

**AGENDA
JENKS CITY COUNCIL
TUESDAY, AUGUST 19, 2025, 6:00 PM
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

FIRE DEPARTMENT RECOGNITION

1. Proclamation

CITIZEN COMMENTS

BUSINESS

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

1. Consideration and appropriate action relating to a request for approval of the Consent Agenda. (All matters listed under "Consent" are considered by the City Council to be routine and will be enacted by one motion. Any Councilor may, however, remove an item from the Consent Agenda by request. A motion to adopt the Consent Agenda is non-debatable.)

- A. Approve minutes of the regular meeting held on August 05, 2025.
- B. Approve Encumbrances and Expenditures
- C. Monthly Reports
- D. Approve request by Hope is Alive to use Jenks streets from 6:30 a.m. until 1:00 p.m. on September 06, 2025, for their "Run for Hope" event. [Chandlee]
- E. Approve Resolution 877, the final acceptance of 362 LF – 8" SDR 35 sanitary sewer lines, 3 Ea. – 4' Manhole, and 1 Ea. – 4' Drop Manhole infrastructure associated with Revitalize Medical Spa (123 Aquarium Dr, Jenks, OK 74037)
- F. Approve awarding mowing, weedeating and flower bed and landscaping maintenance services for the period of July 1, 2025, to October 31, 2025, to:

- Abundant Life Lawn Services in the amounts of \$44,580(Account No. 50-522-5250), and \$19,100 (Account No. 50-523-5250) and \$12,240.00(Account No. 90-919-5250), and \$45,500. (Account No. 10-561-5250), and \$12,240. (Account No. 10-245-5248).
- Mow-Town Outdoors in the amounts of \$34,875 (Account No. 50-522-5250), and \$17,935 (Account No. 50-523-5250) and \$29,303 (Account No. 10-561-5250)

- Hazelwood's Lawn Services in the amounts of \$9,895. (Account No. 50-522-5250), \$675. (Account No. 50-523-5250), and \$8,010.00 (Account No. 10-561-5250).

Funding for the same is included in the FY 25-26 Budget.

2. Consideration and appropriate action relating to items removed from the Consent Agenda
3. Ord 1671, relating to JZ 25 PUD 154, rezoning a piece of property from AG (Agriculture) to RS-2 (Residential Single Family) with PUD 154 overlay at the general location southwest of 131st St. S. & Harvard Ave. [Hilton]
4. Emergency Clause for Ordinance 1671, making it effective immediately upon passage since the immediate operations of the provisions of the Ordinance are necessary for the preservation of public health and safety.
5. Consideration and appropriate action relating to Resolution No. 878, a Resolution creating, naming, and establishing the Commencement Date for Increment District No. 7, City of Jenks; ratifying and confirming Ordinance No. 1612 of the City Council of the City of Jenks, Oklahoma, providing for severability; and containing other provisions related thereto
6. Consideration and appropriate action relating to Resolution No. 879, a Resolution authorizing the Jenks Economic Development Authority (the "Authority") to assist the City of Jenks, Oklahoma (the "City") in carrying out and administering the Jenks River District Economic Development Project Plan adopted by the City; approving and authorizing the execution of an Economic Development Agreement by and among the Authority, the City, and The Fields on Elm Street, LLC; approving and authorizing the execution of a Security Agreement by and between the Authority and the City pertaining to certain tax increment revenues; approving the use of assistance in development financing; and containing other provisions relating thereto.

OTHER BUSINESS

1. City Manager's Report
 - A. Low Water Dam Update

ADJOURNMENT



City of Jenks, Oklahoma Proclamation

WHEREAS: On January 15, 2025, Jenks Fire Rescue (JFR) was dispatched to a CPR-in-progress call at the Jenks High School M&S Building. Engine 2 (E2) responded Code 3, with Engine 1 (E1) and Utility 1 (U1) following shortly after;

WHEREAS: While in route, it was confirmed that a 16-year-old male had collapsed in a classroom;

WHEREAS: Upon arrival, E2 personnel made contact with Jenks Campus Police Department and quickly located the patient;

WHEREAS: JFR units demonstrated outstanding flexibility and quick decision-making, rapidly adapting their operations to locate the patient, initiating effective care, and maintaining organized control of a rapidly changing scene;

WHEREAS: JFR crews found the patient on the ground, cyanotic and pulseless, with CPR in progress by Jenks Public School nursing staff and JPD officers. CPR had reportedly been underway for 10 minutes with two shocks already administered via an on-site AED. JFR assumed control of compressions while Officer Goode of JPD continued ventilations. The patient was shocked 3 more times, two by JFR and once by EMSA;

WHEREAS: through continuous, coordinated efforts, persistent reassessment, and high-quality CPR, the patient achieved Return of Spontaneous Circulation (ROSC) just prior to transit to St. Francis Hospital, accompanied by two JFR firefighters;

NOW, THEREFORE, BE IT PROCLAIMED, that the City of Jenks recognizes and thanks members of JFR, EMSA, and JPD for their outstanding performance, adaptability under pressure, and their life-saving efforts. Their quick actions, expert teamwork, and unwavering commitment to excellence resulted in a second chance at life for his young patient. Roster:

- E2
 - Corporal Ireland
 - Firefighter Aragon
 - Captain Martinez
- U1
 - Corporal Schultze
- E1
 - Firefighter Ewen
 - Lieutenant Landkamer
- Firefighter Mereer
- Captain Morris
- EMSA
 - Zach Robinson
 - Jordan Manring
 - Jonathan Penick
- Jenks Police Department
 - Officer Dylan Goode

BE IT FURTHER PROCLAIMED, that their professionalism and dedication are a shining example of the highest traditions of Jenks Fire Rescue and the Fire Service. The City of Jenks and its citizens thank you for your tireless commitments.

IN WITNESS HEREOF, I have hereunto set my hand and caused the Great Seal of the City of Jenks, Oklahoma to be affixed, on this ____ day of _____ 2025.

Vice Mayor John Brown

Attest:

Brandon Macy, City Clerk

**MINUTES
JENKS CITY COUNCIL
TUESDAY, AUGUST 5, 2025, 6:00 PM
JENKS CITY HALL, 211 NORTH ELM**

CALL TO ORDER

The Agenda for the Jenks City Council was posted on the City's website at 3:33 p.m. on August 01, 2025. The meeting was called to order at 06:01 PM on the above date with Mayor Cory Box presiding at Jenks City Hall.

ROLL CALL

Present

John Browns
Matthew Emmons
Donna Ogez
Adam Abel
Mayor Cory Box

Absent

Kevin Short
Craig Murray

INVOCATION

Karrie Shust gave the invocation.

PLEDGE OF ALLEGIANCE

Pledge of Allegiance was given.

ANIMAL WELFARE SPOTLIGHT

Jenks Animal Control Officer McDaniel presented an animal for adoption.

PROCLAMATION

1. **Purple Heart Garden Proclamation**

Mayor Cory Box presented the Purple Heart Garden Proclamation.

CITIZEN COMMENTS

The following individuals gave public comments:

- Aaron Allen (14326 S Broadway)
- Susan Addison (4601 E 81st St)

BUSINESS

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 July 15, 2025**
 - B. **Approve Encumbrances and Expenditures**
 - C. **Monthly Reports**

- D. Approve a proposal for professional auditing services from Hinkle & Company for the Fiscal Year ending June 30, 2025, for the City of Jenks and its related entities for an estimated amount of \$30,000, with an additional \$5,500 if a single audit is required. [Sims]
- E. Approve Resolution 875, a Supplemental Appropriation to amend Fund 10 (City General Fund), Fund 34 (TIF District #3), and Fund 38 (TIF District #2), reconciling the FY 24 Budget [Sims]
- F. Approve request by Jenks Chamber of Commerce to use Jenks streets from 3:00 p.m. until 11:00 p.m. on October 03, 2025, for the "Symphony & Sweets" event. [Chandlee]
- G. Approve Resolution 873, a supplemental appropriation in the amount of \$24,760 for the purchase of Automated External Defibrillators in account 10-311-5242 (General Fund - Uniformed Patrol - Materials and Supplies). [Sims]
- H. Approve purchase of upfitting a Fire Department brush truck in the amount \$90,000 and Resolution 876, a Supplemental Appropriation in the same amount for the purchase in account 14-411-5396 (City - Fire Suppression Capital Fund - Motor Vehicles). Approval of this item is contingent on approval of JPWA Resolution 2025-11. [Sims]

John Brown asked to pull Item 1.D. Donna Ogez made a motion to approve Item 1, pulling 1.D. John Brown seconded the motion. A roll call vote of members was taken as follows:

Yes: Cory Box, Donna Ogez, John Brown, Matthew Emmons, Adam Abel

No: None

Motion Carried.

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

John Brown spoke on Item 1.D, stating the need for an exit interview. City Manager Christopher Shrout said that would be added. Donna Ogez made a motion to approve Item 1.D with an exit interview. John Brown seconded the motion. A roll call vote of members was taken as follows:

Yes: Cory Box, Donna Ogez, John Brown, Matthew Emmons, Adam Abel

No: None

Motion Carried.

- 3. Consideration and appropriate action relating to Resolution No. 874, a Resolution authorizing the Jenks Economic Development Authority (the "Authority") to assist the City of Jenks, Oklahoma (the "City") in carrying out and administering the Jenks River District Economic Development Project Plan adopted by the City; approving and authorizing the execution of an Economic Development Agreement by and among the Authority, the City, and Raw Pickle, LLC; approving and authorizing the execution of a Security Agreement by and between the Authority and the City pertaining to certain tax increment revenues; approving the use of assistance in development financing; and containing other provisions relating thereto.

Nate Ellis (Public Finance Law Group) introduced Item 3 and answered questions. City Manager Christopher Shrout and Assistant City Manager Robert Carr also answered questions. Donna Ogez made a motion to approve Item 3. John Brown

seconded the motion. A roll call vote of members was taken as follows:
Yes: Cory Box, Donna Ogez, John Brown, Matthew Emmons, Adam Abel
No: None
Motion Carried.

OTHER BUSINESS

1. City Manager's Report
City Manager Christopher Shrout gave his update.
2. Mayor's Report
Mayor Cory Box gave his report.

ADJOURNMENT

Jenks City Council adjourned at 06:30 PM.

Cory Box, **MAYOR**

CITY CLERK

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE
DEPARTMENT: 213 250853	1 -3763	CITY TREASURER CRAWFORD & ASSOCIATES PC	FY 25 PREP ANNL FNCL STMT	8/2025	34260 07-31-25 DEPARTMENT: 213
DEPARTMENT: 214 250705	1 -3654	CITY ATTORNEY MINISTRY BRANDS PARENT LLC	BACKGROUND CHECK	8/2025	9254-2025 DEPARTMENT: 214
DEPARTMENT: 231 250768	1 -3279	GENERAL GOVERNMENT MENARD CONSULTING INC	CONSULTING SERVICES	8/2025	3460 07-31-25 DEPARTMENT: 231
DEPARTMENT: 241 250701	1 -2160	CITY PLANNER MCAFFEE & TAFT A PROFESSIONAL	PERSONAL REIMBURSEMENT	8/2025	790991 07-31-25 DEPARTMENT: 241
DEPARTMENT: 245 250714	1 -1418	COMMUNITY DEVELOPMENT CHARLEY MERRIMAN	REKEY MASTER CONTROL	8/2025	101449 07-31-25 DEPARTMENT: 245
DEPARTMENT: 311 250665	1 -1228	UNIFORMED PATROL WEST PUBLISHING CORPORATION	INVESTIGATION SOFTWARE	8/2025	85230182-07-31-25 DEPARTMENT: 311
250658	1 -1418	CHARLEY MERRIMAN	REPLACE KEY FOB	8/2025	101502 07-31-25 DEPARTMENT: 311
250655	1 -1450	EMERGENCY MEDICAL SERVICE ABL	ABLS CARD & INST. RENEWAL	8/2025	JENKSPD-6000023 07-31-25 DEPARTMENT: 311
250661	1 -1762	OKLAHOMA POLICE SUPPLY LLC	CONDUCT RIBBONS	8/2025	0105015 07-31-25 DEPARTMENT: 311
250656	1 -2020	ROCIC	YEARLY EQUIP/SOFTWARE	8/2025	0071518-07-31-25 DEPARTMENT: 311
250667	1 -3251	LEADSONLINE LLC	INVESTIGATION SOFTWARE	8/2025	418528 07-31-25 DEPARTMENT: 311
250662	1 -3296	KONICA MINOLTA BUSINESS SOL	PRINTER MAINTENANCE	8/2025	90104972-07-31-25 DEPARTMENT: 311
250664	1 -3798	GEOSAFE INC	MOBILE CAD SUB	8/2025	JENKS-6000023 07-31-25 DEPARTMENT: 311
250634	1 -3799	CITY OF BIXBY	YEARLY SWAT DUES	8/2025	25-003 07-31-25 DEPARTMENT: 311
250640	1 -3804	JOSH SEMKE	PERSONAL REIMBURSEMENT	8/2025	BLINK OF EYE 07-31-25 DEPARTMENT: 311
250767	1 -3871	VOICE PRODUCTS INC.	MAINT RENEWAL	8/2025	P110708 07-31-25 DEPARTMENT: 311
250663	1 -4010	FRONTIER JUSTICE	YEARLY MEMBERSHIP	8/2025	INV-TU-25 07-31-25 DEPARTMENT: 311
250635	1 -4260	CHRISTOPHER RUSSELL	LEADERSHIP MEETING	8/2025	000023 07-31-25 DEPARTMENT: 311

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE
DEPARTMENT: 315					
250639	1 -1692	POLICE RESERVE			
250659	1 -2225	SPECIAL-OPS UNIFORMS INC	HANDCUFF POUCH	8/2025	818482 0
		JD YOUNG COMPANY	BUISINESS CARDS	8/2025	1280535
DEPARTMENT					
DEPARTMENT: 321					
250662	1 -3296	CENTRAL DISPATCH			
		KONICA MINOLTA BUSINESS SOLPRINTER MAINTENANCE		8/2025	5000883
DEPARTMENT					
DEPARTMENT: 411					
250704	1 -1450	FIRE SUPPRESSION			
250637	1 -2025	EMERGENCY MEDICAL SERVICE	ASUBSIDY	8/2025	07-17-2
250638	1 -2025	FLEET FUELS	FUEL FOR CITY FLEET	8/2025	SI-1234
250670	1 -2025	FLEET FUELS	FUEL FOR CITY FLEET	8/2025	SI-1235
250706	1 -2025	FLEET FUELS	CITY FLEET FUEL	8/2025	SI-1112
250653	1 -2503	FLEET FUELS	FLEET FUEL	8/2025	SI-2074
250709	1 -2503	ALL MAINTENANCE SUPPLY INC	STATION SUPPLIES	8/2025	145825-0
250275	1 -2667	ALL MAINTENANCE SUPPLY INC	STATION SUPPLIES	8/2025	0014744
250672	1 -3397	HARRIS CORPORATION PSPC	RADIO PROGRAMMING CABLES	8/2025	9345733
250673	1 -3645	PAM CONWAY	USPS CHARGE	8/2025	USPS CHA
250644	1 -3767	CLASSIC TULSA C LLC	COMMAND 4 REPAIR	8/2025	286002 0
250677	1 -4002	INDUSTRIAL ORGANIZATIONAL	SEXAMS	8/2025	C63511A
250708	1 -4221	QUALITY HEATING COOLING &	PA/C REPAIR	8/2025	1518813
		KASH WALLS	PERSONAL REIMBURSEMENT	8/2025	UBER 07-
DEPARTMENT					
DEPARTMENT: 521					
250671	1 -1217	STREET MAINTENANCE			
250654	1 -1542	LIBERTY FLAGS INC	REPLACEMENT FLAGS	8/2025	118220 0
250685	1 -1542	CINTAS CORPORATION	UNIFORM RENTAL	8/2025	4236331
250702	1 -1542	CINTAS CORPORATION	UNIFORM RENTAL	8/2025	4237799
250711	1 -1542	CINTAS CORPORATION	UNIFORM RENTAL	8/2025	4237034
250637	1 -2025	CINTAS CORPORATION	UNIFORM RENTAL	8/2025	4238599
250638	1 -2025	FLEET FUELS	FUEL FOR CITY FLEET	8/2025	SI-1234
250706	1 -2025	FLEET FUELS	FUEL FOR CITY FLEET	8/2025	SI-1235
250686	1 -3962	FLEET FUELS	FLEET FUEL	8/2025	SI-2074
250687	1 -3962	TLS GROUP, INC. (FORMERLY	STRAFFIC LIGHT REPAIRS	8/2025	1650 06-
250688	1 -3962	TLS GROUP, INC. (FORMERLY	STRAFFIC LIGHT REPAIRS	8/2025	1554 04-
250689	1 -3962	TLS GROUP, INC. (FORMERLY	STRAFFIC LIGHT REPAIRS	8/2025	1499 03-
250647	1 -4058	TLS GROUP, INC. (FORMERLY	SMAINTENANCE AGREEMENT	8/2025	0725-282
250683	1 -4107	GERJES, NICHOLAS	PERSONAL REIMBURSEMENT	8/2025	CAVENDE
250646	1 -4262	G FORCE BRAND SOLUTIONS, LL	LICENSE PLATES	8/2025	10324 0
		KENNETH SOURJOHN	PERSONAL REIMBURSEMENT	8/2025	CAVENDE
DEPARTMENT					

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE
DEPARTMENT: 522 GENERAL MAINTENANCE					
250699	1 -1558	COOPER N JILL INC	VEHICLE BATTERIES	8/2025	3003514
					DEPARTMEN
DEPARTMENT: 561 PARKS & GROUNDS					
250641	1 -1081	STOUT LAWN EQUIPMENT LLC	PARK MAINT EQUIPMENT	8/2025	173327 0
250654	1 -1542	CINTAS CORPORATION	UNIFORM RENTAL	8/2025	42363310
250685	1 -1542	CINTAS CORPORATION	UNIFORM RENTAL	8/2025	4237799
250702	1 -1542	CINTAS CORPORATION	UNIFORM RENTAL	8/2025	4237034
250711	1 -1542	CINTAS CORPORATION	UNIFORM RENTAL	8/2025	4238599
250637	1 -2025	FLEET FUELS	FUEL FOR CITY FLEET	8/2025	SI-1234
250638	1 -2025	FLEET FUELS	FUEL FOR CITY FLEET	8/2025	SI-1235
250706	1 -2025	FLEET FUELS	FLEET FUEL	8/2025	SI-2074
250648	1 -3751	GREENPRO LLC	FERTILIZER/WEED CNTRL	8/2025	38669 0
250698	1 -3751	GREENPRO LLC	FERTILIZER/WEED CNTRL	8/2025	40077 0
250713	1 -4102	GREEN LAWN IRRIGATION, INC	SERVICES @ VETERANS PARK	8/2025	87685 0
					DEPARTMEN
					FUND TOTAL

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE
DEPARTMENT: 411 250065	1 -2667	FIRE SUPPRESSION HARRIS CORPORATION PSPC	HANDHELD RADIOS	8/2025	9345628
					DEPARTMEN
					FUND TOTA

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE
DEPARTMENT: 321 250666	1 -1039	CENTRAL DISPATCH INCOG	MAPPING & MSG MAINT	8/2025	227552 0 DEPARTMEN FUND TOTA

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE
DEPARTMENT: 801		INS & CASH REIMB.			
250697	1 -4250	LODO MASSAGE LLC	ONSITE YOGA CLASS	8/2025	6080614
					DEPARTMENT
					FUND TOTAL
					GRAND TOTAL

G / L R E C A P

PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
8/2025	10	5-213-5250	CONTRACTUAL SERVICES	187.00	
8/2025	10	5-214-5252	PROFESSIONAL SERVICES	46.91	
8/2025	10	5-231-5252	PROFESSIONAL SERVICES	200.00	
8/2025	10	5-241-5128	MEMBERSHIP DUES	264.00	
8/2025	10	5-241-5252	PROFESSIONAL SERVICES	6,224.00	
8/2025	10	5-245-5248	REPAIR & MAINTENANCE	109.00	
8/2025	10	5-311-5125	TRAINING & SCHOOLS	1,845.00	
8/2025	10	5-311-5230	BUSINESS	380.00	
8/2025	10	5-311-5232	CLOTHING AND UNIFORMS	83.93	
8/2025	10	5-311-5248	REPAIR AND MAINTENANCE	527.50	
8/2025	10	5-311-5250	CONTRACTUAL SERVICES	903.27	
8/2025	10	5-311-5254	SUBSCRIPTIONS	38,035.77	
8/2025	10	5-315-5232	CLOTHING ALLOWANCE	56.82	
8/2025	10	5-315-5246	PRINTING & BINDING	59.45	
8/2025	10	5-321-5250	CONTRACTUAL SERVICES	673.54	
8/2025	10	5-411-5125	TRAINING & SCHOOLS	71.53	
8/2025	10	5-411-5128	MEMBERSHIP DUES	431.00	
8/2025	10	5-411-5238	VEHICLE FUEL	4,530.62	
8/2025	10	5-411-5240	VEHICLE PARTS/REPAIRS	3,174.76	
8/2025	10	5-411-5242	MATERIALS AND SUPPLIES	866.94	
8/2025	10	5-411-5248	REPAIR AND MAINTENANCE	1,215.38	
8/2025	10	5-411-5252	PROFESSIONAL SERVICES	31.40	
8/2025	10	5-521-5232	CLOTHING AND UNIFORMS	519.57	
8/2025	10	5-521-5238	VEHICLE FUEL	638.49	
8/2025	10	5-521-5242	MATERIALS AND SUPPLIES	3,462.00	
8/2025	10	5-521-5250	CONTRACTUAL SERVICES	10,029.10	
8/2025	10	5-522-5240	VEHICLE PARTS/REPAIRS	606.80	
8/2025	10	5-561-5232	CLOTHING AND UNIFORMS	204.37	
8/2025	10	5-561-5238	VEHICLE FUEL	638.49	
8/2025	10	5-561-5240	VEHICLE PARTS/REPAIRS	25.13	
8/2025	10	5-561-5250	CONTRACTUAL SERVICES	638.35	76,680.12
8/2025	14	5-411-5399	OTHER EQUIPMENT	108,861.03	108,861.03
8/2025	16	5-321-5254	SUBSCRIPTIONS	4,574.00	4,574.00
8/2025	61	5-801-5250	CONTRACTUAL SERVICES	480.00	480.00
			GRAND TOTAL ESTIMATE:		0.00
			GRAND TOTAL ACTUAL:		190,595.15
			REPORT TOTAL:		190,595.15

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: N/A						
250260	1 -4255	NON-DEPARTMENTAL NICK ONORATO	REIMBURSEMENT	7/2025	PERMIT REIMBURSEME	5,175.03
DEPARTMENT TOTAL:						5,175.03
DEPARTMENT: 216						
250022	1 -2013	PERSONNEL BENEFIT RESOURCES INC	25-26 FSA PARTICIPANT FEE	7/2025	18-34253 07-01	479.69
DEPARTMENT TOTAL:						479.69
DEPARTMENT: 231						
250025	1 -1596	GENERAL GOVERNMENT COMMUNITY CARE HMO INC	COMMUNITY CARE EAP	7/2025	07-25 MONTHLY EAP	58.75
250544	1 -3433	ETHERFLOW	CH PRINTER MAINTENANCE	7/2025	1603 07-01	1,048.00
250550	1 -3433	ETHERFLOW	CH/AQ BITWARDEN USER	7/2025	1605 07-01	51.34
250551	1 -3433	ETHERFLOW	CLOUD BACKUP SERVICE	7/2025	1604 07-01	1,037.50
250552	1 -3433	ETHERFLOW	DNS FILTER MONTHLY	7/2025	1607 07-01	123.75
250613	1 -4259	TOWNHALL PR LLC	TOWNHALL PR CONTRACT	7/2025	3783 07-29	4,000.00
DEPARTMENT TOTAL:						6,319.34
DEPARTMENT: 245						
250084	1 -2832	COMMUNITY DEVELOPMENT ROGER SCOTT	PEST CONTROL CONTRACT	7/2025	07-22-25 THE HIVE	200.00
DEPARTMENT TOTAL:						200.00
DEPARTMENT: 311						
250271	1 -2832	UNIFORMED PATROL ROGER SCOTT	PEST CONTROL	7/2025	07-25-25 PD HQ	42.00
DEPARTMENT TOTAL:						42.00
DEPARTMENT: 411						
250048	1 -1726	FIRE SUPPRESSION OTA PIKEPASS CUSTOMER SVC	FY 25-26 PIKEPASS SERVICE	7/2025	20250600382 07-01	49.63
250046	1 -2832	ROGER SCOTT	PEST CONTROL CONTRACT	7/2025	07-28-25 FS#2	150.00
DEPARTMENT TOTAL:						199.63

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 521		STREET MAINTENANCE				
250048	1 -1726	OTA PIKEPASS CUSTOMER SVC	FY 25-26 PIKEPASS SERVICE	7/2025	20250600382 07-01	1.74
DEPARTMENT TOTAL:						1.74
DEPARTMENT: 561		PARKS & GROUNDS				
250277	1 -1457	O'REILLY AUTO PARTS	FLEET MAINT PARTS	7/2025	2075-435195 06-23	16.78
250288	1 -1457	O'REILLY AUTO PARTS	FLEET MAINT SUPPLIES	7/2025	2075-435325 06-24	33.98
250048	1 -1726	OTA PIKEPASS CUSTOMER SVC	FY 25-26 PIKEPASS SERVICE	7/2025	20250600382 07-01	4.57
DEPARTMENT TOTAL:						55.33
FUND TOTAL:						12,472.76

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 311		UNIFORMED PATROL				
250001	1 -1112	BANCFIRST	LOAN POLICE TAHOE'S	7/2025	AUG 25 490091391	4,194.22
250002	1 -1112	BANCFIRST	LOAN PATROL CARS	7/2025	0490091730 AUG 25	4,368.23
DEPARTMENT TOTAL:						8,562.45
FUND TOTAL:						8,562.45

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 411		FIRE SUPPRESSION				
250000	1 -1112	BANCFIRST	LOAN-JENKS FIRE TAHOE'S	7/2025	AUG 25 490091402	2,175.36
DEPARTMENT TOTAL:						2,175.36
FUND TOTAL:						2,175.36
GRAND TOTAL:						23,210.57

G / L R E C A P

PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
7/2025	10	2100-016	DUE TO WASTEWATER TREATMENT	426.34	
7/2025	10	2100-022	DUE TO ECONOMIC DEVELOPMENT	177.64	
7/2025	10	2100-024	DUE TO STATE OF OKLAHOMA	82.43	
7/2025	10	4010-010	ELECTRICAL PERMITS	426.34	
7/2025	10	4010-011	PLUMBING PERMITS	2,842.24	
7/2025	10	4010-012	MECHANICAL PERMITS	426.34	
7/2025	10	4010-013	BUILDING PERMITS	365.94	
7/2025	10	4010-017	FIRE PERMITS	426.34	
7/2025	10	4025	BUILDING PERMITS - ADMIN FEE	1.42	
7/2025	10	5-216-5252	PROFESSIONAL SERVICES	479.69	
7/2025	10	5-231-5250	CONTRACTUAL SERVICES	6,085.50	
7/2025	10	5-231-5254	SUBSCRIPTIONS	51.34	
7/2025	10	5-231-5258	COMMUNICATIONS	123.75	
7/2025	10	5-231-5262	INSURANCE	58.75	
7/2025	10	5-245-5250	CONTRACTUAL SERVICES	200.00	
7/2025	10	5-311-5254	SUBSCRIPTIONS	42.00	
7/2025	10	5-411-5250	CONTRACTUAL SERVICES	199.63	
7/2025	10	5-521-5234	TRAVEL	1.74	
7/2025	10	5-561-5234	TRAVEL	4.57	
7/2025	10	5-561-5240	VEHICLE PARTS/REPAIRS	50.76	12,472.76
7/2025	12	5-311-5396	MOTOR VEHICLES	8,562.45	8,562.45
7/2025	14	5-411-5396	MOTOR VEHICLES	2,175.36	2,175.36
			GRAND TOTAL ESTIMATE:		0.00
			GRAND TOTAL ACTUAL:		23,210.57
			REPORT TOTAL:		23,210.57

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P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE
DEPARTMENT: 311 250615	1 -3312	UNIFORMED PATROL WEX BANK-QUIKTRIP	106158011 07-23	8/2025	10615801 DEPARTMENT
DEPARTMENT: 315 250615	1 -3312	POLICE RESERVE WEX BANK-QUIKTRIP	106158011 07-23	8/2025	10615801 DEPARTMENT
DEPARTMENT: 411 250615	1 -3312	FIRE SUPPRESSION WEX BANK-QUIKTRIP	106158011 07-23	8/2025	10615801 DEPARTMENT
DEPARTMENT: 512 250615	1 -3312	PROTECTIVE INSPECTIONS WEX BANK-QUIKTRIP	106158011 07-23	8/2025	10615801 DEPARTMENT
DEPARTMENT: 521 250615	1 -3312	STREET MAINTENANCE WEX BANK-QUIKTRIP	106158011 07-23	8/2025	10615801 DEPARTMENT
DEPARTMENT: 522 250615	1 -3312	GENERAL MAINTENANCE WEX BANK-QUIKTRIP	106158011 07-23	8/2025	10615801 DEPARTMENT
DEPARTMENT: 561 250615	1 -3312	PARKS & GROUNDS WEX BANK-QUIKTRIP	106158011 07-23	8/2025	10615801 DEPARTMENT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE
DEPARTMENT: 562 250615	1 -3312	ANIMAL CONTROL WEX BANK-QUIKTRIP	106158011 07-23	8/2025	106158011 DEPARTMENT FUND TOTAL GRAND TOTAL

G / L R E C A P

PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
8/2025	10	5-311-5238	VEHICLE FUEL	5,848.83	
8/2025	10	5-315-5238	VEHICLE FUEL	816.80	
8/2025	10	5-411-5238	VEHICLE FUEL	2,904.80	
8/2025	10	5-512-5238	VEHICLE FUEL	117.35	
8/2025	10	5-521-5238	VEHICLE FUEL	1,164.33	
8/2025	10	5-522-5238	VEHICLE FUEL	855.28	
8/2025	10	5-561-5238	VEHICLE FUEL	328.83	
8/2025	10	5-562-5238	VEHICLE FUEL	338.31	12,374.53
GRAND TOTAL ESTIMATE:					0.00
GRAND TOTAL ACTUAL:					12,374.53
REPORT TOTAL:					12,374.53

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 211						
250083	1 -1338	CITY MANAGER	COMPSOURCE MUTUAL INSURANCEWORKERS COMP PREM	8/2025	1023941554 08-01	26.04
DEPARTMENT TOTAL:						26.04
DEPARTMENT: 212						
250083	1 -1338	CITY CLERK	COMPSOURCE MUTUAL INSURANCEWORKERS COMP PREM	8/2025	1023941554 08-01	28.39
DEPARTMENT TOTAL:						28.39
DEPARTMENT: 213						
250083	1 -1338	CITY TREASURER	COMPSOURCE MUTUAL INSURANCEWORKERS COMP PREM	8/2025	1023941554 08-01	18.31
DEPARTMENT TOTAL:						18.31
DEPARTMENT: 214						
250083	1 -1338	CITY ATTORNEY	COMPSOURCE MUTUAL INSURANCEWORKERS COMP PREM	8/2025	1023941554 08-01	2.39
250291	1 -4228	RELX INC.	LEGAL RESEARCH SUB	8/2025	3095945575 07-31	253.00
DEPARTMENT TOTAL:						255.39
DEPARTMENT: 216						
250083	1 -1338	PERSONNEL	COMPSOURCE MUTUAL INSURANCEWORKERS COMP PREM	8/2025	1023941554 08-01	19.32
DEPARTMENT TOTAL:						19.32
DEPARTMENT: 218						
250083	1 -1338	ADMIN SUPPORT/RECORDS	COMPSOURCE MUTUAL INSURANCEWORKERS COMP PREM	8/2025	1023941554 08-01	8.32
DEPARTMENT TOTAL:						8.32
DEPARTMENT: 221						
250083	1 -1338	MUNICIPAL COURT	COMPSOURCE MUTUAL INSURANCEWORKERS COMP PREM	8/2025	1023941554 08-01	7.19
250053	1 -2586	A T & T MOBILITY	FY 25-26 AIRCARDS, IPADS	8/2025	287291914369 AUG25	61.84
DEPARTMENT TOTAL:						69.03

