

AGENDA
JENKS AQUARIUM AUTHORITY
TUESDAY, SEPTEMBER 16, 2025, 5:00 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

BUSINESS

Official action can only be taken on items which appear on the agenda. The Aquarium Authority 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 Authority to be routine and will be enacted by one motion. Any Trustee 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 June 17, 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 Jenks Aquarium Authority for an estimated amount of \$16,000. [Sanchez]
2. Consideration and appropriate action relating to items removed from the Consent Agenda
3. Shared Parking and Economic Development Agreement between the City of Jenks, the Jenks Aquarium Authority, and Inspiration Hall, LLC.
4. Aquarium Campus Architectural Agreement approval for Inspiration Hall.
5. Lease agreement between the Oklahoma Aquarium Foundation and Inspiration Hall, LLC., for parking for new food hall.

STAFF REPORT

1. Staff Report

ADJOURNMENT

MINUTES
JENKS AQUARIUM AUTHORITY
TUESDAY, JUNE 17, 2025, 5:00 PM
JENKS CITY HALL, 211 NORTH ELM

CALL TO ORDER

The Agenda for the Jenks Aquarium Authority was posted on the City’s website at 3:44 p.m. on Jun 13, 2025. The meeting was called to order at 05:06 PM on the above date with Chair Cory Box presiding at Jenks City Hall.

ROLL CALL

Present

Craig Murray
Adam Abel
Keith Montgomery
John Brown
Carolina Morris
Todd Blackburn
Chair Cory Box

Absent

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 Authority to be routine and will be enacted by one motion. Any Trustee 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 May 20, 2025
 - B. Approve minutes of the special Budget Committee meeting held on May 19, 2025
 - C. Approve Encumbrances and Expenditures
 - D. Monthly Reports

John Brown made a motion to approve Item 1. Carolina Morris seconded the motion. A roll call vote of members was taken as follows:
Yes: Todd Blackburn, Cory Box, Donna Ogez, John Brown, Keith Montgomery, Carolina Morris, Craig Murray
No: None
Motion Carried.
2. Consideration and appropriate action relating to items removed from the Consent Agenda

Withdrawn
3. Resolution 94 appropriating and approving the Fiscal Year 2025-2026 Annual Budget, providing for a pay plan and benefits program for the Jenks Aquarium Authority and providing for an effective date of July 01, 2025. [Sims]

Finance Director David Sims introduced Item 3 and answered questions, along with General Manager Christopher ShROUT and Aquarium COO Kenny Alexopoulos. Keith Montgomery made a motion to approve Item 3. Craig Murray seconded the motion. A

roll call vote of members was taken as follows:

Yes: Todd Blackburn, Cory Box, Donna Ogez, John Brown, Keith Montgomery, Carolina Morris, Craig Murray

No: None

Motion Carried.

4. Award of Purchase to Titan Aquatic Exhibits for the purchase of acrylic window panels for the Large Animal Quarantine building in the amount of \$50,786.

Aquarium COO Kenny Alexopoulos introduced Item 4 and answered questions. Craig Murray made a motion to approve Item 4. Carolina Morris seconded the motion. A roll call vote of members was taken as follows:

Yes: Todd Blackburn, Cory Box, Donna Ogez, John Brown, Keith Montgomery, Carolina Morris, Craig Murray

No: None

Motion Carried.

STAFF REPORT

1. Staff Update

Aquarium COO Kenny Alexopoulos gave his staff report and answered questions.

ADJOURNMENT

Jenks Aquarium Authority adjourned at 05:35 PM.

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 913		EXHIBITS/LSS				
245190	3 -8623	BILL CARLOZZO	REPLACEMENT LED CHIPS	9/2025	20A 06-26	935.00
					DEPARTMENT TOTAL:	935.00
DEPARTMENT: 923		JAA CAPITAL ITEMS				
245367	3 -9011	LOCKE SUPPLY CO	ELECTRICAL WORK NEW BLDG	9/2025	56341219-00 08-29	1,839.39
					DEPARTMENT TOTAL:	1,839.39
					FUND TOTAL:	2,774.39
					GRAND TOTAL:	2,774.39

G / L R E C A P

PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
9/2025	90	5-913-5242-006	EXHIBIT IMPROVEMENTS	935.00	
9/2025	90	5-923-5392	BUILDING & IMPROVEMENTS	1,839.39	2,774.39
			GRAND TOTAL ESTIMATE:		0.00
			GRAND TOTAL ACTUAL:		2,774.39
			REPORT TOTAL:		2,774.39

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT	
DEPARTMENT: 913		EXHIBITS/LSS					
250406	3 -9052	DYNASTY MARINE ASSOCIATES	IANIMALS FOR EXHIBIT	9/2025	410739 09-03	4,824.00	
251059	3 -9186	CHAMPION LIGHTING & SUPPLY	RLCMNT UV BULBS	9/2025	569420 08-26	2,145.76	
250776	3 -9321	MCROBERTS SALES CO INC	FOOD-AQ ANIMALS	9/2025	PSI008306 09-04	15,057.05	
DEPARTMENT TOTAL:						22,026.81	
DEPARTMENT: 915		DEVELOPMENT SERVICES					
250802	3 -9065	JENKS CHAMBER OF COMMERCE	LUNCHEON ENCUMBRANCE	9/2025	E1675 09-09	280.00	
DEPARTMENT TOTAL:						280.00	
DEPARTMENT: 919		FACILITY OPERATIONS					
250988	3 -9088	RK2 SYSTEMS INC	UV BULB RPLMNTS	9/2025	19466 08-26	1,824.16	
DEPARTMENT TOTAL:						1,824.16	
FUND TOTAL:						24,130.97	
GRAND TOTAL:						24,130.97	

G / L R E C A P

PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
9/2025	90	5-913-5242-004	ANIMAL ACQUISITIONS	4,824.00	
9/2025	90	5-913-5242-005	ANIMAL FEED	15,057.05	
9/2025	90	5-913-5248	REPAIR AND MAINTENANCE	2,145.76	
9/2025	90	5-915-5252	PROFESSIONAL SERVICES	280.00	
9/2025	90	5-919-5248	REPAIR & MAINTENANCE	1,824.16	24,130.97
			GRAND TOTAL ESTIMATE:		0.00
			GRAND TOTAL ACTUAL:		24,130.97
			REPORT TOTAL:		24,130.97

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 911 AQUARIUM OPERATIONS						
250050	3 -9134	OTA PIKEPASS CUSTOMER SVC	FY 25-26 PIKEPASS SERVICE	8/2025	20250796303 08-01	12.74
250800	3 -9898	SUNDANCE OFFICE SUPPLY INC	OFFICE SUPPLIES	8/2025	584296 07-16	327.34
DEPARTMENT TOTAL:						340.08
DEPARTMENT: 913 EXHIBITS/LSS						
250824	3 -9009	HOME DEPOT U.S.A., INC.	LSS/EXHIBIT SUPPLIES	8/2025	0013621 07-30	268.15
250799	3 -9012	BROOKSHIRE GROCERY COMPANY	FOOD REPTILES/MAMMALS	8/2025	3396 07-18	120.98
250810	3 -9012	BROOKSHIRE GROCERY COMPANY	FOOD REPTILES/MAMMALS	8/2025	4457 07-25	222.41
250811	3 -9081	PENTAIR AQUATIC ECO-SYSTEMS	RIGID AIRLINE	8/2025	3612610 07-22	96.09
DEPARTMENT TOTAL:						707.63
DEPARTMENT: 915 DEVELOPMENT SERVICES						
250803	3 -9898	SUNDANCE OFFICE SUPPLY INC	POLOS- MANAGERS	8/2025	584006 07-23	550.00
DEPARTMENT TOTAL:						550.00
DEPARTMENT: 916 EVENTS						
250794	3 -9028	AMERICAN WASTE CONTROL INC	DUMPSTER RENTAL	8/2025	0007503398 08-01	270.00
DEPARTMENT TOTAL:						270.00
DEPARTMENT: 919 FACILITY OPERATIONS						
250796	3 -7292	CHANCE RIDES MANUFACTURING	LIGHT BULBS-RIDES	8/2025	038434 04-16	267.77
250037	3 -8500	COX COMMUNICATIONS - TULSA	CABLE SERVICE	8/2025	066740301 AUG 25	53.06
250036	3 -8711	COX COMMUNICATIONS	TELEPHONE/INTERNET	8/2025	069560001 AUG 25	2,765.10
250809	3 -9005	LOWE'S COMPANIES, INC	GARDEN SUPPLIES	8/2025	85312 07-14	68.05
250778	3 -9009	HOME DEPOT U.S.A., INC.	DRYWALL/ELEC SUPPLIES	8/2025	9022833 07-21	188.72
250823	3 -9009	HOME DEPOT U.S.A., INC.	PLANTS AND DRYWALL TOOLS	8/2025	0013622 07-30	105.17
250795	3 -9011	LOCKE SUPPLY CO	AC FILTERS	8/2025	55967076-00 07-15	262.48
DEPARTMENT TOTAL:						3,710.35

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT	
DEPARTMENT: 923		JAA CAPITAL ITEMS					
250807	3 -7365	WESTLAKE HARDWARE, INC	CONSTRUCTION SUPPLIES	8/2025	18100812 07-24	142.17	
250779	3 -9005	LOWE'S COMPANIES, INC	CONSTRUCTION SUPPLIES	8/2025	89206 07-23	113.05	
250791	3 -9005	LOWE'S COMPANIES, INC	CONSTRUCTION SUPPLIES	8/2025	90381 07-31	567.64	
250780	3 -9009	HOME DEPOT U.S.A., INC.	CONSTRUCTION SUPPLIES	8/2025	7012835 07-23	35.37	
250788	3 -9009	HOME DEPOT U.S.A., INC.	CONSTRUCTION SUPPLIES	8/2025	2014476 08-07	136.47	
250792	3 -9009	HOME DEPOT U.S.A., INC.	CONSTRUCTION SUPPLIES	8/2025	9013757 07-31	145.68	
250797	3 -9009	HOME DEPOT U.S.A., INC.	CONSTRUCTION SUPPLIES	8/2025	2524282 07-18	177.01	
250806	3 -9009	HOME DEPOT U.S.A., INC.	CONSTRUCTION SUPPLIES	8/2025	6511753 07-24	103.18	
DEPARTMENT TOTAL:						1,420.57	
FUND TOTAL:						6,998.63	
GRAND TOTAL:						6,998.63	

G / L R E C A P

PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
8/2025	90	5-911-5234	TRAVEL	12.74	
8/2025	90	5-911-5244	OFFICE SUPPLIES	327.34	
8/2025	90	5-913-5242-001	MATERIALS & SUPPLIES	96.09	
8/2025	90	5-913-5242-005	ANIMAL FEED	343.39	
8/2025	90	5-913-5248	REPAIR AND MAINTENANCE	268.15	
8/2025	90	5-915-5252	PROFESSIONAL SERVICES	550.00	
8/2025	90	5-916-5242	MATERIALS & SUPPLIES	270.00	
8/2025	90	5-919-5242	MATERIALS & SUPPLIES	892.19	
8/2025	90	5-919-5258	COMMUNICATIONS	2,818.16	
8/2025	90	5-923-5392	BUILDING & IMPROVEMENTS	1,420.57	6,998.63

GRAND TOTAL ESTIMATE: 0.00
 GRAND TOTAL ACTUAL: 6,998.63

REPORT TOTAL: 6,998.63

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 911		AQUARIUM OPERATIONS				
250006	3 -7161	UKG INC.	HR/PAYROLL PROCESSING	8/2025	I01100050504 08-16	365.05
250027	3 -9587	COMMUNITY CARE HMO INC	COMMUNITY CARE EAP	8/2025	08-25 MONTHLY EAP	58.75
DEPARTMENT TOTAL:						423.80
DEPARTMENT: 919		FACILITY OPERATIONS				
250067	3 -7417	CHUBB & SON INC	INSURANCE PREMIUM 25-26	8/2025	000D03162424 08-12	9,188.56
250016	3 -9019	OKLAHOMA NATURAL GAS	25-26 GAS SERVICE	8/2025	109601609 AUG 25	1,401.84
DEPARTMENT TOTAL:						10,590.40
FUND TOTAL:						11,014.20
GRAND TOTAL:						11,014.20

G / L R E C A P

PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
8/2025	90	5-911-5250	CONTRACTUAL SERVICES	365.05	
8/2025	90	5-911-5262	INSURANCE	58.75	
8/2025	90	5-919-5260	UTILITIES	1,401.84	
8/2025	90	5-919-5262	INSURANCE	9,188.56	11,014.20
			GRAND TOTAL ESTIMATE:		0.00
			GRAND TOTAL ACTUAL:		11,014.20
			REPORT TOTAL:		11,014.20

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 911		AQUARIUM OPERATIONS				
241021	3 -9065	JENKS CHAMBER OF COMMERCE	MNTHLY LUNCH REGISTRATION	8/2025	E1590 08-18	70.00
DEPARTMENT TOTAL:						70.00
FUND TOTAL:						70.00
GRAND TOTAL:						70.00

PAID UNAPPROVED

G / L R E C A P

PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
8/2025	90	5-911-5230	BUSINESS	70.00	70.00
			GRAND TOTAL ESTIMATE:		0.00
			GRAND TOTAL ACTUAL:		70.00
			REPORT TOTAL:		70.00

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 919		FACILITY OPERATIONS				
250943	3 -7376	ROBIN WINTER	25-26 MOWING ENCUMBRANCE	8/2025	202507041	3,600.00
DEPARTMENT TOTAL:						3,600.00
FUND TOTAL:						3,600.00
GRAND TOTAL:						3,600.00

PAID UNAPPROVED

G / L R E C A P

PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
8/2025	90	5-919-5250	CONTRACTUAL SERVICES	3,600.00	3,600.00
			GRAND TOTAL ESTIMATE:		0.00
			GRAND TOTAL ACTUAL:		3,600.00
			REPORT TOTAL:		3,600.00

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 913 EXHIBITS/LSS						
251202	3 -8662	ULINE, INC.	SHELVES-NEW FREEZER	8/2025	196876136 08-20	613.25
251203	3 -8977	ZORO TOOLS INC	O2 ANALYER	8/2025	INV17032716 08-18	285.99
250991	3 -9009	HOME DEPOT U.S.A., INC.	LSS/EXHIBIT SUPPLIES	8/2025	4012058 07-16	732.99
251002	3 -9009	HOME DEPOT U.S.A., INC.	LSS/EXHIBITS SUPPLIES	8/2025	7015047 08-12	215.16
250989	3 -9012	BROOKSHIRE GROCERY COMPANY	FOOD REPTILES/MAMMALS	8/2025	7650 08-15	149.90
251201	3 -9012	BROOKSHIRE GROCERY COMPANY	FOOD REPTILES/MAMMALS	8/2025	3211 08-22	155.21
250775	3 -9081	PENTAIR AQUATIC ECO-SYSTEMS	SAND FILTERS/VALVES	8/2025	3618342 08-15	5,931.94
251206	3 -9140	FISHER SCIENTIFIC COMPANY	LLAB SUPPLIES	8/2025	2417188 07-21	100.87
250414	3 -9217	LINDE GAS & EQUIPMENT INC.	LAB SUPPLIES	8/2025	51639029 08-22	555.79
250994	3 -9689	SOUTHERN AGRICULTURE INC	FROG FOOD/MAMMAL BEDDING	8/2025	707515 08-15	50.86
251200	3 -9689	SOUTHERN AGRICULTURE INC	FROG FOOD/MAMMAL BDG	8/2025	708027 08-20	39.87
250344	3 -9722	DIVE SITE INC	DIVER CERTIFICATIONS	8/2025	69116 08-21	1,575.00
250416	3 -9897	ACCURATE ENVIRONMENTAL LLC	LAB SUPPLIES	8/2025	SU39429 08-13	9,577.25
250992	3 -9929	APLYSIA RESOURCE FACILITY	FOOD-AQ ANIMALS	8/2025	207815 08-05	165.00
250813	3 -9991	WATER STORE, INC.	PVC FITTINGS	8/2025	554865 08-26	3,460.68
250814	3 -9991	WATER STORE, INC.	STOCK SUPPLIES	8/2025	554471 08-18	669.73
251006	3 -9991	WATER STORE, INC.	LSS-SPRAY TOOL EXTENSION	8/2025	2-425451 08-11	36.61
DEPARTMENT TOTAL:						24,316.10
DEPARTMENT: 915 DEVELOPMENT SERVICES						
250801	3 -9065	JENKS CHAMBER OF COMMERCE	ANNUAL MEMBERSHIP	8/2025	1588A 05-03	645.00
250996	3 -9126	HOBBY LOBBY	GIFT BASKET SUPPLIES	8/2025	142611210 07-23	86.41
DEPARTMENT TOTAL:						731.41
DEPARTMENT: 916 EVENTS						
251000	3 -8649	EXPOSERVE MANAGEMENT CORP	CATERING FOR EVENTS	8/2025	E28427 07-23	800.00
250804	3 -9005	LOWE'S COMPANIES, INC	RPLCMNT ADIRONDACK CHAIRS	8/2025	97446 07-25	386.27
DEPARTMENT TOTAL:						1,186.27
DEPARTMENT: 919 FACILITY OPERATIONS						
251005	3 -7012	HD SUPPLY FACILITIES	MAINTENEW MOPS/POLES	8/2025	879060820 08-14	88.52
251001	3 -7019	MAGIC REFRIGERATION CO.	FILTERS FOR ADMIN	8/2025	0058722-IN 07-01	144.75
250993	3 -8371	O'REILLY AUTO PARTS	MAINT SUPPLIES	8/2025	2075-441383 08-05	24.98
251205	3 -8371	O'REILLY AUTO PARTS	FORKLIFT BATTERY	8/2025	2075-443652 08-20	251.99
251003	3 -8796	A BETTER AIR SERVICE INC	RTU25/RTU11 REPAIRS	8/2025	16736 08-08	1,534.00
251004	3 -9009	HOME DEPOT U.S.A., INC.	FLOWERS/PEST/WEED CNTRL	8/2025	9014797 08-10	269.30
250990	3 -9022	STAND-BY PERSONNEL INC	HOUSEKEEPING/GARDENING	8/2025	311577 08-10	1,846.00
250412	3 -9353	ALERT 360 (FORMERLY GUARDIAA	LARM SERVICE ENCUMBRANCE	8/2025	16564288 08-11	125.83
251204	3 -9438	THE SHERWIN-WILLIAMS CO.,	IPAIN T SUPPLIES	8/2025	4187-2 08-18	61.95
250379	3 -9642	DANDI GUARANTY PEST SOLUTIO	PEST CONTROL	8/2025	403390 08-21	150.00
DEPARTMENT TOTAL:						4,497.32

