

**AGENDA
JENKS CITY COUNCIL
TUESDAY, SEPTEMBER 16, 2025, 6:00 PM
JENKS CITY HALL, 211 NORTH ELM**

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

CALL TO ORDER

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

ANIMAL WELFARE SPOTLIGHT

CITIZEN COMMENTS

BUSINESS

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

1. Consideration and appropriate action relating to a request for approval of the Consent Agenda. (All matters listed under "Consent" are considered by the City Council to be routine and will be enacted by one motion. Any Councilor may, however, remove an item from the Consent Agenda by request. A motion to adopt the Consent Agenda is non-debatable.)
 - A. Approve minutes of the regular meeting held on September 02, 2025.
 - B. Approve Encumbrances and Expenditures
 - C. Monthly Reports
 - D. Approve Plat 25-17 — a Preliminary/Final Plat for West K Place. General Location: NW Corner of W "K St & N Birch Ave
 - E. Approve Plat 25-18 — a Preliminary Plat for Bentley Ranch. General Location: S of 131st & E of Elm
 - F. Approve UEC 25-03 - a Utility Easement Closure for Bentley Ranch. General Location: S of 131st & E of Elm
 - G. Approve request to use Jenks streets from 7:00 AM until 12:00 PM on November 22, 2025, for the "Jenks Christmas Parade."
 - H. Approve request to use Jenks streets from 12:00 PM until 12:00 AM on November 06, 2025, for the "Stella & Sloan Grand Opening" Event.
 - I. Approve request to use Jenks streets from 7:15 AM until 11:00 AM on November 08, 2025, for the "Jenks Half Marathon."
 - J. Approve request to use Jenks streets from 5:15 PM until 6:45 PM on October 10, 2025, for the "Jenks High School Homecoming Parade."
 - K. Approve JPWA debt agreement for four 2025 Chevrolet Tahoes for an estimated cost of \$219,348.80 plus dealer fees, tag and title. Funding approved from the FY

25-26 Annual Budget. [Sanchez]

2. Consideration and appropriate action relating to items removed from the Consent Agenda
3. Potential Executive Session to:
 - A. Hold confidential communications between the City Council of the City of Jenks and its counsel concerning the settling of certain claims in pending litigation (*City of Jenks v. Purdue Pharma L.P., et al.*, Case No. 1:19-op-45858-DAP, pending in the United States District Court for the Northern District of Ohio, and related litigation), including potential resolution of certain claims against Purdue Pharma LP and its affiliated entities in Purdue Pharma LP's bankruptcy case (Case No. 7:19-bk-23649 pending in the United States Bankruptcy Court for the Southern District of New York), members of the Sackler family (the "Sackler's"), Alvogen, Inc., Amneal Pharmaceuticals, Inc., Apotex, Inc., Hikma Pharmaceuticals USA, Inc., Indivior Inc., Mylan Pharmaceuticals Inc., Sun Pharmaceutical Industries, Inc., and Zydus Pharmaceuticals, related to lawsuits against pharmaceutical supply chain participants of opioid prescription drugs, and taking appropriate action in open session, including possible authorization to settle claims, the disclosure of which may seriously impair the litigation if known by public disclosure as allowed by 25 O.S. § 307(B)(4);
 - B. For the purpose of conferring on matters pertaining to economic development, including the creation of a proposal to entice a business to locate within the City of Jenks where public disclosure of the matter discussed would interfere with the development of products or services or would violate the confidentiality of the business (25 O.S. § 307(C)(11) (Sooner Development at 121st & HWY 75; Tulsa Premium Outlet outparcel)
4. Consider approval of Resolution No. 883, to include (a) approving voting to accept the Thirteenth Amended Joint Chapter 11 Plan of Reorganization of Purdue and Its Affiliated Debtors in Participation in Case No. 19-23649 pending in the United States Bankruptcy Court for the Southern District of New York, and authorizing and directing its legal counsel vote to accept the Plan via master ballot or otherwise, (b) approving voting to accept and participate in the Governmental Entities Settlement Agreement (the "GESA") dated June 17, 2025, and authorizing the Mayor of the City of Jenks, or the Mayor's designee, to execute the Subdivision Participation Form for the City of Jenks' participation in the GESA, and approval of the Purdue State-Subdivision Agreement as it pertains to the Plan and the GESA, and (c) approving voting to accept and participate in the settlement agreements with Alvogen, Inc., Amneal Pharmaceuticals, Inc., Apotex, Inc., Hikma Pharmaceuticals USA, Inc., Indivior Inc., Mylan Pharmaceuticals Inc., Sun Pharmaceutical Industries, Inc., and Zydus Pharmaceuticals, and authorizing the Mayor of the City of Jenks, or the Mayor's designee, to execute the Subdivision Participation Form for the City of Jenks' participation in the settlements with Alvogen, Inc., Amneal Pharmaceuticals, Inc., Apotex, Inc., Hikma Pharmaceuticals USA, Inc., Indivior Inc., Mylan Pharmaceuticals

Inc., Sun Pharmaceutical Industries, Inc., and Zydus Pharmaceuticals, and (d) authorizing Litigation Counsel in the opioid litigation to negotiate and enter into a State-Subdivision Agreement with the State through the Attorney General on behalf of City of Jenks with respect to the Generic/Small/Secondary Manufacturer Settlements.

5. Ordinance 1673, related to JZ 25-698, a request for a Zone Change from RS-3 (Residential Single Family) to RM-3 (Residential Multi-Family). General Location: SE Corner of S 5th & E Aquarium Pl
6. Emergency Clause for Ordinance 1673, making it effective immediately upon passage, since the immediate operations of the provisions of the Ordinance are necessary for the preservation of public health and safety.
7. Shared Parking and Economic Development Agreement between the City of Jenks, the Jenks Aquarium Authority, and Inspiration Hall, LLC.
8. Ordinance 1672, related to final approval of JZ 23 PUD 137, a Planned Unit Development to allow for a Food Hall with the updated parking plan and building layout. General Location: N. of Oklahoma Aquarium. [Hilton]
9. Emergency Clause for Ordinance 1672, making it effective immediately upon passage since the immediate operations of the provisions of the Ordinance are necessary for the preservation of public health and safety.
10. Discussion regarding reintroduction of Ordinance 1671, relating to JZ 25 PUD 154, rezoning a piece of property from AG (Agriculture) to RS-2 (Residential Single Family) with PUD 154 overlay at the general location southwest of 131st St. S. & Harvard Ave. Ordinance to be considered for approval at the September 30, 2025, City Council meeting. [Hilton]

OTHER BUSINESS

1. City Manager's Report
 - A. Update on Hive site

ADJOURNMENT

**MINUTES
JENKS CITY COUNCIL
TUESDAY, SEPTEMBER 2, 2025, 6:00 PM
JENKS CITY HALL, 211 NORTH ELM**

CALL TO ORDER

The Agenda for the Jenks City Council was posted on the City's website at 4:24 PM on August 29, 2025. The meeting was called to order at 06:02 PM on the above date with Vice Mayor John Brown presiding at Jenks City Hall.

ROLL CALL

Present

Kevin Short
Donna Ogez
Adam Abel
Craig Murray
Vice Mayor John Brown

Absent

Matthew Emmons
Mayor Cory Box

INVOCATION

Rev. Dr. Weston from St. James Presbyterian gave the invocation.

PLEDGE OF ALLEGIANCE

Was given.

ANIMAL WELFARE SPOTLIGHT

Jenks Animal Control Officer McDaniels presented an animal for adoption.

CITIZEN COMMENTS

The following citizens gave public comments:

- Rachelle Hewitt (10141 S 77th Ave, Tulsa) *provided a handout to Council, which is attached at the end of the minutes*
- Catherine Tangren (838 W 68th St, Tulsa)

BUSINESS

1. Consideration and appropriate action relating to a request for approval of the Consent Agenda. (All matters listed under "Consent" are considered by the City Council to be routine and will be enacted by one motion. Any Councilor may, however, remove an item from the Consent Agenda by request. A motion to adopt the Consent Agenda is non-debatable.)
 - A. Approve minutes of the regular meeting held on August 19, 2025
 - B. Approve minutes of the special training session meeting held on August 15, 2025
 - C. Approve Encumbrances and Expenditures
 - D. Monthly Reports
 - E. Approve Resolution 880, a resolution declaring .78 acre real property located generally

near Jenks High School and W H Street to be declared surplus and conveyed to Jenks Public Schools; authorizing the City Manager to execute all related contract documents and authorizing the Mayor to execute the deeds

- F. Approve Resolution 881, a Resolution delegating administration of and reimbursement for Downtown Economic Development Incentive Agreements and other Sales Tax Reimbursement Agreements to the Jenks Economic Development Authority.

- G. Approve Amendment to the Vision 2025 Surplus Capital Improvements Agreement originally dated April 20, 2018 between the Board of County Commissioners of Tulsa County and the City of Jenks

- H. Approve Project Supplemental and Modification Agreement No. 1 for 121st Street Trail from Elm Street to Elwood Avenue Project No.: J3-6450(004)IG, State Job No.: 36450(04)(05) with the Oklahoma Department of Transportation (ODOT) and authorize the Mayor to execute the document.

Vice Mayor Brown asked to pull Item 1. Kevin Short made a motion to approve Item 1, pulling 1.E. Craig Murray seconded the motion. A roll call vote of members was taken as follows:

Yes: Donna Ogez, John Brown, Craig Murray, Adam Abel, Kevin Short

No: None

Motion Carried.

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

Donna Ogez made a motion to continue 1.E to the September 16, 2025, meeting. Craig Murray seconded the motion. A roll call vote of members was taken as follows:

Yes: Donna Ogez, John Brown, Craig Murray, Adam Abel, Kevin Short

No: None

Motion Carried.

3. Ordinance 1672, related to final approval of JZ 23 PUD 137, a Planned Unit Development to allow for a Food Hall. General Location: N. of Oklahoma Aquarium. [Hilton]

Planning Director Marcae Hilton requested that Item 3 be continued to the next meeting. Craig Murray made a motion to continue Item 3 to the September 16, 2025, meeting. . Donna Ogez seconded the motion. A roll call vote of members was taken as follows:

Yes: Donna Ogez, John Brown, Craig Murray, Adam Abel, Kevin Short

No: None

Motion Carried.

4. Emergency Clause for Ordinance 1672, making it effective immediately upon passage since the immediate operations of the provisions of the Ordinance are necessary for the preservation of public health and safety.

Withdrawn.

5. Potential Executive Session to engage in confidential communications between a public body and its attorney, pursuant to 25 O.S. §307(B)(4), concerning pending litigation upon the advice of the attorney that disclosure would seriously impair the ability of the public body to process the claim to conduct pending litigation (City of

Jenks v Sparkman Land, LLC, CJ-2015-1817)

Kevin Short made a motion to enter Executive Session. Donna Ogez seconded the motion. A roll call vote of members was taken as follows:

Yes: Donna Ogez, John Brown, Craig Murray, Adam Abel, Kevin Short

No: None

Motion Carried. *Council entered Executive Session at 6:23 PM and returned at 6:48 PM. No other business was discussed.*

6. Resolution 882, a Resolution to approve settlement agreement with Sparkman Land, LLC.

Kevin Short made a motion to approve Item 6. Donna Ogez seconded the motion. A roll call vote of members was taken as follows:

Yes: Donna Ogez, John Brown, Craig Murray, Adam Abel, Kevin Short

No: None

Motion Carried.

OTHER BUSINESS

1. City Manager's Report

City Manager Christopher Shrout provided his update.

ADJOURNMENT

Jenks City Council adjourned at 06:51 PM.

ATTACHMENT A

Netherfield Park

Please support the building of Netherfield Park. This facility would be an Event/sport complex that hosts public events, such as farmers' markets/fox hunts/polo games/4-H/FFA, as well as competitions. The center will be steeped in a European aesthetic, making it a hub for high-end entertainment. This facility will attract a large number of people, helping to boost the local economy in Jenks.



ATTACHMENT A



A, USGS The National Map: Orthoima... Powered by Esri



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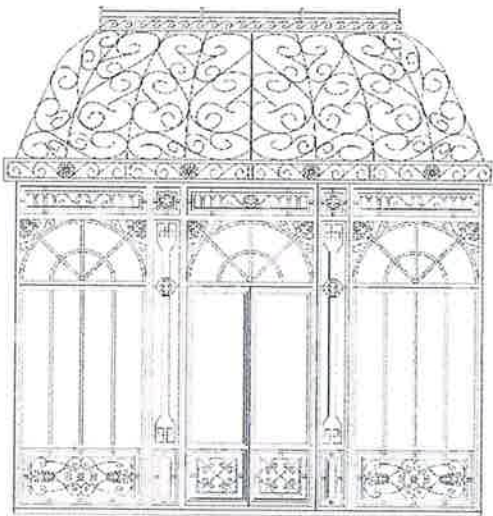
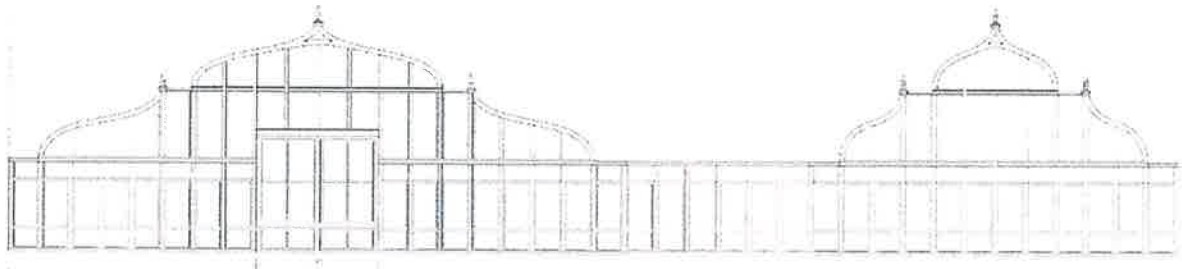
Two possible designs for the future facility



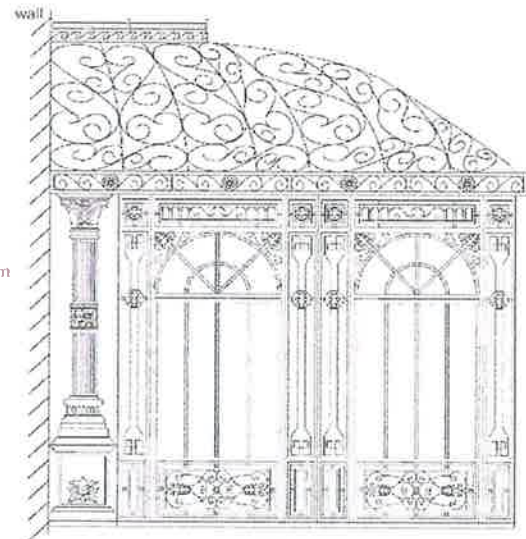
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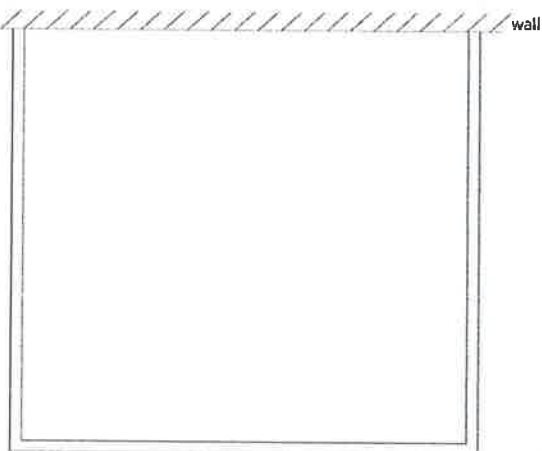


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WONDER

Log in

Equestrian Market Analysis

Delivered June 21st, 2019

8 min read



Part 01

Equestrian Market Spend

The US market size for the industry as a whole is \$102 billion. The competition sector is \$28.3 billion, and recreation is \$18 billion. There are seven million potential recreational and competitive customers. There are currently several factors affecting the market positively including a rise in association membership, gaining popularity in worldwide competitions, and companies partnering with non-profit groups.

ACTIVITIES ENCOMPASSED BY ENGLISH & WESTERN RIDING STYLES

Western riding style activities include cutting, team penning, reining, speed games, trail classes, pleasure and equitation classes, roping, and trail riding.

English riding style activities include dressage, country pleasure, jumping, hunting, mounted games, polo, and hunter pace.

Trail riding, endurance racing, competitive trail riding, and competitive mounted orienteering can be either Western or English.

For the purpose of research since Western and English riding styles can be competitive or recreational, we focused on these two categories.

The American Horse Council Foundation states there are 9.2 million horses in the US, with 3.91 million used for recreation, 2.72 million for showing, and 840,000 for racing.

RIDING STATISTICS IN THE US

Thirteen million households have participated in trail riding in the US.

There are over seven million Americans involved in the industry with 2 million horse owners.

The eastern part of the US has a higher percentage of English disciplines, while the western part has a higher number of Western disciplines.

EQUINE INDUSTRY MARKET SIZE IN US DOLLARS

Make better decisions, faster with customized market research delivered by trusted analysts in as little as 24 hours.

The US equestrian market size for the whole industry is \$102 billion.

The US competition sector of this market is \$28.3 billion, or 32% of the market.

The US recreation sector of this market is \$18 billion, or 18% of the market.

The US work sector of this market is \$4.6 billion, or 5% of the market.

The US racing sector of this market is \$36.6 billion, or 42% of the market.

Equine Industry- Western/English Breakdown

To obtain the Western and English breakdown, we used the competition and recreation sectors. According to the USA Equestrian Society, 63% of their riders are English, and 36% are western. We understand this breakdown might not extend beyond the competition market, so we have just used these figures for the competition market segment.

The US English Riding Competition market is \$17.83 billion. ($\$28.3 \times 63\%$)

The US Western Riding Competition market is \$10.12 billion. ($\$28.3 \times 36\%$)

EQUINE MARKET SIZE BY POTENTIAL CUSTOMERS

The US market size for the recreation and competition markets is seven million

The US market size for competitive riders is 3.6 million potential customers.

The US market size for recreational riders is 3.4 million potential customers.

Equine Industry- Western/English Breakdown

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To obtain the Western and English breakdown, we used the competition and recreation sectors.

According to the USA Equestrian Society, 63% of their riders are English, and 36% are western. We understand this breakdown might not extend beyond the competition market, so we have just used these figures for the competition market segment.

The US English Riding Competition market is potentially 2.45 million customers. (3.6 x 63%)

The US Western Riding Competition market is potentially 1.3 million customers. (3.6 x 36%)

GLOBAL EQUINE EQUIPMENT MARKET SIZE

The global equine equipment market is \$1.9 billion.

It is expected to grow at a CAGR of 4.3% through 2028. Online purchases are expected to grow at a CAGR of 4.7%.

Saddles make up 30% of this market.

Tier Three players control over 85% of the market.

Equine equipment is expected to outsell rider equipment due to the number of riding clubs and schools.

FACTORS AFFECTING THE MARKET/INSIGHTS

In the US, riding lesson numbers are rising.

Several associations have reported increases in memberships including The United States Equestrian Federation, The Professional Rodeo Cowboys Association, The American Quarter Horse Association, and The Therapeutic Riding Association.

Arabians have seen a 15% increase in small show entries

In a 2018 survey, 21% of respondents said business had improved over the previous year. This is a four percent increase over 2017.

Boarding, lessons, and training were listed as the top revenue earners.

International horse competitions like the Olympics and World Equestrian games and rising prestige have contributed to the increase in market.

Companies are beginning to partner with non-profit equestrian groups to promote their equipment at competitions.

POPULAR EQUINE BRANDS

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Ariat, Parlanti, Noble, and Dubarry were the equestrian brands mentioned the most times six different articles that mentioned "top" brands.

Research Strategy

We began our research by better understanding the differences between the two different riding styles. It was apparent that each style encompassed not only several types but also competitive and recreational riding.

Market research was readily found, but they primarily broke down the markets by competition and recreation, not by riding style. The USA Equestrian surveyed its members and revealed that 63% were English riders and 36% were western. We used this figure to triangulate the market where it made the most sense- competition. We didn't feel the number would be an accurate reflection of recreational riders.

To obtain the brands that were most popular we looked at lists that recommended the "top" brands. We were able to find six different lists and included the brands with multiple mentions. Ariat was the only brand mentioned in almost every article.

Part 02

Equestrian Market Psychographics

The average horse owner is 38-45 years old, female, and married. Horse owners tend to be impulse buyers. Horse owners spend an average of 22 hours a week with their horses. Equine publications are the primary source of information for the horse owner.

DEMOGRAPHICS

General Demographics

Thirteen million households have participated in trail riding, with 87% trail riding on public land.

There are 9.2 million commercial and recreational horses in the US.

Horse enthusiasts are found in 38 million homes in the US.

The majority of horse owners are recreational owners.

One out of 63 Americans are involved with horses in some way.

One out of three horses are registered as American Quarter Horses. Thoroughbreds make up 1.29 million registrations.

Pleasure and trail riding is the most frequently reported activity when horse riding, followed by dressage.

Areas

Texas, California, and Florida have the highest population of horses.

Oklahoma, Kentucky, Ohio, Missouri, North Carolina, Colorado, and Pennsylvania round out the top ten states for highest population of horses.

Rhode Island, Hawaii, and Delaware have the smallest population of horses.

More homeowners live in rural areas instead of urban areas. Communities with less than 20,000 people are the home to 57% of all horses. Cities with populations over 50,000 are home to 26% of horses.

Age/Education/Family

The average horse owner is 38-45 years old and female.

Thirty-eight percent of participants are under the age of 18.

Twenty-three percent of the US Equestrian Federation's membership is from junior members.

More horse owners are married than not married (52%)

The average horse owner has children between the age of 12-17.

58% are college graduates. Managerial and professional jobs make up 60% of horse owners.

Income

The largest group of horse owners, 45%, are from the middle class with an annual income of \$25,000-\$75,000.

Twenty-eight percent of horse owners make over \$100,000.

The average income of USA Equestrian members is at least \$134,500. This would be a good representation of competition horse segment salaries. Their members also have an average net worth of at least \$955,400, and a portfolio of \$460,000.

Horse owning families with incomes under \$50,000 make up 34% of the population.

85% have at least one credit card.

84% own their own residence.

Spending Habits

At least \$7,200 is spent on horse care. (72%- vet care, 72%- dewormers, 66%- grooming products, 63%- medicine, 61%- feed, 58%- vitamins and supplements, 56%- leather care, 52% boarding fees, 48%- brindles and strap goods, 46%- hoof treatments, 42% -insecticides, 30%- saddles).

The average number of horses owned is four with a net worth of \$50,300 (for USA Equestrian members).

77.1% indicate their horses are not insured.

Competition Horse Owners

They travel over 1,400 miles per year for competitions.

Nine nights per year are spent in a hotel.

92% own a vehicle. The average number of vehicles owned is three.

PSYCHOGRAPHICS

In an Equine Megamarket Study 1,000 horse owners were surveyed. The following was discovered:

They spend 22 hours a week with their horses.

They read equine publications. They spend five or more hours a week reading horse publications. This is their primary source of horse information.

They use the internet.

They are impulse buyers.

They tend to enjoy country music, hiking, outdoor activities, read, and own cats and dogs.

Two-thirds keep their horses at their home.

RESEARCH STRATEGY

Horse owners are a highly studied demographic, as they tend to be groups with disposable income. Considering that market research is conducted to reach the largest market, no information was available on the English/Western segments of horse owners. We did include information from USA Equine, which consists of mostly competition owners, as this the most representative of the demographic and psychographic. This information is noted in the findings. The rest of the information comes from organizations for horse owners. We made the assumption that if a horse owner was a member of an organization, they were either competitive or highly invested in their horse.

Equine Economic Impact – Horse Economic Impact

Equine Economic Impact – Horse Economic Impact
The Economic Impact of the Horse Industry in the United States
By: [American Horse Council Foundation](#), [Deloitte \(Firm\)](#)
Deloitte, 2005

The United States Horse Industry is a large and economically diverse industry that is a key contributor to the overall fabric of the U.S. economy. Horse owners and industry suppliers, racetracks and off-tracking betting operations, horse shows and other industry segments all generate discrete economic activity contributing to the vibrancy of the overall industry. The spending generated within the horse industry, and the subsequent spending between co-dependent industries contributes thousands of jobs and billions of dollars to the economy on an annual basis.

The significance of the industry is reflected in the following bullets:

- The horse industry contributes approximately \$39 billion in direct economic impacts to the U.S. economy on an annual basis.
- When considering indirect and induced spending, the horse industry annually generates approximately \$102 billion dollars for the U.S. economy.
- Of the total economic impacts reported, approximately \$26.1 billion is generated from the racing segment, \$28.8 billion from the showing segment, and \$32.0 for the recreational segment.
- Approximately 1.8 million people own horses, with another 2 million people involved as volunteers or through a family affiliation.
- The horse industry sustains approximately 1.4 million full-time equivalent jobs on an annual basis, with over 460,000 of those jobs created from the direct spending within the industry.
- There are approximately 9.2 million horses in the U.S. with approximately 3.9 million involved in recreation and another 2.7 million horses participating in horse shows.
- The median household income of those individuals and families owning horses is around \$X, with approximately 34% of the industry having a median household income

ATTACHMENT A

of less than \$50,000 and 28% of the horse owning population having an annual income of over \$100,000.

- The horse industry pays approximately \$1.9 billion in taxes on an annual basis to all levels of government.

This study was commissioned by the American Horse Council Foundation in June of 2004. This study was performed on behalf of a "Project Steering Committee" consisting of representatives from several other industry organizations including The American Quarter Horse Association, The U.S. Equestrian Foundation, The Jockey Club, and the National Thoroughbred Racing Association. The study was conducted by Deloitte LLP and completed in June 2005. Equine Economic Impact – Horse Economic Impact
The horse industry contributes approximately *\$39 billion* in direct economic impact to the U.S. economy, and supports *1.4 million* jobs on a full-time basis. When indirect and induced spending are included, the industry's economic impact reaches *\$102 billion*.

Some key industry statistics and economic indicators:

Estimated number of horses in the U.S.

9.2 million

Estimated number of horses in each of the 50 states

Texas (1 million), California (700,000) and Florida (500,000) are the leading horse states
45 of 50 states have at least 20,000 horses

Direct, indirect and induced economic impacts of the industry in U.S.

Contributions to the Gross Domestic Product (GDP)
\$102 billion via direct, indirect and induced spending
Number of Full-Time Equivalent (FTE) jobs produced
1.4 million

Estimated number of horses by activity

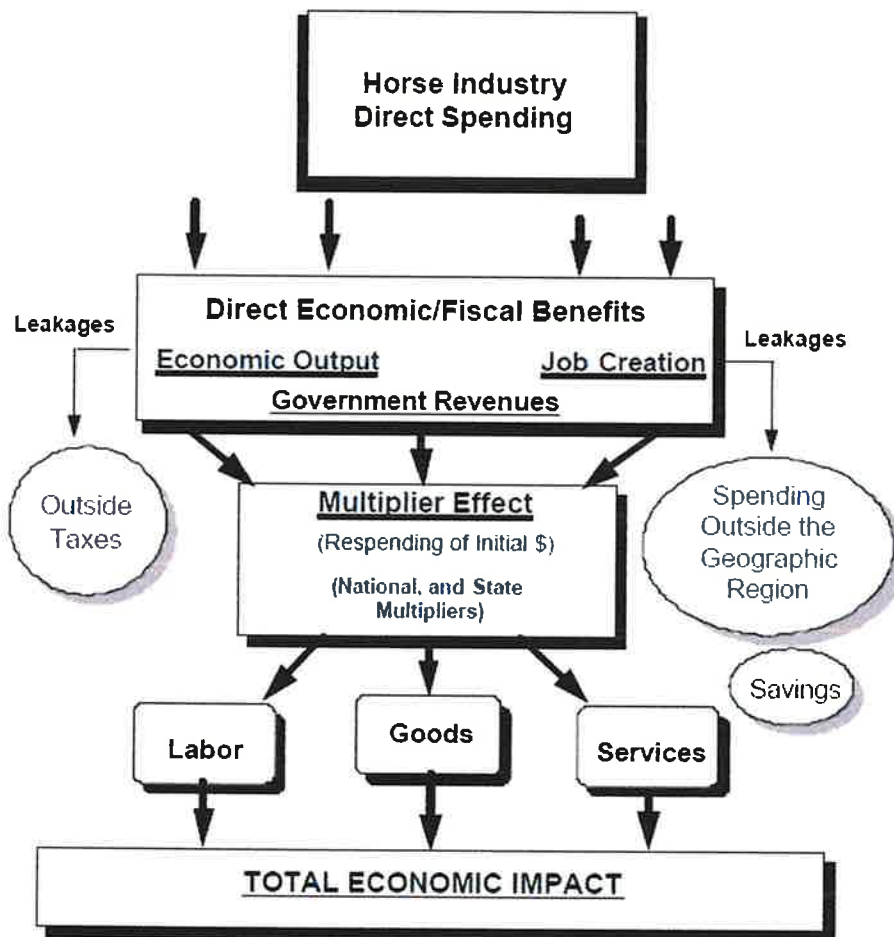
Recreation- 3,906,923
Showing- 2,718,954
Racing- 844,531
Other- 1,752, 439

Estimated number of horses by breed

Quarter Horse- 3,288,203
Thoroughbred- 1,291,807
Other- 4,642,739

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Overview of Economic Impact Approach



- "This study paints a portrait of an industry that operates in every corner of the country and contributes mightily to the American economy and culture," AHC president Jay Hickey said in a release. "Never before has the impact of our industry been so dramatically demonstrated."
- The study, which encompasses all breeds of horses, says there are about 9.2 million horses in the U.S. The recreational segment accounts for \$32 billion of the total economic impact, followed by the horse show segment at \$28.8 billion and the racing segment at \$26.1 billion.
- The largest single contribution to the gross domestic product comes from Thoroughbred racing at \$20.8 billion.
- In the racing sector alone, about 430,000 horses are involved in the breeding process, which has a direct impact of \$2.5 billion on the industry and total economic impact of almost \$6 billion.

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- The study also offers a comparison of revenue to expenses that supports a common belief in the horse industry. Total revenue from all segments is \$1.17 billion, while expenses come in at \$2.88 billion. Expenses therefore exceed revenue 240%.
- For racing alone, expenses exceed annual revenue by \$1.5 billion, the study says. For show horses, the figure is \$2 billion; for recreational horses, it's \$1.8 billion. The average is \$1.7 billion in expenses over revenue.
- "This per horse revenue and expenses analysis indicates that horse ownership is generally not undertaken as a profit-making operation," the study says.
- The study estimates that 4.7 million people participate in the horse industry, 1.8 million of them as owners. The industry provides about 700,000 jobs across all sectors.
- Fifteen breakout states account for more than 51% of the U.S. horse population. Texas has the most horses with 978,822, followed by California (698,345), Florida (500,124), Oklahoma (326,134), and Kentucky (320,173).
- In terms of total effect on the U.S. gross domestic product, California leads the way at \$6.97 billion a year, followed by Texas (\$5.23 billion), Florida (\$5.15 billion), Kentucky (\$3.54 billion), and Louisiana (\$2.45 billion).

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NEWS WEATHER

Tulsa, OK 80°



WATCH LIVE BY A-BEST ROOFING. NEWS ON 6 AT 4

HORSE SHOWS EARN ESTIMATED \$180-MILLION A YEAR FOR OKLAHOMA CITY

OKLAHOMA CITY (AP) _ More than 1,300 people and 2,000 horses are in Oklahoma City through Saturday for the American Quarter Horse Championship Show.

The show is the culmination of a year of efforts

Monday, November 15th 2004, 8:42 am

By: News On 6

OKLAHOMA CITY (AP) _ More than 1,300 people and 2,000 horses are in Oklahoma City through Saturday for the American Quarter Horse Championship Show.

The show is the culmination of a year of efforts to qualify for the chance to compete on the biggest stage in the sport.

The event is also one of about 30 a year at State Fair Park in Oklahoma City that officials say generate more than \$180-million a year for the area economy.

Next month, voters will decide whether to pass an increase in the city's hotel tax that would be earmarked for improvements at the State Fair Arena.

The proposal on the December 14th ballot would increase the tax from 2.5% to 5.5% and is expected to raise \$4.5-million annually. The bulk of the money would be for improvements to the barns and stalls at the fairgrounds.



Rodeos bring revenue to Edmond

By [Jennifer Thornton](#)
November 1, 2022

The Lazy E Arena is petitioning for new events to become the Youth Rodeo Capital of the World.



The Lazy E Arena hosts over 40 events a year, including rodeos, that support the Edmond economy.

(Photo: [Brent Fuchs](#))

The Lazy E Arena has brought spectators from around the world and has served the Edmond community since 1984. The Edmond City Council recently passed a one-time budget allocation to attract future events and secure the arena's spot as the number one destination for national youth rodeos, bringing even more significant financial boosts and support for the local economy.

Arena amenities

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The Lazy E Arena is nestled between Edmond and Guthrie and has the world's largest indoor multipurpose arena.

The "E" is different than big-city arenas surrounded by concrete, traffic, and noisy congestion. It has rolling hills, gorgeous stables, and safe play places for families and children, and it has stayed open through COVID. During that time, General Manager Dan Wall welcomed several new events relocating from other cities, including The Bob Feist Invitational Team Roping, National High School Finals Rodeo, All American Futurity Quarter Horse Sales, and a National AKC Dog Show.

"We showed them what they were missing from a rural setting, and participants loved it," said Dan. "We made them feel like a priority, and now they want to return."

Lazy E has attractive amenities, including open floor arena space at more than 160 feet by 440 feet, cattle holding pens for up to 1,200, nearly 7,500 seats, and 320 acres of paved and lighted parking.

Supporting Edmond businesses

Rodeo participants feel welcomed and benefit from a long-time partnership with Edmond. Lazy E works with Edmond hotels and restaurants to provide a home away from home for rodeo contestants and spectators.

"Rodeo guests stay for an average of 10 days and enjoy Edmond restaurants and shopping in between events," said Dianetta Ladson, sales manager of Home 2 Suites. "Lazy E rodeos helped Edmond hotels stay open during COVID."

Over the past 15 years, Lazy E events have generated significant economic impact for restaurants, retail businesses, attractions, hotels, and vacation rentals in the Edmond community.

The Edmond Economic Development Authority calculated that the top four events in 2022 at Lazy E Arena brought the following revenue:

- Lodging Tax = \$376,950
- State & Local Sales Tax = \$2,280,444
- Total Economic Impact = \$41,502,76

**FUTURE NEW ECONOMIC
IMPACT OF NATIONAL
JUNIOR HIGH AND
NATIONAL HIGH SCHOOL
FINALS RODEOS COMBINED**

58,496 Individuals
179,372 Visitor Days
\$307,883 in Lodging Tax
\$1,699,000 in State &
Local Sales Tax
\$27,095,000 Total
Economic Impact

ATTACHMENT A

**Information provided by the University of Nebraska & Grotta Marketing Research, LLC*

Sherri Banister, director of sales for Edmond Conference Center, said, "Edmond benefits from more than room nights. Along with rodeos comes events. The Lazy E Arena has attracted many significant receptions, trade shows, and annual meetings to the Edmond Conference Center."

It is Edmond's purest form of tourism because the facility is privately owned. Edmond gets to welcome guests from around the world and benefit from sales tax and lodging tax revenue.