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P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 231 GENERAL GOVERNMENT						
250053	1 -2586	A T & T MOBILITY	FY 25-26 AIRCARDS, IPADS	8/2025	287291914369 AUG25	200.20
250544	1 -3433	ETHERFLOW	CH PRINTER MAINTENANCE	8/2025	1613 08-01	1,048.00
250550	1 -3433	ETHERFLOW	CH/AQ BITWARDEN USER	8/2025	1615 08-01	51.34
250551	1 -3433	ETHERFLOW	CLOUD BACKUP SERVICE	8/2025	1614 08-01	1,037.50
250552	1 -3433	ETHERFLOW	DNS FILTER MONTHLY	8/2025	1617 08-01	123.75
DEPARTMENT TOTAL:						2,460.79
DEPARTMENT: 245 COMMUNITY DEVELOPMENT						
250011	1 -1073	OKLAHOMA NATURAL GAS	25-26 GAS SERVICE	8/2025	113491891 AUG 25	438.95
250631	1 -1701	PUBLIC SERVICE CO. OF OKL	AUG 25 ELECTRIC SERVICE	8/2025	95094298213 AUG 25	4,081.57
DEPARTMENT TOTAL:						4,520.52
DEPARTMENT: 311 UNIFORMED PATROL						
250618	1 -1047	JENKS PUBLIC WORKS AUTHOR	AUG 25 WATER SERVICE	8/2025	05-0230-01 AUG 25	104.15
250083	1 -1338	COMPSOURCE MUTUAL INSURANCEWORKERS	COMP PREM	8/2025	1023941554 08-01	6,981.77
250631	1 -1701	PUBLIC SERVICE CO. OF OKL	AUG 25 ELECTRIC SERVICE	8/2025	95471419218 AUG 25	825.07
250053	1 -2586	A T & T MOBILITY	FY 25-26 AIRCARDS, IPADS	8/2025	287291914369 AUG25	40.04
250628	1 -3312	WEX BANK-QUIKTRIP	106328406 07-31 FUEL	8/2025	106328406 07-31 FU	28.44
DEPARTMENT TOTAL:						7,979.47
DEPARTMENT: 315 POLICE RESERVE						
250083	1 -1338	COMPSOURCE MUTUAL INSURANCEWORKERS	COMP PREM	8/2025	1023941554 08-01	413.28
DEPARTMENT TOTAL:						413.28
DEPARTMENT: 321 CENTRAL DISPATCH						
250083	1 -1338	COMPSOURCE MUTUAL INSURANCEWORKERS	COMP PREM	8/2025	1023941554 08-01	42.10
DEPARTMENT TOTAL:						42.10
DEPARTMENT: 331 CODE ENFORCEMENT						
250083	1 -1338	COMPSOURCE MUTUAL INSURANCEWORKERS	COMP PREM	8/2025	1023941554 08-01	6.17
DEPARTMENT TOTAL:						6.17

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P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 411 FIRE SUPPRESSION						
250618	1 -1047	JENKS PUBLIC WORKS AUTHOR	AUG 25 WATER SERVICE	8/2025	05-0160-01 AUG 25	480.34
250011	1 -1073	OKLAHOMA NATURAL GAS	25-26 GAS SERVICE	8/2025	109782864 AUG 25	250.63
250083	1 -1338	COMPSOURCE MUTUAL INSURANCEWORKERS COMP PREM		8/2025	1023941554 08-01	7,721.89
250631	1 -1701	PUBLIC SERVICE CO. OF OKL	AUG 25 ELECTRIC SERVICE	8/2025	95483091716 AUG 25	2,847.48
250053	1 -2586	A T & T MOBILITY	FY 25-26 AIRCARDS, IPADS	8/2025	287291914369 AUG25	480.48
DEPARTMENT TOTAL:						11,780.82
DEPARTMENT: 512 PROTECTIVE INSPECTIONS						
250083	1 -1338	COMPSOURCE MUTUAL INSURANCEWORKERS COMP PREM		8/2025	1023941554 08-01	238.14
250053	1 -2586	A T & T MOBILITY	FY 25-26 AIRCARDS, IPADS	8/2025	287291914369 AUG25	120.12
DEPARTMENT TOTAL:						358.26
DEPARTMENT: 521 STREET MAINTENANCE						
250083	1 -1338	COMPSOURCE MUTUAL INSURANCEWORKERS COMP PREM		8/2025	1023941554 08-01	464.00
250010	1 -2027	O G & E ELECTRIC SERVICES	ELECTRIC SERVICE 25-26	8/2025	128515769-7 AUG 25	52.40
DEPARTMENT TOTAL:						516.40
DEPARTMENT: 561 PARKS & GROUNDS						
250618	1 -1047	JENKS PUBLIC WORKS AUTHOR	AUG 25 WATER SERVICE	8/2025	01-0355-00 AUG 25	36,992.33
250083	1 -1338	COMPSOURCE MUTUAL INSURANCEWORKERS COMP PREM		8/2025	1023941554 08-01	483.77
250053	1 -2586	A T & T MOBILITY	FY 25-26 AIRCARDS, IPADS	8/2025	287291914369 AUG25	232.88
250038	1 -4152	BTC BROADBAND	INTERNET SERVICE	8/2025	999-001-0479 08-25	910.00
DEPARTMENT TOTAL:						38,618.98
DEPARTMENT: 562 ANIMAL CONTROL						
250618	1 -1047	JENKS PUBLIC WORKS AUTHOR	AUG 25 WATER SERVICE	8/2025	05-2105-00 AUG 25	93.31
250011	1 -1073	OKLAHOMA NATURAL GAS	25-26 GAS SERVICE	8/2025	251827736 AUG 25	46.18
250083	1 -1338	COMPSOURCE MUTUAL INSURANCEWORKERS COMP PREM		8/2025	1023941554 08-01	48.64
250631	1 -1701	PUBLIC SERVICE CO. OF OKL	AUG 25 ELECTRIC SERVICE	8/2025	95323119305 AUG 25	643.80
DEPARTMENT TOTAL:						831.93
FUND TOTAL:						67,953.52
GRAND TOTAL:						67,953.52

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G / L R E C A P

PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
8/2025	10	5-211-5121	WORKERS' COMPENSATION	26.04	
8/2025	10	5-212-5121	WORKERS' COMPENSATION	28.39	
8/2025	10	5-213-5121	WORKERS' COMPENSATION	18.31	
8/2025	10	5-214-5121	WORKERS' COMPENSATION	2.39	
8/2025	10	5-214-5254	SUBSCRIPTIONS	253.00	
8/2025	10	5-216-5121	WORKERS' COMPENSATION	19.32	
8/2025	10	5-218-5121	WORKERS COMPENSATION	8.32	
8/2025	10	5-221-5121	WORKERS' COMPENSATION	7.19	
8/2025	10	5-221-5258	COMMUNICATIONS	61.84	
8/2025	10	5-231-5250	CONTRACTUAL SERVICES	2,085.50	
8/2025	10	5-231-5254	SUBSCRIPTIONS	51.34	
8/2025	10	5-231-5258	COMMUNICATIONS	323.95	
8/2025	10	5-245-5260	UTILITIES	4,520.52	
8/2025	10	5-311-5121	WORKERS' COMPENSATION	6,981.77	
8/2025	10	5-311-5238	VEHICLE FUEL	28.44	
8/2025	10	5-311-5258	COMMUNICATIONS	40.04	
8/2025	10	5-311-5260	UTILITIES	929.22	
8/2025	10	5-315-5121	WORKERS COMPENSATION	413.28	
8/2025	10	5-321-5121	WORKERS' COMPENSATION	42.10	
8/2025	10	5-331-5121	WORKERS' COMPENSATION	6.17	
8/2025	10	5-411-5121	WORKERS' COMPENSATION	7,721.89	
8/2025	10	5-411-5258	COMMUNICATIONS	480.48	
8/2025	10	5-411-5260	UTILITIES	3,578.45	
8/2025	10	5-512-5121	WORKERS' COMPENSATION	238.14	
8/2025	10	5-512-5258	COMMUNICATIONS	120.12	
8/2025	10	5-521-5121	WORKERS' COMPENSATION	464.00	
8/2025	10	5-521-5260	UTILITIES	52.40	
8/2025	10	5-561-5121	WORKERS' COMPENSATION	483.77	
8/2025	10	5-561-5258	COMMUNICATIONS	1,142.88	
8/2025	10	5-561-5260	UTILITIES	36,992.33	
8/2025	10	5-562-5121	WORKERS' COMPENSATION	48.64	
8/2025	10	5-562-5260	UTILITIES	783.29	67,953.52

GRAND TOTAL ESTIMATE: 0.00

GRAND TOTAL ACTUAL: 67,953.52

REPORT TOTAL: 67,953.52

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P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 214		CITY ATTORNEY				
242941	1 -1228	WEST PUBLISHING CORPORATION	HIGH Q SERVICE SETUP & MO	8/2025	852313246 08-01	869.00
DEPARTMENT TOTAL:						869.00
DEPARTMENT: 311		UNIFORMED PATROL				
242804	1 -1228	WEST PUBLISHING CORPORATION	YEARLY INVES SOFT SUB	8/2025	852155523 07-01	260.95
DEPARTMENT TOTAL:						260.95
FUND TOTAL:						1,129.95
GRAND TOTAL:						1,129.95

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G / L R E C A P

PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
8/2025	10	5-214-5254	SUBSCRIPTIONS	869.00	
8/2025	10	5-311-5254	SUBSCRIPTIONS	260.95	1,129.95
GRAND TOTAL ESTIMATE:					0.00
GRAND TOTAL ACTUAL:					1,129.95
REPORT TOTAL:					1,129.95

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 311		UNIFORMED PATROL				
250082	1 -2586	A T & T MOBILITY	FY 25-26 PD/ANIMAL CONTRO	8/2025	287343065373 AUG25	1,542.45
					DEPARTMENT TOTAL:	1,542.45
DEPARTMENT: 521		STREET MAINTENANCE				
250690	1 -1082	PUBLIC SERVICE COMPANY OF	AUG 25 ELECTRIC SERVICE	8/2025	95013387303 AUG 25	9,573.82
					DEPARTMENT TOTAL:	9,573.82
DEPARTMENT: 561		PARKS & GROUNDS				
250690	1 -1082	PUBLIC SERVICE COMPANY OF	AUG 25 ELECTRIC SERVICE	8/2025	95116418005 AUG 25	606.86
					DEPARTMENT TOTAL:	606.86
DEPARTMENT: 562		ANIMAL CONTROL				
250082	1 -2586	A T & T MOBILITY	FY 25-26 PD/ANIMAL CONTRO	8/2025	287343065373 AUG25	80.08
					DEPARTMENT TOTAL:	80.08
					FUND TOTAL:	11,803.21
					GRAND TOTAL:	11,803.21

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G / L R E C A P

PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
8/2025	10	5-311-5258	COMMUNICATIONS	1,542.45	
8/2025	10	5-521-5260	UTILITIES	9,573.82	
8/2025	10	5-561-5260	UTILITIES	606.86	
8/2025	10	5-562-5258	COMMUNICATIONS	80.08	11,803.21
GRAND TOTAL ESTIMATE:					0.00
GRAND TOTAL ACTUAL:					11,803.21
REPORT TOTAL:					11,803.21

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 245		COMMUNITY DEVELOPMENT				
250018	1 -2101	AMERICAN WASTE CONTROL INC 25-26 TRASH SERVICE		8/2025	0007495384 08-01	322.70
DEPARTMENT TOTAL:						322.70
DEPARTMENT: 411		FIRE SUPPRESSION				
250018	1 -2101	AMERICAN WASTE CONTROL INC 25-26 TRASH SERVICE		8/2025	0007505090 08-01	257.95
DEPARTMENT TOTAL:						257.95
FUND TOTAL:						580.65

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 411		FIRE SUPPRESSION				
250692	1 -1685	BANK OF OKLAHOMA	08-25 JENKSPWAPROMNT24	8/2025	08-25 JENKSPWAPROM	22,916.67
DEPARTMENT TOTAL:						22,916.67
FUND TOTAL:						22,916.67

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 321		CENTRAL DISPATCH				
250028	1 -1039	INCOG	E-911 ADMINSTRATIVE SERV	8/2025	E-002380 08-01	5,920.74
					DEPARTMENT TOTAL:	5,920.74
					FUND TOTAL:	5,920.74
					GRAND TOTAL:	29,418.06

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G / L R E C A P

PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
8/2025	10	5-245-5250	CONTRACTUAL SERVICES	322.70	
8/2025	10	5-411-5250	CONTRACTUAL SERVICES	257.95	580.65
8/2025	14	5-411-5392	BUILDING AND IMPROVEMENTS	22,916.67	22,916.67
8/2025	16	5-321-5254	SUBSCRIPTIONS	5,920.74	5,920.74
GRAND TOTAL ESTIMATE:					0.00
GRAND TOTAL ACTUAL:					29,418.06
REPORT TOTAL:					29,418.06

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 245						
243893	1 -3234	ROBIN WINTER	MOWING / WEEDEATING SRVC	8/2025	07042025	720.00
DEPARTMENT TOTAL:						720.00
DEPARTMENT: 561						
240234	1 -3234	ROBIN WINTER	MOW/WEED JUL-OCT 31,2024	8/2025	07042025-02	490.00
243892	1 -3234	ROBIN WINTER	MOWING / WEEDEATING SRVC	8/2025	07042025-01A	3,780.00
243891	1 -3346	RANDY HAZELWOOD	MOWING / WEEDEATING SRVC	8/2025	225 06-30	1,860.00
DEPARTMENT TOTAL:						6,130.00
FUND TOTAL:						6,850.00
GRAND TOTAL:						6,850.00

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PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
8/2025	10	5-245-5248	REPAIR & MAINTENANCE	720.00	
8/2025	10	5-561-5250	CONTRACTUAL SERVICES	6,130.00	6,850.00
GRAND TOTAL ESTIMATE:					0.00
GRAND TOTAL ACTUAL:					6,850.00
REPORT TOTAL:					6,850.00

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 221						
250052	1 -1033	MUNICIPAL COURT PHIL FRAZIER	MUNICIPAL JUDGE SALARY	8/2025	MUNCPL JUDGE 08-25	2,097.39
DEPARTMENT TOTAL:						2,097.39
DEPARTMENT: 231						
250613	1 -4259	GENERAL GOVERNMENT TOWNHALL PR LLC	TOWNHALL PR CONTRACT	8/2025	3783A 07-29	4,000.00
250765	1 -4259	TOWNHALL PR LLC	TOWNHALL PR CONTRACT	8/2025	3795 08-08	6,000.00
DEPARTMENT TOTAL:						10,000.00
FUND TOTAL:						12,097.39
GRAND TOTAL:						12,097.39

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G / L R E C A P

PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
8/2025	10	5-221-5252	PROFESSIONAL SERVICES	2,097.39	
8/2025	10	5-231-5250	CONTRACTUAL SERVICES	10,000.00	12,097.39
GRAND TOTAL ESTIMATE:					0.00
GRAND TOTAL ACTUAL:					12,097.39
REPORT TOTAL:					12,097.39

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 411 FIRE SUPPRESSION						
250651	1 -0022	MICHAEL P O'BRIEN	PER DIEM	8/2025	08-19-25 CONF	243.00
250652	1 -1101	BROOKSHIRE GROCERY COMPANY	STATION HYDRATION	8/2025	2292 07-27	246.21
250669	1 -1101	BROOKSHIRE GROCERY COMPANY	HYDRATION ITEMS	8/2025	4137 07-22	35.66
250048	1 -1726	OTA PIKEPASS CUSTOMER SVC	FY 25-26 PIKEPASS SERVICE	8/2025	20250796303 08-01	32.82
250645	1 -2876	SUNDANCE OFFICE SUPPLY INC	COPY PAPER FOR FS 2	8/2025	584150 07-15	49.49
250642	1 -4119	WESTLAKE HARDWARE, INC	TOOSL FOR RESCUE 2	8/2025	18100794 07-08	120.99
250643	1 -4119	WESTLAKE HARDWARE, INC	AIR FILTERS FOR FS 2	8/2025	18100790 07-04	178.48
250710	1 -4119	WESTLAKE HARDWARE, INC	HELMET REPAIR HARDWARE	8/2025	18100818 08-01	18.14
DEPARTMENT TOTAL:						924.79
DEPARTMENT: 512 PROTECTIVE INSPECTIONS						
250048	1 -1726	OTA PIKEPASS CUSTOMER SVC	FY 25-26 PIKEPASS SERVICE	8/2025	20250796303 08-01	0.41
DEPARTMENT TOTAL:						0.41
DEPARTMENT: 521 STREET MAINTENANCE						
250649	1 -1457	O'REILLY AUTO PARTS	FLEET MAINT SUPPLIES	8/2025	2075-437437 07-09	35.49
250650	1 -1457	O'REILLY AUTO PARTS	FLEET MAINT SUPPLIES	8/2025	2075-437322 07-08	18.03
250048	1 -1726	OTA PIKEPASS CUSTOMER SVC	FY 25-26 PIKEPASS SERVICE	8/2025	20250796303 08-01	2.61
250678	1 -2527	HOME DEPOT U.S.A., INC.	STREET MAINT SUPPLIES	8/2025	9082181 07-21	62.66
250680	1 -3186	JEFFERY SCOTT HEAD	ELECTRICAL WORK	8/2025	2202 07-18	560.00
250703	1 -3186	JEFFERY SCOTT HEAD	ELECTRICAL WORK	8/2025	2198 07-03	1,360.00
250682	1 -4119	WESTLAKE HARDWARE, INC	SHOP SUPPLIES	8/2025	18100805 07-18	173.13
DEPARTMENT TOTAL:						2,211.92
DEPARTMENT: 561 PARKS & GROUNDS						
250700	1 -1457	O'REILLY AUTO PARTS	SERVICE PARTS	8/2025	2075-437534 07-10	9.24
250048	1 -1726	OTA PIKEPASS CUSTOMER SVC	FY 25-26 PIKEPASS SERVICE	8/2025	20250796303 08-01	1.74
250712	1 -2527	HOME DEPOT U.S.A., INC.	PARKS EQUIPMENT SUPPLIES	8/2025	6074298 07-24	52.90
250679	1 -4119	WESTLAKE HARDWARE, INC	PARKS MAINT SUPPLIES	8/2025	18100802 07-17	176.00
250681	1 -4119	WESTLAKE HARDWARE, INC	PARKS MAINT SUPPLIES	8/2025	18100799 07-11	45.97
DEPARTMENT TOTAL:						285.85

PAID UNAPPROVED

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 562		ANIMAL CONTROL				
250660	1 -4119	WESTLAKE HARDWARE, INC	WASP SPRAY / WEEK KILLER	8/2025	18100795 07-08	69.57
DEPARTMENT TOTAL:						69.57
FUND TOTAL:						3,492.54
GRAND TOTAL:						3,492.54

PAID UNAPPROVED

G / L R E C A P

PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
8/2025	10	5-411-5125	TRAINING & SCHOOLS	243.00	
8/2025	10	5-411-5242	MATERIALS AND SUPPLIES	648.97	
8/2025	10	5-411-5250	CONTRACTUAL SERVICES	32.82	
8/2025	10	5-512-5234	TRAVEL	0.41	
8/2025	10	5-521-5234	TRAVEL	2.61	
8/2025	10	5-521-5240	VEHICLE PARTS/REPAIRS	53.52	
8/2025	10	5-521-5242	MATERIALS AND SUPPLIES	235.79	
8/2025	10	5-521-5250	CONTRACTUAL SERVICES	1,920.00	
8/2025	10	5-561-5234	TRAVEL	1.74	
8/2025	10	5-561-5240	VEHICLE PARTS/REPAIRS	9.24	
8/2025	10	5-561-5242	MATERIALS AND SUPPLIES	274.87	
8/2025	10	5-562-5242	MATERIALS AND SUPPLIES	69.57	3,492.54
GRAND TOTAL ESTIMATE:				0.00	
GRAND TOTAL ACTUAL:				3,492.54	
REPORT TOTAL:				3,492.54	

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE
DEPARTMENT: 561 233806	1 -3924	PARKS & GROUNDS MOWTOWN OUTDOORS LLC	FLWR BEDS &LNDSCPNG SVS	8/2025	27028 08
					DEPARTMENT
					FUND TOTAL
					GRAND TOTAL

G / L R E C A P

PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
8/2025	10	5-561-5250	CONTRACTUAL SERVICES	1,556.00	1,556.00
GRAND TOTAL ESTIMATE:					0.00
GRAND TOTAL ACTUAL:					1,556.00
REPORT TOTAL:					1,556.00

GENERAL FUND ENCUMBRANCES AND EXPENDITURES

Payroll and Benefits for approval August 1, 2025 through August 15, 2025

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

EMPLOYEE PAID PAYROLL BENEFITS INCLUDED IN PAYROLL

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

ADDITIONAL EMPLOYER PAID PAYROLL BENEFITS

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

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

GENERAL FUND ENCUMBRANCES AND EXPENDITURES

Payroll and Benefits for approval August 16, 2025 through August 31, 2025

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

EMPLOYEE PAID PAYROLL BENEFITS INCLUDED IN PAYROLL

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

ADDITIONAL EMPLOYER PAID PAYROLL BENEFITS

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

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

City of Jenks
Fund 10
Financial Position
As of 07/31/2025

	Actual FY 25-26 Jul 1 - Jul 31	Budget Year 2 FY 25-26	Actual FY 24-25 Jul 1 - Jul 31
Gross Revenues:			
Sales Tax Collections	\$ 1,404,561.40	\$ 14,116,302.00	\$ 908,061.62
Use Tax Collections	280,410.95	3,606,572.00	253,041.33
Other Licenses & Permits	200.00	10,000.00	402.50
Electrical Licenses	2,250.00	10,500.00	3,075.00
Plumbing Licenses	1,825.00	10,850.00	5,000.00
Mechanical Licenses	2,750.00	10,250.00	4,450.00
Beverage Licenses	4,190.00	41,500.00	12,370.00
Solicitors Licenses	-	2,000.00	100.00
Sign Permits	100.00	2,000.00	2,262.50
Electrical Permits	1,823.66	26,500.00	2,775.00
Plumbing Permits	(667.24)	31,000.00	2,850.00
Mechanical Permits	1,973.66	27,500.00	3,675.00
Building Permits	4,593.61	200,000.00	11,355.62
Fire Permits	2,848.66	15,000.00	4,550.00
Solid Waste Revenue	5,162.49	58,000.00	4,783.78
Fireworks Permits	6,620.00	7,000.00	7,490.00
Inspection/Reinspection Fees	510.00	7,000.00	460.00
Engineering Fees	4,500.00	25,000.00	-
Building Permits Admin Fee	49.58	1,000.00	233.00
Zoning Applications	900.00	15,000.00	800.00
Alcoholic Beverage Tax	6,703.99	80,000.00	6,863.54
Franchise Fees	113,317.00	1,350,000.00	89,399.77
Rental Income	1,061.25	14,900.00	66.83
McDonald's Rental Income	4,461.51	53,000.00	8,880.00
Assessment Letter	50.00	1,000.00	50.00
Miscellaneous Revenue	75,225.14	110,000.00	74,454.38
Municipal Court Fine	21,327.39	165,000.00	14,693.71
Miscellaneous Zoning Fees	1,950.00	40,000.00	5,205.00
SAFER Grant	-	421,696.00	-
Gross Receipts	13,328.08	205,000.00	18,597.09
Community Room Rental	60.00	1,000.00	80.00
Auction Sales	-	10,000.00	-
Interest	4,697.52	45,000.00	5,140.50
Interest on Investment	2,806.08	25,000.00	1,224.27
Total Gross Revenues:	\$ 1,969,589.73	\$ 20,744,570.00	\$ 1,452,390.44

Expenditures:			
City Manager	\$ 20,028.18	\$ 332,450.00	\$ 22,745.18
City Clerk	25,191.78	342,000.00	11,508.47
City Treasurer	17,125.54	254,700.00	16,957.96
City Attorney	15,722.78	97,600.00	9,828.19
Personnel	20,785.90	246,900.00	13,691.45
Admin Support / Records	7,794.18	101,100.00	6,399.44
Municipal Court	32,670.12	125,200.00	33,782.26
General Government	131,695.45	244,000.00	112,957.51
City Planner	55.42	114,350.00	345.84
Community Development	48,195.17	135,500.00	58,767.83
Uniformed Patrol	456,159.21	3,938,090.00	436,861.31
Police Reserves	16,156.86	284,400.00	21,874.65
Central Dispatch	40,520.93	679,425.00	40,050.48
Code Enforcement	5,581.95	98,700.00	5,428.89
Fire Suppression	726,538.74	4,203,113.00	738,293.43
Fire Volunteers	4,418.00	77,500.00	4,097.70
Protective Inspections	26,171.44	333,800.00	24,731.81
Street Maintenance	85,678.49	674,273.00	151,526.64
General Maintenance	7,311.06	32,500.00	1,111.13
Parks & Grounds	101,900.67	1,001,400.00	267,399.31
Animal Control	20,764.30	205,740.00	14,234.20
Total Operating Expenditures:	\$ 1,810,466.17	\$ 13,522,741.00	\$ 1,992,593.68
Capital Expenditures:			
Fire Volunteers	\$ -	\$ 35,000.00	\$ -
Small Capital Projects	-	-	-
Total Capital Expenditures:	\$ -	\$ 35,000.00	\$ -
Excess (deficiency) of Revenues over Expenditures:	\$ 159,123.56	\$ 7,186,829.00	\$ (540,203.24)
Transfers (In/Out)			
Transfers In	949,280.19	\$ 10,725,067.00	\$ 654,142.50
Transfers Out	(1,684,972.35)	(18,878,774.00)	(1,161,102.95)
Total Transfers:	\$ (735,692.16)	\$ (8,153,707.00)	\$ (506,960.45)
Net Change in Fund Balance:	\$ (576,568.60)	\$ (966,878.00)	\$ (1,047,163.69)

Prepared by Matthew Johnson 08/13/2025

Special Event Committee Recommendation

Event title: 2025 Run for Hope

Proposed date(s): 9/6/25

Description: 5k race to bring awareness to drug and alcohol addiction

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

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

Comments:

Starts at the Riverwalk near Los Cabos, crosses over the pedestrian bridge and ends on Riverside in Tulsa.

 #5

Captain Nick Chandler, Special Event Committee Chair

8/4/25

Date

After reviewing the committee's recommendation:

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

Comments:

Chris Shrout, City Manager

Date

Online Form Submittal: Special Event Application

From noreply@civicplus.com <noreply@civicplus.com>

Date Sat 8/2/2025 7:18 AM

To Megan Taylor <mbloss@jenksok.org>; Nick Chandlee <nchandlee@jenksok.org>

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Special Event Application

Special Event Application Instructions

Capt. Nick Chandlee
PO Box 2007
211 N Elm St Jenks OK, 74037
918-299-6311
nchandlee@jenksok.org

Special Event Applications are submitted for review and approval for events conducted on a public property, public right of way or easement, and/or events that require the use of other public resources. This application is required on all such events within the City of Jenks and must be submitted **90 days before** the event (exceptions may be granted for special, unusual circumstances). There is no fee for a Non-Profit Special Event Application. **For profit Special Event applications will be required to pay a \$250 fee prior to approval.**

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

Once the completed application packet has been accepted it will be sent to the Special Event Committee. The Committee will send its recommendation regarding the event to City Council, who will vote to approve or deny the event. You may attend the City Council

meeting for your event's City Council review. Agendas are displayed at the City of Jenks City Hall at 211 N. Elm and online at www.jenks.com.

An application approval does not imply city sponsorship. The applicant will be responsible for any extra ordinary costs relating to the event; for example, required city personnel and services, approved barricades, directional signage, adequate cleanup, other permits, and damages occurring to city property and/or facilities. The applicant has the responsibility to be aware of and comply with city ordinances and regulations including, but not limited to, curfew ordinance, county/city public health regulations, police safety requirements, and insurance coverage requirements. **A Special Event Application does not negate the additional requirements of obtaining the proper zoning, health, alcohol and beer, tent, amusement or park permits.**

Application

Event and Event Organizer Information	
Event Title	Run for Hope
Event Description	5K Run and 1 Mile walk
Date of Event	9/6/2025
Event Location (Include Site & Street Maps)	Riverwalk
Total Anticipated Attendance (Participants, staff, vendors, crowd, etc.)	200
Diagram/Map	OK17026DG - Jenks Riverwlk 5K .pdf
Event Organizer	Hope Is Alive
Email Address	christie@hopeisalive.net
Primary Contact	Christie Tyler
Primary Phone	4057609639
Secondary Contact	Darcie Stephens
Secondary Phone	4055143843
Primary Mailing Address	14400 Bogert Parkway
City	OKC
State	OK
Zip Code	73134

Agency Status	Non-Profit
Fundraiser/What Cause (Please Specify)	Finding Hope are support groups that are under the umbrella of Hope is Alive. We are a ministry that helps addicts and alcoholics and those who love them have radical life change.

(Section Break)

TIMELINE OF EVENT

Street Closing (for setup)

Date 9/6/2025

Time 6:30 AM

Event Start

Date 9/6/2025

Time 8:00 AM

Event End

Date 9/6/2025

Time 12:00 PM

Street Opening

Date 9/6/2025

Time 1:00 PM

Street(s) requested to be closed Listed below on the map - this may not be the right map but we are running the same course as last year.

Street Closure Diagram [OK17026DG - Jenks RiverWlk 5K_1.pdf](#)

(Section Break)

Event Coordination & Consideration

Medical First Aid On-Site? No

If yes, please describe *Field not completed.*

Security On-Site? No

If yes, please describe *Field not completed.*

Volunteers for Traffic Control? No

If yes, please describe *Field not completed.*

Is Parking Available? Yes

If yes, please describe	Parking lot across from the event.
Is Disabled Parking Available?	Yes
If yes, please describe	Handicap parking is available in the parking lot
Will There Be Sound Amplification or Lights?	Yes
If yes, please describe	We will have a DJ
Restrooms On-Site?	Yes
If yes, please describe	The location has restrooms.within the Riverwalk area restuarat
Describe your plan for cleanup and removal of waste	We will have trash bags and trash cans for volunteers to clean-up after the event.
(Section Break)	
Additional Responsibilities	
Open Air Event	Yes
Private Property	No
Owner of Property/Contact	<i>Field not completed.</i>
Phone	<i>Field not completed.</i>
Non-City Public Property	No
Owner of Property/Contact	<i>Field not completed.</i>
Phone	<i>Field not completed.</i>
City of Jenks Property	Yes
Explain	Road closures.
Alcohol/Beer	No
Explain	<i>Field not completed.</i>
Food Sales	No
Number of Food Vendors	<i>Field not completed.</i>
Tents	Yes
Tent Sizes/Locations	10 x 10 canopies
Banners/Signs needed?	No

Explain	<i>Field not completed.</i>
Special Permits Needed	No
Explain	<i>Field not completed.</i>
Appropriate Zoning	No
Explain	<i>Field not completed.</i>
Venue Insurance	No
Agency Contact	<i>Field not completed.</i>
Phone	<i>Field not completed.</i>
EXTRAORDINARY USES	Animals, Road Closures, Tents/Temp Structures
Please specify if other chosen	<i>Field not completed.</i>

(Section Break)

Event Overview

1. Describe your organization and its purpose.	Radical change the lives of drug addicts and alcoholics and those that love them.
2. Describe your experience managing similar events and/or activities.	We have held this event for over 8 years and I have organized it the last 3 years.
3. What is the purpose of the event?	Raise awareness for our Support Groups for families that have loved ones in addiction or lost loved ones to addiction.
4. Summarize your event.	We will have a 5K race along with a 1 mile walk for around 200 people
5. Has an event like this been held before? By whom?	Yes, we have held it at this location numerous times.
6. How will you notify affected residents, businesses, churches or schools?	Email and texting systmes we have in place.
9. What is your advertising plan?	Social media and our newsletters through email.
10. How many people will be needed to staff the event?	20

11. List all the organizations that will provide staff for the event (include numbers).	We will have our Hope Is Alive Staff of 10 people and additional 10 people as volunteers
12. List any special equipment needed and the organization that will provide it.	Speakers for the DJ and canopy tent for the turnaround for the 5K

Affidavit of Application

Affidavit of Applicant

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

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

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

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

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

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

Electronic Signature Agreement	I agree.
--------------------------------	----------

Electronic Signature	Christie Tyler
----------------------	----------------

Print Name	Christie Tyler
------------	----------------

Date	8/1/2025
------	----------

Route To: Jenks Police Department, Attn: Captain Nick Chandlee, P. O. Box 2007, Jenks, OK 74037, email: nchandlee@jenksok.org

Hold Harmless Agreement

City of Jenks & Related Entities Hold Harmless Agreement

Name of Event Sponsor	Run For Hope
Address of Applicant	14400 Bogert Parkway
City	OKLAHOMA CITY
State	Oklahoma
Zip Code	73134-2659

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

Date	8/1/2025
Between the hours of	6:00 AM - 12:00 PM
Event described as	annual 5K and 1 mile walk/run

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

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

Date	8/1/2025
Name of Sponsoring Organization	Hope Is Alive
Electronic Signature Agreement	I agree.
Electronic Signature	Christie Tyler
Print Name	Christie Tyler
Phone Number	4057609639
Witness Signature	<i>Field not completed.</i>

Email not displaying correctly? [View it in your browser.](#)







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**
F. Robert Carr, Jr., P.E., Assistant City Manager

From: **Anthony Wilkins, P.E.**

Date: **August 19, 2025**

Re: **Final Acceptance – Revitalize Medical Spa**
123 Aquarium Dr, Jenks, OK 74037
Resolution #877

The installation of sanitary sewer public infrastructure has been satisfactorily completed in, and in association with, the **Revitalize Medical Spa** 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 **Revitalize Medical Spa**.