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 923		JAA CAPITAL ITEMS				
251007	3 -9005	LOWE'S COMPANIES, INC	CONSTRUCTION SUPPLIES	8/2025	88826 08-08	28.55
250995	3 -9009	HOME DEPOT U.S.A., INC.	CONSTRUCTION SUPPLIES	8/2025	4521577 08-15	58.94
DEPARTMENT TOTAL:						87.49
FUND TOTAL:						30,818.59
GRAND TOTAL:						30,818.59

PAID UNAPPROVED

G / L R E C A P

PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
8/2025	90	5-913-5242-001	MATERIALS & SUPPLIES	2,278.98	
8/2025	90	5-913-5242-002	WATER QUALITY	10,233.91	
8/2025	90	5-913-5242-005	ANIMAL FEED	470.11	
8/2025	90	5-913-5248	REPAIR AND MAINTENANCE	11,333.10	
8/2025	90	5-915-5242	MATERIALS AND SUPPLIES	86.41	
8/2025	90	5-915-5252	PROFESSIONAL SERVICES	645.00	
8/2025	90	5-916-5242	MATERIALS & SUPPLIES	1,186.27	
8/2025	90	5-919-5242	MATERIALS & SUPPLIES	696.74	
8/2025	90	5-919-5248	REPAIR & MAINTENANCE	3,674.75	
8/2025	90	5-919-5250	CONTRACTUAL SERVICES	125.83	
8/2025	90	5-923-5392	BUILDING & IMPROVEMENTS	87.49	30,818.59
GRAND TOTAL ESTIMATE:					0.00
GRAND TOTAL ACTUAL:					30,818.59
REPORT TOTAL:					30,818.59

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 913		EXHIBITS/LSS				
250382	3 -9267	BRAINERD CHEMICAL CO INC	CHEMICALS FOR LAB	9/2025	CD99025316 08-29	1,123.47
DEPARTMENT TOTAL:						1,123.47
DEPARTMENT: 919		FACILITY OPERATIONS				
250021	3 -9028	AMERICAN WASTE CONTROL INC	25-26 TRASH SERVICE	9/2025	0007539350 09-01	644.69
DEPARTMENT TOTAL:						644.69
FUND TOTAL:						1,768.16
GRAND TOTAL:						1,768.16

PAID UNAPPROVED

G / L R E C A P

PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
9/2025	90	5-913-5242-002	WATER QUALITY	1,123.47	
9/2025	90	5-919-5250	CONTRACTUAL SERVICES	644.69	1,768.16
			GRAND TOTAL ESTIMATE:		0.00
			GRAND TOTAL ACTUAL:		1,768.16
			REPORT TOTAL:		1,768.16

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 919		FACILITY OPERATIONS				
251290	3 -9036	PUBLIC SERVICE COMPANY	SEPT 25 ELECTRIC SERVICE	9/2025	95194285300 SEP 25	79,323.34
DEPARTMENT TOTAL:						79,323.34
FUND TOTAL:						79,323.34
GRAND TOTAL:						79,323.34

PAID UNAPPROVED

G / L R E C A P

PERIOD	G/L ACCOUNT	NAME	AMOUNT	TOTAL
9/2025	90 5-919-5260	UTILITIES	79,323.34	79,323.34
		GRAND TOTAL ESTIMATE:		0.00
		GRAND TOTAL ACTUAL:		79,323.34
		REPORT TOTAL:		79,323.34

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: N/A NON-DEPARTMENTAL						
251296	3 -7343	JENKS PUBLIC WORKS AUTHORITY	09-25 JPWA-AQ PLEDGE LOAN	9/2025	09-25 JPWA-AQ PLED	7,006.70
						DEPARTMENT TOTAL: 7,006.70
DEPARTMENT: 611 DEBT SERVICE						
251296	3 -7343	JENKS PUBLIC WORKS AUTHORITY	09-25 JPWA-AQ PLEDGE LOAN	9/2025	09-25 JPWA-AQ PLED	186.01
251297	3 -9268	BANCFIRST	09-25 2021 BOND 90127240	9/2025	9-25 2021 90127240	98,072.02
						DEPARTMENT TOTAL: 98,258.03
DEPARTMENT: 911 AQUARIUM OPERATIONS						
250340	3 -7099	ETHERFLOW	AQ BITWARDEN LICENSE	9/2025	1622 09-01	51.33
250817	3 -7241	C.2K ENTERTAINMENT INC	VR SALES REVENUE SHARE	9/2025	1754 09-05	6,779.50
250055	3 -8458	A T & T MOBILITY	AQ IPADS	9/2025	287291914369 SEP25	120.12
250087	3 -9787	COMPSOURCE MUTUAL INSURANCE	FY 25-26 WORKERS COMP	9/2025	1023941555 09-01	281.58
250024	3 -9989	BENEFIT RESOURCES INC	FSA PARTICIPANTS	9/2025	18-35178 09-01	82.30
						DEPARTMENT TOTAL: 7,314.83
DEPARTMENT: 912 EDUCATION - PROGRAMS						
250055	3 -8458	A T & T MOBILITY	AQ IPADS	9/2025	287291914369 SEP25	40.04
250087	3 -9787	COMPSOURCE MUTUAL INSURANCE	FY 25-26 WORKERS COMP	9/2025	1023941555 09-01	191.46
						DEPARTMENT TOTAL: 231.50
DEPARTMENT: 913 EXHIBITS/LSS						
250087	3 -9787	COMPSOURCE MUTUAL INSURANCE	FY 25-26 WORKERS COMP	9/2025	1023941555 09-01	2,110.68
						DEPARTMENT TOTAL: 2,110.68
DEPARTMENT: 915 DEVELOPMENT SERVICES						
250696	3 -9065	JENKS CHAMBER OF COMMERCE	MARKETING/TOURSIM	9/2025	1769 09-01	6,000.00
250087	3 -9787	COMPSOURCE MUTUAL INSURANCE	FY 25-26 WORKERS COMP	9/2025	1023941555 09-01	368.79
						DEPARTMENT TOTAL: 6,368.79

PAID UNAPPROVED

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 916						
EVENTS						
250055	3 -8458	A T & T MOBILITY	AQ IPADS	9/2025	287291914369 SEP25	40.04
250087	3 -9787	COMPSOURCE MUTUAL INSURANCEFY	25-26 WORKERS COMP	9/2025	1023941555 09-01	184.37
DEPARTMENT TOTAL:						224.41
DEPARTMENT: 918						
VISITOR SERVICES						
250055	3 -8458	A T & T MOBILITY	AQ IPADS	9/2025	287291914369 SEP25	200.20
250087	3 -9787	COMPSOURCE MUTUAL INSURANCEFY	25-26 WORKERS COMP	9/2025	1023941555 09-01	837.44
DEPARTMENT TOTAL:						1,037.64
DEPARTMENT: 919						
FACILITY OPERATIONS						
250341	3 -7099	ETHERFLOW	AQ DNS FILTER-	9/2025	1624 09-01	82.50
250055	3 -8458	A T & T MOBILITY	AQ IPADS	9/2025	287291914369 SEP25	61.84
250037	3 -8500	COX COMMUNICATIONS - TULSA	CABLE SERVICE	9/2025	066740301 SEP 25	53.06
250036	3 -8711	COX COMMUNICATIONS	TELEPHONE/INTERNET	9/2025	069560001 SEP 25	2,770.18
250016	3 -9019	OKLAHOMA NATURAL GAS	25-26 GAS SERVICE	9/2025	266561136 SEP 25	199.41
250379	3 -9642	DANDI GUARANTY PEST SOLUTIO	PEST CONTROL	9/2025	399486 07-03	306.00
250087	3 -9787	COMPSOURCE MUTUAL INSURANCEFY	25-26 WORKERS COMP	9/2025	1023941555 09-01	435.76
DEPARTMENT TOTAL:						3,908.75
DEPARTMENT: 940						
SPECIAL EXHIBITORY FORCE						
250087	3 -9787	COMPSOURCE MUTUAL INSURANCEFY	25-26 WORKERS COMP	9/2025	1023941555 09-01	296.86
DEPARTMENT TOTAL:						296.86
FUND TOTAL:						126,758.19
GRAND TOTAL:						126,758.19

PAID UNAPPROVED

G / L R E C A P

PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
9/2025	90	2100-059	DUE TO F. 59 - JPWA RISK MGMT	7,006.70	
9/2025	90	5-611-5252	PROFESSIONAL SERVICES	2,304.31-	
9/2025	90	5-611-5264	INTEREST	39,312.34	
9/2025	90	5-611-5266	MATURED BONDS	61,250.00	
9/2025	90	5-911-5121	WORKERS' COMPENSATION	281.58	
9/2025	90	5-911-5250	CONTRACTUAL SERVICES	6,861.80	
9/2025	90	5-911-5254	SUBSCRIPTIONS	51.33	
9/2025	90	5-911-5258	COMMUNICATIONS	120.12	
9/2025	90	5-912-5121	WORKERS' COMPENSATION	191.46	
9/2025	90	5-912-5258	COMMUNICATIONS	40.04	
9/2025	90	5-913-5121	WORKERS' COMPENSATION	2,110.68	
9/2025	90	5-915-5121	WORKERS' COMPENSATION	368.79	
9/2025	90	5-915-5271	STATE SALES TAX MARKETING EXP.	6,000.00	
9/2025	90	5-916-5121	WORKERS' COMPENSATION	184.37	
9/2025	90	5-916-5258	COMMUNICATIONS	40.04	
9/2025	90	5-918-5121	WORKERS' COMPENSATION	837.44	
9/2025	90	5-918-5258	COMMUNICATIONS	200.20	
9/2025	90	5-919-5121	WORKER'S COMPENSATION	435.76	
9/2025	90	5-919-5248	REPAIR & MAINTENANCE	306.00	
9/2025	90	5-919-5258	COMMUNICATIONS	2,967.58	
9/2025	90	5-919-5260	UTILITIES	199.41	
9/2025	90	5-940-5121	WORKER'S COMPENSATION	296.86	126,758.19

GRAND TOTAL ESTIMATE: 0.00

GRAND TOTAL ACTUAL: 126,758.19

REPORT TOTAL: 126,758.19

JAA ENCUMBRANCES AND EXPENDITURES

Payroll and Benefits for approval September 1, 2025 through September 15, 2025
PAID UNAPPROVED

PAYROLL FOR EMPLOYEES \$70,000.00

EMPLOYEE PAID PAYROLL BENEFITS INCLUDED IN PAYROLL

Bank of Oklahoma	Federal Tax Deposit	\$6,000.00
Bank of Oklahoma	State Tax Deposit	\$2,500.00
Bank of Oklahoma	FICA/Medicare Taxes	\$5,500.00
AFLAC	Accident Insurance	\$250.00
Benefits Resource Inc	Flex Plan	\$200.00
Community Care	Medical Insurance	\$200.00
Delta Dental	Dental Insurance	\$450.00
Mutual of Omaha	Life Insurance	\$125.00
Vision Services Plan	Vision Insurance	\$100.00
VOYA	457 Retirement	\$800.00
	TOTAL	\$16,125.00

ADDITIONAL EMPLOYER PAID PAYROLL BENEFITS

Bank of Oklahoma	FICA/Medicare	\$5,500.00
Community Care	Medical Insurance	\$9,500.00
Mutual of Omaha	Life Insurance	\$200.00
OKMRF	6.8% Employee Retirement	\$4,000.00
	TOTAL	\$19,200.00

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

JAA ENCUMBRANCES AND EXPENDITURES

Payroll and Benefits for approval September 16, 2025 through September 30, 2025
PAID UNAPPROVED

PAYROLL FOR EMPLOYEES \$70,000.00

EMPLOYEE PAID PAYROLL BENEFITS INCLUDED IN PAYROLL

Bank of Oklahoma	Federal Tax Deposit	\$6,000.00
Bank of Oklahoma	State Tax Deposit	\$2,500.00
Bank of Oklahoma	FICA/Medicare Taxes	\$5,500.00
AFLAC	Accident Insurance	\$250.00
Benefits Resource Inc	Flex Plan	\$200.00
Community Care	Medical Insurance	\$200.00
Delta Dental	Dental Insurance	\$450.00
Mutual of Omaha	Life Insurance	\$125.00
Vision Services Plan	Vision Insurance	\$100.00
VOYA	457 Retirement	\$800.00
	TOTAL	\$16,125.00

ADDITIONAL EMPLOYER PAID PAYROLL BENEFITS

Bank of Oklahoma	FICA/Medicare	\$5,500.00
Community Care	Medical Insurance	\$9,500.00
Mutual of Omaha	Life Insurance	\$200.00
OKMRF	6.8% Employee Retirement	\$4,000.00
	TOTAL	\$19,200.00

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

Jenks Aquarium Authority
Fund 90
Financial Position
As of 08/31/2025

	Actual FY 25-26 Jul 1 - Aug 31	Budget Year 2 FY 25-26	Actual FY 24-25 Jul 1 - Aug 31
Gross Revenues:			
Ticket Sales	\$ 1,094,217.55	\$ 4,393,000.00	\$ 1,146,768.29
E-Tickets	171,735.47	599,000.00	172,357.50
Memberships	177,348.27	915,000.00	178,085.04
Education Programs	16,563.75	232,000.00	17,769.00
Education - Fish Friends	4,672.00	64,000.00	14,116.00
4th of July Event - Boomfest	-	5,000.00	5,789.95
Event Sales	20,420.24	144,000.00	25,568.63
Birthday Parties	3,420.00	54,000.00	5,293.88
Grants & Donations	-	40,000.00	-
Fish Food	68,478.71	290,000.00	68,137.74
Wishing Well	2,001.69	10,000.00	2,059.62
Exhibit Donations	5,529.49	80,000.00	12,111.67
Aquarium Run Event	935.00	51,000.00	-
Special Events	3,093.65	20,000.00	11,604.86
Hallowmarine Event	837.77	81,500.00	-
Gift Shop	68,976.44	251,000.00	68,265.48
Stroller Rentals	611.29	1,300.00	514.67
Café Deli	22,953.85	120,000.00	12,153.49
Event Catering	2,456.69	25,000.00	1,639.06
Vending/ATM Commission	1,271.34	7,600.00	1,096.89
Arcade Machine Commission	1,118.80	9,000.00	-
Hurricane Simulator	4,989.00	25,000.00	4,994.00
V.R. Simulator	42,484.13	262,000.00	50,158.21
Pressed Penny Machine	3,987.63	6,000.00	-
Photo Booth	6,949.48	33,000.00	6,393.37
Carousel	41,347.17	204,000.00	43,597.04
Holiday Inn Rent	28,976.34	50,000.00	18,090.58
State Sales Tax - Marketing \$	72,510.22	287,000.00	72,472.10
Miscellaneous Revenue	105.00	10,000.00	105.00
Interest	37,773.84	100,000.00	42,597.73
Interest on Investment	26,781.14	75,000.00	20,473.10
Total Gross Revenues:	\$ 1,932,545.95	\$ 8,444,400.00	\$ 2,002,212.90

Operating Expenditures:			
Aquarium Operations	\$ 209,232.78	\$ 624,960.00	\$ 214,035.55
Education	31,201.06	202,155.00	27,765.47
Exhibits/LSS	392,415.04	2,606,740.00	356,143.61
Development Services	154,566.06	794,682.00	181,307.52
Events	63,881.31	380,145.00	47,981.62
Visitors Services	144,418.79	937,200.00	157,623.19
Facility Operations	546,368.81	1,990,040.00	582,602.05
Volunteer Services	1,575.92	24,905.00	1,465.62
Special Exhibit Personnel	31,031.75	355,800.00	33,345.27
Total Operating Expenditures:	\$ 1,574,691.52	\$ 7,916,627.00	\$ 1,602,269.90
Operating Gain/(Loss)	\$ 357,854.43	\$ 527,773.00	\$ 399,943.00
Capital Expenditures:			
ODWC Grant	\$ -	\$ -	\$ 9,503.85
Capital Items	11,284.51	1,328,707.00	87,044.32
Total Capital Expenditures:	\$ 11,284.51	\$ 1,328,707.00	\$ 96,548.17
Debt Service:			
Professional Services	\$ (4,608.62)	\$ 7,500.00	\$ (6,187.34)
Interest	78,703.11	472,000.00	80,516.26
Principal	122,500.00	799,000.00	120,833.32
Total Debt Service:	\$ 196,594.49	\$ 1,278,500.00	\$ 195,162.24
Total Non-Operating Expenditures	\$ 207,879.00	\$ 2,607,207.00	\$ 291,710.41
Total Expenditures:	\$ 1,782,570.52	\$ 10,523,834.00	\$ 1,893,980.31
Excess (deficiency) of Revenues over Expenditures:	\$ 149,975.43	\$ (2,079,434.00)	\$ 108,232.59
Transfers In/(Out)			
Transfers From JPWA Risk Management Fund (Fund 59)	\$ -	\$ 500,000.00	\$ -
Transfers From JAA Construction Fund (Fund 93)	-	1,000,000.00	568,548.88
Transfers To JAA Risk Management (Fund 91)	-	(70,000.00)	-
Total Transfers:	\$ -	\$ 1,430,000.00	\$ 568,548.88
Net Change in Fund Balance:	\$ 149,975.43	\$ (649,434.00)	\$ 676,781.47