These visitors often return for vacations, move their businesses to Edmond or decide to relocate once they see Edmond's quality schools and quality of life.

Expanding future for rodeos

The Lazy E Arena's vision for the future includes expanding youth rodeos, which draw a crowd. The National Little Britches Rodeo Association Finals have been held at the Lazy E for ten years. This seven-day event brings more than 1,400 participants—as well as parents, extended family, and friends—from across the country.

Lazy E is pursuing two additional extra-large youth rodeo events that will each be no less than ten days in length. These events, the National Junior High Finals Rodeo and the National High School Finals Rodeo, would sign on with a 10-year commitment.

In September 2022, a \$45,000 one-time allocation from Edmond City Council was reserved for The Lazy E Arena. The funds will be disbursed when Lazy E signs a contract with the National Junior High Finals Rodeo.

When this rodeo is secured, Lazy E feels confident the National High School Finals Rodeo will follow. Hosting this impressive trifecta of three national youth rodeos will cement the Lazy E Arena's status as the Youth Rodeo Capital of the World.



Horse Shows Has \$120 Million Impact - But With Growth Comes Challenges

By Beth Milligan | Dec. 23, 2021

An economic report released this month says the annual equestrian festival Traverse City Horse Shows has a \$120 million direct impact on the local tourism economy — a \$112 million increase since the last such study was completed just five years ago. Community and state leaders praise the event's robust positive impact, though the festival's rapid growth has also brought accompanying challenges with parking, traffic, noise, and other issues that Acme Township seeks to address.

Sport Management Research Institute (SMRI) completed [the new economic report](#) on behalf of Traverse City Horse Shows and Traverse City Tourism. In addition to growing

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from an estimated annual economic impact of \$8 million in 2017 to \$112 million this year, Traverse City Horse Shows attracted attendees from 46 states and 28 countries to Flintfields Horse Park this year, with participants staying in the area an average of 33 nights. That compares to an average attendee stay of 19 nights just five years ago. The event has grown from an initial four weeks of competition — which expanded to six weeks in 2017 — to 12 weeks of competition spread over a 16-week period, with many competitors choosing to remain in town for that entire four months, according to Managing Partner Matt Morrissey of Morrissey Management Group, which operates the event.

The report found that each participant group – with competitors often bringing family and support staff with them – included an average of 8.9 people. The average group spent \$6,577 a day on visitor-related expenses, roughly half going to lodging. The majority of Traverse City Horse Shows participants are college-educated women between the ages of 40 and 59, with one-third of attendees reporting a household income over \$500,000. More than a third (36.9 percent) of participants stay in a rented private residence for the event, while 29.4 percent stay in hotels/motels and 12.3 percent own or borrow a private residence while in town.

Traverse City Tourism President Trevor Tkach says the festival “has a profound, direct impact on the economy,” noting the event “adds local jobs and strengthens a year-round economy. Visitors are eating in our restaurants, staying in our hotels, and enjoying our attractions.” State Senator Wayne Schmidt (R-Traverse City) echoes those remarks. “The Traverse City Horse Shows have become an economic driver not just for Traverse City, but for northern Michigan,” he says. “For about a third of the participants, it was their first time attending the show. The event introduces attendees to our lakes, our beaches, our trails, and everything that makes this region spectacular.”

Morrissey says the pandemic ended up being a blessing in disguise for Traverse City Horse Shows and a significant contributor to the festival’s growth. While many equestrian events shut down in 2020, Traverse City Horse Shows was able to still hold its event without spectators, developing safety protocols that were later widely adopted by other equestrian sporting events. “We attracted a large group that normally wouldn’t come here (in 2020), and then through word of mouth about how great the show is and

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how great Traverse City and Acme are, more participants came this year despite other shows opening back up,” says Morrissey. He notes that after two years without spectators, Traverse City Horse Shows is expecting to reopen to spectators in 2022 barring any unforeseen developments.

The significant growth hasn't come without challenges. Acme Township began issuing citations to the event this year after determining organizers hadn't properly obtained permits for new construction and improvements at Flintfields Horse Park. Township planning commissioners expressed frustration over what they deemed a pattern of festival expansion followed by belated applications for approval. Traverse City Horse Shows is now in the process of obtaining special use permit (SUP) approval from Acme Township for additional planned improvements, with planning commissioners detailing a list of concerns they want addressed at a public hearing last week. Those include parking, traffic, noise, and buffering/landscaping/fencing concerns, as well as a request to have a clear color-coded map showing all existing site amenities/buildings and future planned improvements at Flintfields Horse Park.

Steven Fox, an attorney for a group of property owners in the vicinity of Flintfields, sent a memo to planning commissioners outlining neighborhood concerns. Those include a “tremendous amount of traffic on Bates Road and particularly at the corner of Bates and M-72,” horses running loose onto residential properties, cars parking along Bates Road, and properties on Arabian Lane subjected to “substantial disruptions” including noise, debris, “objectionable odors,” and “hundreds of tents and barbecues” lining the street in the summer. Fox requested that Traverse City Horse Shows be required to conduct a comprehensive traffic and parking study — something planning commissioners also said they wanted to see completed during the festival's summer peak — as well as solutions to “mitigate existing and future negative impact on the neighbors arising from the carnival atmosphere.”

Morrissey says Traverse City Horse Shows is “working diligently” to address neighbor and township concerns. He acknowledges he's “not a permit person,” noting that his expertise is planning equestrian events and that his company outsourced permitting to contractors. In addition to recently installing permanent pavilions and restrooms, Morrissey says upcoming improvements will include a campground expansion — likely

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to be ready for the 2023 season — and the addition of more riding rings. The event also owns 100 adjacent acres that could eventually be parceled out and sold to participants so they can have their own farms nearby, which Morrissey says would reduce the number of horses and people on-site at all times at the festival.

Event numbers provided to the township estimate the average number of weekly participants at Traverse City Horse Shows as 800 in June and September, 3,200 in August, and 4,500 in July. Approximately 400 horses are on-site in June and September, a figure that climbs to 1,500 in August and 1,700 in July. Township staff estimated the number of parking spaces needed per hour at the event — not including cars coming and going, spaces used for trailer parking, or others on site to practice or take care of horses — at 611 spaces; the event currently has 506 parking spaces available. In addition to providing an updated parking plan, Morrissey says his team has had “internal discussions” about how to address the Bates/M-72 traffic back-ups. “We’ll do a traffic study and figure out a solution for that intersection,” he says, noting it’s a challenging site because of a railroad being located close to the intersection, which limits improvement options.

Morrissey notes that July and August are now “at capacity” for the festival, so future event growth isn’t expected in those months. “There is room for growth in June and September, but we know what our capacity is and we won’t exceed that,” Morrissey says. There is also the potential for more year-round programming to come to the site; Morrissey says his team has had talks about “other events we could bring to the property” during the off season. But that would be in the future, with Traverse City Horse Shows focused now on resolving outstanding concerns with the township for its current event. “We want to work through these issues with Acme,” Morrissey says. “I think everyone is working toward the same end goal.”



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HORSE SHOWS ARE SERIOUS BUSINESS

11 NOV 15 | WILMINGTON, OH

Nearly three million horses compete in shows across the country, pumping billions of dollars into local economies.

The latest figures available from the American Horse Council estimate that horse shows account for an annual, direct economic impact of \$10.8 billion and an overall impact of \$28.7 billion. That's more than horse racing and other horse activity. Only recreational horse activities like trail and pleasure riding accounted for more revenue, according to the AHC study.

World Equestrian Center hosted dozens of events in 2015 drawing horses and riders from around the region, and 2016 is shaping up for another successful year.

In Ohio, nearly 82,000 people are horse owners, service providers or employees. The Ohio horse industry is responsible for almost 13,000 jobs, according to the AHC.



HORSE TAILS SWEEP IN CASH

Whether the show is an active one, like hunter/jumpers, or passive, like conformation, horses come with a long tail of affiliated industries.

Providing hay and bedding to all those horses is a constant task. Workers must clean stalls every day. Farriers keep horses' shoes and feet in order, and veterinarians keep them healthy.

Then there are the trainers and grooms and feed suppliers and others who make their living by providing for horses.



OUTSIDE THE ARENA

All those people who come into town for a show have to eat and sleep somewhere. Horse shows drive up business in the surrounding community.

Those who compete also benefit. Competition breeds confidence and courage. The relationship between horse and rider teaches the rider trust. Besides that, horse shows are a chance to meet new people and see new places while doing something you're passionate about.

[Contact us](#) for information about our shows and how to hold your next show in the biggest climate-controlled, enclosed arena in the United States at more than 100,000 square feet.

FUND: 10 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 241		CITY PLANNER				
244915	1 -4213	BECK ASSOCIATES ARCHITECTS,DOWNTOWN MASTER PLAN		9/2025	20240910 08-27	12,175.00
DEPARTMENT TOTAL:						12,175.00
DEPARTMENT: 522		GENERAL MAINTENANCE				
241685	1 -3302	LAMPTON WELDING SUPPLY CO IFY24-25 WLDNG CYLIND RENT		9/2025	0001138707 08-31	94.87
DEPARTMENT TOTAL:						94.87
FUND TOTAL:						12,269.87

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 867		106TH STREET				
242178	1 -3144	UNION PACIFIC RAILROAD COMPREIMB AGRMNT/106ST EXTEN		9/2025	90148760 08-15	6,381.06
					DEPARTMENT TOTAL:	6,381.06
					FUND TOTAL:	6,381.06

FUND: 33 - VISION SALES TAX

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 750		VISION SALES TAX				
243508	1 -3761	MARQUARDT ENGINEERING PLLC S. ELM ST PROJECT-SUPP FU		9/2025	47 08-31-25	8,716.25
DEPARTMENT TOTAL:						8,716.25
FUND TOTAL:						8,716.25
GRAND TOTAL:						27,367.18

G / L R E C A P

PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
9/2025	10	5-241-5252	PROFESSIONAL SERVICES	12,175.00	
9/2025	10	5-522-5250	CONTRACTUAL SERVICES	94.87	12,269.87
9/2025	27	5-867-5393	ROADS AND BRIDGES	6,381.06	6,381.06
9/2025	33	5-750-5393	ROADS AND BRIDGES	8,716.25	8,716.25
			GRAND TOTAL ESTIMATE:		0.00
			GRAND TOTAL ACTUAL:		27,367.18
			REPORT TOTAL:		27,367.18

FUND: 10 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 212						
251276	1 -3396	CITY CLERK BRANDON MACY	PERSONAL REIMBURSEMENT	9/2025	08-27 BOULDER COFF	15.79
DEPARTMENT TOTAL:						15.79
DEPARTMENT: 213						
251268	1 -3763	CITY TREASURER CRAWFORD & ASSOCIATES PC	FY 25 PREP ANNL FNCL STMT	9/2025	34365 08-15	1,912.33
DEPARTMENT TOTAL:						1,912.33
DEPARTMENT: 214						
250209	1 -1228	CITY ATTORNEY WEST PUBLISHING CORPORATION	HIGHQ SUBSCRIPTION	9/2025	852459703 09-01	869.00
DEPARTMENT TOTAL:						869.00
DEPARTMENT: 231						
251270	1 -3984	GENERAL GOVERNMENT THE PUBLIC FINANCE LAW GROU	FY 25 LEGAL SRVC TIF DIST	9/2025	07162025-03 07-16	1,583.65
251271	1 -3984	THE PUBLIC FINANCE LAW GROU	FY26 LEGAL SRVC TIF DIST	9/2025	08292025.02 08-29	12,046.00
DEPARTMENT TOTAL:						13,629.65
DEPARTMENT: 245						
251274	1 -3776	COMMUNITY DEVELOPMENT A & B ENGRAVING, INC DBA A&	CUSTOM SIGNS	9/2025	143700 07-09	424.00
251277	1 -4180	CLEARWATER POND MANAGEMENT,	POND MAINTENANCE	9/2025	10950 08-21	1,300.00
DEPARTMENT TOTAL:						1,724.00
DEPARTMENT: 311						
250665	1 -1228	UNIFORMED PATROL WEST PUBLISHING CORPORATION	INVESTIGATION SOFTWARE	9/2025	852449089 09-01	274.00
DEPARTMENT TOTAL:						274.00
DEPARTMENT: 521						
251272	1 -1542	STREET MAINTENANCE CINTAS CORPORATION	UNIFORM RENTAL	9/2025	4240741903A 08-20	30.30
251273	1 -1542	CINTAS CORPORATION	UNIFORM RENTAL	9/2025	4239991027A 08-13	30.32
251269	1 -2031	TEDFORD & ASSOCIATES LLC	AUTO INS PREMIUM 25-26	9/2025	1115304 08-21	839.00
251279	1 -2527	HOME DEPOT U.S.A., INC.	STREET MAINT SUPPLIES	9/2025	9514944 08-20	29.16
DEPARTMENT TOTAL:						928.78

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 561		PARKS & GROUNDS				
251272	1 -1542	CINTAS CORPORATION	UNIFORM RENTAL	9/2025	4240741903A 08-20	73.09
251273	1 -1542	CINTAS CORPORATION	UNIFORM RENTAL	9/2025	4239991027A 08-13	73.16
251280	1 -4119	WESTLAKE HARDWARE, INC	PARKS MAINT SUPPLIES	9/2025	18100783 06-30	33.28
251278	1 -4180	CLEARWATER POND MANAGEMENT,POND MAINTENANCE		9/2025	10951 08-21	1,300.00
					DEPARTMENT TOTAL:	1,479.53
					FUND TOTAL:	20,833.08

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 521		STREET MAINTENANCE				
251275	1 -1412	FENSCO, INC.	STREET IMPROVEMENTS	9/2025	67197 08-26	1,056.28
DEPARTMENT TOTAL:						1,056.28
FUND TOTAL:						1,056.28
GRAND TOTAL:						21,889.36

G / L R E C A P

PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
9/2025	10	5-212-5230	BUSINESS	15.79	
9/2025	10	5-213-5250	CONTRACTUAL SERVICES	1,912.33	
9/2025	10	5-214-5254	SUBSCRIPTIONS	869.00	
9/2025	10	5-231-5252	PROFESSIONAL SERVICES	13,629.65	
9/2025	10	5-245-5242	MATERIALS & SUPPLIES	424.00	
9/2025	10	5-245-5248	REPAIR & MAINTENANCE	1,300.00	
9/2025	10	5-311-5254	SUBSCRIPTIONS	274.00	
9/2025	10	5-521-5232	CLOTHING AND UNIFORMS	60.62	
9/2025	10	5-521-5242	MATERIALS AND SUPPLIES	29.16	
9/2025	10	5-521-5262	INSURANCE	839.00	
9/2025	10	5-561-5232	CLOTHING AND UNIFORMS	146.25	
9/2025	10	5-561-5242	MATERIALS AND SUPPLIES	33.28	
9/2025	10	5-561-5248	REPAIR AND MAINTENANCE	1,300.00	20,833.08
9/2025	30	5-521-5393	ROADS AND BRIDGES	1,056.28	1,056.28
			GRAND TOTAL ESTIMATE:	0.00	
			GRAND TOTAL ACTUAL:	21,889.36	
			REPORT TOTAL:	21,889.36	

FUND: 33 - VISION SALES TAX

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 750		VISION SALES TAX				
203272	1 -3144	UNION PACIFIC RAILROAD COMPENGINEERING SERVICES		9/2025	90138125 08-14-24	828.36
DEPARTMENT TOTAL:						828.36
FUND TOTAL:						828.36
GRAND TOTAL:						828.36

G / L R E C A P

PERIOD	G/L ACCOUNT	NAME	AMOUNT	TOTAL
9/2025	33 5-750-5393	ROADS AND BRIDGES	828.36	828.36
GRAND TOTAL ESTIMATE:				0.00
GRAND TOTAL ACTUAL:				828.36
REPORT TOTAL:				828.36

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 231		GENERAL GOVERNMENT				
245313	1 -3984	THE PUBLIC FINANCE LAW GROULEGAL SRVC TIF DISTRICTS		9/2025	07162025-03A 07-16	3,528.80
DEPARTMENT TOTAL:						3,528.80
FUND TOTAL:						3,528.80
GRAND TOTAL:						3,528.80

G / L R E C A P

PERIOD	G/L ACCOUNT	NAME	AMOUNT	TOTAL
9/2025	10 5-231-5252	PROFESSIONAL SERVICES	3,528.80	3,528.80
GRAND TOTAL ESTIMATE:				0.00
GRAND TOTAL ACTUAL:				3,528.80
REPORT TOTAL:				3,528.80

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE
DEPARTMENT: 311 250636	1 -4261	UNIFORMED PATROL CARDIO PARTNERS	AEDS FOR PD	8/2025	60013072
					DEPARTMENT
					FUND TOTAL
					GRAND TOTAL

PAID UNAPPROVED

G / L R E C A P

PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
8/2025	10	5-311-5242	MATERIALS AND SUPPLIES	24,760.00	24,760.00
GRAND TOTAL ESTIMATE:					0.00
GRAND TOTAL ACTUAL:					24,760.00
REPORT TOTAL:					24,760.00

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 214		CITY ATTORNEY				
250291	1 -4228	RELX INC.	LEGAL RESEARCH SUB	9/2025	3095965574 08-31	253.00
DEPARTMENT TOTAL:						253.00
DEPARTMENT: 311		UNIFORMED PATROL				
251258	1 -3312	WEX BANK-QUIKTRIP	107006243 08-31 FUEL	9/2025	107006243 08-31 FU	55.87
DEPARTMENT TOTAL:						55.87
FUND TOTAL:						308.87

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 321		CENTRAL DISPATCH				
250028	1 -1039	INCOG	E-911 ADMINSTRATIVE SERV	9/2025	E-002403 09-01	5,920.74
					DEPARTMENT TOTAL:	5,920.74
					FUND TOTAL:	5,920.74
					GRAND TOTAL:	6,229.61

G / L R E C A P

PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
9/2025	10	5-214-5254	SUBSCRIPTIONS	253.00	
9/2025	10	5-311-5238	VEHICLE FUEL	55.87	308.87
9/2025	16	5-321-5254	SUBSCRIPTIONS	5,920.74	5,920.74
GRAND TOTAL ESTIMATE:					0.00
GRAND TOTAL ACTUAL:					6,229.61
REPORT TOTAL:					6,229.61

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 245						
251286	1 -1701	COMMUNITY DEVELOPMENT PUBLIC SERVICE CO. OF OKL	SEPT 25 ELEC SERVICE	9/2025	95094298213 SEP 25	3,837.44
DEPARTMENT TOTAL:						3,837.44
DEPARTMENT: 311						
251286	1 -1701	UNIFORMED PATROL PUBLIC SERVICE CO. OF OKL	SEPT 25 ELEC SERVICE	9/2025	95471419218 SEP 25	942.82
DEPARTMENT TOTAL:						942.82
DEPARTMENT: 411						
251286	1 -1701	FIRE SUPPRESSION PUBLIC SERVICE CO. OF OKL	SEPT 25 ELEC SERVICE	9/2025	95483091716 SEP 25	3,153.59
DEPARTMENT TOTAL:						3,153.59
DEPARTMENT: 521						
251287	1 -1082	STREET MAINTENANCE PUBLIC SERVICE COMPANY OF	SEPT 25 ELEC SERVICE	9/2025	95013387303 SEP 25	10,407.63
DEPARTMENT TOTAL:						10,407.63
DEPARTMENT: 561						
251287	1 -1082	PARKS & GROUNDS PUBLIC SERVICE COMPANY OF	SEPT 25 ELEC SERVICE	9/2025	95116418005 SEP 25	653.52
DEPARTMENT TOTAL:						653.52
DEPARTMENT: 562						
251286	1 -1701	ANIMAL CONTROL PUBLIC SERVICE CO. OF OKL	SEPT 25 ELEC SERVICE	9/2025	95323119305 SEP 25	766.63
DEPARTMENT TOTAL:						766.63
FUND TOTAL:						19,761.63
GRAND TOTAL:						19,761.63

PAID UNAPPROVED

G / L R E C A P

PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
9/2025	10	5-245-5260	UTILITIES	3,837.44	
9/2025	10	5-311-5260	UTILITIES	942.82	
9/2025	10	5-411-5260	UTILITIES	3,153.59	
9/2025	10	5-521-5260	UTILITIES	10,407.63	
9/2025	10	5-561-5260	UTILITIES	653.52	
9/2025	10	5-562-5260	UTILITIES	766.63	19,761.63
GRAND TOTAL ESTIMATE:				0.00	
GRAND TOTAL ACTUAL:				19,761.63	
REPORT TOTAL:				19,761.63	

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 211						
250083	1 -1338	CITY MANAGER	COMPSOURCE MUTUAL INSURANCEWORKERS COMP PREM	9/2025	1023941555 09-01	26.04
DEPARTMENT TOTAL:						26.04
DEPARTMENT: 212						
250083	1 -1338	CITY CLERK	COMPSOURCE MUTUAL INSURANCEWORKERS COMP PREM	9/2025	1023941555 09-01	28.39
DEPARTMENT TOTAL:						28.39
DEPARTMENT: 213						
250083	1 -1338	CITY TREASURER	COMPSOURCE MUTUAL INSURANCEWORKERS COMP PREM	9/2025	1023941555 09-01	18.31
DEPARTMENT TOTAL:						18.31
DEPARTMENT: 214						
250083	1 -1338	CITY ATTORNEY	COMPSOURCE MUTUAL INSURANCEWORKERS COMP PREM	9/2025	1023941555 09-01	2.39
DEPARTMENT TOTAL:						2.39
DEPARTMENT: 216						
250083	1 -1338	PERSONNEL	COMPSOURCE MUTUAL INSURANCEWORKERS COMP PREM	9/2025	1023941555 09-01	19.32
250022	1 -2013	BENEFIT RESOURCES INC	25-26 FSA PARTICIPANT FEE	9/2025	18-35178 09-01	246.88
DEPARTMENT TOTAL:						266.20
DEPARTMENT: 218						
250083	1 -1338	ADMIN SUPPORT/RECORDS	COMPSOURCE MUTUAL INSURANCEWORKERS COMP PREM	9/2025	1023941555 09-01	8.32
DEPARTMENT TOTAL:						8.32
DEPARTMENT: 221						
250083	1 -1338	MUNICIPAL COURT	COMPSOURCE MUTUAL INSURANCEWORKERS COMP PREM	9/2025	1023941555 09-01	7.19
250053	1 -2586	A T & T MOBILITY	FY 25-26 AIRCARDS, IPADS	9/2025	287291914369 SEP25	61.84
DEPARTMENT TOTAL:						69.03

PAID UNAPPROVED

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 231 GENERAL GOVERNMENT						
250053	1 -2586	A T & T MOBILITY	FY 25-26 AIRCARDS, IPADS	9/2025	287291914369 SEP25	200.20
250550	1 -3433	ETHERFLOW	CH/AQ BITWARDEN USER	9/2025	1622 09-01	51.34
250551	1 -3433	ETHERFLOW	CLOUD BACKUP SERVICE	9/2025	1621 09-01	1,037.50
250552	1 -3433	ETHERFLOW	DNS FILTER MONTHLY	9/2025	1624 09-01	123.75
DEPARTMENT TOTAL:						1,412.79
DEPARTMENT: 245 COMMUNITY DEVELOPMENT						
250011	1 -1073	OKLAHOMA NATURAL GAS	25-26 GAS SERVICE	9/2025	113503945 SEP 25	438.27
250018	1 -2101	AMERICAN WASTE CONTROL INC	25-26 TRASH SERVICE	9/2025	0007530812 09-01	322.70
DEPARTMENT TOTAL:						760.97
DEPARTMENT: 311 UNIFORMED PATROL						
250083	1 -1338	COMPSOURCE MUTUAL INSURANCEWORKERS COMP PREM		9/2025	1023941555 09-01	6,981.77
250053	1 -2586	A T & T MOBILITY	FY 25-26 AIRCARDS, IPADS	9/2025	287291914369 SEP25	40.04
250082	1 -2586	A T & T MOBILITY	FY 25-26 PD/ANIMAL CONTRO	9/2025	287343065373 SEP25	1,542.45
DEPARTMENT TOTAL:						8,564.26
DEPARTMENT: 315 POLICE RESERVE						
250083	1 -1338	COMPSOURCE MUTUAL INSURANCEWORKERS COMP PREM		9/2025	1023941555 09-01	413.28
DEPARTMENT TOTAL:						413.28
DEPARTMENT: 321 CENTRAL DISPATCH						
250083	1 -1338	COMPSOURCE MUTUAL INSURANCEWORKERS COMP PREM		9/2025	1023941555 09-01	42.10
DEPARTMENT TOTAL:						42.10
DEPARTMENT: 331 CODE ENFORCEMENT						
250083	1 -1338	COMPSOURCE MUTUAL INSURANCEWORKERS COMP PREM		9/2025	1023941555 09-01	6.17
DEPARTMENT TOTAL:						6.17

PAID UNAPPROVED

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 411						
250011	1 -1073	FIRE SUPPRESSION	OKLAHOMA NATURAL GAS 25-26 GAS SERVICE	9/2025	109782864 SEP 25	244.74
250083	1 -1338	COMPSOURCE MUTUAL INSURANCEWORKERS COMP PREM		9/2025	1023941555 09-01	7,721.89
250012	1 -1450	EMERGENCY MEDICAL SERVICE AQRTLY SUBSIDY FY 25-26		9/2025	2026-1 08-29	71,615.34
250018	1 -2101	AMERICAN WASTE CONTROL INC 25-26 TRASH SERVICE		9/2025	0007539641 09-01	257.95
250053	1 -2586	A T & T MOBILITY	FY 25-26 AIRCARDS, IPADS	9/2025	287291914369 SEP25	480.48
DEPARTMENT TOTAL:						80,320.40
DEPARTMENT: 512						
250083	1 -1338	PROTECTIVE INSPECTIONS	COMPSOURCE MUTUAL INSURANCEWORKERS COMP PREM	9/2025	1023941555 09-01	238.14
250053	1 -2586	A T & T MOBILITY	FY 25-26 AIRCARDS, IPADS	9/2025	287291914369 SEP25	120.12
DEPARTMENT TOTAL:						358.26
DEPARTMENT: 521						
250083	1 -1338	STREET MAINTENANCE	COMPSOURCE MUTUAL INSURANCEWORKERS COMP PREM	9/2025	1023941555 09-01	464.00
250010	1 -2027	O G & E ELECTRIC SERVICES	ELECTRIC SERVICE 25-26	9/2025	128515769-7 SEP 25	52.40
DEPARTMENT TOTAL:						516.40
DEPARTMENT: 561						
250083	1 -1338	PARKS & GROUNDS	COMPSOURCE MUTUAL INSURANCEWORKERS COMP PREM	9/2025	1023941555 09-01	483.77
250053	1 -2586	A T & T MOBILITY	FY 25-26 AIRCARDS, IPADS	9/2025	287291914369 SEP25	240.24
250038	1 -4152	BTC BROADBAND	INTERNET SERVICE	9/2025	999-001-4231 09-25	930.00
DEPARTMENT TOTAL:						1,654.01
DEPARTMENT: 562						
250011	1 -1073	ANIMAL CONTROL	OKLAHOMA NATURAL GAS 25-26 GAS SERVICE	9/2025	251827736 SEP 25	46.18
250083	1 -1338	COMPSOURCE MUTUAL INSURANCEWORKERS COMP PREM		9/2025	1023941555 09-01	48.64
250082	1 -2586	A T & T MOBILITY	FY 25-26 PD/ANIMAL CONTRO	9/2025	287343065373 SEP25	80.08
DEPARTMENT TOTAL:						174.90
FUND TOTAL:						94,642.22

PAID UNAPPROVED

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 411		FIRE SUPPRESSION				
251300	1 -1685	BANK OF OKLAHOMA	09-25 JENKSPWAPROMNT24	9/2025	09-25 JENKSPWAPROM	22,916.67
DEPARTMENT TOTAL:						22,916.67
FUND TOTAL:						22,916.67
GRAND TOTAL:						117,558.89

G / L R E C A P

PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
9/2025	10	5-211-5121	WORKERS' COMPENSATION	26.04	
9/2025	10	5-212-5121	WORKERS' COMPENSATION	28.39	
9/2025	10	5-213-5121	WORKERS' COMPENSATION	18.31	
9/2025	10	5-214-5121	WORKERS' COMPENSATION	2.39	
9/2025	10	5-216-5121	WORKERS' COMPENSATION	19.32	
9/2025	10	5-216-5252	PROFESSIONAL SERVICES	246.88	
9/2025	10	5-218-5121	WORKERS COMPENSATION	8.32	
9/2025	10	5-221-5121	WORKERS' COMPENSATION	7.19	
9/2025	10	5-221-5258	COMMUNICATIONS	61.84	
9/2025	10	5-231-5250	CONTRACTUAL SERVICES	1,037.50	
9/2025	10	5-231-5254	SUBSCRIPTIONS	51.34	
9/2025	10	5-231-5258	COMMUNICATIONS	323.95	
9/2025	10	5-245-5250	CONTRACTUAL SERVICES	322.70	
9/2025	10	5-245-5260	UTILITIES	438.27	
9/2025	10	5-311-5121	WORKERS' COMPENSATION	6,981.77	
9/2025	10	5-311-5258	COMMUNICATIONS	1,582.49	
9/2025	10	5-315-5121	WORKERS COMPENSATION	413.28	
9/2025	10	5-321-5121	WORKERS' COMPENSATION	42.10	
9/2025	10	5-331-5121	WORKERS' COMPENSATION	6.17	
9/2025	10	5-411-5121	WORKERS' COMPENSATION	7,721.89	
9/2025	10	5-411-5250	CONTRACTUAL SERVICES	71,873.29	
9/2025	10	5-411-5258	COMMUNICATIONS	480.48	
9/2025	10	5-411-5260	UTILITIES	244.74	
9/2025	10	5-512-5121	WORKERS' COMPENSATION	238.14	
9/2025	10	5-512-5258	COMMUNICATIONS	120.12	
9/2025	10	5-521-5121	WORKERS' COMPENSATION	464.00	
9/2025	10	5-521-5260	UTILITIES	52.40	
9/2025	10	5-561-5121	WORKERS' COMPENSATION	483.77	
9/2025	10	5-561-5258	COMMUNICATIONS	1,170.24	
9/2025	10	5-562-5121	WORKERS' COMPENSATION	48.64	
9/2025	10	5-562-5258	COMMUNICATIONS	80.08	
9/2025	10	5-562-5260	UTILITIES	46.18	94,642.22
9/2025	14	5-411-5392	BUILDING AND IMPROVEMENTS	22,916.67	22,916.67
			GRAND TOTAL ESTIMATE:		0.00
			GRAND TOTAL ACTUAL:		117,558.89
			REPORT TOTAL:		117,558.89

PAID UNAPPROVED

GENERAL FUND ENCUMBRANCES AND EXPENDITURES

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

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

EMPLOYEE PAID PAYROLL BENEFITS INCLUDED IN PAYROLL

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

ADDITIONAL EMPLOYER PAID PAYROLL BENEFITS

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

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

GENERAL FUND ENCUMBRANCES AND EXPENDITURES

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

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

EMPLOYEE PAID PAYROLL BENEFITS INCLUDED IN PAYROLL

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

ADDITIONAL EMPLOYER PAID PAYROLL BENEFITS

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

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

City of Jenks
Fund 10
Financial Position
As of 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:			
Sales Tax Collections	\$ 2,756,712.12	\$ 14,116,302.00	\$ 1,904,693.12
Use Tax Collections	545,144.00	3,606,572.00	541,779.91
Other Licenses & Permits	656.50	10,000.00	1,615.00
Electrical Licenses	3,000.00	10,500.00	4,700.00
Plumbing Licenses	2,700.00	10,850.00	6,000.00
Mechanical Licenses	3,250.00	10,250.00	5,325.00
Beverage Licenses	6,595.00	41,500.00	13,375.00
Solicitors Licenses	-	2,000.00	100.00
Sign Permits	308.15	2,000.00	2,447.00
Electrical Permits	4,973.66	26,500.00	4,725.00
Plumbing Permits	2,257.76	31,000.00	5,100.00
Mechanical Permits	4,298.66	27,500.00	5,700.00
Building Permits	14,795.96	200,000.00	16,724.13
Fire Permits	10,398.66	15,000.00	5,750.00
Solid Waste Revenue	10,008.91	58,000.00	4,783.78
Fireworks Permits	6,620.00	7,000.00	8,070.00
Inspection/Reinspection Fees	950.00	7,000.00	800.50
Engineering Fees	4,650.00	25,000.00	3,400.00
Building Permits Admin Fee	116.08	1,000.00	276.50
Zoning Applications	2,250.00	15,000.00	1,480.00
Alcoholic Beverage Tax	14,115.66	80,000.00	14,634.61
Franchise Fees	216,488.57	1,350,000.00	230,275.86
Rental Income	2,318.25	14,900.00	66.83
McDonald's Rental Income	4,461.51	53,000.00	13,320.00
Assessment Letter	50.00	1,000.00	100.00
Miscellaneous Revenue	76,912.64	110,000.00	77,784.16
Municipal Court Fine	47,581.28	165,000.00	33,059.48
Miscellaneous Zoning Fees	6,520.00	40,000.00	8,055.00
SAFER Grant	377,406.15	421,696.00	-
Gross Receipts	16,857.90	205,000.00	20,425.22
Community Room Rental	160.00	1,000.00	180.00
Auction Sales	12,720.00	10,000.00	-
Interest	10,343.89	45,000.00	9,308.60
Interest on Investment	5,681.23	25,000.00	2,451.19
Total Gross Revenues:	\$ 4,171,302.54	\$ 20,744,570.00	\$ 2,946,505.89

Expenditures:			
City Manager	\$ 40,360.53	\$ 332,450.00	\$ 45,746.35
City Clerk	50,940.65	342,000.00	32,869.92
City Treasurer	32,699.02	254,700.00	33,404.12
City Attorney	19,119.32	97,600.00	18,099.71
Personnel	38,525.97	246,900.00	24,093.35
Admin Support / Records	18,374.34	101,100.00	12,909.61
Municipal Court	38,744.24	125,200.00	39,503.81
General Government	140,704.65	244,000.00	113,961.31
City Planner	8,900.63	114,350.00	2,871.44
Community Development	78,730.48	135,500.00	77,034.36
Uniformed Patrol	802,285.19	3,938,090.00	668,556.60
Police Reserves	29,995.41	284,400.00	38,695.60
Central Dispatch	78,154.15	679,425.00	80,395.79
Code Enforcement	11,128.69	98,700.00	10,603.02
Fire Suppression	1,048,367.38	4,203,113.00	996,523.81
Fire Volunteers	4,437.00	77,500.00	4,447.59
Protective Inspections	48,188.84	333,800.00	45,596.66
Street Maintenance	163,317.95	674,273.00	216,662.26
General Maintenance	12,729.26	32,500.00	2,238.08
Parks & Grounds	262,596.77	1,001,400.00	359,163.19
Animal Control	33,279.79	205,740.00	23,956.15
Total Operating Expenditures:	\$ 2,961,580.26	\$ 13,522,741.00	\$ 2,847,332.73
Capital Expenditures:			
Fire Volunteers	\$ -	\$ 35,000.00	\$ -
Small Capital Projects	-	-	-
Total Capital Expenditures:	\$ -	\$ 35,000.00	\$ -
Excess (deficiency) of Revenues over Expenditures:	\$ 1,209,722.28	\$ 7,186,829.00	\$ 99,173.16
Transfers (In/Out)			
Transfers In	1,860,200.62	\$ 10,725,067.00	\$ 1,378,294.65
Transfers Out	(3,301,856.12)	(18,878,774.00)	(2,446,473.03)
Total Transfers:	\$ (1,441,655.50)	\$ (8,153,707.00)	\$ (1,068,178.38)
Net Change in Fund Balance:	\$ (231,933.22)	\$ (966,878.00)	\$ (969,005.22)

Prepared by Matthew Johnson 09/10/2025

Jenks | City Council Staff Report



To	Mayor Cory Box, Vice-Mayor John Brown and City Council Christopher Shrout, City Manager
Hearing Date	September 16, 2025
Case Number	Plat 25-17 W K PL
Request	<i>Review and approval of Preliminary/Final Plat</i>
Location	Northwest Corner of West "K" Street and North Birch Avenue

Staff Report

Preparer | Marcaé Hilton

Attachments

- ☐ Legal Notice
- ☐ Plat Documents

Preparer

INCOG
Select Design, Ryan McCarty

Background Information

STAFF COMMENTARY

Platting

PC COMMENTARY | September 4, 2025 | Approved as preliminary/final | Plats are on consent agenda.

