's most definable physical feature and environmental asset, the Arkansas River. The Arkansas River is the nation's 6th longest river stretching from the Rocky Mountains to the Mississippi River.

Tulsa Region Visioning Statement: *In the year 2025, the Tulsa Region will be the Nation's best place to live, work and play. The Tulsa Region will be vibrant, prosperous and economically and culturally diverse. In partnership with all communities in the region, we will present multiple economic activity centers anchored by a strong downtown Tulsa.*

River Vision Statement: *We recognize the Arkansas River as our greatest natural asset; it is protected and enhanced with compatible development and serves as a major attraction.*

Additional regional and environmental studies are discussed in the Environmental Risk Review section.

15 | PROJECT DESCRIPTION

1.5 PROJECT BENEFITS

Benefits of this project are summarized below and described in more detail in Section 4.0 Selection Criteria.

Figure 6. Project Benefits



2.0 Project Location

All Tulsa Transit buses have bike racks, a popular feature that has been widely used by commuters needing last and first mile connections. The existing 96th street bridge serves the purpose of automobile connectivity in the project area, while the project itself would expand the bicycle and pedestrian catchment area for increased usage of the new trails.

The City of Tulsa was the first city in North America to install a bike share system in 2007 sponsored by a local hospital. At present, [This Machine](#), the branded public-private partnership operated by the Tulsa Bike Share Inc., expanded coverage in the region and planned for additional linkages to the RAISE project. Pedal-assist bikes will transform the use of trails, making them accessible to more people than they already are. The project will create new connections and enhance existing trails to one of the United States' most avid cycling communities, and further integrate Tulsa Bike Share, Inc. as a critical component of Tulsa-Jenks' transportation network.

There are currently no bike share stations on the west side of the river in Jenks. This significantly reduces the incentive for bikeshare users to access the trail system for economic and recreational opportunities on the other side of the Arkansas River in Tulsa. The **Tulsa-Jenks Riverfront Multi-Modal Safety Project** will address this deficiency by providing the opportunity for several bikeshare stations on the west side of the Arkansas River in Jenks, further improving the community and transportation connections for residents and visitors alike.

Table 1. Demographics Within .5 Mile of the Project

ITEM	#
Population	14,760
Total Employed	7,480
Median Household Income	\$45,943
Per Capita Income	\$35,945
% of Population in Poverty	22%
% of Zero Vehicle Households	7%
% of One Vehicle Households	49%

Source: Demographics Now - Easy Analytic Software, Inc.

2.2 KEY PROJECT AREA DEMOGRAPHICS

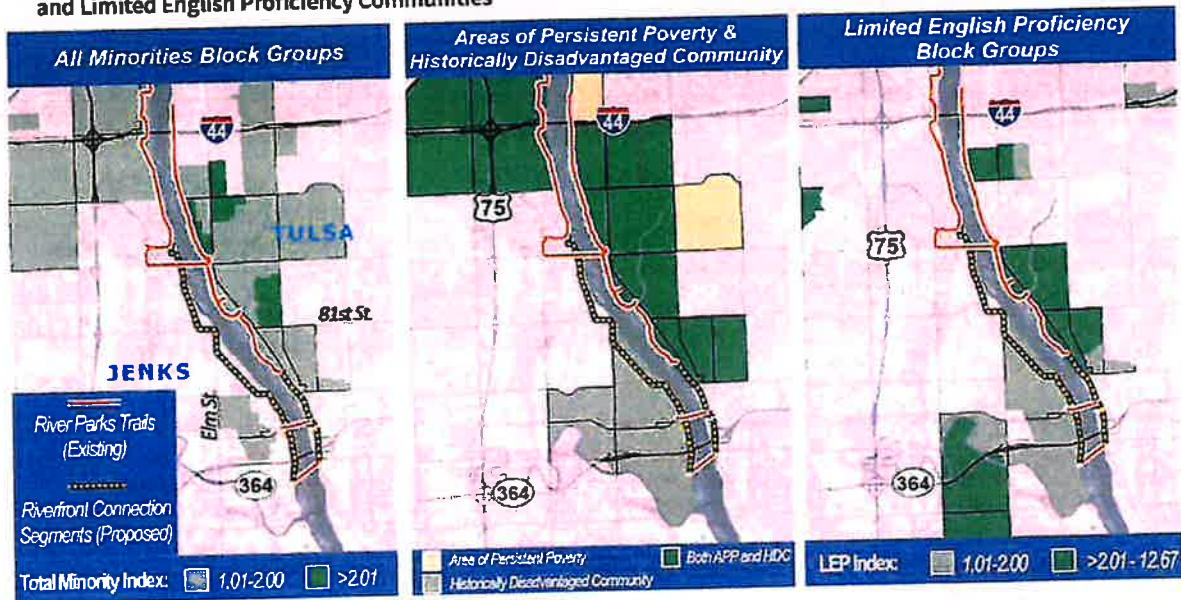
INCOG and the Muscogee Nation are dedicated to enhancing the corridor in order to create a safer pedestrian and bicycle traveling experience in order to link residents and visitors to the surrounding areas in an efficient manner.

The project fulfills a critical need in both Tulsa and Jenks. Beyond serving the existing pedestrian and cycling community, the project will also support and uplift groups of people from low or no-car households, low income households, and blue-collar workers looking for a more affordable means of transportation.

Equity Considerations in Tulsa: In January 2021, the President of the United States released an Executive Order On Advancing Racial Equity and Support for Underserved Communities. The Tulsa-Jenks Riverfront Connections Project aligns with the federal government's priorities outlined in this Executive Order by advancing equity and reducing barriers to opportunity for historically underserved, marginalized, and populations adversely affected by persistent poverty and inequality. The effects of historical marginalization, inequity, and violence towards people of color in the Tulsa region is still seen today in the Area of Persistent Poverty, Historically Disadvantaged Communities and low-income neighborhoods in and around the project area. This RAISE project has the potential to address these historical barriers to opportunity and inequity by providing a healthy and safe way for residents to access opportunities on both sides of the Arkansas River.



Figure 9. Areas of Persistent Poverty, Historically Disadvantaged Community, Minority, and Limited English Proficiency Communities



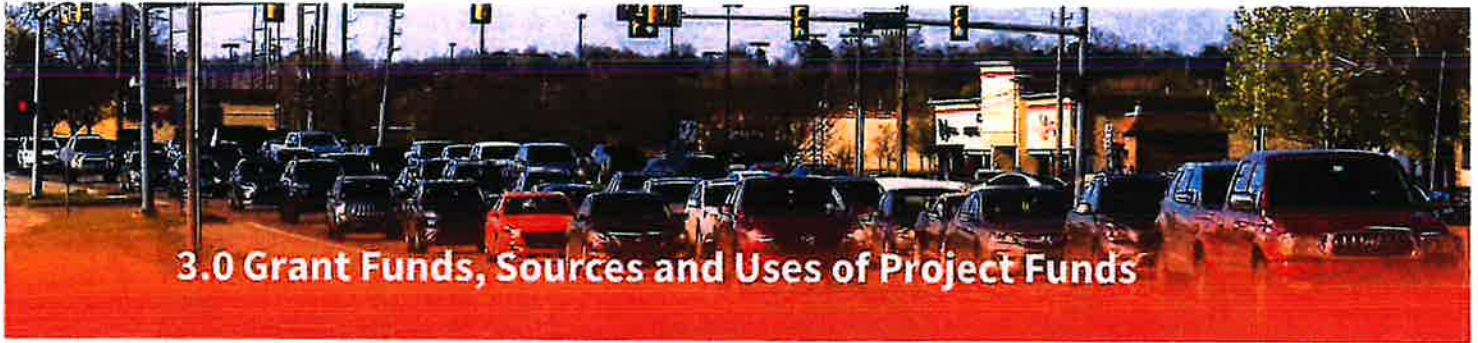
Numerous Census Tracts in the project area meet USDOT's definition of Area of Persistent Poverty or Historically Disadvantaged Community, including Census Tracts 67.03 (HDC), Tract 76.25 (APP and HDC), Tract 76.41 (APP and HDC), and Tract 76.42 (APP and HDC) Figure 9 displays the Areas of Persistent Poverty, Historically Disadvantaged Community, minority, and limited English proficiency populations directly adjacent to the project area. As can be seen, this project will improve walking and biking connections for these historically disadvantaged populations, many of which come from low or no-car households.

The project itself is embedded within the heart of the south Tulsa/Jenks region and it provides broader alternative transportation, economic development, and recreational benefits to the region at large in light of visitor rates to the Turkey Mountain Urban Wilderness and projected visits to commercial areas along the Arkansas River like the planned Simon Outlet Mall in adjacent to the project area in Jenks.

"I live in Jenks and commute by bike to downtown for work. Round trip, it's about 24 miles. I do have a car, but I choose to commute because it allows me to fit in exercise and sort out my day amid my busy schedule. I find I'm more productive at work and constructive at home. Currently, part of my commute is on Elwood and the increase in traffic has led to numerous close calls with distracted drivers. Extending the River Parks trail on the west side from Jenks to Turkey Mountain would make it safer for me and other cyclists to commute and find safe passage to South Tulsa. I also foresee that a safe thoroughfare would promote more people to commute via bike from South Tulsa, especially with the popularity of electric pedal assist bikes."

*- Chad Eagle
Jenks, OK resident*





3.0 Grant Funds, Sources and Uses of Project Funds

INCOG and Muscogee Nation are requesting \$16.20 million in FY22 RAISE grant funding to augment \$4.05 million in local funding sources from the City of Tulsa, the City of Jenks, the Tulsa River Parks Authority and INCOG. The project's funding plan is presented below. The project will be fully funded with the \$16.20 million award, which makes up 80% of future eligible costs.

Notably, the total project cost of \$20.25 million does not include the locally funded south Tulsa/Jenks pedestrian bridge and low water dam as it is already an identified project with voter approved funding from both partner cities.

3.1 CAPITAL SOURCES OF FUNDS

The total RAISE project cost is \$20.25 million in Year Of Expenditure (YOE) dollars. The following section summarizes the project funding source descriptions. All matching funds shown for the RAISE project are fully committed to the project.

Description of Local Funds:

- The City of Tulsa has committed funding (\$3.0 million) for its portion of the project within its city limits through the voter approved Tulsa Vision Capital Improvement Program.
- The City of Jenks has committed funding (\$1.05 million) for its portion of the project within its city limits through the voter approved Jenks Vision Capital Improvement Program.
- INCOG, as the Metropolitan Planning Organization, approves regional Transportation Alternative Program (TAP) funds for pedestrian and bicycle projects. INCOG has previously committed \$1.0 million in federal funds to initiate design plans for trail segments within the project area.
- RiverParks Authority: The independent public trust authority has committed \$250,000 toward amenities along the multi-use trail system in the project area

Table 2. Project Capital Budget by Source (\$million)

	FUNDING SOURCE	FUNDING TOTAL	% OF TOTAL
Federal Funds	RAISE Grant Funds	\$16.2	80%
	City of Tulsa - Local Match	\$3.00	20%
	City of Jenks - Local Match	\$1.05	
Total Funding		\$20.25	100%

The project sources and uses table is shown in Table 3. The construction cost of \$20.25 million includes industry standard 15% in contingency funding and construction management funding.

3.2 CAPITAL USES OF FUNDS

Table 3 summarizes the project's annual costs by major project segment. As described above, the Federal, and Non-Federal funds will cover the total project cost.

Table 3. Project Capital Budget Summary by Year of Expenditure (\$YOE)

PROJECT ELEMENT	FY 2024	FY 2025	FY 2026	FY 2027	TOTAL
Pre-Construction Costs					
Survey, Design, Engineering	\$1.29	-	-	-	\$1.29
Construction Costs					
Four Trail Segments		\$3.35	\$6.52	\$5.23	\$15.10
Riverside Parkway Traffic Safety Improvements		\$1.29	\$1.29	\$1.29	\$3.87
Total Project Funding	\$1.29	\$4.64	\$7.81	\$6.52	\$20.25



"I am both a cyclist and an Officer for Tulsa Police Department. I firmly support any project that will increase the safety of those who choose to walk and ride a bike to their destinations. The toughest calls are those crashes involving pedestrians and bike riders as I know the outcome is tragic."

- Officer Phil Foran, Tulsa Police Department

4.0 Merit Criteria

4.1 SAFETY

The **Tulsa-Jenks Multi-Modal Safety Project** area presents numerous safety concerns and transportation challenges for pedestrians, bicyclists, and the motoring public as people access the trail system. Tulsa regional trails, comprising a more than 120-mile off-street system, forms a trunk network for both commuters and recreational users. The network of arteries of trails is overlaid with another 100 miles on-street system that form a complete alternative system of transportation for all active commuters. The challenge is to make it safer for everyone to access this existing system as Tulsa is set out to add another 100 miles of trails and on-system facilities over the next decade. Safety is the central theme, and the goal is to achieve zero fatalities for those utilizing the vast local network so that it would continue to attract new users.

The primary safety concerns that will be addressed by the **Tulsa-Jenks Multi-Modal Safety Project** are:

- Unsafe speeds and roadway conditions for mixing non-motorized traffic with vehicular traffic;
- Unsafe intersections where numerous vehicle collisions occur that pose even more danger to get across at eight arterial crossings in the project corridor.
- Lack of accessible infrastructure in compliance with ADA on both the trail and Riverside Parkway, due to gaps in the trail system and sidewalks that significantly limit mobility options;
- Lack of connectivity due to limited access points to cross the Arkansas River, thereby diminishing intercity travel for workers and recreation which disproportionately impacts communities of color identified previously;
- Unnecessary conflict points between trails and commercial driveways;
- Deteriorating trail conditions, particularly for the heavily used Segment C, that create unsafe conflict situations between cyclists and pedestrians; and

- Limited lighting creating unsafe environments for trail users, including 2nd and 3rd shift workers who may not have access to a vehicle.

"As a firefighter and first responder, an emergency call to a bike vs motor vehicle or pedestrian vs motor vehicle crash always makes me sick and my stomach tighten. I have seen fatalities that one wishes to never have to experience. INCOG's Multi-Modal Safety Project will create safer routes for cyclists and pedestrians because it will separate these vulnerable road users from high speeding traffic."

-David Wehrli, 2023 Firefighter of the Year, City of Tulsa

Figure 10. Lack of Trail along Riverside Parkway



4.1.1 Bike and Pedestrian Crashes

From 2016-2020, there were a total of 1,711 reported bike/pedestrian crashes within one mile of the project area (Table 4). Crash analysis conducted by INCOG determined that the contributing causes of these collisions were a lack of safe infrastructure to enable safe access for pedestrian and people on bikes based on existing roadway designs and travel speeds and unsafe conflict points between trail users and commercial driveways.

Figure 11, on the following page, depicts the crashes that have occurred within one-mile of the project area. In the past five years, lack of separation of people on bikes and pedestrians within the project

area have contributed to 6 pedestrian and 6 cyclist injuries.

To counteract this unsafe design practice prevalent in the area, the project will reduce conflict points and separate modes through trail design. As depicted in Figure 12, the proposed design completely separates non-motorized and motorized traffic through landscape and hardscape buffers and maintains ample spacing for all modes in narrow rights of way.

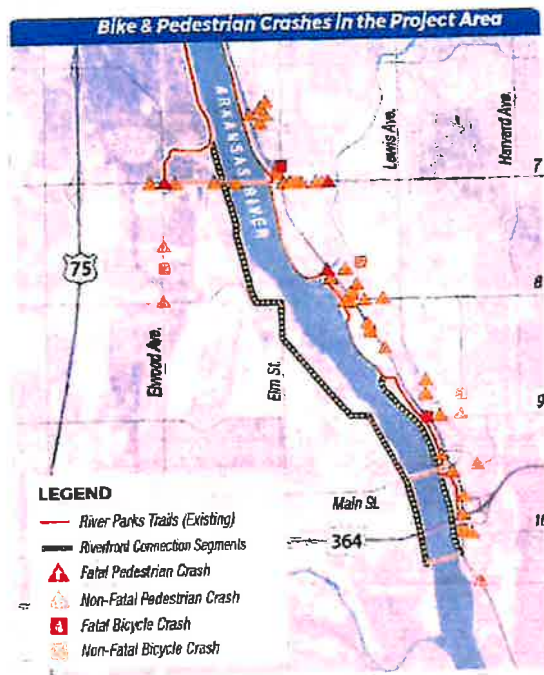
A recent example of these efforts yielding positive results has been the realignment of the east bank trail, away from Riverside Parkway to land along the Arkansas River behind the River Spirit Casino and Resort. Prior to the improvement there was an average of **4.33 bicycle and pedestrian crashes involving motor vehicles per year. In the three years since this trail opened, this rate was reduced to 1.33 bicycle and pedestrian crashes per year, a 69 percent reduction.** Additionally, on the Jenks side of the river, the trail system will be constructed on an existing levee, ensuring a full grade separation between the multi-use trail and the adjacent roadway. Clearly, the construction of the **Tulsa-Jenks Multi-Modal Safety Project** will result in positive safety outcomes for communities in the project area.