Attachments:

Inspection Memorandum
Location Map
Maintenance Bonds
Resolution #877



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: **Anthony Wilkins, P.E., City Engineer**

From: **Chad Cicero, Infrastructure Inspector**

Date: **Monday August 11, 2025**

Re: **Final Acceptance – Revitalize Medical Spa
123 Aquarium Dr, Jenks, OK 74037
Resolution No. 877**

Recently, a final inspection was done to verify that all items, constructed for the **Revitalize Medical Spa** development 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:

Sanitary Sewer

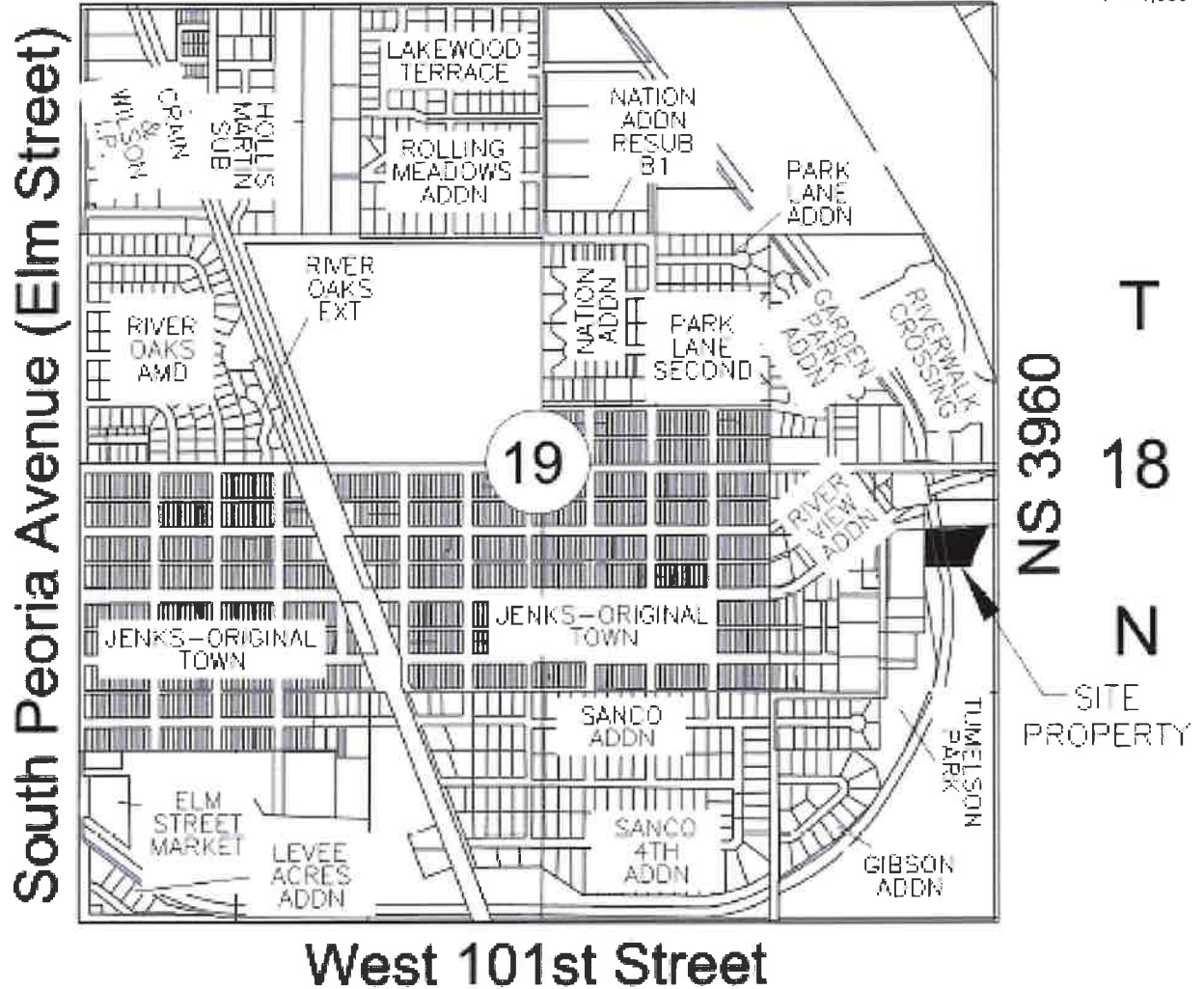
An acceptance letter containing the subdivision location and a copy of the maintenance bonds has been prepared for submission to Council for acceptance. It is therefore my recommendation that we move forward to present the **Revitalize Medical Spa** development to the City Council for final acceptance.

LOCATION MAP

REVITALIZE MEDICAL SPA

R 13 E

West 91st Street (West K Place)



MAINTENANCE BOND

WHEREAS, the undersigned, AMIAN HOMES LLC has executed Contract dated the 19TH day of SEPTEMBER, 2024, designated for SANITARY SEWER TO SERVE REVITALIZED MEDICAL SPA 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 AMIAN HOMES LLC of 124 N 6TH ST, JENKS, OK 74037 as Principal, and LEXINGTON NATIONAL INSURANCE CORPORATION of PO BOX 6098, LUTHERVILLE, MD 21094 as Surety, are jointly and severally, firmly held and bound unto the OWNER in the sum of SEE * BELOW dollars (\$43,769.00) 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

*FORTY-THREE THOUSAND, SEVEN HUNDRED SIXTY-NINE AND 00/100

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 124 N 6TH ST, JENKS, OK 74037 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 30TH day of JULY, 2025

CONTRACTOR (Principal)

ATTEST:

Betty Flores

Title

(SEAL)

LEXINGTON NATIONAL INSURANCE CORPORATION

Surety

(SEAL)

Henry J. Prosser owner

Title

AMIAN HOMES LLC

(SEAL)

David Faust

Attorney In Fact, DAVID FAUST



(Accompany the bond with a Power of Attorney)

L271825-2189

IMPORTANT NOTICE – THIS POWER OF ATTORNEY IS VOID IF “LNIC Original” WATERMARK IS NOT PRESENT

POWER OF ATTORNEY

Lexington National Insurance Corporation

Lexington National Insurance Corporation, a corporation duly organized under the laws of the State of Florida and having its principal administrative office in Baltimore County, Maryland, does hereby make, constitute and appoint

David E. Faust

as its true and lawful attorney-in-fact, each in their separate capacity, with full power and authority to execute, acknowledge, seal and deliver on its behalf as surety any bond or undertaking of \$6,000,000 or less. This Power of Attorney is void if used for any bond over that amount.

This Power of Attorney is granted under and by authority of the following resolutions adopted by the Board of Directors of the Company on June 5, 2025.

Be it Resolved, that the Chief Executive Officer, President or any Vice-President shall be and is hereby vested with full power and authority to appoint suitable persons as Attorney-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on the behalf of the Company, to execute, acknowledge and deliver any and all bonds, policies, contracts, Consents of Surety, undertakings, indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any all notices and documents cancelling or terminating the Company's liability thereunder and also such instruments and documents which the business of the Company may require, and such instruments and documents so executed by such Attorney-in-Fact shall be binding upon the Company as if signed by the Chief Executive Officer and sealed by the Corporate Secretary.

RESOLVED further, that the signature and attestations of the Chief Executive Officer, President or any Vice-President of the Company may be affixed to any such Power of Attorney or to any certificate relating to the Power of Attorney by electronic means or by facsimile, and the seal of the Company may be embossed, stamped, affixed electronically or by facsimile to any such Power of Attorney. Any such power so executed and sealed shall be valid and binding on the Company.

IN WITNESS WHEREOF, the Company have caused this instrument to be signed and their corporate seal to be hereto affixed.



Ronald A. Frank, Chief Executive Officer



State of Maryland
County of Harford County, SS

Before me, a notary public, personally appeared, Ronald A. Frank, Chief Executive Officer of Lexington National Insurance Corporation, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under the PENALTY of PERJURY under the laws of the State of Maryland that the foregoing paragraph is true and correct.

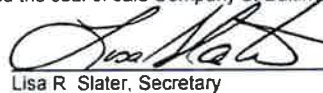
WITNESS my hand and official seal.

Commission Expires 01/8/28


Notary

I, Lisa R. Slater, Secretary of Lexington National Insurance Corporation, do hereby certify that the above and foregoing is true and correct copy of a Power of Attorney, executed by said company, which is still in full force and effect, furthermore the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seal of said Company at Baltimore, Maryland this 5th day of June, 2025.


Lisa R. Slater, Secretary

Attached to bond signed this 30th day of July, 2025

F:\Inc\Power of Attorney form CS 2021 with Watermark Seal

RESOLUTION NO. 877

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JENKS, OKLAHOMA ACCEPTING AS DEDICATED PUBLIC IMPROVEMENTS FOR THE REVITALIZE MEDICAL SPA DEVELOPMENT, OWNED BY REVITALIZE MEDICAL SPA. LOCATED WITHIN SECTION 19, TOWNSHIP 18N, 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 Revitalize Medical Spa development within the City of Jenks, Oklahoma; and

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

Sanitary Sewer: 362 LF – 8” SDR 35, 3 Ea. – 4’ Manhole, & 1 Ea. – 4’ Drop Manhole.

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 Revitalize Medical Spa 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 _____, 2025.

CITY OF JENKS, OKLAHOMA

MAYOR

Attest:

CITY CLERK

Approved as to form:

CITY ATTORNEY



CITY OF JENKS

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

**To: Christopher Shrout, City Manager
F. Robert Carr, Assistant City Manager**

From: Barry Parsons, Public Works Director

Date: July 1, 2025

**Subject: Mowing, Weedeating, and Flower Bed Maintenance Contract Award
July 1, 2025, to October 31, 2025**

Since the second half of FY16-17, mowing contract services have been provided to supplement city personnel and equipment. These services have been able to be performed at regular prescribed intervals and on a consistent basis, especially when city personnel had to be assigned to other unscheduled priority maintenance needs. These services have been provided in some parks, on city rights-of-way, detention ponds/drainage ditches, and have recently included flower beds.

The contract for mowing services for calendar year 2025 was rebid in March of 2025 since the two-year extension expired in October of 2024. The current contract has three contractors which include Abundant Life Lawn Services, Mow-Town Outdoors, and Hazelwoods. A "Recommended Award Tabulation" has been prepared for the FY 2025 Fall mowing period from July 1, 2025, to October 31, 2025, as attached. The resulting total amount of recommended contract mowing, weedeating and flower bed maintenance for this period is \$236,534.00.

Costs have gone up slightly from the last mowing season due to inflation.

Staff recommends award of mowing, weedeating and flower bed maintenance services for the period of July 1, 2025, to October 31, 2025, to:

- Abundant Life Lawn Services in an amount of \$44,580 (Account No. 50-522- 5250), and \$19,100 (Account No. 50-523-5250, and \$12,240 (Account No. 90-919-5250), and \$45,500 (Account No. 10-561-5250), and \$12,240 (Account No 10-245-5248).
- Mow-Town Outdoors in an amount of \$34,875 (Account No. 50-522-5250), \$17,935 (Account No. 50-523-5250), and \$29,303 (Account No. 10-561-5250).
- Hazelwood's Lawn Service in the amount of \$9,895 (Account No. 50-522-5250) and \$8,010 (Account 10-561-5250), and \$675 (Account No. 50-523-5250) and \$2,856 (Account No. 90-919-5250)

Attachments:

Recommended Award Tabulation

Recommended Award Tabulation - City of Jenks
July 1, 2025 to October 31, 2025
Mowing/Trimming/Flower Bed Maintenance Service Contract

Map #	Location	Abundant Life		Mowtown		Hazelwood		# of Mowing's	Category Total
		Price Per Mowing	Total	Price Per Mowing	Total	Price Per Mowing	Total		
	Mowing/Weedeating - General Maintenance (50-522-5250)								
1	Fire Station 1, City Hall, and PD	240.00	4,080.00		0.00		0.00	17	
2	ROW 131st & Elm	80.00	1,360.00		0.00		0.00	17	
3	"B" St Parking Lot		0.00		0.00	40.00	680.00	17	
4.1,2	Elm Street - "K" Pl to "C" Street	100.00	1,700.00		0.00		0.00	17	
5	Entry Tower		0.00		0.00	35.00	595.00	17	
6	Pedestrian Bridge (9th & "B" Street)	240.00	4,080.00		0.00		0.00	17	
8	Behind Aquarium to bridge	360.00	6,120.00		0.00		0.00	17	
9	Elm Street ROW - 101st St South to 111th St (includes medians)		0.00	230.00	3,910.00		0.00	17	
10	ROW 111th From Elm to Douglas #1 & 2		0.00	275.00	4,675.00		0.00	17	
11.1,2	Elm Street ROW - 121st to 131st		0.00	160.00	2,720.00		0.00	17	
12	Outlet Drive - Elm Street to Roundabout - Fenceline	120.00	2,040.00		0.00		0.00	17	
13.1,2	Aquarium Drive/Trail - South of Pedestrian Bridge to Elm St.	1,000.00	17,000.00		0.00		0.00	17	
14	ROW - Date & Main Streets		0.00		0.00	75.00	1,275.00	17	
15	ROW - 1st St and Aquarium Place		0.00		0.00	40.00	680.00	17	
16	ROW - Beaver St. west of Elm		0.00		0.00	65.00	1,105.00	17	
17	ROW - Elm St. (CVS and Levee)		0.00		0.00	25.00	425.00	17	
18	ROW - Birch St and "K" Place/Birch St. and "J" St.		0.00	30.00	510.00		0.00	17	
19	ROW - 5th & "K" Pl		0.00	90.00	1,530.00		0.00	17	
21	111th Street - US Hwy 75 to S. Douglas Avenue area		0.00	280.00	2,520.00		0.00	9	
22	121st Street (Elm to Elwood)		0.00	270.00	2,430.00		0.00	9	
23	Union Ave - 91st Street to 96th (Main) Street		0.00		0.00	240.00	2,160.00	9	
24	Union Ave - 111th to 121st Street		0.00	250.00	2,250.00		0.00	9	
25.1,2,3,4	Floreene / 126th / Harvard to 141st		0.00	475.00	4,275.00		0.00	9	
26.1,2	131st Street - Lewis to East end of cul-de-sac		0.00	225.00	2,025.00		0.00	9	
27	Kimberly Clark Place - 131st St. to N. Side of Bridge	320.00	2,880.00		0.00		0.00	9	
28.1,2	Elwood Ave. - 96th Street to 111th St		0.00	560.00	5,040.00		0.00	9	
29	West Main St. - Elwood to Koa (includes medians)		0.00	200.00	1,800.00		0.00	9	
30	West Main St. - Franklin to Elwood	280.00	2,520.00		0.00		0.00	9	
32	Property - Aquarium Place between Birch St. & Railroad	0.00	0.00		0.00	100.00	1,700.00	17	
69.1,2	121st Street- East of Elm to PSO Substation	160.00	1,440.00		0.00		0.00	9	
73	QT to Polecat Bridge - West Side	80.00	1,360.00		0.00		0.00	17	
76	City Properties - Date Street - Between "A" & "B" Streets	0.00	0.00		0.00	75.00	1,275.00	17	
78	"A" Street Parking Lot		0.00	40.00	680.00		0.00	17	
79	Hive & Alley		0.00	30.00	510.00		0.00	17	
	<i>Recommended Subtotals</i>	2,980.00	44,580.00	3,115.00	34,875.00	695.00	9,895.00		\$89,350
	Mowing/Weedeating - Drainage Maintenance (50-523-5250)								
35	South Creek Park and Detention Area		0.00	170.00	2,890.00		0.00	17	
36	Sunnybrook Park/Detention Area/Channels		0.00	230.00	3,910.00		0.00	17	
37	Summit View Detention Pond (113th Ct. and S. Ash St)		0.00	70.00	1,190.00		0.00	17	
38	Wilmott Creek		0.00	360.00	3,240.00		0.00	9	
39	ROW - Outlet Mall, Includes Lfit Station & Wilmott Creek	700.00	11,900.00		0.00		0.00	17	
40.1,2	"H" St. Holding Pond 1 & 2		0.00	120.00	1,080.00		0.00	9	
41	Frog Pond - Cedar & "D" St		0.00	90.00	810.00		0.00	9	
42	Churchill Park - Detention Ponds 1 and 2	260.00	2,340.00		0.00		0.00	9	
43	Churchill Park Detention Area	300.00	2,700.00		0.00		0.00	9	
44	Waste Water Treatment Plant (Drainage Creek)	120.00	1,080.00		0.00		0.00	9	
46	Holley Street Detention Area		0.00			75.00	675.00	9	
47	US 75 and 111th St. Cell Tower & Detention Pond	0.00	0.00	140.00	1,260.00		0.00	9	
48	Glenwood South Detention Pond		0.00	90.00	810.00		0.00	9	
49	Reasors Detention Pond		0.00	120.00	1,080.00		0.00	9	
50	Victoria Pond Park and Detention Pond	0.00	0.00	185.00	1,665.00		0.00	9	
51	"C" Street Drainage - "B" St. to "C" St. and East to 8th St	120.00	1,080.00		0.00		0.00	9	
	<i>Recommended Subtotals</i>	1,500.00	19,100.00	1,575.00	17,935.00	75.00	675.00		\$37,035
	Mowing/Weedeating - Aquarium (90-919-5250)								
7	Aquarium	720.00	12,240.00					17	
	<i>Recommended Subtotals</i>	720.00	12,240.00						\$12,240

	Mowing/Weedeating - Parks & Grounds (10-561-5250)								
20	Fire Station 2		0.00	130.00	2,210.00		0.00	17	
33	Property - S. side of Main St W of Railroad	120.00	2,040.00		0.00		0.00	17	
34	Property - S. 30th Pl (north 131st Street)	250.00	4,250.00		0.00		0.00	17	
52	Park West Koa from Main to Parking Lot		0.00		0.00	30.00	510.00	17	
53	Bark West (at Park West)		0.00	140.00	2,380.00		0.00	17	
54	Park West - Football Parking Lot		0.00	90.00	1,530.00		0.00	17	
55.1,2	Central Park and "C" St Park	220.00	3,740.00		0.00		0.00	17	
56	Lion's Club Park and Alley		0.00		0.00	55.00	935.00	17	
57	Veterans Park	720.00	12,240.00		0.00		0.00	17	
58	Downtown Commons		0.00	60.00	1,020.00		0.00	17	
59	South Ridge Park		0.00		0.00	70.00	1,190.00	17	
60	Oakwood 2 Park		0.00		0.00	50.00	850.00	17	
61	ROW From 91st Street to Main Street	120.00	2,040.00		0.00		0.00	17	
62	ROW 2900 (West Main St)		0.00		0.00	150.00	1,350.00	9	
63	Copperfield Estates Park	90.00	1,530.00		0.00		0.00	17	
64	ROW On Elgin		0.00		0.00	55.00	935.00	17	
65	Satellite Facility (950 W 101st St.)		0.00	140.00	2,380.00		0.00	17	
66	Churchill Park Trail	1,000.00	9,000.00		0.00		0.00	9	
67	Red Earp Trail	160.00	1,440.00		0.00		0.00	9	
68	Training Levee - Creek Turnpike Apartments		0.00	150.00	1,350.00		0.00	9	
70	West 116th St South - From Elm to 5th Street		0.00	180.00	1,620.00		0.00	9	
71	South Elwood Perryman Ranch	80.00	720.00		0.00		0.00	9	
72	131st & Elm - From Elm On South Side of 131st 200 Feet East of 131st		0.00		0.00	60.00	540.00	9	
74	Outlet Drive - Elm Street to Roundabout	500.00	8,500.00		0.00		0.00	17	
77	Gregory Circle Park & 101st Street East to Elwood				0.00		0.00	17	
80	Country Meadows Park					50.00	850.00	17	
81	Juniper Ridge		0.00			50.00	850.00	17	
	<i>Recommended Subtotals</i>	3,260.00	45,500.00	890.00	12,490.00	570.00	8,010.00		\$66,000
	Mowing/Weedeating - Community Development (10-245-5248)								
75	The Ranch On Elm	720.00	12,240.00					17	
	<i>Recommended Subtotals</i>	720.00	12,240.00						\$12,240
	Mowing/Weedeating Recommended Award Sub-total								\$0
Map #	Location		P					# of Services	Category Total
	Flower Bed Maintenance - Parks & Grounds (10-561-5250)								
2	Veterans Monument - Veterans Park			42.00	714.00			17	
3	Median - Main Street at Cedar			42.00	714.00			17	
4	Flower Beds - City Hall (Elm Street at "B" Street)			42.00	714.00			17	
5	Flower Beds - Main Street at 1st Street and 1st Street at the Hive			42.00	714.00			17	
6	Flower Beds - 2nd Street south of Main			42.00	714.00			17	
7	Flower Beds - Commons Park			42.00	714.00			17	
8	Flower Beds - Entry Tower ("A" Street at 9th Street)			42.00	714.00			17	
9	Flower Bed - West Entry Feature (east of US 75/Main St interchange)			42.00	714.00			17	
10	Flower Beds - Fire Station 2 (121st St. between Elm & Elwood)			42.00	714.00			17	
11	Raised Planters - Main St. (3rd to 5th)			42.00	714.00			17	
12	Raised Planters - Aquarium Dr east of Elm St.			42.00	714.00			17	
13	Police Station			42.00	714.00			17	
14	Lions Park			42.00	714.00			17	
15	Elm Medians (4,000 sf)			168.00	2,856.00			17	
16 A&B	Main St. Medians & Main St. Medians (750 sf)			126.00	2,142.00			17	
17	Veterans Park Bathrooms Flower Bed			42.00	714.00			17	
18	Purple Heart Monument @ Veterans Park			42.00	714.00			17	
19	Main St. Medians Flower Bed West Of RR Crossing (New)			65.00	1,105.00			17	
	<i>Flower Bed (561) Recommended Subtotals</i>			989.00	16,813.00				
	Flower Bed Maintenance - Aquarium (90-919-5250)								
1	Flower Bed - Aquarium			168.00	2,856.00			17	
	<i>Recommended Subtotals</i>			168.00	2,856.00				\$2,856
	Total Flower Bed, Mowing/Weedeating (561 & 919) Recommended Subtotals			1,157.00	19,669.00				\$19,669
	FY 2025-2026 Recommended Award Total								\$236,534

Jenks | City Council Staff Report



To	Mayor Cory Box and City Council City Manager, Christopher Shrout
Hearing Date	August 19, 2025
Case Number	JZ 25-PUD 154
Request	<i>Rezoning from (AG) Agriculture to (RS2) Single-family Residential with a Planned Unit Development (PUD) Overlay</i>
Location	½ mile south of 131 st and ½ mile west of Harvard

Staff Report

Preparer | Marcaé Hilton

Attachments

- ☐ Legal Notice
- ☐ Zoning Exhibit

Preparer

INCOG
Tanner Consulting

Background Information

PC SUMMARY | Approved 7-1-1 (Gina Wilson was absent) Staff heard from several HOA's and individuals prior to the hearing regarding concerns about the development. The Jenks Planning Commission voted to recommend conditional approval on August 07, 2025, at the regularly scheduled PC hearing. Mr. Erik Enyart, consultant for the applicant, addressed the Commission before and after public comment to address concerns and answer more questions. Rick Dodson, developer, also made comments and answered questions. Planning Commissioner Amy Bors, made a motion to approve Item 3 under the following conditions:

- 8000 sqft minimum lots;
- walking trail,
- pool,
- playground to be added,
- using a minimum of three lots;
- no shared agreement with a neighboring subdivision.

Rob Sellers seconded the motion. A roll call vote of members was taken as follows:

Yes: Amy Bors, Craig Bowman, Ray Stephens, Rob Sellers, Scott West , No: Greg Nixon, Motion Carried.

This project request is for an infill subdivision in south Jenks a few miles west of the Arkansas river. The project is less dense than the allowed density as prescribed by the Comprehensive Plan. See the PUD for additional details.

REQUESTS

Uses	Single-family Residential
Zoning Request	Rezone with a PUD Overlay [PUD 154 and (RS2) Single-family Residential]
Current Zoning	(AG) Agriculture
Comprehensive Plan	Medium Intensity Single-family (Horizon Jenks New Comp Plan)
General Location	½ mile south of 131st and ½ mile west of Harvard
Public Comment	Letters are included in the background information. Letter from Pecan Creek HOA Lot size, minimum square footage, quality of builder, appearance and property values, water flow, flooding, traffic, fence line trees. Mr. Ed Phillips has provided some comments. <i>Recently, I briefly mentioned the following possible alternative was discussed with developer to resolve the lack of substantial amenities within ROW 40 boundaries. As you know, lack of substantial amenities is a major issue with Providence Hills and Torrey Lakes subdivisions.</i> ROW 40 Jenks document page 7, last large paragraph excerpt. <i>"The required \$2,251.00 to be spent per acre on private parkland improvements may be in the form of a fee-in-lieu as provided in UDO section 16-8-11(D), and which may be satisfied in whole or in part by donation to fund improvements of an adjoining neighborhood recreational amenity or amenities which agrees to join in and share maintenance responsibilities with the homeowners association to be formed with this development"</i>

Current Parcel Data

Plat	Unplatted
Acres	38.88
STR	Section Township and Range 08-T17N-R13E
Account #	97308730848010
Owner	ROW, HAROLD LEON FAMILY TRUST
School District	JK-4A

ZONING INFORMATION

Table 16-3-1(A): Residential District Bulk and Dimensional Standards		
Standard	PUD 154	RS2
Lot Standards (Minimum)		
Lot Area (sqft)	7,100 (PC required 8,000-developer agreed)	8,000
Lot Area/DU (sqft)	7,100-Max Dwellings: 209(UDO)/132 Drawn) Lot number has not been updated.	8,000
Lot Width (ft)	60	60
Yard Setbacks (Minimum)		
Front (ft)	20	20 (3)
Exterior Side (ft) (131 st)	35	15 (3)
Interior Side (ft)	5/5 (15)	5
Rear (ft)	20	20
Building Standards (Maximum)		
Height (ft)	35*	35
Impervious Surface Coverage	69%	45%

Notes	
(1) The cumulative interior side yard setback shall be 15 feet. No interior side yard setback shall be less than 5 feet.	
(2) If a parti-wall exists, the interior side yard setback shall be 0 feet.	
(3) Garages shall be setback a minimum of 25 feet from the front property line.	
* See PUD for Height exceptions	
UDO Highlights	
Amenities	None specifically listed
Zoning	RS2 (Residential Single-family) PUD 154 Overlay
Land Area / Dwelling Unit	38.538 Acres 3.4 DU/Acre Max No. of Lots=132
Building Materials	100% Masonry on first floor
Signage	Asking for exception.
Links and Nodes	1.1
Sidewalks	Asking for exception.
Parkland Provision	PC made a different condition from what was asked for by the developer/Providence Hills HOA. Explain direction of developer.
Street Length	800 UDO 1200 minimum PUD TRAFFIC CALMING REQUIRED
Parkland/Amenities	Private Parkland Provision. (1) Five and one-half acres of parkland shall be provided per every 1,000 persons projected to occupy the fully developed subdivision. To determine the number of persons projected to occupy the fully developed subdivision the subdivider shall submit a projected persons study based on occupancy data of similar housing types in subdivisions in communities approved by the City Planner. (2) Parkland shall be located outside of special flood hazard areas, wetlands, and areas of steep slope, and shall not be used for on site stormwater management or other utility functions. Parkland may be located within reserve areas as approved by the City Planner and City Engineer. (3) All areas to be reserved for private parkland shall be indicated on the preliminary plat in order that it may be determined that the requirements of this Subsection have been met.

Zoning

North | RS2 (Providence Hills) | PUD 49

East | RS1 (Torey Lakes) | PUD 119

South & West | RS1 (South/Snow Tree) (West/Pecan Creek)

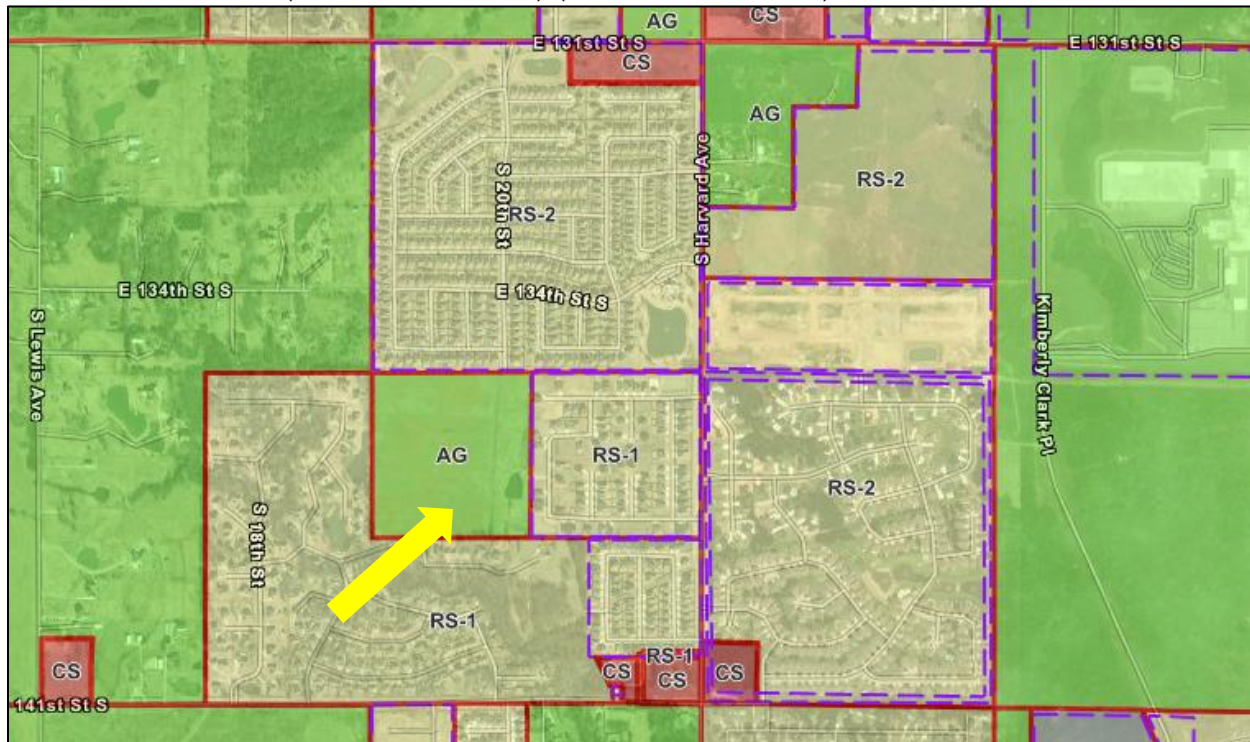


Figure 1: Zoning Map | INCOG

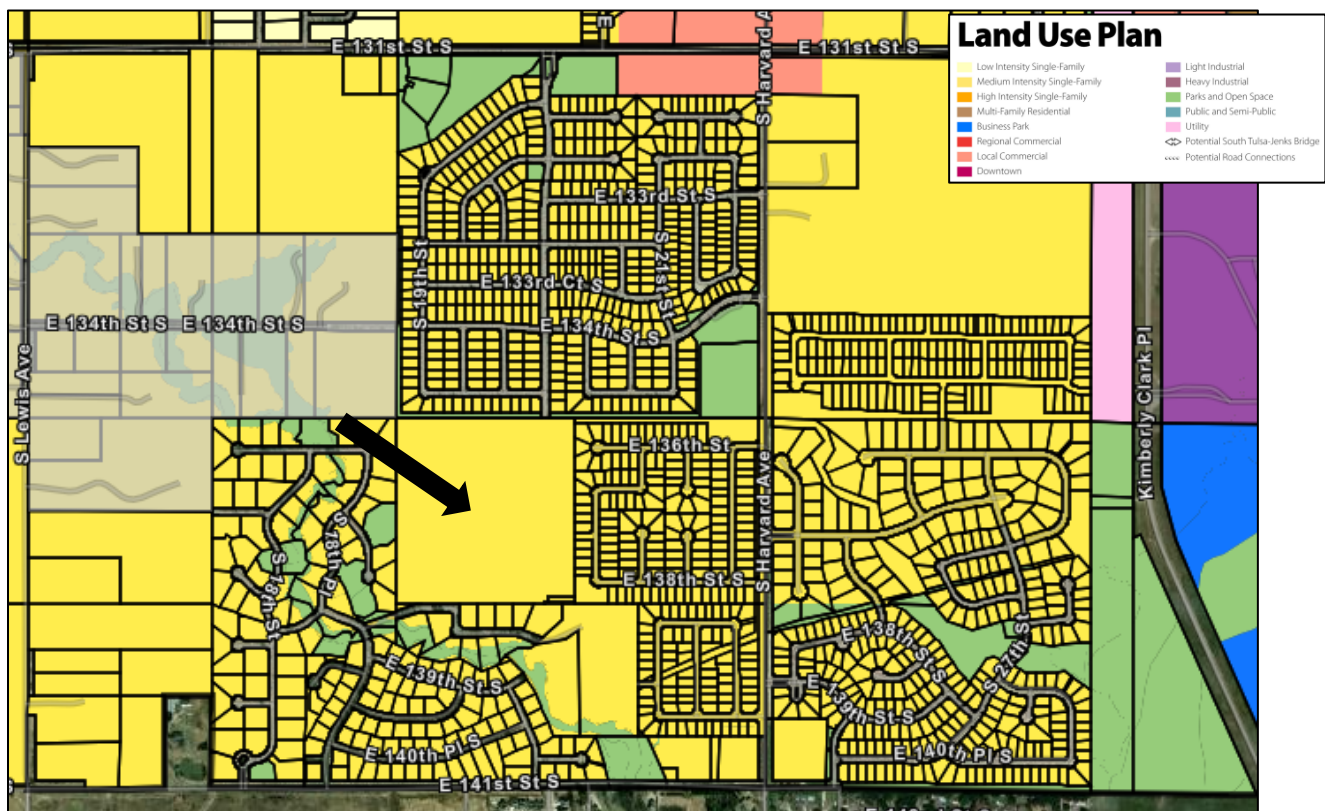


Figure 2: Horizon Jenks Comp Plan

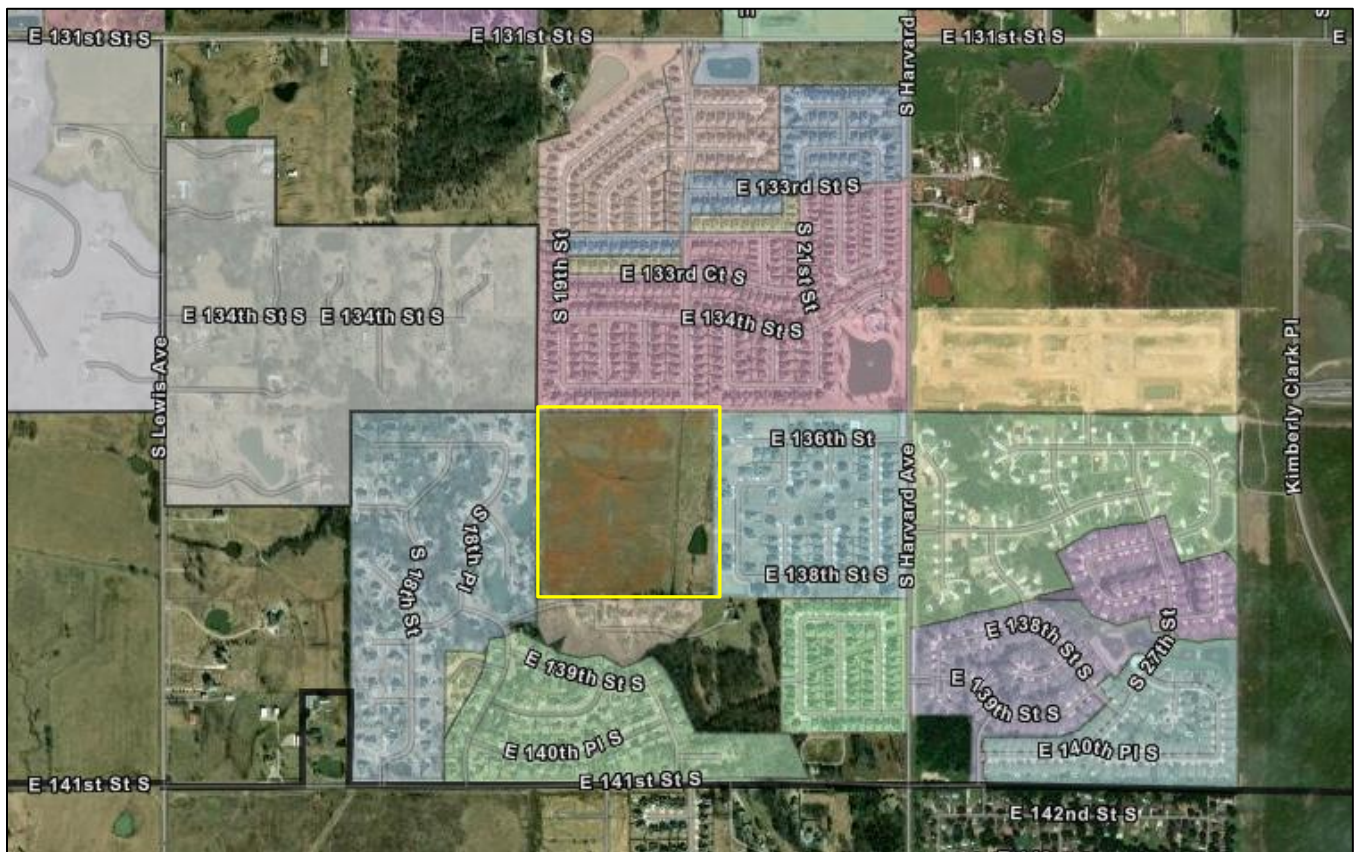


Figure 3: 131st and Harvard NE Corner Subdivisions in colors as platted.