Zoning

CC COMMENTARY | November 10, 2020 | Approved with the condition of platting.

PC COMMENTARY | November 05, 2020 | Approved | A public hearing on said zone change was held by the Jenks Planning Commission at the regularly scheduled meeting.

In 2020, the applicant was approved to expand the number of buildings for Office/Warehouse uses on their current Industrial Light zoned lot. The applicant submitted a Planned Unit Development in order to get relief from the building setback distance to the Residential zoning on the 1.25-acre tract. Additionally, the Future Land Use Map was amended as Industrial. The Horizon Jenks Comprehensive plan was approved recommending this parcel as Multi-family. The general area currently has Industrial, Multi-family and Civic uses surrounded by Single-family residential.

REQUESTS

Plat	Approval of Preliminary and Final Plat One (1) Lot, One (1) Block 1.25 Acres, 54,601.85 sq. ft.
Permitted Uses	Office and Warehouse (Use Units: 1, 10, 11, 15, 22, 24)
Excluded Uses	Use Units: 4, 16, 17, 21

Comprehensive Plan	Light Industrial (Horizon Jenks)
Zoning	IL Industrial Light (PUD-123 Overlay)
PUD 123	Setbacks ○ Residential District 15 ft ○ South 25 ft ○ East 20 ft Screening 25 American Holly trees, HVAC, Trash Building Materials Masonry wainscot, 26 inches minimum. Parking Shared Parking Drainage COJ Engineering Emergency Services 20 ft wide fire apparatus road
Public Comment	Staff has received no comments at the time of the staff report.
Ward 1	Vice Mayor, John Brown
Current Project Data	
Accounts	98318831824110, 98318831824010 To be tied through platting.
Owner	ACACIA PROPERTIES LLC
Zoning	North/West RM-2 Multi-family Summit Apartments East RS-3 Residential Single-family Unplatted South RS-3 & PUD 17 Residential Single-family Courtyards of Jenks

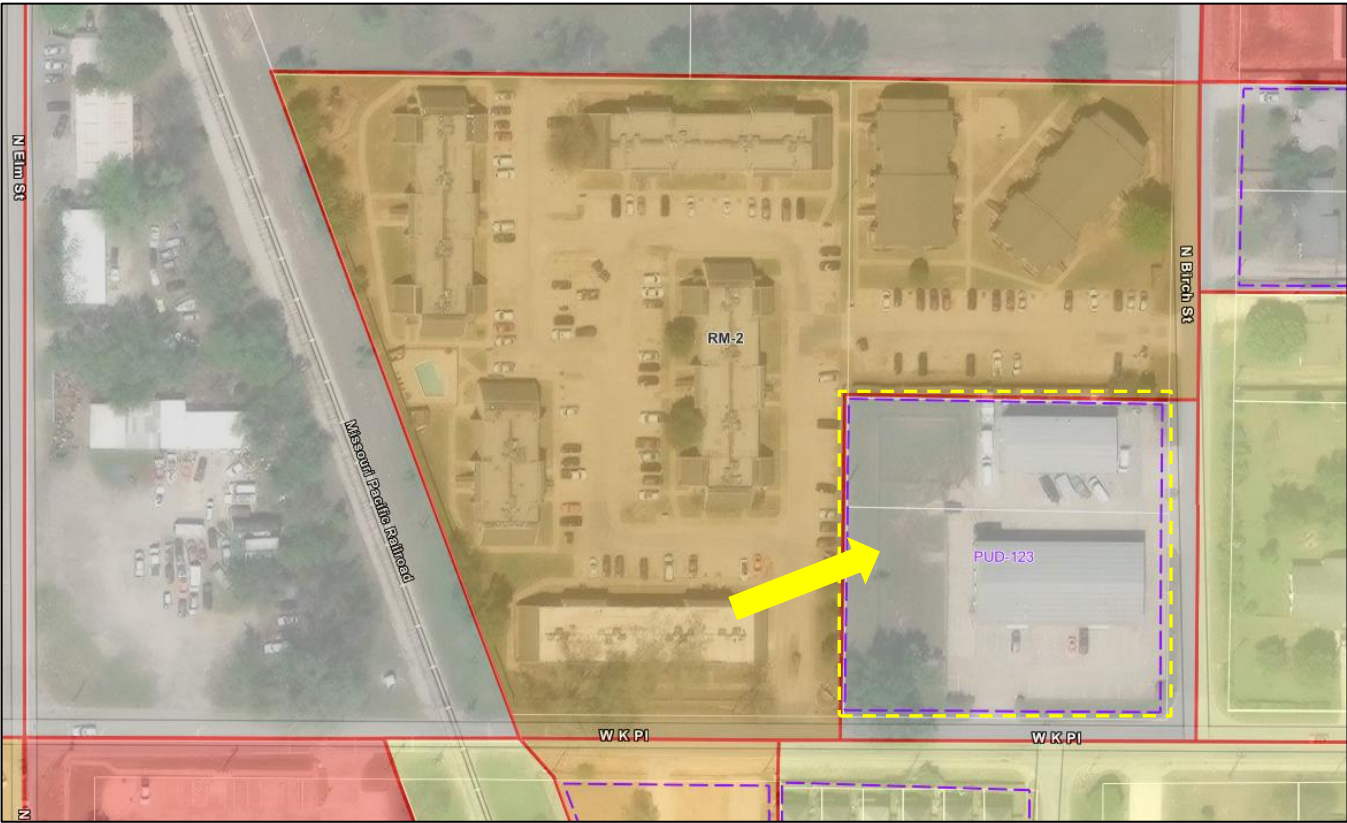


Figure 1: Zoning Map | INCOG

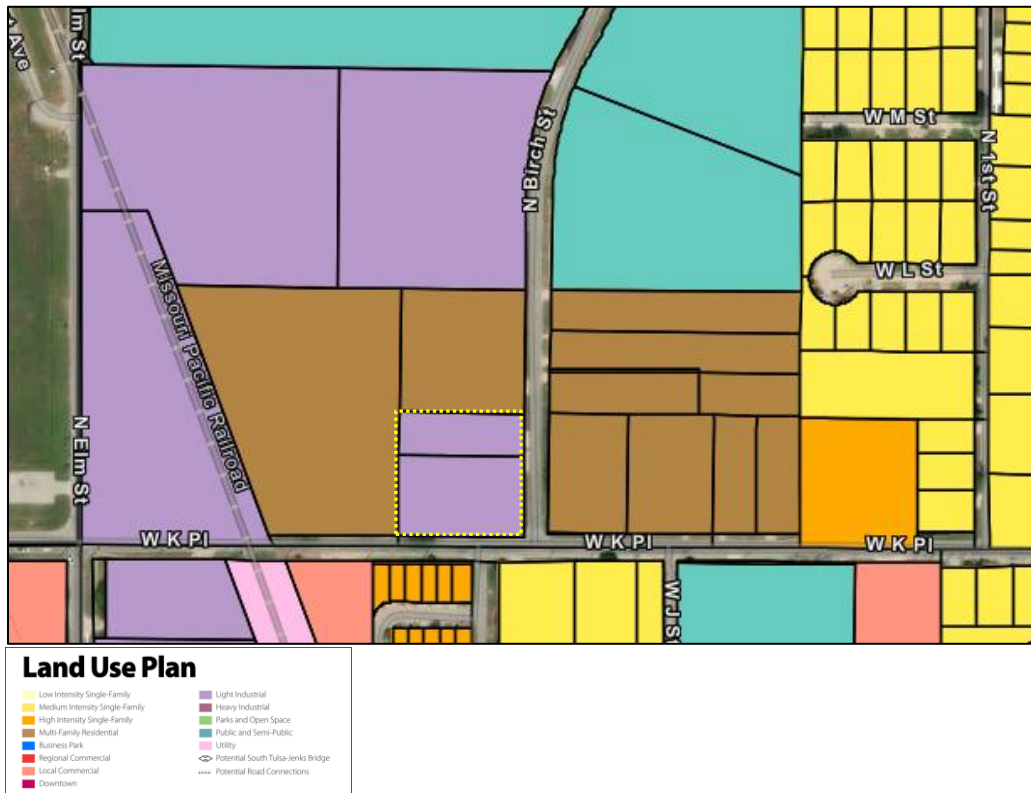


Figure 2: Horizon Jenks Comp Plan

Staff Evaluation & Recommendation

Evaluation | This application is a request to grant approval of a preliminary/final plat in order to proceed with the approved (PUD 123) office warehouse development. Platting is required via Code; as always, drainage will meet all the Federal, State and Local requirements.

The owner is operating an existing City of Jenks business with little impact on the surrounding neighbors; it is believed the expansion of the approved uses will not create any additional negative impact. The applicant has agreed to additional landscaping, a masonry wainscot and spending personal dollars on the overall visual improvement of the lots. The City of Jenks is not responsible for providing all the applicable UDO language for each project. The applicant and/or the owner is responsible for full compliance with City Standards/Codes.

TAC: August 18, 2025 | No Comments.

- (5) **Preliminary Plat.** The purpose of the preliminary plat application is to provide the City with an overall plan for the proposed development.
 - (a) **Preliminary Plat Review Requirements.** The preliminary plat shall show or be accompanied by the following:
 - ☐ The name and address of the owner or owners of the land to be subdivided, the name and address of the subdivider if other than the owner and the name and address of the land surveyor,
 - ☐ The date of preparation of the plat, north arrow, and scale (written and graphic presentation),
 - ☐ Key or location map showing location of subdivisions within the mile section,
 - ☐ An accurate legal description of the property,

- The location and dimensions of all boundary lines of the proposed subdivision to the nearest one-hundredth foot,
 - The names of all adjacent subdivisions and the names, locations and widths of all existing and proposed streets, easements, drainage ways and other public ways, adjacent to the property,
 - The locations and widths of easements of all oil, gas and petroleum products pipelines and of existing utilities on or adjacent to the property,
 - The location and description of all existing structures, water bodies and watercourses,
 - The areas subject to flooding based upon the regulatory flood plain boundary,
 - The names, locations and widths of all proposed streets, confirm types of streets and compliance with section 16-8-8,
 - The location and dimension of all proposed streets, drainage ways, pedestrian ways, bike paths, parks, playgrounds, public ways, or other public or private reservations,
 - All proposed lots progressively numbered and building setback lines,
 - Blocks progressively numbered,
 - A topographic map of the subdivided area with contour lines having two-foot contour intervals based on United States Coastal and Geodetic Survey datum,
 - Any other information as may be deemed by the Planning Commission as reasonably necessary for the full and proper consideration of the proposed subdivision,
 - **Conforms to Subdivision Regulations for design and layout,**
 - Connects with current and anticipated future abutting development(s),
 - Lot dimensions and shapes facilitate private use and infrastructure placement,
 - Takes advantage of existing environmental features of the property,
 - Underground Mines. The subdivider shall locate mines under a proposed subdivision and designate the location of the same on the subdivision plat. The location of the mines shall be based upon information and/or techniques which have been approved in advance by the City Engineer which are reasonably calculated to accurately locate mines and their depths.
- (i) The City Engineer may recommend that the City Council prohibit the erection of structures over the mine locations if the mines cannot be collapsed and the material compacted to City Engineer specifications or if, because of the shallow depth of the mine or its size, the mine would have the potential for cave-in. Appropriate building setbacks may be required upon the lots. The City Engineer may require other conditions to be met by the subdivider, based upon the location of the mines and any subsurface investigation reports, which would assist in preventing cave-ins under areas upon which structures may be erected.
- (ii) The City Engineer may require that any streets or utility easements which may be dedicated to the City of Jenks or the public, either not be located over mines, or the mines collapsed and compacted to City Engineer Specifications, or additional bonding requirements imposed upon the subdivider to repair or reroute streets or utility easements in the event of cave-ins under the same.
- (iii) All mine entrances shall be sealed and closed to the specifications of the City Engineer.
- (b) Additional Engineering Review Items:
- Are all lots serviced with public street access? **Yes**
 - Are off-site access requirements and/or Limits of Access (LA/LNA) shown for driveways and streets onto an arterial street?
 - Is there conformity to INCOG's published Major Street and Highway Plan, including street names and connections to existing and/or future street?
 - Are all lots serviced with water and are adequate easements dedicated for water? **Yes**
 - Are all lots serviced with sanitary sewer and are adequate easements dedicated for sanitary sewer? **Yes**
 - Is the detention area identified as a separate area within the plat? It may consist of one or more platted lots, a separate block, or it may be identified as a reserve area. **Yes**
 - Does the plat provide an accessway at least 20 feet wide to the required detention area? Access may be provided by frontage on a dedicated public street to the detention area. **Yes**

- If the detention facility is approved by the City to serve areas outside the subdivision in which it is located, have the additional areas been specifically identified in the dedication? **Engineering**
- Does the ownership and maintenance responsibility for detention facility remain with the private sector if the facility is an integral usable part of the development? In all other cases, the detention facility will be dedicated to the public and the public will be responsible for the maintenance thereof. In the event the detention facility, as a result of drainageway improvements, becomes unnecessary, the facility by action of the City of Jenks shall revert to the person firm or corporation making such dedication or his heirs, successor or assignees.
- (c) *Recommendation by the Planning Commission. The Planning Commission shall evaluate the proposed Major Subdivision preliminary plat, and after consideration of the City Planner report, make a recommendation to the City Council to approve, approve with modifications, or deny the Major Subdivision preliminary plat based on the applicable review criteria. The Planning Commission shall transmit a report containing its recommendation to approve, approve with modifications, or deny the Major Subdivision preliminary plat to the City Council.*
- (d) *Action by City Council. The City Council shall evaluate the proposed Major Subdivision preliminary plat, and after consideration of the Planning Commission's recommendation, the City Planner report, and the applicable review criteria, may approve, approve with modifications, or deny the Major Subdivision preliminary plat in accordance with applicable state law.*

RECOMMENDATION | Staff, Planning Commission, and TAC recommend conditional approval:

1. Provide the proper PUD paperwork for filing as an addendum along with the Plat.
2. Full ROW dedication is required.

PLAT Comments:

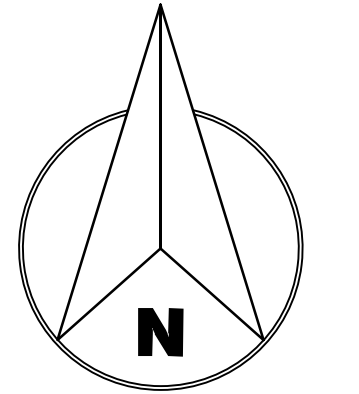
3. Address outstanding TAC comments, none at this time.
4. Provide addresses to face of plat.
5. Review Subdivision Regulations for compliance.
6. A property owners association is required.

ACACIA PROPERTIES, LLC
9010 S FULTON AVE
TULSA, OKLAHOMA 74137
PHONE: (918) 740-3908
MR. JAMES HORAN

FRITZ LAND SURVEYING, LLC
524 EAST MAIN STREET
JENKS, OKLAHOMA 74037
PHONE: (918) 528-5121
EMAIL: fritzlandsurveying@gmail.com
C.A. # 5848 EXPIRES: 6-30-2026

ENGINEERED BY DESIGN, PLLC
10700 MYERS LANE
CHOCTAW, OKLAHOMA 73020
PHONE: (405) 234-0980
EMAIL: ahale@engineeredbydesign.pro
C.A. # 7655 EXPIRES 6-30-2026

West K Place

[illegible]

DEPUTY _____

B/L.....	BUILDING SETBACK LINE
L.N.A.....	LIMITS OF NO ACCESS
OD/E.....	OVERLAND DRAINAGE EASEMENT
ROW.....	RIGHT OF WAY
SF.....	SQUARE FEET
U/E.....	UTILITY EASEMENT
F/E.....	FENCE & LANDSCAPE EASEMENT
T.B.D	STREET ADDRESSES

CITY MANAGER - CITY CLERK

COUNTY TREASURER STAMP

DATE PREPARED: August 1, 2025

WEST K PLACE
DEED OF DEDICATION & RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

ACACIA PROPERTIES LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, HEREINAFTER REFERRED TO AS THE "OWNER/DEVELOPER" IS THE OWNER OF THE FOLLOWING DESCRIBED LAND IN THE CITY OF JENKS, TULSA COUNTY, STATE OF OKLAHOMA:

A TRACT OF LAND IN THE SOUTHWEST QUARTER (SW¼) OF SECTION EIGHTEEN (18), TOWNSHIP EIGHTEEN (18) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF JENKS, TULSA COUNTY, STATE OF OKLAHOMA.

COMMENCING AT THE SOUTHWEST CORNER OF THE SW¼ OF SECTION EIGHTEEN (18), TOWNSHIP EIGHTEEN (18) NORTH, RANGE THIRTEEN (13) EAST, THENCE S 89°36'28" E ALONG THE SOUTH LINE OF SAID SW¼ A DISTANCE OF 607.12 FEET; THENCE N 00°01'40" E A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N 00°01'40" E A DISTANCE OF 232.65 FEET; THENCE S 89°36'28" E A DISTANCE OF 234.70 FEET; THENCE S 00°01'40" W A DISTANCE OF 232.65 FEET; THENCE N 89°36'28" W A DISTANCE OF 234.70 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 54,601.85 SQ. FEET OR 1.25 ACRES.

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

THE OWNER/DEVELOPER HAS CAUSED THE SUBDIVISION PARCEL TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO ONE (1) LOT AND ONE (1) BLOCK, IN CONFORMITY WITH THE ACCOMPANYING PLAT, AND HAS DESIGNATED THE SUBDIVISION AS 'WEST K PLACE', A SUBDIVISION IN THE CITY OF JENKS, TULSA COUNTY, STATE OF OKLAHOMA.

SECTION I. EASEMENTS AND UTILITIES

A. UTILITY EASEMENTS

THE OWNER/DEVELOPER DOES HEREBY DEDICATE FOR PUBLIC USE THE UTILITY EASEMENTS AS DEPICTED ON THE ACCOMPANYING PLAT AS "U/E" OR "UTILITY EASEMENT"; FOR OWNER/DEVELOPER AND ALL UTILITY SERVICES WITH FRANCHISE RIGHTS WITHIN CITY OF JENKS FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REPLACING AND/OR REMOVING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM SEWERS, TELEPHONE AND COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, WATER LINES AND CABLE TELEVISION LINES, TOGETHER WITH ALL FITTINGS, INCLUDING THE POLES, WIRES, CONDUITS, PIPES, VALVES, METERS AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND ANY OTHER APPURTENANCES THERETO, WITH RIGHTS OF INGRESS AND EGRESS TO AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES AFORESAID; PROVIDED HOWEVER, THE OWNER/DEVELOPER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND RE-LAY ALL UTILITY LINES, INCLUDING WATER LINES, EXCLUDING GAS LINES AND GAS SERVICE LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING AND RE-LAYING OVER, ACROSS AND ALONG ALL OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER SERVICE AND ALL UTILITY SERVICES, EXCLUDING NATURAL GAS, TO THE AREA INCLUDED IN THE PLAT AND ELSEWHERE, AS MAY BE REQUIRED. THE OWNER/DEVELOPER HEREIN IMPOSES A RESTRICTIVE COVENANT, WHICH SHALL BE BINDING ON EACH LOT OWNER AND SHALL BE ENFORCEABLE BY CITY OF JENKS, OKLAHOMA AND BY THE SUPPLIER OF ANY AFFECTED UTILITY SERVICE, THAT WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, NO BUILDING, STRUCTURE OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION SHALL BE PLACED, ERECTED, INSTALLED OR MAINTAINED, PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING, LANDSCAPING, CUSTOMARY SCREENING FENCES AND WALLS THAT DO NOT CONSTITUTE AN OBSTRUCTION.

B. UNDERGROUND SERVICE

- OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES MAY BE LOCATED ALONG THE SOUTHERN, EASTERN AND NORTHERN PERIMETER EASEMENTS OF THE SUBDIVISION AND ALONG THE WESTERN PERIMETER EASEMENT OF BLOCK 2. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY UNDERGROUND CABLE. ALL SUPPLY LINES INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENT WAYS DEDICATED FOR GENERAL UTILITY SERVICES AS DEPICTED ON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE EASEMENT WAYS.
- UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WHICH ARE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE AS MAY BE LOCATED UPON THE LOT, PROVIDED THAT UPON THE INSTALLATION OF A SERVICE CABLE OR GAS SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT, EFFECTIVE AND NON-EXCLUSIVE RIGHT-OF-WAY EASEMENT ON THE LOT, COVERING A 5-FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE OR LINE EXTENDING FROM THE GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER TO THE SERVICE ENTRANCE ON THE STRUCTURE.
- THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICES, THROUGH ITS AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL EASEMENT WAYS SHOWN ON THE PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF THE UNDERGROUND ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.
- THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED ON HIS LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES. EACH SUPPLIER OF SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE OWNER OF THE LOT SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS.
- THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY EACH SUPPLIER OF THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

C. WATER, SANITARY SEWER AND STORM SEWER

- THE OWNER OF ANY LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS, AND STORM SEWERS LOCATED ON THE OWNER'S LOT.
- WITHIN UTILITY EASEMENTS, RESTRICTED WATERLINE, SANITARY SEWER, STORM SEWER AND DRAINAGE EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN, SANITARY SEWER MAIN, OR STORM SEWER OR ANY CONSTRUCTION ACTIVITY WHICH, IN THE JUDGMENT OF THE CITY OF JENKS, WOULD INTERFERE WITH PUBLIC WATER MAINS, SANITARY SEWER MAINS, AND STORM SEWERS SHALL BE PROHIBITED.
- THE CITY OF JENKS, OKLAHOMA, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER SYSTEMS, SANITARY SEWER MAINS, AND STORM SEWERS BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, OR THE OWNER'S AGENTS AND/OR CONTRACTORS.
- THE CITY OF JENKS, OKLAHOMA, OR ITS SUCCESSORS, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION, FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF UNDERGROUND WATER, SANITARY SEWER, OR STORM SEWER FACILITIES.
- THE COVENANTS SET FORTH IN THIS SUBSECTION SHALL BE ENFORCEABLE BY THE CITY OF JENKS, OKLAHOMA, OR ITS SUCCESSORS, AND THE OWNER OF EACH LOT AGREES TO BE BOUND BY THESE COVENANTS.

D. GAS SERVICE

- THE OWNER OF ANY LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED WITHIN THE LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY OTHER CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH GAS SERVICE. THE SUPPLIER OF GAS SERVICE SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF ITS FACILITIES, BUT THE LOT OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF FACILITIES CAUSE OF NECESSITATED BY ACTS OF THE LOT OWNER, OR THE LOT OWNER'S AGENTS OR CONTRACTORS.
- THE SUPPLIER OF GAS SERVICE THROUGH ITS AGENTS AND EMPLOYEES SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS SHOWN ON THE PLAT OR AS OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, REMOVING, REPAIRING, OR REPLACING ANY PORTION OF THE FACILITIES INSTALLED BY THE SUPPLIER OF GAS SERVICE.
- THE FOREGOING COVENANTS CONCERNING UNDERGROUND GAS FACILITIES SHALL BE ENFORCEABLE BY THE SUPPLIER OF GAS SERVICE, AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

E. PAVING AND LANDSCAPING WITHIN EASEMENTS

THE OWNER OF ANY LOT DEPICTED ON THE ACCOMPANYING PLAT SHALL BE RESPONSIBLE FOR THE REPAIR OF DAMAGE TO LANDSCAPING AND PAVING OCCASIONED BY INSTALLATION OR NECESSARY MAINTENANCE OF UNDERGROUND WATER, SANITARY SEWER, STORM SEWER, NATURAL GAS, COMMUNICATION, CABLE TELEVISION OR ELECTRIC FACILITIES WITHIN THE EASEMENT AREAS DEPICTED UPON THE ACCOMPANYING PLAT, PROVIDED THE CITY OF JENKS, OKLAHOMA, OR ITS SUCCESSORS, OR THE SUPPLIER OF THE UTILITY SERVICE SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.

F. LIMITS OF NO ACCESS

THE UNDERSIGNED OWNER/DEVELOPER HEREBY RELINQUISHES RIGHTS OF VEHICULAR INGRESS OR EGRESS WITHIN THE BOUNDS DESIGNATED AS "LIMITS OF NO ACCESS" (L.N.A.) ON THE ACCOMPANYING PLAT, WHICH "LIMITS OF NO ACCESS" MAY BE AMENDED OR RELEASED BY THE CITY OF JENKS, STATE OF OKLAHOMA AND SHALL BE ENFORCEABLE BY THE CITY OF JENKS, STATE OF OKLAHOMA.

SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS, WEST K PLACE WAS SUBMITTED AS A PLANNED UNIT DEVELOPMENT (DESIGNATED AS PUD-123) AS PROVIDED WITHIN THE PROVISIONS OF THE JENKS ZONING CODE PERTAINING TO PLANNED UNIT DEVELOPMENTS, AND

WHEREAS, PUD-123 WAS AFFIRMATIVELY RECOMMENDED BY THE JENKS PLANNING COMMISSION ON _____ AND APPROVED BY THE CITY COUNCIL OF THE CITY OF JENKS, STATE OF OKLAHOMA, ON _____, THE IMPLEMENTING ORDINANCE NO. ____ BEING ADOPTED AND PUBLISHED ON _____ AND

WHEREAS, THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE JENKS ZONING CODE REQUIRE THE ESTABLISHMENT OF COVENANTS OF RECORD, INURING TO AND ENFORCEABLE BY THE CITY OF JENKS, STATE OF OKLAHOMA, SUFFICIENT TO ASSURE THE IMPLEMENTATION AND CONTINUED COMPLIANCE WITH THE APPROVED PLANNED UNIT DEVELOPMENT, AND

WHEREAS, THE OWNER/DEVELOPER DESIRES TO ESTABLISH RESTRICTIONS FOR THE PURPOSE OF PROVIDING FOR AN ORDERLY DEVELOPMENT AND TO INSURE ADEQUATE RESTRICTIONS FOR THE MUTUAL BENEFIT OF THE OWNER/DEVELOPER, ITS SUCCESSORS AND ASSIGNS, AND THE CITY OF JENKS, STATE OF OKLAHOMA.

SECTION III. 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 OWNERS, THEIR SUCCESSORS AND ASSIGNS. WITHIN THE PROVISIONS OF SECTION I. EASEMENTS AND UTILITIES, AND SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS, ARE SET FORTH CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO, AND ADDITIONALLY THE COVENANTS WITHIN SECTIONS I AND II, WHETHER OR NOT SPECIFICALLY THEREIN SO STATED, SHALL INURE TO THE BENEFIT OF THE OWNERS OF THE LOTS WITHIN WEST K PLACE AND THE CITY OF JENKS, STATE OF OKLAHOMA AND SHALL BE ENFORCEABLE BY THE CITY OF JENKS, STATE OF OKLAHOMA. IF THE UNDERSIGNED OWNER/DEVELOPER, OR ITS SUCCESSORS OR ASSIGNS OR OWNERS OF ANY LOTS WITHIN WEST K PLACE SHALL VIOLATE ANY OF THE COVENANTS HEREIN, IT SHALL BE LAWFUL FOR THE CITY OF JENKS, STATE OF OKLAHOMA, ANY OWNER 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 A PROPERTY OWNERS' ASSOCIATION OR AN OWNER OF A LOT WHICH ACTION SEEKS TO ENFORCE THE COVENANTS OR RESTRICTIONS SET FORTH HEREIN OR TO RECOVER DAMAGES FOR THE BREACH THEREOF, THE PREVAILING PARTY SHALL BE ENTITLED TO RECOVER REASONABLE ATTORNEY'S FEES AND COSTS AND EXPENSES INCURRED IN SUCH ACTION.

B. DURATION

THESE RESTRICTIONS, 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 THIS DEED OF DEDICATION UNLESS TERMINATED OR AMENDED HEREINAFTER PROVIDED.

C. AMENDMENT

HE COVENANTS CONTAINED WITHIN SECTION I. EASEMENTS AND UTILITIES MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER OF THE LAND TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND APPROVED BY THE CITY OF JENKS, STATE OF OKLAHOMA, OR ITS SUCCESSORS. THE COVENANTS WITHIN SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS, MAY BE AMENDED AT ANY TIME WITH APPROVAL BY THE CITY OF JENKS, STATE OF OKLAHOMA.

D. SEVERABILITY

INVALIDATION OF ANY RESTRICTION SET FORTH HEREIN OR ANY PART THEREOF, BY AN ORDER, JUDGMENT, OR DECREE OF ANY COURT, OR OTHERWISE, SHALL NOT INVALIDATE OR AFFECT ANY OF THE OTHER RESTRICTIONS OR ANY PART THEREOF AS SET FORTH HEREIN, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

CERTIFICATE OF OWNERSHIP

IN WITNESS WHEREOF, ACACIA PROPERTIES LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, HAS EXECUTED THIS INSTRUMENT THIS ____ DAY OF _____, 2025.

ACACIA PROPERTIES, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY

BY _____
JAMES HORAN, MANAGING MANAGER

STATE OF OKLAHOMA)
) SS.
COUNTY OF TULSA)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC, IN AND FOR THE SAID COUNTY AND STATE, ON THIS ____ DAY OF _____, 2025, PERSONALLY APPEARED TO ME JAMES HORAN, MANAGING MEMBER OF ACACIA PROPERTIES, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS THEIR FREE AND VOLUNTARY ACT AND DEED ON BEHALF OF ACACIA PROPERTIES, LLC FOR THE USES AND PURPOSES THEREIN SET FORTH.

NOTARY PUBLIC
MY COMMISSION EXPIRES:
MY COMMISSION NUMBER:

CERTIFICATE OF SURVEY

I, ANDY FRITZ, OF FRITZ LAND SURVEYING, LLC, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA UNDER CERTIFICATE OF AUTHORIZATION #5848, DO HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, SUBDIVIDED, AND PLATTED THE TRACT OF LAND DESCRIBED ABOVE, AND THAT THE ACCOMPANYING PLAT DESIGNATED HEREIN AS "WEST K PLACE", A SUBDIVISION IN THE CITY OF JENKS, TULSA COUNTY, STATE OF OKLAHOMA, IS A TRUE REPRESENTATION OF THE SURVEY MADE ON THE GROUND USING GENERALLY ACCEPTED PRACTICES, AND MEETS OR EXCEEDS THE MINIMUM TECHNICAL STANDARDS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

ANDY FRITZ
LICENSED PROFESSIONAL LAND SURVEYOR
OKLAHOMA NO. 1694

STATE OF OKLAHOMA)
) SS.
COUNTY OF TULSA)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS ____ DAY OF _____, 2025, PERSONALLY APPEARED ANDY FRITZ, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME AS A LICENSED LAND SURVEYOR TO THE FOREGOING CERTIFICATE OF SURVEY AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME AS THEIR FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN SET FORTH.

JENNIFER FRITZ
MY COMMISSION EXPIRES: 6/23/2026
MY COMMISSION NUMBER: 14005589



MINOR PLAT

Owner / Developer

ACACIA PROPERTIES, LLC
9010 S FULTON AVE
TULSA, OKLAHOMA 74137
PHONE: (918) 740-3908
MR. JAMES HORAN

Surveyor

FRITZ LAND SURVEYING, LLC
524 EAST MAIN STREET
JENKS, OKLAHOMA 74037
PHONE: (918) 528-5121
EMAIL: fritzlandsurveying@gmail.com
C.A. # 5848 EXPIRES: 6-30-2026

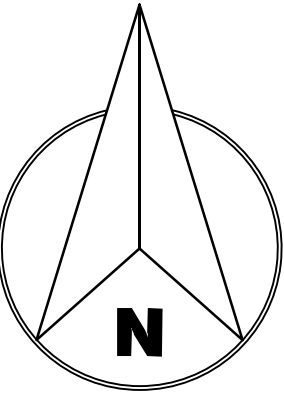
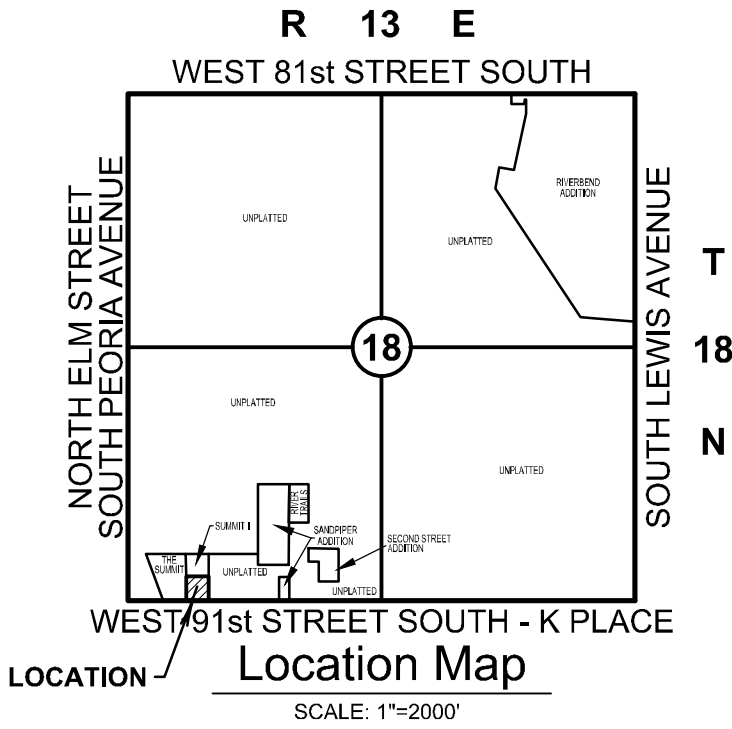
Engineer

ENGINEERED BY DESIGN, PLLC
10700 MYERS LANE
CHOCTAW, OKLAHOMA 73020
PHONE: (405) 234-0980
EMAIL: ahale@engineeredbydesign.pro
C.A. # 7655 EXPIRES: 6-30-2026

Planned Unit Development No. 123

West K Place

A SUBDIVISION IN THE CITY OF JENKS, BEING PART OF THE SOUTHWEST QUARTER (SW/4) OF SECTION EIGHTEEN (18), TOWNSHIP EIGHTEEN (18) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF JENKS, STATE OF OKLAHOMA.