Table 5. Bike and Pedestrian Collision Counts (2016-2020)

COLLISION COUNTS	WITHIN 1 MILE OF PROJECT	WITHIN THE PROJECT AREA
All Collisions	1,711	326
Total Injury Crashes	341	162
Total Pedestrian Crashes	107	6
Total Bicycle Crashes	23	6
Pedestrian Fatalities	6	0
Bicycle Fatalities	2	0

The project area injury crashes are nearly 50% of the total crashes, whereas injury crashes within a mile of the project are under 25%, indicating a higher rate of injuries within the project vicinity.

Figure 11. Bike & Pedestrian Crashes in the Project Area



4.1.2 Quantified Safety Benefits

Based on local data and results, this project will reduce bicycle and pedestrian collisions by 60 percent. Much of the benefits come from the reduction in conflict points between the trail alignment and commercial driveways (a total of 12), and an increase in miles of separated trails. The result is a reduction of miles in which bike riders and pedestrians are forced to ride or walk in the street. Safety benefits of this project are expected as a result of separating cyclists and pedestrians from automotive travel.

Removing both current and future pedestrian and cyclist trips from the existing roadway will produce significant safety benefits for the cities of Tulsa and Jenks within the project corridor. The project anticipates \$13.12 million (2020 dollars, discounted at seven percent) in safety benefits due to accident reductions, which amounts to approximately 7 fewer accidents per year, including 5 fewer incapacitating injuries.

Figure 12. Before and After Images of Multiuse Trail by Commercial Area along Riverside Parkway



Table 5. Safety Incident Reduction, Build vs. No-Build Scenario, 2025-2044

SCENARIO	FATAL & INJURY (ANNUAL RATE)
No Build	25
Build	18

4.1.3 Safety Focus: Enhanced Connectivity and ADA Access Improvements

Riverside Parkway is an essential connection to the 918 Trails in Tulsa as it runs directly adjacent to the trail system. Motorists accessing the trails on the east side of the river use Riverside Parkway, and pedestrians or bicyclists traveling from the east must cross the high-volume, high-speed roadway in order to access the trail system. Several deficiencies currently exist on the roadway that have led to increased congestion and unsafe conditions for motorists and non-motorists alike. Close intersection spacing, school traffic, conflicting movements, sidewalk gaps, unreliable wireless communication and power, and road closures were all identified as contributing factors in a Congestion Memo prepared

recently (Appendix F). INCOG and the City of Tulsa plan to improve certain aspects of the roadway as part of the **Tulsa-Jenks Multi-Modal Safety Project** in order to better facilitate safe movement between Riverside Parkway and the trail system along the riverbank.

These improvements include:

- Completing Missing Sidewalk Gap – From 101st street near the southern end of the project location, to 96th street half a mile north, there is a sidewalk gap, leaving a non-continuous sidewalk.
- Making ADA Improvements at Signalized Intersections – Improvements at the signalized intersections will include continental crosswalks and high-visibility road markings that will bring these pedestrian crossings into compliance with the Americans with Disabilities Act. Not only will this improve access for disabled residents and visitors of Tulsa, it will ensure safety and protection for those users where there was none before.

The safety improvements made on Riverside Parkway are essential elements of the project as they provide a holistic connection for pedestrians and bicyclists traveling to utilize the Arkansas river trail system.

4.1.4 Regional Planning for Safety

While the project is intended to provide safety benefits in the near-term, the need for these safety improvements was identified as a priority in the region's long-range plans. [Connected 2045](#), the long-range regional transportation plan, prioritizes the project as a key future investment to enhancing the overall safety of Tulsa's bicycle network. One of the plan's primary goals is to, "improve safety and security for all users of the transportation system by applying strategies that reduce fatal and injury crashes in the Tulsa metropolitan area." INCOG partners with local non-profit groups and the Oklahoma Highway Safety Office aim to bring awareness and fund projects that enhance bike and pedestrian safety, through the Travel With Care initiative, an annual [INCOG-OHSO program](#). This project is not only in complete alignment with current regional safety objectives, it is also the keystone project in the [Arkansas River Corridor Master Plan](#) (2005), a document that has guided planning and implementation of improvements in the corridor for over fifteen years.

The focus of planning activity was to enhance the Arkansas River by improving safety, access, and mobility to, through, and around this local and regional natural resource.

4.2 ENVIRONMENTAL SUSTAINABILITY

The **Tulsa-Jenks Multi-Modal Safety Project** will mitigate adverse environmental impacts to air quality in the region by reducing idling, thus reducing greenhouse gas emissions. Tulsa Metropolitan Statistical Area (MSA) has been on the cusp of marginal non-attainment for decades and INCOG and the EPA recognized [regional Ozone Alert!](#) program annually promotes alternative modes of travel on declared Ozone Alert! days that advocate walking and biking. These trail improvements would enhance the availability and access to both these modes so that the Tulsa region would continue to be in attainment for Ozone.

Further, the project will help improve water quality with natural stormwater mitigation practices. The project sponsors have designed the project to enhance the riparian buffer along the river, reducing

overall erosion and improving habitats for local species. An added benefit of this improvement is the stormwater mitigation benefits, as riparian zones have been shown to [significantly reduce stormwater runoff](#) by increasing groundwater filtration in a natural manner. Additionally, several low-impact development (LID) techniques will be utilized and are described further below.

The project will continue to follow environmental sustainability practices that have and are being implemented in numerous ways by the cities of Tulsa and Jenks, Tulsa County, and the Oklahoma Turnpike Authority for other developments along the river corridor, including Turkey Mountain Urban Wilderness and along the River Parks trail system.

Not only will the new design improvements along the trail system increase the overall resiliency of this infrastructure asset, the following improvements will contribute to the overall environmental sustainability of the project.

- **Practicing Low Impact Development (LID) or Green Infrastructure (GI)** - this design approach helps protect water resources by using techniques that absorb and filter storm water. Several LID techniques will be utilized on this project to contribute to lower stormwater flows and a healthier watershed. This includes [curb cuts](#), [permeable pavement](#) and [bioswales](#) that will redirect stormwater and put it to beneficial use for plant material while filtering the suspended solids.
- **Riparian Barrier Implementation and Improvement** - Planting hundreds of trees along the trail and trailheads, including numerous cottonwoods and American sycamores, will provide a riparian buffer that will not only extend habitat for local species but also reduce erosion in the project area. The [US EPA](#) has noted that riparian buffers are an effective, sustainable means of buffering aquatic systems (like the Arkansas River) against nutrient stressors such as nitrogen while also reducing erosion. Foliage planting will complement and comply with local standards to positively impact the environment to reduce erosion and improve habitats for local species.
- **Light Emitting Diode (LED) Lighting Implementation** - by replacing Cobra High Pressure Sodium (HPS) lighting to updated LED lighting on the project section will bring lighting

on existing sections of the trail into a state of good repair. The addition of new LED lighting on the sections of the trail will make a positive environmental impact. [A Department of Energy Study](#) found that LEDs have less negative environmental impacts over their entire lifecycle than incandescent bulbs like the ones currently being utilized in the project area.

- **Electric Vehicle (EV) Charging Stations** – EV charging stations will be installed at four project area locations, specifically at both ends of the the 96th Street bridge and the locally funded low-water dam and pedestrian bridge. By installing EV charging stations in the project area, INCOG and the Muscogee Nation hope to encourage more electric vehicle use as a way to access the trail system. Currently, there is very limited access for electric vehicle owners and users to charge their vehicles in the project area, which may lead some to choose a less sustainable method of travel to access the trail system.

All of the techniques listed above will directly contribute to the environmental sustainability of the project, but it is important to remember that inherently, this trail project will positively impact the environment by its very nature. Expanding access to active transportation modes will reduce greenhouse gas emissions throughout the project area as cars are taken off the road and people are encouraged to use these alternative modes of travel.

4.2.1 Environmental Justice Screening

To screen the project area for EJ populations, eight EPA EJSCREEN demographic indicators and 12 environmental indicators were used (see Appendix G). Within .5-mile of the project area, several important demographic trends were noted. Over half (51 percent) of the population within a half mile of the project area are people of color. Ten percent of the households are linguistically isolated in this area, 48 percent of the population are low income, and 18 percent have less than a high school education.

Table 6 shows the EJ Environmental Indexes for the .5-mile buffer around the project area. Residents of the project area do not have favorable environmental outcomes for Particulate Matter, Ozone, Diesel PM, and Air Toxins compared to the state of Oklahoma, EPA Region [\(EPA Region 6\)](#), and

the nation. These impacts disproportionately fall on communities of color and other disadvantaged communities in the project area.

INCOG and the Muscogee Nation are dedicated to positive environmental outcomes for all residents of Tulsa and Jenks and will continue to use environmental justice tools and processes to guarantee those outcomes. Part of this commitment is the construction of the **Tulsa-Jenks Multi-Modal Safety Project**, which will increase active transportation choices and reduce idling, thereby reducing greenhouse gas emissions in the project area and other pollutants common to heavy roadway use.

Table 6. EJSCREEN Results, .5-Mile Project Buffer

EJ INDEX	STATE %	EPA REGION %	USA %
PM 2.5	86	64	77
Ozone	84	62	75
NATA Diesel PMM	88	69	75
NATA Air Toxics Cancer Risk	83	59	72
NATA Respiratory Hazard Index	87	67	77
Traffic Proximity & Volume	75	51	64
Lead Paint Indicator	70	62	68
Superfund Proximity	84	60	69
RMP Proximity	74	53	66

4.3 QUALITY OF LIFE

The **Tulsa-Jenks Riverfront Connections Project** improves quality of life for all residents and visitors to the project area and in the region. With this transportation investment, the project partners are seeking to increase active transportation, facilitate upward economic mobility for lower income residents, improve health and wellness for all, and create new recreational and tourism destinations while protecting the region's most valuable natural resource, the Arkansas River.

These aspects are best summarized as:

- The project will improve mobility and affordable transportation choices for individuals, providing freedom to choose transportation mode, offering independence for aging and younger residents.

- By creating a safe off-street trail system that connects a wide range of destinations, regional and local, this project makes owning a bicycle or walking viable transportation alternatives. Additionally, ADA improvements in the project area will improve access for disabled residents, allowing for a safe, outdoor recreation space.

"My neighborhood is near the trail system in Jenks and about two miles from the planned outlet malls in Jenks. I love the idea of being able to ride a bike with my girls to the mall instead of packing everyone into the car and driving around looking for a parking spot. I am excited for INCOG's project and will definitely be using the new trails."

- Natalie Cagle, Jenks Resident

- Lower income households will be able to use trails for walking and biking thereby saving on costlier transportation alternatives. Currently, communities within the Area of Persistent Poverty mentioned earlier and other disadvantaged communities in the project lack efficient access to the river. This inequitable situation will be resolved through construction of this project, mostly benefiting these disadvantaged communities that don't currently have safe access to the river trails.
- Current estimates for this corridor show 7% of households do not own a single vehicle and 49% of households only own 1-vehicle. Average costs of vehicle ownership in Tulsa (over \$13,209 – 26% of income) are some of the highest costs in the country. Giving households the ability to supplement their transportation costs with more cost-effective, short-distance modes can be a significant economic boost to the household and creates opportunities for upward economic mobility for lower and middle-income residents.
- Oklahoma currently has one of the [nation's highest obesity rates](#). Active transportation improvements have [been shown](#) to create opportunities for people to exercise and build physical activity into their daily routines. By reducing the distance to key destinations along the river and improving the bicycle and pedestrian facilities that connect those destinations, the project will contribute to the overall health and wellness of the Tulsa and Jenks population.

As a result of this project, the expansion of access to jobs on both banks of the river will be made possible without having to depend on an automobile or a license to drive. Table 7 lists many of these destinations which will have improved access to the expanded trail network.

Table 7. Quality of Life and Livelihood Destinations

JOB CENTERS	The Muscogee Nation owned and operated River Spirit Casino and Resort, Richard L. Jones, Jr. Airport, Tulsa Hills Shopping Center, Jenks RiverWalk Crossing, Citiplex Medical and Office Center, Jenks Downtown, Jenks Public Schools and the future Tulsa Outlet Mall in Jenks
HEALTH CARE / MEDICAL	Access Medical (Urgent Care), Utica Park Clinic, DLO Jenks Patient Center, OSU Medicine-Jenks/Riverside, Carter Health Care, Travis Chiropractic
ESSENTIAL SERVICES & DESTINATIONS	Jenks High School, Jenks Freshmen Academy, Jenks Middle School, Tulsa Technology School, Walmart Super Center, Walmart Neighborhood Market, Reasors, Oral Roberts University
REGIONAL DESTINATIONS	Oklahoma Aquarium, Turkey Mountain Urban Wilderness

4.3.1 Recreation Access Benefits

The Turkey Mountain Urban Wilderness is an extremely popular recreational destination for multiple user groups throughout the region and the state. Turkey Mountain Urban Wilderness trails, and the multi-use trail system connecting to it, offers hikers, cyclists, trail runners, and horseback riders a shared space for healthy, recreational activity. In April 2020, Tulsa River Parks Authority revealed the Turkey Mountain Master Plan.

The new plan will expand the urban wilderness to more than 600 acres and add several new features such as new bike and pedestrian connections, a zipline facility, extreme bike courses and a velodrome. Along the Arkansas River to the north, the recently completed construction of The Gathering Place, offers the largest privately funded public park in the Nation for residents and visitors.

The **Tulsa-Jenks Multi-Modal Safety Project** will connect the regional trail system along the river to the Turkey Mountain Urban Wilderness, providing residents and visitors alike with an active transportation mode to access the Wilderness while connecting the Wilderness to commercial sites on the other side of the river.

The RAISE project's resiliency improvements to the multi-use trails and shared paths along the river that connect to Turkey Mountain will support Turkey Mountain's diverse array of recreational options decades into the future.

The project's multiuse trails are anticipated to decrease the vehicle miles of travel, by removing trips currently made via automotive vehicle and adding cycling and walking trips. Cycling and walking have positive health benefits for the population of the Tulsa region as well as mobility and sustainability benefits to the surrounding environment. The health benefits and benefits due to positive sustainable practices such as added cyclist and pedestrian travel are not counted in the benefit cost analysis.

4.3.2 Riverside Parkway Enhanced Connectivity and ADA Access Improvements

The Enhanced Connectivity and ADA Access Improvements proposed along Riverside Parkway will also significantly improve the quality of life for residents adjacent to the project area.

Motorists will benefit from more efficient signaling, reducing travel and idle times and allowing for more efficient travel overall. As traffic movements are improved lanes and flashing yellow arrow implementation, drivers in the project area can expect to spend less time in traffic during peak hours.

Additionally, ADA improvements on Riverside Parkway are essential in order to provide disabled residents with a safe and easy way to access the trail system, significantly improving quality of life for those residents as they will now be able to access employment, recreational, and commercial opportunities that were previously inaccessible.

4.4 MOBILITY AND COMMUNITY CONNECTIVITY

Primary purpose of the Tulsa-Jenks Multi-modal Safety Project is to safely connect communities that are separated by the river, neighborhoods separated from the Roadway to the Trail, intersections that are disconnected from intermittent sidewalks in the project area.

These access and mobility challenges will be addressed with proposed local and federal investment. The RAISE project will provide safe crossings at the intersections with colored concrete crosswalks, pedestrian signals, center refuges, ADA ramps, upgraded video detection and linking signals for smooth flow of traffic. Project elements that are related to specific eight intersections as identified by the City of Tulsa of Traffic Engineer, will reduce delay and improve safety for vulnerable users. The project will provide safe crossings, build new sidewalks to fill the gaps, build a new trail for people to use for both commuting and recreational purposes. The RAISE project will also build adequate ADA ramps and signal timing plans to suit the needs of seniors and people with disabilities, thereby improving access to mobility impaired population.

The core connectivity part of the RAISE project will build connections within Tulsa and Jenks to access existing facilities and connect with other facilities such as the planned pedestrian bridge across the River at 104th Street and Riverside Drive, scheduled to be built with locally approved funds.

In addition, the RAISE project will connect Turkey Mountain Urban Wilderness area with the community of Jenks utilizing the existing levee to make the connection as shown in designs. The outcome of the project is to ensure that modal equity and community connectivity is accomplished with the investment as proposed.

4.5 ECONOMIC COMPETITIVENESS

A primary objective of the **Tulsa-Jenks Multi-Modal Safety Project** is to increase access between communities and jobs at regional employment centers. This project decreases transportation costs and improves reliability through the creation of a viable, affordable, active transportation alternative. The trail connections constructed by this project

will provide a safe, off-street trail network that is accessible to workers regardless of income level or health status. The proposed trail connections will provide direct access via off-street trails along the river to downtown Tulsa. Improvements to pedestrian facilities along Riverside Parkway will further enable this access. Tulsa's downtown is within ten miles of this project and is the location of over 35,000 jobs. This fully connected trail network will connect residential areas (workers) to numerous other employment centers, business districts, dining and entertainment hubs, and schools/universities through an active transportation alternative option.