Staff Evaluation & Recommendation

Evaluation

REZONING | Approving this request would allow the current and/or any future property owners to build a Single-family Residential subdivision with a PUD Overlay District. Staff believes this site is unique and challenging. There are 4 subdivisions surrounding this site. The north and east are a similar density; the immediate south and west are older subdivisions with larger lots.

1. **ENFORCEMENT OF CODE:** This subdivision is subject to all applicable standards and requirements outlined in the Unified Development Ordinance (UDO), engineering criteria, and the City of Jenks Code, unless explicitly modified by the approved Planned Unit Development (PUD). It is the applicant's responsibility to ensure compliance with all relevant code/criteria provisions; the City of Jenks is not obligated to notify applicants of applicable UDO or code requirements.

The approved PUD is enforceable by the City of Jenks Code Enforcement Division. However, the City does not enforce private covenants or agreements.

2. **PLAT:** Platting is required at time of development.

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

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

- (1) *To stimulate creative approaches to the commercial, residential, and mixed-use development of land,*
- (2) *To provide more efficient use of land,*

- (3) *To preserve natural features and provide open space areas and recreation areas in excess of that required under conventional zoning regulations,*
- (4) *To develop new approaches to the living environment through variety in type, design, and layout of buildings, transportation systems, and public facilities,*
- (5) *To unify building and structures through design,*
- (6) *To promote long-term planning pursuant to the City of Jenks' Comprehensive Plan, which will allow harmonious and compatible land uses or combinations of uses with surrounding areas.*
- (B) *General Provisions.*
 - (1) *Any residential development greater than 20 acres shall be approved as a Planned Unit Development.*
 - (2) *Developments including only single-family detached residential uses, are discouraged, and may not be approved. Amenity packages may be used to offset "only" single-family.*
 - (3) *Each Planned Unit Development should be presented and judged on its own merits. It shall not be sufficient to base justification for approval of a Planned Unit Development solely upon an already existing Planned Unit Development.*
 - (4) *The burden of providing evidence and persuasion that any planned unit development is necessary and desirable shall rest with the applicant.*
 - (5) *The planned unit development application shall specify the rules by which the parcel or parcels shall be developed and the site plan that specifies the development proposed.*
- (C) *Site Development Allowances and Modification Standards.*
 - (1) *Site Development Allowances.*
 - (a) *Site development allowances are deviations from the standards of the underlying zoning district set forth outside of this article.*
 - (b) *Notwithstanding any limitations on variations which can be approved as contained elsewhere in this UDO, site development allowances may be approved provided the applicant specifically identifies each site development allowance on the approved site plan and demonstrates how each site development allowance would be compatible with surrounding development; is necessary for proper development of the site; and is aligned with a minimum of one of the modification standards detailed in section 16-9-8(C)(2) below.*
 - (2) *Modification Standards. In addition to the Standards for Review established in section 16-9-8(D), the following modification standards shall be utilized in the consideration of site development allowances. These standards shall not be regarded as inflexible but shall be used as a framework by the City to evaluate the quality of amenities, benefits to the community, and design and desirability of the proposal.*
 - (a) *Public Gathering Space. The Planned Unit Development includes public gathering space, the amount of which is proportional to the size of buildings or number of dwelling units. The public gathering space is activated through the use of moveable tables and chairs, a fountain or other water feature, a sculpture or other public art feature, benches, seat walls, raised landscape planters, pedestrian scale, and celebratory lighting such as string or Tivoli lights, and/or other features. The public gathering space is integrated into the overall design of the Planned Unit Development and has a direct functional or visual relationship to the main building(s) and is not of an isolated or leftover character.*
 - (b) *Sustainable Design. The Planned Unit Development is designed with consideration given to various methods of site design and building location, architectural design of individual buildings, and landscaping design capable of reducing energy consumption and improving onsite stormwater management.*
 - (c) *Landscape Conservation and Visual Enhancement. The Planned Unit Development preserves and enhances existing landscape, trees, and natural features such as rivers, streams, ponds, groves, and landforms.*
 - (d) *Mix of Uses. The Planned Unit Development is comprised of a mix of nonresidential uses and a mix of housing types.*
 - (e) *Affordability. The Planned Unit Development includes residential dwellings that are deed restricted for households that make less than or equal to 80 percent of the area median income.*
 - (f) *Universal Design. The Planned Unit Development includes buildings designed with accessible features such as level access from the street and/or zero entry thresholds.*
 - (g) *High Quality Building Materials. The Planned Unit Development utilizes time and weather tested building materials that are of a higher quality than what is otherwise required by this UDO, including, but not limited to, masonry or wood.*
- (D) *Standards for Review. Approval of development through the use of the Planned Unit Development process will be considered by the City only in direct response to the accrual of tangible benefits from the Planned Unit Development to the City or the neighborhood in which it would be located. These benefits shall be in the form of exceptional amenities; outstanding environmental, landscape, architectural, and/or site design; or the conservation of special man-made or natural features of the site. Modifications to the conventional zoning and subdivision regulations shall be considered a privilege except when*

encouraged by the modification standards in section 16-9-8(C)(2). No application for a Planned Unit Development shall be approved unless the City Council finds that the application meets all of the following standards:

- (1) *Comprehensive Plan Alignment.* The Planned Unit Development is consistent with the goals, objectives, and policies set forth in the Comprehensive Plan and other adopted plans and policy documents of the City.
- (2) *Placemaking.* The Planned Unit Development has a distinctive identity and brand that is utilized in the signs, streetscape, architecture, public gathering spaces, open spaces.
- (3) *Integrated Design with Identifiable Centers and Edges.* The Planned Unit Development shall be laid out and developed as a unit in accordance with an integrated overall design, in which the various land uses included function as a cohesive whole and support one another. The design shall provide identifiable centers, which form focus areas of activity in the development, and edges, which define the outer borders of the development, through the harmonious grouping of buildings, uses, facilities, public gathering spaces, and open space.
- (4) *Public Welfare.* The Planned Unit Development is designed, located, and proposed to be operated and maintained so that it will not impair an adequate supply of light and air to adjacent property and will not substantially increase the danger of fire or otherwise endanger the public health, safety, and welfare.
- (5) *Compatibility with Adjacent Land Uses.* The Planned Unit Development includes uses which are generally compatible and consistent with the uses of adjacent parcels. If the uses are not generally compatible, all adverse impacts have been mitigated through screening, landscaping, public open space, and other buffering features that protect uses within the development and surrounding properties.
- (6) *Impact on Public Facilities and Resources.* The Planned Unit Development is designed so that adequate utilities, road access, drainage, and other necessary facilities will be provided to serve it. The planned unit development shall include such impact fees as may be reasonably determined by the City Council or the City Engineer. These required impact fees shall be calculated in reasonable proportion to impact of the planned development on public facilities and infrastructure.
- (7) *Archaeological, Historical or Cultural Impact.* The Planned Unit Development does not substantially adversely impact an archaeological, historical, or cultural resource, included on the local, state, or federal register, located on or off the parcel(s) proposed for development.
- (8) *Drives, Parking and Circulation.* The Planned Unit Development has or makes adequate provision to provide necessary parking. Principal vehicular access is from dedicated public streets, and access points shall be designed to encourage smooth traffic flow with controlled turning movements and minimum hazards to vehicular or pedestrian traffic. With respect to vehicular and pedestrian circulation (including walkways, interior drives, and parking), special attention has been given to the location and number of access points to public streets, the width of interior drives and access points, general interior circulation, separation of pedestrian and vehicular traffic, adequate provision for service by emergency vehicles, and arrangement of parking areas that are safe, convenient, and do not detract from the design of proposed buildings and structures and the neighboring properties. Access points are limited through the use of cross access connections.
- (E) *Pre-Application Public Meeting.* The applicant, after conducting the required pre-application conference, as detailed in section 16-9-4(C)(1), and prior to application submittal, as detailed in section 16-9-4(C)(2), is encouraged to conduct a public meeting to discuss the proposed Planned Unit Development and its impact on adjoining properties and area residents. If held, the applicant is encouraged to submit a written summary of comments made at the meeting with the application.
- (F) *Hearing and Recommendation by the Planning Commission.* The Planning Commission shall hold a public hearing on the proposed Planned Unit Development, and, at the close of the public hearing and after consideration of the City planner report and public comment, make a recommendation to the City Council to approve, approve with modifications, or deny the Planned Unit Development based on the applicable review criteria. The City Planner, on behalf of the Planning Commission, shall transmit a report containing its recommendation to approve, approve with modifications, or deny the PUD application to the City Council.
- (G) *Action by the City Council.* The City Council shall hear the proposed Planned Unit Development, and, at the close of the meeting and after consideration of the recommendation of the Planning Commission, City Planner Report, and public comment either:
 - (1) Approve the application,
 - (2) Approve the application with modifications,
 - (3) Deny the application,
 - (4) Refer the application back to the Planning Commission for further review, or
 - (5) Postpone further consideration pending the submittal of additional information, including any application requirement previously waived.
- (H) *Zoning Map Amendment.* Upon approval of the Planned Unit Development by the City Council, the zoning map shall be amended to reflect the PUD Overlay.
- (I) *Additional Application Requirements.* A Planned Unit Development application shall satisfy the application requirements and review criteria for other review procedures established in this chapter, as applicable to the application, including those for Site

Plan Review in section 16-9-3(C), Conditional Use Permits in section 16-9-3(D), Specific Use Permits in section 16-9-7, and Sign Permits in section 16-9-3(F).

(J) Amendments to Approved Planned Unit Development.

- (1) Determination of Level of Change. Upon receiving a Planned Development Amendment application, the City Planner shall determine whether the amendment is a major amendment, or a minor amendment based on the criteria detailed in section 16-9-8(J)(2) and section 16-9-8(J)(3) below.*
- (2) Major Amendment. A major amendment is any proposed change to an approved major or minor planned development that results in one or more of the following changes:*
 - (a) Increase density,*
 - (b) Increase the height of buildings,*
 - (c) Reduce open space by more than five percent,*
 - (d) Modify the proportion of housing types,*
 - (e) Change parking areas in a manner that is inconsistent with this UDO,*
 - (f) Increase the approved gross floor area by more than 500 square feet,*
 - (g) Alter alignment of roads, utilities, or drainage, or*
 - (h) Result in any other change inconsistent with any standard or condition imposed by the City Council in approving the Planned Unit Development and/or the approved site plan, as determined by the City Planner.*
- (3) Minor Amendment. A minor amendment is any proposed change to an approved Planned Unit Development that is consistent with the standards and conditions upon which the Planned Unit Development was approved, which does not alter the concept or intent of the Planned Unit Development and is not considered a major amendment as detailed in section 16-9-8(J)(2).*
- (4) Approval Processes. A major amendment to an approved Planned Unit Development shall follow the procedure set in section 16-9-8(E)(F), and (G). A minor amendment to an approved Planned Unit Development may be approved by the Planning Commission.*

(K) Expiration. For any Planned Unit Development in which there has been no Building Permit issued nor any portion of the property platted after five years since approval by the City Council, the Planned Unit Development shall be considered null and void and shall be brought back before the Planning Commission and the City Council for consideration prior to any development on the property. The underlining zoning of the PUD shall not expire, only the PUD overlay shall expire.

- (1) Conformance with Current Regulations. Expired Planned Unit Developments are required to meet the most recently adopted regulations, ordinances, and development standards. (Ord. No. 1581, § II, 4-5-2022; Ord. No. 1624, § VII, 10-17-2023)*

RECOMMENDATION | *Staff and Planning recommend conditional approval:*

- 1. PC recommendation:*
 - a. 8000 sqft minimum lots;*
 - b. walking trail,*
 - c. pool,*
 - d. playground to be added,*
 - e. using a minimum of three lots;*
 - f. no shared agreement with a neighboring subdivision.*
- 2. Rezoning from AG to RS2 and PUD 154 Overlay*
- 3. Platting is required at time of development*
- 4. PUD Comments: see PUD 154 for details*
 - a. Provide a clean copy of the PUD once it has been approved.*
 - b. Full ROW to be dedicated during platting.*
 - c. Provide system of tracking compliance with anti-monotony standard in UDO.*
 - d. Subdivision shall meet subdivision standards and other code requirements as provided in UDO and City code unless otherwise stated in the PUD.*
 - e. Provide parkland/amenity plans.*

Row 40 Jenks

APPROXIMATELY 38.53 ACRES
LOCATED APPROXIMATELY 1/4 MILE NORTH OF E. 141ST ST. AND WEST OF S. HARVARD AVE.
CITY OF JENKS, OKLAHOMA

JULY 2025



DEVELOPER:

RICK DODSON
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TULSA, OK 74137
DODSONBUILDER@GMAIL.COM

APPLICANT/ CONSULTANT:

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c/o ERIK ENYART
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EENYART@TANNERBAITSHOP.COM



Tanner Consulting LLC

LANDSCAPE ARCHITECTURE | LAND PLANNING
CIVIL ENGINEERING | LAND SURVEYING | DRONE SERVICES
5323 SOUTH LEWIS AVENUE, TULSA OKLAHOMA 74105-6539

Row 40 Jenks

Design & Intent Statement

Row 40 Jenks is a proposed Planned Unit Development (PUD) conceptually planned for 132 homesites on 38.538 acres (3.4 units/acre) located southwest of the southwest corner of E. 131st Street S. and S. Harvard Ave. in the City of Jenks. Row 40 Jenks is planned to feature multiple reserve areas for neighborhood parks, trails, stormwater drainage and detention, and other neighborhood amenities, totaling over 6 acres and more than 16% of the site.

By its design, this PUD satisfies the purposes for a PUD as outlined in the Jenks Unified Development Ordinance (UDO) Section 16-9-8 and Oklahoma State Statutes Title 11 Sections 43-110:111. This PUD is eligible for modification (UDO Sections 16-9-8.C and D) including but not limited to the following:

- (1) **Public Gathering Space:** Row 40 Jenks will include several public gathering spaces within carefully designed and located reserve areas.
- (2) **Sustainable Design:** Row 40 Jenks aims to provide a sustainable design by clustering residential blocks and thereby preserving natural resources through platted reserve areas, and additional landscaping requirements not otherwise required in the UDO, as outlined in this PUD.
- (3) **Landscape Conservation and Visual Enhancement:** The development will preserve and protect natural landscape, including trees and waterways, through the dedication of reserve areas throughout the development. Additionally, street trees in excess of minimum requirements shall be planted along the frontages of each lot and any wet-designed detention ponds within the development will include fountains to enhance visual appeal.
- (4) **Mix of Uses:** Row 40 Jenks will consist of single-family residential and private, neighborhood park uses.
- (5) **Affordability:** Row 40 Jenks will provide a wide range of housing options which will be as affordable as possible within the intended market for the homes, without necessarily enforcing affordability by deed restrictions called for in the UDO.
- (6) **Universal Design:** ADA accessibility will be a central part of the design process, ensuring accessibility for all residents.
- (7) **High Quality Building Materials:** Exterior building materials shall be aesthetically pleasing and sufficient to withstand the natural elements. The 1st floor shall be 100% masonry.
- (8) **Comprehensive Plan Alignment:** The Comprehensive Plan designates the site as Medium Intensity Single-Family. Chapter 5 of the Comprehensive Plan provides that this designation supports between four (4) and six (6) dwelling units (DUs) per acre. This PUD proposes a maximum of 3.4 DUs per acre. A companion application has been filed to rezone the site from AG Agriculture to RS2 Residential Single-Family Medium-Density District, which RS2 zoning and the residential densities proposed by this PUD are in accordance with the Medium Intensity Single-Family designation of the Horizon Jenks Comprehensive Plan Land Use Plan.

Row 40 Jenks

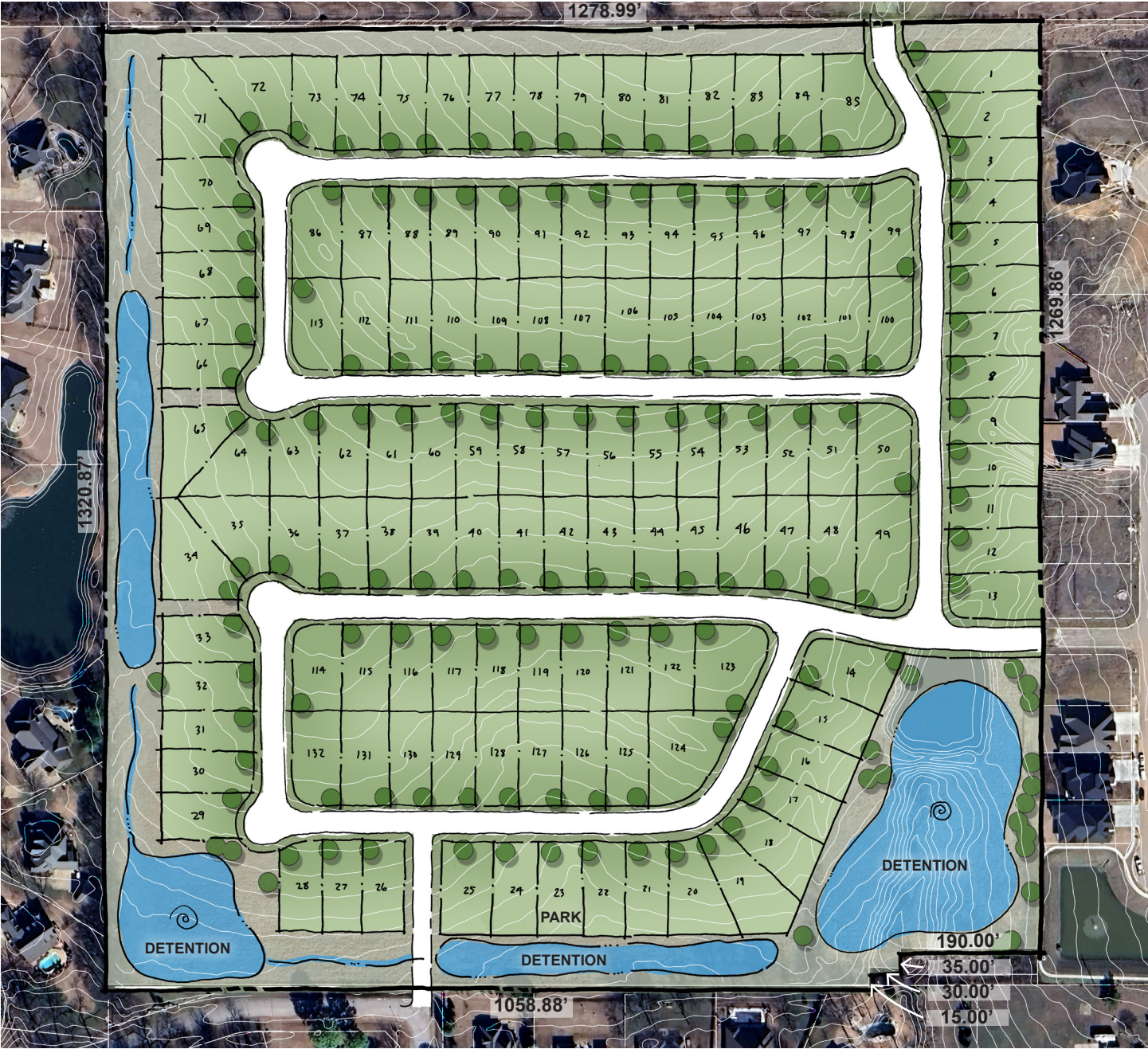
Design & Intent Statement

- (9) Placemaking: The multiple preserved open spaces and building design cohesiveness through private Restrictive Covenants will foster a sense of place and community.
- (10) Integrated Design with Identifiable Centers and Edges: The numerous preserved open spaces will provide recreational opportunities for residents to gather, serving as both centers and edges based on their physical location. The site is an infill development surrounded by existing platted subdivisions. The building design cohesiveness through private Restrictive Covenants and the differing housing styles of the adjoining subdivisions will create edges around the site.
- (11) Public Welfare: Row 40 Jenks will go through extensive engineering design and review to ensure no adverse impact on City of Jenks public welfare. Large natural reserve areas are guaranteed in the development. Together with their locations, they will ensure adequate supply of light and air to adjacent property and will not substantially increase the danger of fire or otherwise endanger the public health, safety, or general welfare.
- (12) Compatibility with Adjacent Land uses: Row 40 Jenks has a proposed density of 3.4 dwelling units/acre. The surrounding area is single-family residential with neighborhoods of similar densities: Harvard Oaks – 3.2DU/acre, Providence Hills – 3.2DU/acre, Providence Hills II – 3.0DU/acre, Providence Hills III – 3.4DU/acre, Clearfield Estates – 3.8DU/Acre, Torrey Lakes – 3.4DU/acre, Dutchers Crossing I – 3.0DU/acre, Dutchers Crossing II – 3.1DU/acre, and Kimberly Estates, 3.6 DU/acre per PUD.
- (13) Impact on Public Facilities and Resources: During the Predevelopment Meeting, City of Jenks staff confirmed there are adequate City utilities available to serve the site, with some upgrades potentially necessary.
- (14) Archaeological, Historical, or Cultural Impact: The proposed development does not adversely impact archaeological, historical, or cultural resources, included on the local, state, or federal register, located on or off the parcel proposed for development. An archaeological report will be requested from the Oklahoma Archeological Survey with input from the Oklahoma State Historical Preservation Office and all regulatory requirements will be fulfilled as required by the UDO.
- (15) Drives, Parking and Circulation: The site will emphasize street connectivity for efficient distribution of traffic and improved accessibility and public safety for residents of this development and adjoining neighborhoods. Additionally, 2 enclosed parking spaces will be required per lot to reduce street parking. Sidewalks and trails throughout the development will facilitate pedestrian traffic.

The PUD shall be developed in accordance with the use and development regulations of the City of Jenks Unified Development Ordinance, except as otherwise specified herein.

Row 40 Jenks

Conceptual Site Plan



This plan is conceptual in nature and subject to adjustments during the platting and engineering process. Refer to survey for actual dimensions.

Row 40 Jenks

General Provisions and Development Standards

Gross Land Area:	1,678,702 SF	38.538 AC
Net Land Area:	1,678,702 SF	38.538 AC
Permitted Uses in This PUD:	Permitted Uses RS2 District (By Right):	
“Single-Family Detached” dwellings; “Community Garden”; “Private park” uses as a “Site Development Allowance,” to include common area facilities such as neighborhood parks, playgrounds, and recreational open spaces; subdivision identification monument signs at entries; and accessory uses and structures as permitted in the RS2 Residential Single-Family Medium-Density District	“Single-Family Detached” dwellings; “Community Garden”; “Group Living Arrangements”; “Residential Facility for Persons with a Disability”; “Government Uses, indoor”; and accessory uses and structures as permitted in the RS2 Residential Single-Family Medium-Density District	
Requirement:	This PUD:	RS2 District:
Maximum Number of Lots:	132	209 *
Minimum Lot Width †:	60 FT	60 FT
Minimum Street Frontage:	30 FT	N/A
Minimum Lot Size:	7,100 SF	8,000 SF
Minimum Lot Area per Dwelling Unit:	7,100 SF	8,000 SF
Maximum Building Height:	35 FT **	35 FT
Maximum Impervious Surface Coverage:	69%	45%
Minimum Yard Setbacks:		
Front Yard:	20 FT	20 FT
Rear Yard:	20 FT	20 FT
Side Yard (Interior):	5 FT & 5 FT	5 FT & 5 FT
Side Yard Abutting a Street:	15 FT	15 FT
Garage Facing Side Yard Street:	20 FT	15 FT; 25 FT from Front Line
Minimum Dwelling Size:	2,200 SF (See Section III.G.)	None
Minimum First Floor Masonry ***:	100% masonry (See Section III.G.)	None
Minimum Landscaping Tree Requirements:	2 Trees per each street frontage within R/W or adjacent yard of each lot	1 Street Tree / 40 FT

Row 40 Jenks

General Provisions and Development Standards

Off-street Parking and Yard Coverage:	A minimum of two (2) enclosed off-street parking spaces required per dwelling unit. Off-street parking shall not exceed 50% of the required front yard width or area. ****
Other Bulk and Area Requirements:	As required within the RS2 District

- * This number is calculated based on land area divided by RS2 8,000 SF minimum lot area per dwelling unit.
- ** Architectural features may extend a max. of 5 feet above maximum permitted building height.
- *** Masonry shall include brick, natural or manufactured stone, and stucco. Minimum masonry percentages shall exclude windows, doors, decorative accents, and beneath covered patios and porches.
- **** Off-street parking and drives shall not exceed 35 FT in width. Circular drives are permitted, in which case each drive shall be restricted to 20 FT in width, with parking pads allowed at 35 FT in width. Drives shall not exceed the aggregate width of the garage doors, except where parking pads are utilized in side yards. Drives and parking shall otherwise meet UDO requirements.
- † Defined as the average horizontal distance between the side lot lines, which is as it is presently defined in the Jenks Unified Development Ordinance Section 16-11-12.S, provided that lots with curved street frontage shall be subject to 50% of the width requirement and by measuring across the back of the more restrictive of the minimum front yard setback or building line imposed by the subdivision plat pursuant to UDO Section 16-3-2.B / Figure 3.3.

Row 40 Jenks

General Provisions and Development Standards

SURROUNDING ZONING AND LAND USE: Row 40 Jenks will be compatible and consistent with adjacent land uses, which are single-family residential subdivisions with similar residential densities. Area residential subdivisions are primarily zoned RS2 and RS1 with PUDs allowing smaller lots than previous (pre-UDO) and even current requirements for same. "Providence Hills" has 52'-wide lots, "Harvard Oaks," "Torrey Lakes," and "Clearfield Estates" have PUDs enabling 58'-wide lots, and "Kimberly Estates" has a PUD enabling 55'-wide lots. An unplatted residential subdivision zoned AG in unincorporated Tulsa County is to the northwest of the site.

ACCESS AND CIRCULATION: The subdivision will connect to existing stub streets within "Providence Hills" to the north, "Torrey Lakes" to the east, and 138th Place South to the south. These connections will distribute traffic more efficiently and improve accessibility and public safety for all interconnected neighborhoods.

Internal streets serving the site will be public minor residential streets with 26' of paving within 50'-minimum-width rights-of-way. Sidewalks shall be 4 feet in width. The 5' minimum-width landscaped strips shall be included within the front yard lot areas, and each lot shall require, in either the street verge (street trees) or the street yard, the minimum number of canopy trees as specified in Section II. See below for additional specifications for individual lot landscaping. Blocks shall not exceed 1,200' in length. The minimum connectivity index (links to nodes ratio) shall be 1.1 (as presently shown on the conceptual site plan). Parking serving neighborhood amenities may be located within street rights-of-way subject to all other applicable requirements. The City of Jenks may approve further alternative street design standards through platting including, but not limited to divided, boulevard-style streets separated by private landscaped islands having one-way lanes meeting right-of-way width requirements in aggregate.

Sidewalks along reserve area frontages shall be constructed by the developer, unless payment of fee-in-lieu is proposed and accepted by the City of Jenks.

SIGNAGE, LANDSCAPING, AND FENCING: A minimum of 1 monument-style ground sign may be constructed at each neighborhood entrance within an easement on the lot. The maximum copy area height shall be 8 FT, the maximum copy area mounted height shall be 15 FT, and the maximum display surface area shall be 120 SF. If signage is included on both sides of the entry, the second sign shall be permitted, in which case the aggregate display surface area shall be restricted to 120 SF.

Fences shall comply with the UDO.

When fully platted, not less than 10% of the site shall be preserved as open space for the enjoyment of the residents.

Each lot shall install and thereafter maintain landscaping canopy trees as specified in Section II. and meeting or exceeding the requirements of the UDO. Trees shall be 2" caliper minimum and shall be on the City's approved tree list.

Row 40 Jenks

General Provisions and Development Standards

UTILITIES AND DRAINAGE: City of Jenks waterlines and sanitary sewer are available within the adjoining subdivisions and will be extended to serve the development. Fire hydrant locations shall be coordinated with and approved by the Jenks Fire Marshal during platting. Electric, natural gas, and communications services are available onsite or by customary extension.

The site is moderately sloped and primarily drains to the south, ultimately to Posey Creek. Stormwater detention facilities are planned at each perimeter side where water exits the property.

Per FEMA Floodplain Maps, the entire site is within Unshaded Zone X, outside of the 500-year Floodplain.

PLATTING AND SITE PLAN REQUIREMENTS: No building permit shall be issued until a subdivision plat has been submitted to and approved by the Jenks Planning Commission and approved with dedications accepted by the Council of the City of Jenks, and duly filed of record. The required subdivision plat shall include covenants of record implementing the development standards of the approved PUD and the City of Jenks shall be a beneficiary thereof. The plat will also serve as the site plan for all residential lots contained within the plat, provided that each dwelling shall include the standard residential site or plot plan submitted for Building Permit approval.