Prepared by Matthew Johnson 09/10/2025



PARENT ACCOUNT:
CITY OF JENKS 29

REPORT FOR:
CITY OF JENKS 29
2960-00-656689-7
JUL-24-2025 TO AUG-23-2025

PAGE 1

Financial Summary

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

DEPARTMENT	DESCRIPTION	UNITS	COST OR FEE	TOTAL FEES	FUEL \$	OTHER \$	EXEMPTED TAX	NET \$	TOTAL FEES & PURCHASES
215	Unleaded Regular	24.53	2.799	0.00	68.66	0.00	-9.15	59.51	
	PERIOD			0.00	68.66	0.00	-9.15	59.51	59.51
	YTD			0.00	1361.30	0.00	-175.68	1185.62	1185.62
252	Unleaded Regular	31.28	2.819	0.00	88.00	0.00	-11.66	76.34	
	PERIOD			0.00	88.00	0.00	-11.66	76.34	76.34
	YTD			0.00	531.40	0.00	-70.98	460.42	460.42
311	Unleaded Regular	2989.97	2.760	0.00	8254.91	0.00	-1115.10	7139.81	
	PERIOD			0.00	8254.91	0.00	-1115.10	7139.81	7139.81
	YTD			0.00	59798.70	0.00	-8013.53	51785.17	51785.17
411	Regular Diesel #2	503.43	3.463	0.00	1744.75	0.00	-217.93	1526.82	
	Unleaded Regular	277.47	2.768	0.00	767.74	0.00	-103.48	664.26	
	PERIOD			0.00	2512.49	0.00	-321.41	2191.08	2191.08
	YTD			0.00	22053.37	0.00	-2845.09	19208.28	19208.28
511	Unleaded Regular	57.76	2.814	0.00	162.33	0.00	-21.54	140.79	
	PERIOD			0.00	162.33	0.00	-21.54	140.79	140.79
	YTD			0.00	3617.14	0.00	-479.64	3137.50	3137.50
512	Unleaded Regular	30.91	2.759	0.00	85.27	0.00	-11.53	73.74	
	PERIOD			0.00	85.27	0.00	-11.53	73.74	73.74
	YTD			0.00	517.55	0.00	-68.84	448.71	448.71
521	Regular Diesel #2	62.75	3.599	0.00	225.84	0.00	-27.17	198.67	
	Unleaded Plus	77.53	3.042	0.00	236.02	0.00	-28.92	207.10	
	Unleaded Regular	54.50	2.899	0.00	158.01	0.00	-20.33	137.68	
	Unleaded Super	103.46	3.457	0.00	357.44	0.00	-38.61	318.83	
	PERIOD			0.00	977.31	0.00	-115.03	862.28	862.28
	YTD			0.00	6812.35	0.00	-822.04	5990.31	5990.31
522	Unleaded Plus	99.59	3.046	0.00	303.00	0.00	-37.12	265.88	
	Unleaded Regular	158.73	2.770	0.00	439.43	0.00	-59.20	380.23	
	Unleaded Super	24.09	3.279	0.00	79.00	0.00	-8.99	70.01	
	PERIOD			0.00	821.43	0.00	-105.31	716.12	716.12
	YTD			0.00	5241.61	0.00	-668.81	4572.80	4572.80
531	Unleaded Plus	140.90	3.076	0.00	432.44	0.00	-52.56	379.88	
	Unleaded Regular	207.31	2.763	0.00	570.60	0.00	-77.34	493.26	
	Unleaded Super	44.66	3.439	0.00	154.99	0.00	-16.65	138.34	
	PERIOD			0.00	1158.03	0.00	-146.55	1011.48	1011.48
	YTD			0.00	9507.73	0.00	-1183.01	8324.72	8324.72
533	Unleaded Regular	490.55	2.777	0.00	1360.63	0.00	-182.99	1177.64	
	PERIOD			0.00	1360.63	0.00	-182.99	1177.64	1177.64
	YTD			0.00	8091.57	0.00	-1076.42	7015.15	7015.15



PARENT ACCOUNT:
CITY OF JENKS 29

REPORT FOR:
CITY OF JENKS 29
2960-00-656689-7
JUL-24-2025 TO AUG-23-2025

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END OF REPORT

Financial Summary

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

DEPARTMENT	DESCRIPTION	UNITS	COST OR FEE	TOTAL FEES	FUEL \$	OTHER \$	EXEMPTED TAX	NET \$	TOTAL FEES & PURCHASES
561	Unleaded Regular	124.72	2.779	0.00	346.00	0.00	-46.51	299.49	
	PERIOD			0.00	346.00	0.00	-46.51	299.49	299.49
	YTD			0.00	3024.82	0.00	-367.84	2656.98	2656.98
562	Unleaded Regular	101.46	2.783	0.00	282.40	0.00	-37.84	244.56	
	PERIOD			0.00	282.40	0.00	-37.84	244.56	244.56
	YTD			0.00	2382.89	0.00	-316.47	2066.42	2066.42
571	Unleaded Regular	32.82	2.759	0.00	90.55	0.00	-12.25	78.30	
	PERIOD			0.00	90.55	0.00	-12.25	78.30	78.30
	YTD			0.00	302.50	0.00	-40.29	262.21	262.21
911				0.00	0.00	0.00	0.00	0.00	0.00
	PERIOD			0.00	96.61	0.00	-12.31	84.30	84.30
	YTD			0.00					
919	Regular Diesel #2	21.26	3.539	0.00	75.24	0.00	-9.21	66.03	
	Unleaded Regular	54.24	2.744	0.00	147.96	0.00	-20.22	127.74	
	PERIOD			0.00	223.20	0.00	-29.43	193.77	193.77
	YTD			0.00	871.46	0.00	-114.88	756.58	756.58
Unassigned	Rebate	5713.79	0.030	-171.41	0.00	0.00	0.00	0.00	
	PERIOD			-171.41	0.00	0.00	0.00	0.00	-171.41
	YTD			0.00	0.00	0.00	0.00	0.00	0.00
ACCOUNT TOTALS	Regular Diesel #2	587.44	3.539	0.00	2045.83	0.00	-254.31	1791.52	
	Unleaded Plus	318.02	3.076	0.00	971.46	0.00	-118.60	852.86	
	Unleaded Regular	4636.25	2.744	0.00	12822.49	0.00	-1729.14	11093.35	
	Unleaded Super	172.21	3.439	0.00	591.43	0.00	-64.25	527.18	
	Rebate	5713.79	0.030	-171.41	0.00	0.00	0.00	0.00	
	PERIOD			-171.41	16431.21	0.00	-2166.30	14264.91	14093.50
	YTD			0.00	124211.00	0.00	-16255.83	107955.17	107955.17

ACCOUNTS RECEIVABLE SUMMARY - Invoice 106868465	
PREVIOUS BALANCE	14931.10
PAYMENTS	-14931.10
PURCHASES	14264.91
DEBITS	0.00
CREDITS	0.00
QuikTrip Rebate	-171.41
PRIVATE SITE ANCILLARIES	0.00
AMOUNT DUE	14093.50



PARENT ACCOUNT:
CITY OF JENKS 29

REPORT FOR:
CITY OF JENKS 29
2960-00-656689-7
JUL-24-2025 TO AUG-23-2025

PAGE 1
END OF REPORT

Site Summary

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

BRAND	ADDRESS	NO. TRANS	FUEL UNITS	FUEL \$	OTHER \$	EXEMPT TAX	NET \$
QUIKTRIP	15102 S Memorial Dr, Bixby, OK 74008	1	15.911	44.53	0.00	-5.93	38.60
	91 W 141st St, Glenpool, OK 74033	1	17.229	46.33	0.00	-6.42	39.91
	712 S Elm St, Jenks, OK 74037	388	5471.279	15746.65	0.00	-2074.59	13672.06
	1040 E Taft Ave, Sapulpa, OK 74066	3	29.052	80.02	0.00	-10.84	69.18
	12100 S Waco Ave, Sapulpa, OK 74066	3	54.566	151.26	0.00	-20.35	130.91
	1222 N 9th St, Sapulpa, OK 74066-2222	1	14.160	38.78	0.00	-5.28	33.50
	18 S 193rd East Ave, Tulsa, OK 74108	2	30.690	85.95	0.00	-11.44	74.51
	12308 E 46th St N, Tulsa, OK 74116	1	5.407	14.49	0.00	-2.02	12.47
	5151 E 71st St, Tulsa, OK 74136	1	21.259	75.24	0.00	-9.21	66.03
	9555 Riverside Pkwy, Tulsa, OK 74137	4	54.239	147.96	0.00	-20.22	127.74
	PERIOD TOTALS		405	5713.792	16431.21	0.00	-2166.30

Transaction Date	Transaction Time	Card Number	Custom Vehicle/Asset ID	Units	Product	Merchant Name	Merchant Address	Merchant City	Merchant State / Province	Merchant Postal Code	Current Odometer	Adjusted Odometer	Driver Last Name	Driver Department	Department
07/29/2025	11:49:07	****01581	919 15 FORD F550	21.3	DSL	Quiktrip 0093	5151 E 71st St	Tulsa	OK	74136	137042		ZIARA	913	919
07/29/2025	12:43:16	****00031	919 908 08 XTERRA	10.6	UNL	Quiktrip 0096	9555 Riverside Pkv	Tulsa	OK	74137	123461	123515	ZIARA	913	919
07/29/2025	12:56:41	****01401	919 663 17 RAM	13.8	UNL	Quiktrip 0096	9555 Riverside Pkv	Tulsa	OK	74137	39272	39155	ZIARA	913	919
08/10/2025	13:24:40	****01401	919 663 17 RAM	18.7	UNL	Quiktrip 0096	9555 Riverside Pkv	Tulsa	OK	74137	39607		ZIARA	913	919
08/12/2025	13:43:50	****00031	919 908 08 XTERRA	11.1	UNL	Quiktrip 0096	9555 Riverside Pkv	Tulsa	OK	74137	123632		HOLLIDAY	913	919



Memorandum

TO: Chair and Members of the Jenks Aquarium Authority

FROM: Micheal Sanchez, Deputy Finance Director

DATE: August 19, 2025

Re: Engagement for Auditors for the FY 24-25 Annual Audit

City of Jenks employs the best practice of selecting new audit firms at least every five years. Last year’s audit of the FY 23-24 financials was the completion of the fifth year by Elfrink and Associates. After submitting a request for proposal (“RFP”) to several area CPA firms, staff has elected Hinkle & Company, PC (“Hinkle”) to provide the City and all its public trusts with the annual financial audit for FY 24-25. They have several years of experience working with other municipalities and other similar public entities.

Each year, the City engages with the auditor to provide a separate audit report for the Jenks Aquarium Authority. We intend to continue this practice this year as well. The fee for the FY 24-25 audit is estimated at \$16,000.

Staff recommends the approval of Hinkle’s proposal to provide External Audit Services for FY 24-25, with the option to provide audit services for the subsequent four years, as outlined in the included RFP and their engagement letter for the FY 24-25 audit to be paid within the existing FY 25-26 budgets.



June 18, 2025

Jenks Aquarium Authority
211 N Elm Street
Jenks, OK 74037

You have requested that we audit the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of Claremore Industrial & Economic Development Authority, as of June 30, 2025 and for the year then ended and the related notes, which collectively comprise Jenks Aquarium Authority's basic financial statements as listed in the table of contents. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audit will be conducted with the objective of our expressing an opinion on each opinion unit applicable to those basic financial statements.

Accounting principles generally accepted in the United States of America, (U.S. GAAP,) as promulgated by the Governmental Accounting Standards Board (GASB) require that management's discussion and analysis be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the GASB, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America, (U.S. GAAS). These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by U.S. GAAP. This RSI will be subjected to certain limited procedures but will not be audited:

- Management Discussion and Analysis

Audit Objectives

We will conduct our audit in accordance with GAAS and, if applicable, in accordance with Government Auditing Standards, and/or any state or regulatory audit requirements. As part of an audit in accordance with GAAS and, if applicable, in accordance with Government Auditing Standards, and/or any state or regulatory audit requirements, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

5028 E. 101st Street
Tulsa, OK 74137
TEL: 918.492.3388
FAX: 918.492.4443
www.hinklecpas.com

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Jenks Aquarium Authority's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS and, if applicable, in accordance with Government Auditing Standards, and/or any state or regulatory audit requirements.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

Compliance with Laws and Regulations

As previously discussed, as part of obtaining reasonable assurance about whether the basic financial statements are free of material misstatement, we will perform tests of Jenks Aquarium Authority's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Management Responsibilities

Our audit will be conducted on the basis that management acknowledge and understand that they have responsibility:

- a. For the preparation and fair presentation of the basic financial statements in accordance with accounting principles generally accepted in the United States of America;
- b. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of basic financial statements that are free from material misstatement, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements;



- c. To provide us with:
 - i. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the basic financial statements such as records, documentation, and other matters;
 - ii. Additional information that we may request from management for the purpose of the audit;
 - iii. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
- d. For including the auditor's report in any document containing basic financial statements that indicates that such basic financial statements have been audited by us;
- e. For identifying and ensuring that the entity complies with the laws and regulations applicable to its activities;
- f. For adjusting the basic financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the basic financial statements as a whole; and
- g. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
- h. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
- i. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on the financials; and
- j. For the accuracy and completeness of all information provided.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility: (a) for the preparation of the supplementary information in accordance with the applicable criteria; (b) to provide us with the appropriate written representations regarding supplementary information; (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information; and (d) to present the supplementary information with the audited basic financial statements, or if the supplementary information will not be presented with the audited basic financial statements, to make the audited basic financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit.

Reporting

We will issue a written report upon completion of our audit of the Jenks Aquarium Authority's basic financial statements. Our report will be addressed to the governing body of the Jenks Aquarium Authority. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.



Other

We understand that your employees will prepare all confirmations we request and will locate any documents or support for any other transactions we select for testing.

If you intend to publish or otherwise reproduce the basic financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Provisions of Engagement Administration, Timing and Fees

Kirk Vanderslice is the engagement partner for the audit services specified in this letter. His responsibilities include supervising Hinkle & Company, PC's services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report. *We will work with your staff to schedule the audit to meet the organization's needs.*

Our fees are based on the amount of time required at various levels of responsibility, plus actual out-of-pocket expenses. Invoices will be rendered every two weeks and are payable upon presentation. We agree that our fee for the audit will not exceed \$16,000. We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. Whenever possible, we will attempt to use the Jenks Aquarium Authority's personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit.

Other Matters

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

The audit documentation for this engagement is the property of Hinkle & Company, PC and constitutes confidential information. However, we may be requested to make certain audit documentation available to state and federal agencies and the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Hinkle & Company, PC's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies. We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.



With respect to any nonattest services we perform, Jenks Aquarium Authority's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

At the conclusion of our audit engagement, we will communicate to the Executive Director and Board of Directors, the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm for your consideration and files.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements compliance over major federal award programs including our respective responsibilities.



We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Hill & Company, PC

This letter correctly sets forth the understanding of Jenks Aquarium Authority.

Mayor Cory Box

Date



Report on the Firm's System of Quality Control

To the Partners of Hinkle & Company, PC and
the Peer Review Committee of the Oklahoma Society of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of Hinkle & Company, PC (the "firm") in effect for the year ended September 30, 2022. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants ("Standards").

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported on in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of and compliance with the firm's system of quality control based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

To the Partners of Hinkle & Company, PC and
the Peer Review Committee of the Oklahoma Society of CPAs
Page -2-

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Hinkle & Company, PC in effect for the year ended September 30, 2022, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. Hinkle & Company, PC has received a peer review rating of *pass*.

A handwritten signature in black ink that reads "Finley & Cook, PLLC". The signature is written in a cursive, flowing style.

Shawnee, Oklahoma
August 30, 2023

To	Chair Cory Box & Vice Chair John Brown and Trustees of the Jenks Aquarium Authority (JAA) Christopher Shrout, City Manager
Hearing Date	September 16, 2025
Case Number	JZ 25 PUD 137 FOOD HALL
Request(s)	<i>Approval of adjusted Parking Plan/New Building Design Approval of Oklahoma Aquarium Campus Plat requirements</i>
Location	North of Oklahoma Aquarium and East of Aquarium Drive
Applicant	Judd Webb, KSQ Design

Staff Report

Preparer | Marcaé Hilton

Attachments

Preparer

PUD 137 & Design Documents

Judd Webb, KSQ Design

Executed parking and/or lease, and econ dev docs.

Various organizations

Background Information

This item will be heard at the September 16, 2025 City Council meeting.

CITY COUNCIL SUMMARY | September 04, 2025 | PUD 137 | Staff pulled this item from the agenda due to lack of supporting documents (agreements) requiring signatures.

PLANNING COMMISSION SUMMARY | August 09, 2025 | PUD 137 was conditionally approved as presented along with the parking plan. This PUD approval is for a Food Hall with no second floor and most closely represents the original concept. The required parking is offsite and requires approval.

CITY COUNCIL SUMMARY | February 07, 2023 | PUD 137 was *Conditionally Approved*, Ordinance was not filed due to outstanding requirements.

PLANNING COMMISSION SUMMARY | January 19, 2023, | 6-0-1 | Approved per staff recommendation.

STAFF COMMENTARY | In August of 2021, City Council approved Resolution No. 741 encouraging and incentivizing economic development on 200 South Aquarium Drive. The parcel is part of the Aquarium campus under multiple authorities including City of Jenks, Jenks Public Works Authority, Jenks Aquarium Authority (JAA) and Oklahoma Aquarium Authority (OAF). The approved resolution states that the property is to be developed with an appropriate use *complementary to the Aquarium* and it would *benefit the City by increasing sales tax, and jobs and draw visitors to the Aquarium and support the continued development of the City's riverfront as a dining and entertainment destination.*

The property was deeded, 7/15/2022, to "Inspiration Hall, LLC" for the purpose of building a food hall along with entertainment and recreation amenities. Since the approval, the vision from the developer

team has changed multiple times based on feedback from the City of Jenks, the Oklahoma Aquarium foundation and tenant opportunities in the market. After working through those iterations, the uses were recently confirmed as Food Court within the envelope of single-story building. Staff believes this use to be in line with the vision of the Comprehensive Plan and the long-range goals of the aquarium and the original approved PUD 137 (food hall with outdoor entertainment and recreation).

PLANNING DATA

Request	Approval of Adjusted Parking Plan and new building/site plan layout for approved JZ 25 PUD 137
Intended Uses	Eating and Drinking (Restaurant) One Floor: Up to 10 Restaurant concepts and potentially one sit down Accessory Entertainment Uses
Zoning	Riverfront Tourist Commercial (RTC) with PUD 137 Overlay
Zoning History	Ordinance No. 995 AG (Agriculture) SUP 43 Per INCOG Map Ordinance No. 1526 July 23, 2020 CC Approved: Abrogation of Lot 2, Block 1 from SUP 43 and adoption of SUP 115. SUP 115 expired in July 2022 but has not been removed from INCOG Zoning Map. Ordinance No. 1582 Rezoning from AG to RTC (Riverfront Tourist Commercial) Ordinance No. XXX February 07, 2023, not filed PUD 137 Overlay
Tulsa County Assessor	60804832045610
Legal	LT 2 LESS BEG NEC LT 3 TH NE72.32 SE111.24 SE75 SW50 SE86.10 SW51.56 NW316.76 POB BLK 1
Owner	INSPIRATION HALL LLC
Address	200 Aquarium Drive
TR_SEC	8320
Acres	1.33
General Location	Adjacent to the Arkansas River, situated between Holiday Inn Express and The Oklahoma Aquarium
Plat	Oklahoma Aquarium Campus No. 6114 04.30.2007 Lot 2, Block 1
Building Floor Area	18,476 SF
Number of Stories	1 Meet RTC Code
Height	32 feet
Impervious Surface	68%
Setbacks	Front – 25 feet
Sides	10 feet

Rear

100' from Arkansas River shoreline* | Meet RTC Code

*City of Jenks requires 30 feet of public space dedicated to access both to/for trail.

Parking

Adjusted Parking Plan is supported by City. The study/agreement to be executed as condition of approval.