The economic presence within the project area is increasing as the largest mall ownership group in the U.S., Simon Premium Outlets, anticipates construction of Tulsa Premium Outlets in Jenks. The 340,000-square-foot center of retail space will provide 800 jobs immediately adjacent to the proposed trail on the west side of the river. These outlets will not only benefit from the increased employment access provided by the project but will also increase foot traffic to businesses throughout as trail users are provided with a more efficient way to access the outlets. The enhanced trail will connect River Spirit Casino & Resort visitors and other users to additional regional destinations. Although not part of this project, the Muscogee Nation is planning for new developments in the project area upon completion of the low water dam, including operating a water taxi/shuttle service from the east to the west banks of the river. This new service, enabled by this RAISE project, is part of a larger regional tourism/entertainment district strategy that will connect commuters to jobs.

Despite these growing economic opportunities, transportation is still a major barrier for workers, with 22% of the population within the project area living in poverty. Only 66% of the eligible workforce, age 16 and above, were employed in 2019. Seven percent of these households do not own a single vehicle and 49% of households only own one vehicle. According to the Housing and Transportation Affordability Index (H+T), the average household in the Tulsa metro spends \$13,209 annually on transportation costs - 26% of their income, with housing also being 26% of their income. In comparison, Denver, Kansas City and St. Louis residents spend 18%, 23% and 19%

respectively on transportation. H+T Metrics also revealed that for neighborhoods within a mile of this project area, having trails reduced average annual transportation costs by \$1,000-3,000. The project will provide a variety of safe transportation options, allowing residents to choose what works best. Eliminating these transportation barriers with a trail network that supports safe and affordable transportation options will improve access and reliability for workers of the nearly 1200 existing small business establishments in the City of Jenks, over 500 employers in the corridor within the City of Tulsa and provide a direct access to the planned Tulsa Premium Outlets in Jenks adjacent to the Trail. The proposed project also provides direct access to the Muscogee Nation's Tulsa River Spirit Casino, enhancing access to over 1,500 jobs.

This project also increases the economic productivity of land adjacent to the Arkansas River, associated capital infrastructure investments, and the labor force living within the project area. It supports local investments in retail and restaurant properties along the riverfront by developing infrastructure that will support the movement of people and goods along the corridor.

The trail enhancements improve access to existing and planned commercial properties and ensure that the goods and services produced at these locations are more accessible to a wider variety of people in the Tulsa metropolitan area.

4.5.1 Residual Value of the Trails

As discussed in the Benefit Cost Analysis (BCA) Technical Memorandum, the design life of the trails will be 40 years. Per USDOT instruction, the project analysis period is equal to the construction period (three years) plus the useful life of the roadway (20 years), for a total project analysis period of 23 years (FY 2026 – FY 2046). At the end of the project analysis period, project partners will realize the additional benefit of the residual value of the trails that still exist. It is expected that there will be \$2.5 million (2020 dollars, discounted at seven percent) in residual value benefits through the end of the analysis period.

Figure 13. Flooding along W. 81st Street Bike Route

trail, reducing erosion and enhancing maintenance. This improvement will make future maintenance efforts and impacts due to flooding less costly and devastating. The Tulsa District USACE fully supports this project and the use of the levee as a base for the trail system. Tulsa County engineers and maintenance crew will be able to access the new hard-surface multi-use trail on the levee, allowing for ease of routine maintenance on the levee itself.

Therefore, this project not only benefits the state of good repair of the trail system but enables more efficient maintenance of the levee system as well.

4.6 STATE OF GOOD REPAIR

INCOG's GO Plan [Bicycle/Pedestrian Regional Master Plan](#), an integral component of the Long Range Transportation Plan for Tulsa TMA and a part of the Comprehensive Plan for Tulsa, not only identifies new trails but also seeks to maintain existing trails in state of good repair. Maintenance costs on trails and roadways are part of the plan to restore critical active transportation infrastructure to a state of good repair. The existing one-mile section (Project Segment C of the RAISF Project) of trail that is proposed to be rebuilt is in poor condition. This trail was built over 35 years ago and does not meet adopted local trail design standards, leading to a desperate need for replacement. It is an asphalt trail with an inadequate base which has resulted in tree roots pushing up the pavement, uneven trail surface resulting in water ponding at various locations during rainfall events.

Figure 14. Existing West Bank Trail ends in a Goat Path

Much of the west bank trail will be designed to be built on top of a flood control levee, which improves the levee system by creating a hard surface concrete

4.6.1 Summary of Operating Funding

The project's operations and maintenance cost savings align with the national priority of maintaining a state of good repair. Further, maintenance has been considered throughout the design process as a quality assurance measure to ensure that the proposed improvements have a long-lasting benefit to the community and that future safety hazards associated with insufficient maintenance can be avoided. This will minimize lifecycle costs of the assets constructed or rehabilitated as part of this project. All of the proposed elements will be maintained as part of routine maintenance by agreements between and among the cities of Tulsa and Jenks as well as Tulsa County and the River Parks Authority.

The **Tulsa-Jenks Multi-Modal Safety Project** will be maintained throughout its lifecycle in accordance with federal asset management standards and local asset management policies, practices, and planned enhancements. After the project construction is complete, the annual operations and maintenance (O&M) costs of the project are estimated to be \$10,000 per mile annually. With a total of 7.75 miles of enhanced trail system, the total O&M cost is \$75,500 annually. The O&M costs include the costs for the City of Tulsa and the City of Jenks to maintain the trail, trailheads, signage, signals, and crosswalk repairs. Tulsa County contribution will be responsible for maintaining the levee portion of the trail. The City of Tulsa and the City of Jenks will be responsible for absorbing the remaining O&M costs within their respective annual operating budgets.

4.7 PARTNERSHIP

INCOG and the Muscogee Nation are committed to working with a broad array of stakeholders to complete the project successfully and seamlessly. These regional and local stakeholders are critical partners in completing the project, as demonstrated in Table 8.

Table 8. Partnership Description

PARTNER	RESPONSIBILITY	COMMITMENT
Indian Nations Council of Governments (INCOG)	Applicant, program manager and grant administration of the RAISE grant.	\$1.6 million in TAP funds currently committed
Muscogee Nation	Co-applicant – the project is located in the Muscogee Nation territory	Project Co-Applicant
City of Tulsa	Funding partner, responsible for design and construction of project elements within its corporate limits, and responsible for future maintenance.	\$3 million in capital costs and future maintenance
City of Jenks	Funding partner, responsible for design and construction of project elements within its corporate limits, and responsible for future maintenance.	\$1.05 million in capital costs & future maintenance
Tulsa County	Responsible for maintaining the levee and repairs which enables the trails to go on top of the levee.	Future infrastructure maintenance
Oklahoma Department of Transportation (ODOT)	Responsible for completing the NEPA process for the RAISE project.	NEPA coordination
Oklahoma Turnpike Authority (OTA)	Allowing existing Creek Turnpike Right of Way use under the Arkansas River bridge to accommodate trail and trailhead parking for the RAISE grant project to access new trail.	Right-of-way use
Tulsa District, US Army Corps of Engineers (USACE)	Responsible for permitting (Section 404 & 408 permits).	Permitting

The project enjoys a broad cross-section of community support and stakeholder involvement.

Letters of commitment and support from the following entities are attached in Appendix C.

- Indian Nations Council of Governments (Co-applicant)
- Muscogee Nation (Co-applicant)
- City of Tulsa (Sponsor)
 - Mayor G.T. Bynum
 - City Councilor Phil Lakin
- City of Jenks (Sponsor)
 - Mayor Cory Box
 - City Manager Chris Shrodt
- River Parks Authority (Sponsor)
 - U.S. Senator James L. Inhofe
 - Congressman Kevin Hern
- Tulsa County Board of County Commissioners
- Transportation Agencies
 - Oklahoma Department of Transportation, Secretary of Transportation Tim Gatz
 - Oklahoma Turnpike Authority
- Other Community Support
 - Tulsa Health Department
 - Tulsa Regional Chamber
 - Jenks Chamber of Commerce
- Jenks Public Schools
- Tulsa Community Foundation
- This Machine (Tulsa Bikeshare)
- Bicycle/Pedestrian Advisory Committee (BPAC)
- Humble Sons Bike Company & Bike Club
- Francis Energy
- King Investments

4.8 INNOVATION

Innovative Design and Technology: The project's design will replicate the innovative installation methods of the recently relocated river trail behind the River Spirit Casino and Event center along the project corridor.

The project will include several components of innovative design and technology, such as:

- Following the practice of [Low Impact Development](#) (LID) a design approach that helps protect water resources by using techniques such as bioswales and rain gardens that absorb and filter storm water before release to stormwater systems or waterways to reduce pollutant runoff and improve water quality.
- Concrete edges with asphalt in the middle of the trail to prevent edge failure and withstand stormwater runoff more durably without damaging the trail.
- Building the concrete paved trail on top of the existing levee by hardening the surface will improve maintenance access and minimize degradation of the levee while utilizing existing right-of-way.
- Installing LED lighting along various stretches of the project area for environmental and safety benefits.

- Flashing yellow arrow improvements, as well as improved signal communications that will significantly improve the reliability and efficiency of traffic-control devices on Riverside Parkway.

Innovative Financing: The project will take advantage of committed 15-year revenue stream known as [Vision Tulsa](#), made available by a voter approved measures in Tulsa and Jenks that commit bondable funds to this project.

This historic program is meant to sponsor economic development projects within Tulsa over 15-years, but as a result of work done by the City, over 80 percent of the 37 projects in Vision Tulsa were funded within the first five-years of the program.

The Tulsa-Jenks Multi-Modal Safety Project will take advantage of this revenue stream, helping INCOG make accurate but flexible projections for cost management on the project.



5.0 Project Readiness: Environmental Risk

The project is expected to begin construction in a timely manner. INCOG, the Muscogee Nation, and project partners have undertaken significant preparatory planning studies and regional planning efforts that support timely implementation of the **Tulsa-Jenks Multi-Modal Safety Project**.

5.1 INCOG'S EXPERIENCE ADMINISTERING FEDERALLY FUNDED PROJECTS

INCOG will be the primary entity implementing the **Tulsa-Jenks Multi-Modal Safety Project**. INCOG selects and coordinates other federally funded projects for both the Surface Transportation Block Grant Program (STBGP) and Transportation Alternatives Program (TAP) along with ODOT.

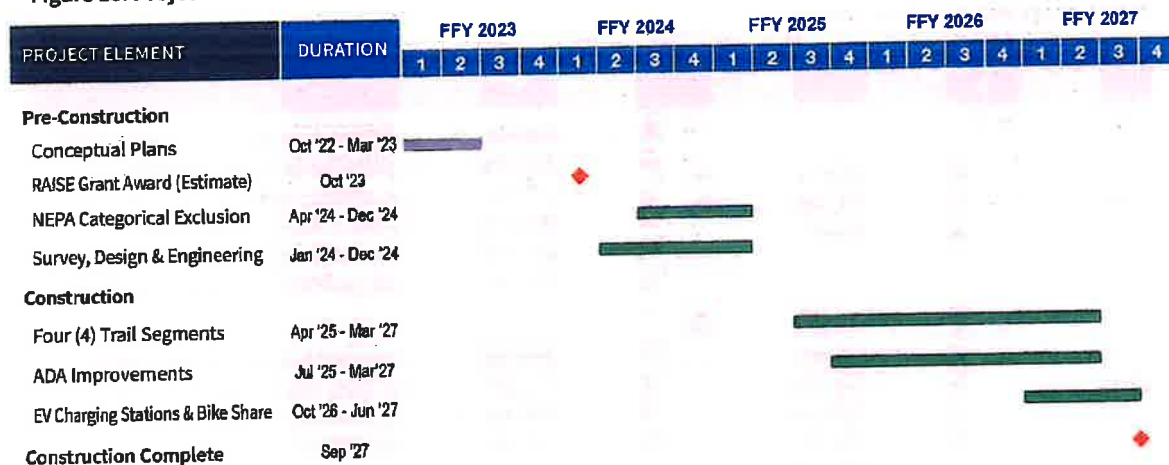
In addition, INCOG has experience in coordinating large federally funded projects and smaller ADA and trail projects with local jurisdictions, federal agencies and other state agencies. INCOG also administers Federal Transit Administration programs as a Designated Recipient for Section 5310 funds, overseeing multiple sub-recipients. Finally, INCOG successfully helped the City of Tulsa, the recipient of a previous USDOT TIGER Award, in completing the Riverside Parkway Project. In addition, INCOG works with the U.S. Army Corps of Engineers, local communities and the Tulsa Area Emergency Management Agency in working through any local environmental risks and hazards to various planning and permitting processes.

5.2 PROJECT SCHEDULE

The project is ready for a timely implementation with conceptual plans completed for nearly all project elements. With award of FY22 RAISE funds, project design and engineering will be complete by the first quarter of Federal Fiscal Year 2025. The project will be built on public lands, rights of way and easements. Construction is scheduled to begin for all project elements in FFY 2025 and be complete by September 2027.

The project construction will begin in the following phases by each project segment as shown below.

Figure 15. Project Schedule



5.3 REQUIRED APPROVALS

Environmental Permit and Review: The National Environmental Policy Act (NEPA) process will consist of a Categorical Exclusion (CE) for this project. Partnering with ODOT, INCOG will obtain the CE for minor impacts throughout the project area. Significant environmental documents and analyses have been completed as a part of the Arkansas River Master Plan, including Water Quality Assessment, Cultural Resources Analysis, Biological and other specialist related studies. Extensive consultation has occurred by project partners with USACE and other State and Federal resource agencies. The NEPA process for the RAISE project is scheduled to be completed by fall of 2024. The NEPA Schedule is attached in Appendix E.

Planning Consistency and Support: The RAISE project segments were included and received significant public input and support from numerous planning and funding initiatives.

The following adopted plans and programs identified and prioritized the project:

- Tulsa Transportation Management Area Trails Master Plan, 1999
- Arkansas River Corridor Master Plan, Phase I Vision Plan, 2004
- [Arkansas River Corridor Master Plan, Phase II, Pre-Reconnaissance Study, 2005](#)
- Arkansas River Low Water Dams and Pubic Access/Recreational Improvements, 2015
- Tulsa Regional Bicycle and Pedestrian Master Plan, the GO Plan, 2015
- INCOG's Connected 2045 Regional Transportation Plan, 2017
- Turkey Mountain Master Plan, 2020

Public Support and Outreach Activities: Significant outreach has been undertaken for this project for the overall Arkansas River Corridor Master Plan, spanning 20 years of positive support for the project from the public and project partners. In addition, public support has been evidenced through community engagement activities for recent and current updates to the Jenks and Tulsa Comprehensive Plans.

5.4 ASSESSMENT OF PROJECT RISKS AND MITIGATION STRATEGIES

The project schedule allows for completion well before the statutory RAISE program deadlines. Table 9 lists the top three risks associated with the project and the mitigation plan for each.

Table 9. Risks and Mitigation Strategies

PROJECT RISK	RISK	MITIGATION PLAN
Cost Overruns	With any project, cost overruns are a potential, especially if the project is delayed	The Budget includes 15% contingency in addition to 3% annual cost escalation. Value Engineering process is envisioned to optimize the project costs. The project is also scalable with regard to amenities provided without reducing the trail connectivity. Should costs increase beyond the contingency budgeted, the cities of Tulsa, Jenks, and RiverParks Authority may use additional available capital funds.
Governance Framework	What makes the project unique are the multiple partners which also adds complexity – the diversity of public entities directly invested and responsible for project delivery	INCOG has a long-standing partnership in local transportation policy and governance with the City of Tulsa, City of Jenks, Tulsa County and ODOT. To ensure seamless project delivery all parties have agreed to the outlining of roles and responsibilities (Table 9).
Schedule	NEPA Process delay	ODOT will perform the environmental clearance and has extensive experience in clearing literally hundreds of federally assisted projects. The consultation with resource agencies and the studies done to date will mitigate any delays with the NEPA process.



6.0 Benefit Cost Analysis

A benefit-cost analysis (BCA) was conducted for Tulsa-Jenks Multi-Modal Safety Project for submission to the U.S. Department of Transportation (USDOT) as a requirement of a discretionary grant application for the FY 2022 RAISE Grants program. The analysis was conducted in accordance with the benefit-cost methodology as outlined by USDOT in the Benefit-Cost Analysis Guidance for Discretionary Grant Programs, released in March 2022. The period of analysis corresponds to 23 years and includes 3 years of construction and 20 years of benefits after operations begin in 2026.

The BCA Technical Memorandum can be found in Appendix A.

Table 10. Project Benefits Summary

TYPE OF BENEFIT	UNDISCOUNTED	DISCOUNTED (7%)
Costs	\$16.56	\$11.10
Benefits		
Safety	\$39.77	\$13.12
Travel Time Savings	\$44.83	\$14.79
Avoided Agency Costs (O&M and R&R)	\$0.14	\$0.62
Total Benefits	\$123.7	\$47.6
Net Present Value (NPV)	\$68.18	\$17.43
Benefit-Cost Ratio (BCR)	5.12	2.57
Internal Rate of Return (IRR)	22%	22%
Payback Period		7 years

6.1 COSTS

The capital cost for this Project is expected to be \$20.25 million in undiscounted YOE dollars through 2027, equating to \$16.56 million in undiscounted 2020 dollars. At a 7 percent real discount rate, these costs are \$11.10 million in 2020 dollars. The Operations and Maintenance (O&M) costs associated with this project are estimated to be \$77,500 annually in 2022 dollars, equating to \$71,204 annually in 2020 dollars.