Jenks UDO Section 16-8-11 provides certain requirements for parkland provision. As designed, over 6 acres of the site is planned for reserve areas for use as private parks with onsite stormwater management facilities. The U.S. Census Bureau's 2019-2023 estimates provide that there were 2.99 people per dwelling unit in Jenks. At 132 dwelling units, 394 residents may be expected within the subdivision. Prorating the 5.5 acres of parkland required per 1,000 residents, the 6 acres exceeds the 2.17 acres required, even excepting those areas exclusively used for onsite stormwater management or other utility functions. The required \$2,251.00 to be spent per acre on private parkland improvements may be in the form of a fee-in-lieu as provided in UDO Section 16-8-11.(D), and which may be satisfied in whole or in part by donation to fund improvements of an adjoining neighborhood recreational amenity or amenities which agrees to join in and share maintenance responsibilities with the homeowners association to be formed with this development.

For any private park buildings or structures requiring parking or a building permit (other than a small job permit), Site Plan application approval may be required by the City of Jenks.

The map displays the following zoning districts and labels:

- AG** (Agriculture): Multiple areas, including a large green area on the left and several smaller green areas.
- RS-1** (Single-Family Residential): Several areas, including a large area on the left and several smaller areas.
- RS-2** (Single-Family Residential): Several areas, including a large area on the right and several smaller areas.
- RS-3** (Single-Family Residential): One area at the bottom center.
- CS** (Community Service): Several small red areas.
- PUD-136** (Planned Unit Development): One large yellow area on the right.
- PUD-40** (Planned Unit Development): One large yellow area on the right.
- JZ 25 PUD 151** (Joint Zoning 25 Planned Unit Development 151): One large yellow area on the right.
- SITE** (Site): A green area in the center, highlighted with a red border.

Streets shown include S 7th St, S 14th St, S 19th St, S 20th Pl, S 21st Pl, S 27th St, S 30th Pl, S 31st St, S 41st St, S Lewis Ave, S Harvard Ave, S College Ave, S Fl... Ave, E 131st St S, E 133rd St S, E 133rd Ct S, E 134th St S, E 136th St, E 138th St S, E 139th St, E 140th Pl S, E 141st St S, E 142nd St S, E 143 Pl S, E 144th St S, and E 145th St S.

Row 40 Jenks

Comprehensive Plan



Land Use Plan

- | | |
|--|---|
| <ul style="list-style-type: none">Low Intensity Single-FamilyMedium Intensity Single-Family ←High Intensity Single-FamilyMulti-Family ResidentialBusiness ParkRegional CommercialLocal CommercialDowntown | <ul style="list-style-type: none">Light IndustrialHeavy IndustrialParks and Open SpacePublic and Semi-PublicUtilityPotential South Tulsa-Jenks BridgePotential Road Connections |
|--|---|

MEDIUM INTENSITY SINGLE-FAMILY

Medium intensity single-family is the predominate land use type included in the Land Use Plan. These neighborhoods should largely consist of single-family detached homes while also accommodating duplexes and brownstones in appropriate areas. These neighborhoods should be comprised of mid-size lots that are generally between four and six homes per acre. The City should ensure that all new development of this type connects with existing neighborhoods and preserves and activates open space.

Row 40 Jenks

Property Description

AS PROVIDED:

THE NORTH HALF OF THE SOUTHEAST QUARTER (N/2 SE/4) OF SECTION EIGHT (8), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF.

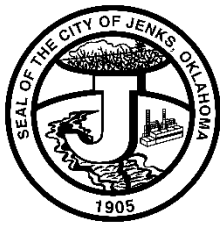
LESS AND EXCEPT BEGINNING AT THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER (SE/4); THENCE SOUTH 0°13'55" WEST ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER (SE/4) A DISTANCE OF 1318.77 FEET TO THE SOUTHEAST CORNER OF THE NORTH HALF OF SAID SOUTHEAST QUARTER (N/2 SE/4); THENCE NORTH 89°57'05" WEST ALONG THE SOUTH LINE OF SAID NORTH HALF (N/2) A DISTANCE OF 1370.80 FEET; THENCE NORTH 0°13'55" EAST A DISTANCE OF 1319.86 FEET TO A POINT ON THE NORTH LINE OF SAID SOUTHEAST QUARTER (SE/4); THENCE SOUTH 89°54'20" EAST ALONG SAID NORTH LINE A DISTANCE OF 1370.80 FEET TO THE POINT OF BEGINNING.

AND LESS AND EXCEPT:

A TRACT OF LAND CONTAINED WITHIN THE NORTH HALF OF THE SOUTHEAST QUARTER (N/2 SE/4) OF SECTION EIGHT (8), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER (SE/4); THENCE SOUTH 0°13'55" WEST ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER (SE/4) A DISTANCE OF 1318.77 FEET TO THE SOUTHEAST CORNER OF THE NORTH HALF OF SAID SOUTHEAST QUARTER (N/2 SE/4); THENCE NORTH 89°57'05" WEST ALONG THE SOUTH LINE OF SAID NORTH HALF (N/2) A DISTANCE OF 1370.80 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 89°57'05" WEST ALONG THE SOUTH LINE OF SAID NORTH HALF (N/2) A DISTANCE OF 220.00 FEET; THENCE NORTH 0°13'55" EAST A DISTANCE OF 15.00 FEET; THENCE SOUTH 89°57'05" EAST, PARALLEL TO THE SOUTH LINE OF SAID NORTH HALF (N/2) A DISTANCE OF 220.00 FEET; THENCE SOUTH 0°13'55" WEST A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING.

AND LESS AND EXCEPT COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER (SE/4); THENCE SOUTH 0°13'55" WEST ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER (SE/4) A DISTANCE OF 1318.77 FEET TO THE SOUTHEAST CORNER OF THE NORTH HALF OF SAID SOUTHEAST QUARTER (N/2 SE/4); THENCE NORTH 89°57'05" WEST ALONG THE SOUTH LINE OF SAID NORTH HALF (N/2) A DISTANCE OF 1370.80 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 89°57'05" WEST ALONG THE SOUTH LINE OF SAID NORTH HALF (N/2) A DISTANCE OF 190.00 FEET; THENCE N 0°13'55" EAST A DISTANCE OF 50.00 FEET; THENCE SOUTH 89°57'05" EAST, PARALLEL TO THE SOUTH LINE OF SAID NORTH HALF (N/2) A DISTANCE OF 190.00 FEET; THENCE SOUTH 0°13'55" WEST A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE SOUTH 15 FEET THEREOF.



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

**NOTICE OF A PUBLIC HEARING
LOCATED IN THE CITY OF JENKS, OKLAHOMA**

Case Number: JZ 25 PUD 154

Request: PUD

Request by Tanner Consulting for a rezoning from AG (Agriculture) to RS-2 (Residential Single Family) with Planned Unit Development 154 overlay.

Legal Description: Exhibit "A"

25137 Row 40 Jenks, Jenks, Oklahoma

Boundary Property Description

The north half of the southeast quarter (n/2 se/4) of section eight (8), township seventeen (17) north, range thirteen (13) east of the indian base and meridian, tulsa county, state of oklahoma, according to the u.s. Government survey thereof.

Less and except beginning at the northeast corner of said southeast quarter (se/4); thence south 0°13'55" west along the east line of said southeast quarter (se/4) a distance of 1318.77 feet to the southeast corner of the north half of said southeast quarter (n/2 se/4); thence north 89°57'05" west along the south line of said north half (n/2) a distance of 1370.80 feet; thence north 0°13'55" east a distance of 1319.86 feet to a point on the north line of said southeast quarter (se/4); thence south 89°54'20" east along said north line a distance of 1370.80 feet to the point of beginning.

And less and except:

A tract of land contained within the north half of the southeast quarter (n/2 se/4) of section eight (8), township seventeen (17) north, range thirteen (13) east of the indian base and meridian, tulsa county, state of oklahoma, according to the u.s. Government survey thereof, being more particularly described as follows: commencing at the northeast corner of said southeast quarter (se/4); thence south 0°13'55" west along the east line of said southeast quarter (se/4) a distance of 1318.77 feet to the southeast corner of the north half of said southeast quarter (n/2 se/4); thence north 89°57'05" west along the south line of said north half (n/2) a distance of 1370.80 feet to the point of beginning; thence continuing north 89°57'05" west along the south line of said north half (n/2) a distance of 220.00 feet; thence north 0°13'55" east a distance of 15.00 feet; thence south 89°57'05" east, parallel to the south line of said north half (n/2) a distance of 220.00 feet; thence south 0°13'55" west a distance of 15.00 feet to the point of beginning.

And less and except commencing at the northeast corner of said southeast quarter (se/4); thence south 0°13'55" west along the east line of said southeast quarter (se/4) a distance of 1318.77 feet to the southeast corner of the north half of said southeast quarter (n/2 se/4); thence north 89°57'05" west along the south line of said north half (n/2) a distance of 1370.80 feet to the point of beginning; thence continuing north 89°57'05" west along the south line of said north half (n/2) a distance of 190.00 feet; thence n 0°13'55" east a distance of 50.00 feet; thence south 89°57'05" east, parallel to the south line of said north half (n/2) a distance of 190.00 feet; thence south 0°13'55" west a distance of 50.00 feet to the point of beginning.

Less and except the south 15 feet thereof.

General Location: southwest of 131st St. S. & Harvard Ave.

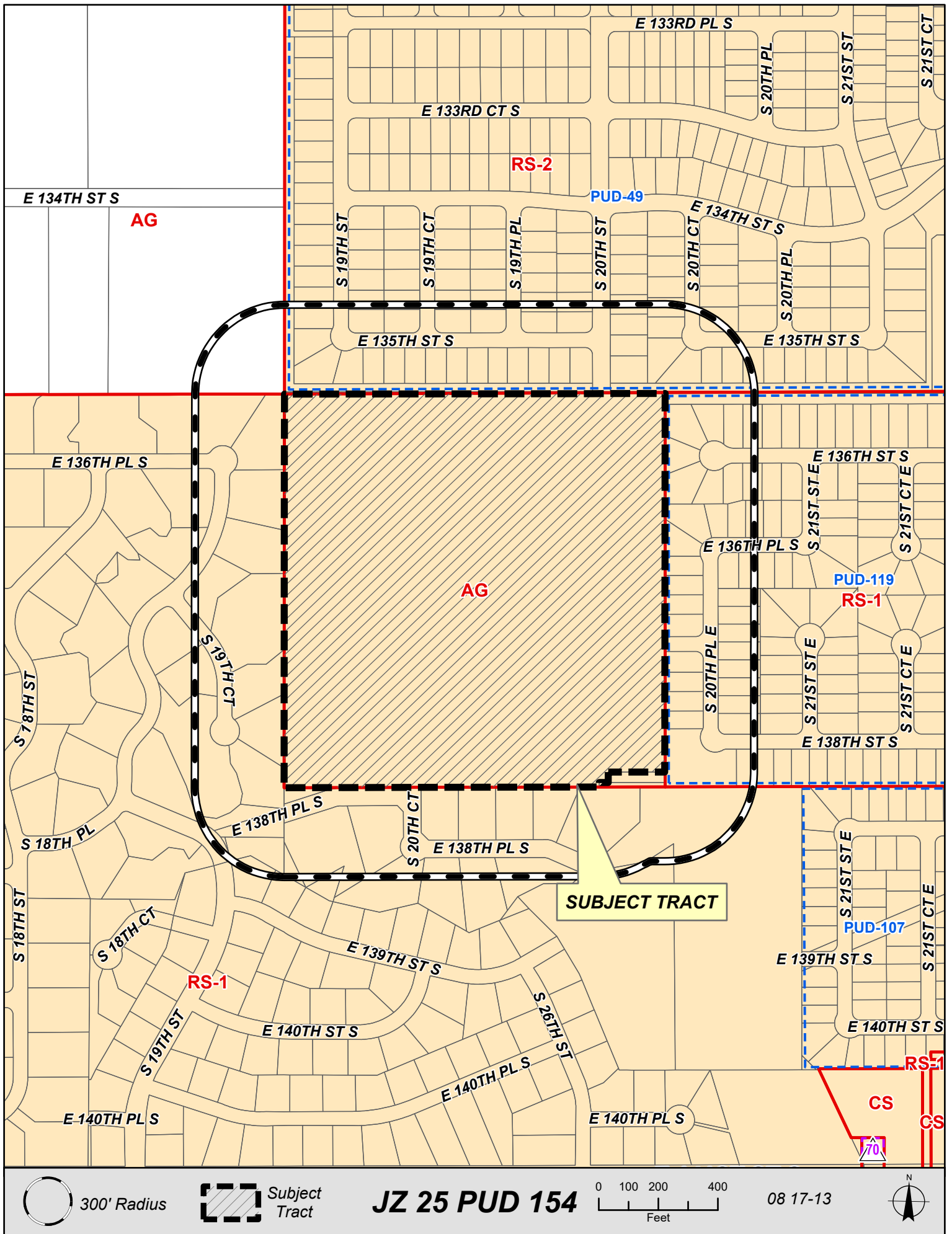
Hearing Date: 07 August 2025 at 6 p.m.

Location: Jenks City Hall, 211 N Elm St, Jenks, OK 74037

All persons interested in this matter may appear at these hearings and present their objections to or arguments for any of the above matters.

Dated at Jenks Oklahoma on 11 July 2025.

Marcae Hilton, Secretary
Jenks Planning Commission



PECAN CREEK HOMEOWNERS' ASSOCIATION, INC.
13611 S. 18th Pl
Bixby, OK 74008

City of Jenks – Jenks Planning Commission
c/o Marcae Hilton
211 North Elm Street
Jenks, Ok 74037

Re: JZ 25 Planned Unit Development 154 - Pecan Creek HOA Comments/Questions

I am writing on behalf of the Pecan Creek Homeowner's Association (PCHOA) regarding the proposed rezoning of 25137 Row 40, a 38-acre land plot, from Agriculture to RS-2. This parcel is immediately east of the Pecan Creek neighborhood.

While we understand that stopping the rezoning to allow a residential neighborhood is unlikely, we would like to share some thoughts and ideas for your consideration. Pecan Creek was developed in 1996 and consists of 70 lots ranging from 0.5 to 1 acre in size. Our neighborhood has several covenants, including a minimum house size of 2500 square feet, all brick or stucco exteriors, specific fencing requirements, and restrictions on storing recreational vehicles, boats, or trailers on properties. Our community is unique with its curving roads, four ponds, large mature trees, and spacious lots.

The proposed RS-2 zoning for this development is a concern for us, as all surrounding neighborhoods, except Providence Hills, are zoned RS-1. New neighborhoods in the area, such as Dutcher's Crossing, Gray Oaks, and Presley Heights, are also zoned RS-1. We are curious why this new development is being allowed an RS-2 designation with much smaller lots than the surrounding neighborhoods. Smaller lots with smaller houses could potentially reduce the value of existing properties in PCHOA. We would prefer to see lots that are 11,000 to 22,000 square feet and houses that are 2500 square feet or larger, similar to the surrounding lots and homes, to attract families and individuals with similar demographic characteristics. We have observed that neighborhoods with RS-2 or RS-3 designations in nearby areas like Glenpool and Bixby often have homes of lower build quality and overall appearance. We are concerned about the long-term impact on the neighborhood's appearance and property values.

Additionally, drainage from this parcel of land is crucial for maintaining the water levels in two of our ponds, Duck Pond and Fader Pond. These ponds rely on water flow from this property, and without it, they could become dry during droughts, leading to the loss of fish and other aquatic life. We would like to see the water flow from this parcel continue into our ponds.

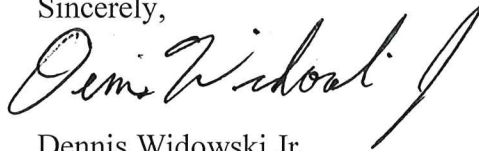
Another point we would like to make is that the creek in the middle of PCHOA frequently experiences high water events, and homes near the creek are already in a 100-year flood plain. Adding more water to the creek needs careful consideration to avoid exacerbating flooding issues.

We are also concerned about the potential increase in traffic if a neighborhood entrance is built on the southwest corner of this parcel. Our streets are already in disrepair, and additional traffic could worsen the situation. We would appreciate it if the city could consider the impact on our roads and plan for necessary improvements.

Lastly, we would like to know the plans for existing fences bordering neighborhoods and whether a setback is being considered from other neighborhoods. Maintaining trees along the fence line, regardless of which side they are on, is also important to us.

Thank you for your time and consideration. If you have any further questions or concerns, please feel free to contact me at 918-630-9164.

Sincerely,

A handwritten signature in black ink, appearing to read "Dennis Widowski Jr.", with a stylized flourish at the end.

Dennis Widowski Jr.
Pecan Creek HOA Treasurer

CC: Tim Bartell, Pecan Creek HOA President

KYLE JOHNSON

Torrey Lakes POA – President

August 7th, 2025

Sent via Email to Marcae Hilton - Jenks Planning Commission

To whom it may concern,

My name is Kyle Johnson, and I live at 2076 E 136th Street. I would like to thank the Jenks Planning Commission for the opportunity to voice my opinion about PUD 154 and the proposed rezoning to allow the development of Row 40.

I have the privilege of serving as the President of the Torrey Lakes Property Owners Association. I am writing on behalf of our 140 members, many of whom will be directly impacted by the matter at hand.

I appreciate Mr. Dodson being willing to give us some time back in June to discuss their plans and hear some of our concerns. Our board is prepared to engage with Mr. Dodson and other adjacent Neighborhood representatives in a productive, solution-oriented manner.

In response to the information that we have been provided thus far, our Board has three primary issues that we would like to raise for consideration.

- 1) Access to the Development:** We are encouraged to see the inclusion of the southern access point on the preliminary Plat. With the parcel being otherwise landlocked, the existing stub streets to Providence Hills and Torrey Lakes would face a significant burden if they were allowed to be the only two points of access. A third access point will ensure a more efficient flow of traffic, especially once the neighborhood is fully constructed and occupied.

We are concerned about the impact that construction vehicles will have on the quality of life for our residents, especially for residents near the access point on 137th Street. I have spoken to a number of those residents who bought houses in the back of the neighborhood in large part because it offered less traffic, as many have small children.

2) Lack of Amenities: While I appreciate that the Plat is still in the preliminary stages, we question the lack of amenities provided. This is an issue that we presented to Mr Dodson at our meeting in June, so I was disappointed to see no additions were made on the version that was given to us today.

We believe that a lack of amenities will encourage his residents to seek out use of playgrounds, pools, and splash pads at adjacent neighborhoods. While we certainly wish to be good neighbors, the maintenance, upkeep, and insurance on these amenities cost our Associations money each year.

I understand that the developer has some interest in financially partnering with an existing neighborhood to allow residents of the new development to use their existing amenities. While we have no desire to interject in their negotiations if they can come to a mutual agreement, we do not believe that the present amenities within the bounds of this Plat would be sufficient even if such an agreement were already in place.

3) Lot & Dwelling Size / Price Point: Upon review of the provided PUD-154 documents, we would like to have some clarity on the Minimum Dwelling Size. Page 4 includes a Minimum Dwelling Size of 2,200 SF, which differs from earlier communications when he stated the minimum would be 2,400 SF.

When asked, the developer stated that the expected livable Square Footage of his builds would be 2,800-3,000 SF with an average price of \$500,000. I understand that the developer plans to build half of the lots and sell the other half to his approved builders. We would appreciate assurances that the houses being built in this new neighborhood are consistent in size, price point, and quality and are of comparable value to the existing houses in the area.

Thank you for your time, consideration, and the work that you do on behalf of the City of Jenks!

Sincerely,

Kyle Johnson

A handwritten signature in black ink, appearing to be 'KJ' followed by a long horizontal stroke.

To: Jenks Planning Commission

Re: Public Comments related to August 7, 2025 Jenks Planning Commission Agenda Item 3 JZ 25 PUD 154 - A request by Tanner Consulting for a rezoning to RS-2 (Residential) with Planned Unit Development (PUD) 154 Overlay.

From: Greg and Andra Pinkston, 2701 E 138th PL S, Bixby, OK 74008 (City of Jenks resident)

We ask the Jenks Planning Commission to consider the following concerns and requests regarding the rezoning application relating to PUD-154.

1. **Need for Development** – we ask the Commission to consider the need for additional residential development in this area of Jenks. Undeveloped lots in existing neighborhoods and unsold new construction are prevalent in this area. We ask that the Commission perform an analysis of the undeveloped and unsold new construction properties in the neighborhoods that surround Row 40 Jenks and consider the viability of the proposed rezoning of PUD-154.
2. **Dwelling Unit/Acre & Density** – On page 27 of the agenda packet, the PUD-154 applicant states under item (12) – Compatibility with Adjacent Land uses - that the proposed density for Row 40 Jenks is similar to surrounding neighborhoods. In the DU/acre information provided, the two neighborhoods that join the entirety of the south and west sides of Row 40 Jenks were omitted from this list. These two neighborhoods, Snow Tree and Pecan Creek, both have DU/acre density levels significantly less than the neighborhood data listed by the applicant, as can be seen on page 20 and 28 of the agenda packet. As an example, our home sits on just over an acre of land and the additional lots in our neighborhood average between 1/3 and 1/2 acre lots. Pecan Creek has a similar density level. Since these neighborhoods adjoin 50% of the Row 40 acreage, we ask that the Commission request the applicant to provide the Commission with the DU/acre data for Snow Tree and Pecan Creek and that the Commission request the applicant to adjust the DU/acre of PUD-154 to be more compatible with the adjacent land uses as required by the City.
3. **Drainage** – On page 18 and 29 of the agenda packet, the Maximum Impervious Surface Coverage percentage for PUD-154 exceeds what is permitted with RS2 District zoning. PUD-154 has 69% Maximum Impervious Surface Coverage, whereas RS2 District permits 45%. We ask that the Commission require that the Maximum Impervious Surface Coverage of PUD-154 not exceed what is permitted by RS2 zoning. Our property lies at the lowest southern point of PUD-154 and a significant majority of all undetained stormwater will eventually drain across our property. The applicant states on page 32 of the agenda packet, under Utilities and Drainage, that

the Row 40 site drains to the south, ultimately to Posey Creek. We want the Commission to recognize that before the stormwater drains to Posey Creek, our property will receive the stormwater. In addition to lowering the Maximum Impervious Surface Coverage percentage, we ask that an independent (of both the applicant and the city) hydrology analysis be prepared that calculates and mitigates any adverse drainage impact on our property and all properties adjoining the southern boundary of Row 40. For context of the severity of this concern, after stating our concerns to the Jenks Planning Commission, Jenks Engineering department, and Jenks City Council regarding excess drainage on our property from the Torrey Lakes development, and those concerns not being mitigated by the City or the developer, we personally were forced to spend over \$40,000 of our money to attempt to mitigate the drainage issue that we now experience from Torrey Lakes. We ask that the Planning Commission and the City of Jenks not allow this extreme error in oversight on the drainage impact to surrounding properties to occur again with PUD-154.

4. **Access and Circulation** – On page 28 and 31 of the agenda packet, the applicant states that the subdivision will connect on existing stub streets within “Providence Hills” to the north, “Torrey Lakes” to the east, and 138th Place South to the south. Our neighborhood street in Snow Tree is 138th Place South. We want the Commission to know that there is no existing stub street on 138th Place South, nor is there one shown on our neighborhood plat. 138th Place South is a dead end street that services 8 homes and the vehicular traffic associated with 8 homes. Assuming a minimum of two vehicles per home and approximately one third of the residents of the PUD-154 utilizing this access point, the applicant is requesting opening up this street to potentially hundreds of vehicles. We believe that this access significantly lowers the property values of our entire neighborhood as a highly valued feature of our neighborhood is the low density, private street that we live on. In addition, the access point is shown at a point where 138th Place south turns south. The traffic flow with stop signs at this type of 3 way stop intersection where hundreds of vehicles would now have access would be detrimental to the families that live in our neighborhood and would raise significant dangers to our children who bike and walk on our street. Lastly, the adjoining neighborhood infrastructure requires that all traffic to this access point cross one of three bridges in the adjoining neighborhood. These bridges have consistently required maintenance with the current traffic load and would most certainly experience continual damage and decline with the request of the 138th Place South access point. Because of these concerns, we ask that the Planning Commission remove the 138th Place South access point of PUD-154.

Based on these concerns, we ask that the Planning Commission table any forward action or approval on this rezoning request of Row 40 Jenks, PUD-154 and that the concerns be further discussed with us and any other residents directly impacted and that action be taken to mitigate any negative impacts of this subdivision.

Thank you for your consideration.

Carlie Head

President, Providence Hills HOA
2029 E 134th St S
Bixby, OK 74008

August 7, 2025

Planning Commission

211 N. Elm St.
Jenks, OK 74037

Re: Proposed Neighborhood Development by Rick Dodson - Row 40

Dear Members of the Planning Commission,

On behalf of the Providence Hills Homeowners Association, I am writing in regard to the proposed development submitted by Mr. Rick Dodson. We appreciate the opportunity to provide feedback and offer some perspectives as a neighboring community.

Recently, myself, HOA Vice President Kelli Walter, another board member and advisor to the board Ed Phillips held an informal meeting with Mr. Dodson and his team to discuss potential opportunities that could mutually benefit both his development and our Providence Hills neighborhood. We believe there is room for collaboration that could lead to positive outcomes for all parties involved. With that being said, we are currently awaiting recommendations from our legal counsel and our HOA property manager before moving forward with any specific proposals that came out of that conversation.

We want to address a couple concerns, given the close proximity of the proposed development to the Providence Hills community and especially to our neighborhood's amenities we believe it is essential that substantial and clearly defined amenities be incorporated into the proposed plans. As it stands, the lack of details regarding any amenities in the current submission is a serious concern. We ask that this issue be addressed with the same attention and care that other elements of the plan have received.

Additionally we did notice and appreciate the inclusion of three access points into the development. Since this proposed neighborhood is essentially landlocked, having three access points is a really smart move. It helps avoid traffic backups, keeps cars from piling into just one or two neighboring communities, and gives emergency services more than one way to get in and out. It also just makes everyday life easier for residents, visitors, even delivery drivers because traffic flows more smoothly and safely.

We hope to maintain a cooperative and constructive relationship with Mr. Dodson and his team as this development moves forward. Our goal is to ensure that any new neighborhood complements and enhances the character and quality of the existing communities nearby.

Thank you for your time and attention to this matter.

Sincerely,

Carlie Head

President, Providence Hills HOA

**ORDINANCE NO. 1671
(JZ 25 PUD-154)**

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF JENKS, OKLAHOMA BY REZONING A TRACT OF LAND TO RS-2 (RESIDENTIAL SINGLE FAMILY) AND PUD-154 (PLANNED UNIT DEVELOPMENT NUMBER 154) OVERLAY; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY; AND DECLARING AN EMERGENCY

.....

WHEREAS, the owner of certain real property has petitioned for the Zoning Change and Zoning Overlay District of a parcel of land with the creation of a Planned Unit Development; and

WHEREAS, a public hearing on said zone change and zoning overlay was held by the Jenks Planning Commission on August 07, 2025, and was heard by the Jenks City Council on August 19, 2025, and due consideration has been given to any public comments; and

WHEREAS, the City Council of the City of Jenks, Oklahoma finds that the zone change and overlay promotes the health and safety of the Jenks community, and that the same is necessary and expedient.

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

SECTION I. That the following described property in the City of Jenks, Tulsa County, Oklahoma:

Boundary Property Description

The north half of the southeast quarter (n/2 se/4) of section eight (8), township seventeen (17) north, range thirteen (13) east of the indian base and meridian, tulsa county, state of oklahoma, according to the u.s. Government survey thereof.

Less and except beginning at the northeast corner of said southeast quarter (se/4); thence south 0°13'55" west along the east line of said southeast quarter (se/4) a distance of 1318.77 feet to the southeast corner of the north half of said southeast quarter (n/2 se/4); thence north 89°57'05" west along the south line of said north half (n/2) a distance of 1370.80 feet; thence north 0°13'55" east a distance of 1319.86 feet to a point on the north line of said southeast quarter (se/4); thence south 89°54'20" east along said north line a distance of 1370.80 feet to the point of beginning.

And less and except:

A tract of land contained within the north half of the southeast quarter (n/2 se/4) of section eight (8), township seventeen (17) north, range thirteen (13) east of the indian base and meridian, tulsa county, state of oklahoma, according to the u.s. Government survey thereof, being more particularly described as follows: commencing at the northeast corner of said southeast quarter (se/4); thence south 0°13'55" west along the east line of said southeast quarter (se/4) a distance of 1318.77 feet to the southeast corner of the north half of said southeast quarter (n/2 se/4); thence north 89°57'05" west along the south line of said north half (n/2) a distance of 1370.80 feet to the point of beginning; thence continuing north 89°57'05" west along the south line of said north half (n/2) a distance of 220.00 feet; thence north 0°13'55" east a distance of 15.00 feet; thence south 89°57'05" east, parallel to the south line of said north half (n/2) a distance of 220.00 feet; thence south 0°13'55" west a distance of 15.00 feet to the point of beginning.

And less and except commencing at the northeast corner of said southeast quarter (se/4); thence south 0°13'55"

west along the east line of said southeast quarter (se/4) a distance of 1318.77 feet to the southeast corner of the north half of said southeast quarter (n/2 se/4); thence north 89°57'05" west along the south line of said north half (n/2) a distance of 1370.80 feet to the point of beginning; thence continuing north 89°57'05" west along the south line of said north half (n/2) a distance of 190.00 feet; thence n 0°13'55" east a distance of 50.00 feet; thence south 89°57'05" east, parallel to the south line of said north half (n/2) a distance of 190.00 feet; thence south 0°13'55" west a distance of 50.00 feet to the point of beginning.
Less and except the south 15 feet thereof.

General Location: southwest of 131st St. S. & Harvard Ave.

Is rezoned from AG (Agriculture) to RS-2 (Residential Single Family) with PUD 154 overlay added on top.

SECTION II. That approval of PUD-154 shall be subject to the conditions as set forth in the official minutes of the Jenks City Council meeting approving this ordinance as well as the corresponding Planned Unit Development. Including §16-9-8(K) of the Jenks City Code, which states that the PUD will be considered null and void if no building permits have been issued or if the property hasn't been platted within five (5) years. Should the PUD become void, the underlying zoning will not change.

SECTION III. That all ordinances or parts of ordinances in conflict herewith be and the same are hereby expressly repealed.

SECTION IV. If any section, sentence, clause or phrase of this ordinance or any part thereof is for any reason found to be invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remainder of this ordinance or any part thereof.

Approved this _____ day of _____ 2025

CITY OF JENKS, OKLAHOMA

MAYOR

SECTION V. Since the immediate operation of the provisions of the Ordinance is necessary for the preservation of public health and safety, an emergency is hereby declared to exist and this ordinance shall be in full force and effect immediately after its passage by the City Council.

Emergency Clause approved separately this _____ day of _____ 2025.

CITY OF JENKS, OKLAHOMA

MAYOR

Attest:

CITY CLERK

Ordinance No. 1671

pg. 2

Approved as to form:

CITY ATTORNEY

PURSUANT TO THE LEGAL NOTICE AS IS REQUIRED BY THE OKLAHOMA OPEN MEETING ACT INCLUDING THE POSTING OF NOTICE AND AGENDA AS IS REQUIRED BY THE TERMS THEREOF, THE CITY COUNCIL OF THE CITY OF JENKS, OKLAHOMA, MET IN REGULAR SESSION ON THE 19TH DAY OF AUGUST, 2025, AT 6:00 O'CLOCK P.M.

PRESENT:

ABSENT:

(OTHER PROCEEDINGS)

Thereupon, the following Resolution was introduced and caused to be read by title by the City Clerk. Councilmember _____ moved passage of the Resolution and Councilmember _____ seconded the motion. The motion carrying with it the approval of said Resolution was approved by the following vote:

AYE:

NAY:

The Resolution so approved is as follows:

[Resolution No. 878 begins on following page]

RESOLUTION NO. 878

A RESOLUTION CREATING, NAMING, AND ESTABLISHING THE COMMENCEMENT DATE FOR INCREMENT DISTRICT NO. 7, CITY OF JENKS; RATIFYING AND CONFIRMING ORDINANCE NO. 1612 OF THE CITY COUNCIL OF THE CITY OF JENKS, OKLAHOMA, PROVIDING FOR SEVERABILITY; AND CONTAINING OTHER PROVISIONS RELATED THERETO.