Zoning Surrounding:

SUP 43 & RTC (Riverfront Tourist Commercial)

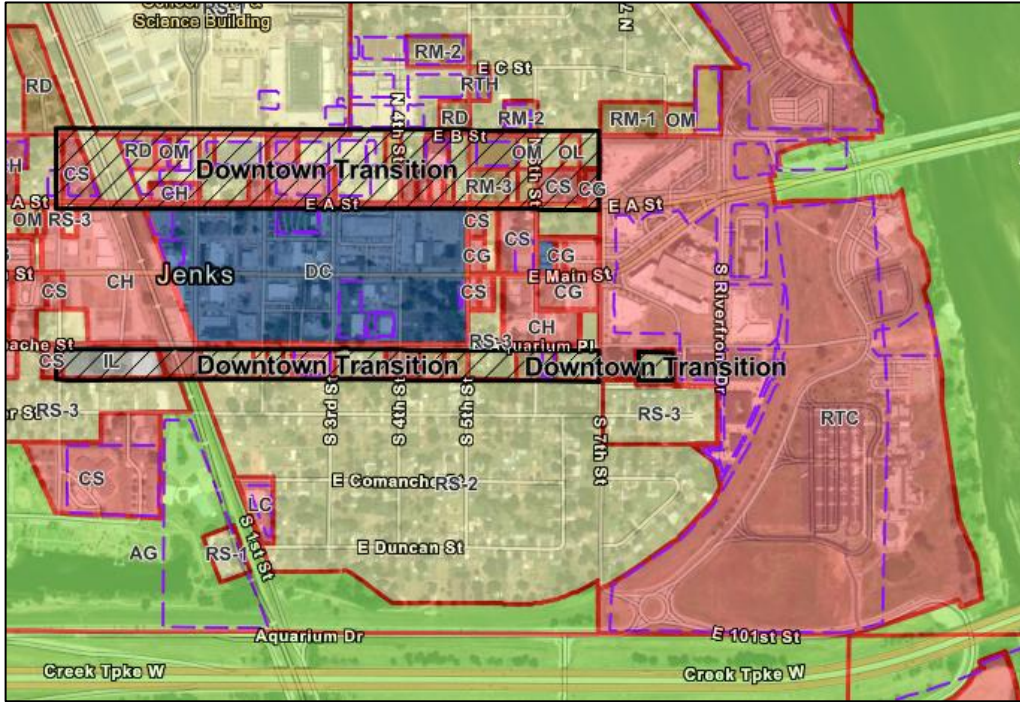


Figure 1: Zoning Map | INCOG

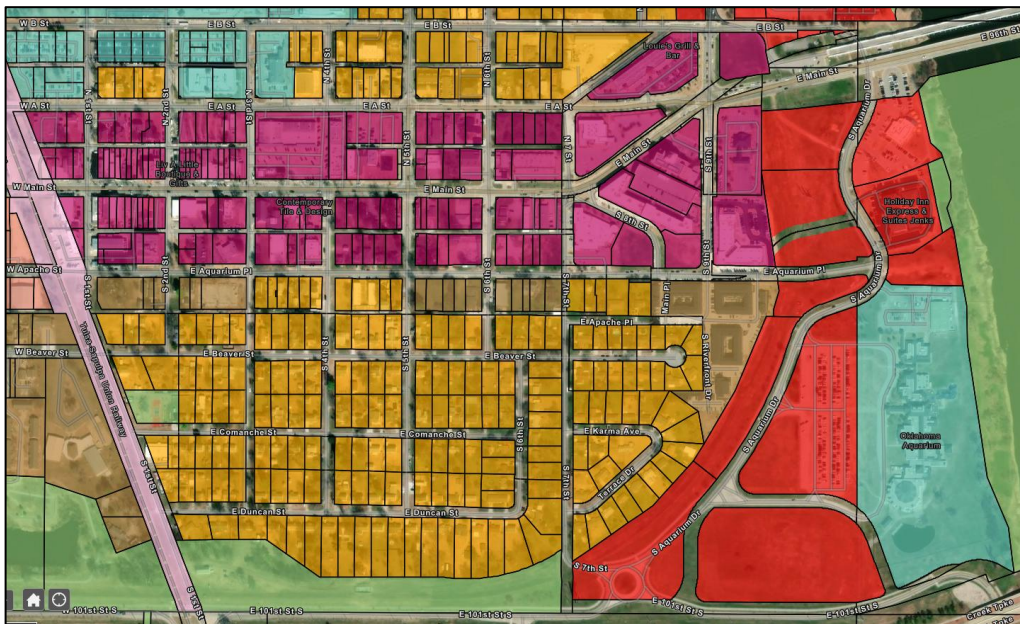


Figure 2: Comp Plan Land Use Map | Regional Commercial

Comprehensive Plan

RTC –Riverfront Tourist Commercial District. The RTC District shall be limited to areas located within the Riverfront Subarea of the Jenks Comprehensive Plan. The District shall include those uses which make use of and provide waterfront amenities and riverfront activities. The type of use and site design should harmonize with the intended character of the waterfront area as established in the Riverfront Subarea Plan.

The Riverfront should include a unique mix of commercial, entertainment, public waterfront, and residential uses between East K Place to the north and Creek Turnpike to the south, as outlined in the Riverfront Subarea

New development should face the River or front key streets such as Aquarium Drive. As the district develops, it will benefit from access to improved open spaces on the Arkansas River and proximity to Downtown and the Outlet Mall.

PUD 137 Details | Not Complete List

Uses Prohibited (See PUD for details): Agricultural, Residential, Wireless Communication Facilities, Short Term Rentals, Medical Marijuana Uses, Home based business

Uses Allowed (See PUD 137 for details): must meet the additional regulation requirements.

UDO STANDARDS: Sec. 16-3-6. Riverfront Tourist Commercial District Specific Standards.

(A) Development Plan. *Prior to the change of occupancy, construction, or reconstruction of any building or structure, exterior remodeling, placement of exterior lighting or signs, or any proposed construction requiring the issuance of a building permit other than a small job permit for a property located within the RTC - Riverfront Tourist Commercial District, an application for Site Plan Review, as detailed in section 16-9-3(C), shall be made and shall be subject to the RTC - Riverfront Tourist Commercial District Specific Standards established in this section.*

(B) Exterior Building Materials. *Exterior building materials shall be traditional, time and weather tested materials and techniques.*

(1) Ground Floor. Exterior building materials utilized on the ground floor shall be limited to wood, masonry, stucco, fiber cement, or stone veneer systems. Stone veneer systems utilized on the ground floor shall have a minimum thickness of three inches.

(2) Upper Floors. Exterior building materials utilized on upper floors may include all materials permitted on the ground floor as well as EIFS or precast panels with inlaid or stamped brick texture. All materials utilized on upper floors shall have a minimum thickness of one inch and shall be structurally integrated into the façade of the building.

(Ord. No. 1581, § II, 4-5-2022)

Standard Table 16-3-1(B): Nonresidential District Bulk and Dimensional Standards	RTC	PUD 137	As shown on site plan.
Lot Standards (Minimum)			
Lot Area (acres)	n/a	1.33	1.33
Lot Width (ft)	n/a	104.95	Provide Dimensions on Site Plan
Yard Setbacks (Minimum, unless otherwise stated)			
Front (ft)	0	25	Provide Dimensions on Site Plan
Front, maximum (ft)	60		NA PUD established the 25 ft. minimum.
Exterior Side (ft) (3)	0	0	NA
Exterior Side, maximum (ft)	60		NA
Interior Side (ft) (3)	0	0	Provide Dimensions on Site Plan
Rear (ft) (3)	0	0	Provide Dimensions on Site Plan
Building Standards (Maximum)			
Height (ft)	85	85	Provide Dimensions on Site Plan
Impervious Surface Coverage	70%	70%	
Parking*	1/100 sf ft GFA	Provided 114, 62	*Please confirm the legal description of the lot dedicated to parking: 60804-83-19-50330
Notes (3) Transition yards, as specified in section 16-6-3(F), may apply and may result in greater yard setback requirements than specified in this table.			
Sec. 16-7-4. Permitted Sign Types			
1. Applicant requests a sign waiver to allow for a sign on the roof to the entrance but not above the primary structure as shown in the plans.			
NW Parking Lot 114+- estimated spaces Across S Aquarium Drive and north of E Aquarium Place			
Owner Name: OKLAHOMA AQUARIUM FOUNDATION			
Account # R60804831950330			
Owner OKLAHOMA AQUARIUM FOUNDATION			
Zoning RTC, Commercial (Ordinance 1582)			
Development Plan PUD-76; SP (43)			
Legal PRT LT 5 BEG NWC THEREOF TH NE9.39 CRV RT 137.38 NE238.04 CRV RT 37.43 SE APR 78.38 CRV RT 44.45 SW245.26 CRV RT 72.22 W95.45 N APR 48.94 POB BLK 1 & ALL THAT PRT VACATED AQUARIUM LANE ADJ ON N			
Section: 19 Township: 18 Range: 13			
SW Parking Lot 20+- estimated spaces Portion owned by OAF, adjacent to employee parking lot.			
Account # R60804832045600			
Owner OKLAHOMA AQUARIUM FOUNDATION			
Property Address 300 S AQUARIUM DR E			
Zoning RTC, Commercial (Ordinance 1582)			
Development Plan SP (43)			
Subdivision OKLAHOMA AQUARIUM CAMPUS			
Legal PRT LT 1 BEG AT INT OF SL LT 1 & WL SEC 20 TH N APR 894.39 NE APR 3.53 CRV LF 180.52 SE38.34 E320 SE92.40 S168.59 SE602.36 SE246.83 S205.33 NW70.69 CRV LF 194.37 SW108.13 CRV RT 35.49 CRV RT132.89 CRV RT37.39 NW243.54 CRV LF APR 154.06 POB LESS BEG 112.79N & 189.01E SWC SEC 20 TH CRV LF174.99 CRV RT125.33 SW6.34 SW108.13 CRV RT35.49 CRV RT132.88 CRV RT17.51 TO POB BLK 1			
Section: 20 Township: 18 Range: 13			
SW Parking Lot 30-40+- estimated spaces Western Portion <i>The City of Jenks does not recommend immediate development of this site for parking see parking agreement for details.</i>			
Account # R60804831950320			
Owner CITY OF JENKS			
Property Address 300 S AQUARIUM DR E			
Zoning RTC, Commercial (Ordinance 1582)			
Development Plan SP (43)			
Subdivision OKLAHOMA AQUARIUM CAMPUS			
Legal PRT LT 1 BEG AT INT OF SL LT 1 & EL SEC 19 TH CRV LF APR 174.62 W294.46 CRV RT 153.25 CRV LF 642.74 CRV RT 149.93 NE APR 145.38 S APR 894.39 POB BLK 1			
Section: 19 Township: 18 Range: 13			
ON Site Parking Lot Handicap 8 spaces			

Sec. 16-7-4. Permitted Sign Types | *Applicant requests a sign waiver to allow for a sign on the roof to the entrance but not above the primary structure as shown in the plans.*

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

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

Table 16-7-4: Permitted Sign Types by District	
Sign Type	District RTC
Wall Sign	P
Single-Tenant Monument Sign	P Single-Tenant Monument Signs. (1) Sign Area. (b) The maximum sign area of single-tenant monument signs in the OM, CS, RTC, and IL Districts shall not exceed 30 square feet.
Multi-Tenant Monument Sign	P Sign Height. (b) The maximum sign height of single-tenant monument signs in the OM, CS, RTC, and IL Districts shall not exceed seven feet.
Awning/Canopy Sign	P
Projecting Sign	P
Window Sign, Permanent	P
Wall-Mounted Banner Sign	P
Ground-Mounted Banner Sign	P
Window Sign, Temporary	P
Post Sign, Temporary	A
Notes:	
(1) Sign shall be permitted for nonresidential, mixed use, or multifamily developments only.	
(2) Sign shall be permitted at entryways or gateways to subdivisions or neighborhoods only.	
(3) Sign shall be permitted within 300 feet of United States Federal Highways, Federal Interstate Highways, State of Oklahoma Highways, U.S. or State Toll ways or Turnpikes only.	

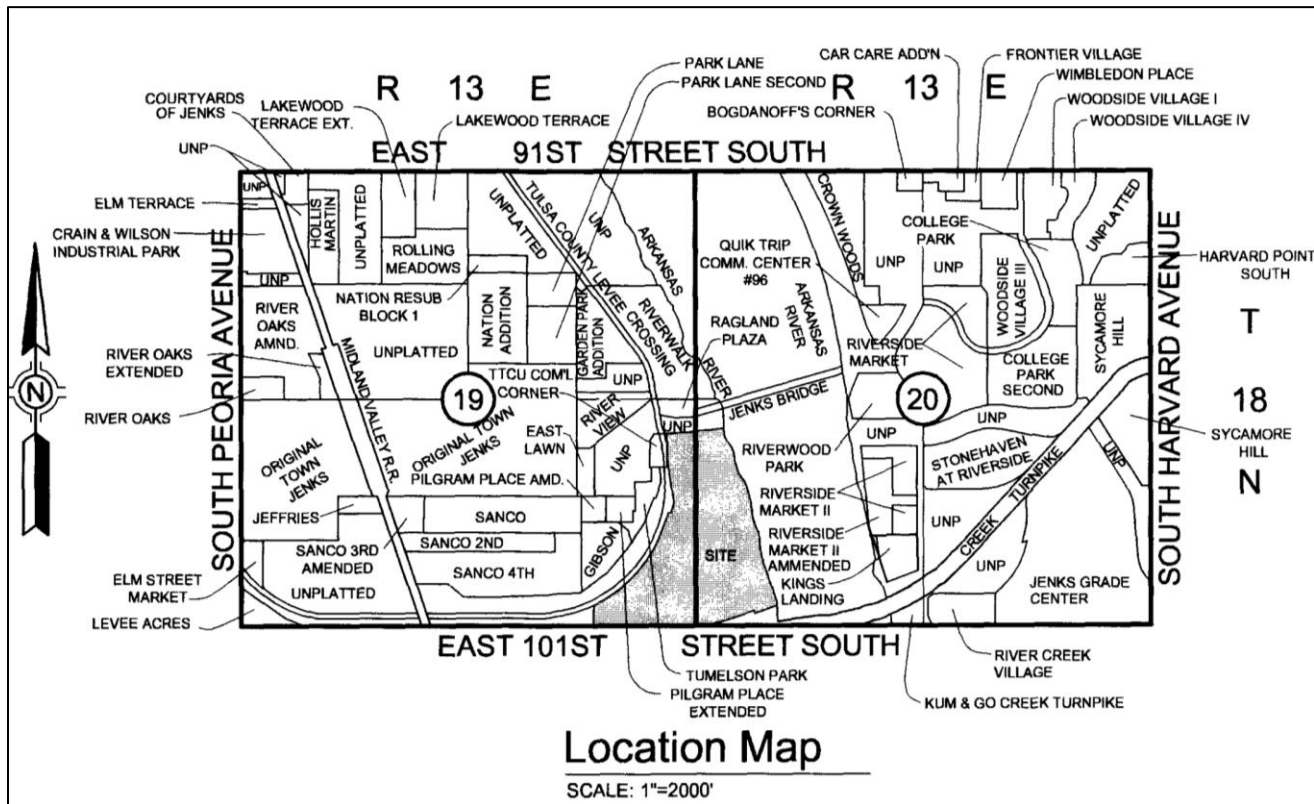


Figure 3: Location Map | Taken from Filed plat



Figure 4: Site looking east



Figure 5: Site looking north from Aquarium Drive



Figure 6: Site from Main Street Bridge

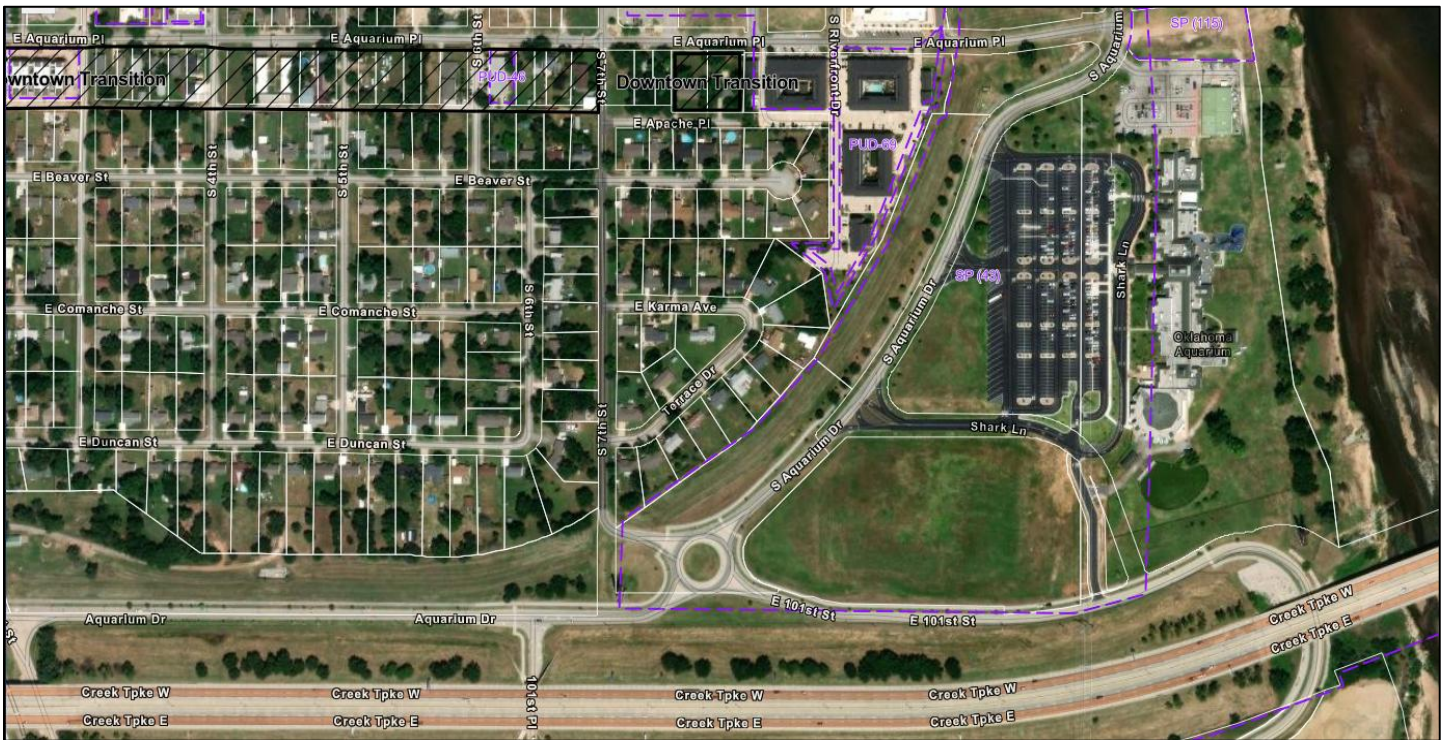


Figure 7: Aerial Photo of Downtown and Aquarium Campus

Staff Evaluation & Recommendation

Evaluation | This site is located on the Aquarium campus, the PUD is limited in content, as presented the project will not meet all the standards of the UDO including the parking. The UDO lays out the parking requirements. The applicant has presented an alternative/adjusted parking agreement is part of the PUD application.