6.2 BENEFITS

In 2020 dollars, the Project is expected to generate \$28.53 million in discounted benefits using a 7 percent discount rate. These monetized benefits are derived from safety benefits of avoided collisions, reduction in travel time for motorists at impacted intersections, and reduced agency R&R costs. This leads to an overall project Net Present Value of \$17.43 million in 2020 discounted dollars and a Benefit Cost Ratio (BCR) of 2.57.

Safety

Safety benefits are primarily derived from the bicycle and pedestrian crashes that will be avoided from the trail construction efforts that remove cyclists and pedestrians from unsafe roadway travel conditions to a shared path away from oncoming traffic. More specifically, the installation of high-visibility crosswalks at eight intersections as well as the installation of pedestrian refuges at these intersections are expected to provide significant passenger safety benefits. Some auto crashes are expected to be avoided through the traffic-calming improvements on Riverside Drive, such as the installation of left-turn flashing yellow arrows at high-risk intersections.

Travel Time Savings

The intersection improvements, including traffic signal coordination, installation of left-turn flashing yellow arrows, as well as improved markings are all expected to yield small travel-time savings to auto users at each of the intersections impacted.

State of Good Repair and Avoided Agency Costs

In the build scenario, the total mileage of the trail system is expected to increase from 1 mile to approximately 7.5 miles. As such, in addition to the intersection improvements proposed, the trail enhancements under this project are expected to increase operating and maintenance costs to an average annual rate of \$77,500 in 2022 dollars (or \$71,204 in 2020 dollars), scaling relatively evenly with the increased mileage. Per USDOT guidance, O&M costs are included in the numerator along with other project benefits when calculating the benefit-cost ratio (BCR).

Residual Value of the Trails

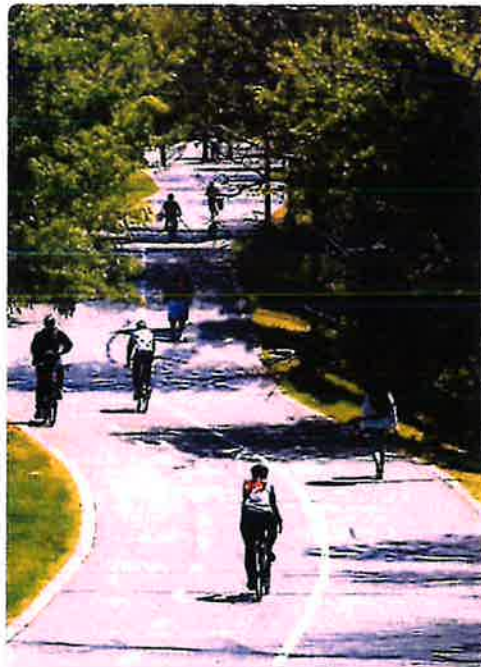
Residual Value benefits are derived from the value remaining on each investment's lifecycle value at the end of the analysis period. The design life of the asphalt trails is expected to be 20 years. As the project operations period is also defined as 20 years as part of this BCA, no residual value is expected to be retained at the end of the analysis period. The roadway intersection improvements are also not expected to retain any significant residual value at the end of the analysis period. Therefore, INCOG will realize no additional benefit of the residual value of project elements that would exist at the end of the analysis period.

Quality of Life

Health benefits are accrued by cyclists and pedestrians, both commuter and recreational, who are shifting routes to or will be using for the first time the new path. The Project improves users' quality of life further through improving aesthetics and natural environment to interact with, but these benefits have not been quantified.

Health Benefits

Health benefits apply to cyclists who would otherwise not be able to use a bicycle under existing conditions, and to both pedestrians and cyclists who have access to improved connectivity to the trail system and a larger system by mileage. These pedestrians and cyclists realize benefits by increased daily physical activity, which has been shown to improve health and reduce future medical costs. USDOT BCA guidance from March 2022 identified health benefit monetization values per induced cyclist and pedestrian trip. While there are expected to be new induced trips as a result of project improvements, the project team was unable to quantify the estimated number of induced cyclist and pedestrian trips. Therefore, these benefits were not monetized.



APPENDICES

All appendices are hosted on the project website:
www.incog.org/Transportation/RAISEFY22_MultiModalSafety.html

- **Appendix A.** Benefit Cost Analysis Technical Memorandum
- **Appendix B.** BCA Model
- **Appendix C.** Letters of Support
- **Appendix D.** Related Project Documents and Plans
- **Appendix E.** Proposed NEPA Schedule
- **Appendix F.** Riverside Parkway Congestion Update
- **Appendix G.** EJ Screen Analysis





CITY OF JENKS

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

April 7, 2022

Honorable Pete Buttigieg
Secretary of Transportation
U.S. Department of Transportation
1200 New Jersey Ave., SE
Washington, DC 20590

RE: Support for Tulsa-Jenks Multi-Modal Safety Project: Connecting
Communities for Equity and Safety

Dear Secretary Buttigieg,

We are thrilled to partner with the Indian Nations Council of Governments (INCOG), our regions Metropolitan Planning Organization, and other regional stakeholders on the Tulsa-Jenks Multi-Modal Safety Project to strengthen the region's trail and roadway systems for enhanced mobility and community connections. When completed, this project will connect more people safely to commercial and entertainment districts in Jenks.

The City of Jenks will commit \$1.05 million of local funding which was approved by Jenks voters in 2016 through our Vision Jenks Capital Improvement Program. Paired with the commitment of funds by the City of Tulsa, these funds represent the match for the proposed \$16.20 million RAISE grant for the Tulsa-Jenks Multi-Modal Safety Project.

We will work closely with INCOG and the other project partners to complete the project in an expeditious manner. The City of Jenks has experience with federal transportation grants, and we will secure needed design services and let the construction projects within the City of Jenks. Once completed, the City of Jenks will maintain the trail infrastructure within our jurisdiction.

Please accept this letter of support and financial commitment from the City of Jenks for INCOG's Tulsa-Jenks Multi-Modal Safety Project. Again, the City of Jenks is pleased to support this application as this truly is a project of regional significance, and it will have a positive impact on our community and visitors when it is completed.

Sincerely,

Cory Box, Mayor
City of Jenks

EXHIBIT B

INCOG/FHWA RAISE 2022 GRANT AGREEMENT

- | | | | | | | | |
|---|--|----------------|--------------|------------------|-------------|--------|--------------|
| <p>1. Award No.
693JJ32440087</p> <p>4. Award To

Indian Nations Council of Governments
(INCOG)
2 West 2nd St
Suite 800
Tulsa, OK 74103</p> <p>Unique Entity Id.: TVQCE9ULT771
TIN No.: 73-0769499</p> <p>6. Period of Performance
Effective Date of Award –
03/31/2028</p> <p>8. Type of Agreement
Grant</p> <p>10. Procurement Request No.
HOFM240006PR</p> <p>12. Submit Payment Requests To
See Article 13 of the General Terms and
Conditions.</p> <p>14. Accounting and Appropriations Data
1560C76E50.2022.070RA07500.7001000000.41050.61006600</p> <p>15. Description of Project
Tulsa-Jenks Multi-Modal Safety Project</p> <p>RECIPIENT
16. Signature of Person Authorized to Sign</p> <p style="text-align: center;"> 11/31/2023</p> <p>Signature _____ Date _____
Name: Rich Brierre
Title: Executive Director</p> | <p>2. Effective Date
See No. 17 Below</p> <p>3. Assistance Listings No.
20.933</p> <p>5. Sponsoring Office
U.S. Department of Transportation
Federal Highway Administration
Office of Acquisition & Grants Management
1200 New Jersey Avenue, SE
HCFA-32, Mail Drop E62-204
Washington, DC 20590</p> <p>7. Total Amount</p> <table border="0"> <tr> <td>Federal Share:</td> <td style="text-align: right;">\$16,200,000</td> </tr> <tr> <td>Recipient Share:</td> <td style="text-align: right;">\$4,050,000</td> </tr> <tr> <td>Total:</td> <td style="text-align: right;">\$20,250,000</td> </tr> </table> <p>9. Authority
49 U.S.C. 6702; Infrastructure Investment and
Jobs Act (Pub. L. No. 117-58, div. J, Nov. 15,
2021)</p> <p>11. Federal Funds Obligated
Base Phase: \$1,260,720
Subject to the availability of funds (SAF):
Component 1: \$2,970,146
Component 2: \$11,969,134
Total Potential Value: \$16,200,000</p> <p>13. Payment Office
See Article 13 of the General Terms and
Conditions.</p> <p>FEDERAL HIGHWAY ADMINISTRATION
17. Signature of Agreement Officer</p> <p style="text-align: center;">DAVID JAMES
VILLALOBOS</p> <p style="text-align: right;">Digitally signed by DAVID
JAMES VILLALOBOS
Date: 2024.01.03 10:42:40 -05'00'</p> <p>Signature _____ Date _____
Name: David J. Villalobos
Title: Agreement Officer</p> | Federal Share: | \$16,200,000 | Recipient Share: | \$4,050,000 | Total: | \$20,250,000 |
| Federal Share: | \$16,200,000 | | | | | | |
| Recipient Share: | \$4,050,000 | | | | | | |
| Total: | \$20,250,000 | | | | | | |

U.S. DEPARTMENT OF TRANSPORTATION
GRANT AGREEMENT UNDER THE
FISCAL YEAR 2022 RAISE GRANT PROGRAM

This agreement is between the United States Department of Transportation (the “USDOT”) and the Indian Nation Council of Governments (INCOG) (the “Recipient”).

This agreement reflects the selection of the Recipient to receive a RAISE Grant for the Tulsa-Jenks Multi-Modal Safety Project.

If schedule A to this agreement identifies a Designated Subrecipient, that Designated Subrecipient is also a party to this agreement, and the parties want the Designated Subrecipient to carry out the project with the Recipient’s assistance and oversight.

The parties therefore agree to the following:

ARTICLE 1
GENERAL TERMS AND CONDITIONS.

1.1 General Terms and Conditions.

- a) In this agreement, “**General Terms and Conditions**” means the content of the document titled “General Terms and Conditions Under the Fiscal Year 2022 Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant Program: FHWA Projects,” dated October 18, 2022, which is available at <https://www.transportation.gov/policy-initiatives/raise/raise-grant-agreements>. The General Terms and Conditions reference the information contained in the schedules to this agreement. The General Terms and Conditions are part of this agreement.
- b) The Recipient states that it has knowledge of the General Terms and Conditions.
- c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient’s non-compliance with the General Terms and Conditions may result in remedial action, terminating of the RAISE Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the USDOT the RAISE Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

ARTICLE 2
SPECIAL TERMS AND CONDITIONS.

There are no special terms for this award.

**SCHEDULE A
ADMINISTRATIVE INFORMATION**

1. Application.

Application Title: Tulsa-Jenks Multi-Modal Safety Project

Application Date: 04/14/2022

2. Recipient's Unique Entity Identifier.

See section 23.3 of the General Terms and Conditions.

3. Recipient Contact(s).

Jane Ziegler
Senior Transportation Planner
INCOG
2 West 2nd St, Suite 800
Tulsa, OK 74103
(918) 584-7526
jziegler@incog.org

4. Recipient Key Personnel.

Name	Title or Position
Thomas Dow	Transportation Director, INCOG

5. USDOT Project Contact(s).

David J. Villalobos
Agreement Officer (AO)
Federal Highway Administration
Office of Acquisition and Grants Management
HCFA-32, Mail Stop E65-312
1200 New Jersey Avenue, S.E.
Washington, DC 20590
(202) 366-7430
david.villalobos@dot.gov

and

Travis Wheeler
Agreement Specialist (AS)
Office of Acquisition and Grants Management
HCFA-32, Mail Stop E65-119

1200 New Jersey Avenue, S.E.
Washington, DC 20590
(202) 366-8887
Travis.wheeler@dot.gov

and

Scott Armstrong
Agreement Officer Representative (AOR)
Federal Highway Administration - Oklahoma Division
5801 N Robinson Ave., Suite 300
Oklahoma City, OK 73118
Office Phone: (405) 254-3342
Cell: (580) 334-4406
Scott.armstrong@dot.gov

6. Payment System.

USDOT Payment System: DELPHI eInvoicing

7. Office for Subaward and Contract Authorization.

USDOT Office for Subaward and Contract Authorization: FHWA Office of Acquisition
and Grants Management

8. Federal Award Identification Number.

See section 23.2 of the General Terms and Conditions.

9. Designated Subrecipient.

DESIGNATED SUBRECIPIENT: NONE SCHEDULE B PROJECT ACTIVITIES

1. General Project Description.

The project will provide a multi-modal trail system that separates bicycles and pedestrians from motorized traffic along the east and west banks of the Arkansas River. The project will complete sidewalk gaps and improve signals at intersections.

2. Statement of Work.

Preliminary Engineering

- Final design and construction documents

Construction

Component 1: Riverside Parkway (Pkwy)

Construction of Multi-Modal Safety countermeasures on Riverside Parkway between 81st St S and 101st St S as below:

- Continental crosswalks at signalized intersections
- Traffic signal upgrades and coordination
- Pedestrian countdown signals (APC)
- Construct American with Disabilities Act (ADA) compliant Sidewalk from 101st Street to 96th Street

Component 2: Trails and Trailheads

Construction of approximately 7.5 miles of trails and trailheads:

- West Bank Trail – Segment A: 71st Street in City of Tulsa to 96th Street in City of Jenks - approximately 3 miles of west bank multi-use trail connecting Turkey Mountain Urban Wilderness at 71st Street in the City of Tulsa to River Walk Crossing in the City of Jenks;
- West Bank Trail in Jenks – Segment B: 96th Street to 104th Street in City of Jenks - approximately 2 miles of multi-use west bank trail from the 96th Street/Jenks bridge to the site of the locally funded Jenks/Tulsa low water dam in the City of Jenks;
- East Bank Trail in Tulsa – Segment C: 86th Street to 96th Street - approximately 1.25 miles of east bank multi-use trail reconstruction connecting River Parks East Trail (existing) from the River Spirit Casino to the 96th Street/Jenks Bridge in City of Tulsa;
- East Bank Trail in Tulsa – Segment D: 96th Street to 104th Street - approximately 1.25 miles of new multi-use trail along the east bank of the Arkansas River from the 96th Street/Jenks bridge to the site of the locally funded Jenks/Tulsa low water dam in the City of Tulsa.
- Four (4) additional bikeshare stations will be constructed in the project area

- **Electric Vehicle (EV) charging stations will be constructed at the trailheads on each side of the low water bridge and pedestrian dam**

SCHEDULE C
AWARD DATES AND PROJECT SCHEDULE

3. Award Dates.

Budget Period End Date: 03/31/2028

Period of Performance End Date: See section 4.5 of the General Terms and Conditions

4. Estimated Project Schedule.

Milestone	Schedule Date
PS&E Completion Date:	06/30/2025
Component 1 Riverside Pkwy	
Planned Construction Substantial Completion and Open to Traffic Date:	06/30/2026
Component 2 Trails and Trailheads	
Planned Construction Substantial Completion and Open to Traffic Date:	09/30/2027

5. Special Milestone Deadlines.

None.

SCHEDULE D
AWARD AND PROJECT FINANCIAL INFORMATION

1. Award Amount.

RAISE Grant Amount: \$16,200,000

2. Federal Obligation Information.

Federal Obligation Type: Multiple

Obligations Allocation and Condition Table		
Portion of the Project	Allocation from RAISE Grant	Obligation Condition
Base Phase: Preliminary Engineering	\$1,260,720	
Component 1: Riverside Pkwy Improvements	\$2,970,146	If the FHWA State Division Office approves the PS&E for the Project and the Recipient has met all the applicable Federal, State, and local requirements.
Component 2: Trails and Trailhead	\$11,969,134	If the FHWA State Division Office approves the PS&E for the Project and the Recipient has met all the applicable Federal, State, and local requirements.

3. Approved Project Budget.

Eligible Project Costs				
	Base Phase	Component 1	Component 2	Total
RAISE Funds:	\$1,260,720	\$2,970,146	\$11,969,134	\$16,200,000
Other Federal Funds:	\$0	\$0	\$0	\$0
Non-Federal Funds:	\$315,180	\$742,537	\$2,992,283	\$4,050,000
Total:	\$1,575,900	\$3,712,683	\$14,961,417	\$20,250,000

4. Cost Classification Table

Cost Classification	Total Costs	Non-RAISE Previously Incurred Costs	Eligible Costs
Architectural and engineering fees	\$1,575,900	\$0	\$1,575,900
Project inspection fees	\$1,032,750	\$0	\$1,032,750
Construction	\$14,603,850	\$0	\$14,603,850
Contingency	\$3,037,500	\$0	\$3,037,500
Project Total	\$20,250,000	\$0	\$20,250,000

5. Approved Pre-award Costs

None.

SCHEDULE E CHANGES FROM APPLICATION

Scope: No Changes.

Schedule: The application estimated that preliminary engineering would be completed by the first quarter of 2025. The agreement plans the completion of preliminary engineering in June of 2025. The schedule as anticipated in the application generally did not change for pre-construction. The anticipated delay of approximately two quarters for substantial completion is due to changing labor conditions and availability of supplies based on local knowledge.