WHEREAS, the City Council of the City of Jenks, Oklahoma (the “City”), has adopted the Coal Creek Village Economic Development Project Plan (the “Project Plan”), pursuant to Ordinance No. 1612 dated March 21, 2023, as amended (collectively, the “TIF Ordinance”), all in accordance with the Oklahoma Local Development Act, 62 O.S. § 850, *et seq.* (the “Act”); and

WHEREAS, the purpose of the Project Plan is to encourage economic development in the City by facilitating the payment of the costs of essential infrastructure improvements and remedial costs necessary to make certain property viable for development, including but not limited to the development of residential, retail and entertainment facilities east of South Elm Street and south of Polecat Creek (collectively, the “Project”); and

WHEREAS, the Project Plan supports the City’s efforts to achieve its development objectives, improve the quality of life for its citizens, stimulate private investment, and enhance the tax base, thereby making possible investment that would be difficult without the adoption of the Project Plan and the apportionment of incremental tax revenues; and

WHEREAS, Section 856(B)(2) of the Act requires that the TIF Ordinance shall “create[s] the district as of a date provided in it or defer[s] determination of such date, provided such date must be no more than ten (10) years after the date of approval of the project plan” (62 O.S. §856(B)(2)); and

WHEREAS, Section 5 of the TIF Ordinance provided for the deferment of the official creation, designation, and naming of the Increment District, until such time as determined by the City Council, provided that such determination be made within ten (10) years of the effective date of the TIF Ordinance; and

WHEREAS, in order to comply with the requirements of the Act and to provide certainty as to the effective terms of the TIF Ordinance and the corresponding Increment District, the City finds that it is in the best interest of the overall success of the Project to establish the initiation, designation and official naming of Increment District “C”, as described in the TIF Ordinance.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Jenks, State of Oklahoma:

Section 1. Commencement Date. In accordance with the requirements of the Act and as contemplated by Section 5 of the TIF Ordinance, the City hereby determines that the Increment District referred to therein as Increment District “C” shall be named “Increment District No. 7, City of Jenks” and said Increment District is hereby created with an effective date of January 1, 2028 (referred to as the “Commencement Date”), and a termination date of December 31, 2052

(referred to as the “Expiration Date”), said Expiration Date representing a period not to exceed twenty-five (25) full fiscal years following the Commencement Date. All other provisions of the TIF Ordinance are hereby ratified and confirmed.

Section 2. Development Agreements. As provided in the Act, the City shall consider and take separate action with respect to such agreements and/or memoranda of understanding (collectively, the “Agreements”) as may be necessary and appropriate to implement the Project Plan, including but not limited to one or more Agreements with a public trust with the City as its beneficiary (referred to herein as the “Authority”), and a developer(s) (each acting through its duly designated corporate entity) governing allocations, accounting, disbursements, and other necessary procedures, all in accordance with the provisions of the Project Plan and the TIF Ordinance. Such Agreements may be adopted, supplemented, and/or amended as necessary prior to or following the Commencement Date.

Section 3. Severability. If any term, section, subsection, sentence, clause, phrase or portion of this Resolution is for any reason held invalid or unconstitutional, such term, section, subsection, sentence, clause, phrase or portion shall not affect the validity of the remaining portions of this Resolution.

Section 4. Necessary Action. The Mayor or Vice Mayor and City Clerk or Deputy City Clerk be and hereby are authorized and empowered to execute and deliver for and on behalf of the City any and all other documents or instruments reasonably necessary to accomplish the implementation of the Project Plan.

[Remainder of Page Left Blank Intentionally]

PASSED AND APPROVED THIS 19TH DAY OF AUGUST, 2025.

THE CITY OF JENKS, OKLAHOMA

(SEAL)

Vice-Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

STATE OF OKLAHOMA)
)SS
COUNTY OF TULSA)

I, the undersigned, City Clerk of the City of Jenks, Oklahoma, do hereby certify that the above and foregoing is a true, full and correct copy of an excerpt from the minutes of a meeting of the City Council of said City held on the date above stated, all as recorded in the official minutes of such meeting. I further certify that the “Open Meeting Law” was complied with for such meeting.

GIVEN UNDER MY HAND THIS 19TH DAY OF AUGUST, 2025.

(SEAL)

City Clerk

ECONOMIC DEVELOPMENT AGREEMENT

BY AND AMONG

**THE FIELDS ON ELM STREET, LLC,
an Oklahoma limited liability company**

and

JENKS ECONOMIC DEVELOPMENT AUTHORITY

and

CITY OF JENKS, OKLAHOMA

Dated as of August 19, 2025

ECONOMIC DEVELOPMENT AGREEMENT

This ECONOMIC DEVELOPMENT AGREEMENT (the “Agreement”) dated as of August 19, 2025, by and among THE FIELDS ON ELM STREET, LLC, an Oklahoma limited liability company (the “Developer”), JENKS ECONOMIC DEVELOPMENT AUTHORITY, an Oklahoma public trust (the “Authority”), and the CITY OF JENKS, OKLAHOMA, a municipal corporation (hereinafter called “City”), as beneficiary of the Authority.

WITNESSETH:

WHEREAS, the Authority has been created by a Trust Indenture dated as of July 22, 2021, for the use and benefit of the City under authority of and pursuant to the provisions of Title 60, Oklahoma Statutes 2021, Sections 176 to 180.4, inclusive, as amended and supplemented, the Oklahoma Trust Act and other applicable statutes of the State of Oklahoma; and

WHEREAS, among the Authority’s stated purposes are the support and promotion of economic development and commerce, and the design, construction and maintenance of infrastructure needed to promote economic development and growth within the geographic limits of the City; the development to such extent and in such manner as is now or hereafter shall be a proper public function of the City of such activities and facilities as are or may be deemed a proper public function for the furtherance of the economic, environmental, educational, scientific, recreational, and cultural development for the benefit of the City and its residents; and the development of industry and commerce for the purpose of fostering economic growth and stability and providing employment opportunities for the citizens and residents of the City and the State of Oklahoma and providing industrial, utility, and other necessary facilities for new and existing industries located within the City; and the Authority has determined that its undertakings and the performance of its obligations under this Agreement are authorizing and proper functions of the Authority's Trust Indenture; and

WHEREAS, a declared goal of the Authority is to encourage and facilitate economic development within and near the City by attracting new retail and commercial businesses to the Jenks area, and to promote the economic health and expansion of existing industry and commercial businesses within the City; and

WHEREAS, the Oklahoma Supreme Court has held that economic development is a legitimate public purpose for which public funds may be expended and that economic development in the City will allow the City to expand the type and scope of its services, including enhanced public improvements, police protection, fire protection and recreational facilities; and

WHEREAS, the City has adopted and approved the Jenks River District Economic Development Project Plan (as may be amended from time to time, the “Project Plan”) by Ordinance No. 1612 on March 21, 2023, as amended by Ordinance No. 1649 on September 3, 2024, and as may be further amended or supplemented (collectively, the “Local Act”), all pursuant to the Oklahoma Local Development Act, Title 62, Oklahoma Statutes, Section 850, *et seq.* as amended (the “Local Development Act”); and

WHEREAS, the City, by virtue of the Local Act, and as commenced pursuant to Resolution No. 878 adopted and approved by the City on August 19, 2025, has heretofore created Increment District No. 7, City of Jenks (as more specifically described herein, the “Increment District”), pursuant to the Local Development Act; and

WHEREAS, the Project Plan envisions the generation of substantial capital investment and creation of significant new housing and retail opportunities within a reinvestment area by establishment of the Project (as defined herein) within the Increment District; and

WHEREAS, the Developer is completing development of certain property within the Increment District, including construction of an approximately 270-unit condominium, an interactive sports facility, approximately 128,000 square feet of retail/commercial space within multiple buildings, and approximately six (6) outdoor baseball/softball fields and associated infrastructure completed across two different phases, subject to the terms and conditions herein provided; provided however, it is acknowledged and understood that a portion of the development, specifically a portion of the outdoor baseball/softball fields, may be located outside the boundaries of the Increment District; and

WHEREAS, the Authority recognizes that development of the Project will have both direct and indirect economic benefits for the City and through such development reasonably expects (i) to realize increased sales tax revenues from Project-based sales in the City, and purchases by Project facilities owners and their employees from local vendors; (ii) to realize increases in ad valorem revenues to be derived therefrom by the City, Tulsa County, Oklahoma (“Tulsa County”), Independent School District No. 5 of Tulsa County, Oklahoma and other local and area governmental entities from time to time benefiting therefrom; (iii) that the Project will generally enhance property values, both residential and commercial, within the City; and (iv) that the Project’s operation will otherwise contribute significantly to the economic well-being of the citizen of, and residents within and near, the City, and those in Tulsa County and the State of Oklahoma (the “State”) generally; and

WHEREAS, the Authority reasonably expects that the establishment of the Project will increase overall sales tax and property tax revenues of the City; and

WHEREAS, the Authority also recognizes that the Project and its operations will have additional direct and indirect economic benefits within and near the City, in Tulsa County and in the State of Oklahoma through, including without limitation, diversifying the local economy, providing economic stimulus for additional employment and other development, and predicated and/or providing training and employment opportunities in sales and management skills; and

WHEREAS, implementation of this Agreement, which is reasonably expected to facilitate the realization of the aforesaid economic benefits to the City and general area, would otherwise be difficult or impractical without certain development incentives, and apportionments and appropriations for such purposes of certain City economic incentives, other forms of public assistance, and the involvement the City; and

WHEREAS, the City and the Authority desire to assist, encourage and support the Project by providing assistance in development financing (as authorized under the Local Development Act,

as defined herein) to the Developer for the construction of public infrastructure and other site improvements in order to facilitate the Project and to encourage higher quality development so as to provide opportunities for full time employment for the residents in and around the geographical area of the City and the consequent benefits to the local economy that will derive therefrom; and

WHEREAS, implementation of the Project and the Project Plan will expand employment in the area, attract major investment, enhance the tax base, and make possible investment, development and economic growth which would otherwise be difficult or impossible without the apportionment sales and use taxes and other forms of public assistance to the Project; and

WHEREAS, the Authority and the City deem the execution of this Agreement providing for the implementation of the Project to be vital and in the best interests of the City, and the health, safety, and welfare of the State of Oklahoma and its residents in accordance with the public purposes of the Project and the Project Plan.

NOW, THEREFORE, in consideration of the promises and mutual obligations herein set forth and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereby covenant and agree with each other as follows:

ARTICLE I. DEFINITIONS

In each and every place in and throughout this Agreement, whenever the following terms are used, unless the context shall clearly indicate another or different meaning or intent, they shall have the following meanings; provided that, certain terms not otherwise defined will have the meaning given in the Local Act and/or the Project Plan:

“Agreement” shall mean this Economic Development Agreement dated as of August 19, 2025, entered into by and among the Developer, the City, and the Authority.

“Apportionment Fund” shall mean the Increment District No. 7, City of Jenks, Tax Apportionment Fund created pursuant to the Local Act and as further defined in the Security Agreement, which will be subdivided further between Phase 1 and Phase 2 (both defined below).

“Authority” shall mean the Jenks Economic Development Authority, a public trust having the City as beneficiary thereof.

“City” shall mean the City of Jenks, Oklahoma.

“Condominiums” shall mean an approximately 270-unit residential complex.

“Construction Plans” shall mean such architectural and engineering drawings, plans, specifications, and other documentation as may be reasonably necessary to describe the nature, scope, materials, quality, quantity, and other information requisite for the construction and fitting of improvements and/or structures included, or to be included, within the Project, which shall be subject to change in the course of the Authority’s normal and customary review and approval as part of the City’s permitting process.

“Developer” shall mean The Fields on Elm Street, LLC, an Oklahoma limited liability company, its successors and assigns.

“Increment District” shall mean Increment District No. 7, City of Jenks, Oklahoma, as established by the Local Act, generally described as the area bordered on the north and east by Polecat Creek, on the south by 111th Street, and on the west by Elwood Avenue. See Exhibit A for a map showing the Increment District. See Exhibit B for a legal description of the area of the Increment District.

“Ineligible Use” shall be a use which is of a quality less than the general quality of the restaurants and attractions located in Jenks, Oklahoma, as set forth in Section 4.8 herein. Should the Authority propose to declare a use as an ineligible one, Developer will be given notice and the opportunity to present the case for consideration and final decision by Authority.

“Local Act” shall collectively mean Ordinance No. 1612 adopted and approved by the City on March 21, 2023, commenced pursuant to Resolution No. 826 adopted and approved by the City on February 6, 2024, as amended by Ordinance No. 1649 on September 3, 2024, and as may be further amended or supplemented, all pursuant to the Oklahoma Local Development Act, Title 62, Oklahoma Statutes, Section 850, *et seq.* as amended.

“Local Development Act” shall mean the Oklahoma Local Development Act, Title 62, Oklahoma Statutes, Section 850, *et seq.* as amended.

“Occupant” means an occupant of the Project that is operating a restaurant, entertainment or recreation establishment, retail store, residential community, or lodging facility within the Project and either (a) owns fee simple title to the site of its restaurant, entertainment or recreation establishment, retail store, residential community, or lodging facility, or (b) operates its restaurant, entertainment or recreation establishment, retail store, residential community, or lodging facility pursuant to a written lease agreement with Developer or its assigns. For the avoidance of doubt, any non-commercial resident of a residential community (i.e., the Condominiums) shall not be considered an Occupant for purposes of undertaking any obligations under this Agreement.

“Participant” shall mean any Occupant, purchaser, ground lessee or successor that acquires any interest in the Project Site but specifically excluding any shareholder of a corporation, any member of a limited liability company, or any partner of a partnership of an entity that purchases, leases or successor that acquires any interest in the Project Site.

“Phase 1” shall mean the development of the Condominiums, an interactive sports facility, approximately 118,000 square feet of retail/commercial space within multiple buildings, and supporting infrastructure.

“Phase 1 Commencement Date” shall mean the date of completion of the Condominiums. For purposes of this Agreement, the phrase “complete Phase 1” shall be defined as the Developer constructing or causing to be constructed the Condominiums by a date not later than three (3) years after the issuance of a building permit for the Condominiums, subject to any extensions pursuant to Section 6.14. Completion shall be evidenced by the issuance of a valid Certificate of Completion as set forth in Section 5.7 herein.

“Phase 2” shall mean the development of approximately 10,000 square feet of retail/commercial space, approximately six (6) outdoor baseball/softball fields, and supporting infrastructure.

“Phase 2 Commencement Date” shall mean the date of completion of Phase 2 (defined below). For purposes of this Agreement, the phrase “complete Phase 2” shall be defined as the Developer constructing or causing to be constructed Phase 2 (defined below) by a date not later than three (3) years after the issuance of a building permit for Phase 2, subject to any extensions pursuant to Section 6.14. Completion shall be evidenced by the issuance of a valid Certificate of Completion as set forth in Section 5.7 herein.

“Project” shall mean the development of the Project Site into Phase 1 and Phase 2 within the Increment District, all as more specifically described in Article II herein.

“Project Architect” shall mean the any architect retained by Developer (or an assign or successor thereto) for the design of the Project.

“Project Costs Reimbursement Obligation” shall mean that obligation to reimburse the Developer for the costs of the Project Site Improvements as described in Section 3.2 herein.

“Project Plan” shall mean the Jenks River District Economic Development Project Plan dated January 27, 2023, as may be amended from time to time, adopted and approved by the City pursuant to the Local Act and the Oklahoma Local Development Act, Title 62, Oklahoma Statutes, Section 850, *et seq.* as amended.

“Project Site” shall mean the property described in Exhibit D comprising a portion of the Increment District, owned by the Developer (or an assign(s) or successor(s) thereto), and located within the boundaries of the Increment District. See Exhibit A for a map showing the Increment District. See Exhibit B for a legal description of the area of the Increment District. See Exhibit C for a preliminary Project Site Development Plan. See Exhibit D for a legal description of the Project Site. For the avoidance of doubt, the Developer’s interest in and to certain portions of Project Site and/or portions of the Tax Increment derived therefrom may be assigned, sold, released, excluded, or otherwise conveyed from time to time, as provided in Section 3.2(C)(4) and Exhibit D herein.

“Retail Sales” or “retail sales” shall mean any and all sales that are subject to sales tax or use tax within the State of Oklahoma.

“Project Site Improvements” shall mean the infrastructure and other site improvements to be constructed by the Developer as contemplated in Section 2.1.

“Security Agreement” shall mean the Security Agreement dated as of August 19, 2025, by and between the City and the Authority.

“Tax Increment” shall mean the incremental portion of (i) sales and use tax revenue generated within the Increment District attributable to the Project, representing 100% of the Sales Tax Increment Revenues (as defined in the Project Plan, an amount equal to a two percent (2.0%) sales and use tax, representing approximately 56.34% of the incremental sales and use tax revenue based on a total of 3.55% sales and use tax levied by the City as of the date of this Agreement) derived from

retail sales at the Project Site, less any applicable Transfer Adjustments, as defined in the Project Plan, (ii) seventy five percent (75%) of the incremental ad valorem tax revenue generated within the Increment District attributable to the Project, representing 75% of the Ad Valorem Increment Revenues (as defined in the Project Plan) derived from the Project Site, (iii) 100% of the Hotel Tax Increment Revenues (as defined in the Project Plan, an amount equal to all of the five percent (5.0%) hotel/motel tax levied by the City pursuant to Chapter 7, Article 15, Section 7-15-1 *et seq.*, of the Jenks Code of Ordinances), and (iv) 100% of the portion of eligible reimbursements of the Leverage Act Incremental Revenues (as defined in the Project Plan) derived within and attributable to the Project Site. Additionally, the Authority agrees to dedicate 100% of the portion of eligible reimbursements of the Leverage Act Incremental Revenues derived outside the Project Site to the payment of the Project Cost Reimbursement Obligation for the first five (5) calendar years after the Phase 1 Completion Date; provided however, the Authority shall be entitled to release any excess amounts from time to time for the payment of other Project Costs and/or debt service thereon. For purposes of this Agreement, the Tax Increment shall expressly exclude (a) 25% of the Ad Valorem Increment Revenues derived from the Project Site (said amount to be apportioned to the Jenks School District as described in the Project Plan), (b) 100% of the Ad Valorem Increment Revenues derived outside the Project Site, (c) 100% of the Sales Tax Increment Revenues derived from retail sales outside the Project Site, (d) 100% of the Hotel Tax Increment Revenues derived outside the Project Site, and (e) any construction related sales and use tax revenue qualifying as Sales Tax Increment Revenues. Further, the Tax Increment shall also exclude any amounts of Sales Tax Increment Revenues and/or Ad Valorem Increment Revenues and/or Hotel Tax Increment Revenues and/or Leverage Act Increment Revenues generated from a defined portion of the Project Site, as may be determined from time to time by the Developer, for the purpose of promoting additional development within the Project Site or the Increment District, said exclusion to be evidenced in writing by the Developer and set forth in Exhibit D attached hereto.

“Transaction Agreements” shall mean this Agreement and the Security Agreement.

ARTICLE II. NATURE OF THE AGREEMENT

2.1. **SCOPE OF THE PROJECT.** The City desires to encourage economic development in the City by facilitating the payment of the costs of essential infrastructure improvements and remedial costs necessary to make certain property viable for development, all in a manner that encourages commerce, increases retail opportunities, and generates a corresponding growth in the local tax base. The Developer heretofore acquired approximately 80.67 undeveloped acres of property located within the Increment District (i.e., the “Project Site”) for purposes of developing or causing development of, the Project. The Developer proposes to invest or cause to be invested up to \$258 million of design and construction costs to construct the Project. The Project is preliminarily projected to generate over \$40 million in net new annual retail sales, resulting in approximately \$1.4 million in new annual sales tax revenues for the City (based upon a total of 3.55% sales and use tax levied by the City as of the date of this Agreement). Additionally, preliminary estimates indicate that the ad valorem taxable value of the improvements will generate approximately \$2.2 million in new annual ad valorem tax revenues.

Economic incentives are proposed in the form of assistance in development financing in the maximum aggregate amount of \$49,500,000, plus interest thereon, for Phase 1 and \$5,500,000, plus interest thereon, for Phase 2, both payable to the Developer from the Tax Increment. The

approximately 43.56% of the total sales and use taxes generated by the Project and not utilized for the Project Costs Reimbursement Obligation or other authorized Project Costs under the Project Plan will directly benefit the City's quality of service to its residents. The 25% of the total ad valorem taxes generated by the Project and not utilized for the Project Costs Reimbursement Obligation or other authorized Project Costs under the Project Plan will directly benefit Jenks Public Schools.

The following infrastructure and other site improvements (in addition to the construction of the Project) are the Project Site Improvements contemplated as the purpose of the assistance in development financing, in the maximum aggregate amount of \$55,000,000, plus interest thereon (collectively, the "Project Costs Reimbursement Obligation", as more fully described in Article III herein):

- A. 106th Street Extension, to include an extension of 106th Street east from Elm Street to Polecat Creek.
- B. Water, to include offsite water lines and onsite water distribution system.
- C. Sanitary Sewer, to include offsite lift station and utility adjustments, onsite sanitary systems, and improvements to existing public sanitary sewer lines.
- D. Storm Sewer/Drainage, to include all erosion control and storm water management systems.
- E. Grading, to include site preparation, and all earthwork operations, including fill.
- F. Public Entertainment, to include playground, public amenities, shade structures, fountains, hardscape finishes, green space, pedestrian thruways, and artwork.
- G. Roads and Bridges, to include offsite road construction, including traffic signals, associated electric, sidewalks, surface parking, drives and associated amenities.
- H. Surface Parking, public service parking.
- I. Utilities/Electric, to include adjustments to public and private utilities, addition of OH electrical line service at northwest corner, and addition of a primary electric extension at northeast corner.
- J. Land Acquisition, to include the costs associated with the market value of the Project Site.
- K. Landscape/Signage, to include site landscaping, pylon sign, monument signs, and directional/wayfinding signage.
- L. Professional Fees, to include general contractor, architectural and engineering, and all consultants.

- M. Other Costs, to include other public improvements constructed by the Developer and approved by the City for reimbursement.
- N. Contingency/Interest, to include 20% contingency on hard and soft costs (but only for actual expenditures, and not to exceed \$55,000,000 in aggregate total reimbursable costs), and interest accruing at a rate of not-to-exceed 7.5% from the date of expenditure (as set forth in Article III herein); provided interest shall not be considered part of or subject to the not to exceed \$55,000,000 in aggregate limit as to total reimbursable costs.

The Developer, and Participants as applicable, shall be solely responsible for paying the costs of the Project Site Improvements, including the costs of constructing the Project. Notwithstanding the foregoing, additional Project Costs may be incurred by agreement of the parties as may be specifically authorized under the Project Plan. The Authority and City acknowledge that the Developer may, at any time and in its sole discretion, determine to expand the scope of the Project and/or to construct a subsequent phase of the Project, and further agrees that any such Project expansion or additional phase may be governed by a separate economic development agreement, subject to approvals by the parties thereto. Further, the Authority and the City acknowledge that, upon written approval by the Developer, a portion of the Tax Increment may be released from the payment of the Project Costs Reimbursement Obligation for the purpose of accomplishing additional development within the Increment District and/or the payment of other project costs described in the Project Plan. Nothing herein shall prohibit the Developer, the Authority, and/or the City from seeking, obtaining, and applying available state, federal, or other funding to the payment of certain Project Site Improvements in lieu of including said Project Site Improvements as Project Costs under the Project Plan.

For the avoidance of doubt, the Developer shall not be obligated to complete, or cause to be completed, the entire Project (except the portions otherwise indicated in Section 4.2(A)). The failure of Developer to complete the entire Project shall only result in less Tax Increment being generated by the Project.

The Project will be financed from a combination of public and private sources, including apportionment of certain ad valorem, sales and use tax increments, and hotel/motel tax increments generated within or sourced to Increment District No. 7, City of Jenks, established in connection with the Project. It will require a combination of public and private actions for implementation. The Authority and the City shall provide monetary assistance in development financing (as authorized by Section 853(14)(o) of the Local Development Act) to the Developer pursuant to the terms of this Agreement in connection with the Project Costs Reimbursement Obligation.

2.2. RELATIONSHIP OF THE AUTHORITY, CITY, AND DEVELOPER.

A. The undertaking of this Project is a complex process which will require the mutual agreement of the Authority, the City, and the Developer and their timely actions on matters appropriate or necessary to Project implementation. Each of the parties hereto shall use reasonable efforts in good faith to perform and to assist the other parties in performing their respective obligations under this Agreement, including specifically the performance of obligations hereinafter

set forth in Article III and Article IV if the Developer in its sole discretion decides to build the Project.

B. The parties understand, acknowledge and agree that the Developer, and any Participants as applicable, shall be solely responsible for constructing and completing or, causing the construction and completion of, any and all Project Site Improvements. Accordingly, and notwithstanding anything to the contrary in this Agreement, nothing herein or any of the other Transaction Agreements shall be deemed to impose any obligations on the Developer for the construction or completion of the Project Site Improvements or for any activities or obligations related to such construction.

2.3. **OTHER GOVERNMENTAL APPROVALS.** The implementation of this Project will require approvals by other governmental entities and the City in accordance with applicable laws, ordinances, and regulations. The Authority and the City will in good faith use their best efforts to obtain and expedite the necessary approvals, to the extent applicable, for the construction of the Project, to the extent the Authority or the City has the authority to grant approval. The Authority and the City, with the reasonable cooperation of the Developer, and any Participants as applicable, shall be responsible for assisting the Developer, and Participants as applicable, in complying with applicable requirements, filing appropriate applications, and taking other steps necessary or desirable to expedite and obtain the approvals necessary for undertaking and implementing the Project Site Improvements and, to the extent applicable, the construction of the Project. Any normal and customary expenses related to said approvals shall be the responsibility of the Developer, but shall constitute eligible costs of Project Site Improvements for purposes of the Project Costs Reimbursement Obligation. The Authority agrees that the City Manager's or City Council's approval of the Construction Plans shall also constitute the Authority's approval thereof.

2.4 **PRIOR AGREEMENTS SUPERSEDED.** This Agreement shall replace and supersede in all respects any prior agreements, including any and all amendments and supplements thereto.

ARTICLE III. COVENANTS AND OBLIGATIONS OF THE AUTHORITY AND CITY

3.1. **COLLECTION OF APPORTIONED TAX INCREMENTS.** The Authority and or the City shall promptly collect the Tax Increment as generated pursuant to the Local Act and the Project Plan, and shall maintain such funds in the Apportionment Fund for the purposes set forth in the Local Act and the Project Plan.

3.2. **THE PROJECT COSTS REIMBURSEMENT OBLIGATION AND USE OF REMAINING TAX INCREMENT REVENUES.**

A. The Authority hereby agrees to reimburse the Developer for the costs of Project Site Improvements incurred by Developer and/or Participants, and said reimbursement shall be made solely from the Tax Increment revenues generated within or sourced to the Project Site within the Increment District as described herein; provided that said reimbursement shall not exceed an amount equal to Forty-Nine Million Five-Hundred Thousand and NO/100 Dollars

(\$49,500,000.00) upon the Phase 1 Commencement Date occurring (the “Phase 1 Project Costs Cap”) and Five Million Five Hundred Thousand and NO/100 Dollars (\$5,500,000.00) upon the Phase 2 Commencement Date occurring (the “Phase 2 Project Costs Cap” with the Phase 1 Project Costs Cap and the Phase 2 Project Costs Cap referred herein collectively as the “Project Costs Cap”), and provided further, said reimbursement shall contain an interest component not-to-exceed 7.5% (calculated on the basis of a 360 day year and number of actual days elapsed) from the date of incurrence of the costs of the Project Site Improvements described in Section 2.1 herein (collectively, the “Project Costs Reimbursement Obligation”). To avoid confusion, the Project Costs Cap shall not be imposed upon the interest component accruing against the costs of the Project Site Improvements. The Authority and the City shall be entitled to rely on certifications made by the Developer with respect to the amounts and times of payment of such costs, and shall further have reasonable rights of inspection (but not an obligation to inspect, except as may be provided by applicable law) with respect to the work so completed; provided that the representatives of the City and/or the Authority conducting such inspections shall provide reasonable notice to the Developer and shall comply with the Developer’s site security and safety requirements.

B. The Authority and the City agree to utilize the Tax Increment revenues generated within or sourced to the Project Site within the Increment District for the payment of the Project Costs Reimbursement Obligation. Said Tax Increment revenues generated within or sourced to the Increment District shall be applied first to the payment of the accrued interest component and then to the reduction of the principal amount of said costs. Said payments shall be effective as of the date said payments are received by the Developer. As utilized in this Agreement, the phrase “generated within or sourced to the Project Site within the Increment District” contemplates all ad valorem tax revenues generated on the real or personal property located at the Project Site within the boundaries of the Increment District, along with all sales and use tax revenues of the City on retail sales at the Project Site within the Increment District.

C. The Project Costs Reimbursement Obligation, and the application of Tax Increment revenues thereto, shall be subject to the following limitations:

1. All costs of the Project Site Improvements shall be deemed paid by the Developer (and/or Participant) as of the date of issuance of a check, warrant, or other form of payment lists. The Developer shall submit payment notice(s) in substantially the form attached hereto as Exhibit E with supporting documentation. The Authority and the City shall have the right to request and review itemized invoices to third party payees prior to approval of said payment notice(s).
2. The Authority and the City agree that they shall fully and completely satisfy the Project Costs Reimbursement Obligation prior to the use of the Tax Increment (as expressly defined herein) to reimburse the City, the Authority, or any other public trust for the benefit of the City or any other party for any qualified costs and expenses subject to payment or reimbursement under the Project Plan.
3. For the avoidance of doubt, interest on the Project Costs Reimbursement Obligation may accrue from the date of expenditure by or on behalf of the Developer, which date may be prior to the Phase 1 Commencement Date and/or

Phase 2 Commencement Date, and which date may be prior to the date of this Agreement.

4. The Developer may from time to time propose the exclusion of any portion(s) of the Tax Increment from the payment of the Project Costs Reimbursement Obligation by updating Exhibit D attached hereto. Upon execution of any update to Exhibit D, the pledge of the Tax Increment pursuant to Section 3.3 herein shall be deemed to be amended for all purposes, and said excluded portion of the Tax Increment may be paid to a third party pursuant to the terms of a separate development agreement; provided however, any exclusion shall not reduce the amount of the Project Costs Reimbursement Obligation unless expressly authorized in writing by the Developer.

5. In the event that the Developer ceases operations at the Condominiums prior to expiration of the Increment District for any reason other than a Temporary Cessation, Casualty or event of Force Majeure, the Authority's obligation to make Project Cost Reimbursement Obligation payments shall immediately cease on the date the Developer so ceased operations (the "Permanent Cessation Date"), provided that the Authority shall pay to the Developer any of the Tax Increment attributable to the Project occurring during the term of the Agreement prior to the Permanent Cessation Date even if received by the City after the Permanent Cessation Date. "Temporary Cessation" shall mean a cessation of the operations at the Project for renovations, remodeling and/or other business purposes for a continuous period of less than nine (9) calendar months. Provided that, construction occurring on Phase 2 of the Project after the Condominiums or portions of Phase 1 are constructed shall not constitute Temporary Cessation of Phase 1 unless the Condominiums and/or businesses located within are not accessible to the public or residents of the Condominiums. "Casualty" shall mean the Project is wholly or partially destroyed by fire, earthquake, flood or similar casualty that renders the Project unfit for the intended purpose, as determined by the Developer in its reasonably exercised judgement. "Force Majeure" shall mean and refer to (a) labor disputes, strikes, lockouts or action of labor unions; (b) inability, after expending reasonable efforts, to procure labor or general shortage of labor, equipment, facilities, materials or supplies in the ordinary course on the open market; (c) fires, earthquakes, floods, tornadoes, explosions, actions of the elements, severe and adverse weather conditions or other acts of God; (d) war, invasion, riots, insurrections, civil commotion, mob violence, sabotage, act of the public enemy, or terrorist acts; (e) condemnation, requisition, moratorium, unusual delay in transportation, unforeseeable acts or failures to act by any governmental entity or their respective agents or employee or unforeseeable governmental restrictions (including delays related to pandemics or governmental responses thereto), regulations or controls; (f) delays in supply chain resulting directly or indirectly from tariffs or other similar government action or (g) other causes beyond the reasonable control of the Developer after the exercise of due diligence; provided, Force Majeure shall not include delays caused by the Developer's lack of, or inability to obtain, funds. Accrual of interest on the Project Costs

Reimbursement Obligation shall be suspended during the term of any Temporary Cessation, Casualty or event of Force Majeure.

6. Upon expiration of the Increment District pursuant to the Local Act, any remaining but unpaid amount of the Project Costs Reimbursement Obligation shall immediately thereafter be extinguished; provided however, such amounts of the Tax Increment that may be received by the City following the expiration of the Increment District shall be applied to any remaining amount of the Project Costs Reimbursement Obligation.

D. The Authority will pay quarterly to the Developer, on or before the first day of the second month following the end of each calendar quarter after the Phase 1 Commencement Date or Phase 2 Commencement Date (as applicable and including the calendar quarter in which the Commencement Date occurs), the amount of the Tax Increment collected for the previous calendar quarter. The parties specifically agree that the foregoing payments shall reflect an amount equal to the Tax Increment; provided however, the City shall have no obligation to make any payments to the Developer until the Developer has completed the Condominiums, as described herein.

1. Developer shall provide to the Authority and the City a list of the operating businesses of the Project as of the Phase 1 Commencement Date and then as of January 1st of each year. For the avoidance of doubt, the parties agree that the Developer shall not be required to report separately or disclose directly to the City or the Authority any sales figures of any nature, such figures being proprietary and confidential to the extent permitted by law. All parties with access to such information shall keep same strictly confidential as provided in the Oklahoma Open Records Act, Title 51, Oklahoma Statutes, Section 24A.1 *et seq.*, and shall not disclose same to any other party without the Developer's and the applicable Occupant's prior written consent, except as may be required by law. Nothing herein shall be deemed to prevent the Developer from challenging the calculation of the Sales Tax Increment Revenue comprising the Tax Increment if the Developer reasonably believes said amount was calculated incorrectly.