The PUD no longer allows for many uses which are not part of the design or site plan. Approving the PUD and allowed Uses will create a path forward for a food hall/entertainment to be designed and built. Residential uses and Marijuana uses are prohibited in the PUD along with most other uses, event space as a separate commercial entity is not allowed within the RTC or the PUD.

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.

Plat Language to be Reconciled | Not complete list

1. Identify on Site Plan | *Arkansas River: A 100 Foot Riparian Vegetation Setback is established along the Banks of the Arkansas River. **The Riparian Vegetation Setback shall be measured from the Bank of the Arkansas River further defined as the normal high-water line or vegetation line of the river. Variance to the 100-foot setback may be applied for through the Oklahoma Department of Environmental Quality in cooperation with U.S. Fish and Wildlife Service.*

Uses within the Riverfront Entertainment/Tourism District should be designed to provide public entrance from the waterfront site of the building and provide a view in the waterfront direction. Public access along the waterfront between buildings and the river should be promoted.

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

2. SECTION III – ARCHITECTURAL CONTROL COMMITTEE | B. *No building, fence, wall, placement of exterior lighting, signs, or any proposed construction requiring the issuance of a building permit shall be erected, placed or altered on any lot in this subdivision until the*

- *building plans and specifications,*
- *drainage and grading plans,*
- *exterior color scheme and material thereof,*
- *and plot plan, which plot plan shows a landscape plan and the location and facing of such building*
- *have been approved in writing by the Oklahoma Aquarium Campus Architectural Control Committee to be composed of the members of the Jenks Aquarium Authority (JAA), a Public Trust of the City of Jenks.*

The Architectural Control Committee's purpose is to promote good design and compatibility within the subdivision and to enforce the Riverfront/Boardwalk Appearance Review District of the City of Jenks within the boundaries of the "Oklahoma Aquarium Campus" subdivision plat. The following guidelines and criteria are hereby established and in force for the "Oklahoma Aquarium Campus" subdivision plat and shall be taken into consideration during the review by the Architectural Committee (JAA).

1. *Appearance/Design:*

- A. *Building design and site plan details should be so designed to provide building exterior walls and structural facades of a style reflecting a Riverfront/Boardwalk. Exterior walls of buildings visible from the fronting street must provide an aesthetic pleasing appearance utilizing approved Riverfront District design features, landscaping, color schemes, and other architectural treatment to eliminate monotone or monolithic exterior walls or structural facades in order to be compatible with the Riverfront District.*
- B. *In addition to design and building materials, the use of building setbacks, landscaping, signage, lighting, and other site specific amenities should harmonize with the intended character of the waterfront area.*

UDO MINIMUM STANDARDS PER CODE:

(F) Shared Parking Facilities.

(1) Purpose. Shared parking is encouraged as a means of conserving land resources, reducing stormwater runoff, reducing the heat island effect caused by large, paved areas, and improving community appearance.

(2) Authorization. Shared parking facilities for off-street parking of two or more buildings or uses may be approved by the Planning Commission subject to compliance with this section.

(3) *Location. Shared parking facilities shall be located within 300 linear feet of the primary entrance of the main residential building and within 500 linear feet of the primary entrance of the main nonresidential building.*

(4) *General Requirements.*

(a) *The number of parking spaces provided shall not be less than the sum of the separate requirements for each such building or use. Where a mix of two or more land uses creates staggered peak periods of parking demand, shared parking agreements that have the effect of reducing the total amount of required parking may be approved.*

(b) *Required accessible parking spaces for persons with disabilities may not be shared and shall be located on-site.*

(c) *Adjacent lots that are subject to a shared parking agreement shall be interconnected by the provision of a cross-access easement for vehicular and pedestrian passage.*

(5) *Shared Parking for Uses with Different Hours of Operation.*

(a) *For purposes of this section, the following uses are considered daytime uses:*

(I) *Office Uses,*

(II) *Commercial Service Uses,*

(III) *Commercial Retail Uses,*

(IV) *Industrial Uses, and*

(V) *Other similar primarily daytime uses, as determined by the Planning Commission.*

(b) *For purposes of this section, the following uses are considered evening or weekend uses:*

(I) *Physical Health and Entertainment Uses,*

(II) *Public/Semi-Public Uses,*

(III) *Eating and Drinking Uses, and*

(IV) *Other similar primarily nighttime or weekend uses, as determined by the Planning Commission.*

(6) *Shared Parking Study. The applicant(s) shall demonstrate, through a professionally prepared shared parking study, that there is no substantial conflict in the peak periods of parking demand of the uses for which shared parking is proposed. The shared parking analysis shall include, at minimum, the size and type of the proposed development, the composition of tenants, the anticipated rate of parking turnover and the anticipated hourly and peak parking and traffic loads for all uses that will be sharing parking spaces. If existing land uses are to be included in the shared parking agreement, the study shall also include parking counts that document parking occupancy during weekday, weekend, daytime, and evening periods of peak and off-peak parking demand.*

(7) *Agreement. The applicant(s) shall provide a copy of the executed shared parking agreement prior to the City Council's authorization of a shared parking facility permit.*

(a) *Shared parking agreements shall have a term of not less than five years, including any renewals at the option of the lessee.*

(b) *Authorization of the shared parking facility will continue in effect only as long as the agreement, binding on all parties, remains in force. Should the agreement cease to be in force, parking must be provided as otherwise required by this section.*

(G) *Adjustments to Required Parking. The purpose of this section is to allow adjustments to the minimum number of parking spaces required to avoid constructing unneeded and excessive off-street parking areas. Reducing the amount of excess off street parking areas is intended to provide for more cost-efficient site development, to eliminate constructing more impervious surface than necessary, to minimize storm water runoff, to avoid construction of unnecessarily large storm water management facilities, and to provide more landscape areas and open space on commercial and industrial sites. To achieve these purposes, the Planning Commission or Board of Adjustment may reduce the minimum number of required off-street parking spaces in specific cases as described in this section.*

(1) *Adjustments. In all districts, the minimum number of required parking spaces may be adjusted on a case-by-case basis. The petitioner for such an adjustment shall show to the satisfaction of the Planning Commission or Board of Adjustment that adequate parking will be provided for residents, customers, clients, visitors, and employees. The following provisions and factors shall be used as a basis to adjust parking requirements:*

(a) *Procedures. The petitioner shall submit the requested parking reduction with the Planning Commission when the request is to be approved as part of a plan review or other Planning Commission permit process. The petitioner*

shall submit the requested parking reduction to the Board of Adjustment if the request is an amendment to a previously approved site plan or not otherwise part of a Planning Commission permit process.

(b) Evidence That Actual Parking Demands Will Be Less Than Ordinance Requirements. The petitioner shall submit written documentation and data to the satisfaction of the Planning Commission or Board of Adjustment that the operation will require less parking than required in Table 16-6-1(E).

(c) Use of Optional Modes of Transportation. Upon demonstration to the Planning Commission that effective alternative transportation to the automobile will occur within 12 months following the issuance of the certificate of occupancy, the Planning Commission may reduce parking requirements. Optional modes of transportation may include, but are not limited to, bus transit, van pool operations, car pool/ride sharing, and bicycles. Parking management plans/operations may also be used as a basis to reduce required parking. Parking management plans may include, but are not limited to, flexible working hours or shifts, preferential parking for car pools/van pools, transit/van pool fare subsidy, and establishment of a transportation coordinator to implement carpool, van pool, and transit programs. Proposals for adjustments of parking requirements under this section shall show how the alternative transportation modes will be implemented, the permanency of such modes, extent of the program, the number of vehicles the mode will replace, and other pertinent information as requested by the Planning Commission.

(d) Bicycle Parking and Credit. Any use which provides bicycle parking beyond the minimum requirement as detailed in section 16-6-1(I)(4)(c) may be granted a credit toward one required vehicle parking space for every four additional bicycle parking spaces. A maximum of four required vehicle parking spaces may be substituted for additional bicycle parking spaces.

(2) Space to be Set Aside for Reduced Parking. The Planning Commission may require the site plan for the commercial or industrial use be designed to provide sufficient open space on the subject site to accommodate the additional parking spaces otherwise required by this article. Such open space shall be in addition to required yards, setbacks, driveways, private streets, loading and service areas. Sufficient open space shall be provided which, if converted to off-street parking areas, would provide off street parking to meet the full requirements of this article at the time of application.

(a) Planning Commission Review and Verification. Upon the receipt of a complaint, the Planning Commission shall review the adequacy of parking where an adjustment to parking requirements has been granted and set aside space has been required. If the parking is found to be inadequate, the Planning Commission shall order the use of the property to comply with the parking requirements set forth in Table 16-6-1(E).

Recommendation | Staff has reviewed each version of this project, there have been multiple site locations, parking plans, and change of use over the past several years. The developer group will stay on this lot at this location on the Oklahoma Aquarium Campus and seeks approval of the Planned Unit Development, the parking plan, building design, and conceptual site plan. Planning Commission did approve the draft/conceptual plans as presented as well as the draft agreements for parking; the project will meet the requirements of UDO unless it is outlined in the PUD 137 Overlay.

Staff and Planning Commission recommend conditional approval.

1. Detailed Site Plan approval required as separate submittal before issuance of building permit.
 - a. Formal Site Plan Submittal Required before building permit is released. There are multiple site plan requests needed including but not limited to the following:
 - i. Dimensions and scale of site plan.
 - ii. Landscape Plan for site and parking lot.
 - iii. Lighting? Provide samples.
 - iv. Completion of information requested in the staff report and on other documents.
 - v. TRAIL: Provide public 30-foot access easement is needed along Arkansas River and work with City of Jenks for trail location and other public amenities.

- vi. Identify the storm drain easement on the north side of building.
 - vii. Overlay: Provide image of site plan and parking plan over the plat.
2. Work with JAA and OAF to reconcile and approve Plat requirements.
 - a. Deliver signed letter from JAA and OAF to City Staff verifying approval of Parking Plan and site plan. *Signed documents included in packet.*
 3. Work with engineering staff to complete subdivision requirements per UDO and engineering.
 4. Parking Lot comments. *Signed parking agreements have been provided.*
 - a. NW Parking Lot
 - i. Confirm and provide the dimensions of the NW parking lot. I don't think you are using the correct northern boundary line.
 - ii. The NW parking lot has a power pole not shown on the plan, please show on plan and adjust accordingly.
 - b. SW Parking Lot. *Set aside space was required with the triangular piece. If the parking is found to be inadequate, the Planning Commission shall order the use of the property to comply with the parking requirements set forth in Table 16-6-1(E).*
 - i. Work with COJ regarding the triangle parcel (SW) parking.
 - ii. There are 3 large transmission structures owned by PSO. They are not shown on the parking plan and will deeply impact the number of spaces allowed to be developed.
 - iii. Staff recommends this space to be set aside for potential parking. *Upon the receipt of a complaint, the Planning Commission shall review the adequacy of parking where an adjustment to parking requirements has been granted and set aside space has been required. If the parking is found to be inadequate, the Planning Commission shall order the use of the property to comply with the parking requirements set forth in Table 16-6-1(E).* In this case, as per the parking agreement, the City of Jenks would build additional parking west of the current employee parking.
 - iv. Controlled access gate adjacent to the Aquarium employee parking is to be built with project or as required by the property owner.
 - v. Work with PSO during design to get approval and build parking under the powerlines.
 - c. Parking agreement must be signed.
 - i. Parking Agreement must be approved by JAA & OAF and COJ.
 - d. Engineering:
 - i. Work with Corp of Engineers regarding parking near the levy. Generally speaking, the Corp requires the development to be 15 feet from toe of levy.
 5. PUD 137 was conditionally approved but PUD Ordinance and full approval of the PUD will not be adopted until all "original" Plat requirements and parking agreement is finalized and approved by required parties.

FOOD HALL LEGAL DOCUMENTS

SECOND AMENDED AND RESTATED ECONOMIC DEVELOPMENT AGREEMENT

THIS Second Amended Economic Development Agreement (“Agreement” or “Amended Agreement”) is made and entered into by and between the Oklahoma Aquarium Foundation (“OAF”), an Oklahoma not for profit corporation, and Inspiration Hall, LLC, an Oklahoma limited liability company, effective as of the Effective Date defined below. This Agreement amends and restates the Economic Development Agreement between the parties and the Amended and Restated Economic Development Agreement dated June 26, 2023.

RECITALS:

WHEREAS, the OAF owns certain vacant land located within the corporate limits of the City of Jenks identified as 200 South Aquarium Drive, as more particularly described by legal description attached hereto as Exhibit “A” (“Property”), which was previously leased to the Jenks Aquarium Authority (“JAA”), an Oklahoma public trust with the City of Jenks as its beneficiary, as a part of the Oklahoma Aquarium campus; and

WHEREAS, Developer wishes to construct improvements to develop the Property for a food hall which includes eating places along with amusement and recreational uses described on the Property (“Project”); and

WHEREAS, this transaction benefits the City of Jenks, as well as the OAF, by enticing Developer to locate within the municipal boundaries. Developer will produce jobs, generate sales tax revenue, and draw visitors to the City of Jenks and to the Oklahoma Aquarium; and

WHEREAS, economic development is a legitimate public purpose under Oklahoma law and on August 3, 2021, the City of Jenks approved Resolution No. 741, attached as Exhibit “B” legislatively determining that the development of a sales tax generating business with a use compatible with the Oklahoma Aquarium on the Property meets the public purpose of economic development; and

WHEREAS, under said Resolution the City approved providing an economic development incentive for the OAF to release and transfer the Property for the Project subject to the terms and conditions herein; and

WHEREAS, in consideration of the design, timely construction and development of the Project, along with other good and valuable consideration, which will bring additional sales and use tax revenues estimated to be \$200,000.00 per year to the City and additional jobs, and which will attract additional visitors to the Oklahoma Aquarium and complement the Aquarium campus, the OAF desires to enter into this Agreement to transfer the Property to Developer for construction and operation of the project; and

WHEREAS, the Property was transferred from OAF to Developer on July 15, 2022, Developer requested an additional 12 months to complete the project, and thus, the parties executed the Amended and Restated Economic Development Agreement on June 26, 2023; and

WHEREAS, the Parties now desire to allow the Developer an additional time to complete the project; hence this Agreement is being amended again subject to an additional amendment that Developer shall commence construction no later than 180 days from the execution of this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the OAF and Developer agree as follows:

1. Definitions. The following words shall have the following meanings when used in this Agreement.
 - a. Agreement. The word "Agreement" means Economic Development Agreement, together with all exhibits attached hereto from time to time, if any.
 - b. City. The word "City" means the City of Jenks, Oklahoma. For purposes of this Agreement, the City's address is 211 North Elm Street, P.O. Box 2007, Jenks, Oklahoma 74037.
 - c. Continual Construction Progress. Continual Construction Progress is defined as the regular and consistent advancement of construction work, including but not limited to, the completion of scheduled tasks, adherence to the project timeline, and the deployment of necessary resources and personnel to maintain the momentum of the project.
 - d. Developer. The word "Developer" means Inspiration Hall, LLC, an Oklahoma limited liability company whose address is 120 E A Street, Jenks, Oklahoma 74037, Attn: Robert C Butler, III, Manager, its successors, grantees, transferees (except where otherwise noted herein), and permitted assigns.
 - e. OAF. "OAF" means the Oklahoma Aquarium Foundation, a 501(c)(3) private foundation. For purposes of this Agreement, the OAF address is P.O. Box 1443, Jenks, Oklahoma 74037.
 - f. Project. The phrase "Project" means the design and construction and operation of a food hall which includes eating places along with amusement and recreational uses and related parking and other improvements to be constructed on the Property.
 - g. Project Fund. The phrase "Project Fund" means the aggregate amount of economic incentive funds paid by the City to Jenks Aquarium Authority to release and transfer the Property, not to exceed Eight Hundred Fifteen Thousand Dollars (\$815,000.00).
 - h. Property. The word "Property" means the site located at 200 South Aquarium Drive, Jenks, Oklahoma as depicted on Exhibit "A".
 - i. Related Documents. The phrase "Related Documents" means without limitation all ancillary development agreements and all other instruments and documents relating to the subject matter of this Agreement, whether now or hereafter existing, executed in connection with the Developer's obligations to the OAF (and the City) under this Agreement.
 - j. Sales Tax. The phrase "Sales Tax" means the City of Jenks, Oklahoma's portion of sales tax collected from business operations on the Property.

2. Effective Date. The effective date of this Agreement is the date of the approval of the Oklahoma Aquarium Foundation as indicated below (“Effective Date”).
3. Property. For and in consideration of the covenants and agreements set forth herein, the OAF agrees to convey the Property to Developer. The property will be conveyed “as is” without warranties, either express or implied, including the merchantability or marketability of title, provided the contingencies set forth herein shall attach to and run with the land and as such survive the conveyance of the property to the Developer and Developer shall take the property subject to said contingencies.
4. Project. Developer at its sole expense will construct a commercial/retail building consisting of at least 15,000 square feet of enclosed space on the Property and as well as all required parking for the Project.
5. Sales Tax Payback. This provision constitutes the primary consideration for the OAF and for the City to provide the economic development incentive to the OAF.
 - a) All Sales Tax generated by the Project shall be applied by the City towards reimbursing the Project Fund until payback is complete. This includes Sales Tax generated by tenants of the Project.
 - b) Developer guarantees reimbursement payment (“Sales Tax Payback”) to the City of an average of at least One Hundred Thousand Dollars (\$100,000.00) per year until the Project Fund is fully reimbursed (the “Reimbursement Schedule”). Reimbursement Schedule shall commence on the day Project opens for business and be calculated on each Three Hundred Sixty-Five (365) day anniversary.
 - c) In the event average annual Sales Tax collections for the Project fall below the amounts in the Reimbursement Schedule, the City or OAF will notify Developer of the shortfall amount and Developer shall have Forty-Five (45) days from receipt to become current with the Reimbursement Schedule. Failure to do so within Forty-Five (45) days shall incur a penalty of Five Percent (5%) of the shortfall amount every Thirty (30) days thereafter.
 - d) Any Sales Tax collections which are in excess of the Reimbursement Schedule will be applied to the Project Fund amount and serve to accelerate the repayment thereof.
 - e) Force Majeure- The obligations under this section will be excused and failure to remain current with the Reimbursement Schedule will not constitute a default for a reasonable period of time up to twelve (12) months if due to the occurrence of Event of Force Majeure. “Event of Force Majeure” under this Agreement means: (1) act of God (such as fires, tornados, earthquakes, floods); (2) war, invasions, riots, insurrections, civil commotion, mob violence, acts of terrorism; (3) riot, commotion, strikes, lock outs or disorder, unless solely restricted to employees of the Developer or its tenants; (4) pandemic during which an order from a government authority greatly curtails hours or operations or which results in a cessation of operation and against which it would have been unreasonable for Developer or its tenants to take precautions.

f) The amount of the annual Sales Tax collections from the Project received by the City will be calculated by the City based upon the quarterly reports from the Oklahoma Tax Commission to the City Treasurer (and will then be averaged with previous years, if any). Prior to opening date, Developer shall provide the City with an initial list of all tenants at the Project which includes the legal business entity names and the vendor numbers assigned by the Oklahoma Tax Commission for all tenant of the Project. Developer shall provide the City with an updated list of tenants as needed.