Budget:

The Overall Project budget did not change from the initial application.

The revised part of the budget reflects the following changes to components of the project based on initial scoping of the pre-construction project costs based on more recent costs as reflected below, revised since the application submittal by the recipient.

The table below provides a summary comparison of the Project budget.

Fund Source	Application		Schedule D	
	\$	%	\$	%
Previously Incurred Costs	\$0	0.00%	\$0	0.00%
Federal Funds	\$0	0.00%	\$0	0.00%
Non-Federal Funds	\$0	0.00%	\$0	0.00%
Total Previously Incurred Costs	\$0	0.00%	\$0	0.00%
Future Eligible Project Costs				
RAISE Funds	\$16,200,000	80%	\$16,200,000	80%
Other Federal Funds	\$0	0.00%	\$0	0.0%
Non-Federal Funds	\$4,050,000	20%	\$4,050,000	20%
Total Future Eligible Project Costs	\$20,250,000	100%	\$20,250,000	100%
Total Project Costs				
Base Phase	\$1,290,000	6.37%	\$1,575,900	7.78%
Component 1	\$3,860,000	19.06%	\$3,712,683	18.34%
Component 2	\$15,100,000	74.57%	\$14,961,417	73.88%
Total Project Cost	\$20,250,000	100.00%	\$20,250,000	100.00%

Other: N/A

SCHEDULE F
RAISE PROGRAM DESIGNATIONS

- 1. Urban or Rural Designation.**
Urban-Rural Designation: Urban
- 2. Capital or Planning Designation.**
Capital-Planning Designation: Capital
- 3. Historically Disadvantaged Community or Area of Persistent Poverty Designation.**
HDC or APP Designation: Yes
- 4. Funding Act.**
Funding Act: IIIA

SCHEDULE G
RAISE PERFORMANCE MEASUREMENT INFORMATION

Study Area: Data will be collected from locations at Turkey Mountain, Jenks Riverwalk Crossing, the trail near the 96th St bridge on the Jenks side of the Arkansas River, on the trail bounded by River Spirit Casino and the 96th St bridge on the Tulsa side, and major arterial crossings along Riverside Pkwy from 81st St S to 101st St S.

Baseline Measurement Date: 03/29/2024

Baseline Report Date: 05/29/2024

Table 1: Performance Measure Table

Measure	Category and Description	Measurement Frequency
Bicycle and Pedestrian Volumes	Mobility and Community Connectivity, Quality of Life Average daily bicycle and pedestrian counts using National Bicycle & Pedestrian Documentation Project methodology by conducting hourly counts at key locations in the study area. Counts will be collected on a typical weekday, Saturday and Sunday.	Annual
Severe Crashes	Safety Crash rates will be measured and reported as crashes per 100 million VMT and identified by the following severity categories: fatal, injury, and property-damage-only (PDO) crashes.	Annual

SCHEDULE H
CLIMATE CHANGE AND ENVIRONMENTAL JUSTICE IMPACTS

1. Consideration of Climate Change and Environmental Justice Impacts.

The Recipient states that rows marked with "X" in the following table are accurate:

	The Project directly supports a Local/Regional/State Climate Action Plan that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>
	The Project directly supports a Local/Regional/State Equitable Development Plan that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>
	The Project directly supports a Local/Regional/State Energy Baseline Study that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>
x	The Recipient or a project partner used environmental justice tools, such as the EJSCREEN, to minimize adverse impacts of the Project on environmental justice communities. <i>(Identify the tool(s) in the supporting narrative below.)</i>
	The Project supports a modal shift in freight or passenger movement to reduce emissions or reduce induced travel demand. <i>(Describe that shift in the supporting narrative below.)</i>
	The Project utilizes demand management strategies to reduce congestion, induced travel demand, and greenhouse gas emissions. <i>(Describe those strategies in the supporting narrative below.)</i>
	The Project incorporates electrification infrastructure, zero-emission vehicle infrastructure, or both. <i>(Describe the incorporated infrastructure in the supporting narrative below.)</i>
x	The Project supports the installation of electric vehicle charging stations. <i>(Describe that support in the supporting narrative below.)</i>
	The Project promotes energy efficiency. <i>(Describe how in the supporting narrative below.)</i>
	The Project serves the renewable energy supply chain. <i>(Describe how in the supporting narrative below.)</i>
	The Project improves disaster preparedness and resiliency <i>(Describe how in the supporting narrative below.)</i>

	The Project avoids adverse environmental impacts to air or water quality, wetlands, and endangered species, such as through reduction in Clean Air Act criteria pollutants and greenhouse gases, improved stormwater management, or improved habitat connectivity. <i>(Describe how in the supporting narrative below.)</i>
	The Project repairs existing dilapidated or idle infrastructure that is currently causing environmental harm. <i>(Describe that infrastructure in the supporting narrative below.)</i>
	The Project supports or incorporates the construction of energy- and location-efficient buildings. <i>(Describe how in the supporting narrative below.)</i>
	The Project includes recycling of materials, use of materials known to reduce or reverse carbon emissions, or both. <i>(Describe the materials in the supporting narrative below.)</i>
x	The Recipient has taken other actions to consider climate change and environmental justice impacts of the Project. <i>(Describe those actions in the supporting narrative below.)</i>
	The Recipient has not yet taken actions to consider climate change and environmental justice impacts of the Project but, before beginning construction of the Project, will take relevant actions described in schedule B. <i>(Identify the relevant actions from schedule B in the supporting narrative below.)</i>
	The Recipient has not taken actions to consider climate change and environmental justice impacts of the Project and will not take those actions under this award.

2. Supporting Narrative.

The Tulsa-Jenks Multi-Modal Safety Project will mitigate adverse environmental impacts in the following ways:

- Several Low Impact Development or Green Infrastructure techniques will be utilized to contribute to lower stormwater flows and a healthier watershed like including permeable pavement and bioswales at the trailheads.
- Riparian barrier implementation and improvements will be made along the trail section from the River Spirit Casino to the 96th St bridge in the City of Tulsa. These include numerous cottonwoods and American Sycamores.
- Electric Vehicle charging stations will be installed at trailheads that include parking. EV stations are a nonparticipating aspect of the project.
- Eight EPA EJSCREEN demographic indicators and twelve environmental indicators were used within 0.5-mile of the project area. Over half of the population within a half mile of the project area are people of color. Ten percent of the households are linguistically isolated in this area, 48 percent of the

population are low income, and 18 percent have less than a high school education. For the half mile buffer around the project area, residents do not have favorable environmental outcomes for particulate matter, ozone, diesel PM, and air toxins compared to the state of Oklahoma and the nation. This project will continue to rely on environmental justice tools to mitigate adverse impacts on environmental justice communities. This project will increase active transportation choices and reduce idling, thereby reducing greenhouse gas emission in the project area and other pollutants common to heavy roadway use.

**SCHEDULE I
RACIAL EQUITY AND BARRIERS TO OPPORTUNITY**

1. Efforts to Improve Racial Equity and Reduce Barriers to Opportunity.

The Recipient states that rows marked with “X” in the following table are accurate:

	A racial equity impact analysis has been completed for the Project. <i>(Identify a report on that analysis or, if no report was produced, describe the analysis and its results in the supporting narrative below.)</i>
	The Recipient or a project partner has adopted an equity and inclusion program/plan or has otherwise instituted equity-focused policies related to project procurement, material sourcing, construction, inspection, hiring, or other activities designed to ensure racial equity in the overall delivery and implementation of the Project. <i>(Identify the relevant programs, plans, or policies in the supporting narrative below.)</i>
x	The Project includes physical-barrier-mitigating land bridges, caps, lids, linear parks, and multimodal mobility investments that either redress past barriers to opportunity or that proactively create new connections and opportunities for underserved communities that are underserved by transportation. <i>(Identify the relevant investments in the supporting narrative below.)</i>
x	The Project includes new or improved walking, biking, and rolling access for individuals with disabilities, especially access that reverses the disproportional impacts of crashes on people of color and mitigates neighborhood bifurcation. <i>(Identify the new or improved access in the supporting narrative below.)</i>
	The Project includes new or improved freight access to underserved communities to increase access to goods and job opportunities for those underserved communities. <i>(Identify the new or improved access in the supporting narrative below.)</i>
	The Recipient has taken other actions related to the Project to improve racial equity and reduce barriers to opportunity. <i>(Describe those actions in the supporting narrative below.)</i>
	The Recipient has not yet taken actions related to the Project to improve racial equity and reduce barriers to opportunity but, before beginning construction of the Project, will take relevant actions described in schedule B. <i>(Identify the relevant actions from schedule B in the supporting narrative below.)</i>
	The Recipient has not taken actions related to the Project to improve racial equity and reduce barriers to opportunity and will not take those actions under this award.

2. Supporting Narrative.

The Tulsa-Jenks Multi-Modal Safety project improves racial equity and reduces barriers to opportunities the following ways:

- The project expands numerous census tracts that meet USDOT's definition of Area of Persistent Poverty or Historically Disadvantaged Communities. This project will improve walking and biking connections for these historically disadvantaged populations.
- The entire project area is located within the Justice 40 area.
- The project is located within the Muscogee (Creek) Nation tribal boundary.
- Multi-modal investments such as installation of new bike share stations at the new trailheads will create new alternative transportation opportunities to the adjacent communities. Bike share stations are a nonparticipating aspect of the project.
- The sidewalk gap that is to be filled, pedestrian countdown signals, and crosswalk improvements across Riverside Parkway will mitigate bifurcation of neighborhoods and the regional trail system.

**SCHEDULE J
LABOR AND WORK**

1. Efforts to Support Good-Paying Jobs and Strong Labor Standards

The Recipient states that rows marked with “X” in the following table are accurate:

	The Recipient or a project partner has adopted the use of project labor agreements in the overall delivery and implementation of the Project. <i>(Identify the relevant agreements and describe the scope of activities they cover in the supporting narrative below.)</i>
x	The Recipient or a project partner has adopted the use of local and economic hiring preferences in the overall delivery and implementation of the Project, subject to all applicable State and local laws, policies, and procedures. <i>(Describe the relevant provisions in the supporting narrative below.)</i>
	The Recipient or a project partner has adopted the use of registered apprenticeships in the overall delivery and implementation of the Project. <i>(Describe the use of registered apprenticeship in the supporting narrative below.)</i>
	The Recipient or a project partner will provide training and placement programs for underrepresented workers in the overall delivery and implementation of the Project. <i>(Describe the training programs in the supporting narrative below.)</i>
	The Recipient or a project partner will support free and fair choice to join a union in the overall delivery and implementation of the Project by investing in workforce development services offered by labor-management training partnerships or setting expectations for contractors to develop labor-management training programs. <i>(Describe the workforce development services offered by labor-management training partnerships in the supporting narrative below.)</i>
	The Recipient or a project partner will provide supportive services and cash assistance to address systemic barriers to employment to be able to participate and thrive in training and employment, including childcare, emergency cash assistance for items such as tools, work clothing, application fees and other costs of apprenticeship or required pre-employment training, transportation and travel to training and work sites, and services aimed at helping to retain underrepresented groups like mentoring, support groups, and peer networking. <i>(Describe the supportive services and/or cash assistance provided to trainees and employees in the supporting narrative below.)</i>

	The Recipient or a project partner has documented agreements or ordinances in place to hire from certain workforce programs that serve underrepresented groups. <i>(Identify the relevant agreements and describe the scope of activities they cover in the supporting narrative below.)</i>
	The Recipient or a project partner participates in a State/Regional/Local comprehensive plan to promote equal opportunity, including removing barriers to hire and preventing harassment on work sites, and that plan demonstrates action to create an inclusive environment with a commitment to equal opportunity, including: a. affirmative efforts to remove barriers to equal employment opportunity above and beyond complying with Federal law; b. proactive partnerships with the U.S. Department of Labor's Office of Federal Contract Compliance Programs to promote compliance with EO 11246 Equal Employment Opportunity requirements; c. no discriminatory use of criminal background screens and affirmative steps to recruit and include those with former justice involvement, in accordance with the Fair Chance Act and equal opportunity requirements; d. efforts to prevent harassment based on race, color, religion, sex, sexual orientation, gender identity, and national origin; e. training on anti-harassment and third-party reporting procedures covering employees and contractors; and f. maintaining robust anti-retaliation measures covering employees and contractors. <i>(Describe the equal opportunity plan in the supporting narrative below.)</i>
	The Recipient has taken other actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards. <i>(Describe those actions in the supporting narrative below.)</i>
	The Recipient has not yet taken actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards but, before beginning construction of the Project, will take relevant actions described in schedule B. <i>(Identify the relevant actions from schedule B in the supporting narrative below.)</i>
	The Recipient has not taken actions related to the Project to improving good-paying jobs and strong labor standards and will not take those actions under this award.

2. Supporting Narrative.

The City of Tulsa has adopted under-represented employment requirements under the City Ordinance, *Ord. 23160, § 1 Title 5, Chapter 1. Section 110* that provides for non-discriminatory employment requirements for persons who contract with the City to specifically not engage in Unlawful employment practices because of race, religion,

color, national origin, ancestry, sex, age, disability or medical condition due to pregnancy.

In addition, it is a policy of the City that all persons shall have an equal opportunity for employment and to participate in the social and economic life of the cities without regard to race, color, religion, sex, national origin, ancestry, age, disability or medical condition due to pregnancy.

INCOG will develop MOUs, in accordance with Oklahoma State law, that encourage the utilization of small business enterprises by local/under-represented persons who contract with the subrecipients, and to encourage employment of residents of the Metropolitan Statistical Area in public improvement contracts.

EXHIBIT C

FHWA RAISE GENERAL TERMS AND CONDITION

U.S. DEPARTMENT OF TRANSPORTATION
GENERAL TERMS AND CONDITIONS UNDER THE
FISCAL YEAR 2022 REBUILDING AMERICAN INFRASTRUCTURE WITH
SUSTAINABILITY AND EQUITY (RAISE) GRANT PROGRAM:
FHWA PROJECTS

Revision date: October 18, 2022

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GENERAL TERMS AND CONDITIONS

The Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (Nov. 15, 2021), and the Consolidated Appropriations Act, 2022, Pub. L. No. 117-103 (Mar. 15, 2022) appropriated funds to the United States Department of Transportation (the “USDOT”) for fiscal year 2022 under the heading “National Infrastructure Investments.” The funds are available to carry out 49 U.S.C. 6702 by providing Federal financial assistance for surface transportation infrastructure projects that will have a significant local or regional impact. The USDOT program administering those funds is the RAISE grant program.

On January 14, 2022, the USDOT posted a funding opportunity at Grants.gov with funding opportunity title “FY 2022 National Infrastructure Investments” and funding opportunity number DTOS59-22-RA-RAISE. The notice of funding opportunity posted at Grants.gov, as amended on March 22, 2022, (the “NOFO”) solicited applications for Federal financial assistance under the fiscal year 2022 RAISE grant program. On August 11, 2022, the USDOT announced application selections under the NOFO.

These general terms and conditions are incorporated by reference in a project-specific agreement under the fiscal year 2022 RAISE grant program. The term “Recipient” is defined in the project-specific portion of the agreement. The project-specific portion of the agreement includes schedules A through J. The project-specific portion of the agreement may include special terms and conditions in project-specific articles.

ARTICLE 1 PURPOSE

1.1 Purpose. The purpose of this award is to fund an eligible project that will have a significant local or regional impact and improve transportation infrastructure. The parties will accomplish that purpose by achieving the following objectives:

- (1) timely completing the Project; and
- (2) ensuring that this award does not substitute for non-Federal investment in the Project, except as proposed in the Technical Application, as modified by schedule D.

ARTICLE 2 USDOT ROLE

2.1 Division of USDOT Responsibilities.

- (a) The Office of the Secretary of Transportation is responsible for the USDOT’s overall administration of the RAISE grant program, the approval of this agreement, and any modifications to this agreement under section 15.1.

- (b) The Federal Highway Administration (the “FHWA”) will administer this agreement on behalf of the USDOT. In this agreement, the “**Administering Operating Administration**” means the FHWA.

2.2 USDOT Program Contacts.

FHWA RAISE Program Manager
Federal Highway Administration
Office of Freight Management and Operations
1200 New Jersey Avenue SE
Room E84-429
Washington, DC 20590
(202) 366-2639 or (202) 366-1200
FHWA-TIGER.Reports@dot.gov

and

OST RAISE Grants Coordinator
United States Department of Transportation
Office of the Secretary
1200 New Jersey Avenue SE
Room W84-227
Washington, DC 20590
(202) 366-8914
RAISEGrants@dot.gov

ARTICLE 3 RECIPIENT ROLE

3.1 Statements on the Project. The Recipient states that:

- (1) all material statements of fact in the Technical Application were accurate when that application was submitted; and
- (2) schedule E documents all material changes in the information contained in that application.

3.2 Statements on Authority and Capacity. The Recipient states that:

- (1) it has the authority to receive Federal financial assistance under this agreement;
- (2) it has the legal authority to complete the Project;
- (3) it has the capacity, including institutional, managerial, and financial capacity, to comply with its obligations under this agreement;

- (4) not less than the difference between the total eligible project costs listed in section 3 of schedule D and the RAISE Grant Amount listed in section 1 of schedule D is committed to fund the Project;
- (5) it has sufficient funds available to ensure that infrastructure completed or improved under this agreement will be operated and maintained in compliance with this agreement and applicable Federal law; and
- (6) the individual executing this agreement on behalf of the Recipient has authority to enter this agreement and make the statements in this article 3 and in section 19.7 on behalf of the Recipient.