2. The City shall be entitled to rely, at least on a quarterly basis, on any report(s) from the Oklahoma Tax Commission to validate and/or confirm the amount of sales tax generated from the Project Site boundaries. Developer shall cooperate with the City and the Oklahoma Tax Commission to provide and/or otherwise obtain the information necessary to determine the Tax Increment for the applicable period.

3. The City and the Authority acknowledge that the information regarding sales tax revenue and certain other information provided by the Developer to the City and/or the Authority under this Agreement is commercial or financial information which is considered proprietary and confidential by the Developer or the Occupants and may also be considered confidential by the Oklahoma Tax Commission, according to Title 68 of the Oklahoma Statutes. The Developer asserts that the disclosure of such sales tax revenue information could cause competitive harm to the Developer. To the extent permitted by law, including the

Oklahoma Open Records Act, Title 51, Oklahoma Statutes, Section 24A.1 *et seq.*, the City and the Authority shall maintain the confidentiality of the sales tax revenue and other information relating to the marketing plans, financial statements, trade secrets or any other proprietary information submitted to the City or the Authority under this Agreement (collectively, the “Confidential Information”). The City and the Authority will endeavor to notify the Developer or the appropriate Occupant or requests for Confidential Information, but are not obligated to take any specific legal measures to resist disclosure of same except to the extent any such Confidential Information is required to be treated as confidential under applicable law.

3.3. PLEDGE OF APPORTIONED TAX INCREMENTS; ISSUANCE OF TIF BONDS.

A. The Authority shall pledge, and agrees to take any other actions as shall be necessary to confirm or perfect such pledge, one-hundred percent (100%) of the apportioned Tax Increment pertaining to the Project Site within the Increment District (as said Tax Increment is described in the Security Agreement, less such amounts as approved in writing by the Developer), at such times and in such amounts as the Tax Increment may be received, to the payment of the obligations set forth in Section 3.2 herein. Additionally, the Authority shall pledge, and agrees to take any other actions as shall be necessary to confirm or perfect such pledge, one-hundred percent (100%) of the Leverage Act Increment Revenues derived outside the Project Site to the payment of the Project Costs Reimbursement Obligation for the first five (5) calendar years after the Phase 1 Commencement Date, in such amounts and at such times as shall be necessary to fully amortize the repayment of said Project Cost Reimbursement Obligation by the expiration of the Increment District; provided however, the Authority shall be entitled to release any excess amounts from time to time for the payment of other Project Costs and/or debt service thereon. For the avoidance of doubt, the phrase “fully amortize the repayment of said Project Cost Reimbursement Obligation” shall contemplate a level amortization of the full amount of the Project Cost Reimbursement Obligation, assuming a fixed interest rate of not-to-exceed 7.5% (calculated on the basis of a 360 day year and number of actual days elapsed), over the remaining term of the Increment District. The applicable amount of Leverage Act Increment Revenues derived outside the Project Site and applied to the payment of the Project Cost Reimbursement Obligation from time to time shall be difference of the amortized payment requirement less all other available Tax Increment revenues. If the amount of all other available Tax Increment revenues exceeds the amortized payment requirement in any given payment period, the application of Leverage Act Increment Revenues derived outside the Project Site shall not be required for that payment period.

B. The Authority and the City have determined that the allocation of available Leverage Act Increment Revenues derived outside the Project Site are necessary and appropriate to support the Project. A portion of the Project Site Improvements constitute public improvements that have benefit beyond the proposed Project and would likely be completed by the City at some future date regardless of the development proposed by this Agreement. These improvements include, but are not necessarily limited to, storm sewer, sanitary sewer, water lines, street improvements, including earthwork, public streets, and walking trails, and related engineering.

C. This Agreement is intended to constitute a “security agreement” under the Uniform Commercial Code of the State of Oklahoma, and the City and the Authority acknowledge that the Developer may make a UCC filing to perfect its security interest in the Tax Increment revenues. Tax Increment revenues in excess of that needed for payment of said obligations shall be applied as set forth in the Project Plan. The City reserves the right (but not the obligation) to direct other available funds, including but not limited to other revenues derived from the Increment District and proceeds of obligations issued to pay Project Costs of the Increment District, to the payment or pre-payment of the Project Costs Reimbursement Obligation.

D. The Developer has requested the Authority issue its tax apportionment bonds (the “TIF Bonds”) to advance fund all or a portion of the Project Cost Reimbursement Obligation. Such an undertaking may require certain financial commitments of the Developer relating to the marketability of and security for the TIF Bonds. Such commitments may include, but not be limited to, (i) a mortgage of certain assets of the Project and/or the Developer as additional collateral for the repayment of the TIF Bonds, (ii) certain covenants with respect to maintenance of a minimum assessed valuation of the Project, and (iii) release or subordination of the security interest in the Tax Increment created pursuant to this Agreement. The parties hereto acknowledge that this paragraph is in no way intended to be binding on any of the parties, and the issuance of any TIF Bonds and any obligations of the Developer with respect to said TIF Bonds shall be set forth in a separate agreement. The Authority agrees to negotiate in good faith with the Developer for the potential issuance of TIF Bonds, but the parties acknowledge that the issuance of TIF Bonds is subject to favorable market conditions that cannot be accurately predicted as of the date of this Agreement.

3.4. ALLOCATION OF PROJECT COSTS.

A. Pursuant to this Agreement, the total Project Costs (including specifically the costs of Project Site Improvements) that may be paid from apportioned Tax Increment revenues are estimated to be and shall not exceed the Project Costs Cap. The interest component pertaining to the Project Costs Reimbursement Obligation shall not be subject to the Project Costs Cap and interest shall accrue at an interest rate not-to-exceed 7.5% pursuant to Article II and shall be payable in addition to the reimbursement of the costs associated with the Project Site Improvements.

B. In the event that the Project Site Improvements exceed the amounts designated within the Project Costs Reimbursement Obligation, the Developer shall bear the responsibility of completing said Project Site Improvements from its own funds.

3.5. TERM OF DISTRICT. The Authority and the City agree not to take or omit to take any action that would in any way contribute to or cause the elimination of any portion of the area or duration of the Increment District or that would in any way reduce or otherwise jeopardize the Tax Increment to be apportioned from the Project Site within Increment District; provided however, this provision shall not be construed to prohibit the City, from time to time in the normal course of its legislative powers, from proposing changes in taxing measures that may impact the applicable levies and resulting Tax Increment.

3.6. OTHER ACTIONS. The City and the Authority agree to take such other reasonable actions as may be appropriate or desirable to support the implementation of the Project including, by way of example, assistance in qualifying for tax incentives and exemptions, and other appropriate assistance to facilitate the Project.

3.7. OBSERVANCE OF THE SECURITY AGREEMENT. The Authority hereby agrees to keep, perform, and observe faithfully all of the covenants, conditions, and requirements imposed upon it in the Security Agreement. The Authority agrees that any material breach by the Authority or the City of the Security Agreement shall constitute a material breach by the Authority and the City of this Agreement.

ARTICLE IV. COVENANTS AND OBLIGATIONS OF THE DEVELOPER

4.1. DEVELOPMENT OF PROJECT SITE. In accordance with the provisions of this Agreement, the Developer shall develop and/or shall enter into lease or sale arrangements with Participants for the development of the Project Site; provided, that nothing in this sentence shall require or be construed to require the Developer to waive rights that are, or accept agreements or provisions that are not, customary or reasonable. The Developer shall provide to the City periodic updates to the Project Site Development Plan and Construction Plans for the development of the Project Site, which said documents shall be consistent in all respects with any applicable provisions of the City's Zoning Ordinances and Building and Land Subdivision Codes, and the Engineering Design Criteria Manual. The Project Site Development Plan shall consist of conceptual drawings depicting the preliminary scale, placements, and design of the Project. The Developer and any Participant shall construct the Project Site in substantial conformance with the Construction Plans and thereafter maintain the Project Site in good order and condition. The parties understand, acknowledge and agree that the Developer shall be solely responsible for constructing and completing or causing the construction or completion of any and all improvements to the Project Site, except as specifically provided herein.

4.2. DEVELOPMENT OF THE PROJECT. The Developer shall use reasonable efforts to commence and thereafter diligently complete construction of the Project on the Project Site. The Developer agrees to construct and equip or cause to be constructed and equipped, the Project in substantial conformance with the Construction Plans, and in a manner consistent with the Development Timeline and Obligations of the Developer contained in Section 4.3, as follows:

A. The Developer shall, at its sole cost, develop, construct or cause the Condominiums to be constructed by a date not later than December 31, 2029, subject to any extensions pursuant to Section 6.14;

B. The Developer shall pay all costs, or cause all costs to be paid, of the Project Site Improvements constructed and as described in Section 2.1 herein. Provided that, in the event components of the Project are not completed, the Developer shall only be obligated to pay portion of the costs actually incurred for the Project Site Improvements it constructed.

4.3. DEVELOPER AGREEMENT TO PROJECT COSTS REIMBURSEMENT OBLIGATION. To support the Project, the Developer agrees to pay all or cause to be paid all costs of the Project Site Improvements constructed, provided however, the Developer may be

reimbursed for the costs of the Project Site Improvements through the Project Costs Reimbursement Obligation as set forth in Section 3.2 of this Agreement. The Developer agrees to furnish to the Authority and the City payment notice(s) in substantially the form attached hereto as Exhibit E with supporting documentation as set forth in Section 3.2(C)(1) of this Agreement. The Developer further consents and agrees to the limitations for application of Tax Increment revenues set forth in Section 3.2(C) of this Agreement.

4.4. AD VALOREM TAX, SALES TAX, AND HOTEL TAX PAYMENTS; CONSTRUCTION PURCHASES. The Developer agrees and understands that the payment of the Project Costs Reimbursement Obligation is directly dependent upon the Developer's success with respect to the Project in a manner that will generate sufficient Tax Increment revenue to pay the Project Costs Reimbursement Obligation. The Developer agrees to remit or cause to be remitted all ad valorem taxes, sales taxes, and hotel taxes for which it is legally obligated to remit in a timely manner. All payments of ad valorem taxes shall be made to the Tulsa County Treasurer at the times and in the amounts ordinarily required by law. All payments of sales taxes shall be made to the Oklahoma Tax Commission at the times and in the amounts ordinarily required by law. All payments of hotel taxes shall be made to the City at the times and in the amounts ordinarily required by law. The Developer shall request that all contractors for the construction of the Project cause, to the extent it is commercially reasonable to do so, all construction purchases to be delivered to the Project Site and use the appropriate Jenks street address for such purchases and deliveries.

4.5. PROJECT FINANCING. The Developer shall provide, or cause to be provided, all financing for the development of the Project Site; provided however, the Developer shall be reimbursed for the Project Site Improvements described herein pursuant to the terms of the Project Costs Reimbursement Obligation. The Developer shall be responsible for and pay all costs in excess of budgeted amounts pursuant to Section 3.4 of this Agreement.

4.6. REPORTING. The Developer shall provide consolidated reports (not less frequently than annually) listing all Participants operating within the Project Site, as described in Section 3.2(D)(1) herein. Such reports shall be made as long as the Increment District created pursuant to the Local Development Act remains in effect.

4.7 DEDICATION OF RIGHTS-OF-WAY AND EASEMENTS. The City acknowledges and agrees that all necessary dedications of rights of way, utility easements and other easements within the Project Site shall be made in the final plat submitted by the Developer and adopted by the City. The Developer shall be responsible for all on-site development fees and storm water detention and is responsible to meet all City development standards and fees.

4.8 PERFORMANCE AND TERMINATION; INELIGIBLE USES; OTHER REPRESENTATIONS.

A. Performance and Termination. In the event the Developer fails to meet the Developer's obligations outlined in Sections 4.2 and 4.3 herein after the City provides the Developer with notice of such failure and a reasonable opportunity to cure, the Authority, at its sole discretion, may terminate this Agreement by giving written notice to the parties and addresses listed in Section 6.11.

B. Ineligible Uses. In the event that the Project or any portion thereof is used for an Ineligible Use, then the sales tax portion of the Tax Increment (if any) allocable to such Ineligible Use shall not be applied to the Project Costs Reimbursement Obligation under this Agreement. Nevertheless, any Occupant participating in an Ineligible Use shall be subject to the rights of the City and waivers of confidentiality set forth herein above.

C. Any proposed Occupant(s) that cease operations at their existing location within the City and relocate to within the Increment District shall not be included in the calculation of the sales tax portion of the Tax Increment; provided however, with respect to any proposed Occupant(s) that opens an additional Jenks location within the Increment District shall be included in the calculation of the sales tax portion of the Tax Increment so long as all other existing location(s) remain open for business. The City reserves the right to exclude from the sales tax portion of the Tax Increment any portion allocable to an Ineligible Use.

D. [Reserved]

E. [Reserved]

F. [Reserved].

G. The Developer will use reasonable efforts to use qualified City labor and suppliers under this Agreement, provided however; the Developer may in its sole discretion select suppliers and contractors based on program needs, criteria, and standards.

H. By execution of this Agreement, the Developer certifies that it is a company in good standing under the laws of the State in which it was formed or organized, and has provided the Authority sufficient evidence of such. In addition, the Developer certifies that it owes no delinquent taxes to any taxing unit of this City or County at the time of execution of this Agreement.

I. [Reserved]

J. The Developer will furnish to the Authority and City timely updates throughout the term of the Agreement or as requested by the Authority or City, regarding the general project status, market and general summary financial updates regarding the Developer related to the Project contained herein.

K. The parties' or their representatives will meet as needed to implement the terms of this Agreement and will make a good faith attempt to informally resolve any disputes or issues related to this venture.

4.9 REQUIREMENTS FOR AGREEMENTS WITH SUCCESSOR PARTICIPANTS. The Developer, in all agreements entered into with any purchaser, ground lessee or successor that acquires any interest in the Project Site from Developer prior to receiving a Certificate of Completion (other than as a tenant of space within the Project) (a "Successor Participant") shall provide the following:

A. The Successor Participant shall agree to assume the obligations of the Developer as a successor in interest, as applicable to the particular portion of the Project assumed by the Successor Participant, and develop in accordance with this Agreement, the Project Plan, and any other plans related to the Development as adopted or approved by the City or a public entity designated by the City.

B. The Successor Participant shall submit to the Developer such documents as necessary to fix and describe the size and character of their development as to structural, mechanical, and electrical systems, materials, components, and other such essentials in order to show the nature, quality, and appearance of the development to ensure their conformance with the requirements of the Project Site Development Plan and Construction Plans to be approved by the City as set forth in this Agreement. The Developer shall submit such documents to the City for its review and approval in accordance with Sections 4.1 and 5.6 of this Agreement.

C. [Reserved]

D. The Successor Participant shall request that all contractors for the construction of applicable portion of the Project cause, to the extent it is commercially reasonable to do so, all construction purchases to be delivered to the construction site on the Project Site and use the appropriate City of Jenks, Oklahoma, street address for such purchases and deliveries.

E. The Successor Participant shall permit the representatives of the City access to the development in accordance with Section 6.2. No compensation shall be payable nor shall any charge be made in any form by any party for the access provided for in this Section and such party shall be independently insured against any injury sustained or damages caused while giving such access.

F. The Successor Participant shall be restricted from using any portion of the Project Site for the operation of any of the types of business not approved by the applicable zoning of the City of Jenks, Oklahoma.

G. [Reserved]

So long as the foregoing requirements of this Section 4.9 are included in any agreements between the Developer and any Successor Participant, the Developer may sell, ground lease, or otherwise convey portions of the Project Site prior to receiving a Certificate of Completion in accordance with Section 5.7 of this Agreement.

4.10 [Left Blank Intentionally]

4.11 OTHER ACTIONS. The Developer agrees to take such other reasonable actions as may be reasonably necessary or appropriate, and to the extent it is able, to support the implementation of the Project including, by way of example, furnishing information reasonably requested by the Authority or the City for reporting purposes under the Local Development Act, preparation and execution of supporting Project documentation, cooperation in construction activities, preparation of Project activities reports, and assistance in other matters that may be of benefit to the Project; provided, that nothing in this Section 4.11 shall obligate or be deemed to obligate the Developer to (i) incur, expend or enter into any cost, expense, liability or obligation, (ii) disclose any confidential information, information of third parties or information to which it

does not have ready access, or (iii) undertake any action for which the Authority and/or the City are responsible for undertaking.

ARTICLE V. CONSTRUCTION PROVISIONS

5.1. **COMPETITIVE BIDDING ACT.** To the extent required by law, any and all public construction contracts, or portions thereof, made by the Authority or the City pursuant to Section 3.2 of this Agreement, shall be made in compliance with the Oklahoma Public Competitive Bidding Act of 1974, Title 61, Oklahoma Statutes, Section 101, *et seq.*, as amended (the “Bidding Act”). The Developer agrees the City and the Authority shall have the exclusive right to make determinations pursuant to the Bidding Act. Provided however, pursuant to Section 127 of the Bidding Act, the City and the Authority agree that competitive bidding shall not be required for any of the Project Site Improvements because the Project Site Improvements are being made or constructed as a part of an agreement to provide development financing assistance, and the cost of such Project Site Improvements does not exceed twenty-five percent (25%) of the total amount of the estimated public and private investment being made within the Increment District.

5.2. **CONSTRUCTION PLANS AND CONTRACTS.** The Authority and the City shall use their respective best efforts to obtain whatever assistance and approvals may be required from third parties in order to facilitate construction of the Project Site Improvements.

5.3. [Left Blank Intentionally]

5.4. [Left Blank Intentionally].

5.5. **INDEMNIFICATION.**

A. The Developer shall indemnify and hold harmless the Authority and the City for any liability for breach of the Developer’s obligations under this Agreement, in each case subject to Section 6.18; provided, that the Developer shall have no obligation to indemnify the Authority or the City for any such injury or damages to the extent arising out of or from (i) any breach of this Agreement or any other Transaction Agreement by the City or the Authority, (ii) any matter for which the Authority or the City are responsible or liable pursuant to any other contract with the Developer, (iii) any matter for which any other Person or entity is liable to the Authority or the City, or (iv) any matter caused by willful misconduct or negligence of the City or the Authority. The Developer shall have the right to control the defense of any third-party claims for which the Authority or the City seek indemnification hereunder. The Authority or the City shall promptly notify the Developer in writing of any claim subject to this Section 5.5, but in any event shall provide such notification within thirty (30) days of receipt of any such claim in writing.

B. To the fullest extent allowable by law, the Authority and the City shall be liable for and shall indemnify and hold harmless the Developer for (i) any liability to third parties for personal injury or property damage for construction and operation activities of the Authority or the City arising out of or related to this Agreement, the subject matter thereof and/or (ii) breach of the Authority’s or the City’s obligations stated herein or in any other Transaction Agreement, to the extent not caused by willful misconduct or negligence of the Developer, provided that, said indemnification, if lawful, is not intended to be a waiver of tort claims liability limits, and any

claims against the Authority and the City shall be limited to the amounts specified in the Governmental Tort Claims Act, Title 51, Oklahoma Statutes, Section 151, *et seq.*, as amended.

5.6. **CHANGE IN PROJECT SITE DEVELOPMENT PLAN OR CONSTRUCTION PLANS.** If the Developer desires to make any Material Change (defined below) to the Project Site Development Plan or Construction Plans, the Developer shall submit the proposed change to the City for approval. A “Material Change” to the Development Plan and/or Construction Plans are changes in uses that result in substantially less Tax Increment being generated by the Project. The City may approve the proposed change and notify the Developer in writing of its approval. Such change to the Project Site Development Plan or Construction Plans shall, in any event, be deemed approved by the City unless rejection thereof, in whole or in part, by written notice thereof by the City to the Developer, setting forth in detail the reasons therefor, made within fifteen (15) days after the date of their receipt of such proposed change. The City shall have reasonable discretion to approve, disapprove, or request modification of the Project Site Development Plan and Construction Plans to assure desired standards of quality and appearance.

5.7. **CERTIFICATE OF COMPLETION.** Promptly after each building site within the Project Site is completed and upon request of the Developer, the City shall furnish the Developer with an appropriate instrument certifying satisfactory completion of such building site, in accordance with this Agreement.

(a) City to Withhold Certificates of Completion. It is the intent of the parties that the Project Architect’s inspections serve as the primary evidence of satisfactory completion of each building site within the Project Site. However, the City building inspection department shall retain its statutory obligation of building inspections required during the construction process.

(b) Effect of Certificates of Completion. The Certificates of Completion issued by the City shall serve as a conclusive determination of satisfaction and termination of those agreements, covenants, and conditions made by the Developer to complete the Project in accordance with this Agreement. The Certificates of Completion may be filed among the public land records in the Office of the Tulsa County Clerk.

(c) Form of Certificates. The certification provided for in this Section shall be delivered to the Developer in a suitable form that will enable it to be recorded in the proper office for the recording of deeds and other legal instruments pertaining to the Project Site.

(d) City’s Failure to Provide Certificates of Completion. If the City declines or fails to provide Certificates of Completion in accordance with the provisions of this Section, the City shall, no later than three (3) days after receiving a written request from the Developer, provide a written explanation of the cause for the denial of a Certificate of Completion. The explanation shall detail the specific failure(s) or default(s) of the Developer to complete the Development in accordance with building code and the necessary acts to be performed by the Developer in order to obtain a Certificate of Completion. If the City fails to respond Developer’s written request within five (5) days after receipt of such written request, then the City shall be deemed to have issued the necessary Certificates of Completion.

ARTICLE VI. GENERAL PROVISIONS

6.1. **NONDISCRIMINATION.** The Developer agrees, in its capacity as the developer of the Project Site, not to discriminate on the basis of race, color, religion, gender, or national origin in the use or occupancy of the any of the buildings and facilities constructed on the Project Site, in violation of any applicable law or regulation.

6.2. **MUTUAL RIGHTS OF ACCESS.**

A. Authority and City Access to Project Site. Prior to the delivery of premises to businesses that will occupy and operate from the Project, the Developer shall permit representatives of Authority and the City and the Authority and the City shall permit representatives of the Developer to have reasonable access to the Project Site, at all reasonable times, for the purposes of this Agreement, including, but not limited to, construction by the Authority and the City, as the case may be, and inspection of all work being performed in connection with construction. No such access shall interfere with the use or occupancy of the businesses occupying and operating from the Project.

B. No Charge. No compensation shall be payable nor shall any charge be made in any form by any party for the access provided in this Section.

6.3. [Left Blank Intentionally]

6.4. **CONFLICT OF INTEREST; AUTHORITY'S AND CITY'S REPRESENTATIVES NOT INDIVIDUALLY LIABLE.** No official or employee of the Authority or the City shall have any personal interest in this Agreement, nor shall the City or the Authority permit any such person voluntarily to acquire any ownership interest, direct or indirect, in the legal entities which are parties to this Agreement. No official or employee of the Authority or the City shall be personally liable to the Developer or any successor in interest, in the event of any default or breach by the Authority or the City of this Agreement or for any amount which becomes due to the Developer or its successors under this Agreement.

6.5. **DEVELOPER'S OWNERS AND REPRESENTATIVES NOT INDIVIDUALLY LIABLE.** No shareholder, member, partner, manager, officer, director, advisory board member, unit holder or employee of the Developer or any Participant shall be personally liable to the Authority or the City or any successor in interest, in the event of any default or breach by the Developer of this Agreement or for any amount which becomes due to the Authority the City or their successors under this Agreement.

6.6. **APPLICABLE LAW, SEVERABILITY AND ENTIRE AGREEMENT.**

A. This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma governing agreements made and fully performed in Oklahoma. Any action or proceeding arising out of or relating to this Agreement or any transaction contemplated hereby may be brought in the United States District Court for the Northern District of Oklahoma, if it has or can acquire jurisdiction, or if not, in courts of the State of Oklahoma, and each of the parties irrevocably submits to the exclusive jurisdiction of each such court in any such action or proceeding, waives any objection it may now or hereafter have to venue or to convenience of

forum, agrees that all claims in respect of the action or proceeding shall be heard and determined only in any such court and agrees not to bring any action or proceeding arising out of or relating to this Agreement or any transaction contemplated hereby in any other court. The parties agree that either party may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and bargained agreement amount the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any action or proceeding referred to in the Section may be served on either party anywhere in the world by the methods set forth in Section 6.11 herein.

B. If any provisions of this Agreement or the application thereof to any persons or circumstances shall, to any extent, be invalid, illegal, or unenforceable, then the remainder of this Agreement or surviving portion(s) of such provision, and each other provision of this Agreement, shall be valid and enforceable to the fullest extent permitted by law, and the parties shall negotiate in good faith to enter into a provision that effectuates, as closely as possible, the intent of the parties with respect to the invalid, illegal, or unenforceable provision. Furthermore, this Agreement shall be construed in a manner that allows for the effective implementation of the Project Plan, including specifically the payment of the Project Costs Reimbursement Obligation to the Developer from the Tax Increment.

C. This Agreement sets forth the entire understanding between the Authority, the City, and the Developer with respect to the subject matters of this Agreement, there being no terms, conditions, warranties or representations with respect to the subject matter other than as contained herein. Notwithstanding the foregoing, the parties hereto may supplement, amend, modify, and incorporate further agreements in writing executed by the parties hereto for the purpose of accomplishing the Project Site Improvements contemplated herein.

6.7. THIRD PARTIES. Except as expressly provided otherwise in this Agreement, the provisions of this Agreement are for the exclusive benefit of the parties hereto, their successors and assigns, and not for the benefit of any other persons, as third-party beneficiaries or otherwise, and this Agreement shall not be deemed to have conferred any rights express or implied, upon any other person.

6.8. NO PARTNERSHIP OR JOINT VENTURE CREATED. This Agreement specifically does not create any partnership or joint venture between or among the Authority, the City and the Developer, or render any of them liable for any of the debts or obligations of any or the others.

6.9. TIME IS OF THE ESSENCE. The Authority, the City and the Developer understand and agree that time is of the essence with regard to all the terms and provisions of this Agreement.

6.10. REPRESENTATIONS AND WARRANTIES; FORMALITIES AND AUTHORITY. Each party represents and warrants to the other parties that, as of the date hereof and at all times during the term of this Agreement:

A. Such party validly exists and has all necessary power and authority to execute, deliver and perform its obligations under the Transaction Agreements to which it is party and to carry out the transactions contemplated hereby and thereby.

B. The execution and delivery by such party of the Transaction Agreements to which it is party, the performance by such party of the Transaction Agreements to which it is party and the performance by such party of the Transaction Agreements to which it is party, have been duly authorized by all necessary proceedings with respect to such party, and no other proceedings with respect to such party are necessary to authorize the Transaction Agreements to which such party is party and the transactions contemplated hereby and thereby.

C. Each of the Transaction Agreements to which such party is party have been duly executed and delivered by such party and, assuming due authorization, execution and delivery thereof by the other parties thereto, constitutes a valid and binding obligation of such party, enforceable against such party in accordance with its terms, subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally and to general principles of equity.

D. The performance by such party of its obligations under the Transaction Agreements and the transactions contemplated thereby do not: (i) violate, conflict with or constitute a default (with or without the giving of notice, lapse of time or both) under, accelerate any obligations under, terminate or give rise to a right of termination of, any contract or agreement to which such party is a party or by which any property or asset of such party is bound; (ii) violate, conflict with or constitute a default (with or without the giving of notice, lapse of time or both) under the constitutive documents of such party; (iii) cause the creation of any lien or encumbrance upon any of the properties or assets of such party; (iv) violate, conflict with or constitute a default (with or without the giving of notice, lapse of time or both) under any provision of applicable law with respect to such party; (v) require such party to make or provide any notice to, declaration or filing with, or obtain any consent, authorization, permit or approval from, any governmental entity or other person or legal entity or (vi) give any governmental entity the right to revoke, withdraw, suspend, cancel, terminate or modify any permit, license or approval held by such party.

E. There is no proceeding, claim or litigation pending or, to the knowledge of such party, threatened, against such party with respect to the transactions contemplated by the Transaction Agreements.

F. [Reserved]

6.11. NOTICES AND DEMANDS. Any notice, demand, or other communication under this Agreement shall be sufficiently given or delivered when it is deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested, or delivered personally to:

A. In the Case of the Developer:

The Fields on Elm Street, LLC
Attn: Duane Phillips, PE, SE
48 East 16th Street
Tulsa, OK 74119

B. In the case of Authority:

Jenks Economic Development Authority
Attn: City Manager
211 N. Elm Street
Jenks, OK 74037

C. In the case of the City:

City of Jenks, Oklahoma
Attn: City Manager
211 N. Elm Street
Jenks, OK 74037

or to such other address, within the United States, with respect to a party as that party may from time to time designate in writing and forward to the others as provided in this Section. Such notices and communications shall be deemed delivered upon receipt (or refusal to accept delivery). A copy of any notice, demand or other communication under this Agreement given by a party under this Agreement to any other party under this Section shall be given to each other party to this Agreement.

6.12. **BINDING EFFECT.** This Agreement shall be binding upon and inure to the benefit of the Authority, the City and the Developer and their respective legal representatives, successors and assigns.

6.13. **MODIFICATIONS.** This Agreement cannot be changed orally, and no agreement shall be effective to waive, change, modify or discharge it in whole or in part unless such agreement is in writing and is signed by the party or parties against whom enforcement of any waiver, change, modification or discharge is sought.

6.14. **UNAVOIDABLE DELAYS.** The time for performance of any term, covenant, condition, or provision of this Agreement shall be extended by any period of unavoidable delays. In this Agreement, “unavoidable delays” means beyond the reasonable control of the party obligated to perform the applicable term, covenant, condition or provision under this Agreement and shall include, without limiting the generality of the foregoing, delays attributable to acts of God, any other party to this Agreement, strikes, labor disputes, unusually severe weather, pandemics, quarantine restrictions, building material supply shortages, governmental restrictions, delays in any governmental permitting process that are outside of the Developer’s control, court injunctions or litigation, war, riot, civil commotion, acts of public enemy and casualty, but shall not include delays attributable to financial difficulties of such party unless caused by the act or omission of another party hereto. In the event of an unavoidable delay the affected party shall promptly notify the other parties in writing and use its reasonable efforts to mitigate and resolve the unavoidable delay as promptly as possible (keeping the other parties informed of the efforts being made to mitigate and resolve the unavoidable delay). Provided however, it is understood and agreed by the parties that under no circumstances shall an unavoidable delay operate to extend the duration of the Increment District or in any way alter the provisions of the Local Act.

6.15. FURTHER ASSURANCES. Each party agrees that it will, without further consideration, execute and deliver such other documents and take such other action, whether prior or subsequent to closing, as may be reasonably requested by the other party to consummate more effectively the purposes or subject matter of this Agreement.

6.16. ATTORNEYS' FEES. In the event of any controversy, claim or dispute between the Authority, the City and the Developer affecting or relating to the subject matter or performance of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all of its reasonable expenses, including reasonable attorneys' fees.

6.17. COUNTERPARTS; HEADINGS.

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

B. The headings set forth in this Agreement are for convenience and reference only, and in no way define or limit the scope or content of this Agreement or in any way affect its provisions.

6.18. LIMITED LIABILITY. Except as provided in and subject to Section 5.5B, above, the liability of the Authority and the City to the Developer arising by virtue of this Agreement shall be limited to the Project Costs Reimbursement Obligation, i.e. the reimbursement of costs paid by the Developer for the Project Site Improvements, plus interest thereon as provided in Section 3.2 herein, and further shall be limited to and payable solely from the actual amounts of Tax Increment revenues derived from and received by the Authority from the Increment District, and resort shall not be had to the Authority or the City for any additional amounts.

6.19. ASSIGNMENT. Except as otherwise provided below, this Agreement and the rights and obligations of the Developer may be assigned or transferred, without the written approval of the other parties hereto, provided that, Developer shall provide the City written notice of such assignment promptly after such assignment occurs. This Agreement will apply to, be binding in all respects upon and inure to the benefit of the permitted assigns of the parties. Notwithstanding any provision of this Agreement to the contrary, Developer shall have the right, without providing notice to the other parties hereto, (i) to collaterally assign its rights and obligations under this Agreement as security for a mortgage loan from a bank or institutional lender that is secured by the Project Site; or (ii) to sell, pledge or grant a security interest in or otherwise transfer Developer's rights to the Project Costs Reimbursement Obligation hereunder, provided, however, that Developer or successor owner of the Project Site shall remain liable for all of its obligations hereunder. In furtherance of the foregoing, Developer shall be permitted to issue or incur indebtedness that is secured by Developer's rights to the Project Costs Reimbursement Obligation hereunder and grant any other Project Site collateral to such debt holders. The City and Authority agree to cooperate in good faith with Developer as necessary with respect to Developer's pledge or transfer of its rights to the Project Costs Reimbursement Obligation payments hereunder to the debt holders, at no cost and expense to the City or Authority. Further, Developer shall have the right, without providing notice to the other parties hereto, to assign this Agreement, in whole or in part, as applicable, to a transferee that has purchased or otherwise acquired fee simple title to

the Project Site or a portion thereof; provided that such transfer of the Project Site or a portion thereof does not violate the terms of Section 4.9.