Scale: 1" = 20'



Subdivision Statistics

SUBDIVISION CONTAINS ONE (1) LOT IN ONE (1) BLOCK

GROSS SUBDIVISION AREA: 54,601.85 OR 1.25 ACRES

Basis of Bearings

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

Monumentation

ALL LOT CORNERS SHOWN HEREON WERE SET USING A 3/8" x 18" STEEL PIN WITH A GREEN PLASTIC CAP STAMPED "FRITZ CA5848".

Floodplain Data

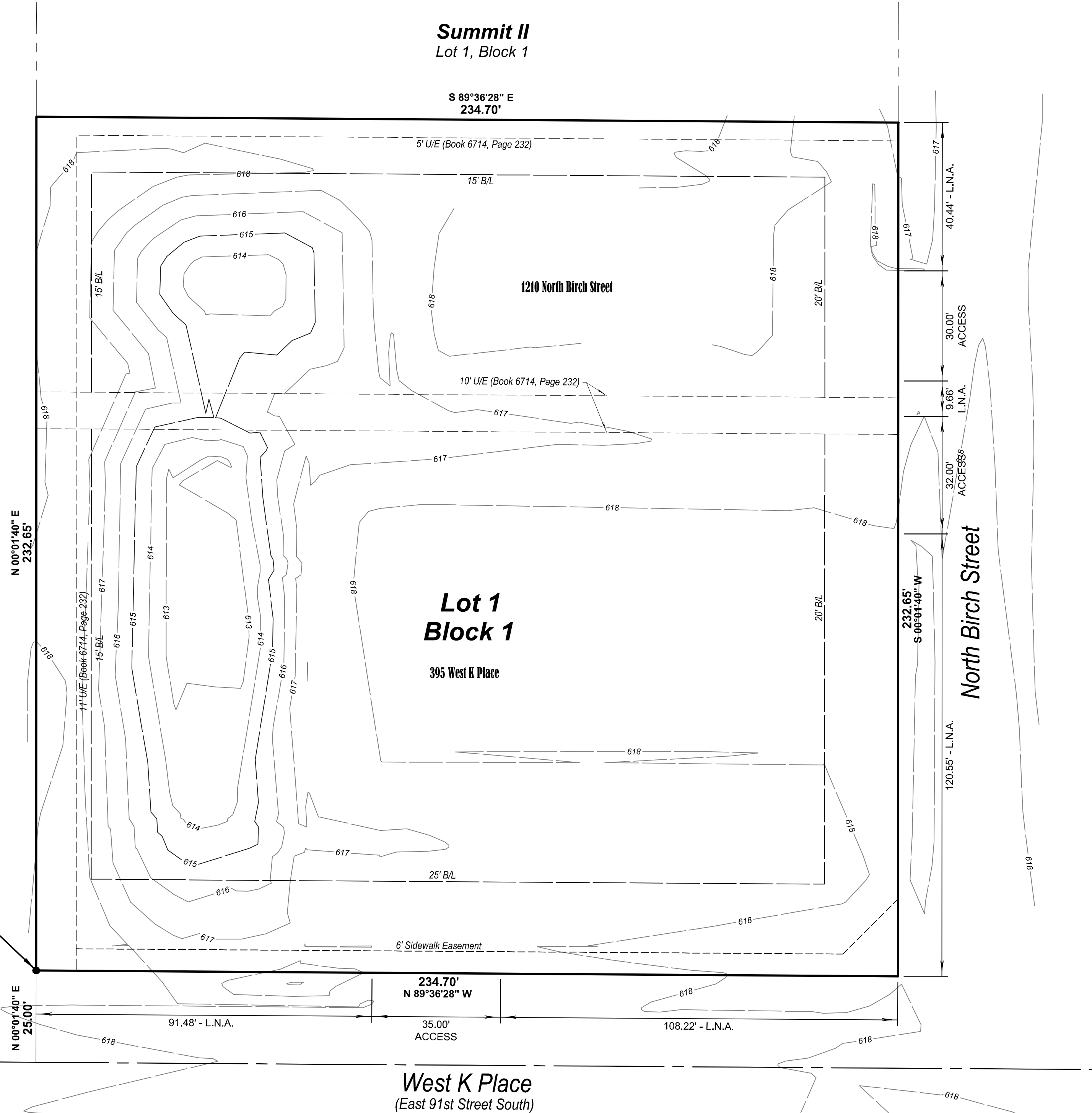
WE HAVE EXAMINED A MAP BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP, CITY OF JENKS, OKLAHOMA, COMMUNITY PANEL NO. 40143C0433L- OCTOBER 16, 2012, WHICH INDICATES THE SURVEYED PROPERTY TO BE WITHIN SHADED ZONE X (AREAS DETERMINED TO BE WITHIN THE 0.2% ANNUAL CHANCE FLOODPLAIN), ZONE AE (AREAS DETERMINED TO BE WITHIN THE 1% ANNUAL CHANCE FLOODPLAIN) AND THE FLOODWAY WITH A BASE FLOOD ELEVATION OF VARYING FROM 619' TO 624.6' AS SHOWN HEREON.

The Summit
Lot 1, Block 1

POINT OF
BEGINNING

POINT OF COMMENCEMENT
SW CORNER OF THE SW/4
SECTION 18, T-18-N, R-13-E

607.12'
S 89°36'28" E



STATE OF OKLAHOMA }
COUNTY OF TULSA } SS

I, MICHAEL WILLIS, TULSA COUNTY CLERK, IN AND FOR THE COUNTY AND STATE ABOVE, DO HEREBY CERTIFY THAT THE FORGOING IS A TRUE AND CORRECT COPY OF A LIKE INSTRUMENT NOW ON FILE IN MY OFFICE.

DATED THE _____ DAY OF _____, 2025.

MICHAEL WILLIS, TULSA COUNTY CLERK

DEPUTY

Legend

B/L _____ BUILDING SETBACK LINE
L.N.A. _____ LIMITS OF NO ACCESS
OD/E _____ OVERLAND DRAINAGE EASEMENT
ROW _____ RIGHT OF WAY
SF _____ SQUARE FEET
U/E _____ UTILITY EASEMENT
F/L/E _____ FENCE & LANDSCAPE EASEMENT
1.0 _____ STREET ADDRESSES

FINAL PLAT

CERTIFICATE OF APPROVAL

I hereby certify that this plat was approved by the City Council of the City of Jenks on _____, 2025.

on _____

MAYOR - VICE MAYOR

This approval is void if the above signature is not endorsed by the City Manager or City Clerk.

CITY MANAGER - CITY CLERK

MINOR PLAT

COUNTY TREASURER STAMP

WEST K PLACE
DEED OF DEDICATION & RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

ACACIA PROPERTIES LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, HEREINAFTER REFERRED TO AS THE "OWNER/DEVELOPER" IS THE OWNER OF THE FOLLOWING DESCRIBED LAND IN THE CITY OF JENKS, TULSA COUNTY, STATE OF OKLAHOMA:

A TRACT OF LAND IN THE SOUTHWEST QUARTER (SW¼) OF SECTION EIGHTEEN (18), TOWNSHIP EIGHTEEN (18) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF JENKS, TULSA COUNTY, STATE OF OKLAHOMA.

COMMENCING AT THE SOUTHWEST CORNER OF THE SW¼ OF SECTION EIGHTEEN (18), TOWNSHIP EIGHTEEN (18) NORTH, RANGE THIRTEEN (13) EAST, THENCE S 89°36'28" E ALONG THE SOUTH LINE OF SAID SW¼ A DISTANCE OF 607.12 FEET; THENCE N 00°01'40" E A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N 00°01'40" E A DISTANCE OF 232.65 FEET; THENCE S 89°36'28" E A DISTANCE OF 234.70 FEET; THENCE S 00°01'40" W A DISTANCE OF 232.65 FEET; THENCE N 89°36'28" W A DISTANCE OF 234.70 FEET TO THE POINT OF BEGINNING.

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THE OWNER/DEVELOPER DOES HEREBY DEDICATE FOR PUBLIC USE THE UTILITY EASEMENTS AS DEPICTED ON THE ACCOMPANYING PLAT AS "U/E" OR "UTILITY EASEMENT"; FOR OWNER/DEVELOPER AND ALL UTILITY SERVICES WITH FRANCHISE RIGHTS WITHIN CITY OF JENKS FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REPLACING AND/OR REMOVING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM SEWERS, TELEPHONE AND COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, WATER LINES AND CABLE TELEVISION LINES, TOGETHER WITH ALL FITTINGS, INCLUDING THE POLES, WIRES, CONDUITS, PIPES, VALVES, METERS AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND ANY OTHER APPURTENANCES THERETO, WITH RIGHTS OF INGRESS AND EGRESS TO AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES AFORESAID; PROVIDED HOWEVER, THE OWNER/DEVELOPER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND RE-LAY ALL UTILITY LINES, INCLUDING WATER LINES, EXCLUDING GAS LINES AND GAS SERVICE LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING AND RE-LAYING OVER, ACROSS AND ALONG ALL OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER SERVICE AND ALL UTILITY SERVICES, EXCLUDING NATURAL GAS, TO THE AREA INCLUDED IN THE PLAT AND ELSEWHERE, AS MAY BE REQUIRED. THE OWNER/DEVELOPER HEREIN IMPOSES A RESTRICTIVE COVENANT, WHICH SHALL BE BINDING ON EACH LOT OWNER AND SHALL BE ENFORCEABLE BY CITY OF JENKS, OKLAHOMA AND BY THE SUPPLIER OF ANY AFFECTED UTILITY SERVICE, THAT WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, NO BUILDING, STRUCTURE OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION SHALL BE PLACED, ERECTED, INSTALLED OR MAINTAINED, PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING, LANDSCAPING, CUSTOMARY SCREENING FENCES AND WALLS THAT DO NOT CONSTITUTE AN OBSTRUCTION.

B. UNDERGROUND SERVICE

- OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES MAY BE LOCATED ALONG THE SOUTHERN, EASTERN AND NORTHERN PERIMETER EASEMENTS OF THE SUBDIVISION AND ALONG THE WESTERN PERIMETER EASEMENT OF BLOCK 2. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY UNDERGROUND CABLE. ALL SUPPLY LINES INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENT WAYS DEDICATED FOR GENERAL UTILITY SERVICES AS DEPICTED ON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE EASEMENT WAYS.
- UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WHICH ARE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE AS MAY BE LOCATED UPON THE LOT, PROVIDED THAT UPON THE INSTALLATION OF A SERVICE CABLE OR GAS SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT, EFFECTIVE AND NON-EXCLUSIVE RIGHT-OF-WAY EASEMENT ON THE LOT, COVERING A 5-FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE OR LINE EXTENDING FROM THE GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER TO THE SERVICE ENTRANCE ON THE STRUCTURE.
- THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICES, THROUGH ITS AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL EASEMENT WAYS SHOWN ON THE PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF THE UNDERGROUND ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.
- THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED ON HIS LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES. EACH SUPPLIER OF SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE OWNER OF THE LOT SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS.
- THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY EACH SUPPLIER OF THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

C. WATER, SANITARY SEWER AND STORM SEWER

- THE OWNER OF ANY LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS, AND STORM SEWERS LOCATED ON THE OWNER'S LOT.
- WITHIN UTILITY EASEMENTS, RESTRICTED WATERLINE, SANITARY SEWER, STORM SEWER AND DRAINAGE EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN, SANITARY SEWER MAIN, OR STORM SEWER OR ANY CONSTRUCTION ACTIVITY WHICH, IN THE JUDGMENT OF THE CITY OF JENKS, WOULD INTERFERE WITH PUBLIC WATER MAINS, SANITARY SEWER MAINS, AND STORM SEWERS SHALL BE PROHIBITED.
- THE CITY OF JENKS, OKLAHOMA, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER SYSTEMS, SANITARY SEWER MAINS, AND STORM SEWERS BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, OR THE OWNER'S AGENTS AND/OR CONTRACTORS.
- THE CITY OF JENKS, OKLAHOMA, OR ITS SUCCESSORS, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION, FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF UNDERGROUND WATER, SANITARY SEWER, OR STORM SEWER FACILITIES.
- THE COVENANTS SET FORTH IN THIS SUBSECTION SHALL BE ENFORCEABLE BY THE CITY OF JENKS, OKLAHOMA, OR ITS SUCCESSORS, AND THE OWNER OF EACH LOT AGREES TO BE BOUND BY THESE COVENANTS.

D. GAS SERVICE

- THE OWNER OF ANY LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED WITHIN THE LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY OTHER CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH GAS SERVICE. THE SUPPLIER OF GAS SERVICE SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF ITS FACILITIES, BUT THE LOT OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF FACILITIES CAUSE OF NECESSITATED BY ACTS OF THE LOT OWNER, OR THE LOT OWNER'S AGENTS OR CONTRACTORS.
- THE SUPPLIER OF GAS SERVICE THROUGH ITS AGENTS AND EMPLOYEES SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS SHOWN ON THE PLAT OR AS OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, REMOVING, REPAIRING, OR REPLACING ANY PORTION OF THE FACILITIES INSTALLED BY THE SUPPLIER OF GAS SERVICE.
- THE FOREGOING COVENANTS CONCERNING UNDERGROUND GAS FACILITIES SHALL BE ENFORCEABLE BY THE SUPPLIER OF GAS SERVICE, AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

E. PAVING AND LANDSCAPING WITHIN EASEMENTS

THE OWNER OF ANY LOT DEPICTED ON THE ACCOMPANYING PLAT SHALL BE RESPONSIBLE FOR THE REPAIR OF DAMAGE TO LANDSCAPING AND PAVING OCCASIONED BY INSTALLATION OR NECESSARY MAINTENANCE OF UNDERGROUND WATER, SANITARY SEWER, STORM SEWER, NATURAL GAS, COMMUNICATION, CABLE TELEVISION OR ELECTRIC FACILITIES WITHIN THE EASEMENT AREAS DEPICTED UPON THE ACCOMPANYING PLAT, PROVIDED THE CITY OF JENKS, OKLAHOMA, OR ITS SUCCESSORS, OR THE SUPPLIER OF THE UTILITY SERVICE SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.

F. LIMITS OF NO ACCESS

THE UNDERSIGNED OWNER/DEVELOPER HEREBY RELINQUISHES RIGHTS OF VEHICULAR INGRESS OR EGRESS WITHIN THE BOUNDS DESIGNATED AS "LIMITS OF NO ACCESS" (L.N.A.) ON THE ACCOMPANYING PLAT, WHICH "LIMITS OF NO ACCESS" MAY BE AMENDED OR RELEASED BY THE CITY OF JENKS, STATE OF OKLAHOMA AND SHALL BE ENFORCEABLE BY THE CITY OF JENKS, STATE OF OKLAHOMA.

SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS, WEST K PLACE WAS SUBMITTED AS A PLANNED UNIT DEVELOPMENT (DESIGNATED AS PUD-123) AS PROVIDED WITHIN THE PROVISIONS OF THE JENKS ZONING CODE PERTAINING TO PLANNED UNIT DEVELOPMENTS, AND

WHEREAS, PUD-123 WAS AFFIRMATIVELY RECOMMENDED BY THE JENKS PLANNING COMMISSION ON _____ AND APPROVED BY THE CITY COUNCIL OF THE CITY OF JENKS, STATE OF OKLAHOMA, ON _____, THE IMPLEMENTING ORDINANCE NO. ____ BEING ADOPTED AND PUBLISHED ON _____ AND

WHEREAS, THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE JENKS ZONING CODE REQUIRE THE ESTABLISHMENT OF COVENANTS OF RECORD, INURING TO AND ENFORCEABLE BY THE CITY OF JENKS, STATE OF OKLAHOMA, SUFFICIENT TO ASSURE THE IMPLEMENTATION AND CONTINUED COMPLIANCE WITH THE APPROVED PLANNED UNIT DEVELOPMENT, AND

WHEREAS, THE OWNER/DEVELOPER DESIRES TO ESTABLISH RESTRICTIONS FOR THE PURPOSE OF PROVIDING FOR AN ORDERLY DEVELOPMENT AND TO INSURE ADEQUATE RESTRICTIONS FOR THE MUTUAL BENEFIT OF THE OWNER/DEVELOPER, ITS SUCCESSORS AND ASSIGNS, AND THE CITY OF JENKS, STATE OF OKLAHOMA.

SECTION III. 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 OWNERS, THEIR SUCCESSORS AND ASSIGNS. WITHIN THE PROVISIONS OF SECTION I. EASEMENTS AND UTILITIES, AND SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS, ARE SET FORTH CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO, AND ADDITIONALLY THE COVENANTS WITHIN SECTIONS I AND II, WHETHER OR NOT SPECIFICALLY THEREIN SO STATED, SHALL INURE TO THE BENEFIT OF THE OWNERS OF THE LOTS WITHIN WEST K PLACE AND THE CITY OF JENKS, STATE OF OKLAHOMA AND SHALL BE ENFORCEABLE BY THE CITY OF JENKS, STATE OF OKLAHOMA. IF THE UNDERSIGNED OWNER/DEVELOPER, OR ITS SUCCESSORS OR ASSIGNS OR OWNERS OF ANY LOTS WITHIN WEST K PLACE SHALL VIOLATE ANY OF THE COVENANTS HEREIN, IT SHALL BE LAWFUL FOR THE CITY OF JENKS, STATE OF OKLAHOMA, ANY OWNER 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 A PROPERTY OWNERS' ASSOCIATION OR AN OWNER OF A LOT WHICH ACTION SEEKS TO ENFORCE THE COVENANTS OR RESTRICTIONS SET FORTH HEREIN OR TO RECOVER DAMAGES FOR THE BREACH THEREOF, THE PREVAILING PARTY SHALL BE ENTITLED TO RECOVER REASONABLE ATTORNEY'S FEES AND COSTS AND EXPENSES INCURRED IN SUCH ACTION.

B. DURATION

THESE RESTRICTIONS, 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 THIS DEED OF DEDICATION UNLESS TERMINATED OR AMENDED HEREINAFTER PROVIDED.

C. AMENDMENT

HE COVENANTS CONTAINED WITHIN SECTION I. EASEMENTS AND UTILITIES MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER OF THE LAND TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND APPROVED BY THE CITY OF JENKS, STATE OF OKLAHOMA, OR ITS SUCCESSORS. THE COVENANTS WITHIN SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS, MAY BE AMENDED AT ANY TIME WITH APPROVAL BY THE CITY OF JENKS, STATE OF OKLAHOMA.

D. SEVERABILITY

INVALIDATION OF ANY RESTRICTION SET FORTH HEREIN OR ANY PART THEREOF, BY AN ORDER, JUDGMENT, OR DECREE OF ANY COURT, OR OTHERWISE, SHALL NOT INVALIDATE OR AFFECT ANY OF THE OTHER RESTRICTIONS OR ANY PART THEREOF AS SET FORTH HEREIN, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

CERTIFICATE OF OWNERSHIP

IN WITNESS WHEREOF, ACACIA PROPERTIES LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, HAS EXECUTED THIS INSTRUMENT THIS ____ DAY OF _____, 2025.

ACACIA PROPERTIES, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY

BY _____
JAMES HORAN, MANAGING MANAGER

STATE OF OKLAHOMA)
) SS.
COUNTY OF TULSA)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC, IN AND FOR THE SAID COUNTY AND STATE, ON THIS ____ DAY OF _____, 2025, PERSONALLY APPEARED TO ME JAMES HORAN, MANAGING MEMBER OF ACACIA PROPERTIES, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS THEIR FREE AND VOLUNTARY ACT AND DEED ON BEHALF OF ACACIA PROPERTIES, LLC FOR THE USES AND PURPOSES THEREIN SET FORTH.

NOTARY PUBLIC
MY COMMISSION EXPIRES:
MY COMMISSION NUMBER:

CERTIFICATE OF SURVEY

I, ANDY FRITZ, OF FRITZ LAND SURVEYING, LLC, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA UNDER CERTIFICATE OF AUTHORIZATION #5848, DO HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, SUBDIVIDED, AND PLATTED THE TRACT OF LAND DESCRIBED ABOVE, AND THAT THE ACCOMPANYING PLAT DESIGNATED HEREIN AS "WEST K PLACE", A SUBDIVISION IN THE CITY OF JENKS, TULSA COUNTY, STATE OF OKLAHOMA, IS A TRUE REPRESENTATION OF THE SURVEY MADE ON THE GROUND USING GENERALLY ACCEPTED PRACTICES, AND MEETS OR EXCEEDS THE MINIMUM TECHNICAL STANDARDS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

ANDY FRITZ
LICENSED PROFESSIONAL LAND SURVEYOR
OKLAHOMA NO. 1694

STATE OF OKLAHOMA)
) SS.
COUNTY OF TULSA)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS ____ DAY OF _____, 2025, PERSONALLY APPEARED ANDY FRITZ, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME AS A LICENSED LAND SURVEYOR TO THE FOREGOING CERTIFICATE OF SURVEY AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME AS THEIR FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN SET FORTH.

JENNIFER FRITZ
MY COMMISSION EXPIRES: 6/23/2026
MY COMMISSION NUMBER: 14005589



MINOR PLAT

Planned Unit Development No. 123

OFFICE/WAREHOUSE

WEST K PLACE & NORTH BIRCH AVENUE

Acacia Properties, LLC

APPROVED BY JENKS CITY COUNCIL

Marcaé Hilton
Marcaé Hilton

Jenks, Oklahoma

October 28, 2020



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I. Development Concept

Proposed office/warehouse expansion development requesting approval of a Planned Unit Development to allow for reduced building line setback distance adjacent to R zoning on a 1.25-acre tract of presently developed land within the City of Jenks. The project is located on the north side of North Birch Street and west side of West K Place. The historical improvements on the property include two (2) existing office/warehouse buildings, associated parking and drive aisles, and a detention facility located on the west side. The usefulness of the existing detention facility is no longer required as the City of Jenks made significant improvements to the storm sewer system running east/west along West K Place after the original construction of the facility. This development concept proposes filling / regrading the existing detention facility to support two (2) new buildings of similar style and nature as the existing buildings on the property.

Objectives:

- To permit and encourage innovative land development while maintaining appropriate limitation on the character and intensity of use and assuring compatibility with adjoining and proximate properties
- To permit greater flexibility within the development to best utilize the physical features of the particular site
- To encourage a more productive use of land consistent with the public objectives and standards of accessibility, safety, infrastructure and land use compatibility.

Legal Description (as provided)

BEGINNING 25 FEET NORTH AND 607.12 FEET EAST OF THE SW CORNER SECTION 18, TOWNSHIP 18 NORTH, RANGE 13 EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA; THENCE NORTH ALONG A LINE PARALLEL TO THE WEST LINE OF SAID SECTION 18 A DISTANCE OF 465.30 TO A POINT; THENCE EAST ALONG A LINE PARALLEL TO THE SOUTH LINE OF SAID SECTION 18 A DISTANCE OF 234.70 FEET TO A POINT; THENCE SOUTH ALONG A LINE PARALLEL TO THE WEST LINE OF SAID SECTION 18 A DISTANCE OF 465.30 FEET TO A POINT; THENCE WEST ALONG A LINE PARALLEL TO THE SOUTH LINE OF SAID SECTION 18 A DISTANCE OF 234.70 TO THE POINT OF BEGINNING, LOCATED IN LOT 10, SECTION 18, TOWNSHIP 18 NORTH, RANGE 13 EAST, LESS THE NORTH 232.65 FEET THEREOF.

II. Development Standards

Land Area: 1.25 Acres

Zoning: Industrial Light District (IL)

This Planned Unit Development shall be developed in accordance with the City of Jenks Zoning Ordinance and the use and development regulations of the IL zoning district, except as described below:

Permitted Uses:

USE UNIT 1 - AREAWIDE USES BY RIGHT
USE UNIT 10 - OFF-STREET PARKING AREAS
USE UNIT 11 - OFFICES AND STUDIOS
USE UNIT 15 - OTHER TRADES AND SERVICES
USE UNIT 22 – WAREHOUSING AND WHOLESALING
USE UNIT 24 - LIGHT MANUFACTURING AND INDUSTRIAL RESEARCH DEVELOPMENT

Excluded Uses:

USE UNIT 4 - PUBLIC PROTECTION AND UTILITY AND OPEN-AIR FACILITIES (TEMPORARY)
USE UNIT 16 - GASOLINE SERVICE STATIONS
USE UNIT 17 - AUTOMOTIVE ALLIED ACTIVITIES
USE UNIT 21 - BUSINESS SIGNS, OUTDOOR ADVERTISING, AND BILLBOARDS

Minimum building setback from a public street (south boundary): 25 feet

Minimum building setback from a public street (east boundary): 20 feet

Minimum building setback abutting an R District: 15 feet

Maximum building height: 35 feet

III. General Provisions

A. Screening:

1. Service equipment (including HVAC equipment) and areas shall be screened so the visual impacts of these functions are fully contained and out of view from a person standing on the ground at the perimeter of the PUD boundary.
2. Screening materials for solid waste collection and loading areas shall be a six-foot tall wooden fence. Trash dumpsters shall have a door, which shall remain closed when not in use.
3. A minimum of twenty-five (25) trees (American Holly) shall be planted on 15' centers along the west and north boundary to provide a vegetative buffer for the existing residential multi-family facility that surrounds the property.

B. Building Material Requirements:

Exterior walls of all structures shall include a masonry (brick, stone or cementitious material) wainscot, 36" in height (minimum).

C. Parking:

The Owner is required to submit parking information with each building permit and shall maintain an ongoing count of parking spaces and the allocation of parking spaces toward the combined uses for each building on the property.

D. Signage & Lighting:

1. No sign permit shall be issued until a site plan is prepared and approved by the City of Jenks.
2. Illuminated wall signage shall be prohibited.
3. The height of light poles on the property shall not exceed nineteen feet (19') and the fixtures shall be shielded to direct light downward
4. A photometric plan shall be prepared and approved by the City of Jenks.

E. Drainage & Utilities:

Proposed public utility infrastructure, grading and drainage design shall be submitted to and approved by the City Engineer and in accordance with the City of Jenks Engineering Design Criteria.

F. Emergency Vehicle Access and Circulation:

1. A 20-foot wide fire apparatus road shall be established and maintained for emergency vehicles.
2. Pavement striping, signage, etc. shall be submitted to and approved by the Fire Marshal.

G. Requirement to Plat:

No building permit shall be issued until a plat containing restrictive covenants memorializing the above development standards is prepared and filed in accordance with the City of Jenks Subdivision Regulations.

IV. Anticipated Construction Schedule

Construction shall commence with 12 months from the date the PUD is approved by City Council.

EXHIBIT A
VICINITY MAP



EXHIBIT B
AERIAL PHOTO



OVERALL CONCEPT PLAN

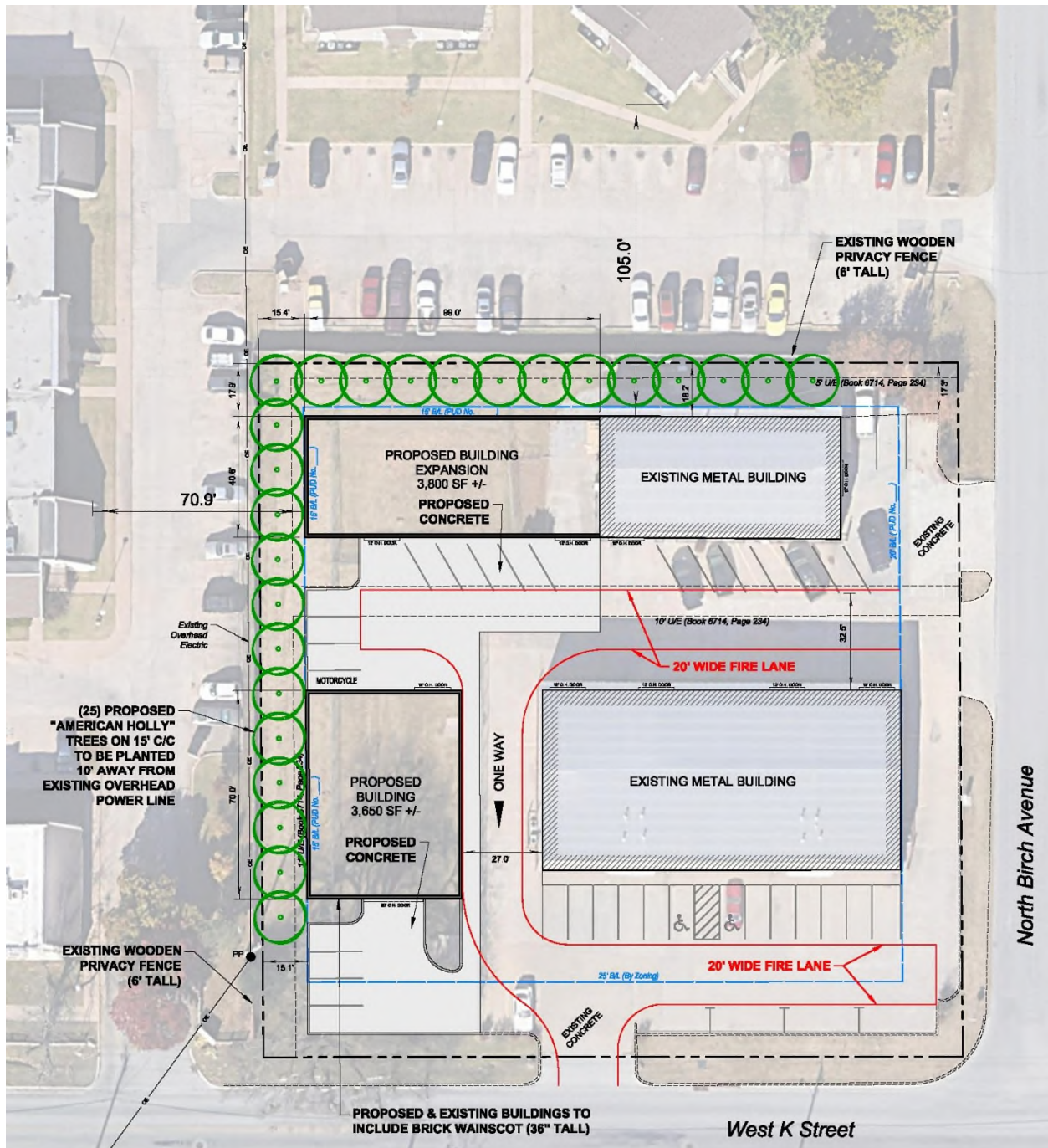


EXHIBIT D ZONING MAP

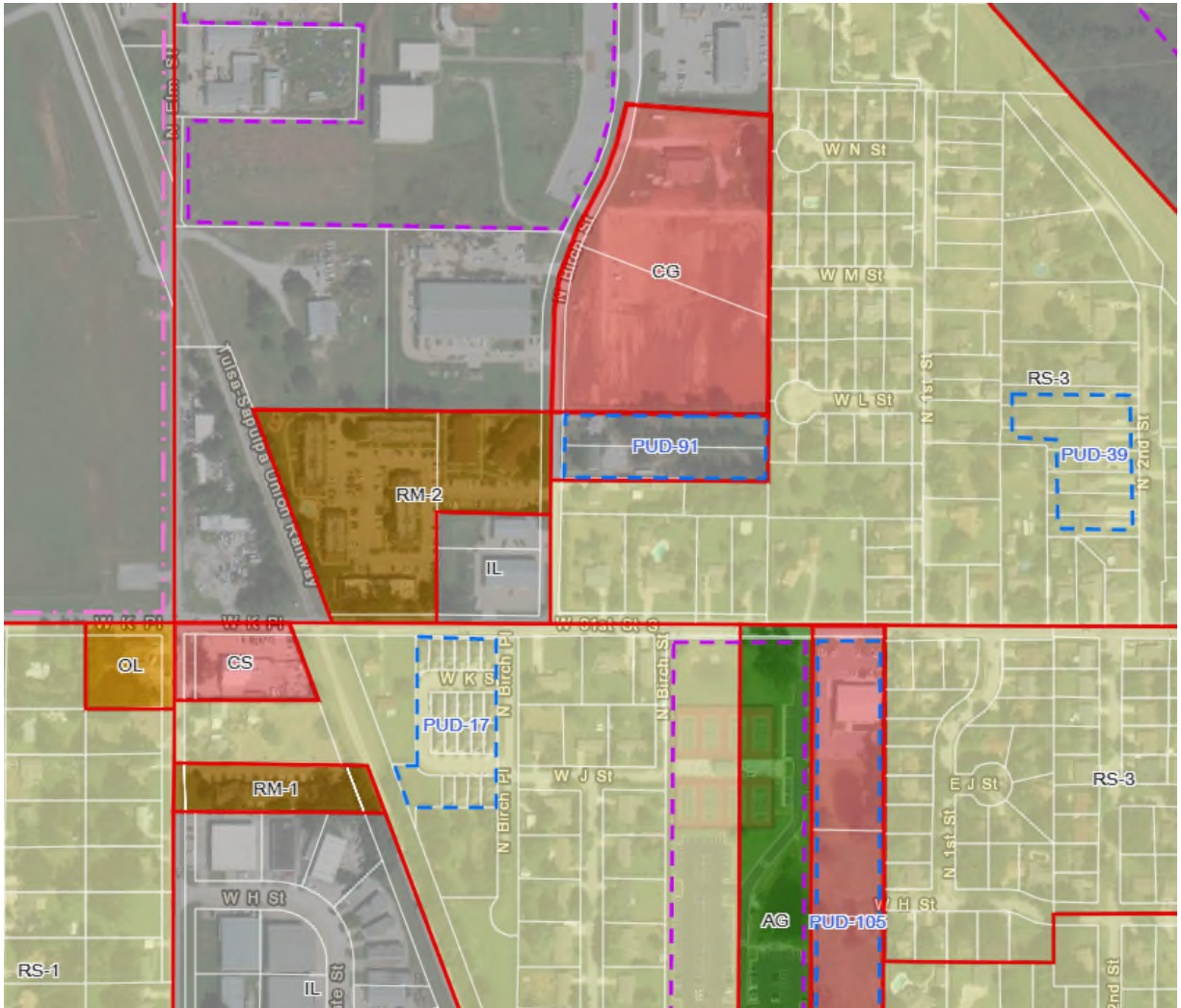


EXHIBIT E
VEGETATIVE BUFFER CONCEPT



CITY OF JENKS | DOD | PLAT ADDENDUM (COVER PAGE)

9/8/2025

<i>Do NOT Remove to this cover page.</i>	
TO	Tulsa County Real Estate Services Division Planning Director, Marcae Hillton
SUBJECT	[Type of meeting]
PLAT NAME	“ _____ ”
FILED BY (NAME)	XXXX
FILED BY (ADDRESS)	XXXX

Document(s) Summary¹

PLAT DATA	Original Information	Amended Information (As Needed)
NAME (PHASE II)	“XXX”	
PLAT DOC #	X	
RECORDED	X	
STR	X	
LEGAL	As seen on the plat.	
PUD NAME	“PUD 123”	
CASE NUMBER	PUD APPROVAL DATE	APPROVING BODY
PUD 123		City Council
PUD 123		Planning Commission
<i>See Related Attachments.</i>		

¹ This document serves as a cover page for addendums to Plats when approved PUD (Planned Unit Development) amendments change the language of a plat Deed of Dedication; and for new subdivision plats within the City of Jenks that are approved with a companion PUD. Complete cover page and provide copy of filed document to City of Jenks.

CITY OF JENKS | ACCEPTANCE FORM | PLAT ADDENDUM

9/11/2025

PLAT NAME Plat recordation

Location: XXXX.