3.3 USDOT Reliance. The Recipient acknowledges that:

- (1) the USDOT relied on statements of fact in the Technical Application to select the Project to receive this award;
- (2) the USDOT relied on statements of fact in both the Technical Application and this agreement to determine that the Recipient and the Project are eligible under the terms of the NOFO;
- (3) the USDOT relied on statements of fact in both the Technical Application and this agreement to establish the terms of this agreement; and
- (4) the USDOT's selection of the Project to receive this award prevented awards under the NOFO to other eligible applicants.

3.4 Project Delivery.

- (a) The Recipient shall complete the Project under the terms of this agreement.
- (b) The Recipient shall ensure that the Project is financed, constructed, operated, and maintained in accordance with all Federal laws, regulations, and policies that are applicable to projects of the Administering Operating Administration.

3.5 Rights and Powers Affecting the Project.

- (a) The Recipient shall not take or permit any action that deprive it of any rights or powers necessary to the Recipient's performance under this agreement without written approval of the USDOT.
- (b) The Recipient shall act promptly, in a manner acceptable to the USDOT, to acquire, extinguish, or modify any outstanding rights or claims of right of others that would interfere with the Recipient's performance under this agreement.

3.6 Notification of Changes to Key Personnel. The Recipient shall notify all USDOT representatives who are identified in section 5 of schedule A in writing within 30

calendar days of any change in key personnel who are identified in section 4 of schedule A.

3.7 Subaward to Designated Subrecipient. If section 9 of schedule A identifies a Designated Subrecipient:

- (1) the Recipient hereby awards a subaward to the Designated Subrecipient for the purpose described in section 1.1;
- (2) the Recipient and the Designated Subrecipient may enter into a separate agreement, to which the USDOT is not a party, assigning responsibilities, including administrative and oversight responsibilities, among the Recipient and the Designated Subrecipient; and
- (3) for the purpose of 2 C.F.R. parts 200 and 1201, the Recipient is a pass-through entity.

3.8 Designated Subrecipient Statements and Responsibilities. If section 9 of schedule A identifies a Designated Subrecipient:

- (1) the Designated Subrecipient affirms all statements and acknowledgments that are attributed to the Recipient under sections 3.1 and 3.2; and
- (2) the Designated Subrecipient assumes the Recipient's reporting obligations under articles 7 and 8.

3.9 Title 23 Oversight Responsibilities for Subawards. If section 9 of schedule A identifies a Designated Subrecipient, then for the purpose of 23 U.S.C. 106(g), the Recipient shall act as if funds under this award are Federal funds under title 23, United States Code.

ARTICLE 4 AWARD AMOUNT, OBLIGATION, AND TIME PERIODS

4.1 Federal Award Amount. The USDOT hereby awards a RAISE Grant to the Recipient in the amount listed in section 1 of schedule D as the RAISE Grant Amount.

4.2 Federal Funding Source.

- (a) If section 4 of schedule F identifies the Funding Act as "IIJA," then the RAISE Grant is from RAISE grant program funding that was appropriated in division J of the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (Nov. 15, 2021).
- (b) If section 4 of schedule F identifies the Funding Act as "FY2022," then the RAISE Grant is from RAISE grant program funding that was appropriated in the Consolidated Appropriations Act, 2022, Pub. L. No. 117-103 (Mar. 15, 2022).

- (c) If section 4 of schedule F contains a table that lists separate amounts for “IIJA” and “FY2022,” then the amount listed for “IIJA” is from RAISE grant program funding that was appropriated in division J of the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (Nov. 15, 2021) and the amount listed for “FY2022” is from RAISE grant program funding that was appropriated in the Consolidated Appropriations Act, 2022, Pub. L. No. 117-103 (Mar. 15, 2022).

4.3 Federal Obligations.

- (a) If the Federal Obligation Type identified in section 2 of schedule D is “Single,” then this agreement obligates for the budget period the amount listed in section 1 of schedule D as the RAISE Grant Amount and sections 4.3(c)–4.3(h) do not apply to this agreement.
- (b) If the Federal Obligation Type identified in section 2 of schedule D is “Multiple,” then an amount up to the RAISE Grant Amount listed in section 1 of schedule D will be obligated with one initial obligation and one or more subsequent, optional obligations, as described in sections 4.3(c)–4.3(h).
- (c) The Obligation Condition Table in section 2 of schedule D allocates the RAISE Grant among separate portions of the Project for the purpose of the Federal obligation of funds. The scope of each portion of the Project that is identified in that table is described in section 2 of schedule B.
- (d) This agreement obligates for the budget period only the amounts allocated in the Obligation Condition Table in section 2 of schedule D to portions of the Project for which that table does not list an obligation condition.
- (e) This agreement does not obligate amounts allocated in the Obligation Condition Table in section 2 of schedule D to portions of the Project for which that table lists an obligation condition. The parties may obligate the amounts allocated to those portions of the Project only as described in section 4.3(f) or by modifying this agreement under article 15.
- (f) For each portion of the Project for which the Obligation Condition Table in section 2 of schedule D lists an obligation condition, the amount allocated in that table to that portion of the Project is obligated if, not later than the statutory lapse date identified in section 4.3(h) for that portion of the Project, the parties execute an instrument, in the form provided in Exhibit D, documenting that:
 - (1) the USDOT determines that the obligation condition listed in that table for that portion of the Project is satisfied;
 - (2) the USDOT determines that all applicable Federal requirements for obligating the amount are satisfied; and
 - (3) the Recipient states that it is not required to request a modification of this agreement under article 5.

- (g) The Recipient shall not request reimbursement of costs for a portion of the Project for which the Obligation Condition Table in section 2 of schedule D lists an obligation condition, unless the amount allocated in that table to that portion of the Project is obligated under section 4.3(f).
- (h) RAISE grant program funding that was appropriated in division J of the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (Nov. 15, 2021), lapses and is unavailable for obligation, by statute, after September 30, 2026. RAISE grant program funding that was appropriated in the Consolidated Appropriations Act, 2022, Pub. L. No. 117-103 (Mar. 15, 2022) will not lapse and remains available for obligation until expended. Section 4.2 identifies the specific source or sources of funding for this award.
- (i) The Recipient acknowledges that:
 - (1) the USDOT is not liable for payments for a portion of the Project for which the Obligation Condition Table in section 2 of schedule D lists an obligation condition, unless the amount allocated in that table to that portion of the Project is obligated under section 4.3(f);
 - (2) any portion of the RAISE Grant that is not obligated under this section 4.3 by the statutory lapse date identified in section 4.3(h) for those funds lapses on the day after that date and becomes unavailable for the Project; and
 - (3) the USDOT may consider the failure to obligate funds by the statutory lapse date identified in section 4.3(h) for those funds to be a basis for terminating this agreement under section 10.1.

4.4 Budget Period. The budget period for this award begins on the date of this agreement and ends on the budget period end date that is listed in section 1 of schedule C. In this agreement, “budget period” is used as defined at 2 C.F.R. 200.1.

4.5 Period of Performance.

- (a) If the USDOT Payment System identified in section 6 of schedule A is “FMIS,” then the period of performance for this award begins on the date of this agreement and ends on project end date in FMIS.
- (b) If the USDOT Payment System identified in section 6 of schedule A is “DELPHI eInvoicing,” then the period of performance for this award is listed on page 1, line 6 of the project-specific agreement.
- (c) In this agreement, “period of performance” is used as defined at 2 C.F.R. 200.1.

ARTICLE 5 STATEMENT OF WORK, SCHEDULE, AND BUDGET CHANGES

5.1 Notification Requirement. The Recipient shall notify all USDOT representatives who are identified in section 5 of schedule A in writing within 30 calendar days of any change in circumstances or commitments that adversely affect the Recipient's plan to complete the Project. In that notification, the Recipient shall describe the change and what actions the Recipient has taken or plans to take to ensure completion of the Project. This notification requirement under this section 5.1 is separate from any requirements under this article 5 that the Recipient request modification of this agreement.

5.2 Scope and Statement of Work Changes. If the Project's activities differ from the activities described in schedule B, then the Recipient shall request a modification of this agreement to update schedule B.

5.3 Schedule Changes. If one or more of the following conditions are satisfied, then the Recipient shall request a modification of this agreement to update schedule C:

- (1) a completion date for the Project or a component of the Project is listed in section 2 of schedule C and the Recipient's estimate for that milestone changes to a date that is more than six months after the date listed in section 2 of schedule C;
- (2) a schedule change would require the budget period to continue after the budget period end date listed in section 1 of schedule C; or
- (3) the USDOT Payment System identified in section 6 of schedule A is "DELPHI eInvoicing" and a schedule change would require the period of performance to continue after the period of performance listed on page 1, line 6 of the project-specific agreement.

For other schedule changes, the Recipient shall follow the applicable procedures of the Administering Operating Administration and document the changes in writing.

5.4 Budget Changes.

- (a) The Recipient acknowledges that if the cost of completing the Project increases:
 - (1) that increase does not affect the Recipient's obligation under this agreement to complete the Project; and
 - (2) the USDOT will not increase the amount of this award to address any funding shortfall.
- (b) The Recipient shall request a modification of this agreement to update schedule D if, in comparing the Project's budget to the amounts listed in section 3 of schedule D:
 - (1) the total "Non-Federal Funds" amount decreases; or

- (2) the total eligible project costs amount decreases.
- (c) For budget changes that are not identified in section 5.4(b), the Recipient shall follow the applicable procedures of the Administering Operating Administration and document the changes in writing.
- (d) If there are Project Cost Savings, then the Recipient may propose to the USDOT, in writing consistent with the Administering Operating Administration's requirements, to include in the Project specific additional activities that are within the scope of this award, as defined in section 1.1 and schedule B, and that the Recipient could complete with the Project Cost Savings.

In this agreement, "**Project Cost Savings**" means the difference between the actual eligible project costs and the total eligible project costs that are listed in section 3 of schedule D, but only if the actual eligible project costs are less than the total eligible project costs that are listed in section 3 of schedule D. There are no Project Cost Savings if the actual eligible project costs are equal to or greater than the total eligible project costs that are listed in section 3 of schedule D.

- (e) If there are Project Cost Savings and either the Recipient does not make a proposal under section 5.4(d) or the USDOT does not accept the Recipient's proposal under section 5.4(d), then:
 - (1) in a request under section 5.4(b), the Recipient shall reduce the Federal Share by the Project Cost Savings; and
 - (2) if that modification reduces this award and the USDOT had reimbursed costs exceeding the revised award, the Recipient shall refund to the USDOT the difference between the reimbursed costs and the revised award.

In this agreement, "**Federal Share**" means the sum of the total "RAISE Funds" and "Other Federal Funds" amounts that are listed in section 3 of schedule D.

- (f) The Recipient acknowledges that amounts that are required to be refunded under section 5.4(e)(2) constitute a debt to the Federal Government that the USDOT may collect under 2 C.F.R. 200.346 and the Federal Claims Collection Standards (31 C.F.R. parts 900–999).

5.5 USDOT Acceptance of Changes. The USDOT may accept or reject modifications requested under this article 5, and in doing so may elect to consider only the interests of the RAISE grant program and the USDOT. The Recipient acknowledges that requesting a modification under this article 5 does not amend, modify, or supplement this agreement unless the USDOT accepts that modification request and the parties modify this agreement under section 15.1.

ARTICLE 6 GENERAL REPORTING TERMS

- 6.1 Report Submission.** The Recipient shall send all reports required by this agreement to all USDOT contacts who are listed in section 5 of schedule A and all USDOT contacts who are listed in section 2.2.
- 6.2 Alternative Reporting Methods.** The Administering Operating Administration may establish processes for the Recipient to submit reports required by this agreement, including electronic submission processes. If the Recipient is notified of those processes in writing, the Recipient shall use the processes required by the Administering Operating Administration.
- 6.3 Paperwork Reduction Act Notice.** Under 5 C.F.R. 1320.6, the Recipient is not required to respond to a collection of information that does not display a currently valid control number issued by the Office of Management and Budget (the “OMB”). Collections of information conducted under this agreement are approved under OMB Control No. 2105-0563.

ARTICLE 7 PROGRESS AND FINANCIAL REPORTING

- 7.1 Quarterly Project Progress Reports and Recertifications.** On or before the 20th day of the first month of each calendar year quarter and until the end of the period of performance, the Recipient shall submit to the USDOT a Quarterly Project Progress Report and Recertification in the format and with the content described in exhibit C. If the date of this agreement is in the final month of a calendar year quarter, then the Recipient shall submit the first Quarterly Project Progress Report and Recertification in the second calendar year quarter that begins after the date of this agreement.
- 7.2 Final Progress Reports and Financial Information.** No later than 120 days after the end of the period of performance, the Recipient shall submit
- (1) a Final Project Progress Report and Recertification in the format and with the content described in exhibit C for each Quarterly Project Progress Report and Recertification, including a final Federal Financial Report (SF-425); and
 - (2) any other information required under the Administering Operating Administration’s award closeout procedures.

ARTICLE 8 PERFORMANCE REPORTING

8.1 Baseline Performance Measurement. If the Capital-Planning Designation in section 2 of schedule F is “Capital,” then:

- (1) the Recipient shall collect data for each performance measure that is identified in the Performance Measure Table in schedule G, accurate as of the Baseline Measurement Date that is identified in schedule G; and
- (2) on or before the Baseline Report Date that is stated in schedule G, the Recipient shall submit a Baseline Performance Measurement Report that contains the data collected under this section 8.1 and a detailed description of the data sources, assumptions, variability, and estimated levels of precision for each performance measure that is identified in the Performance Measure Table in schedule G.

8.2 Post-construction Performance Measurement. If the Capital-Planning Designation in section 2 of schedule F is “Capital,” then

- (1) for each performance measure that is identified in the Performance Measure Table in schedule G with quarterly measurement frequency, for each of 12 consecutive calendar quarters, beginning with the first calendar quarter that begins after the Project substantial completion date, at least once during the quarter, the Recipient shall collect data for that performance measure;
- (2) for each performance measure that is identified in the Performance Measure Table in schedule G with annual measurement frequency, the Recipient shall collect data for that performance measure on at least three separate occasions: (i) once during the four consecutive calendar quarters that begin after the Project substantial completion date; (ii) once during the fourth calendar quarter after the first collection; and (iii) once during the eighth calendar quarter after the first collection; and
- (3) not later than January 31 of each year that follows a calendar year during which data was collected under this section 8.2, the Recipient shall submit to the USDOT a Post-construction Performance Measurement Report containing the data collected under this section 8.2 in the previous calendar year and stating the dates when the data was collected.

If an external factor significantly affects the value of a performance measure collected under this section 8.2, then the Recipient shall identify that external factor in the Post-construction Performance Measurement Report and discuss its influence on the performance measure.

8.3 Project Outcomes Report. If the Capital-Planning Designation in section 2 of schedule F is “Capital,” then the Recipient shall submit to the USDOT, not later than January 31 of

the year that follows the final calendar year during which data was collected under section 8.2, a Project Outcomes Report that contains:

- (1) a narrative discussion detailing project successes and the influence of external factors on project expectations;
- (2) all baseline and post-construction performance measurement data that the Recipient reported in the Baseline Performance Measurement Report and the Post-construction Performance Measurement Reports; and
- (3) an *ex post* examination of project effectiveness relative to the baseline data that the Recipient reported in the Baseline Performance Measurement Report.

8.4 Performance Reporting Survival. The data collection and reporting requirements in this article 8 survive the termination of this agreement.

ARTICLE 9 NONCOMPLIANCE AND REMEDIES

9.1 Noncompliance Determinations.

- (a) If the USDOT determines that the Recipient may have failed to comply with the United States Constitution, Federal law, or the terms and conditions of this agreement, the USDOT may notify the Recipient of a proposed determination of noncompliance. For the notice to be effective, it must be written and the USDOT must include an explanation of the nature of the noncompliance, describe a remedy, state whether that remedy is proposed or effective at an already determined date, and describe the process through and form in which the Recipient may respond to the notice.
- (b) If the USDOT notifies the Recipient of a proposed determination of noncompliance under section 9.1(a), the Recipient may, not later than 7 calendar days after the notice, respond to that notice in the form and through the process described in that notice. In its response, the Recipient may:
 - (1) accept the remedy;
 - (2) acknowledge the noncompliance, but propose an alternative remedy; or
 - (3) dispute the noncompliance.

To dispute the noncompliance, the Recipient must include in its response documentation or other information supporting the Recipient's compliance.

- (c) The USDOT may make a final determination of noncompliance only:
 - (1) after considering the Recipient's response under section 9.1(b); or

- (2) if the Recipient fails to respond under section 9.1(b), after the time for that response has passed.
- (d) To make a final determination of noncompliance, the USDOT must provide a notice to the Recipient that states the bases for that determination.