6.20 NO USE OF NAMES; PUBLICITY. Neither the entry into or consummation of this Agreement, or the transactions contemplated hereby, shall give the City or the Authority, any right to use any name, trademark, servicemark, logo or other intellectual property of the Developer or its affiliates. The Authority, the City, and the Developer agree to continue to work cooperatively regarding publicity with respect to the Project and the transactions contemplated hereby and agree to consult with each other prior to the issuance of any press release or written public statements regarding the Project, this Agreement, or the transactions contemplated hereby.

6.21 EXHIBITS AND SCHEDULES. The following schedules or exhibits attached hereto shall be deemed to be an integral part of this Agreement:

- A. Exhibit A – Map showing the Increment District;
- B. Exhibit B – Legal description of the Increment District;
- C. Exhibit C – Project Site Development Plan;
- D. Exhibit D – Project Site Legal Description
- E. Exhibit E – Form of Project Costs Payment Notice

6.22. CONSTRUCTION OF THIS AGREEMENT. The Authority, the City and the Developer acknowledge that they and their counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

6.23. SURVIVAL. Except as otherwise provided herein, the representations, warranties, covenants and undertakings of the parties set forth in this Agreement shall survive the execution and delivery of this Agreement, and continue in full force until this Agreement has been fully performed in accordance with its terms and the Authority has fully paid the Project Costs Reimbursement Obligation in accordance with the terms herein. Notwithstanding, the provisions of Section 6.6(A) shall continue following the payment of the Project Costs Reimbursement Obligation with respect to matters, events or circumstances occurring or arising prior to such time.

6.24 NO BROKER. Each party hereto represents to each other party that the obligations pursuant to this Agreement have not involved any broker nor is any party hereto liable for the payment of a brokerage commission in connection with the negotiation of this Agreement. Each party agrees to indemnify and hold harmless (to the extent allowable by law) each other party from any and all liability, loss, claim or expenses arising out of any breach of their respective foregoing representation.

6.15 TERMINATION. The parties hereby agree that this Agreement shall terminate, and the parties shall have no liability to each other hereunder, if the Developer fails to submit its first payment notice under Section 4.3 to the Authority and the City on or prior to the fifth

anniversary of the date of this Agreement after the City provides the Developer notice of the failure to provide and the Developer has a reasonable opportunity to cure such failure.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Developer, the City, and the Authority have caused this Agreement to be duly executed and delivered as of the date first above written.

THE FIELDS ON ELM STREET, LLC
an Oklahoma limited liability company

By: _____
Name: _____
Title: _____

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

BEFORE ME, the undersigned, a Notary Public in and for said State on the ____ day of August, 2025, personally appeared _____, to me known as the _____ of THE FIELDS ON ELM STREET, LLC, an Oklahoma limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year first above written.

(SEAL)

Notary Public

My commission expires _____.
My commission number _____.

**JENKS ECONOMIC DEVELOPMENT
AUTHORITY**

(SEAL)

ATTEST:

By: _____

Name: John Brown

Title: Vice-Chairman

By: _____

Name: Brandon Macy

Title: Secretary

STATE OF OKLAHOMA)
)SS
COUNTY OF TULSA)

The foregoing instrument was acknowledged before me this 19th day of August, 2025, by John Brown, Vice-Chairman of the Jenks Economic Development Authority, a public trust, on behalf of the trust.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year first above written.

(SEAL)

Notary Public

My commission expires 08/26/2028.

My commission number 04007771.

CITY OF JENKS, OKLAHOMA

(SEAL)

ATTEST:

By: _____

Name: John Brown

Title: Vice-Mayor

By: _____

Name: Brandon Macy

Title: City Clerk

STATE OF OKLAHOMA)
)SS
COUNTY OF TULSA)

The foregoing instrument was acknowledged before me this 19th day of August, 2025, by John Brown, Vice-Mayor of the City of Jenks, Oklahoma, a municipality, on behalf of the City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year first above written.

(SEAL)

Notary Public

My commission expires 08/26/2028.

My commission number 04007771.

EXHIBIT A

MAP OF INCREMENT DISTRICT NO. 7

The boundaries of Increment District No. 7, City of Jenks contain an area generally described as the area bordered on the north and east by Polecat Creek, on the south by one quarter mile south of W 106th Street S, and on the southwest by Stone Bluff.



* Jenks River District Project Area is outlined by red border. Increment District No. 7 boundaries contained within green border and shaded green, and labeled "TIF #7".

EXHIBIT B

INCREMENT DISTRICT LEGAL DESCRIPTION

INCREMENT DISTRICT NO. 7, CITY OF JENKS

The composite legal description for Increment District No. 7, City of Jenks is an area located entirely in Tulsa County, Oklahoma, more particularly described as follows:

A TRACT OF LAND THAT IS PART OF THE NORTHEAST QUARTER (NE/4) OF SECTION TWENTY-FIVE (25), TOWNSHIP EIGHTEEN (18) NORTH, RANGE TWELVE (12) EAST AND PART OF THE WEST HALF (W/2) OF SECTION THIRTY (30), 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 U.S. GOVERNMENT SURVEY THEREOF AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE NE/4 OF SAID SECTION 25;

THENCE SOUTH 88°42'22" WEST 454.64 FEET;

THENCE NORTH 01°05'37" EAST 135.81 FEET;

THENCE NORTH 52°40'37" WEST 279.68 FEET;

THENCE NORTH 50°06'49" WEST 316.10 FEET;

THENCE NORTH 59°28'46" WEST 502.63 FEET;

THENCE NORTH 54°29'57" WEST 204.03 FEET;

THENCE NORTH 43°55'00" WEST 213.70 FEET;

THENCE NORTH 57°23'18" WEST 228.81 FEET;

THENCE NORTH 70°22'52" WEST 180.90 FEET;

THENCE NORTH 84°55'55" WEST 195.06 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF THE CREEK TURNPIKE;

THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 5,499.00 FEET, AN ARC LENGTH OF 191.97 FEET, A CHORD BEARING OF NORTH 56°23'48" EAST AND A CHORD LENGTH OF 191.96 FEET;

THENCE NORTH 46°47'35" EAST 190.90 FEET;

THENCE NORTH 60°09'55" EAST 130.49 FEET;

THENCE NORTH 51°34'52" EAST 124.53 FEET;

THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 2,721.35 FEET, AN ARC LENGTH OF 1,626.19 FEET, A CHORD BEARING OF SOUTH 62°53'43" EAST AND A CHORD LENGTH OF 1,602.10 FEET;

THENCE SOUTH 84°26'38" EAST 270.74 FEET TO THE EAST LINE OF THE NE/4 OF SAID SECTION 25;

THENCE NORTH 01°05'40" WEST ALONG SAID EAST LINE 185.01 FEET TO THE CENTERLINE OF POLECAT CREEK;

THENCE ALONG SAID CENTERLINE OF POLECAT CREEK THE FOLLOWING NINE (9)

B-1

COURSES;

THENCE SOUTH 81°00'15" EAST 75.08 FEET;

THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 741.23 FEET, AN ARC LENGTH OF 256.42 FEET, A CHORD BEARING OF NORTH 89°05'08" EAST AND A CHORD LENGTH OF 255.14 FEET;

THENCE NORTH 77°36'16" EAST 499.33 FEET;

THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 556.16 FEET, AN ARC LENGTH OF 469.90 FEET, A CHORD BEARING OF SOUTH 78°11'27" EAST AND A CHORD LENGTH OF 456.05 FEET;

THENCE SOUTH 53°59'13" EAST 100.00 FEET;

THENCE SOUTH 56°12'32" EAST 99.92 FEET;

THENCE SOUTH 58°25'51" EAST 405.44 FEET;

THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1,407.98 FEET, AN ARC LENGTH OF 734.72 FEET, A CHORD BEARING OF SOUTH 45°02'29" EAST AND A CHORD LENGTH OF 726.41 FEET;

THENCE SOUTH 28°59'00" EAST 178.58 FEET TO THE SOUTH LINE OF THE NW/4 OF SAID SECTION 30;

THENCE SOUTH 88°54'27" WEST ALONG SAID SOUTH LINE 999.42 FEET TO THE NORTHEAST CORNER OF GOVERNMENT LOT 3;

THENCE SOUTH 01°09'09" EAST 1,320.34 FEET TO THE SOUTHEAST CORNER OF GOVERNMENT LOT 3;

THENCE SOUTH 88°43'17" WEST 1,355.80 FEET TO THE SOUTHWEST CORNER OF GOVERNMENT LOT 3;

THENCE NORTH 01°05'48" WEST ALONG THE WEST LINE OF THE SW/4 OF SECTION 30 A DISTANCE OF 1,324.74 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 5,073,990.8 SQ. FEET OR 116.48 ACRES.

BEARINGS ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, OK NORTH ZONE 3501, NAD83.

EXHIBIT C
PRELIMINARY SITE DEVELOPMENT PLAN*

* Preliminary Layout subject to change.

EXHIBIT D

PROJECT SITE LEGAL DESCRIPTION

All of _____, a subdivision in the City of Jenks, being part of the NE/4 of Section 25, Township 18 North, Range 12 East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, and part of the W/2 of Section 30, Township 18 North, Range 13 East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, all according to the official recorded plat thereof, Plat No. _____, LESS AND EXCEPT [portion outside of TIF boundaries]

Provided however, the following portions of the Project Site are hereby released and excluded for purposes of the Sales Tax Increment Revenues comprising the Tax Increment:

1. None effective August 19, 2025.

End of List

Provided however, the following portions of the Project Site are hereby released and excluded for purposes of the Ad Valorem Increment Revenues comprising the Tax Increment:

1. None effective August 19, 2025.

End of List

Provided however, the following portions of the Project Site are hereby released and excluded for purposes of the Hotel Tax Increment Revenues comprising the Tax Increment:

1. None effective August 19, 2025.

End of List

Provided however, the following portions of the Project Site are hereby released and excluded for purposes of the Leverage Act Increment Revenues comprising the Tax Increment:

1. None effective August 19, 2025.

End of List

Acknowledgements on following page:

APPROVED THIS 19TH DAY OF AUGUST, 2025.

THE FIELDS ON ELM STREET, LLC
an Oklahoma limited liability company

By: _____
Title: _____

ACKNOWLEDGED BY:

**JENKS ECONOMIC DEVELOPMENT
AUTHORITY**

(SEAL)

By: _____
Title: Vice-Chairman

ATTEST:

By: _____
Title: Secretary

CITY OF JENKS, OKLAHOMA

(SEAL)

By: _____
Title: Vice-Mayor

ATTEST:

By: _____
Title: City Clerk

EXHIBIT E

**PROJECT COSTS PAYMENT NOTICE
INCREMENT DISTRICT NO. 7, CITY OF JENKS**

FROM: THE FIELDS ON ELM STREET, LLC (the “Developer”)
TO: Trustees of the Jenks Economic Development Authority (the “Authority”)
City Council of the City of Jenks, Oklahoma (the “City”)
DATE: _____

Pursuant to the provisions the Economic Development Agreement dated as of August 19, 2025, by and among the Authority, the City, and the Developer (the “Agreement”), you are forthwith given notice of the expenditure of Project Costs by the Developer, pursuant to Sections 3.2 and 4.3 of the Agreement, in the amounts shown for the purposes set forth in this Notice. You are hereby requested to disburse Tax Increment revenues, at such times and in such amounts as received, for payment of the Project Costs Reimbursement Obligation as set forth in the Agreement.

NOTICE NUMBER _____

CREDITOR _____

DESCRIPTION OF WORK OR ITEMS PURCHASED _____

AMOUNT REQUESTED FOR REIMBURSEMENT _____

PAYMENT DATE OF PROJECT COST _____

Notices shall be supported by invoices and canceled checks or bank statements showing the date funds are transferred for payment of authorized Project Costs. Reimbursement to the Developer shall occur upon receipt by the Authority of Tax Increment revenues and action of the Authority approving disbursement of Tax Increment revenues.

With reference to the above notice, the undersigned duly authorized representative of the Developer certifies that the foregoing payment is for a purpose specified in the Economic Development Agreement and in the Jenks River Entertainment District Economic Development Project Plan and: (i) that none of the items for which this payment is proposed to be made has formed the basis for any payment heretofore made from the Tax Increment, (ii) that each item for which this payment is proposed to be made is or was necessary and proper in connection with the Project and each item of tangible property is now in place

and (iii) that there has not been filed with or served upon the Developer notice of any lien, right to lien, or attachment upon, or claim affecting the right of any such persons, firms, or corporations to receive payment of, the respective amounts stated in such notice which has not been released or will not be released simultaneously with this payment.

THE FIELDS ON ELM STREET, LLC

Authorized Developer Representative

Acknowledged by:

JENKS ECONOMIC DEVELOPMENT
AUTHORITY

By:

Name: _____
Title: _____
Date: _____

Submit in triplicate:

1 to Developer
1 to Authority
1 to City

RESOLUTION NO. 879

A RESOLUTION AUTHORIZING THE JENKS ECONOMIC DEVELOPMENT AUTHORITY (THE “AUTHORITY”) TO ASSIST THE CITY OF JENKS, OKLAHOMA (THE “CITY”) IN CARRYING OUT AND ADMINISTERING THE JENKS RIVER DISTRICT ECONOMIC DEVELOPMENT PROJECT PLAN ADOPTED BY THE CITY; APPROVING AND AUTHORIZING THE EXECUTION OF AN ECONOMIC DEVELOPMENT AGREEMENT BY AND AMONG THE AUTHORITY, THE CITY, AND THE FIELDS ON ELM STREET, LLC; APPROVING AND AUTHORIZING THE EXECUTION OF A SECURITY AGREEMENT BY AND BETWEEN THE AUTHORITY AND THE CITY PERTAINING TO CERTAIN TAX INCREMENT REVENUES; APPROVING THE USE OF ASSISTANCE IN DEVELOPMENT FINANCING; AND CONTAINING OTHER PROVISIONS RELATING THERETO.

WHEREAS, the Authority has been created by a Trust Indenture dated as of July 22, 2021, for the use and benefit of the City under authority of and pursuant to the provisions of Title 60, Oklahoma Statutes 2021, Sections 176 to 180.4, inclusive, as amended and supplemented, the Oklahoma Trust Act and other applicable statutes of the State of Oklahoma; and

WHEREAS, the City has adopted and approved the Jenks River District Economic Development Project Plan (as may be amended from time to time, the “Project Plan”) by Ordinance No. 1612 on March 21, 2023, as amended by Ordinance No. 1649 on September 3, 2024, and as may be further amended or supplemented (collectively, the “Local Act”), all pursuant to the Oklahoma Local Development Act, Title 62, Oklahoma Statutes, Section 850, *et seq.* as amended (the “Local Development Act”); and

WHEREAS, the City, by virtue of the Local Act, and as commenced pursuant to Resolution No. 878 adopted and approved by the City on August 19, 2025, has heretofore created Increment District No. 7, City of Jenks (the “Increment District”), pursuant to the Local Development Act; and

WHEREAS, the City, the Authority, and The Fields on Elm Street, LLC (including its successors and assigns, “The Fields”) propose to enter into an Economic Development Agreement to be dated as of August 19, 2025 (“The Fields Agreement”), for the purpose of providing a framework for the implementation of a portion of the Project Plan, including specifically the apportionment of certain Tax Increment revenues for the payment of the costs of the Project Costs Reimbursement Obligation (as defined in The Fields Agreement and representing an Infrastructure Cost as described in the Project Plan); and

WHEREAS, the obligations to (i) pay to The Fields the Project Costs Reimbursement Obligation, subject to a maximum aggregate reimbursement of \$55,000,000, plus accrued interest thereon, all as set forth in The Fields Agreement; and (ii) pay any other authorized Project Costs (as described in the Project Plan), including but not limited to other development agreement, but subject to the provisions of The Fields Agreement and any other development agreements pertaining to the Tax Increment as expressly defined herein (together with The Fields Agreement, the “Development Agreements”); shall collectively be referred to herein as the “Incentive Obligations”; and

WHEREAS, The Fields has agreed to make certain investments, and the Authority and the City have agreed to provide assistance in development financing (as authorized by Section 853(14)(o) of the Local Development Act), including specifically the payment of the Incentive Obligations, all as more fully set forth in the Development Agreements.

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

SECTION 1. AUTHORITY THE DESIGNATED PUBLIC ENTITY. The Authority is designated as the public entity authorized to assist the City in carrying out and administering the provisions of the Project Plan and to exercise all powers necessary thereto except those powers reserved to the City by the TIF Ordinance and the Local Development Act.

SECTION 2. EXECUTION OF DEVELOPMENT AGREEMENT. The Economic Development Agreement to be dated as of August 19, 2025, by and among the Authority, the City, and The Fields on Elm Street, LLC, is hereby approved and the Mayor or Vice Mayor and City Clerk or Deputy City Clerk are hereby authorized to execute same for and on behalf of the City, and to do all other lawful things to carry out the terms and conditions of The Fields Agreement.

SECTION 3. EXECUTION OF SECURITY AGREEMENT. The Security Agreement by and between the Authority and the City (the "Security Agreement") pertaining to the transfer of certain Ad Valorem Increment Revenues, Sales Tax Increment Revenues, Hotel Tax Increment Revenues, and Leverage Act Increment Revenues (as each are defined in the TIF Ordinance) to the Authority in furtherance of the implementation of the Project Plan, and for the purpose of securing the Incentive Obligations, is hereby approved and the Mayor or Vice Mayor and City Clerk or Deputy City Clerk are hereby authorized to execute same for and on behalf of the City, and to do all other lawful things to carry out the terms and conditions of said Security Agreement.

SECTION 4. ASSISTANCE IN DEVELOPMENT FINANCING. The use of assistance in development financing, as contemplated in the Development Agreements and as authorized by Section 853(14)(o) of the Local Development Act, is hereby approved. Furthermore, the City hereby authorizes the indebtedness created by virtue of the Project Costs Reimbursement Obligation (as defined in The Fields Agreement); provided however, said indebtedness shall be payable solely from the Tax Increment revenue as set forth in Security Agreement, and in The Fields Agreement; and provided further, said indebtedness shall never constitute a debt of the City.

SECTION 5. EXECUTION OF NECESSARY DOCUMENTS. The Mayor or Vice Mayor and City Clerk or Deputy City Clerk of the City are hereby further authorized on behalf of the City to accept, receive, execute, attest, seal and deliver the above mentioned documents and all additional documentation, certifications and instruments and to take such further actions as may be required in connection with the transactions contemplated hereby, and are further authorized to approve and make any changes to the documents approved by this Resolution, for and on behalf of the City, the execution and delivery of such documents being conclusive as to the approval of any terms contained therein.

[Remainder of Page Intentionally Left Blank]

PASSED AND APPROVED THIS 19TH DAY OF AUGUST, 2025.

CITY OF JENKS, OKLAHOMA

(SEAL)

Vice-Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CERTIFICATE
OF
CITY COUNCIL ACTION

I, the undersigned, hereby certify that I am the duly and acting City Clerk of the City of Jenks, Oklahoma.

I further certify that the City Council of the City of Jenks, Oklahoma held a Regular Meeting at 6:00 o'clock P.M., on August 19, 2025, after due notice was given in full compliance with the Oklahoma Open Meeting Act.

I further certify that attached hereto is a full and complete copy of a Resolution that was passed and approved by said Council Members at said meeting as the same appears in the official records of my office and that said Resolution is currently in effect and has not been repealed or amended as of this date.

I further certify that below is listed those Council Members present and absent at said meeting; those making and seconding the motion that said Resolution be passed and approved, and those voting for and against such motion:

PRESENT:

ABSENT:

MOTION MADE BY:

MOTION SECONDED BY:

AYE:

NAY:

WITNESS MY HAND THIS 19TH DAY OF AUGUST, 2025.

CITY OF JENKS, OKLAHOMA

(SEAL)

City Clerk

SECURITY AGREEMENT

THIS SECURITY AGREEMENT dated as of the 19th day of August, 2025, is entered into by and between the Jenks Economic Development Authority (the “Authority”) and the City of Jenks, Oklahoma (the “City”).

WITNESSETH:

WHEREAS, the Authority has been created by a Trust Indenture dated as of July 22, 2021, for the use and benefit of the City under authority of and pursuant to the provisions of Title 60, Oklahoma Statutes 2021, Sections 176 to 180.4, inclusive, as amended and supplemented, the Oklahoma Trust Act and other applicable statutes of the State of Oklahoma; and

WHEREAS, the City has adopted and approved the Jenks River District Economic Development Project Plan (as may be amended from time to time, the “Project Plan”) by Ordinance No. 1612 on March 21, 2023, as amended by Ordinance No. 1649 on September 3, 2024, and as may be further amended or supplemented (collectively, the “Local Act”), all pursuant to the Oklahoma Local Development Act, Title 62, Oklahoma Statutes, Section 850, *et seq.* as amended (the “Local Development Act”); and

WHEREAS, the City, by virtue of the Local Act, and as commenced pursuant to Resolution No. 878 adopted and approved by the City on August 19, 2025, has heretofore created Increment District No. 7, City of Jenks (the “Increment District”), pursuant to the Local Development Act; and

WHEREAS, the City, the Authority, and The Fields on Elm Street, LLC (including its successors and assigns, “The Fields”) have heretofore entered into an Economic Development Agreement dated as of August 19, 2025 (“The Fields Agreement”), for the purpose of providing a framework for the implementation of a portion of the Project Plan, including specifically the apportionment of certain Tax Increment revenues for the payment of the costs of the Project Costs Reimbursement Obligation (as defined in The Fields Agreement and representing an Infrastructure Cost as described in the Project Plan); and

WHEREAS, the obligations to (i) pay to The Fields the Project Costs Reimbursement Obligation, subject to a maximum aggregate reimbursement of \$55,000,000, plus accrued interest thereon, all as set forth in The Fields Agreement; and (ii) pay any other authorized Project Costs (as described in the Project Plan), including but not limited to other development agreement, but subject to the provisions of The Fields Agreement and any other development agreements pertaining to the Tax Increment as expressly defined herein (together with The Fields Agreement, the “Development Agreements”); shall collectively be referred to herein as the “Incentive Obligations”; and

WHEREAS, for the purposes of this Security Agreement, the term “Project” shall collectively mean all development projects pursuant to the Development Agreements, and the term “Project Site” shall mean the area defined in Exhibit D to The Fields Agreement, inclusive of any excluded areas, which encompasses all of the Project; and

WHEREAS, the terms used herein shall have the meanings given to them in the TIF Ordinance, the Project Plan, and the Development Agreements, unless otherwise defined herein; and

WHEREAS, the Project Plan provides for the apportionment of certain Ad Valorem Increment Revenues, Hotel Tax Increment Revenues, Leverage Act Increment Revenues, and Sales Tax Increment Revenues to the payment of Project Costs, including the Incentive Obligations; and

WHEREAS, at the time of adoption of the TIF Ordinance, the City did levy an aggregate total of three and fifty-five hundredths percent (3.55%) sales tax (the “Sales Tax Rate”), pursuant to Chapter 7, Article I, Section 7-1-1 *et seq.*, of the Jenks Code of Ordinances (the “Sales Tax Code of Ordinances”), as such Sales Tax Code of Ordinances may be amended, replaced, extended, superseded, terminated, or otherwise modified from time to time; and

WHEREAS, an amount equal to a two percent (2.0%) sales and use tax (representing approximately 56.34% of the incremental sales and use tax revenue based on a total of 3.55% sales and use tax levied by the City as of the date of this Agreement) derived from retail sales at the Project Site (as defined in The Fields Agreement) within the Increment District, less any Transfer Adjustments, all as described in the Project Plan, shall be referred to herein as the “Sales Tax Increment Revenues”; and

WHEREAS, an amount equal to one hundred percent (100%) of the incremental ad valorem tax revenue generated within the Increment District attributable to the Project Site within the Increment District, all as described in the Project Plan, shall be referred to herein as the “Ad Valorem Increment Revenues”; and

WHEREAS, at the time of adoption of the TIF Ordinance, the City did levy an aggregate total of five percent (5.0%) hotel/motel tax levied by the City pursuant to Chapter 7, Article 15, Section 7-15-1 *et seq.*, of the Jenks Code of Ordinances (the “Hotel Tax Code of Ordinances”), as such Hotel Tax Code of Ordinances may be amended, replaced, extended, superseded, terminated, or otherwise modified from time to time; and

WHEREAS, an amount equal to one hundred percent (100%) of the incremental hotel tax revenue generated within the Increment District attributable to the Project Site within the Increment District, all as described in the Project Plan, shall be referred to herein as the “Hotel Tax Increment Revenues”; and

WHEREAS, an amount equal to one hundred percent (100%) of the portion of eligible reimbursements of the state sales tax matching funds generated within the Increment District attributable to the Project Site within the Increment District, all as described in the Project Plan, shall be referred to herein as the “Inside Leverage Act Incremental Revenues”; and

WHEREAS, an amount equal to one hundred percent (100%) of the portion of eligible reimbursements of the state sales tax matching funds generated inside or outside the Increment District and not attributable to the Project Site within the Increment District, for a limited period of five (5) calendar years after the Phase 1 Completion Date (as defined in The Fields Agreement), all as described in the Project Plan, shall be referred to herein as the “Outside Leverage Act Incremental Revenues”; and

WHEREAS, the Sales Tax Increment Revenues, seventy five percent (75%) of the Ad Valorem Increment Revenues, the Hotel Tax Increment Revenues, the Inside Leverage Act Increment Revenues, and (for the limited five (5) year period) the Outside Leverage Act Increment Revenues, shall collectively be referred to as the “Tax Increment” for purposes of the Development Agreements; provided however, the Tax Increment shall expressly exclude ((a) 25% of the Ad Valorem Increment Revenues derived from the Project Site (said amount to be apportioned to the Jenks School District as described in the Project Plan), (b) 100% of the Ad Valorem Increment Revenues derived outside the Project Site, (c) 100% of the Sales Tax Increment Revenues derived from retail sales outside the Project Site, (d) 100% of the Hotel Tax Increment Revenues derived outside the Project Site, and (e) any construction related sales and use tax revenue qualifying as Sales Tax Increment Revenues (each revenue source as defined in the Project Plan); and

WHEREAS, the amount of the Tax Increment collected from time to time shall constitute “The Fields TIF Revenues” for purposes of this Security Agreement; and

WHEREAS, in order to secure the payment of the Incentive Obligations, and define how The Fields TIF Revenues are to be received by the City and paid over to the Authority, it is necessary that this Security Agreement be entered into; and

WHEREAS, all things necessary and appropriate to make this Security Agreement a valid and binding agreement by and between the Authority and the City have been done, happened and performed.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants expressed herein and the creation of the Incentive Obligations by the Authority by and on behalf of the City and other good and valuable consideration, receipt of which is hereby acknowledged by and between the parties hereto, the Authority and the City agree as follows:

Section 1. The revenues representing the Sales Tax Increment Revenues, received from the Oklahoma Tax Commission by the City each month, shall be deposited in a special account (the “Apportionment Fund”) established separate and apart from the General Fund of the City. The revenues representing the Ad Valorem Increment Revenues received from the Tulsa County Treasurer by the City from time to time shall be deposited in the Apportionment Fund. The revenues representing the Hotel Tax Increment Revenues, collected by the City and/or received from the Oklahoma Tax Commission by the City each month, shall be deposited in the Apportionment Fund. The revenues representing the Inside Leverage Act Increment Revenues and the Outside Leverage Act Increment Revenues, received from the Oklahoma Tax Commission by the City each month, shall be deposited in the Apportionment Fund. The Fields TIF Revenues shall constitute special funds of the City and shall not be subject to annual appropriation as part of the General Fund of the City. The City agrees and hereby directs that all amounts of money representing any and all The Fields TIF Revenues, i.e. all of the Sales Tax Increment Revenues, seventy five percent (75%) of the Ad Valorem Increment Revenues, all of the Hotel Tax Increment Revenues, all of the Inside Leverage Act Increment Revenues, and all of the Outside Leverage Act Increment Revenues for the first five (5) calendar years after the Phase 1 Completion Date (i.e., the Tax Increment), shall be paid over to the Authority as received by the City for immediate deposit in an account to be established and maintained by the Authority entitled “Jenks Economic Development Authority Tax Increment Revenue Fund – The Fields Subaccount” (“The Fields TIF Revenue Fund”); provided however, the

Authority shall be entitled to release any excess amounts from time to time for the payment of other Project Costs and/or debt service thereon. The parties to this Security Agreement hereby acknowledge and the Authority does hereby pledge The Fields TIF Revenues to the payment of the Incentive Obligations. The Fields TIF Revenues are to be utilized in the manner and for the purposes set out in the Development Agreements, for which purposes it is hereby acknowledged are consistent with the authorized uses of said The Fields TIF Revenues as set out in the TIF Ordinance and the Project Plan.

The Fields TIF Revenue Fund shall be chargeable with the following payments in the following order of priority:

FIRST: To make periodic payments to the Developers pursuant to the terms of the Development Agreements (i.e., the Incentive Obligations), in such amount and at such times as may be directed therein, until said Incentive Obligations are paid in full.

SECOND: With respect to all remaining The Fields TIF Revenues (if any), such amount may, at the written direction of the City, be transferred back to the special account established separate and apart from the General Fund of the City and shall be available for any lawful purpose consistent with and in accordance with the TIF Ordinance and the Project Plan.

Section 2. In consideration of the potential issuance of Incentive Obligations by the Authority on behalf of the City, the Authority has pledged The Fields TIF Revenues to the Developers and do hereby create a security interest in said revenues in favor of the Developers, each in the manner set forth in the respective Development Agreements. The parties hereto agree that The Fields TIF Revenue Fund shall be a special trust fund for the benefit of the Developers.

Section 3. Monies contained in The Fields TIF Revenue Fund shall be continuously invested and reinvested, as directed by the Authority, in lawful investments consistent with the investment policies of the City, that shall mature not later than the respective dates, as estimated, when the monies in said fund shall be required for the purposes intended.

Section 4. The Authority and the City agree to continually ensure that The Fields TIF Revenues are utilized for one or more of the authorized purposes as set out in the TIF Ordinance, the Project Plan, and in the manner set out in Section 1 hereof.

Section 5. This Security Agreement shall remain in full force and effect until any Incentive Obligations have been paid in full pursuant to the terms of the Development Agreements. It is hereby acknowledged that pursuant to Section 6C of Article X of the Constitution of the State of Oklahoma and the Local Development Act, the direction of apportionment of The Fields TIF Revenues shall continue beyond the current Fiscal Year for the duration of the Increment District, or the period required for the discharge of indebtedness that may be incurred by the public entities authorized by the Project Plan, whichever is less; provided however, that since the levy, collection and use of sales taxes (as may be applicable to the Increment District) were approved by a majority of the voters voting at elections held for such purpose, the voters have the power to revoke or modify the same. The Incentive Obligations shall in no way be or become an obligation of the City.

Section 6. It is understood and agreed that this Security Agreement is a third party beneficiary contract for the benefit of the Developers. The parties hereto agree that The Fields TIF Revenue Fund shall be a special trust fund for the benefit of the Developers, and may be pledged and assigned by the Authority in whole or in part as security for the Developers. For the avoidance of doubt, The Fields may direct in writing, from time to time, that a portion of the Tax Increment be excluded from the pledge securing The Fields Agreement, and instead be pledged to secure any other Development Agreement, all as may be set forth in the respective Development Agreements from time to time.

Section 7. For so long as this Security Agreement remains in effect, the City shall not assign, transfer, pledge or grant a security interest or other lien against The Fields TIF Revenues, or any rights or interests therein, to any person other than the Authority pursuant to or in furtherance of this Security Agreement. Notwithstanding the foregoing, this Section 7 shall not apply to any amounts paid to the City pursuant to priority "SECOND" under Section 1 above.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Jenks Economic Development Authority has caused this Security Agreement to be signed by its Vice-Chairperson, attested by its Secretary, and has caused the seal of the Authority to be impressed hereon and the City of Jenks, Oklahoma, acting by and through its City Council, has caused this Security Agreement to be signed by its Vice-Mayor, attested by its City Clerk, and has caused the seal of the City to be impressed hereon, all as of the date above set out.

JENKS ECONOMIC DEVELOPMENT
AUTHORITY

(SEAL)

Vice-Chairperson

ATTEST:

Secretary

CITY OF JENKS, OKLAHOMA

(SEAL)

Vice-Mayor

ATTEST:

City Clerk

ACKNOWLEDGEMENTS

STATE OF OKLAHOMA)
)SS
COUNTY OF TULSA)

The foregoing instrument was acknowledged before me this 19th day of August, 2025, by John Brown, Vice-Chairperson of the Jenks Economic Development Authority, a public trust, on behalf of the trust.

Notary Public

(SEAL)

My commission expires 08/26/2028.
My commission number 04007771.

STATE OF OKLAHOMA)
)SS
COUNTY OF TULSA)

The foregoing instrument was acknowledged before me this 19th day of August, 2025, by John Brown, Vice-Mayor of the City of Jenks, Oklahoma, on behalf of the City.

Notary Public

(SEAL)

My commission expires 08/26/2028.
My commission number 04007771.