Official notice is hereby given of the decision of the Jenks City Council in the matter of Zoning Case JZ 24 PUD XXX for which action was completed on DATE, Per Ordinance No. XXXX.

All Plat Addendums such as Planned Unit Development (PUD) documents, easements, right-of-way or other dedications must include the following for acceptance by the City of Jenks:

Accepted By: _____

Mayor, Cory Box
City of Jenks

Attest: _____

Brandon Macy
City Clerk, City of Jenks

Date: _____

Acknowledged By: _____

Marcae Hilton
Director of Planning, City of Jenks

Date: _____

Please include this information on the dedicating instrument. If it must be on a separate page, the page must include a header or footer with information making clear the connection with the instrument of dedication.

Jenks | City Council Staff Report



To	Mayor Cory Box, Vice-Mayor John Brown and City Council Christopher Shrout, City Manager
Hearing Date	September 16, 2025
Case Number	Plat 25-18 Bentley Ranch JUEC 25-03 Bentley Ranch
Request(s)	<i>Review and approval of Preliminary Plat and Utility Easement Closure and Ultimate Vacation in District Court for Bentley Ranch</i>
Location	South of 131 st and east of Elm (Peoria)

Staff Report

Preparer | Marcaé Hilton

Attachments

- ☐ Legal Notice
- ☐ Plat Documents
- ☐ PUD 153 Exhibit

Preparer

INCOG
Select Design, Ryan McCarty
Select Design, Ryan McCarty

Background Information

Preliminary Plat Summary:

PC SUMMARY | September 04, 2025 | Approved at the regularly Scheduled Planning Commission hearing.

Zoning Summary:

CC SUMMARY | June 17, 2025 | Approved at the regularly scheduled City Council hearing.

PC SUMMARY | June 05, 2025 | Approved at the regularly Scheduled Planning Commission hearing.

Bentley Ranch is single-family development on a 30.21-acre tract, currently there is a single-family residence located on the property, otherwise the property is undeveloped land in the City of Jenks, Tulsa County, Oklahoma. The project is located on the south side of East 131st Street approximately a quarter mile east of the intersection of East 131st Street South and (Elm) South Peoria Avenue. The property is currently zoned AG for Agriculture use. The preliminary plat matches the approved Planned Unit Development and conceptual site plan and will primarily follow RS-1 dimensional and density standards.

REQUESTS

Uses	Single-family Residential
Zoning	(RS1) Single-family Residential with a PUD Overlay (PUD 153) Ord 1670
Comprehensive Plan	Medium Intensity Single-family
Public Comment	Staff has received no comments at the time of the staff report.
Ward 5	Donna Ogez

Current Project Data

General Location 1404 E 131 ST S | 131st and Elm
Plat Preliminary Plat under review | Unplatted
STR Section 07, Township 17, Range 13
School District Jenks | JK-4A

Parcel ID West lot 97307-73-07-16010

Legal W/2 NE NW LESS N35 THEREOF SEC 7 17 13 19.470ACS
Gross Acres 19.47 acres / 848,113 sq ft

Parcel ID East lot 97307-73-07-17010

Legal W/2 E/2 NE NW LESS N35 FOR RD SEC 7 17 13 9.735ACS
Gross Acres 9.74 acres / 424,274 sq ft

ZONING INFORMATION Table 16-3-1(A): Residential District Bulk and Dimensional Standards	
Standard	PUD 153
Lot Standards (Minimum)	
Lot Area (sqft) Average of 80 x 130	10,000
Lot Area/DU (sqft)	Max Dwellings: 85 Lots Drawn
Lot Width (ft)	80
Yard Setbacks (Minimum)	
Front (ft)	25
Exterior Side (ft)	20 & 35 (131 st)
Interior Side (ft)	5/5 (10)
Rear (ft)	20
Building Standards (Maximum)	
Height (ft)	35*
Impervious Surface Coverage	45%
Notes	
(1) The cumulative interior side yard setback shall be 15 feet. No interior side yard setback shall be less than 5 feet.	
(2) If a parti-wall exists, the interior side yard setback shall be 0 feet.	
(3) Garages shall be setback a minimum of 25 feet from the front property line.	
* See PUD for Height exceptions	
UDO Highlights	
Amenities* * Sec. 16-8-11. Parkland Provision.	1. Lot size allows for large backyards for swimming pools 2. Passive Recreation / Green Space / Reserve Areas 3. 2 wet detention areas and fountains 4. Stocked Fishing pond with dock. 5. Wooden Bridge 6. Walking/Jogging trail-<i>all weather surface</i> 7. Brick/Stone Landscaped Entry Look and feel of private neighborhood. 8. Brick pony wall along arterial street adjacent to pond 9. New tree plantings 10. Landscaped green space Pocket Park
Zoning	RS1 (Residential Single-family) PUD 153 Overlay

Land Area / Dwelling Unit	131 Dwelling Units (DU) allowed/UDO 1,315,947.6 sq ft @ 30.21 Acres (RS1) 85 Dwelling Units allowed by PUD 153
Building Materials	100% Masonry/stone
Garages	3 enclosed off-street parking spaces per DU
Signage	64 Sq Ft \ Amenities (16 Sq Ft)
House Square Footage	Add to PUD Not UDO requirement

Zoning

North	East 131 st Street Yorktown
East	AG (Agriculture) Tulsa County
South	AG (Agriculture) Undeveloped
West	AG (Agriculture) SUP 84

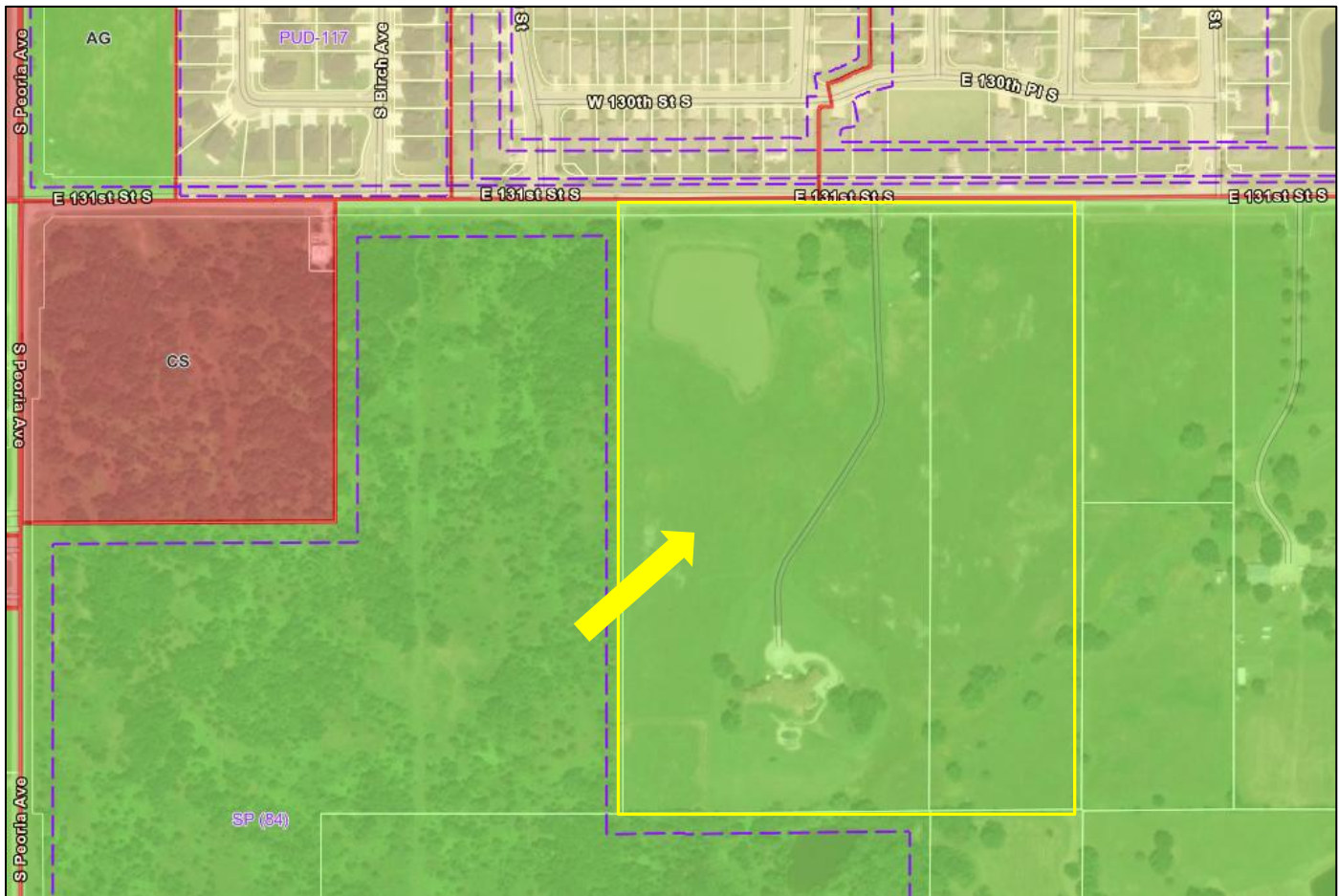
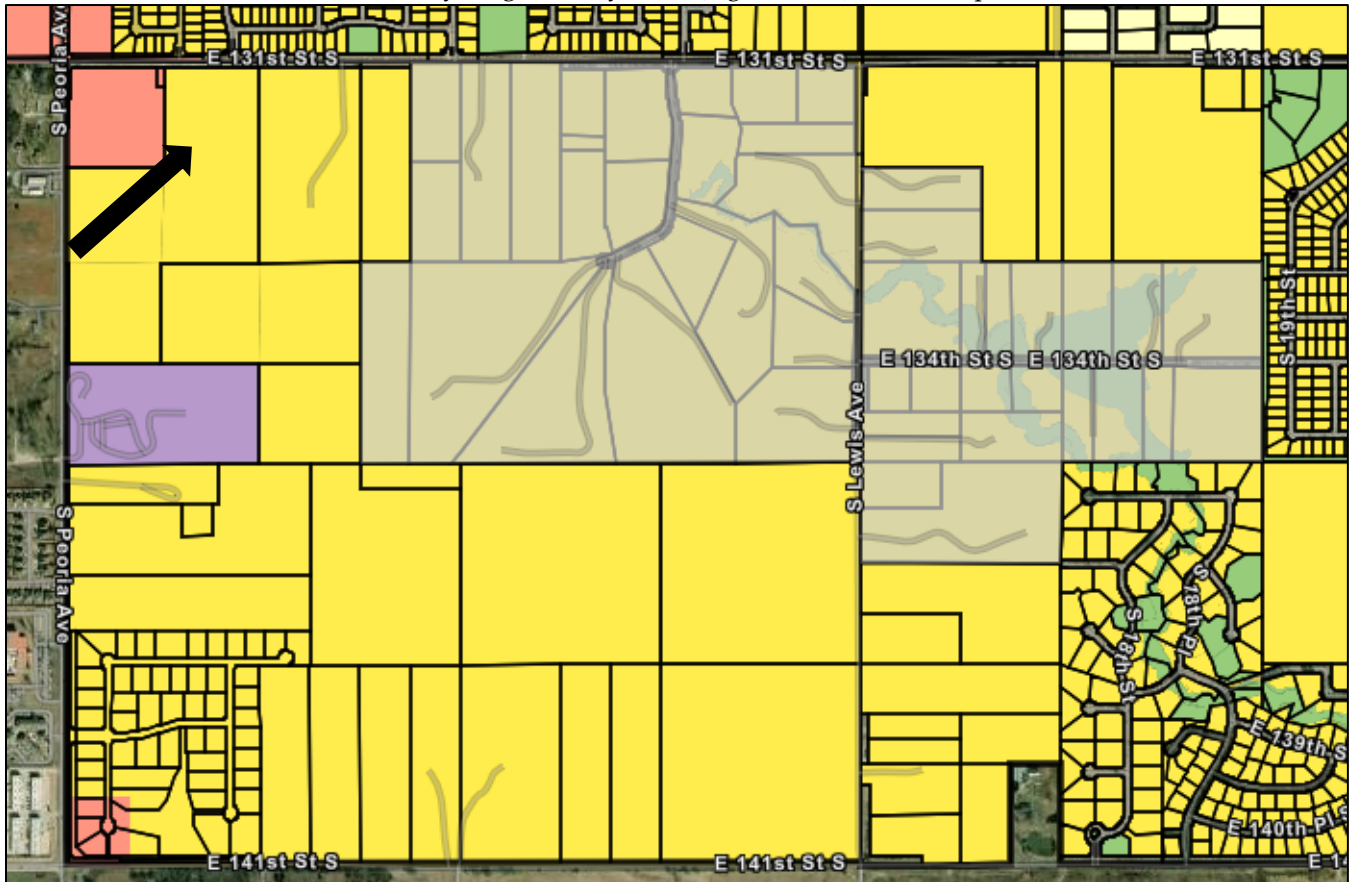


Figure 1: Zoning Map | INCOG

Comp Plan North | Medium Intensity Single-family | Yorktown
 East | Medium Intensity Single-family | Tulsa County | Single-family Large lots
 South | Medium Intensity Single-family | AG (Agriculture) Undeveloped
 West | Medium Intensity Single-family | AG (Agriculture) Undeveloped



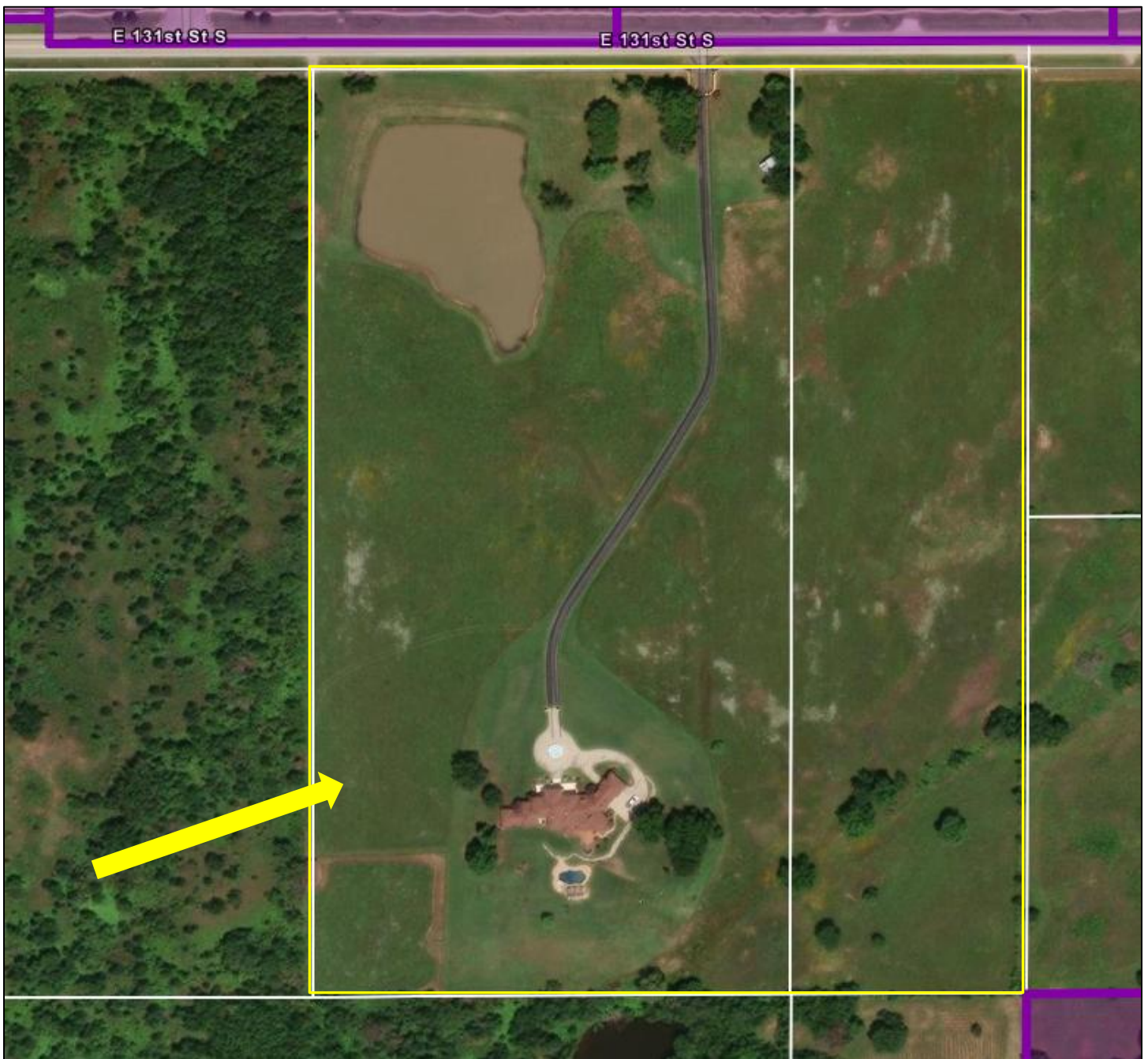


Figure 3: South of 131st and east of Elm.

Staff Evaluation & Recommendation

Evaluation | This application is a request to grant approval of a preliminary plat and review of a Utility Easement Closure request in order to proceed with an approved (PUD 153) single-family residential development.

Preliminary Plat | For detailed comments see red text and yellow highlights in body of staff report.

Utility Closure: TAC | 30-day notice to TAC began on August 18, 2025.

Staff is not opposed to the closure and ultimate vacation of the utility easement and will not oppose the vacation at District Court. The applicant must complete the Easement Vacation at District Court and any other engineering requirements as applicable.

➤ *Bentley Ranch UE closure*

- *State statute requires 30-day notice to TAC members.*
- *The clock started on August 18, 2025.*
 - *September 18, 2025, 30-day window closed.*
- *The item will be on the September 4 PC agenda as an FYI.*
- *The last day to provide comment before “Conditional Approval” of closure at CC will be Tuesday, September 09, 2025.*
 - *City Council September 16, 2025*
 - *No Action will be taken by the applicant to close the easement prior to the 30 day notice requirement.*

ARTICLE 8. SUBDIVISION STANDARDS | Not compete list.

Sec. 16-8-2. - General Subdivision Standards. (4)Street Designations and Names.

(b) Street Names.

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

(5) Preliminary Plat. The purpose of the preliminary plat application is to provide the City with an overall plan for the proposed development.

(a) Preliminary Plat Review Requirements. The preliminary plat shall show or be accompanied by the following:

- The name and address of the owner or owners of the land to be subdivided, the name and address of the subdivider if other than the owner and the name and address of the land surveyor,
- The date of preparation of the plat, north arrow, and scale (written and graphic presentation),
- Key or location map showing location of subdivisions within the mile section,
- An accurate legal description of the property,
- The location and dimensions of all boundary lines of the proposed subdivision to the nearest one-hundredth foot,

- The names of all adjacent subdivisions and the names, locations and widths of all existing and proposed streets, easements, drainage ways and other public ways, adjacent to the property,
 - The locations and widths of easements of all oil, gas and petroleum products pipelines and of existing utilities on or adjacent to the property,
 - The location and description of all existing structures, water bodies and watercourses,
 - The areas subject to flooding based upon the regulatory flood plain boundary,
 - The names, locations and widths of all proposed streets, confirm types of streets and compliance with section 16-8-8,
 - The location and dimension of all proposed streets, drainage ways, pedestrian ways, bike paths, parks, playgrounds, public ways, or other public or private reservations,
 - All proposed lots progressively numbered and building setback lines, (This is the responsibility of the developer.)
 - Blocks progressively numbered,
 - A topographic map of the subdivided area with contour lines having two-foot contour intervals based on United States Coastal and Geodetic Survey datum,
 - Any other information as may be deemed by the Planning Commission as reasonably necessary for the full and proper consideration of the proposed subdivision,
 - Conforms to Subdivision Regulations for design and layout,
 - Connects with current and anticipated future abutting development(s),
 - Lot dimensions and shapes facilitate private use and infrastructure placement,
 - Takes advantage of existing environmental features of the property,
 - Underground Mines. The subdivider shall locate mines under a proposed subdivision and designate the location of the same on the subdivision plat. The location of the mines shall be based upon information and/or techniques which have been approved in advance by the City Engineer which are reasonably calculated to accurately locate mines and their depths.
- (i) The City Engineer may recommend that the City Council prohibit the erection of structures over the mine locations if the mines cannot be collapsed and the material compacted to City Engineer specifications or if, because of the shallow depth of the mine or its size, the mine would have the potential for cave-in. Appropriate building setbacks may be required upon the lots. The City Engineer may require other conditions to be met by the subdivider, based upon the location of the mines and any subsurface investigation reports, which would assist in preventing cave-ins under areas upon which structures may be erected.
- (ii) The City Engineer may require that any streets or utility easements which may be dedicated to the City of Jenks or the public, either not be located over mines, or the mines collapsed and compacted to City Engineer Specifications, or additional bonding requirements imposed upon the subdivider to repair or reroute streets or utility easements in the event of cave-ins under the same.
- (iii) All mine entrances shall be sealed and closed to the specifications of the City Engineer.
- (b) Additional Engineering Review Items:
- Are all lots serviced with public street access? Yes

- ☐ Are off-site access requirements and/or Limits of Access (LA/LNA) shown for driveways and streets onto an arterial street?
 - ☐ Is there conformity to INCOG's published Major Street and Highway Plan, including street names and connections to existing and/or future street? **TBD**
 - ☐ Are all lots serviced with water and are adequate easements dedicated for water? **Yes**
 - ☐ Are all lots serviced with sanitary sewer and are adequate easements dedicated for sanitary sewer? **Yes**
 - ☐ Is the detention area identified as a separate area within the plat? It may consist of one or more platted lots, a separate block, or it may be identified as a reserve area. **Yes**
 - ☐ Does the plat provide an accessway at least 20 feet wide to the required detention area? Access may be provided by frontage on a dedicated public street to the detention area. **Yes**
 - ☐ If the detention facility is approved by the City to serve areas outside the subdivision in which it is located, have the additional areas been specifically identified in the dedication? **Engineering**
 - ☐ Does the ownership and maintenance responsibility for detention facility remain with the private sector if the facility is an integral usable part of the development? In all other cases, the detention facility will be dedicated to the public and the public will be responsible for the maintenance thereof. In the event the detention facility, as a result of drainageway improvements, becomes unnecessary, the facility by action of the City of Jenks shall revert to the person firm or corporation making such dedication or his heirs, successor or assignees.
- (c) **Recommendation by the Planning Commission.** The Planning Commission shall evaluate the proposed Major Subdivision preliminary plat, and after consideration of the City Planner report, make a recommendation to the City Council to approve, approve with modifications, or deny the Major Subdivision preliminary plat based on the applicable review criteria. The Planning Commission shall transmit a report containing its recommendation to approve, approve with modifications, or deny the Major Subdivision preliminary plat to the City Council.
- (d) **Action by City Council.** The City Council shall evaluate the proposed Major Subdivision preliminary plat, and after consideration of the Planning Commission's recommendation, the City Planner report, and the applicable review criteria, may approve, approve with modifications, or deny the Major Subdivision preliminary plat in accordance with applicable state law.

RECOMMENDATION | Staff, Planning Commission, and TAC recommend conditional approval:

1. **PUD Comments (Not Complete list)**
 - a. **Comply with UDO Subdivision Standards or ask for relief.**
 - i. **Sec. 16-8-7. Circulation and Connectivity.**
 - ii. **Sec. 16-8-8. Street Design Standards.**
 - iii. **Sec. 16-8-10. Anti-Monotony Standards.**
 1. **Provide system of implementation. How are you tracking this requirement?**
 - iv. **Sec. 16-8-11. Parkland Provision.**
2. **Provide a clean copy of the PUD once it has been approved.**
3. **Full ROW to be dedicated during platting.**
4. **Add minimum square footage to the PUD.**

PLAT Comments:

- 5. Address outstanding TAC comments, none at this time.*
- 6. Provide addresses to face of plat.*
- 7. Consider comments on name/type of street.*
- 8. Review Subdivision Regulations for compliance.*

UE Closure Comments:

- 9. Staff recommends approval of requested closure and has no objection to the applicant obtaining a Judicial Vacation of the easement.*

Subdivision Statistics

SUBDIVISION CONTAINS EIGHTY (80) LOTS IN EIGHT (80) BLOCKS AND FOUR (7) RESERVE AREAS.

GROSS SUBDIVISION AREA: 1,281,216.32 SF / 29.41 ACRES

Basis of Bearings

BEARINGS ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, (3501 OK N), NORTH AMERICAN DATUM 1983 (NAD83), MEASUREMENTS SHOWN ARE GRID DISTANCES IN U.S. SURVEY FEET.

Monumentation

SET 3/8" IRON PIN W/ GREEN "FRITZ CA5848" CAP OR MAG NAIL W/ "FRITZ CA5848" WASHER AT ALL CORNERS UNLESS OTHERWISE NOTED AND SHOWN HEREON.

Benchmark

ADS CONTROL STATION NO. 582

NORTHING: 339950.32
EASTING: 2588952.54
ELEV.: 696.96' NAVD88

Addresses

ADDRESSES SHOWN ON THIS PLAT WERE ACCURATE AT THE TIME THE PLAT WAS FILED. THE ADDRESS IS SUBJECT TO CHANGE AND SHOULD NEVER BE RELIED ON IN PLACE OF THE LEGAL DESCRIPTION.

Legend

B/L -- BUILDING SETBACK LINE

IPF -- IRON PIN FOUND

IPS -- IRON PIN SET

L.N.A. -- LIMITS OF NO ACCESS

OD/E - OVERLAND DRAINAGE EASEMENT

U/E -- UTILITY EASEMENT

T.B.D -- STREET ADDRESS

Planned Unit Development No. 153

Bentley Ranch

A SUBDIVISION IN THE CITY OG JENKS, BEING A PART OF THE NORTHWEST QUARTER (NW/4) OF SECTION SEVEN (7), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF.

Owner / Developer

BRUMBLE DEVELOPMENT GROUP, LLC
P.O. BOX 1206
BIXBY, OKLAHOMA 74008
PHONE: (918) 299-0042
MR. CLINT BRUMBLE
EMAIL: clintb@thebrumblegroup.com

Surveyor

FRITZ LAND SURVEYING, LLC
2017 WEST 91ST STREET
TULSA, OKLAHOMA 74132
PHONE: (918) 231-0575
EMAIL: fritzlandsurveying@gmail.com
C.A. # 5848 EXPIRES: 6-30-2026
MR. ANDY FRITZ, PLS

Engineer

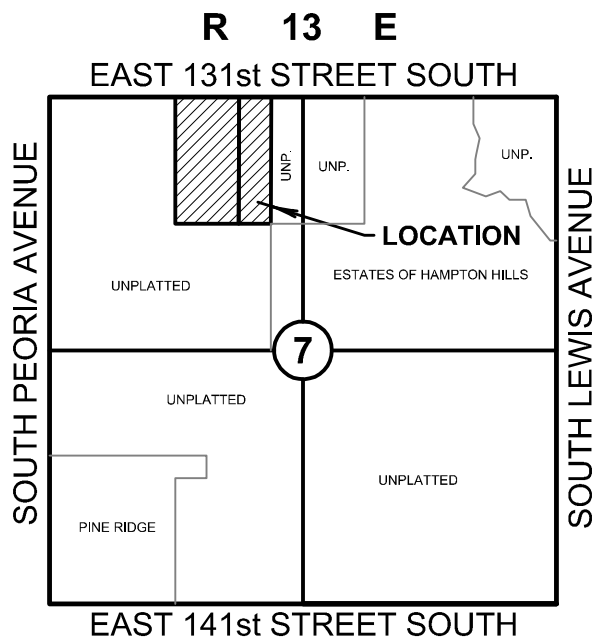
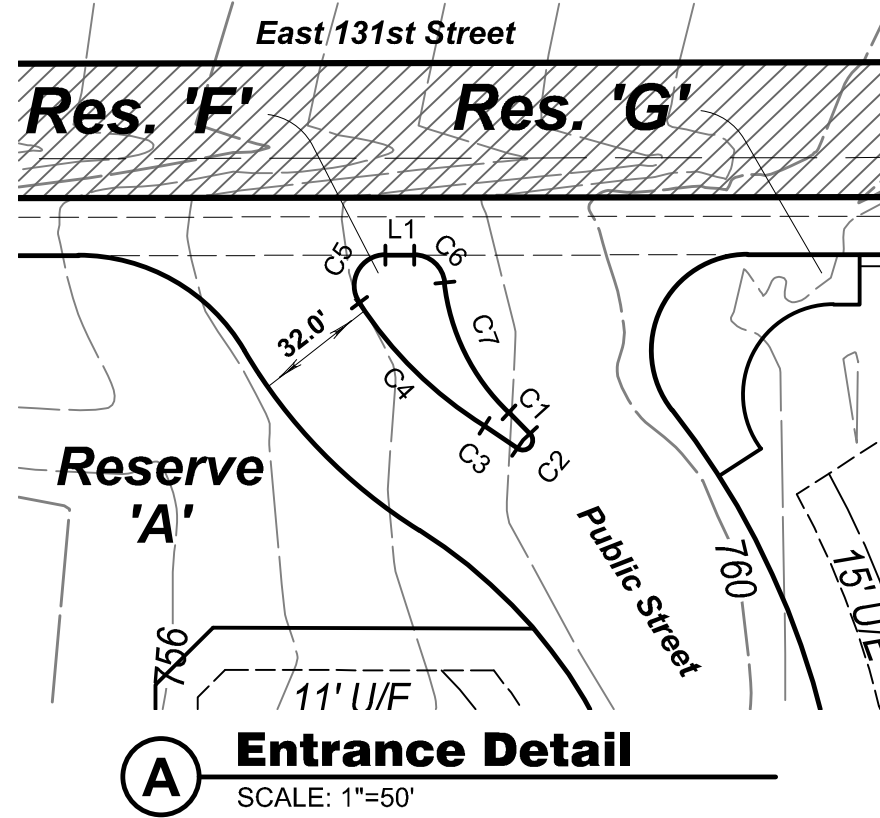
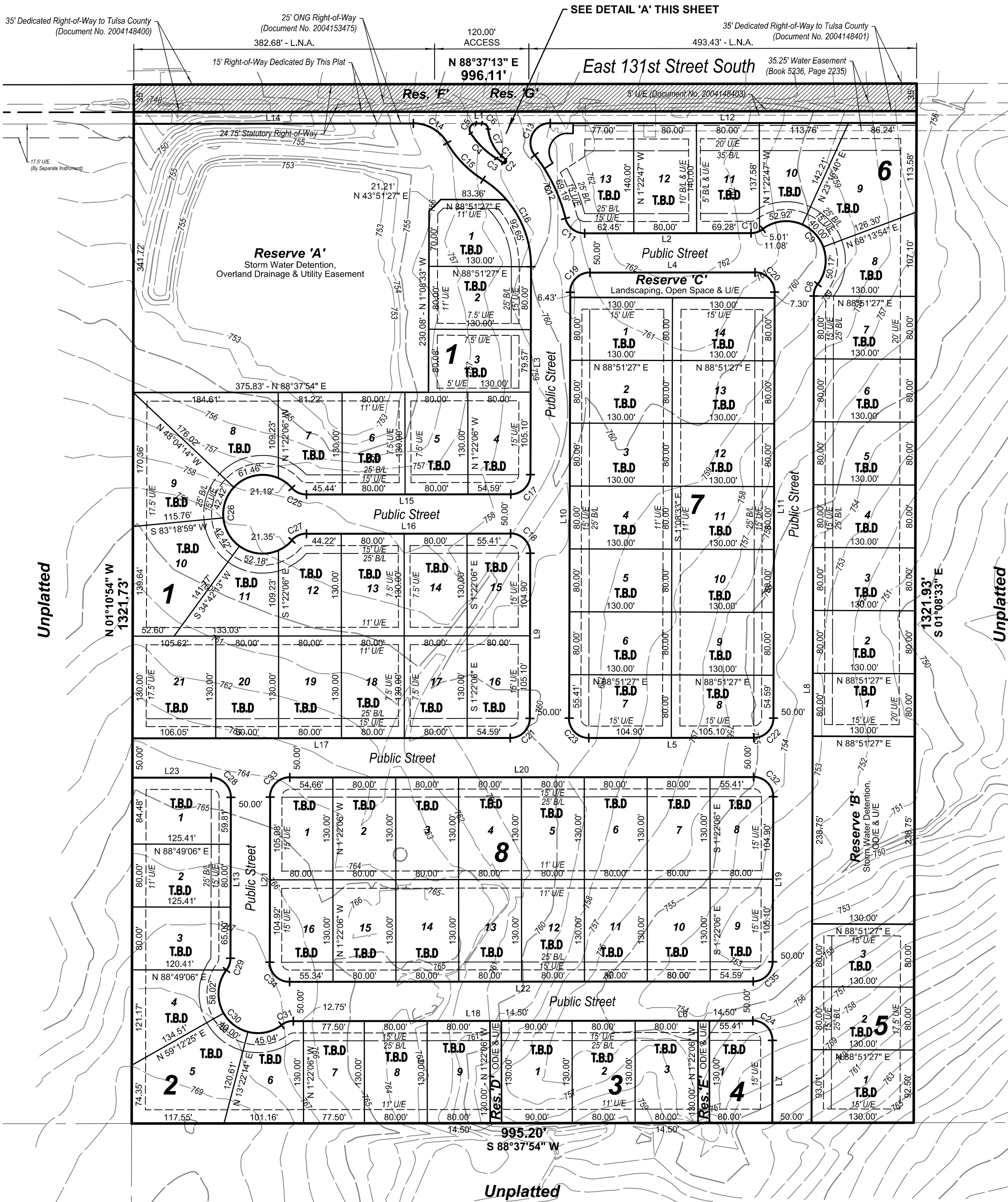
ENGINEERED BY DESIGN, PLLC
10700 MYERS LANE
CHOCTAW, OKLAHOMA 73020
PHONE: (405) 234-0980
EMAIL: ahale@engineeredbydesign.pro
C.A. # 7655 EXPIRES 6-30-2026

Curve Table

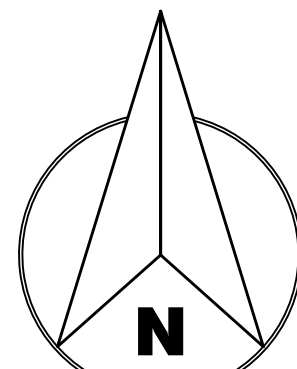
CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	7.70'	180.00'	2°27'04.79"	S 46°28'46" E	7.70'
C2	7.40'	2.50'	169°34'24.10"	S 39°33'59" W	4.98'
C3	10.34'	162.00'	3°39'22.57"	N 57°28'30" W	10.34'
C4	46.07'	105.00'	25°08'22.91"	N 46°44'00" W	45.70'
C5	17.14'	8.00'	122°47'01.65"	N 27°13'42" E	14.05'
C6	11.71'	8.00'	83°51'17.59"	S 49°27'08" E	10.69'
C7	38.54'	55.00'	40°08'48.46"	S 27°35'54" E	37.75'
C8	16.09'	25.00'	36°52'11.63"	S 17°17'33" W	15.81'
C9	143.10'	50.00'	163°58'37.09"	N 46°15'40" W	99.02'
C10	16.09'	25.00'	36°52'11.63"	N 70°11'07" E	15.81'
C11	33.29'	25.00'	76°18'00.23"	S 53°13'47" E	30.89'
C12	90.16'	212.00'	24°22'01.79"	N 27°15'48" W	89.48'
C13	55.88'	25.00'	128°04'01.56"	S 24°35'12" W	44.95'
C14	52.04'	50.00'	59°38'15.13"	N 61°33'40" W	49.73'
C15	65.90'	137.00'	27°33'39.68"	S 45°31'22" E	65.27'
C16	131.96'	130.00'	58°09'38.39"	N 30°13'22" W	126.37'
C17	39.17'	25.00'	89°46'27.75"	N 43°44'41" E	35.29'
C18	39.37'	25.00'	90°13'32.25"	N 46°15'19" W	35.42'
C19	39.17'	25.00'	89°46'27.75"	S 43°44'20" W	35.28'
C20	39.37'	25.00'	90°14'13.83"	N 46°15'40" W	35.43'
C21	39.17'	25.00'	89°46'27.75"	N 43°44'41" E	35.29'
C22	39.17'	25.00'	89°46'27.75"	N 43°44'41" E	35.29'
C23	39.37'	25.00'	90°13'32.25"	S 46°15'19" E	35.42'
C24	39.37'	25.00'	90°13'32.25"	N 46°15'19" W	35.42'
C25	21.03'	25.00'	48°11'22.87"	S 67°16'24" E	20.41'
C26	241.19'	50.00'	276°22'45.73"	S 01°22'06" E	66.67'
C27	21.03'	25.00'	48°11'22.87"	S 64°32'13" W	20.41'
C28	39.35'	25.00'	90°11'11.92"	N 46°16'30" W	35.41'
C29	16.09'	25.00'	36°52'11.63"	N 17°15'12" E	15.81'
C30	143.05'	50.00'	163°55'35.19"	S 46°16'30" E	99.02'
C31	16.09'	25.00'	36°52'11.63"	S 70°11'49" W	15.81'
C32	39.37'	25.00'	90°13'32.25"	N 46°15'19" W	35.42'
C33	39.19'	25.00'	89°48'48.08"	S 43°43'30" W	35.30'
C34	39.35'	25.00'	90°11'11.92"	S 46°16'30" E	35.41'
C35	39.17'	25.00'	89°46'27.75"	N 43°44'41" E	35.29'

Line Table

LINE	BEARING	DISTANCE
L1	N 88°37'13" E	7.55'
L2	N 88°37'13" E	211.73'
L3	N 01°08'33" W	264.67'
L4	S 88°37'13" W	210.00'
L5	N 88°37'54" E	210.00'
L6	S 88°37'54" W	127.15'
L7	N 01°08'33" W	104.90'
L8	S 01°08'33" E	1051.76'
L9	N 01°08'33" W	210.00'
L10	S 01°08'33" E	541.84'
L11	N 01°08'33" W	541.89'
L12	S 88°37'13" W	466.13'
L13	N 01°10'54" W	204.81'
L14	S 88°37'13" W	355.75'
L15	N 88°37'54" E	260.02'
L16	S 88°37'54" W	259.63'
L17	N 88°37'54" E	480.63'
L18	S 88°37'54" W	457.52'
L19	N 01°08'33" W	210.00'
L20	S 88°37'54" W	590.07'
L21	S 01°10'54" E	210.00'
L22	N 88°37'54" E	589.93'
L23	S 88°37'54" W	100.33'



Location Map
SCALE: 1"=2000'



Scale: 1" = 100'
0 50 100 200

FINAL PLAT

CERTIFICATE OF APPROVAL

I HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE JENKS CITY COUNCIL ON

MAYOR - VICE MAYOR

THIS APPROVAL IS VOID IF THE ABOVE SIGNATURE IS NOT ENDORSED BY THE CITY MANAGER.