6. Right of First Refusal to Purchase. At any time after Closing, the OAF shall have a right of first refusal to purchase all or any portion of the Property, upon the occurrence of the conditions set forth herein (the "Triggering Events"). This right of first refusal shall be valid and enforceable from the date of Closing and shall be considered to run with the land. Upon the occurrence of any of the Triggering Events, the OAF shall have the right, but not the obligation, to purchase all or any portion of the Property from the owner and except in the event of a bona fide offer, owner shall have the obligation to sell the Property to OAF for no more than the Project Fund plus the cost of the construction of improvements, less any Sales Tax Payback remaining unpaid. Each of the following events shall constitute a **Triggering Event: (i) the entry of an agreement by the owner of the Property to sell, transfer or convey any portion or all of the Property to a third party (excluding trusts/entities that are part of any strategy for the benefit of an owner whereby they maintain a majority interest in and control of the Property), or (ii) the receipt and acceptance by the owner of the Property of a bona fide offer from a third party that is not controlled by the owner to purchase all or any portion of the Property, and (iii) the substantial change of the intended use of the Property other than the intended use of the Project as described herein, or (iv) the filing of any lien, mortgage or encumbrance on the Property if said lien, mortgage, or encumbrance is not removed within thirty (30) days of its filing.**

a) Upon the occasion of a Triggering Event this right of first refusal may be exercised by OAF within ten (10) days following the receipt of written notice from the owner specifying the Triggering Event and setting forth in detail all of the terms and conditions of the proposed sale, conveyance, or exchange. The right of first refusal may be exercised by OAF or its assigns through the delivery, mail, facsimile transmission, or e-mail of written notice, indicating the exercise of the right of first refusal, to the owner within the ten (10) day period. The terms and purchase price for the purchase of any or all of the Property by the OAF after the right of first refusal has been exercised shall be identical to the bona fide offer received by the owner of the Property. For purposes hereof, an offer will only be considered to be a "bona fide offer" if it is accompanied by a bank or certified check in an amount equal to not less than ten percent (10%) of the purchase price specified in the bona fide offer, the identity of the purchaser is disclosed, the offer is made to the owner and is approved by the owner or a majority vote of the owner, if owner is an entity of any kind. To further ensure that the offer is a bona fide offer, the bank or certified check equal to not less than ten percent (10%) of the purchase price specified in the offer shall be held by the OAF in escrow in an interest bearing account, the principal and any accrued interest of

which shall be released to either, (a) the maker of the bona fide offer if OAF exercises its right of first refusal; (b) the person or entity unanimously approved of in writing by the bona fide offeror and the owner at the closing of the bona fide offer, if OAF does not exercise its right of first refusal or (c) the person or entity unanimously approved of in writing by the bona fide offeror and the owner, if OAF does not exercise its right of first refusal and the bona fide offer is not timely closed. If no unanimously approved writing is provided to OAF, OAF shall have the right, without obligation or liability to any party, to submit the principal and interest earned thereon, less any and all related costs and fees, to the courts to distribute as the court determines to be proper.

b) Developer shall include provisions preserving OAF's rights under this provision in each agreement the Developer enters with others respecting the sale or exchange, or offer for sale or exchange, of all or any portion of the Property.

7. Use Restriction. The Property will be conveyed to Developer with the following restriction set forth in the Deed (the "Deed Restriction"): "No part of the Property shall be used for any purpose other than a sales-tax generating indoor/outdoor eating place with accompanying retail, amusement and recreational uses unless approved through applicable zoning processes and by the Oklahoma Aquarium Foundation, the Jenks Aquarium Authority and Jenks City Council. If and to the extent that this restriction is or must be dependent upon the existence of other property benefited by the restriction, this restriction is intended to benefit the properties of the Oklahoma Aquarium Campus, with the underlying fee owned by the Oklahoma Aquarium Foundation or the City of Jenks. This provision is deemed to run with the land and shall be binding upon grantee's successors and assigns." Developer shall include provisions preserving OAF's and City's rights under the Deed Restriction in each agreement the Developer enters with others respecting the sale or exchange, or offer for sale or exchange, of all or any portion of the Property.

8. Pre-Closing Contingencies and Other Obligations.

a) Developer shall prior to the conveyance of the Property to Developer obtain approval from the Oklahoma Aquarium Foundation and City of any and all deed restrictions, covenants, and terms, whether such are intended to run with the land, or not, on the Property.

b) Prior to the conveyance of the Property to Developer and within 60 days of the , Developer shall provide the following to the City and OAF:

i. written evidence of its financial ability to construct the Project (including all required parking) in accordance with all approved plans and specifications in the form of a loan commitment from Developer's lender, if any (alternatively show sufficient proof of funds) and any lease commitments obtained from potential tenants of the Project. In addition, at closing, Developer shall provide a Performance Bond issued by a surety bonding company licensed to do business in Oklahoma in the amount of 150% of the estimated costs for the Project (including parking) as approved by the City Engineer. The Performance Bond must be for a period of five (5) years unless earlier released due to performance;

- ii. a preliminary site plan in sufficient detail to evaluate appropriateness with City land use standards and zoning which must be approved by the City Planner; and
- iii. a Business Plan/Pro-Forma with comprehensive financial projections for the Project for not less than three successive years as well as listing all officers, directors, members, and key personnel that control 20% or more of the shares or membership.

c) OAF's obligation to transfer the property to Developer is contingent upon timely receipt of the requirements of this section and the OAF's and City's approval of the requirements of this section.

9. Post-Closing Obligations.

a) Within sixty (60) days of closing on the Property, Developer shall submit to the City of Jenks and its Planning Commission a Specific Use Permit application for the Project.

b) The Project shall be completed within sixty (60) months of closing (closing was July 15, 2022, thus project must be completed by July 15, 2027) meaning it must be issued a certificate of occupancy and be open for business collecting and remitting sales tax as required by Oklahoma law.

c) Developer shall not transfer the Property (by sale or otherwise) prior to the issuance of a certificate of occupancy and opening for business.

d) Developer shall prior to the conveyance of the Property to any third-party purchaser of the Property from Developer obtain approval from the Oklahoma Aquarium Foundation and City of any and all deed restrictions, covenants, and terms, whether such are intended to run with the land, or not, on the Property.

e) Developer shall commence construction no later than 180 days from the execution of this Agreement.

f) The Developer is obligated to maintain Continual Construction Progress throughout the duration of the Project. Any cessation of construction activities for a period exceeding ninety (90) consecutive days shall constitute a material breach of this Agreement.

g) Prior to beginning construction of the Project, the Developer shall provide the following to the City and OAF:

- i. written evidence of its financial ability to construct the Project (including all required parking) in accordance with all approved plans and specifications in the form of a loan commitment from Developer's lender, if any (alternatively show sufficient proof of funds) and any lease commitments obtained from potential tenants of the Project. In addition, Developer shall provide a Performance Bond issued by a surety bonding company licensed to do business in Oklahoma in the amount of 150% of the estimated costs for the Project (including parking) as approved by the City Engineer. The

Performance Bond must be for a period of five (5) years unless earlier released due to performance;

ii.a final site plan; and

iii.a Business Plan/Pro-Forma with comprehensive financial projections for the Project for not less than three successive years as well as listing all officers, directors, members, and key personnel that control 20% of more the shares or membership.

10. Additional Approvals and Restrictions.

a) Developer shall obtain conceptual approval of the Oklahoma Aquarium Foundation prior to making application and receiving approval or implementation by any municipal authority or committee of any and all of the zoning and/or terms of any Specific Use Permit on the Property.

b) Developer shall, prior to the permitting, construction, erection, renovation, disturbance, digging or drilling on the Property, obtain approval from the Oklahoma Aquarium Foundation of any and all site plans, elevations, blueprints, or schematics related to any planned development on the Property.

11. Reverter. In the event Developer does not satisfy the Post-Closing Obligations as set forth in section 9, then, all right, title and interest in and to the Property shall automatically revert to the OAF. Language effecting this Reverter will be placed in the deed from OAF to Developer and will run with the land and be binding on any of Developer's successors and assigns. The Developer shall be liable for any and all damages incurred by the OAF as a result of the breach of Post-Closing Obligations, including but not limited to, additional costs for project completion, loss of revenue, and any other consequential damages. The OAF, may, at its sole discretion, engage a third-party contractor to resume and complete the construction work, with all associated costs to be borne by the Developer.

12. Closing. Closing will occur at Titan Title & Closing in Jenks at a mutually convenient time and date. Closing shall occur within sixty (60) days of Developer obtaining the approvals set forth in section 8.

13. Risk of Loss. The Property shall be held at the risk of OAF until legal title has passed and possession has been given to Developer.

14. Documentary Stamps. All documentary stamps, if any relating to the conveyance of the Property to Developer shall be paid by Developer. The OAF may invoice Developer for such documentary stamps.

15. Possession. Possession of the Property shall be given to Developer at Closing.

16. Real Estate Commission. OAF and Developer each warrants and represents to the other that the warranting party has not used the services of any broker, agent or finder who would be entitled to a commission on account of this contract or the consummation of the transactions contemplated hereby and agrees to defend, indemnify and save the other

harmless from any commission or fee which may be payable to any broker, agent or finder with whom the indemnifying party has dealt in connection with this contract.

17. Cross-Marketing. Developer agrees to the following to encourage tourism and economic development to benefit both parties:

a) Developer agrees to meet at least annually with staff members of the City, the Oklahoma Aquarium and the Jenks Chamber of Commerce to discuss potential cross-marketing efforts.

b) Developer agrees to become a member of the Jenks Chamber of Commerce and to encourage all tenants to do so.

18. Escrow Deposit for Material Breach

a) Establishment of Escrow. Within five (5) business days after the Effective Date, Developer shall deposit Ten Thousand Dollars (\$10,000.00) (the "Escrow Deposit") with an agreed upon Escrow Agent (the "Escrow Agent"), to be held in a segregated, interest-bearing account pursuant to the terms of this Agreement and an escrow agreement executed concurrently herewith.

b) Purpose. The Escrow Deposit shall serve as security for Developer's full and timely performance of its obligations under this Agreement and as liquidated damages in the event of a Default or Material Breach of this agreement, including, but not limited to its Post Closing Obligations.

c) Material Breach. For purposes of this Section, "Material Breach" means any substantial failure by Developer to perform any of its material obligations under this Agreement that remains uncured after written notice from the OAF and the expiration of any applicable cure period provided herein.

d) Release Upon Material Breach. Upon an uncured Material Breach or Default, a the Escrow Agent shall, within five (5) business days, disburse the Escrow Deposit (including any accrued interest) to the OAF.

e) Return of Escrow Deposit. If no Material Breach by Developer has occurred during the Term of this Agreement, the Escrow Agent shall return the Escrow Deposit, together with any accrued interest, to Developer within ten (10) business days following the expiration or earlier termination of this Agreement.

f) No Limitation on Remedies. Payment of the Escrow Deposit to OAF upon a Material Breach or Default shall not limit or preclude the OAF from pursuing any other remedies available at law or in equity.

19. Default by Developer.

a) False Statements. Any representation or statement made or furnished to the City or the OAF by or on behalf of the Developer through an authorized representative, under this Agreement or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished, or if the Developer learns that any such representation or statement has become false or misleading at the time it was made, and the Developer fails to provide written notice to the OAF and the City of the false or misleading nature of such representation or statement within ten (10) days after the Developer learns of its false or misleading nature.

b) Insolvency. The dissolution or termination of the Developer's existence as a going business, the Developer's insolvency, appointment of a receiver for any part of the Developer's property, any assignment of all or substantially all of the assets of the Developer for the benefit of creditors of the Developer, any type of creditor workout for the Developer, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against the Developer unless, in the case of involuntary proceedings, such proceedings are discharged within sixty (60) days after filing, any of which occur prior to the completion of the Project.

c) Other Defaults. Failure of the Developer to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any of the Related Documents, or failure of the Developer to comply with or perform any other term, obligation, covenant or condition contained in any other agreement between the Developer and the OAF, and the Developer fails to cure such failure within thirty (30) days after written notice from the OAF describing such failure, or if such failure cannot be cured within such thirty (30) day period in the exercise of all due diligence, then if the Developer fails to commence such cure within such thirty (30) day period or fails to continuously thereafter diligently prosecute the correction of such failure.

d) For the first twenty-four (24) months after July 15, 2022, the only remedy for default by the Developer will be Reverter or equitable relief. After that time period, upon default, all remaining amounts of the Project Fund owed to the City will become immediately due and payable and the City may pursue any and all legal or equitable remedies. Further, The Developer shall be liable for any and all damages incurred by the OAF as a result of the breach of Post-Closing Obligations, including but not limited to, additional costs for project completion, loss of revenue, and any other consequential damages.

20. Representation and Warranties of the OAF. The OAF represents that:

a) The OAF has the power to enter into and has taken all actions to date required to authorize this Agreement and to carry out its obligations hereunder.

b) The OAF knows of no litigation, proceedings, initiative, referendum, investigation, or threat of any of the same contesting the powers of the OAF or its officials with respect to this Agreement that has not been disclosed in writing to Developer.

c) The OAF knows of no law, order, rule, or regulation applicable to the OAF or to the OAF's governing documents that would be contravened by or conflict with the execution and delivery of this Agreement.

d) This Agreement constitutes a valid and binding obligation of the OAF, enforceable according to its terms, except to the extent limited by bankruptcy, insolvency, and other laws of general application affecting creditors' rights and by equitable principles, whether considered at law or in equity. The OAF will defend the validity of this Agreement in the event of any litigation arising hereunder that names the OAF as a party or which challenges the authority of the OAF to enter into or perform its obligations hereunder.

e) OAF recognizes that Developer intends to commence construction and expend substantial monies in reliance upon the accuracy of the representations and warranties of the OAF.

21. General Provisions.

a) Indemnity. To the extent allowed by applicable law, the Developer and its successors, grantees, transferees, and assigns shall indemnify, save and hold harmless the OAF and the City of Jenks, and their trustees, elected officials, officers, agents, attorneys and employees (collectively, the "Indemnitees") from and against: (i) any and all claims, demands, actions or causes of action that are asserted against any Indemnitee if the claim, demand, action or cause of action directly or indirectly relates to wrongful or negligent use by such party of the Property; (ii) any claim, demand, action or cause of action which directly or indirectly contests or challenges the legal authority of such party to enter into this Agreement; and (iii) any and all liabilities, losses, costs or expenses (including attorneys' fees and disbursements) that any Indemnitee suffers or incurs as a result of any of the foregoing; and specifically (iv) any claim asserted by the Developer or any transferee of the Property or other person with appropriate standing which contests the sale of the Property as being an unlawful disbursement of public funds or files suit seeking to declare any ordinance inapplicable to such person or suit seeking reimbursement of development fees paid by any person incident to the Property; provided, however, that there shall be no obligation under this Paragraph to an Indemnitee with respect to any of the foregoing arising out of the gross negligence or willful misconduct of such Indemnitee or the breach by an Indemnitee of this Agreement.

b) Release by Subsequent Developers. Each grantee or transferee of the Developer, and any subsequent Developer of any part of the Property, releases the Developer, its Affiliates, officers, partners, employees, attorneys, successors and assigns and the OAF, its elected officials, officers, agents, attorneys and employees (collectively the "Released Parties") from any and all claims, demands, actions or causes of action directly or indirectly related to any one or more of the following: (i) the wrongful or negligent use by any person or entity of the Property; (ii) the legal authority of any party to enter into this Agreement; and (iii) any development ordinance applicable to such person or to the Property. The foregoing

release shall survive and continue to be enforceable notwithstanding any development approvals on any part of the Property granted by the OAF.

c) Entire Agreement; No Oral Modification. This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the signatories hereto or their respective heirs, successors, and assigns.

d) Jurisdiction and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma, and all obligations of the parties created hereunder are performable in Tulsa County, Oklahoma. Exclusive venue for any action arising under this Agreement shall lie in Tulsa County, Oklahoma.

e) No Vested Rights. The signatories hereto shall be subject to all ordinances of the City of Jenks, whether now existing or in the future arising, save and except only to the extent expressly waived in this Agreement. This Agreement shall confer no vested rights on the Property unless specifically enumerated herein.

f) Authority. This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. The OAF warrants and represents that the individual executing this Agreement on behalf of the OAF has full authority to execute this Agreement and bind the OAF to the same. The Developer warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind the Developer to the same.

g) Severability. In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of the Agreement shall, to the extent reasonably possible, remain in force as if such invalid provision were not a part hereof.

h) Covenant Running with the Land. A memorandum of this Agreement acceptable to Developer, OAF and the City shall be filed in the Real Property Records of Tulsa County, Oklahoma. The provisions of this Agreement shall be deemed to run with the Property and shall be binding on the heirs, successors and assigns of the Developer.

I Notices. All notices required to be given under this Agreement shall be given in writing and shall be effective when actually delivered or when deposited in the United States mail, first class, postage prepaid, addressed to the party to whom the notice is to be given at the addresses shown above. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, each party agrees to keep the other informed at all times of its current address.

j) Warranties. All warranties, representations and covenants made by the Developer or the OAF in this Agreement or in any certificate or other instrument delivered by either party under this Agreement shall be considered to have been relied upon by the parties

hereto and will survive the making of any payment and/or delivery to the OAF of the Related Documents by Developer, regardless of any investigation made by the OAF or on the OAF's behalf.

k) Time. Time is of the essence in the performance of this Agreement.

l) Assignment. The Developer may not assign its rights and obligations under this Agreement without the written approval of the City and OAF; however the Developer shall not be released from its obligations upon any approved assignment unless City and OAF execute an express release incident to any approved assignment. Notwithstanding the foregoing, Developer may assign its rights and obligations under this Agreement to any parent, subsidiary, or other affiliate of Developer without the approval of the OAF. Such assignment will not be approved during the timeframe referenced in section 9 above restricting disposition of the property.

m) Other Documents. The parties agree to make, execute, and deliver to each other such other documents and agreements as the Developer or its attorneys may reasonably request to effectuate this Agreement.

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OKLAHOMA AQUARIUM FOUNDATION



Chairperson

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

On Sept. 10, 2025, this instrument was acknowledged before me by
Todd Blackburn as Chairperson of the Oklahoma Aquarium Foundation.