9.2 Remedies.

- (a) If the USDOT makes a final determination of noncompliance under section 9.1, the USDOT may impose a remedy, including:
 - (1) additional conditions on the award;
 - (2) any remedy permitted under 2 C.F.R. 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the Recipient to the USDOT; suspension or termination of the award; or suspension and disbarment under 2 C.F.R. part 180; or
 - (3) any other remedy legally available.
- (b) To impose a remedy, the USDOT must provide a written notice to the Recipient that describes the remedy, but the USDOT may make the remedy effective before the Recipient receives that notice.
- (c) If the USDOT determines that it is in the public interest, the USDOT may impose a remedy, including all remedies described in section 9.2(a), before making a final determination of noncompliance under section 9.1. If it does so, then the notice provided under section 9.1(d) must also state whether the remedy imposed will continue, be rescinded, or modified.
- (d) In imposing a remedy under this section 9.2 or making a public interest determination under section 9.2(c), the USDOT may elect to consider the interests of only the USDOT.
- (e) The Recipient acknowledges that amounts that the USDOT requires the Recipient to refund to the USDOT due to a remedy under this section 9.2 constitute a debt to the Federal Government that the USDOT may collect under 2 C.F.R. 200.346 and the Federal Claims Collection Standards (31 C.F.R. parts 900–999).

9.3 Other Oversight Entities. Nothing in this article 9 limits any party's authority to report activity under this agreement to the United States Department of Transportation Inspector General or other appropriate oversight entities.

ARTICLE 10 AGREEMENT TERMINATION

10.1 USDOT Termination.

- (a) The USDOT may terminate this agreement and all of its obligations under this agreement if any of the following occurs:
 - (1) the Recipient fails to obtain or provide any non-RAISE Grant contribution or alternatives approved by the USDOT as provided in this agreement and consistent with schedule D;
 - (2) a completion date for the Project or a component of the Project is listed in section 2 of schedule C and the Recipient fails to meet that milestone by six months after the date listed in section 2 of schedule C;
 - (3) the Recipient fails to meet a milestone listed in section 3 of schedule C by the deadline date listed in that section for that milestone;
 - (4) the Recipient fails to comply with the terms and conditions of this agreement, including a material failure to comply with the project schedule in schedule C even if it is beyond the reasonable control of the Recipient;
 - (5) circumstances cause changes to the Project that the USDOT determines are inconsistent with the USDOT's basis for selecting the Project to receive a RAISE Grant; or
 - (6) the USDOT determines that termination of this agreement is in the public interest.
- (b) In terminating this agreement under this section, the USDOT may elect to consider only the interests of the USDOT.
- (c) This section 10.1 does not limit the USDOT's ability to terminate this agreement as a remedy under section 9.2.
- (d) The Recipient may request that the USDOT terminate the agreement under this section 10.1.

10.2 Closeout Termination.

- (a) This agreement terminates on Project Closeout.
- (b) In this agreement, "**Project Closeout**" means the date that the USDOT notifies the Recipient that the award is closed out. Under 2 C.F.R. 200.344, Project Closeout should occur no later than one year after the end of the period of performance.

10.3 Post-Termination Adjustments. The Recipient acknowledges that under 2 C.F.R. 200.345–200.346, termination of the agreement does not extinguish the USDOT's

authority to disallow costs, including costs that the USDOT reimbursed before termination, and recover funds from the Recipient.

10.4 Non-Terminating Events.

- (a) The end of the budget period described under section 4.4 does not terminate this agreement or the Recipient's obligations under this agreement.
- (b) The end of the period of performance described under section 4.5 does not terminate this agreement or the Recipient's obligations under this agreement.
- (c) The cancellation of funds under section 14.2 does not terminate this agreement or the Recipient's obligations under this agreement.

10.5 Other Remedies. The termination authority under this article 10 supplements and does not limit the USDOT's remedial authority under article 9 or 2 C.F.R. part 200, including 2 C.F.R. 200.339–200.340.

ARTICLE 11 MONITORING, FINANCIAL MANAGEMENT, CONTROLS, AND RECORDS

11.1 Recipient Monitoring and Record Retention.

- (a) The Recipient shall monitor activities under this award, including activities under subawards and contracts, to ensure:
 - (1) that those activities comply with this agreement; and
 - (2) that funds provided under this award are not expended on costs that are not allowable under this award or not allocable to this award.
- (b) If the Recipient makes a subaward under this award, the Recipient shall monitor the activities of the subrecipient in compliance with 2 C.F.R. 200.332(d).
- (c) The Recipient shall retain records relevant to the award as required under 2 C.F.R. 200.334.

11.2 Financial Records and Audits.

- (a) The Recipient shall keep all project accounts and records that fully disclose the amount and disposition by the Recipient of the award funds, the total cost of the Project, and the amount or nature of that portion of the cost of the Project supplied by other sources, and any other financial records related to the project.
- (b) The Recipient shall keep accounts and records described under section 11.2(a) in accordance with a financial management system that meets the requirements of 2 C.F.R.

200.301–200.303, 2 C.F.R. 200 subpart F, and title 23, United States Code, and will facilitate an effective audit in accordance with 31 U.S.C. 7501–7506.

- (c) The Recipient shall separately identify expenditures under the fiscal year 2022 RAISE grants program in financial records required for audits under 31 U.S.C. 7501–7506. Specifically, the Recipient shall:

- (1) list expenditures under that program separately on the schedule of expenditures of Federal awards required under 2 C.F.R. 200 subpart F, including “FY 2022” in the program name; and
- (2) list expenditures under that program on a separate row under Part II, Item 1 (“Federal Awards Expended During Fiscal Period”) of Form SF-SAC, including “FY 2022” in column c (“Additional Award Identification”).

11.3 Internal Controls. The Recipient shall establish and maintain internal controls as required under 2 C.F.R. 200.303.

11.4 USDOT Record Access. The USDOT may access Recipient records related to this award under 2 C.F.R. 200.337.

ARTICLE 12 CONTRACTING AND SUBAWARDS

12.1 Minimum Wage Rates. The Recipient shall include, in all contracts in excess of \$2,000 for work on the Project that involves labor, provisions establishing minimum rates of wages, to be predetermined by the United States Secretary of Labor, in accordance with the Davis-Bacon Act, 40 U.S.C. 3141–3148, or 23 U.S.C. 113, as applicable, that contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

12.2 Buy America.

- (a) Steel, iron, and manufactured products used in the Project are subject to 23 U.S.C. 313, as implemented by the Federal Highway Administration. The Recipient acknowledges that this agreement is neither a waiver of 23 U.S.C. 313(a) nor a finding under 23 U.S.C. 313(b).
- (b) Construction materials used in the Project are subject to the domestic preference requirement at § 70914 of the Build America, Buy America Act, Pub. L. No. 117-58, div. G, tit. IX, subtit. A, 135 Stat. 429, 1298 (2021), as implemented by OMB, USDOT, and FHWA. The Recipient acknowledges that this agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b).
- (c) Under 2 C.F.R. 200.322, as appropriate and to the extent consistent with law, the Recipient should, to the greatest extent practicable under this award, provide a preference

for the purchase, acquisition, or use of goods, products, or materials produced in the United States. The Recipient shall include the requirements of 2 C.F.R. 200.322 in all subawards including all contracts and purchase orders for work or products under this award.

12.3 Small and Disadvantaged Business Requirements.

- (a) If any funds under this award are administered by or through a State Department of Transportation, the Recipient shall expend those funds in compliance with the requirements at 49 C.F.R. part 26 ("Participation by disadvantaged business enterprises in Department of Transportation financial assistance programs").
- (b) If any funds under this award are not administered by or through a State Department of Transportation, the Recipient shall expend those funds in compliance with the requirements at 2 C.F.R. 200.321 ("Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms").

12.4 Engineering and Design Services. The Recipient shall award each contract or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping, or related services with respect to the project in the same manner that a contract for architectural and engineering services is negotiated under the Brooks Act, 40 U.S.C. 1101-1104 as implemented in 23 U.S.C. 112(b)(2), or an equivalent qualifications-based requirement prescribed for or by the Recipient and approved in writing by the USDOT.

12.5 Foreign Market Restrictions. The Recipient shall not allow funds provided under this award to be used to fund the use of any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

12.6 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. The Recipient acknowledges that Section 889 of Pub. L. No. 115-232 and 2 C.F.R. 200.216 prohibit the Recipient and all subrecipients from procuring or obtaining certain telecommunications and video surveillance services or equipment under this award.

12.7 Pass-through Entity Responsibilities. If the Recipient makes a subaward under this award, the Recipient shall comply with the requirements on pass-through entities under 2 C.F.R. parts 200 and 1201, including 2 C.F.R. 200.331-200.333.

12.8 Subaward and Contract Authorization.

- (a) If the USDOT Office for Subaward and Contract Authorization identified in section 7 of schedule A is "FHWA Division," then the Recipient shall comply with subaward and contract authorization requirements under 23 C.F.R chapter I, subchapter G.

- (b) If the USDOT Office for Subaward and Contract Authorization identified in section 7 of schedule A is “FHWA Office of Acquisition and Grants Management,” then the Recipient shall obtain prior written approval from the USDOT agreement officer for the subaward or contracting out of any work under this agreement. That approval will be contingent upon a fair and reasonable price determination on the part of the Recipient and the agreement officer’s concurrence on that determination.

ARTICLE 13 COSTS, PAYMENTS, AND UNEXPENDED FUNDS

13.1 Limitation of Federal Award Amount. Under this award, the USDOT shall not provide funding greater than the amount obligated under section 4.3. The Recipient acknowledges that the USDOT is not liable for payments exceeding that amount, and the Recipient shall not request reimbursement of costs exceeding that amount.

13.2 Projects Costs. This award is subject to the cost principles at 2 C.F.R. 200 subpart E, including provisions on determining allocable costs and determining allowable costs.

13.3 Timing of Project Costs.

- (a) The Recipient shall not charge to this award costs that are incurred after the budget period.

- (b) The Recipient shall not charge to this award costs that were incurred before the date of this agreement unless those costs are identified in section 5 of schedule D and would have been allowable if incurred during the budget period. This limitation applies to costs incurred under an advance construction authorization (23 U.S.C. 115), costs incurred prior to authorization (23 C.F.R. 1.9(b)), and pre-award costs under 2 C.F.R. 200.458. This agreement hereby terminates and supersedes any previous USDOT approval for the Recipient to incur costs under this award for the Project. Section 5 of schedule D is the exclusive USDOT approval of costs incurred before the date of this agreement.

13.4 Recipient Recovery of Federal Funds. The Recipient shall make all reasonable efforts, including initiating litigation, if necessary, to recover Federal funds if the USDOT determines, after consultation with the Recipient, that those funds have been spent fraudulently, wastefully, or in violation of Federal laws, or misused in any manner under this award. The Recipient shall not enter a settlement or other final position, in court or otherwise, involving the recovery of funds under the award unless approved in advance in writing by the USDOT.

13.5 Unexpended Federal Funds. Any Federal funds that are awarded at section 4.1 but not expended on allocable, allowable costs remain the property of the United States.

13.6 Timing of Payments to the Recipient.

- (a) Reimbursement is the payment method for the RAISE grant program.

- (b) The Recipient shall not request reimbursement of a cost before the Recipient has entered into an obligation for that cost.

13.7 Payment Method.

- (a) If the USDOT Payment System identified in section 6 of schedule A is "FMIS," then the Recipient shall follow FMIS procedures to request and receive reimbursement payments under this award.
- (b) If the USDOT Payment System identified in section 6 of schedule A is "DELPHI eInvoicing," then the Recipient shall use the DELPHI eInvoicing System to request reimbursement under this award unless the USDOT agreement officer provides written approval for the Recipient to use a different request and payment method.
- (c) The USDOT may deny a payment request that is not submitted using the method identified in this section 13.7.

13.8 Information Supporting Expenditures.

- (a) If the USDOT Payment System identified in section 6 of schedule A is "DELPHI eInvoicing," then when requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit the SF 271 (Outlay Report and Request for Reimbursement for Construction Programs), shall identify the Federal share and the Recipient's share of costs, and shall submit supporting cost detail to clearly document all costs incurred. As supporting cost detail, the Recipient shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, and travel.
- (b) If the Recipient submits a request for reimbursement that the USDOT determines does not include or is not supported by sufficient detail, the USDOT may deny the request or withhold processing the request until the Recipient provides sufficient detail.

- 13.9 Reimbursement Frequency.** If the USDOT Payment System identified in section 6 of schedule A is "DELPHI eInvoicing," then the Recipient shall not request reimbursement more frequently than monthly.

ARTICLE 14 LIQUIDATION, ADJUSTMENTS, AND FUNDS AVAILABILITY

14.1 Liquidation of Recipient Obligations.

- (a) The Recipient shall liquidate all obligations of award funds under this agreement not later than the earlier of (1) 120 days after the end of the period of performance or (2) the statutory funds cancellation date identified in section 14.2.

- (b) Liquidation of obligations and adjustment of costs under this agreement follow the requirements of 2 C.F.R. 200.344–200.346.

14.2 Funds Cancellation.

- (a) RAISE grant program funding that was appropriated in division J of the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (Nov. 15, 2021), is canceled by statute after September 30, 2031, and then unavailable for any purpose, including adjustments.
- (b) RAISE grant program funding that was appropriated in the Consolidated Appropriations Act, 2022, Pub. L. No. 117-103 (Mar. 15, 2022) remains available until expended.
- (c) Section 4.2 identifies the specific source or sources of funding for this award.

ARTICLE 15 AGREEMENT MODIFICATIONS

- 15.1 Bilateral Modifications.** The parties may amend, modify, or supplement this agreement by mutual agreement in writing signed by the USDOT and the Recipient. Either party may request to amend, modify, or supplement this agreement by written notice to the other party.

15.2 Unilateral Contact Modifications.

- (a) The Recipient may update the contacts who are listed in section 3 of schedule A by written notice to all of the USDOT contacts who are listed in section 5 of schedule A and section 2.2.
- (b) The USDOT may update the contacts who are listed in section 5 of schedule A and section 2.2 by written notice to all of the Recipient contacts who are listed in section 3 of schedule A.

15.3 USDOT Unilateral Modifications.

- (a) The USDOT may unilaterally modify this agreement to comply with Federal law, including the Program Statute.
- (b) To unilaterally modify this agreement under this section 15.3, the USDOT must provide a notice to the Recipient that includes a description of the modification and state the date that the modification is effective.

- 15.4 Other Modifications.** The parties shall not amend, modify, or supplement this agreement except as permitted under sections 15.1, 15.2, or 15.3. If an amendment, modification, or supplement is not permitted under section 15.1, not permitted under section 15.2, and not permitted under section 15.3, it is void.

ARTICLE 16
CLIMATE CHANGE AND ENVIRONMENTAL JUSTICE

- 16.1 Climate Change and Environmental Justice.** Consistent with Executive Order 14008, “Tackling the Climate Crisis at Home and Abroad” (Jan. 27, 2021), schedule H documents the consideration of climate change and environmental justice impacts of the Project.

ARTICLE 17
RACIAL EQUITY AND BARRIERS TO OPPORTUNITY

- 17.1 Racial Equity and Barriers to Opportunity.** Consistent with Executive Order 13985, “Advancing Racial Equity and Support for Underserved Communities Through the Federal Government” (Jan. 20, 2021), schedule I documents activities related to the Project to improve racial equity and reduce barriers to opportunity.

ARTICLE 18
LABOR AND WORK

- 18.1 Labor and Work.** Consistent with Executive Order 14025, “Worker Organizing and Empowerment” (Apr. 26, 2021), and Executive Order 14052, “Implementation of the Infrastructure Investment and Jobs Act” (Nov. 15, 2021), schedule J documents the consideration of job quality and labor rights, standards, and protections related to the Project.

ARTICLE 19
**FEDERAL FINANCIAL ASSISTANCE, ADMINISTRATIVE, AND NATIONAL
POLICY REQUIREMENTS**

- 19.1 Uniform Administrative Requirements for Federal Awards.** The Recipient shall comply with the obligations on non-Federal entities under 2 C.F.R. parts 200 and 1201.
- 19.2 Federal Law and Public Policy Requirements.**
- (a) The Recipient shall ensure that Federal funding is expended in full accordance with the United States Constitution, Federal law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.
 - (b) The failure of this agreement to expressly identify Federal law applicable to the Recipient or activities under this agreement does not make that law inapplicable.

19.3 Federal Freedom of Information Act.

- (a) The USDOT is subject to the Freedom of Information Act, 5 U.S.C. 552.
- (b) The Recipient acknowledges that the Technical Application and materials submitted to the USDOT by the Recipient related to this agreement may become USDOT records subject to public release under 5 U.S.C. 552.

19.4 History of Performance. Under 2 C.F.R 200.206, any Federal awarding agency may consider the Recipient's performance under this agreement, when evaluating the risks of making a future Federal financial assistance award to the Recipient.

19.5 Whistleblower Protection.

- (a) The Recipient acknowledges that it is a "grantee" within the scope of 41 U.S.C. 4712, which prohibits the Recipient from taking certain actions against an employee for certain disclosures of information that the employee reasonably believes are evidence of gross mismanagement of this award, gross waste of Federal funds, or a violation of Federal law related this this award.
- (b) The Recipient shall inform its employees in writing of the rights and remedies provided under 41 U.S.C. 4712, in the predominant native language of the workforce.