CITY MANAGER

STATE OF OKLAHOMA)
COUNTY OF TULSA)

I, MICHAEL WILLIS, TULSA COUNTY CLERK, IN A FOR THE COUNTY AND STATE ABOVE NAMED, DO HEREBY CERTIFY THAT THE FORGOING IS A TRUE AND CORRECT COPY OF A LIKE INSTRUMENT NOW ON FILE IN MY OFFICE.

DATED THE _____ DAY OF _____, 2025
MICHAEL WILLIS, TULSA COUNTY CLERK

DEPUTY

PRELIMINARY
PLAT

COUNTY TREASURER STAMP

Deed of Dedication & Restrictive Covenants

BENTLEY RANCH
Planned Unit Development No. 153

KNOW ALL MEN BY THESE PRESENTS:

BRUMBLE DEVELOPMENT GROUP, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, HEREINAFTER REFERRED TO AS THE OWNER/DEVELOPER, IS THE OWNER OF THE FOLLOWING DESCRIBED LAND IN THE CITY OF JENKS, TULSA COUNTY, STATE OF OKLAHOMA, TO-WIT;

A TRACT OF LAND THAT IS PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER (NE/4 NW/4) OF SECTION SEVEN (7), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF THE NW/4 OF SAID SECTION 7; THENCE SOUTH 88°37'13" WEST ALONG THE NORTH LINE THEREOF 332.03 FEET; THENCE SOUTH 01°08'33" EAST 35.00 FEET TO THE CURRENT SOUTHERLY RIGHT-OF-WAY LINE OF EAST 131st STREET SOUTH AND THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 01°08'33" EAST 1286.93 FEET TO THE SOUTH LINE OF THE NE/4 OF THE NW/4 OF SAID SECTION 7; THENCE SOUTH 88°37'54" WEST ALONG SAID SOUTH LINE 995.20 FEET TO THE SOUTHWEST CORNER OF THE NE/4 OF THE NW/4 OF SAID SECTION 7; THENCE NORTH 01°10'54" WEST ALONG THE WEST LINE THEREOF 1286.73 FEET TO A POINT ON THE CURRENT SOUTHERLY RIGHT-OF-WAY LINE OF EAST 131st STREET SOUTH; THENCE NORTH 88°37'13" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND PARALLEL WITH THE NORTH LINE OF THE NW/4 OF SAID SECTION 7 A DISTANCE OF 996.08 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 1,281,216.32 SQ. FEET OR 29.41 ACRES.

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

AND HAS CAUSED THE ABOVE DESCRIBED TRACT OF LAND TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO LOTS, BLOCKS, RESERVE AREAS, AND PRIVATE STREETS, IN CONFORMITY WITH THE ACCOMPANYING PLAT, AND HAS DESIGNATED THE SUBDIVISION AS "BENTLEY RANCH", A SUBDIVISION IN THE CITY OF JENKS, TULSA COUNTY, STATE OF OKLAHOMA.

SECTION I. STREETS, EASEMENTS AND UTILITIES

A. STREETS UTILITY EASEMENTS

THE OWNER/DEVELOPER DOES HEREBY DEDICATE TO THE PUBLIC THE PUBLIC STREETS AND UTILITY EASEMENTS DESIGNATED AS "U/E" OR "UTILITY EASEMENT" FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REPLACING, AND/OR REMOVING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM SEWERS, SANITARY SEWERS, TELEPHONE AND COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, WATER LINES, AND CABLE TELEVISION LINES, TOGETHER WITH ALL FITTINGS, INCLUDING THE POLES, WIRES, CONDUITS, PIPES, VALVES, METERS, AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND ANY OTHER APPURTENANCES THERETO, WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES AFORESAID, PROVIDED HOWEVER, THE OWNER/DEVELOPER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND RE-LAY WATER LINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING AND RELAYING OVER, ACROSS AND ALONG ALL OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER AND/OR SEWER SERVICES TO THE AREA INCLUDED IN THE PLAT. THE OWNER/DEVELOPER HEREIN IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON EACH LOT OWNER AND SHALL BE ENFORCEABLE BY THE CITY OF JENKS, OKLAHOMA, AND BY THE SUPPLIER OF ANY AFFECTED UTILITY SERVICE, THAT WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, NO BUILDING, STRUCTURE OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION THAT INTERFERES WITH THE ABOVE SET FORTH USES AND PURPOSES OF AN EASEMENT SHALL BE PLACED, ERECTED, INSTALLED OR MAINTAINED, PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING, LANDSCAPING AND CUSTOMARY SCREENING FENCES AND WALLS THAT DO NOT CONSTITUTE AN OBSTRUCTION.

B. UNDERGROUND SERVICE

- OVERHEAD POLES MAY BE LOCATED ALONG THE NORTH PERIMETER OF THE SUBDIVISION AS NECESSARY IF LOCATED IN UTILITY EASEMENTS FOR THE PURPOSE OF THE SUPPLY OF UNDERGROUND SERVICE. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY UNDERGROUND CABLE, AND EXCEPT AS PROVIDED IN THE IMMEDIATELY PRECEDING SENTENCE, ALL ELECTRIC AND COMMUNICATION SUPPLY LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENT-WAYS RESERVED FOR GENERAL UTILITY SERVICES AND STREETS, SHOWN ON THE ATTACHED PLAT.
- ALL SUPPLY LINES IN THE SUBDIVISION INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENTS RESERVED FOR GENERAL UTILITY SERVICES AND STREETS SHOWN ON THE PLAT OF THE SUBDIVISION. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE SAID UTILITY EASEMENTS.
- UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WHICH MAY BE LOCATED ON ALL LOTS IN THE SUBDIVISION MAY BE RUN FROM THE NEAREST GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE AS MAY BE LOCATED UPON EACH SAID LOT, PROVIDED THAT UPON THE INSTALLATION OF SUCH A SERVICE CABLE OR GAS SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT AND EFFECTIVE EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE, EXTENDING FROM THE SERVICE PEDESTAL, TRANSFORMER OR GAS MAIN TO THE SERVICE ENTRANCE ON THE STRUCTURE OR A POINT OF METERING.
- THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICES, THROUGH ITS AUTHORIZED AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL SUCH EASEMENTS SHOWN ON THE PLAT OF THE SUBDIVISION OR PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF THE UNDERGROUND ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICE FACILITIES SO INSTALLED BY IT. THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION ALSO RESERVE THE PERPETUAL RIGHT, PRIVILEGE, AND AUTHORITY TO CUT DOWN, TRIM, OR TREAT ANY TREES AND UNDERGROWTH ON SAID EASEMENT.

5. THE OWNER OF EACH LOT IN THE SUBDIVISION SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UNDERGROUND FACILITIES LOCATED ON HIS PROPERTY AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES. THE SUPPLIER OF SERVICE WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE OWNER OF EACH LOT IN THE SUBDIVISION WILL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS. THE FOREGOING COVENANTS CONCERNING UNDERGROUND FACILITIES SHALL BE ENFORCEABLE BY THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICES.

6. OKLAHOMA NATURAL GAS'S EASEMENT RECORDED IN DOCUMENT NO. 2004153475 SHALL REMAIN IN FULL FORCE AND EFFECT. OKLAHOMA NATURAL GAS'S EASEMENT PRE-DATES THE RIGHT-OF-WAY DEDICATION IN THIS PLAT AND MAY PROHIBIT OR LIMIT CERTAIN USES OF OKLAHOMA NATURAL GAS'S RIGHT-OF-WAY, INCLUDING PAVING, OTHER UTILITY LINES, AND PERMANENT STRUCTURES, WITHOUT OKLAHOMA NATURAL GAS'S PRIOR WRITTEN CONSENT.

C. WATER MAINS, SANITARY SEWERS, AND STORM SEWER SERVICES

- THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS IN THIS ADDITION.
- WITHIN THE UTILITY EASEMENT AREAS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN, SANITARY SEWER MAIN, OR STORM SEWER MAIN, OR ANY CONSTRUCTION ACTIVITY WHICH WOULD, IN THE JUDGMENT OF THE CITY OF JENKS, INTERFERE WITH PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS SHALL BE PROHIBITED.
- THE CITY OF JENKS, OKLAHOMA, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, HIS AGENTS OR CONTRACTORS.
- THE CITY OF JENKS, OKLAHOMA, OR ITS SUCCESSORS, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, OR OTHERWISE PROVIDED FOR IN THE DEED OF DEDICATION, FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING, OR REPLACING ANY PORTION OF UNDERGROUND WATER, SANITARY SEWER OR STORM SEWER FACILITIES.

5. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY THE CITY OF JENKS, OKLAHOMA, OR ITS SUCCESSORS, AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

D. SURFACE DRAINAGE

EACH LOT DEPICTED ON THE PLAT OF BENTLEY RANCH, SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION AND FROM STREETS AND EASEMENTS. NO LOT OWNER(S), SHALL CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY FENCING OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS ANY LOT. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND BY THE CITY OF JENKS, OKLAHOMA.

E. PAVING AND LANDSCAPING WITHIN EASEMENT

THE OWNER OF THE LOT AFFECTED SHALL BE RESPONSIBLE FOR THE REPAIR OF DAMAGE TO LANDSCAPING AND PAVING OCCASIONED BY NECESSARY PLACEMENTS, REPLACEMENTS, OR MAINTENANCE OF WATER, SEWER, STORM SEWER, NATURAL GAS, COMMUNICATION, CABLE TELEVISION, OR ELECTRIC FACILITIES WITHIN THE UTILITY EASEMENT AREAS DEPICTED UPON THE ACCOMPANYING PLAT, PROVIDED HOWEVER, THE CITY OF JENKS, OKLAHOMA OR THE SUPPLIER OF THE UTILITY SERVICE SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.

F. OVERLAND DRAINAGE EASEMENTS

- OVERLAND DRAINAGE EASEMENTS DESIGNATED ON THE PLAT ARE HEREBY DEDICATED TO THE CITY OF JENKS OR IT'S SUCCESSORS FOR THE PURPOSE OF MAINTAINING, CONSTRUCTING OR REPAIRING ALL DRAINAGE FACILITIES WITHIN THESE EASEMENTS MAY BE USED FOR UTILITIES ACCORDING TO THE PROVISIONS IN THE CERTIFICATE OF DEDICATION AS IT APPLIES TO EASEMENTS, EXCEPT THAT CONSTRUCTION AND USE OF UTILITIES THEREIN SHALL NOT INTERFERE WITH THE USE FOR DRAINAGE PURPOSES.
- NO BUILDING STRUCTURE, WALL, FENCE, OR ABOVE OR BELOW GROUND OBSTRUCTIONS SHALL BE CONSTRUCTED OR PLACED WITHIN ANY DRAINAGE EASEMENT WITHOUT APPROVAL OF THE CITY OF JENKS.
- THE OWNER OF EACH LOT UPON WHICH A DRAINAGE EASEMENT IS SITUATED SHALL BE SOLELY RESPONSIBLE FOR THE MAINTENANCE OF ANY SAID EASEMENT WHICH TRAVERSES THEIR RESPECTIVE PROPERTY.

4. IN THE EVENT OWNER SHOULD FAIL TO PROPERLY MAINTAIN THE DRAINAGE FACILITIES OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION WITHIN, OR THE ALTERATION OF THE CONTOUR THEREIN, THE CITY OF JENKS OR IT'S DESIGNATED CONTRACTOR MAY ENTER AND PERFORM MAINTENANCE NECESSARY TO THE ACHIEVEMENT OF THE INTENDED DRAINAGE FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION OR CORRECT BY THE OWNER, OR THE HOMEOWNER'S ASSOCIATION. IN THE COST THEREOF SHALL BE PAID BY THE OWNER, OR THE HOMEOWNER'S ASSOCIATION. IN THE EVENT OWNER OR THE HOMEOWNER'S ASSOCIATION, AS THE CASE MAY BE, FAILS TO PAY THE COST OF MAINTENANCE AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, THE CITY OF JENKS, MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS, AND THEREAFTER FILE A LIEN AGAINST THE SUBJECT LOT, SUCH LIEN, HOWEVER, SHALL BE SUBORDINATE TO THE LIEN OF ANY FIRST MORTGAGE. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF JENKS.

G. STORM WATER DETENTION EASEMENT

- THE OWNER/DEVELOPER DOES HEREBY GRANT AND ESTABLISH A PERPETUAL EASEMENT ON, OVER AND ACROSS RESERVE 'A' AND RESERVE 'B' (HEREINAFTER REFERRED TO AS THE "DETENTION EASEMENT AREA") FOR THE PURPOSES OF PERMITTING THE FLOW, CONVEYANCE, DETENTION AND DISCHARGE OF STORM WATER RUNOFF FROM THE VARIOUS LOTS WITHIN THE SUBDIVISION.
- DETENTION AND OTHER DRAINAGE FACILITIES CONSTRUCTED WITHIN THE DETENTION EASEMENT AREAS SHALL BE IN ACCORDANCE WITH STANDARDS AND SPECIFICATIONS APPROVED BY THE CITY OF JENKS, OKLAHOMA.

3. DETENTION AND OTHER DRAINAGE FACILITIES SHALL BE MAINTAINED BY THE HOMEOWNERS' ASSOCIATION (TO BE FORMED PURSUANT TO SECTION III) TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE AND DETENTION FUNCTIONS INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION. THE HOMEOWNERS' ASSOCIATION SHALL PROVIDE ROUTINE AND CUSTOMARY GROUNDS MAINTENANCE WITHIN THE DETENTION EASEMENT AREAS WHICH SHALL BE IN ACCORDANCE WITH THE FOLLOWING STANDARDS:

- THE DETENTION EASEMENT AREAS SHALL BE KEPT FREE OF LITTER.

- THE DETENTION EASEMENT AREAS SHALL BE MOWED DURING THE GROWING SEASON AT INTERVALS NOT EXCEEDING 4 WEEKS.

4. IN THE EVENT THE HOMEOWNERS' ASSOCIATION SHOULD FAIL TO PROPERLY MAINTAIN THE DETENTION EASEMENT AREAS AS ABOVE PROVIDED, THE CITY OF JENKS, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR MAY ENTER THE DETENTION EASEMENT AREAS AND PERFORM SUCH MAINTENANCE, AND THE COST THEREOF SHALL BE PAID BY THE HOMEOWNERS' ASSOCIATION.

5. IN THE EVENT THE HOMEOWNERS' ASSOCIATION, AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, FAILS TO PAY THE COST OF MAINTENANCE AS ABOVE SET FORTH, THE CITY OF JENKS, OKLAHOMA MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST EACH RESIDENTIAL LOT WITHIN THE SUBDIVISION, PROVIDED HOWEVER, THE LIEN AGAINST EACH RESIDENTIAL LOT SHALL BE LIMITED TO ITS PROPORTIONATE SHARE OF THE COSTS.

6. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF JENKS, OKLAHOMA.

H. RESERVE 'A'

THE USE OF RESERVE 'A' SHALL BE LIMITED TO USE AS STORM WATER DETENTION, OVERLAND DRAINAGE EASEMENT, UTILITY EASEMENT, MAINTENANCE ACCESS, PEDESTRIAN BRIDGE, OPEN SPACE, SIDEWALKS, JOGGING TRAILS, AND LANDSCAPING AND IS RESERVED FOR SUBSEQUENT CONVEYANCE TO THE HOMEOWNERS' ASSOCIATION, AS SET FORTH WITHIN SECTION III, TO BE FORMED FOR THE PURPOSES OF THE ADMINISTRATION AND MAINTENANCE OF THE COMMON AREAS OF THE SUBDIVISION.

I. RESERVE 'B'

THE USE OF RESERVE 'B' SHALL BE LIMITED TO USE AS STORM WATER DETENTION, OVERLAND DRAINAGE EASEMENT, UTILITY EASEMENT, MAINTENANCE ACCESS, OPEN SPACE, SIDEWALKS, AND LANDSCAPING AND IS RESERVED FOR SUBSEQUENT CONVEYANCE TO THE HOMEOWNERS' ASSOCIATION, AS SET FORTH WITHIN SECTION III, TO BE FORMED FOR THE PURPOSES OF THE ADMINISTRATION AND MAINTENANCE OF THE COMMON AREAS OF THE SUBDIVISION.

J. RESERVE 'C'

THE USE OF RESERVE 'C' SHALL BE LIMITED TO USE AS UTILITY EASEMENTS, LANDSCAPING, SIDEWALKS AND IS RESERVED FOR SUBSEQUENT CONVEYANCE TO THE HOMEOWNERS' ASSOCIATION, AS SET FORTH WITHIN SECTION III, TO BE FORMED FOR THE PURPOSES OF THE ADMINISTRATION AND MAINTENANCE OF THE COMMON AREAS OF THE SUBDIVISION.

K. RESERVE 'D' AND 'E'

THE USE OF RESERVE 'D' AND RESERVE 'E' SHALL BE LIMITED TO USE AS OVERLAND DRAINAGE EASEMENT, UTILITY EASEMENTS, AND LANDSCAPING AND ARE RESERVED FOR SUBSEQUENT CONVEYANCE TO THE HOMEOWNERS' ASSOCIATION, AS SET FORTH WITHIN SECTION III, TO BE FORMED FOR THE PURPOSES OF THE ADMINISTRATION AND MAINTENANCE OF THE COMMON AREAS OF THE SUBDIVISION.

L. RESERVE 'F' AND 'G'

THE USE OF RESERVE 'F' AND 'G' SHALL BE LIMITED TO USE AS UTILITY EASEMENTS, LANDSCAPING, FENCES, ENTRY FEATURES INCLUDING SUBDIVISION IDENTIFICATION SIGNS, AND ARE RESERVED FOR SUBSEQUENT CONVEYANCE TO THE HOMEOWNERS' ASSOCIATION, AS SET FORTH WITHIN SECTION III, TO BE FORMED FOR THE PURPOSES OF THE ADMINISTRATION AND MAINTENANCE OF THE COMMON AREAS OF THE SUBDIVISION.

M. LOT SALES

NO LOT CREATED BY THIS PLAT SHALL BE SOLD, TRANSFERRED OR OTHERWISE RELINQUISHED BY THE OWNER/DEVELOPER UNTIL THE INFRASTRUCTURE AND DEVELOPMENT REQUIREMENTS LISTED AND DESCRIBED IN THIS SECTION I HAVE BEEN COMPLETED.

N. LIMITS OF NO ACCESS

THE UNDERSIGNED OWNER/DEVELOPER HEREBY RELINQUISHES RIGHTS OF VEHICULAR INGRESS OR EGRESS FROM ANY PORTION OF THE PROPERTY ADJACENT TO THE BOUNDS DESIGNATED AS "LIMITS OF NO ACCESS" (L.N.A.) ON THE ACCOMPANYING PLAT, WHICH "LIMITS OF NO ACCESS" MAY BE AMENDED OR RELEASED BY THE CITY OF JENKS, OKLAHOMA, OR ITS SUCCESSOR, OR AS OTHERWISE PROVIDED BY THE STATUTES AND LAWS OF THE STATE OF OKLAHOMA. LIMITS OF NO ACCESS SHALL BE ENFORCEABLE BY THE CITY OF JENKS, OKLAHOMA.

SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS, BENTLEY RANCH WAS SUBMITTED AS A PLANNED UNIT DEVELOPMENT (DESIGNATED AS PUD 153) AS PROVIDED WITHIN THE PROVISIONS OF THE JENKS ZONING CODE PERTAINING TO PLANNED UNIT DEVELOPMENTS, AND

WHEREAS, PUD 153 WAS AFFIRMATIVELY RECOMMENDED BY THE JENKS PLANNING COMMISSION ON JUNE 5, 2025 AND APPROVED BY THE CITY COUNCIL OF THE CITY OF JENKS, STATE OF OKLAHOMA, ON JUNE 17, 2025, THE IMPLEMENTING ORDINANCE NO. 1670 BEING ADOPTED AND PUBLISHED ON JUNE 17, 2025, AND

WHEREAS, THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE JENKS ZONING CODE REQUIRE THE ESTABLISHMENT OF COVENANTS OF RECORD, INURING TO AND ENFORCEABLE BY THE CITY OF JENKS, STATE OF OKLAHOMA, SUFFICIENT TO ASSURE THE IMPLEMENTATION AND CONTINUED COMPLIANCE WITH THE APPROVED PLANNED UNIT DEVELOPMENT, AND

WHEREAS, THE OWNER/DEVELOPER DESIRES TO ESTABLISH RESTRICTIONS FOR THE PURPOSE OF PROVIDING FOR AN ORDERLY DEVELOPMENT AND TO INSURE ADEQUATE RESTRICTIONS FOR THE MUTUAL BENEFIT OF THE OWNER/DEVELOPER, ITS SUCCESSORS AND ASSIGNS, AND THE CITY OF JENKS, STATE OF OKLAHOMA.

SECTION III. HOMEOWNERS ASSOCIATION

A. FORMATION OF HOMEOWNERS' ASSOCIATION

A HOMEOWNERS' ASSOCIATION, KNOWN AS 'BENTLEY RANCH ASSOCIATION', AN OKLAHOMA NOT-FOR-PROFIT CORPORATION, HAS BEEN OR SHALL BE ESTABLISHED PURSUANT TO 60 O.S. 1991, § 851, ET SEQ., TO MAINTAIN THE RESERVE AREAS IN THE SUBDIVISION AND FOR SUCH OTHER PURPOSES AS SHALL BE DEEMED ADVISABLE. ALL LAWFUL ACTS, IF ANY, OF BENTLEY RANCH ASSOCIATION (THE 'ASSOCIATION'), MADE UNDER AND PURSUANT TO ITS CERTIFICATE OF INCORPORATION AND BY-LAWS SHALL BE BINDING UPON THE LOTS CONTAINED IN THE ADDITION AND THE OWNERS THEREOF. MEMBERSHIP IN THE ASSOCIATION SHALL CONSIST OF ALL OWNERS OF LOTS IN THE ADDITION AND ALL OWNERS OF SUCH ADDITIONAL PROPERTY DESIGNATED BY THE DEVELOPER.

B. MEMBERSHIP

EVERY PERSON OR ENTITY WHO IS A RECORD OWNER OF THE FEE INTEREST OF A LOT SHALL BE A MEMBER OF THE HOMEOWNERS' ASSOCIATION. MEMBERSHIP SHALL BE APPURTENANT TO AND MAY NOT BE SEPARATED FROM THE OWNERSHIP OF A LOT.

C. ASSESSMENT

EACH RECORD OWNER OF A LOT SHALL BE SUBJECT TO ASSESSMENT BY THE HOMEOWNERS' ASSOCIATION FOR THE PURPOSES OF IMPROVEMENT AND MAINTENANCE OF THE STORM WATER DETENTION FACILITIES, RESERVE AREAS AND OTHER COMMON AREAS, ALL AS MORE PARTICULARLY PROVIDED IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF BENTLEY RANCH AND THE BYLAWS OF THE ASSOCIATION.

D. REQUIRED MOWING OF VACANT LOTS

THE BENTLEY RANCH HOMEOWNERS' ASSOCIATION SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO MOW ANY VACANT LOT WITHIN THE OVERALL BENTLEY RANCH DEVELOPMENT COMMUNITY AFTER COMPLETION OF A 10 DAY NOTICE PERIOD TO THE LOT OWNER BY THE CITY OF JENKS CODE ENFORCEMENT DEPARTMENT THAT EFFECTIVELY STATES THAT SAID LOT IS IN VIOLATION OF SECTION 13-1-13, ABATEMENT OF WEEDS AND TRASH OF THE JENKS CITY CODE. THE BENTLEY RANCH HOMEOWNERS' ASSOCIATION SHALL HAVE THE RIGHT TO ADD COSTS OF SAID MOWING TO SAID LOT OWNER'S HOMEOWNERS' ASSOCIATION DUES TO BE COLLECTED IN ACCORDANCE WITH SUBSECTION III.C OF THIS SECTION.

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 OWNERS, THEIR SUCCESSORS AND ASSIGNS. WITHIN THE PROVISIONS OF SECTION I. STREETS, EASEMENTS AND UTILITIES, AND SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS, 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 THE OWNERS OF THE LOTS WITHIN BENTLEY RANCH AND THE CITY OF JENKS AND SHALL BE ENFORCEABLE BY THE CITY OF JENKS, OKLAHOMA. IF THE UNDERSIGNED OWNER/DEVELOPER, OR ITS SUCCESSORS OR ASSIGNS OR OWNERS OF ANY LOTS WITHIN BENTLEY RANCH SHALL VIOLATE ANY OF THE COVENANTS HEREIN, IT SHALL BE LAWFUL FOR THE CITY OF JENKS, ANY OWNER OF A LOT OR A HOMEOWNERS' ASSOCIATION FORMED FOR THIS SUBDIVISION 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 A HOMEOWNERS ASSOCIATION OR AN OWNER OF A LOT WHICH ACTION SEEKS TO ENFORCE THE COVENANTS OR RESTRICTIONS 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 RESTRICTIONS, 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 THIS DEED OF DEDICATION UNLESS TERMINATED OR AMENDED HEREINAFTER PROVIDED.

C. AMENDMENT

THE COVENANTS CONTAINED WITHIN SECTION I. STREETS, EASEMENTS AND UTILITIES MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER OF THE LAND TO WHICH THE AMENDMENT OR TERMINATION 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 II, PLANNED UNIT DEVELOPMENT RESTRICTIONS, MAY BE AMENDED AT ANY TIME WITH 75 PERCENT AGREEMENT OF ALL OWNERSHIP IN BENTLEY RANCH AND APPROVAL BY THE CITY OF JENKS PLANNING COMMISSION AND JENKS CITY COUNCIL.

D. SEVERABILITY

INVALIDATION OF ANY RESTRICTION SET FORTH HEREIN OR ANY PART THEREOF, BY AN ORDER, JUDGMENT, OR DECREE OF ANY COURT, OR OTHERWISE, SHALL NOT INVALIDATE OR AFFECT ANY OF THE OTHER RESTRICTIONS OR ANY PART THEREOF AS SET FORTH HEREIN, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

CERTIFICATE OF OWNERSHIP

IN WITNESS WHEREOF: BRUMBLE DEVELOPMENT GROUP, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, HAS EXECUTED THIS INSTRUMENT THIS _____ DAY OF _____, 2025.

BRUBMLE DEVELOPMENT GROUP, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY

BY: _____
CLINT BRUMBLE, MANAGING MEMBER

STATE OF OKLAHOMA)
) SS.
COUNTY OF TULSA)

BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, ON THIS _____ DAY OF _____, 2025, PERSONALLY APPEARED CLINT BRUMBLE TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME, AS ITS MANAGING MEMBER, THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED, AND AS THE FREE AND VOLUNTARY ACT AND DEED OF SAID OKLAHOMA LIMITED LIABILITY COMPANY, FOR THE USES AND PURPOSE THEREIN SET FORTH.

NOTARY PUBLIC
MY COMMISSION EXPIRES:
MY COMMISSION NUMBER:

CERTIFICATE OF SURVEY

I, ANDY FRITZ, OF FRITZ LAND SURVEYING, LLC, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA UNDER CERTIFICATE OF AUTHORIZATION #5848, DO HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, SUBDIVIDED, AND PLATTED THE TRACT OF LAND DESCRIBED ABOVE, AND THAT THE ACCOMPANYING PLAT DESIGNATED HEREIN AS "BENTLEY RANCH", A SUBDIVISION IN THE CITY OF JENKS, TULSA COUNTY, STATE OF OKLAHOMA, IS A TRUE REPRESENTATION OF THE SURVEY MADE ON THE GROUND USING GENERALLY ACCEPTED PRACTICES, AND MEETS OR EXCEEDS THE MINIMUM TECHNICAL STANDARDS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

ANDY FRITZ
LICENSED PROFESSIONAL LAND SURVEYOR
OKLAHOMA NO. 1694



STATE OF OKLAHOMA)
) SS.
COUNTY OF TULSA)

BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, ON THIS _____ DAY OF _____, 2025, PERSONALLY APPEARED ANDY FRITZ TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME, AS ITS MANAGER, THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED, AND AS THE FREE AND VOLUNTARY ACT AND DEED OF SAID OKLAHOMA LIMITED LIABILITY COMPANY, FOR THE USES AND PURPOSE THEREIN SET FORTH.

JENNIFER FRITZ
MY COMMISSION EXPIRES: 6/23/2026
MY COMMISSION NUMBER: 14005589



PRELIMINARY
PLAT

Subdivision Statistics

SUBDIVISION CONTAINS EIGHTY (80) LOTS IN EIGHT (8) BLOCKS AND FOUR (7) RESERVE AREAS.

GROSS SUBDIVISION AREA: 1,281,216.32 SF / 29.41 ACRES

Basis of Bearings

BEARINGS ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, (3501 OK N), NORTH AMERICAN DATUM 1983 (NAD83), MEASUREMENTS SHOWN ARE GRID DISTANCES IN U.S. SURVEY FEET.

Monumentation

SET 3/8" IRON PIN W/ GREEN "FRITZ CA5848" CAP OR MAG NAIL W/ "FRITZ CA5848" WASHER AT ALL CORNERS UNLESS OTHERWISE NOTED AND SHOWN HEREON.

Benchmark

ADS CONTROL STATION NO. 582

NORTHING: 339950.32
EASTING: 2588952.54
ELEV.: 696.96' NAVD88

Addresses

ADDRESSES SHOWN ON THIS PLAT WERE ACCURATE AT THE TIME THE PLAT WAS FILED. THE ADDRESS IS SUBJECT TO CHANGE AND SHOULD NEVER BE RELIED ON IN PLACE OF THE LEGAL DESCRIPTION.

Legend

B/L -- BUILDING SETBACK LINE

IPF -- IRON PIN FOUND

IPS -- IRON PIN SET

L.N.A. -- LIMITS OF NO ACCESS

OD/E - OVERLAND DRAINAGE EASEMENT

U/E -- UTILITY EASEMENT

T.B.D. -- STREET ADDRESS

Planned Unit Development No. 153

Bentley Ranch

A SUBDIVISION IN THE CITY OF JENKS, BEING A PART OF THE NORTHWEST QUARTER (NW/4) OF SECTION SEVEN (7), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF.