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





Notary Public

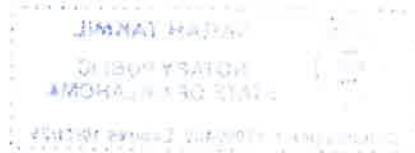


EXHIBIT A

Property Description and Depiction

Legal Description: LT 2 LESS BEG NEC LT 3 TH NE72.32 SE111.24 SE75 SW50 SE86.10
SW51.56 NW316.76 POB BLK 1 OKLAHOMA AQUARIUM CAMPUS, A COMMERCIAL
SUBDIVISION OF THE CITY OF JENKS ACCORDING TO THE RECORDED PLAT
THEREOF



EXHIBIT B
JENKS CITY COUNCIL RESOLUTION NO. 741

8832446.1

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LEASE

KNOW ALL PEOPLE BY THESE PRESENTS:

That the **OKLAHOMA AQUARIUM FOUNDATION**, hereinafter referred to as “OAF” or “Lessor”, hereby agrees to lease the property as depicted on Exhibit A attached hereto, hereinafter referred to as the “Subject Property”, to **INSPIRATION HALL, LLC**, an Oklahoma Limited Liability Corporation, hereinafter referred to as “Lessee” or “Developer”, which agrees to lease the same from OAF and complete the parking improvements as shown on Exhibit A at Lessee’s sole cost and expense.

Recitals: The Lessee is in the process of designing, engineering, and constructing a facility adjacent to the Subject Property to house a one story food hall for private dining and entertainment activities (“Food Hall”) and Lessee requires additional parking for employees and visitors as shown on Exhibit A. The date the Food Hall is opened shall be the “Commencement Date.”

In consideration of the mutual covenants and conditions hereinafter set forth, the parties hereto agree as follows:

1. The OAF will grant an initial twenty (20) year lease term to Lessee with two (2) ten (10) year options to extend the lease to a total of forty (40) years. Lessee will give written notice to OAF of its intent to exercise a renewal option at least 360 days prior to expiration of a lease term. Lessee agrees to maintain standards related to architectural, concrete and other building materials, landscaping and maintenance of the property designated as parking as well as the proposed Food Hall and shown on Exhibit A to a quality consistent to average industry standards for any point in time during the duration of the Lease. This includes the duty to rebuild the parking lot at any point during the lease term if the lot falls below industry standards or reaches the end of its useful life due to cracking, pot holes, foundation failure, standing water, warping, or crumbling.

2. Lessee shall not charge any fees for the use of or parking within the Subject Property. If any parking or usage fees are ever charged on the Subject Property, Lessee shall remit fifty percent (50%) of any revenue generated from such fees to Lessor as “Additional Rent”.

3. Based upon a site plan provided by Lessee, the OAF and the City of Jenks (“City”) will have final approval through the City’s planning and zoning process of the parking plan shown on Exhibit A. The leased tract shall be subject to any easements retained by OAF and/or the City as may be needed for public access to the overall Aquarium site or as may be proposed and presented for additional construction from time to time.

Cross-parking shall be mutually allowed between the Food Hall and nearby commercial uses, the Aquarium, or any future commercial use of the adjacent commercial sites, but not between the office uses and the Oklahoma Department of Wildlife Conservation office parking area unless approved in writing and documented with proposed site modifications in the future.

4. Lease payments shall begin on the Commencement Date. Base Rent payable to OAF shall be as follows:

Months 1 – 120	\$1,000 per month
Months 121+	\$1,000 per month

Base Rent shall be paid within fifteen (15) days after the previous monthly period.

5. The Lessee will construct parking lots to accommodate parking as shown on Exhibit A, with fencing as needed, built to the Jenks City Engineer's specifications for flood plain master planning and with a minimum number of parking spaces as set forth and required by the Zoning Code of the City of Jenks. Lessee shall also install, at its expense, parking-paving (asphalted), curbs and gutters, parking lot streetlights, and, if needed, a concrete pad for a dumpster loading in an area accessible to the Food Hall, to minimum standards determined by the Jenks City Engineer. After completion of the parking lot and possible pad, Lessee shall assume any liability for claims arising thereafter and future maintenance and repair.

Lessee shall, at its expense, install and maintain fencing and gates to the shared employee parking area shown on Exhibit A in a manner that allows access to the lot by the employees of the Aquarium and the Food Hall, but restricts access by the general public. Lessee, during the term of this Lease, shall, at its expense, ensure the employee parking area is secure, protected, and can not be accessed by non-employees. OAF and Lessee shall review reasonable security measures, based, in part, upon Lessee's recommendations, to be provided by Lessee in the shared employee parking area, during the Term of the Lease, on an as needed basis. The OAF must approve of Lessee's recommended security measures provided to be provided by Lessee in the shared employee parking areas during the Term of the Lease.

Lessee will install and maintain landscaping in an aesthetically pleasing manner. Non-developed lots or easements, if any, adjacent to the parking site shall be maintained by Lessor in a manner not detrimental to the Food Hall, the Aquarium, or any other commercial facilities in the immediate area.

6. Water for irrigation, drive lanes and aprons, and any roadways will be provided at the sole cost to Lessee. All other utilities and any costs associated with the same are the responsibility of Lessee.

7. The property is zoned under a Specific Use Permit and proposed construction is subject to being reviewed and approved under the terms of the Permit and the requirements of the Riverfront District provisions of the Jenks Zoning Code. Additional construction on the site shall require approval of OAF.

8. Signage shall be subject to the requirements of the Jenks City Code and any stipulations in the zoning in the Specific Use Permit. Appropriate signage indicating parking will be incorporated into master planning for the parking facility. All parties recognize the benefit of cooperative advertising, signage and shared advertising as mutually agreed.

9. In the event (i) construction of the Food Hall has not been completed by October 15, 2027, or (ii) of closure of the Food Hall for an eighteen (18) month period, then this Lease shall terminate and any improvements will revert to the OAF and/or the City. In the event of such termination, Lessee shall be responsible for immediately removing any liens on the Subject Property.

10. Lessee will hold harmless and indemnify the OAF, the City, and the Jenks Public Works Authority and their officers, directors, employees, and agents harmless from claims arising on the leased site, unless caused by an affirmative action of the same.

11. Lessee shall be responsible for all utility service charges and any ad valorem, personal property or other taxes associated with its lease of the Subject Property and its improvements and use thereof.

12. Lessee shall, during the Lease Term, maintain in full force and effect a policy of public liability and property damage insurance with respect to the subject property, leasehold improvements and the business conducted by Lessee. Such public liability and property damage policy shall be in a comprehensive general liability form including premises operation and personal injury coverage, independent contractors and broad form including premises operation and personal injury coverage, independent contractors, and broad form property damage of not less than \$2,000,000.00 and \$2,000,000.00 blanket contractual liability. Such insurance shall contain a clause that the insurer will not cancel or amend the insurance without first giving the OAF and/or the City thirty (30) days prior written notice. A copy of the policy or certificate of insurance shall be delivered to the OAF and the City.

13. Lessee shall use and occupy the premises for a parking lot only. Lessee shall neither permit on the Subject Property any act, sale, or storage that may be prohibited under standard forms of insurance policies. In addition, no use shall be made or permitted to be made that shall result in (a) waste on the premises, (b) a public or private nuisance, (c) improper, unlawful, or objectionable use, including sale or storage of materials generating an odor on the premises. Lessee shall comply with all government regulations and statutes affecting the Subject Property either now or in the future.

14. Lessee shall have quiet and peaceful possession of the Subject Property during the term hereof without hindrance by OAF or the City.

15. The covenants and agreements herein shall be conditions as well as covenants, and breach of any of them, or that failure to pay rent within thirty (30) days of due date, or the abandonment of the Subject Property, or the making of an assignment for the benefit of creditors by Lessee, or the appointment of a receiver for Lessee, or the filing of a petition by the Lessee for reorganization, or relief of debtors, or a voluntary petition in bankruptcy, or adjudication of bankruptcy of Lessee, or a violation of any restriction contained in that certain deed from OAF to Lessee for the Food Hall property and recorded with the Tulsa County Clerk on July 22, 2022 as Document #2022076101, shall constitute a default on the part of Lessee.

Further, any Default or Material Breach of Developer of its obligations under the Second Amended and Restated Economic Development Agreement (or as amended thereafter) between the OAF and Developer shall be considered a material breach under this Lease. Upon such breach, this Agreement shall be considered terminated and Developer shall have no rights under this Agreement.

Upon default by Lessee, the OAF shall, at its option, have the following remedies:

(a) terminate the Lease and take possession of the Subject Property; (b) terminate the Lease and recover damages in an amount equal to the unpaid future rent based upon the average monthly rental for the previous 12-month period, or in any greater amount permitted by Law; (c) any remedy permitted by Federal or State law and the remedies granted to OAF shall be cumulative, and exhaustion of one shall not preclude OAF from resorting to the other. The waiver by OAF of any default shall be a waiver or consent to the continuation of such default or to a subsequent default.

(b) OAF shall give notice of default to Lessee's lender and lender shall have thirty (30) days after said notice to cure the default prior to OAF exercising remedies set forth above.

16. OAF has the right to assign its interest in this lease as security for the payment of any mortgage on the Subject Property it may secure in the future or the adjacent properties of OAF, provided, however, that any such assignment does not relieve OAF of any of its obligations.

17. Lessee agrees to pay a late charge equal to six percent (6%) of the monthly rent installment as herein provided when any installment of rent is paid more than ten (10) days after the due date thereof. It is hereby understood that this charge is for extra expenses incurred by OAF and shall not be considered interest.

18. Prior to final approval of this Lease, Lessee shall provide copies of any liens or mortgages on the Food Hall property. Lessee shall also provide evidence of financial ability to construct the Food Hall and pay off any such liens or mortgages.

19. At the expiration of this Lease, or sooner termination thereof, the Lessee shall give possession of the Subject Property to OAF and in as good condition as when Lessee commenced possession, usual wear and tear excepted.

20. This Agreement may not be transferred or assigned by Developer without the express written consent of the OAF.

21. Lessee acknowledges and agrees that it has not relied upon any statement, representations, agreement or warranties except such as are expressed herein, and that no amendment or modifications of this Lease shall be valid or binding unless expressed in writing and executed by the parties hereto in the same manner as the execution of this Lease.

22. If either party brings any action or proceeding to enforce, protect, or establish any right or remedy, the prevailing party shall be entitled to recover reasonable attorney's fees. Arbitration

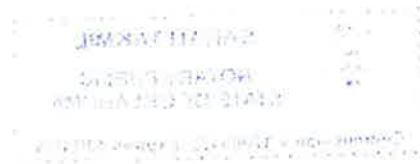
is an action or proceeding for the purpose of this provision. For the purposes hereof, OAF shall be deemed to have prevailed in any unlawful detainer if the action is dismissed by reason of Lessee's curing of the default upon which such action was based. Lessee shall reimburse OAF any and all costs incurred by OAF in collecting any delinquent payment due from Lessee hereunder whether action is instituted therefore or not.

23. The OAF shall have the right, during the term of the Lease, to draft and enforce rules, and regulations related to the shared employee parking lot to ensure the access to the employee lot and safety of employees utilizing the lot.

24. The covenants and agreements of this Lease shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto where the context hereto requires or admits.

25. This Lease shall be subject to and governed by the laws of the State of Oklahoma.

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APPROVED this 10 day of Sept, 2024.

OKLAHOMA AQUARIUM FOUNDATION

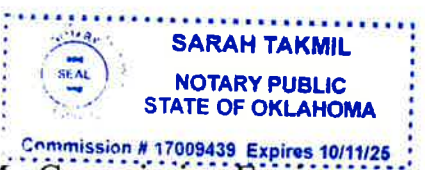
By: [Signature]
Title

ATTEST:

Clerk (Seal)

STATE OF OKLAHOMA)
) ss
COUNTY OF TULSA)

This instrument was acknowledged before me on this 10th day of Sept, 2024 by Todd Blackburn as President of the OKLAHOMA AQUARIUM FOUNDATION.



[Signature]
Notary Public

My Commission Expires 10/11/2025

THIS IS A CONCEPTUAL DESIGN.
FINAL DESIGN WILL BE DEPENDANT
ON ENGINEERING AND UTILITY
COORDINATION.

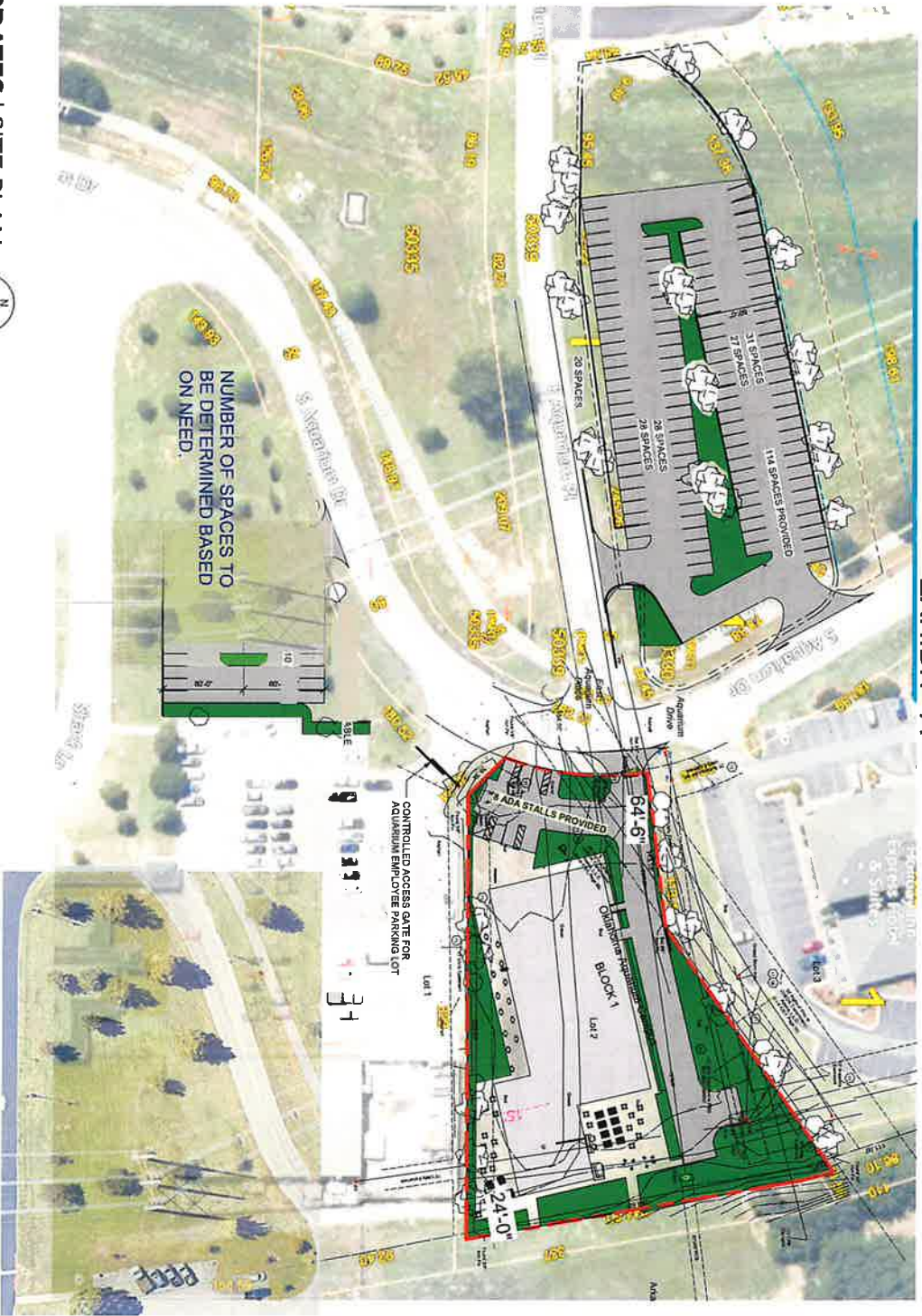
TOTAL PARKING STALLS REQUIRED: 178
JENKS MARKET ON-SITE: 8 ADA STALLS

EXHIBIT "A"

TOTAL SITE AREA: 57,850 SF
TOTAL LANDSCAPING (PERVIOUS) 18,742 SF
% IMPERVIOUS = 68%
TOTAL GROSS BUILDING AREA
17,800 GSF

FRISBIE LOMBARDI

ksqdesign



PLAN UPDATES | SITE PLAN

SCALE: 1:80



JENKS MARKET | SCHEMATIC DESIGN

01 AUGUST 2025

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To the JAA and the OAF

July 09, 2025

Please review and return with response and applicable signatures within 10 business days.

Per SUP 43:

The Aquarium campus was approved and planned for Commercial out-parcels (approximately 28 acres more or less) which was planned in order to add value to the overall development by enhancing the visitor experience and appeal of the Riverfront District in areas adjacent to the aquarium and further believed would reinforce retail opportunities in Jenks that complement the Downtown shopping core and the Antiques and Collectibles District, uses such as hotel accommodations and boardwalk boutiques shopping being the most desirable. Leaseholds from JAA/OAF were stated to be the intended real estate format for the commercial out-parcels.

Architectural Style and Concepts

The architectural character of the aquarium was approved to be a mixture of *Cape Cod and Victorian* derived from existing structures in several areas of the Theme District in Jenks. *White picket fences, period street lighting, white siding, asphalt shingle roofs, and brick masonry wainscot will be the primary design elements. The aquarium will be a modified campus approach with the main form consisting of a primary structure which gives the appearance of several structures and detached structures which are connected by causeways/boardwalks and feature outdoor exhibits and other related elements.* The architectural concept will allow for the phased construction of aquarium components—the additions and enhancements.

PRIMARY DESIGN ELEMENTS

- *White picket fences,*
- *period street lighting,*
- *white siding,*
- *asphalt shingle roofs,*
- *brick masonry wainscot,*

LAYOUT:

- *Modified Campus*
- *Main form-primary structure appearing as:*
 - *several attached structures*
 - *detached structures*
- *Connectivity: causeways/boardwalks*
- *Features: outdoor exhibits and other related elements*

AQUARIUM CAMPUS ARCHITECTURAL REVIEW AGREEMENT

Per the Oklahoma Aquarium Plat, Deed of Dedication, the Jenks Aquarium Authority (JAA) shall provide in writing to the City of Jenks a release showing approval of a project located on the Aquarium Campus as summarized below:

1. (Site Plan) plot plan, which plot plan shows
 - landscape plan
 - location of building on campus
 - direction of front facing of such building
 - (Façade)
 - exterior color scheme
 - material thereof
2. (Appearance Review District)
 - Does the Site Plan conform to the Cape Cod Boardwalk Theme of the approved Specific Use Permit (SUP 43)? Y | N
 - If No, is the JAA willing to deviate from the plan and approve the façade as presented in the exhibits? Y | N
 - Does the façade meet the requirements of the RTC district? Y | N
3. (Building Plans) building plans and specifications,
4. (Engineering Plans) drainage and grading plans,

_____The JAA having seen the site plan exhibits provided as detailed above, by the entertainment entity High Five, do approve in writing as the Oklahoma Aquarium Campus Architectural Control Committee which is composed of the members of the Jenks Aquarium Authority (JAA), a Public Trust of the City of Jenks.