19.6 External Award Terms and Obligations.

- (a) In addition to this document and the contents described in article 24, this agreement includes the following additional terms as integral parts:
 - (1) Appendix A to 2 C.F.R. part 25: System for Award Management and Universal Identifier Requirements;
 - (2) Appendix A to 2 C.F.R. part 170: Reporting Subawards and Executive Compensation;
 - (3) 2 C.F.R 175.15(b): Trafficking in Persons; and
 - (4) Appendix XII to 2 C.F.R. part 200: Award Term and Condition for Recipient Integrity and Performance Matters.
- (b) The Recipient shall comply with:
 - (1) 49 C.F.R. part 20: New Restrictions on Lobbying;
 - (2) 49 C.F.R. part 21: Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964;
 - (3) 49 C.F.R. part 27: Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance; and

- (4) Subpart B of 49 C.F.R. part 32: Governmentwide Requirements for Drug-free Workplace (Financial Assistance).

19.7 Incorporated Certifications. The Recipient makes the statements in the following certifications, which are incorporated by reference:

- (1) Appendix A to 49 CFR part 20 (Certification Regarding Lobbying).

ARTICLE 20 ASSIGNMENT

20.1 Assignment Prohibited. The Recipient shall not transfer to any other entity any discretion granted under this agreement, any right to satisfy a condition under this agreement, any remedy under this agreement, or any obligation imposed under this agreement.

ARTICLE 21 WAIVER

21.1 Waivers.

- (a) A waiver of a term of this agreement granted by the USDOT will not be effective unless it is in writing and signed by an authorized representative of the USDOT.
- (b) A waiver of a term of this agreement granted by the USDOT on one occasion will not operate as a waiver on other occasions.
- (c) If the USDOT fails to require strict performance of a term of this agreement, fails to exercise a remedy for a breach of this agreement, or fails to reject a payment during a breach of this agreement, that failure does not constitute a waiver of that term or breach.

ARTICLE 22 ADDITIONAL TERMS AND CONDITIONS

22.1 Effect of Urban or Rural Designation. Based on information that the Recipient provided to the USDOT, including the Technical Application, section 1 of schedule F designates this award as an urban award or a rural award, as defined in the NOFO. The Recipient shall comply with the requirements that accompany that designation on minimum award size, geographic location, and cost sharing.

22.2 Effect of Historically Disadvantaged Community or Area of Persistent Poverty Designation. If section 3 of schedule F lists "Yes" for the "HDC or APP Designation," then based on information that the Recipient provided to the USDOT, including the

Technical Application, the USDOT determined that the Project will be carried out in a historically disadvantaged community or an area of persistent poverty, as defined in the NOFO. The Recipient shall incur a majority of the costs under this award in historically disadvantaged communities or areas of persistent poverty.

22.3 Disclaimer of Federal Liability. The USDOT shall not be responsible or liable for any damage to property or any injury to persons that may arise from, or be incident to, performance or compliance with this agreement.

22.4 Relocation and Real Property Acquisition.

- (a) To the greatest extent practicable under State law, the Recipient shall comply with the land acquisition policies in 49 C.F.R. 24 subpart B and shall pay or reimburse property owners for necessary expenses as specified in that subpart.
- (b) The Recipient shall provide a relocation assistance program offering the services described in 49 C.F.R. 24 subpart C and shall provide reasonable relocation payments and assistance to displaced persons as required in 49 C.F.R. 24 subparts D–E.
- (c) The Recipient shall make available to displaced persons, within a reasonable period of time prior to displacement, comparable replacement dwellings in accordance with 49 C.F.R. 24 subpart E.

22.5 Equipment Disposition.

- (a) In accordance with 2 C.F.R. 200.313 and 1201.313, if the Recipient or a subrecipient acquires equipment under this award, then when that equipment is no longer needed for the Project:
 - (1) if the entity that acquired the equipment is a State or a subrecipient of a State, that entity shall dispose of that equipment in accordance with State laws and procedures; and
 - (2) if the entity that acquired the equipment is neither a State nor a subrecipient of a State, that entity shall request disposition instructions from the Administering Operating Administration.
- (b) In accordance with 2 C.F.R. 200.443(d), the distribution of the proceeds from the disposition of equipment must be made in accordance with 2 C.F.R. 200.313–200.316 and 2 C.F.R. 1201.313.
- (c) The Recipient shall ensure compliance with this section 22.5 for all tiers of subawards under this award.

22.6 Environmental Review.

- (a) In this section, “**Environmental Review Entity**” means:

- (1) if the Project is located in a State that has assumed responsibilities for environmental review activities under 23 U.S.C. 326 or 23 U.S.C. 327 and the Project is within the scope of the assumed responsibilities, the State; and
 - (2) for all other cases, the FHWA.
- (b) Except as authorized under section 22.6(c), the Recipient shall not begin final design; acquire real property, construction materials, or equipment; begin construction; or take other actions that represent an irretrievable commitment of resources for the Project unless and until:
- (1) the Environmental Review Entity complies with the National Environmental Policy Act, 42 U.S.C. 4321 to 4370m-12, and any other applicable environmental laws and regulations; and
 - (2) if the Environmental Review Entity is not the Recipient, the Environmental Review Entity provides the Recipient with written notice that the environmental review process is complete.
- (c) If the Recipient is using procedures for early acquisition of real property under 23 C.F.R. 710.501 or hardship and protective acquisitions of real property 23 C.F.R. 710.503, the Recipient shall comply with 23 C.F.R. 771.113(d)(1).
- (d) The Recipient acknowledges that:
- (1) the Environmental Review Entity's actions under section 22.6(a) depend on the Recipient conducting necessary environmental analyses and submitting necessary documents to the Environmental Review Entity; and
 - (2) applicable environmental statutes and regulation may require the Recipient to prepare and submit documents to other Federal, State, and local agencies.
- (e) Consistent with 23 C.F.R. 771.105(a), to the extent practicable and consistent with Federal law, the Recipient shall coordinate all environmental investigations, reviews, and consultations as a single process.
- (f) The activities described in schedule B and other information described in this agreement may inform environmental decision-making processes, but the parties do not intend this agreement to document the alternatives under consideration under those processes. If a build alternative is selected that does not align with schedule B or other information in this agreement, then:
- (1) the parties may amend this agreement under section 15.1 for consistency with the selected build alternative; or
 - (2) if the USDOT determines that the condition at section 10.1(a)(5) is satisfied, the USDOT may terminate this agreement under section 10.1(a)(5).

- (g) The Recipient shall complete any mitigation activities described in the environmental document or documents for the Project, including the terms and conditions contained in the required permits and authorizations for the Project.

22.7 Railroad Coordination. If section 3 of schedule C includes one or more milestones identified as a "Railroad Coordination Agreement," then for each of those milestones, the Recipient shall enter a standard written railroad coordination agreement, consistent with 23 C.F.R. 646.216(d), no later than the deadline date identified for that milestone, with the identified railroad for work and operation within that railroad's right-of-way.

ARTICLE 23 MANDATORY AWARD INFORMATION

23.1 Information Contained in a Federal Award. For 2 C.F.R. 200.211:

- (1) the "Federal Award Date" is the date of this agreement, as defined under section 25.2;
- (2) the "Assistance Listings Number" is 20.933 and the "Assistance Listings Title" is "National Infrastructure Investments"; and
- (3) this award is not for research and development.

23.2 Federal Award Identification Number.

- (a) If the USDOT Payment System identified in section 6 of schedule A is "FMIS," then the Federal Award Identification Number will be generated when the FHWA Division authorizes the project in FMIS. The Recipient acknowledges that it has access to FMIS and can retrieve the FAIN from FMIS.
- (b) If the USDOT Payment System identified in section 6 of schedule A is "DELPHI eInvoicing," then the Federal Award Identification Number is listed on page 1, line 1 of the project-specific agreement.

23.3 Recipient's Unique Entity Identifier.

- (a) If the USDOT Payment System identified in section 6 of schedule A is "FMIS," then the Recipient's Unique Entity Identifier, as defined at 2 C.F.R. 25.415, is available in FMIS. The Recipient acknowledges that it has access to FMIS and can retrieve the unique entity identifier from FMIS.
- (b) If the USDOT Payment System identified in section 6 of schedule A is "DELPHI eInvoicing," then the Recipient's Unique Entity Identifier, as defined at 2 C.F.R. 25.415, is listed on page 1, line 4 of the project-specific agreement.

ARTICLE 24 CONSTRUCTION AND DEFINITIONS

24.1 Schedules. This agreement includes the following schedules as integral parts:

Schedule A	Administrative Information
Schedule B	Project Activities
Schedule C	Award Dates and Project Schedule
Schedule D	Award and Project Financial Information
Schedule E	Changes from Application
Schedule F	RAISE Program Designations
Schedule G	RAISE Performance Measurement Information
Schedule H	Climate Change and Environmental Justice Impacts
Schedule I	Racial Equity and Barriers to Opportunity
Schedule J	Labor and Work

24.2 Exhibits. The following exhibits, which are located in the document titled “Exhibits to FHWA Grant Agreements Under the Fiscal Year 2022 RAISE Grant Program,” dated October 18, 2022, and available at <https://www.transportation.gov/policy-initiatives/raise/raise-grant-agreements>, are part of this agreement.

Exhibit A	Applicable Federal Laws and Regulations
Exhibit B	Additional Standard Terms
Exhibit C	Quarterly Project Progress Reports and Recertifications: Format and Content
Exhibit D	Form for Subsequent Obligation of Funds

24.3 Construction.

(a) In these General Terms and Conditions:

- (1) unless expressly specified, a reference to a section or article refers to that section or article in these General Terms and Conditions;
- (2) a reference to a section or other subdivision of a schedule listed in section 24.1 will expressly identify the relevant schedule; and
- (3) there are no references to articles or sections in project-specific portions of the agreement that are not contained in schedules listed in section 24.1.

(b) If a provision in these General Terms and Conditions or the exhibits conflicts with a provision in the project-specific portion of the agreement, then the project-specific portion of the agreement prevails. If a provision in the exhibits conflicts with a provision in these General Terms and Conditions, then the provision in these General Terms and Conditions prevails.

24.4 Integration. This agreement constitutes the entire agreement of the parties relating to the RAISE grant program and awards under that program and supersedes any previous agreements, oral or written, relating to the RAISE grant program and awards under that program.

24.5 Definitions. In this agreement, the following definitions apply:

“**General Terms and Conditions**” means this document, including articles 1–25.

“**Program Statute**” means the collective statutory text:

- (1) at 49 U.S.C. 6702;
- (2) under the heading “Department of Transportation—Office of the Secretary—National Infrastructure Investments” in title VIII of division J of the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (Nov. 15, 2021), and all other provisions of that act that apply to amounts appropriated under that heading; and
- (3) under the heading “Department of Transportation—Office of the Secretary—National Infrastructure Investments” in title I of division L of the Consolidated Appropriations Act, 2022 Pub. L. No. 117-103 (Mar. 15, 2022), and all other provisions of that act that apply to amounts appropriated under that heading.

“**Project**” means the project proposed in the Technical Application, as modified by the negotiated provisions of this agreement, including schedules A–J.

“**RAISE Grant**” means an award of funds that were made available under the NOFO.

“**Technical Application**” means the application identified in section 1 of schedule A, including Standard Form 424 and all information and attachments submitted with that form through Grants.gov.

ARTICLE 25 AGREEMENT EXECUTION AND EFFECTIVE DATE

25.1 Counterparts. This agreement may be executed in counterparts, which constitute one document. The parties intend each countersigned original to have identical legal effect.

25.2 Effective Date. The agreement will become effective when all parties have signed it. The date of this agreement will be the date this agreement is signed by the last party to sign it. This instrument constitutes a RAISE Grant when the USDOT’s authorized representative signs it.



JENKS POLICE DEPARTMENT

918-299-6311
918-556-7498 (fax)
www.jenks.com

211 N Elm ST
PO Box 2007
Jenks, OK 74037

2/28/2024-3/5/2024

Patrol

- There were 64 traffic stops, 10 motor vehicle accidents, 7 arrests, 378 calls for service, and 32 reports taken during this reporting period.
- 3 Domestic Assault and Battery
- 2 Mental Health Call
- 3 Burglary (1st, 2nd, 3rd, residential and business)
- 2 Fraud
- 8 Larceny
- 1 DUI
- 1 Vandalism

Detective Division

- Attended sentencing hearing for homicide- 25 years
- 3 Affidavits to Tulsa County DA
- Search Warrant

Training

- Risk Management Training
- Code Enforcement Confrence
- Storm Spotter Training

Events Attended:

- Women in Public Safety Symposium
- Employee Appreciation Day Luncheon
- Milo Training with Leadership Jenks and IT company
- Community Helper Day Jenks West Elementary



Drone Divison- Main Street construction movement, Runaway juvenile locate, new Police signs placed



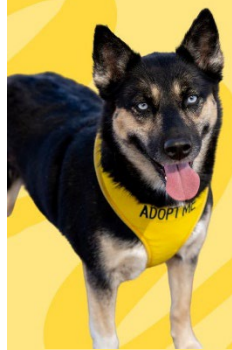




Animal Welfare

ADOPT ME

Kita
Mixed breed, Female



Contact :
Jenks Animal Welfare
918-299-6311

ADOPT ME

Winter
Pit Bull Terrier, Female



Contact :
Jenks Animal Welfare
918-299-6311

ADOPT ME

Uma
Mixed breed, Female



Contact :
Jenks Animal Welfare
918-299-6311

ADOPT ME

Titan
Mixed breed, Male



Contact :
Jenks Animal Welfare
918-299-6311

ADOPT ME

Flash
Mixed breed, Male



Contact :
Jenks Animal Welfare
918-299-6311

At Large:	5	Animal Bite:	0
Missing:	0	Adoption Inquiry:	6
Assist Other Agency:	0	Barking Dog:	1
Dead Animal Pickup:	0	Livestock All:	0
Other:	4	Trap:	0
Vicious Animal:	1	Welfare/Cruelty:	0
Wildlife:	0		

Other Calls Not In SOMS:

- 1 voicemail re: lost dog
- 1 email re: coyote traps
- 1 email re: "puppy yoga"
- 1 email re: Beanie Baby class project

Code Enforcement

1 case closed.

1 door hanger issued.

2 Certified letters mailed to record owner and renter for Administrative Hearing.

Malea Stoner and Fred Reid attended the Oklahoma Code Enforcement Association Spring Educational Conference in Midwest City February 28 through March 1, 2024.

Code Enforcement assisting JPD's Records Supervisor in scanning documents.

Still trying to coordinate abatements from the October 18, 2023 Administrative Hearing with Public Works.

Administrative Hearing scheduled March 12, 2024 at 2:00 PM for 438 N. Elm St. for trash and debris as well as inoperable vehicles.

Trash and Debris

- 1027 W. K St. – Report by Officer Dylan Goode from a resident saying neighbor was throwing bags of leaves over the back fence into the right-of-way. Upon investigation, Fred Reid did not find bags of leaves, but did find where a large amount of yard debris had been thrown over the back fence into the right-of-way. Numerous uncared for items and other debris was also found on the property. Door hanger issued.





Code of Ordinances has been found on your property. Please make corrections within seven (7) days to avoid further civil or criminal penalties. Thank you for your assistance and cooperation.

Public Nuisance Violation:

- ☐ Weeds and/or tall grass (exceeding 12 inches in height).
- ☒ Accumulation of trash, debris or uncared for items.
- ☐ Inoperative vehicle (needs to be made operable, removed or stored in an enclosed area within 168 hours (7 days).
- ☐ Unsecured structure (doors/windows need boarded).
- ☒ Other: IMPROPER YARD WASTE DISPOSAL

Zoning Code Violation:

- ☐ Operable vehicle parked in yard/sidewalk.
- ☐ Inoperable vehicle parked in front or side yard.
- ☐ Recreational vehicle improperly parked. 02/28/2024 09:37
- ☐ Structure setback or bulk and area requirements violation.
- ☐ Sign permit/code violation.

City of Jenks - Code Enforcement Office
City Hall - 211 North Elm - Jenks, Oklahoma 74037
Phone: (918) 299-6311 - Fax: (918) 556-7498

COURTESY NOTICE - CODE VIOLATION

ADDRESS: 1027 W. K ST.

DATE: 2/28/24 TIME: 9:30am

This is an informal notice to advise you that a violation of the City's Code of Ordinances has been found on your property. Please make corrections within seven (7) days to avoid further civil or criminal penalties. Thank you for your assistance and cooperation. 02/28/2024 09:30

Public Nuisance Violation:

If corrections do not occur, a formal procedure may be initiated to abate the violation at the expense of the individual(s) and entity involved.

Corrections Needed:

- REMOVE TRASH/JUNK/DEBRIS FROM
ALL PARTS OF PROPERTY
- STOP DISPOSING OF LEAVES &
GRASS CLIPPINGS ON RIGHT-OF-WAY

Additional Comments:

02/28/2024 09:37

- 412 N. 7th St. – Neighbor reported lots of trash and debris. House recently sold at Sheriff's sale. New owner to be notified via Certified mail of Code violations since someone is still living in the house.