Owner / Developer

BRUMBLE DEVELOPMENT GROUP, LLC
P.O. BOX 1206
BIXBY, OKLAHOMA 74008
PHONE: (918) 299-0042
MR. CLINT BRUMBLE
EMAIL: clintb@thebrumblegroup.com

Surveyor

FRITZ LAND SURVEYING, LLC
2017 WEST 91ST STREET
TULSA, OKLAHOMA 74132
PHONE: (918) 231-0575
EMAIL: fritzlandsurveying@gmail.com
C.A. # 5848 EXPIRES: 6-30-2026
MR. ANDY FRITZ, PLS

Engineer

ENGINEERED BY DESIGN, PLLC
10700 MYERS LANE
CHOCTAW, OKLAHOMA 73020
PHONE: (405) 234-0980
EMAIL: ahale@engineeredbydesign.pro
C.A. # 7655 EXPIRES 6-30-2026

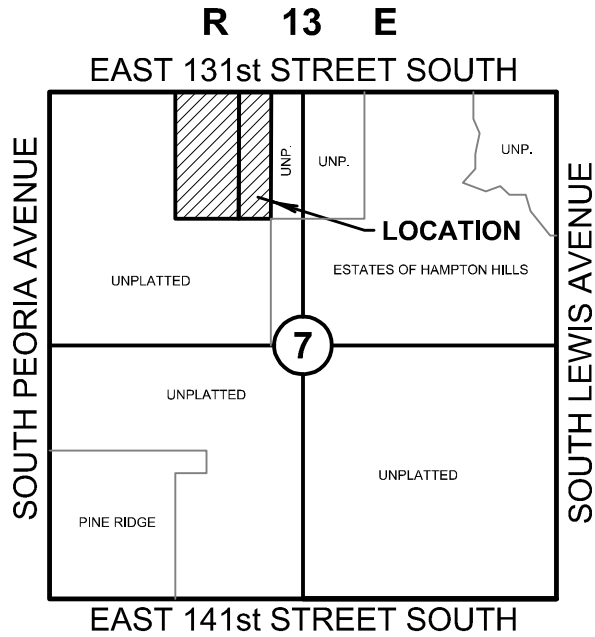
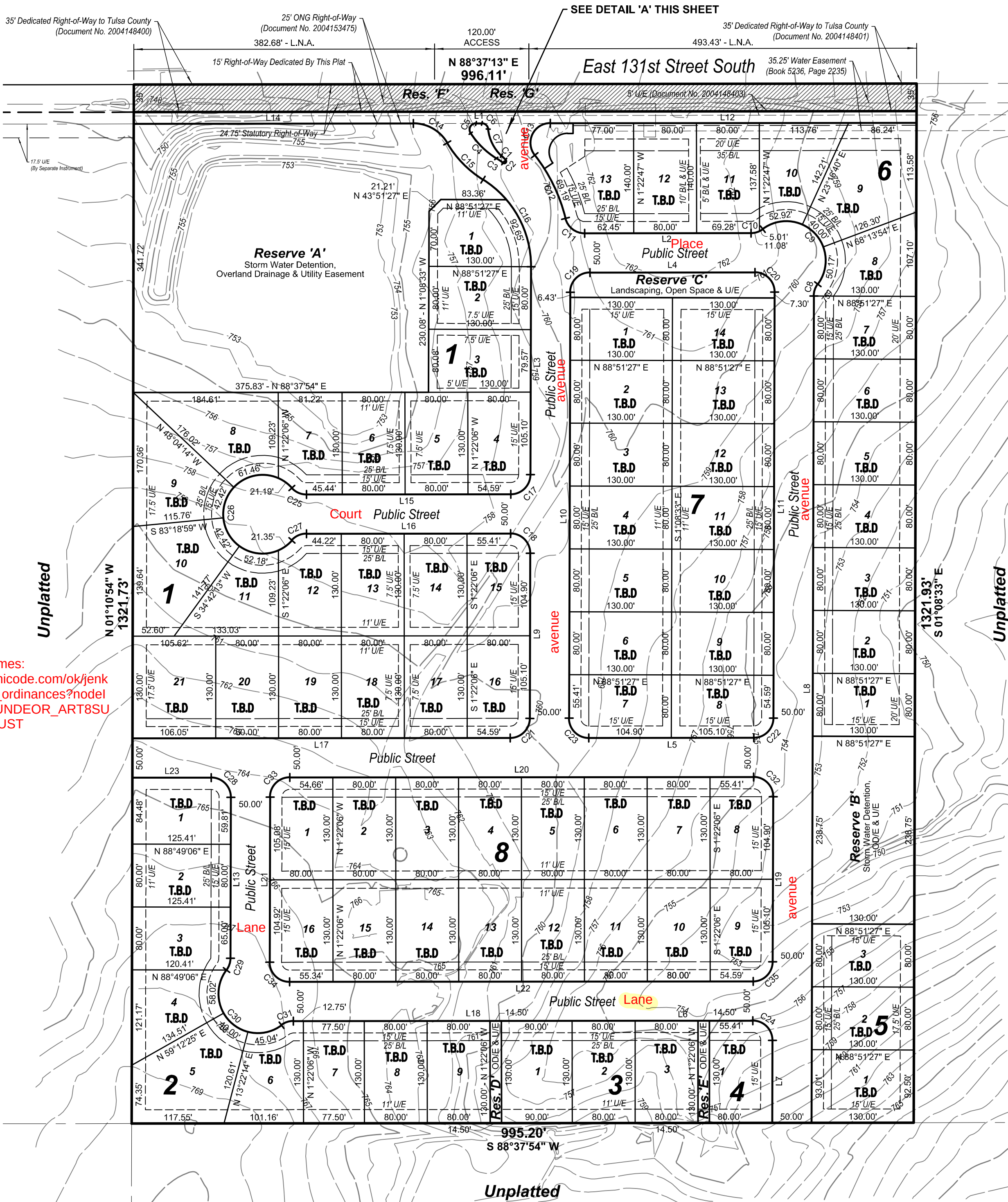
Curve Table

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	7.70'	180.00'	2°27'04.79"	S 48°28'48" E	7.70'
C2	7.40'	2.50'	169°34'24.10"	S 39°33'59" W	4.98'
C3	10.34'	162.00'	3°39'22.57"	N 57°28'30" W	10.34'
C4	46.07'	105.00'	25°08'22.91"	N 46°44'00" W	45.70'
C5	17.14'	8.00'	122°47'01.65"	N 27°13'42" E	14.05'
C6	11.71'	8.00'	83°51'17.59"	S 49°27'08" E	10.69'
C7	38.54'	55.00'	40°08'48.46"	S 27°35'54" E	37.75'
C8	16.09'	25.00'	36°52'11.63"	S 17°17'33" W	15.81'
C9	143.10'	50.00'	163°58'37.09"	N 46°15'40" W	99.02'
C10	16.09'	25.00'	36°52'11.63"	N 70°11'07" E	15.81'
C11	33.29'	25.00'	76°18'00.23"	S 53°13'47" E	30.89'
C12	90.16'	212.00'	24°22'01.79"	N 27°15'48" W	89.48'
C13	55.88'	25.00'	128°04'01.56"	S 24°35'12" W	44.95'
C14	52.04'	50.00'	59°38'15.13"	N 61°33'40" W	49.73'
C15	65.90'	137.00'	27°33'39.68"	S 45°31'22" E	65.27'
C16	131.96'	130.00'	58°09'38.39"	N 30°13'22" W	126.37'
C17	39.17'	25.00'	89°46'27.75"	N 43°44'41" E	35.29'
C18	39.37'	25.00'	90°13'32.25"	N 46°15'19" W	35.42'
C19	39.17'	25.00'	89°46'27.75"	S 43°44'41" E	35.29'
C20	39.37'	25.00'	90°14'13.83"	N 46°15'40" W	35.43'
C21	39.17'	25.00'	89°46'27.75"	N 43°44'41" E	35.29'
C22	39.17'	25.00'	89°46'27.75"	N 43°44'41" E	35.29'
C23	39.37'	25.00'	90°13'32.25"	S 46°15'19" E	35.42'
C24	39.37'	25.00'	90°13'32.25"	N 46°15'19" W	35.42'
C25	21.03'	25.00'	48°11'22.87"	S 67°16'24" E	20.41'
C26	241.19'	50.00'	276°22'45.73"	S 01°22'06" E	66.67'
C27	21.03'	25.00'	48°11'22.87"	S 64°32'13" W	20.41'
C28	39.35'	25.00'	90°11'11.92"	N 46°16'30" W	35.41'
C29	16.09'	25.00'	36°52'11.63"	N 17°15'12" E	15.81'
C30	143.05'	50.00'	163°55'35.19"	S 46°16'30" E	99.02'
C31	16.09'	25.00'	36°52'11.63"	S 70°11'49" W	15.81'
C32	39.37'	25.00'	90°13'32.25"	N 46°15'19" W	35.42'
C33	39.19'	25.00'	89°48'48.08"	S 43°43'30" W	35.30'
C34	39.35'	25.00'	90°11'11.92"	S 46°16'30" E	35.41'
C35	39.17'	25.00'	89°46'27.75"	N 43°44'41" E	35.29'

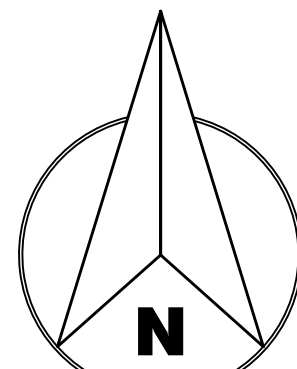
Line Table

LINE	BEARING	DISTANCE
L1	N 88°37'13" E	7.55'
L2	N 88°37'13" E	211.73'
L3	N 01°08'33" W	264.67'
L4	S 88°37'13" W	210.00'
L5	N 88°37'54" E	210.00'
L6	S 88°37'54" W	127.15'
L7	N 01°08'33" W	104.90'
L8	S 01°08'33" E	1051.76'
L9	N 01°08'33" W	210.00'
L10	S 01°08'33" E	541.84'
L11	N 01°08'33" W	541.89'
L12	S 88°37'13" W	466.13'
L13	N 01°10'54" W	204.81'
L14	S 88°37'13" W	355.75'
L15	N 88°37'54" E	260.02'
L16	S 88°37'54" W	259.63'
L17	N 88°37'54" E	480.63'
L18	S 88°37'54" W	457.52'
L19	N 01°08'33" W	210.00'
L20	S 88°37'54" W	590.07'
L21	S 01°10'54" E	210.00'
L22	N 88°37'54" E	589.93'
L23	S 88°37'54" W	100.33'

Link to Street Names:
https://library.municode.com/ok/enk/s/codes/code_of_ordinances?nodeId=COOR_CH16UNDEOR_ART8SU_ST_S16-8-2GESUST



Location Map
SCALE: 1"=2000'



Scale: 1" = 100'
0 50 100 200

FINAL PLAT

CERTIFICATE OF APPROVAL

I HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE JENKS CITY COUNCIL ON

MAYOR - VICE MAYOR

THIS APPROVAL IS VOID IF THE ABOVE SIGNATURE IS NOT ENDORSED BY THE CITY MANAGER.

CITY MANAGER

STATE OF OKLAHOMA)
COUNTY OF TULSA)

I, MICHAEL WILLIS, TULSA COUNTY CLERK, IN A FOR THE COUNTY AND STATE ABOVE NAMED, DO HEREBY CERTIFY THAT THE FORGOING IS A TRUE AND CORRECT COPY OF A LIKE INSTRUMENT NOW ON FILE IN MY OFFICE.

DATED THE _____ DAY OF _____, 2025
MICHAEL WILLIS, TULSA COUNTY CLERK

DEPUTY

PRELIMINARY
PLAT

COUNTY TREASURER STAMP

Deed of Dedication & Restrictive Covenants

BENTLEY RANCH
Planned Unit Development No. 153

KNOW ALL MEN BY THESE PRESENTS:

BRUMBLE DEVELOPMENT GROUP, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, HEREINAFTER REFERRED TO AS THE OWNER/DEVELOPER, IS THE OWNER OF THE FOLLOWING DESCRIBED LAND IN THE CITY OF JENKS, TULSA COUNTY, STATE OF OKLAHOMA, TO-WIT;

A TRACT OF LAND THAT IS PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER (NE/4 NW/4) OF SECTION SEVEN (7), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF THE NW/4 OF SAID SECTION 7; THENCE SOUTH 88°37'13" WEST ALONG THE NORTH LINE THEREOF 332.03 FEET; THENCE SOUTH 01°08'33" EAST 35.00 FEET TO THE CURRENT SOUTHERLY RIGHT-OF-WAY LINE OF EAST 131st STREET SOUTH AND THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 01°08'33" EAST 1286.93 FEET TO THE SOUTH LINE OF THE NE/4 OF THE NW/4 OF SAID SECTION 7; THENCE SOUTH 88°37'54" WEST ALONG SAID SOUTH LINE 995.20 FEET TO THE SOUTHWEST CORNER OF THE NE/4 OF THE NW/4 OF SAID SECTION 7; THENCE NORTH 01°10'54" WEST ALONG THE WEST LINE THEREOF 1286.73 FEET TO A POINT ON THE CURRENT SOUTHERLY RIGHT-OF-WAY LINE OF EAST 131st STREET SOUTH; THENCE NORTH 88°37'13" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND PARALLEL WITH THE NORTH LINE OF THE NW/4 OF SAID SECTION 7 A DISTANCE OF 996.08 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 1,281,216.32 SQ. FEET OR 29.41 ACRES.

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

AND HAS CAUSED THE ABOVE DESCRIBED TRACT OF LAND TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO LOTS, BLOCKS, RESERVE AREAS, AND PRIVATE STREETS, IN CONFORMITY WITH THE ACCOMPANYING PLAT, AND HAS DESIGNATED THE SUBDIVISION AS "BENTLEY RANCH", A SUBDIVISION IN THE CITY OF JENKS, TULSA COUNTY, STATE OF OKLAHOMA.

SECTION I. STREETS, EASEMENTS AND UTILITIES

A. STREETS UTILITY EASEMENTS

THE OWNER/DEVELOPER DOES HEREBY DEDICATE TO THE PUBLIC THE PUBLIC STREETS AND UTILITY EASEMENTS DESIGNATED AS "U/E" OR "UTILITY EASEMENT" FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REPLACING, AND/OR REMOVING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM SEWERS, SANITARY SEWERS, TELEPHONE AND COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, WATER LINES, AND CABLE TELEVISION LINES, TOGETHER WITH ALL FITTINGS, INCLUDING THE POLES, WIRES, CONDUITS, PIPES, VALVES, METERS, AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND ANY OTHER APPURTENANCES THERETO, WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES AFORESAID, PROVIDED HOWEVER, THE OWNER/DEVELOPER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND RE-LAY WATER LINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING AND RELAYING OVER, ACROSS AND ALONG ALL OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER AND/OR SEWER SERVICES TO THE AREA INCLUDED IN THE PLAT. THE OWNER/DEVELOPER HEREIN IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON EACH LOT OWNER AND SHALL BE ENFORCEABLE BY THE CITY OF JENKS, OKLAHOMA, AND BY THE SUPPLIER OF ANY AFFECTED UTILITY SERVICE, THAT WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, NO BUILDING, STRUCTURE OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION THAT INTERFERES WITH THE ABOVE SET FORTH USES AND PURPOSES OF AN EASEMENT SHALL BE PLACED, ERECTED, INSTALLED OR MAINTAINED, PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING, LANDSCAPING AND CUSTOMARY SCREENING FENCES AND WALLS THAT DO NOT CONSTITUTE AN OBSTRUCTION.

B. UNDERGROUND SERVICE

- OVERHEAD POLES MAY BE LOCATED ALONG THE NORTH PERIMETER OF THE SUBDIVISION AS NECESSARY IF LOCATED IN UTILITY EASEMENTS FOR THE PURPOSE OF THE SUPPLY OF UNDERGROUND SERVICE. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY UNDERGROUND CABLE, AND EXCEPT AS PROVIDED IN THE IMMEDIATELY PRECEDING SENTENCE, ALL ELECTRIC AND COMMUNICATION SUPPLY LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENT-WAYS RESERVED FOR GENERAL UTILITY SERVICES AND STREETS, SHOWN ON THE ATTACHED PLAT.
- ALL SUPPLY LINES IN THE SUBDIVISION INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENTS RESERVED FOR GENERAL UTILITY SERVICES AND STREETS SHOWN ON THE PLAT OF THE SUBDIVISION. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE SAID UTILITY EASEMENTS.
- UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WHICH MAY BE LOCATED ON ALL LOTS IN THE SUBDIVISION MAY BE RUN FROM THE NEAREST GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE AS MAY BE LOCATED UPON EACH SAID LOT, PROVIDED THAT UPON THE INSTALLATION OF SUCH A SERVICE CABLE OR GAS SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT AND EFFECTIVE EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE, EXTENDING FROM THE SERVICE PEDESTAL, TRANSFORMER OR GAS MAIN TO THE SERVICE ENTRANCE ON THE STRUCTURE OR A POINT OF METERING.
- THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICES, THROUGH ITS AUTHORIZED AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL SUCH EASEMENTS SHOWN ON THE PLAT OF THE SUBDIVISION OR PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF THE UNDERGROUND ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICE FACILITIES SO INSTALLED BY IT. THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION ALSO RESERVE THE PERPETUAL RIGHT, PRIVILEGE, AND AUTHORITY TO CUT DOWN, TRIM, OR TREAT ANY TREES AND UNDERGROWTH ON SAID EASEMENT.

5. THE OWNER OF EACH LOT IN THE SUBDIVISION SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UNDERGROUND FACILITIES LOCATED ON HIS PROPERTY AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES. THE SUPPLIER OF SERVICE WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE OWNER OF EACH LOT IN THE SUBDIVISION WILL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS. THE FOREGOING COVENANTS CONCERNING UNDERGROUND FACILITIES SHALL BE ENFORCEABLE BY THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICES.

6. OKLAHOMA NATURAL GAS'S EASEMENT RECORDED IN DOCUMENT NO. 2004153475 SHALL REMAIN IN FULL FORCE AND EFFECT. OKLAHOMA NATURAL GAS'S EASEMENT PRE-DATES THE RIGHT-OF-WAY DEDICATION IN THIS PLAT AND MAY PROHIBIT OR LIMIT CERTAIN USES OF OKLAHOMA NATURAL GAS'S RIGHT-OF-WAY, INCLUDING PAVING, OTHER UTILITY LINES, AND PERMANENT STRUCTURES, WITHOUT OKLAHOMA NATURAL GAS'S PRIOR WRITTEN CONSENT.

C. WATER MAINS, SANITARY SEWERS, AND STORM SEWER SERVICES

- THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS IN THIS ADDITION.
- WITHIN THE UTILITY EASEMENT AREAS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN, SANITARY SEWER MAIN, OR STORM SEWER MAIN, OR ANY CONSTRUCTION ACTIVITY WHICH WOULD, IN THE JUDGMENT OF THE CITY OF JENKS, INTERFERE WITH PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS SHALL BE PROHIBITED.
- THE CITY OF JENKS, OKLAHOMA, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, HIS AGENTS OR CONTRACTORS.
- THE CITY OF JENKS, OKLAHOMA, OR ITS SUCCESSORS, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, OR OTHERWISE PROVIDED FOR IN THE DEED OF DEDICATION, FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING, OR REPLACING ANY PORTION OF UNDERGROUND WATER, SANITARY SEWER OR STORM SEWER FACILITIES.

5. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY THE CITY OF JENKS, OKLAHOMA, OR ITS SUCCESSORS, AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

D. SURFACE DRAINAGE

EACH LOT DEPICTED ON THE PLAT OF BENTLEY RANCH, SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION AND FROM STREETS AND EASEMENTS. NO LOT OWNER(S), SHALL CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY FENCING OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS ANY LOT. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND BY THE CITY OF JENKS, OKLAHOMA.

E. PAVING AND LANDSCAPING WITHIN EASEMENT

THE OWNER OF THE LOT AFFECTED SHALL BE RESPONSIBLE FOR THE REPAIR OF DAMAGE TO LANDSCAPING AND PAVING OCCASIONED BY NECESSARY PLACEMENTS, REPLACEMENTS, OR MAINTENANCE OF WATER, SEWER, STORM SEWER, NATURAL GAS, COMMUNICATION, CABLE TELEVISION, OR ELECTRIC FACILITIES WITHIN THE UTILITY EASEMENT AREAS DEPICTED UPON THE ACCOMPANYING PLAT, PROVIDED HOWEVER, THE CITY OF JENKS, OKLAHOMA OR THE SUPPLIER OF THE UTILITY SERVICE SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.

F. OVERLAND DRAINAGE EASEMENTS

- OVERLAND DRAINAGE EASEMENTS DESIGNATED ON THE PLAT ARE HEREBY DEDICATED TO THE CITY OF JENKS OR IT'S SUCCESSORS FOR THE PURPOSE OF MAINTAINING, CONSTRUCTING OR REPAIRING ALL DRAINAGE FACILITIES WITHIN THESE EASEMENTS MAY BE USED FOR UTILITIES ACCORDING TO THE PROVISIONS IN THE CERTIFICATE OF DEDICATION AS IT APPLIES TO EASEMENTS, EXCEPT THAT CONSTRUCTION AND USE OF UTILITIES THEREIN SHALL NOT INTERFERE WITH THE USE FOR DRAINAGE PURPOSES.
- NO BUILDING STRUCTURE, WALL, FENCE, OR ABOVE OR BELOW GROUND OBSTRUCTIONS SHALL BE CONSTRUCTED OR PLACED WITHIN ANY DRAINAGE EASEMENT WITHOUT APPROVAL OF THE CITY OF JENKS.
- THE OWNER OF EACH LOT UPON WHICH A DRAINAGE EASEMENT IS SITUATED SHALL BE SOLELY RESPONSIBLE FOR THE MAINTENANCE OF ANY SAID EASEMENT WHICH TRAVERSES THEIR RESPECTIVE PROPERTY.

4. IN THE EVENT OWNER SHOULD FAIL TO PROPERLY MAINTAIN THE DRAINAGE FACILITIES OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION WITHIN, OR THE ALTERATION OF THE CONTOUR THEREIN, THE CITY OF JENKS OR IT'S DESIGNATED CONTRACTOR MAY ENTER AND PERFORM MAINTENANCE NECESSARY TO THE ACHIEVEMENT OF THE INTENDED DRAINAGE FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION OR CORRECT BY THE OWNER, OR THE HOMEOWNER'S ASSOCIATION. IN THE COST THEREOF SHALL BE PAID BY THE OWNER, OR THE HOMEOWNER'S ASSOCIATION. IN THE EVENT OWNER OR THE HOMEOWNER'S ASSOCIATION, AS THE CASE MAY BE, FAILS TO PAY THE COST OF MAINTENANCE AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, THE CITY OF JENKS, MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS, AND THEREAFTER FILE A LIEN AGAINST THE SUBJECT LOT, SUCH LIEN, HOWEVER, SHALL BE SUBORDINATE TO THE LIEN OF ANY FIRST MORTGAGE. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF JENKS.

G. STORM WATER DETENTION EASEMENT

- THE OWNER/DEVELOPER DOES HEREBY GRANT AND ESTABLISH A PERPETUAL EASEMENT ON, OVER AND ACROSS RESERVE 'A' AND RESERVE 'B' (HEREINAFTER REFERRED TO AS THE "DETENTION EASEMENT AREA") FOR THE PURPOSES OF PERMITTING THE FLOW, CONVEYANCE, DETENTION AND DISCHARGE OF STORM WATER RUNOFF FROM THE VARIOUS LOTS WITHIN THE SUBDIVISION.
- DETENTION AND OTHER DRAINAGE FACILITIES CONSTRUCTED WITHIN THE DETENTION EASEMENT AREAS SHALL BE IN ACCORDANCE WITH STANDARDS AND SPECIFICATIONS APPROVED BY THE CITY OF JENKS, OKLAHOMA.

3. DETENTION AND OTHER DRAINAGE FACILITIES SHALL BE MAINTAINED BY THE HOMEOWNERS' ASSOCIATION (TO BE FORMED PURSUANT TO SECTION III) TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE AND DETENTION FUNCTIONS INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION. THE HOMEOWNERS' ASSOCIATION SHALL PROVIDE ROUTINE AND CUSTOMARY GROUNDS MAINTENANCE WITHIN THE DETENTION EASEMENT AREAS WHICH SHALL BE IN ACCORDANCE WITH THE FOLLOWING STANDARDS:

- THE DETENTION EASEMENT AREAS SHALL BE KEPT FREE OF LITTER.

- THE DETENTION EASEMENT AREAS SHALL BE MOWED DURING THE GROWING SEASON AT INTERVALS NOT EXCEEDING 4 WEEKS.

4. IN THE EVENT THE HOMEOWNERS' ASSOCIATION SHOULD FAIL TO PROPERLY MAINTAIN THE DETENTION EASEMENT AREAS AS ABOVE PROVIDED, THE CITY OF JENKS, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR MAY ENTER THE DETENTION EASEMENT AREAS AND PERFORM SUCH MAINTENANCE, AND THE COST THEREOF SHALL BE PAID BY THE HOMEOWNERS' ASSOCIATION.

5. IN THE EVENT THE HOMEOWNERS' ASSOCIATION, AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, FAILS TO PAY THE COST OF MAINTENANCE AS ABOVE SET FORTH, THE CITY OF JENKS, OKLAHOMA MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST EACH RESIDENTIAL LOT WITHIN THE SUBDIVISION, PROVIDED HOWEVER, THE LIEN AGAINST EACH RESIDENTIAL LOT SHALL BE LIMITED TO ITS PROPORTIONATE SHARE OF THE COSTS.

6. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF JENKS, OKLAHOMA.

H. RESERVE 'A'

THE USE OF RESERVE 'A' SHALL BE LIMITED TO USE AS STORM WATER DETENTION, OVERLAND DRAINAGE EASEMENT, UTILITY EASEMENT, MAINTENANCE ACCESS, PEDESTRIAN BRIDGE, OPEN SPACE, SIDEWALKS, JOGGING TRAILS, AND LANDSCAPING AND IS RESERVED FOR SUBSEQUENT CONVEYANCE TO THE HOMEOWNERS' ASSOCIATION, AS SET FORTH WITHIN SECTION III, TO BE FORMED FOR THE PURPOSES OF THE ADMINISTRATION AND MAINTENANCE OF THE COMMON AREAS OF THE SUBDIVISION.

I. RESERVE 'B'

THE USE OF RESERVE 'B' SHALL BE LIMITED TO USE AS STORM WATER DETENTION, OVERLAND DRAINAGE EASEMENT, UTILITY EASEMENT, MAINTENANCE ACCESS, OPEN SPACE, SIDEWALKS, AND LANDSCAPING AND IS RESERVED FOR SUBSEQUENT CONVEYANCE TO THE HOMEOWNERS' ASSOCIATION, AS SET FORTH WITHIN SECTION III, TO BE FORMED FOR THE PURPOSES OF THE ADMINISTRATION AND MAINTENANCE OF THE COMMON AREAS OF THE SUBDIVISION.

J. RESERVE 'C'

THE USE OF RESERVE 'C' SHALL BE LIMITED TO USE AS UTILITY EASEMENTS, LANDSCAPING, SIDEWALKS AND IS RESERVED FOR SUBSEQUENT CONVEYANCE TO THE HOMEOWNERS' ASSOCIATION, AS SET FORTH WITHIN SECTION III, TO BE FORMED FOR THE PURPOSES OF THE ADMINISTRATION AND MAINTENANCE OF THE COMMON AREAS OF THE SUBDIVISION.

K. RESERVE 'D' AND 'E'

THE USE OF RESERVE 'D' AND RESERVE 'E' SHALL BE LIMITED TO USE AS OVERLAND DRAINAGE EASEMENT, UTILITY EASEMENTS, AND LANDSCAPING AND ARE RESERVED FOR SUBSEQUENT CONVEYANCE TO THE HOMEOWNERS' ASSOCIATION, AS SET FORTH WITHIN SECTION III, TO BE FORMED FOR THE PURPOSES OF THE ADMINISTRATION AND MAINTENANCE OF THE COMMON AREAS OF THE SUBDIVISION.

L. RESERVE 'F' AND 'G'

THE USE OF RESERVE 'F' AND 'G' SHALL BE LIMITED TO USE AS UTILITY EASEMENTS, LANDSCAPING, FENCES, ENTRY FEATURES INCLUDING SUBDIVISION IDENTIFICATION SIGNS, AND ARE RESERVED FOR SUBSEQUENT CONVEYANCE TO THE HOMEOWNERS' ASSOCIATION, AS SET FORTH WITHIN SECTION III, TO BE FORMED FOR THE PURPOSES OF THE ADMINISTRATION AND MAINTENANCE OF THE COMMON AREAS OF THE SUBDIVISION.

M. LOT SALES

NO LOT CREATED BY THIS PLAT SHALL BE SOLD, TRANSFERRED OR OTHERWISE RELINQUISHED BY THE OWNER/DEVELOPER UNTIL THE INFRASTRUCTURE AND DEVELOPMENT REQUIREMENTS LISTED AND DESCRIBED IN THIS SECTION I HAVE BEEN COMPLETED.

N. LIMITS OF NO ACCESS

THE UNDERSIGNED OWNER/DEVELOPER HEREBY RELINQUISHES RIGHTS OF VEHICULAR INGRESS OR EGRESS FROM ANY PORTION OF THE PROPERTY ADJACENT TO THE BOUNDS DESIGNATED AS "LIMITS OF NO ACCESS" (L.N.A.) ON THE ACCOMPANYING PLAT, WHICH "LIMITS OF NO ACCESS" MAY BE AMENDED OR RELEASED BY THE CITY OF JENKS, OKLAHOMA, OR ITS SUCCESSOR, OR AS OTHERWISE PROVIDED BY THE STATUTES AND LAWS OF THE STATE OF OKLAHOMA. LIMITS OF NO ACCESS SHALL BE ENFORCEABLE BY THE CITY OF JENKS, OKLAHOMA.

PUD language to be added.

SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS, BENTLEY RANCH WAS SUBMITTED AS A PLANNED UNIT DEVELOPMENT (DESIGNATED AS PUD 153) AS PROVIDED WITHIN THE PROVISIONS OF THE JENKS ZONING CODE PERTAINING TO PLANNED UNIT DEVELOPMENTS, AND

WHEREAS, PUD 153 WAS AFFIRMATIVELY RECOMMENDED BY THE JENKS PLANNING COMMISSION ON JUNE 5, 2025 AND APPROVED BY THE CITY COUNCIL OF THE CITY OF JENKS, STATE OF OKLAHOMA, ON JUNE 17, 2025, THE IMPLEMENTING ORDINANCE NO. 1670 BEING ADOPTED AND PUBLISHED ON JUNE 17, 2025, AND

WHEREAS, THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE JENKS ZONING CODE REQUIRE THE ESTABLISHMENT OF COVENANTS OF RECORD, INURING TO AND ENFORCEABLE BY THE CITY OF JENKS, STATE OF OKLAHOMA, SUFFICIENT TO ASSURE THE IMPLEMENTATION AND CONTINUED COMPLIANCE WITH THE APPROVED PLANNED UNIT DEVELOPMENT, AND

WHEREAS, THE OWNER/DEVELOPER DESIRES TO ESTABLISH RESTRICTIONS FOR THE PURPOSE OF PROVIDING FOR AN ORDERLY DEVELOPMENT AND TO INSURE ADEQUATE RESTRICTIONS FOR THE MUTUAL BENEFIT OF THE OWNER/DEVELOPER, ITS SUCCESSORS AND ASSIGNS, AND THE CITY OF JENKS, STATE OF OKLAHOMA.

SECTION III. HOMEOWNERS ASSOCIATION

A. FORMATION OF HOMEOWNERS' ASSOCIATION

A HOMEOWNERS' ASSOCIATION, KNOWN AS 'BENTLEY RANCH ASSOCIATION', AN OKLAHOMA NOT-FOR-PROFIT CORPORATION, HAS BEEN OR SHALL BE ESTABLISHED PURSUANT TO 60 O.S. 1991, § 851, ET SEQ., TO MAINTAIN THE RESERVE AREAS IN THE SUBDIVISION AND FOR SUCH OTHER PURPOSES AS SHALL BE DEEMED ADVISABLE. ALL LAWFUL ACTS, IF ANY, OF BENTLEY RANCH ASSOCIATION (THE 'ASSOCIATION'), MADE UNDER AND PURSUANT TO ITS CERTIFICATE OF INCORPORATION AND BY-LAWS SHALL BE BINDING UPON THE LOTS CONTAINED IN THE ADDITION AND THE OWNERS THEREOF. MEMBERSHIP IN THE ASSOCIATION SHALL CONSIST OF ALL OWNERS OF LOTS IN THE ADDITION AND ALL OWNERS OF SUCH ADDITIONAL PROPERTY DESIGNATED BY THE DEVELOPER.

B. MEMBERSHIP

EVERY PERSON OR ENTITY WHO IS A RECORD OWNER OF THE FEE INTEREST OF A LOT SHALL BE A MEMBER OF THE HOMEOWNERS' ASSOCIATION. MEMBERSHIP SHALL BE APPURTENANT TO AND MAY NOT BE SEPARATED FROM THE OWNERSHIP OF A LOT.

C. ASSESSMENT

EACH RECORD OWNER OF A LOT SHALL BE SUBJECT TO ASSESSMENT BY THE HOMEOWNERS' ASSOCIATION FOR THE PURPOSES OF IMPROVEMENT AND MAINTENANCE OF THE STORM WATER DETENTION FACILITIES, RESERVE AREAS AND OTHER COMMON AREAS, ALL AS MORE PARTICULARLY PROVIDED IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF BENTLEY RANCH AND THE BYLAWS OF THE ASSOCIATION.

D. REQUIRED MOWING OF VACANT LOTS

THE BENTLEY RANCH HOMEOWNERS' ASSOCIATION SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO MOW ANY VACANT LOT WITHIN THE OVERALL BENTLEY RANCH DEVELOPMENT COMMUNITY AFTER COMPLETION OF A 10 DAY NOTICE PERIOD TO THE LOT OWNER BY THE CITY OF JENKS CODE ENFORCEMENT DEPARTMENT THAT EFFECTIVELY STATES THAT SAID LOT IS IN VIOLATION OF SECTION 13-1-13, ABATEMENT OF WEEDS AND TRASH OF THE JENKS CITY CODE. THE BENTLEY RANCH HOMEOWNERS' ASSOCIATION SHALL HAVE THE RIGHT TO ADD COSTS OF SAID MOWING TO SAID LOT OWNER'S HOMEOWNERS' ASSOCIATION DUES TO BE COLLECTED IN ACCORDANCE WITH SUBSECTION III.C OF THIS SECTION.

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 OWNERS, THEIR SUCCESSORS AND ASSIGNS. WITHIN THE PROVISIONS OF SECTION I. STREETS, EASEMENTS AND UTILITIES, AND SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS, 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 THE OWNERS OF THE LOTS WITHIN BENTLEY RANCH AND THE CITY OF JENKS AND SHALL BE ENFORCEABLE BY THE CITY OF JENKS, OKLAHOMA. IF THE UNDERSIGNED OWNER/DEVELOPER, OR ITS SUCCESSORS OR ASSIGNS OR OWNERS OF ANY LOTS WITHIN BENTLEY RANCH SHALL VIOLATE ANY OF THE COVENANTS HEREIN, IT SHALL BE LAWFUL FOR THE CITY OF JENKS, ANY OWNER OF A LOT OR A HOMEOWNERS' ASSOCIATION FORMED FOR THIS SUBDIVISION 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 A HOMEOWNERS ASSOCIATION OR AN OWNER OF A LOT WHICH ACTION SEEKS TO ENFORCE THE COVENANTS OR RESTRICTIONS 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 RESTRICTIONS, 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 THIS DEED OF DEDICATION UNLESS TERMINATED OR AMENDED HEREINAFTER PROVIDED.

C. AMENDMENT

THE COVENANTS CONTAINED WITHIN SECTION I. STREETS, EASEMENTS AND UTILITIES MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER OF THE LAND TO WHICH THE AMENDMENT OR TERMINATION 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 II, PLANNED UNIT DEVELOPMENT RESTRICTIONS, MAY BE AMENDED AT ANY TIME WITH 75 PERCENT AGREEMENT OF ALL OWNERSHIP IN BENTLEY RANCH AND APPROVAL BY THE CITY OF JENKS PLANNING COMMISSION AND JENKS CITY COUNCIL.

D. SEVERABILITY

INVALIDATION OF ANY RESTRICTION SET FORTH HEREIN OR ANY PART THEREOF, BY AN ORDER, JUDGMENT, OR DECREE OF ANY COURT, OR OTHERWISE, SHALL NOT INVALIDATE OR AFFECT ANY OF THE OTHER RESTRICTIONS OR ANY PART THEREOF AS SET FORTH HEREIN, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

CERTIFICATE OF OWNERSHIP

IN WITNESS WHEREOF: BRUMBLE DEVELOPMENT GROUP, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, HAS EXECUTED THIS INSTRUMENT THIS _____ DAY OF _____, 2025.