_____The City and the JAA acknowledge, when approved in 2007, *The Oklahoma Aquarium Campus* plat was located within the Riverfront and/or Boardwalk Appearance Review District of the City of Jenks. The district no longer exists, however the architectural design is dictated in the approved Specific Use Permit (SUP 43) which requires review and approval by the Jenks Aquarium Authority who shall fulfill the purpose of the appearance review process as set forth in ~~Section 4-13-1 thru 4-13-3 inclusive of the Jenks City Code~~ SUP 43. The City of Jenks shall maintain the right to enforce the decision of Architectural Control Committee, also known as the Jenks Aquarium Authority, as established by the appearance review criteria of the Jenks City Code.

AQUARIUM CAMPUS ARCHITECTURAL REVIEW AGREEMENT

_____ Per Section III of the Deed of Dedication, the City of Jenks does request a formal committee known as the "Architectural Control Committee" be established by the JAA for review and release of projects located on the Oklahoma Aquarium Campus.

_____ The ACC has reviewed the request and does agree to the application as submitted. Y | N

_____ The ACC has reviewed the request and agrees to the application with the following modifications.

_____ The ACC has reviewed the request and has denied the application stating the reasons for denial.

Signed by the following Parties:

Signature/Date City Manager



Marcaé Hilton

Signature/Date City Planner



JAA/ACC REPRESENTATIVE

Signature/Date



OAF PRESIDENT

Signature/Date

Support Information:

SECTION III – ARCHITECTURAL CONTROL COMMITTEE

- A. The owner/developer shall cause to be formed an Architectural Control Committee for the purpose of reviewing development plans in accordance with the guidelines as established in Section III Subsection (D) of the Deed of Dedication of the “Oklahoma Aquarium Campus” subdivision plat.

- A. No building, fence, wall, placement of exterior lighting, signs, or any proposed construction requiring the issuance of a building permit shall be erected, placed or altered on any lot in this subdivision until the building plans and specifications, drainage and grading plans, exterior color scheme and material thereof, and plot plan, which plot plan shows a landscape plan and the location and facing of such building have been approved in writing by the Oklahoma Aquarium Campus Architectural Control Committee to be composed of the members of the Jenks Aquarium Authority (JAA), a Public Trust of the City of Jenks.

- B. The Oklahoma Aquarium Campus is located within the Riverfront and/or Boardwalk Appearance Review District of the City of Jenks. Review and approval by the *Jenks Aquarium Authority shall fulfill the purpose of the appearance review process as set forth in Section 4-13-1 thru 4-13-3 inclusive of the Jenks City Code.* The City of Jenks shall maintain the right to enforce the decision of Architectural Control Committee, also known as the Jenks Aquarium Authority, as established by the appearance review criteria of the Jenks City Code.

- C. The Architectural Control Committee’s purpose is to promote good design and compatibility within the subdivision and to enforce the Riverfront/Boardwalk Appearance Review District of the City of Jenks within the boundaries of the “Oklahoma Aquarium Campus” subdivision plat. The following guidelines and criteria are hereby established and in force for the “Oklahoma Aquarium Campus” subdivision plat and shall be taken into consideration during the review by the Architectural Committee (JAA).

SECTION IV. ENFORCEMENT, DURATION, AMENDMENT, AND SEVERABILITY

A. Enforcement

The restrictions herein set forth are covenants to run with the land and shall be binding upon the owner/developer, its successors and assigns. Within the provisions of Section I. Streets, Easements, and Utilities, and Section II. Development Standards, are set forth certain covenants and the enforcement rights pertaining thereto, and additionally the covenants within Section I and II, whether or not specifically therein so stated, shall inure to the benefit of and shall be enforceable by the City of Jenks, Oklahoma. The Covenants contained in Section III, Architectural Control Committee, shall inure to the benefit of the owners and tenants of the lots within the subdivision, the Jenks Aquarium Authority, and the City of Jenks. If the undersigned owner/developer, or its successors or assigns or owners of any lot within Oklahoma Aquarium Campus shall violate any of the covenants herein, it shall be lawful for the City of Jenks, Jenks Aquarium Authority, any owner or tenant of a lot to maintain any action at law or in equity against the person or persons violating or attempting to violate any such covenant, to prevent him or them from so doing or to compel compliance with the covenant. In any Judicial action brought by the Jenks Aquarium Authority, or an owner of tenant of a lot which action seeks to enforce the covenants or restriction set forth herein or to recover damages for the breach thereof, the prevailing party shall be entitled to recover reasonable attorneys fees and costs and expenses incurred in such action.

B. Duration

These Restriction, to the extent permitted by applicable law, shall be perpetual and shall be in force and effect for a term of not less than thirty (30) years from the date of the recording of the Deed of Dedication after which time said covenants shall be automatically extended for successive periods of ten (10) years unless amended or terminated as hereafter provided.

C. Amendment

The covenants contained within Section I. Streets, Easements, and Utilities and Section II. Development Standards may be amended to terminated at any time by a written instrument signed and acknowledged by the owner of the land to which the amendment or terminations is to be applicable and approved by the Jenks Planning Commission, or its successors with the approval of the City of Jenks, Oklahoma. The covenants within Section III. Architectural Control Committee may be amended or terminated at any time with 75 percent agreement of all ownership in Oklahoma Aquarium Campus and approved by the Jenks Aquarium Authority, the Jenks Planning Commission, and approval of the City Council of the City of Jenks, Oklahoma.



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SHARED PARKING AND ECONOMIC DEVELOPMENT AGREEMENT

THIS SHARED PARKING AND ECONOMIC DEVELOPMENT AGREEMENT ("Agreement") is made and entered as of the date of the signature of the last party to sign below ("Effective Date") by and between INSPIRATION HALL, LLC ("Developer"), the City of Jenks, an Oklahoma municipal corporation, ("City"), the Jenks Aquarium Authority ("JAA") and the Oklahoma Aquarium Foundation ("OAF").

RECITALS

A. Developer intends to develop a food hall on land on the Oklahoma Aquarium campus which is anticipated to generate new sales tax for the City of Jenks and draw visitors to the Oklahoma Aquarium ("Project"); and

B. The City owns the parcel on which the parking lot for the Oklahoma Aquarium sits adjacent to the Project ("City Parcel"), the OAF owns the parcel on which the Oklahoma Aquarium sits which is also adjacent to the Project ("OAF Parcel"), and the JAA has a 99 year lease on both of the aforesaid parcels; and

C. Developer has sought relief from the off-street parking requirements of the Jenks City Code pursuant to section 16-6-1(G), and in order to provide sufficient parking for the proposed use, desires to enter this agreement for shared parking; and

D. Per the UDO Sec. 16-6-1. (G) This parcel shall be set aside. *Space to be Set Aside for Reduced Parking. The Planning Commission may require the site plan for the commercial or industrial use be designed to provide sufficient open space on the subject site to accommodate the additional parking spaces otherwise required by this article. Such open space shall be in addition to required yards, setbacks, driveways, private streets, loading and service areas. Sufficient open space shall be provided which, if converted to off-street parking areas, would provide off street parking to meet the full requirements of this article at the time of application.*

(a) Planning Commission Review and Verification. Upon the receipt of a complaint, the Planning Commission shall review the adequacy of parking where an adjustment to parking requirements has been granted and set aside space has been required. If the parking is found to be inadequate, the Planning Commission shall order the use of the property to comply with the parking requirements set forth in Table 16-6-1(E).

E. The Project has been legislatively determined to fulfill the public purpose of economic development, See City of Jenks Resolution 741.

TERMS AND CONDITIONS

The City, JAA and OAF hereby grant and conveys to Developer the nonexclusive right to utilize the City and OAF Parcels for listed purposes and Developer agrees to perform and provide certain

services; and the City agrees to construct certain improvements upon said property in consideration of the economic development benefits of the Project according to the following terms and conditions.

1. City, OAF and JAA shall allow Developer the non-exclusive use of a portion the City Parcel and portion of the OAF Parcel (collectively referred to as "Public Parking Land"). for the purpose of customer parking The Public Parking Land is further described on the attached Exhibit "A." Other Aquarium Campus users may also use this parking.

City shall construct and maintain parking roughly in accordance with Exhibit "B" hereto in compliance with all applicable laws and regulations and all specifications provided by the City.

- a. No Liens on Premises. Developer shall promptly pay any contractors hired for installation, repair, or maintenance of improvements on the Public Parking Land, and shall not permit or allow the placement of any lien upon the Public Parking Land. Developer shall promptly pay and discharge any and all liens arising out of any construction, alteration, or repair work done, or suffered or permitted to be done, by Developer on the City ROW.
2. Any modifications or termination of this agreement must be approved by all parties, and if the total number of parking spaces dedicated to the Project will be changed, must also be approved by the City of Jenks Planning Commission.
3. Developer hereby acknowledges, that the use of the Public Parking Land is a permissive use which is revocable by the City, JAA or OAF respectively on the terms and conditions set forth herein.
4. Developer hereby indemnifies the City, JAA and OAF and agree to hold them harmless from all liability, cost, damage, and expenses (including, but not limited to, attorneys' fees, court costs, and expenses of litigation) arising out of or in any manner connected with Developer's use of the Public Parking Land.
5. This agreement and the exhibits attached hereto constitute the full and complete agreement between the parties with respect to all matters contained herein; evidence of any prior or contemporaneous oral agreement or understanding shall be inadmissible to take from, add to, or alter the terms of this Agreement.
6. This Agreement may not be modified, rescinded, terminated, or amended, in whole or in part, except by written and recorded consent of the parties hereto.

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

INSPIRATION HALL, LLC



By: Robert Miller

Signed this 5th day of September, 2025.

CITY OF JENKS

Cory Box, Mayor

Attest:

City Clerk

Signed this _____ day of _____, 2025.

JENKS AQUARIUM AUTHORITY

Cory Box, Chairperson

Attest:

City Clerk

Signed this _____ day of _____, 2025.

OKLAHOMA AQUARIUM FOUNDATION

By: Todd Blackburn, President

Signed this _____ day of _____, 2025.

EXHIBIT "A"

OAF OWNERHSIP: Subdivision: OKLAHOMA AQUARIUM CAMPUS (60804)

Legal: PRT LT 1 BEG AT INT OF SL LT 1 & WL SEC 20 TH N APR 894.39 NE APR 3.53 CRV LF 180.52 SE38.34 E320 SE92.40 S 168.59 SE602.36 SE246.83 S205.33 NW70.69 CRV LF 194.37 SW108.13 CRV RT 35.49 CRV RT132.89 CRV RT37.39 NW243.54 CRV LF APR 154.06 POB LESS BEG 112.79N & 189.01E SWC SEC 20 TH CRV LF174.99 CRV RT125.33 SW6.34 SW108.13 CRV RT35.49 CRV RT132.88 CRV RT17.51 TO POB BLK 1

Section: 20 Township: 18 Range: 13

CITY OF JENKS OWNERSHIP: Subdivision: OKLAHOMA AQUARIUM CAMPUS (60804)

Legal: PRT LT 1 BEG AT INT OF SL LT 1 & EL SEC 19 TH CRV LF APR 174.62 W294.46 CRV RT 153.25 CRV LF 642.74 CRV RT 149.93 NE APR 145.38 S APR 894.39 POB BLK 1

Section: 19 Township: 18 Range: 13



EXHIBIT "B"

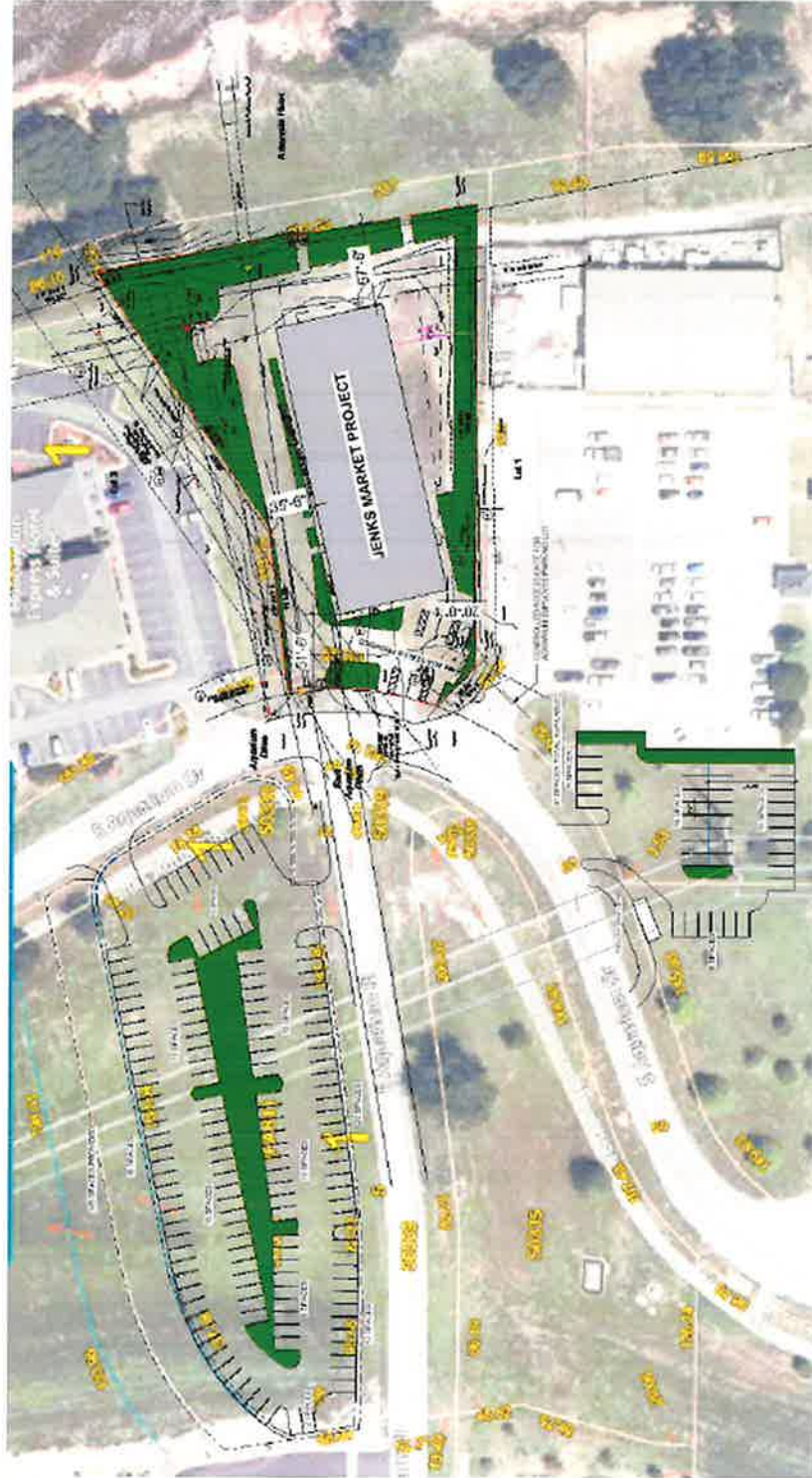


ksqdesign

Exhibit "B" Site Plan

THIRD FLOOR NET SF
 USE: BUSINESS OFF.
 TOTAL SF 1,300 SF
 TOTAL G.P. 3,700 SF = 31 PARKING STALLS
 TOTAL GARAGE STALLS 100
SECOND FLOOR NET SF
 USE: BUSINESS OFF.
 TOTAL SF 1,300 SF
 TOTAL G.P. 3,700 SF = 31 PARKING STALLS
 TOTAL GARAGE STALLS 100
FIRST FLOOR NET SF
 USE: BUSINESS OFF.
 TOTAL SF 1,300 SF
 TOTAL G.P. 3,700 SF = 31 PARKING STALLS
 TOTAL GARAGE STALLS 100

TOTAL PARKING STALLS REQUIRED: 225
 TOTAL PARKING PROVIDED: 250
 NET LOT 142 STALLS
 GROSS LOT 180 STALLS
 JENKS MARKET ON-SITE ADA STALLS
 GARAGE STALLS: 100
 TOTAL SITE AREA: 57,500 SF
 TOTAL LANDSCAPING (PERVIOUS): 18,742 SF
 % IMPERVIOUS = 68%



SITE LAYOUT | SITE PLAN
SCALE: 1"=50'-0"

JENKS MARKET | JENKS OKLAHOMA
WEDNESDAY 09 JULY 2025



MEMORANDUM

DATE: August 16, 2025
TO: CHAIRMAN, MEMBERS OF JAA AND OAF
FROM: KENNY ALEXOPOULOS, CHIEF OPERATING OFFICER
RE: FACILITY AND STAFF UPDATES

Dear Jenks City Council, Members of JAA and OAF

The Aquarium's attendance and revenue have slipped as of June and July with about a 6-8% drop, however, this trend appears to be nationwide for the industry and many other entertainment attractions. Memberships are still up, which is encouraging.

Events:

- Sharklahoma events went very well with most being sold out, however, Boomfest (due to circumstances with the fireworks company) and Sharks in the Park (due to storms) had to be cancelled. Our out of state Dive with the Bull Sharks contest winner was from Plano TX, and our instate winner was from Tulsa.
- We are trying a new event this year called Stemtember. This public event will be on the evening of September 16th from 6:30 pm – 8:30 pm and focuses on Education in the sciences. We will be hosting educators and students from all levels. There will be a panelist of teachers and organizations answering questions about STEM (Science, Technology, Engineering and Mathematics) and youth involvement in the sciences. Some of our guest speakers include ODWC, OSU Health and teachers from across the region. The event is sponsored by Community Care.
- We will be celebrating Tulsa Tourism's 918 day by having volunteers cleaning up the section of the river and grounds along the aquarium. 918 Day is a celebration of the Tulsa metro area and is geared towards community pride and engagement. This event is on September 18th.
- We plan to try a daytime Hallowmarine event on the weekend of the 17th and 18th. This will ensure more vendor participation and give visitors an opportunity for visitors who prefer a daytime outing. The weekend of the 24th as well as Halloween day will not change.

Projects and Construction:

- The efforts are underway in Shark Research Center. The team is currently prepping the large concrete tanks for waterproofing. This is a tedious process that should be completed by October, after which, the waterproofing can begin.
- The carpet in the admin's common floor spaces have been replaced with tiles. We will be purchasing enough extra tile to complete the office spaces next year.
- The leak in the living coral tank appears to have been fixed using an ingenious method developed by the staff. We did not have to drain the tank nor close the exhibit.

**Thank you,
Kenny Alexopoulos
Chief Operating Officer**