BRUBMLE DEVELOPMENT GROUP, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY

BY: _____
CLINT BRUMBLE, MANAGING MEMBER

STATE OF OKLAHOMA)
) SS.
COUNTY OF TULSA)

BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, ON THIS _____ DAY OF _____, 2025, PERSONALLY APPEARED CLINT BRUMBLE TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME, AS ITS MANAGING MEMBER, THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED, AND AS THE FREE AND VOLUNTARY ACT AND DEED OF SAID OKLAHOMA LIMITED LIABILITY COMPANY, FOR THE USES AND PURPOSE THEREIN SET FORTH.

NOTARY PUBLIC
MY COMMISSION EXPIRES:
MY COMMISSION NUMBER:

CERTIFICATE OF SURVEY

I, ANDY FRITZ, OF FRITZ LAND SURVEYING, LLC, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA UNDER CERTIFICATE OF AUTHORIZATION #5848, DO HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, SUBDIVIDED, AND PLATTED THE TRACT OF LAND DESCRIBED ABOVE, AND THAT THE ACCOMPANYING PLAT DESIGNATED HEREIN AS "BENTLEY RANCH", A SUBDIVISION IN THE CITY OF JENKS, TULSA COUNTY, STATE OF OKLAHOMA, IS A TRUE REPRESENTATION OF THE SURVEY MADE ON THE GROUND USING GENERALLY ACCEPTED PRACTICES, AND MEETS OR EXCEEDS THE MINIMUM TECHNICAL STANDARDS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

ANDY FRITZ
LICENSED PROFESSIONAL LAND SURVEYOR
OKLAHOMA NO. 1694



STATE OF OKLAHOMA)
) SS.
COUNTY OF TULSA)

BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, ON THIS _____ DAY OF _____, 2025, PERSONALLY APPEARED ANDY FRITZ TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME, AS ITS MANAGER, THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED, AND AS THE FREE AND VOLUNTARY ACT AND DEED OF SAID OKLAHOMA LIMITED LIABILITY COMPANY, FOR THE USES AND PURPOSE THEREIN SET FORTH.

JENNIFER FRITZ
MY COMMISSION EXPIRES: 6/23/2026
MY COMMISSION NUMBER: 14005589

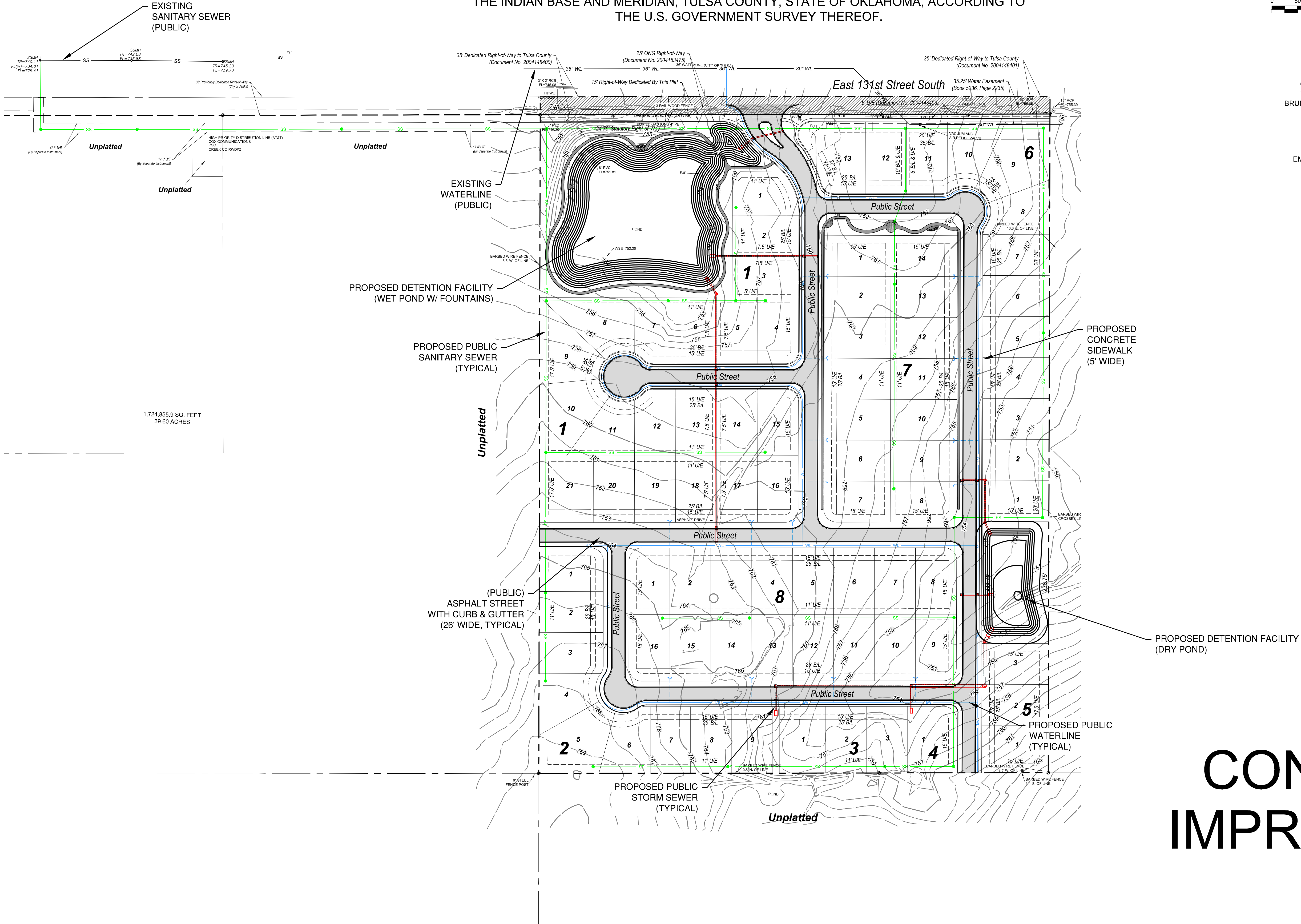
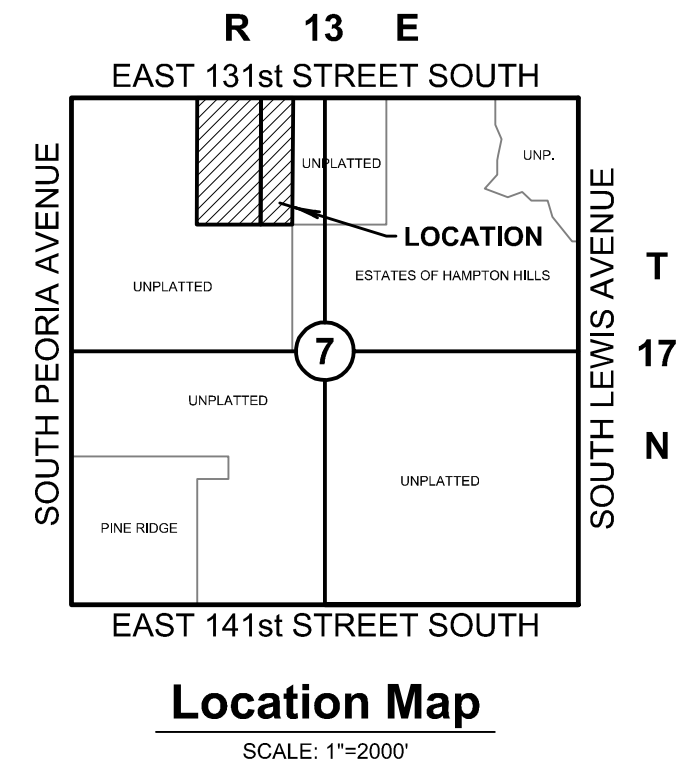
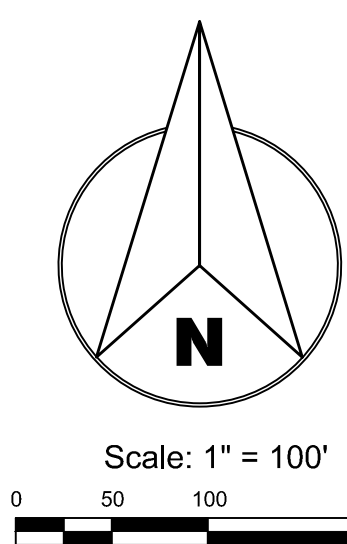


PRELIMINARY
PLAT

Planned Unit Development No. 153

Bentley Ranch

A SUBDIVISION IN THE CITY OF JENKS, BEING A PART OF THE NORTHWEST QUARTER (NW/4) OF SECTION SEVEN (7), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF.



Owner / Developer
BRUMBLE DEVELOPMENT GROUP, LLC
P.O. BOX 1206
BIXBY, OKLAHOMA, 74008
PHONE: (918) 299-0042
MR. CLINT BRUMBLE
EMAIL: clintb@thebrumblegroup.com

Surveyor
FRITZ LAND SURVEYING, LLC
2017 WEST 91ST STREET
TULSA, OKLAHOMA 74132
PHONE: (918) 231-0575
EMAIL: fritzlandsurveying@gmail.com
C.A. # 5848 EXPIRES: 6-30-2026
MR. ANDY FRITZ, PLS

Engineer
ENGINEERED BY DESIGN, PLLC
10700 MYERS LANE
CHOCTAW, OKLAHOMA 73020
PHONE: (405) 234-0980
EMAIL: ahale@engineeredbydesign.pro
C.A. # 7655 EXPIRES 6-30-2026

CONCEPTUAL IMPROVEMENTS PLAN

Planned Unit Development 153

Bentley Ranch

30.21 ACRES

South of E. 131ST St. S. and east of S. Peoria Ave.

Jenks, OKLAHOMA

June 5, 2025

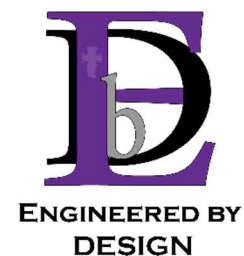


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I. Development Concept

Bentley Ranch is a public street, single-family development on a 30.21-acre tract of presently undeveloped land in the City of Jenks, Tulsa County, Oklahoma. There is currently a single family residence located on the property. The project is located on the south side of East 131st Street South approximately a quarter mile east of the intersection of East 131st Street South and South Peoria Avenue. The property is currently zoned AG for Agriculture use. This Planned Unit Development will follow RS-1 dimensional and density standards.

Adjacent to the property are several different land uses and zoning classifications, as follows:

EAST:	AG: Agriculture
NORTH:	East 131 st Street South
WEST:	AG: Agriculture
SOUTH:	AG: Agriculture

Bentley Ranch is a professional planned neighborhood with a landscaped entry and recreational areas. Plans for the neighborhood include two detention facilities with fountain(s), all-weather surface walking trail, stocked fishing pond with wooden bridge, brick or stone entry feature, pocket park with sitting areas / park benches, new tree plantings and landscaped green space for the enjoyment of the residents in Bentley Ranch.

Legal Description

TRACT 1:

THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION SEVEN (7), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U. S. GOVERNMENT SURVEY THEREOF.

AND

TRACT 2:

THE WEST HALF OF THE EAST HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER (W/2 E/2 NE/4 NW/4) OF SECTION SEVEN (7), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF.

EXHIBIT A
VICINITY MAP

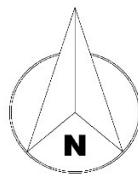


EXHIBIT B
AERIAL PHOTO

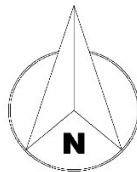


EXHIBIT C

SITE TOPOGRAPHY

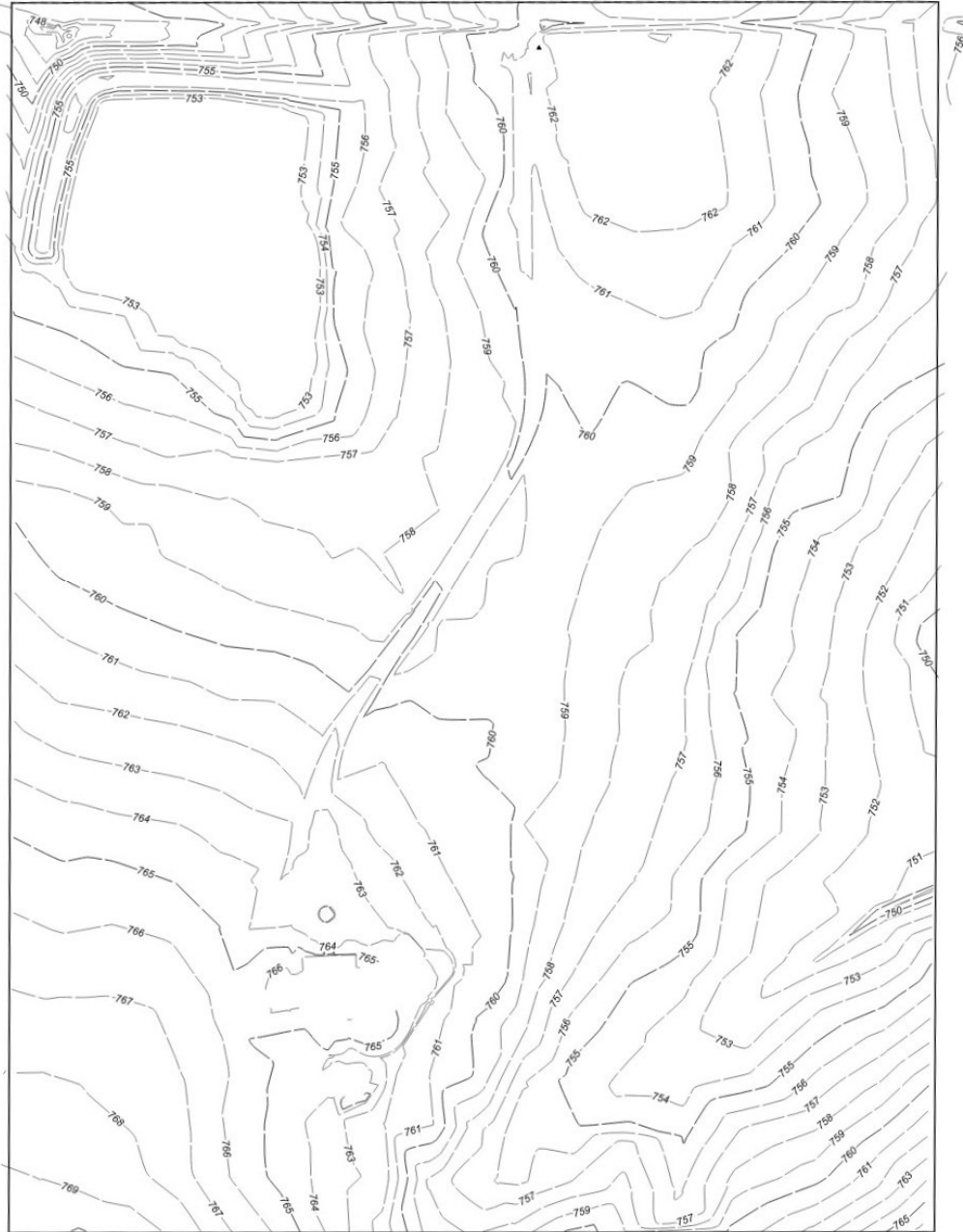


EXHIBIT D
CURRENT ZONING MAP

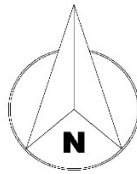
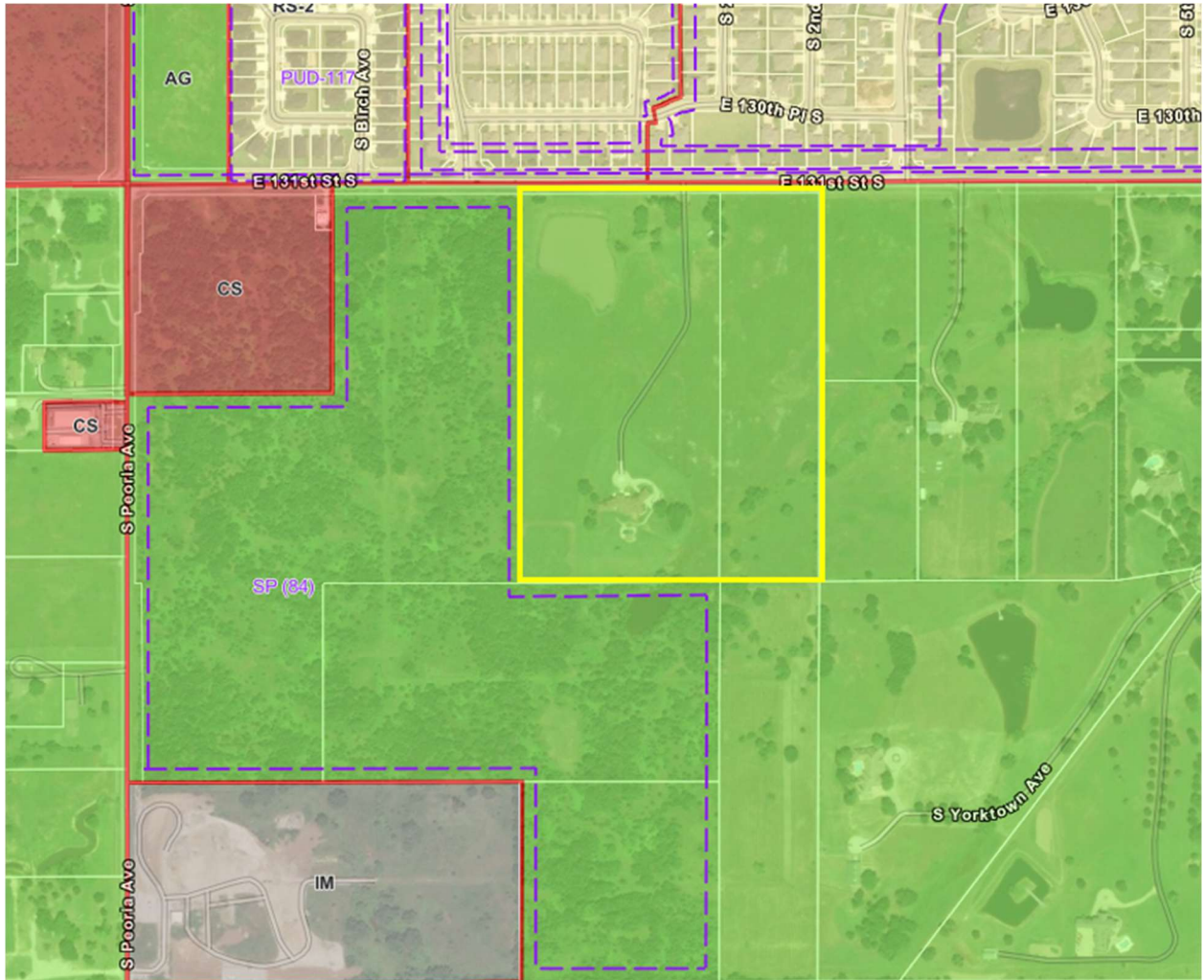
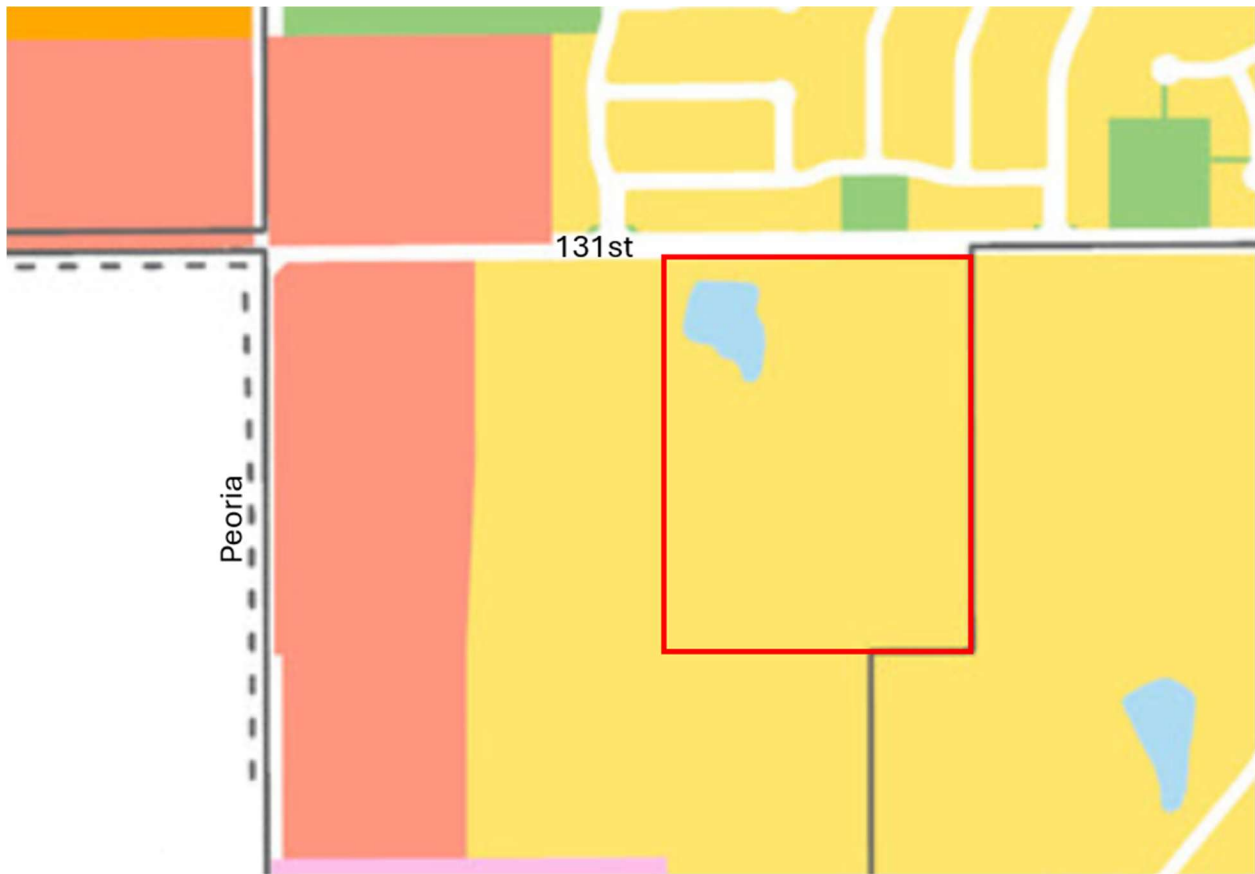


EXHIBIT E
COMPREHENSIVE PLAN MAP



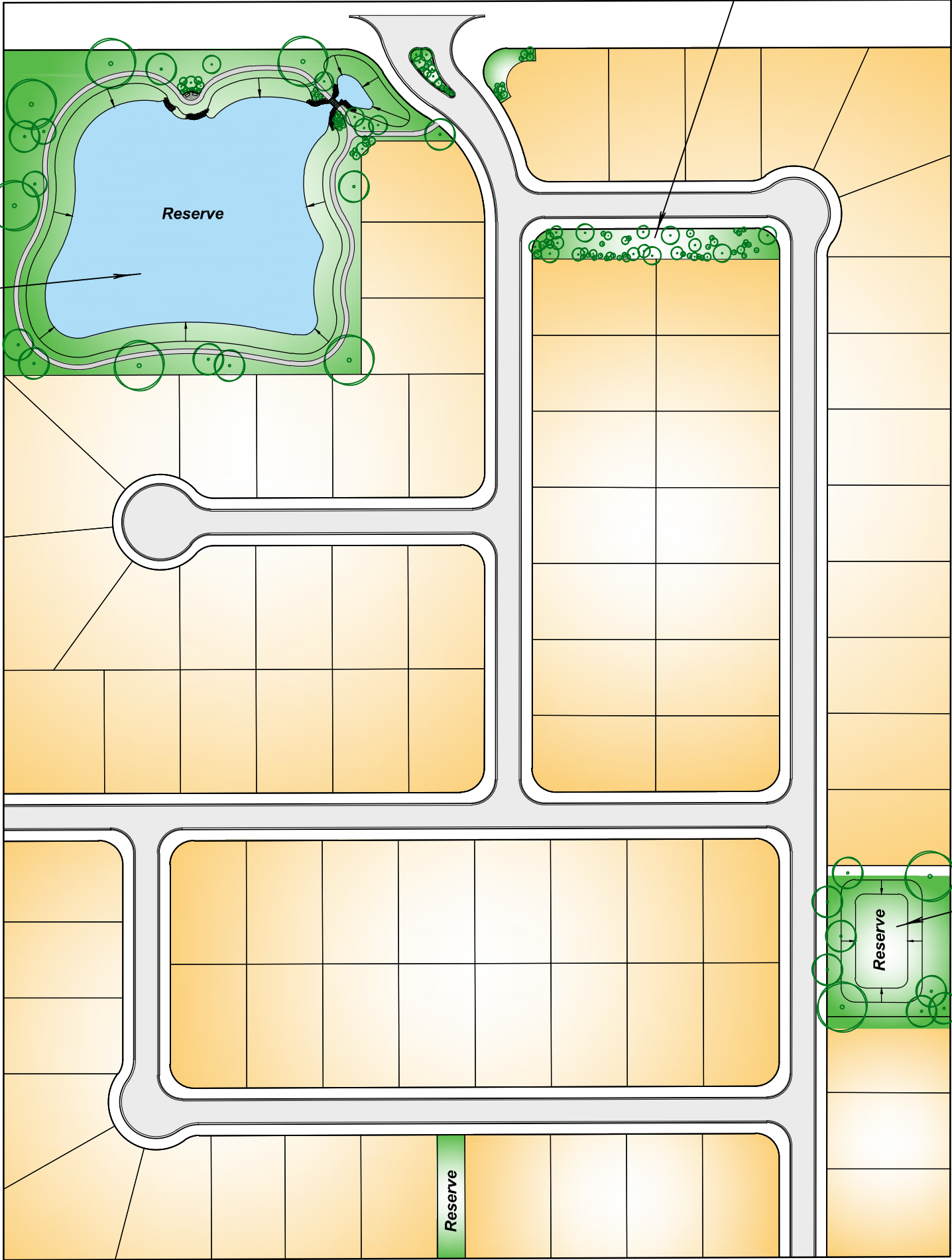
Land Use Plan

- | | |
|--------------------------------|------------------------------------|
| Low Intensity Single-Family | Light Industrial |
| Medium Intensity Single-Family | Heavy Industrial |
| High Intensity Single-Family | Parks and Open Space |
| Multi-Family Residential | Public and Semi-Public |
| Business Park | Utility |
| Regional Commercial | Potential South Tulsa-Jenks Bridge |
| Local Commercial | Potential Road Connections |
| Downtown | |

East 131st Street South

POCKET PARK
SITTING AREAS / PARK BENCHES
PROFESSIONAL LANDSCAPING

COMMUNITY PARK
DETENTION FACILITY W/ FOUNTAIN
BOULDER OUTCROPPINGS
WOODEN PEDESTRIAN BRIDGE
STOCKED FISHING POND
ALL-WEATHER SURFACE JOGGING TRAIL
PROFESSIONAL LANDSCAPING



DRY DETENTION FACILITY
PROFESSIONAL LANDSCAPING



EXHIBIT F
CONCEPTUAL SITE PLAN

NOTE: SITE GEOMETRY, STREET PATTERNS, LOT CONFIGURATIONS, ETC., SHOWN HEREON ARE SUBJECT TO CHANGE AND ARE SHOWN FOR REFERENCE ONLY IN ORDER TO CONVEY THE INTENT OF THE PROPOSED DEVELOPMENT. THE PUD TEXT CONTAINING DEVELOPMENT STANDARDS SHALL GOVERN FINAL SITE DESIGN. FOR THE PURPOSES OF SITE PLAN REVIEW REQUIREMENTS, THE APPROVED FINAL PLAT SHALL CONSTITUTE THE REQUIRED DETAILED SITE PLAN.

II. Development Standards

Land Area: 30.21 Acres

Zoning: RS-1

Permitted uses: All uses permitted by right within the RS-1 zoning district.

Residential lot density calculation:

Maximum dwelling units allowed in RS-1 zoning district (1,316,079.6 / 10,000 square feet): 131

Maximum dwelling units (residential lots) allowed by this PUD: 85

Minimum lot width: 80 feet

* Lots with cul-de-sac or radial “knuckle” frontage may have a minimum width of 40 feet at the right-of-way line but shall meet the minimum requirements for lot areas as specified in this PUD.

Minimum lot area: 10,000 square feet

Maximum structure height: 35 feet

* with the exception of chimneys, cupolas, or other architectural structures which may extended to a maximum of 45 feet.

Off-Street Parking: Three (3) enclosed off-street parking spaces per dwelling unit

Maximum Stories: 2

Front yard: 25 feet

Rear yard: 20 feet

Side yard adjacent to lot: 5 feet *

* no residence shall be built nearer than five (5) feet to any side lot on one side, and five (5) feet on the other side, thus requiring a combined total of at least fifteen (10) feet between the residences.

Side yard adjacent to street: 20 feet

All other yards abutting on East 131st Street South: 35 feet

Maximum Impervious Surface Coverage: 45%

III. General Provisions

A. BUILDING MATERIALS

The exterior walls of the first floor (up to the top of the first-floor plate line) of a dwelling shall be 100% masonry or stone; provided that the area of all windows, doors, other openings, and covered porches located on said exterior walls shall be excluded in the determination of the area of the exterior walls.

B. SIGNAGE

An identification sign shall be permitted with a maximum of 64 square feet of display signage surface. Additional signage for amenities will be allowed with a maximum of 16 square feet.

C. ACCESS & CIRCULATION

The subject tract shall be accessed from East 131st Street South along the north side of the property. Interior vehicular access shall be derived from a single entrance with a single curbed, asphalt public street. The public street shall be designed and constructed according to the specifications set forth by the City of Jenks Engineering Design Standards.

D. TOPOGRAPHY & EXISTING SOILS

The property consists of pastureland with elevations ranging from 753 feet to 770 feet. The Soil Survey of Tulsa County, Oklahoma was used to help identify soil types present on the site.

Existing soils consist of the following:

- (4) Bates-Coweta complex
 - 3% to 5% slopes
- (12) Dennis silt loam
 - 1% to 3% slopes
- (14) Dennis silt loam
 - 3% to 5% slopes, eroded
- (16) Dennis-Radley complex
 - 0% to 12% slopes



E. UTILITIES & DRAINAGE

Utilities are either available at the development boundaries or will be provided by customary extension adjacent to the site. Storm water drainage will be collected, and detention will be addressed within designated reserve areas in accordance with the City of Jenks Engineering Design Standards. Domestic and irrigation water service will be provided by Creek County RWD #2 and sanitary sewer service will be provided by the City of Jenks.

F. AMENITIES

Neighborhood amenities will be maintained as common areas by a mandatory property owners' association to be formed by the Deed of Dedication and Restrictive Covenants of a subdivision plat. These amenities include, but are not limited to:

- Passive recreation / green space / reserve areas
- Pocket park with sitting areas / park benches
- Stocked fishing pond & wooden pedestrian bridge
- All-weather surface walking trail
- Large backyards to allow for swimming pools on individual lots
- Entrance with brick or stone screening walls
- 3-rail white vinyl ranch fence along arterial street adjacent to detention facility
- Brick pony wall and wood fence with brick pillars along arterial street adjacent to lots
- New tree plantings and professional landscaping
- Natural boulder outcroppings

G. SITE PLAN REVIEW

For the purposes of site plan review requirements, the approved final plat shall constitute the required detailed site plan.

H. PLATTING REQUIREMENT

No building permit shall be issued until the area comprising the Planned Unit Development has been included within a subdivision plat submitted to and approved by the City of Jenks Planning Commission and City Council, and duly filed of record. The required subdivision plat shall include covenants of record implementing the development standards of the approved Planned Unit Development and the City of Jenks shall be a beneficiary thereof.

Oklahoma Statutes Citationized



Title 11. Cities and Towns



Chapter 1 - Oklahoma Municipal Code



Article Article XLII - Vacating Plats and Public Ways



Section 42-110 - Power to Close Public Ways or Easements by Ordinance - Reopening - Rights of Utilities

Cite as: O.S. §, __ __

A. The municipal governing body by ordinance may close to the public use any public way or **easement** within the municipality whenever deemed necessary or expedient. The procedure for closing a public way or **easement** shall be established by ordinance or resolution adopted by the municipality.

B. The municipality shall give written notice of any proposed closing of a public way or **easement** to any holder of a franchise or others determined by the governing body to have a special right or privilege granted by ordinance or legislative enactment to use the public way or **easement** at least thirty (30) days prior to passage of any ordinance providing for closing of a public way or **easement**.

C. The municipality shall retain the absolute right to reopen the public way or **easement** without expense to the municipality. The public way or **easement** may be reopened by ordinance whenever:

1. The municipal governing body deems it necessary; or
2. An application of the property owners owning more than one-half in area of the property abutting on the public way or **easement** previously closed is filed with the governing body.

D. Closing of the public way or **easement** shall not affect the right to maintain, repair, reconstruct, operate or remove utility, public service corporation, or transmission company facilities of service therein, nor shall a closing affect private ways existing by operation of law unless released in writing executed by the owners thereof.



Oklahoma Statutes Citationized



Title 11. Cities and Towns



Chapter 1 - Oklahoma Municipal Code



Article Article XLII - Vacating Plats and Public Ways



Section 42-111 - Court Action by Owners to Foreclose or Reopen Public Way - Petition

Cite as: O.S. §, __ __

Any owner of any real estate to which any public way or easement, or any part thereof, has heretofore reverted or may hereafter revert by closing, within the corporate limits of any municipality, may commence an action in the district court in the county in which the real estate is situated, upon filing a verified petition. The petition shall show the passage of an ordinance closing the public way or easement and ask for the foreclosure of the absolute right to reopen the public way or easement or ask for the reopening of the public way or easement. Attached to the verified petition shall be the certificate of a bonded abstractor listing the names and mailing addresses of all persons required to be notified as set forth in Section 11-[42-112](#) of this title.

Historical Data

Laws 1977, HB 1100, c. 256, § 42-111, eff. July 1, 1978.

Citationizer® Summary of Documents Citing This Document

Cite Name Level

None Found.

Citationizer: Table of Authority

Cite Name	Level
Title 11. Cities and Towns	
Cite	Name Level
11 O.S. 42-112,	Notice of Court Action by Owners to Foreclose or Reopen Cited

Oklahoma Statutes Citationized

Title 11. Cities and Towns

Chapter 1 - Oklahoma Municipal Code

Article Article XLII - Vacating Plats and Public Ways

Section 42-101 - Definitions

Cite as: O.S. §, __ __

In Sections 11-42-101 through 11-~~42-115~~ of this title, the following terms shall have the meanings respectively provided for them in this section, unless the context otherwise requires:

1. "Close" means a legislative act of the governing body of a municipality discontinuing the public use of a public way or easement without affecting title to real property;
2. "Vacate" means the termination, by written instrument, as provided in Section 11-~~42-106~~ of this title, or judicial act of the district court, of private and/or public rights in a public way, easement or plat and vesting title in real estate in private ownership;
3. "Public way" means a street, avenue, boulevard, alley, lane or thoroughfare open for public use; and
4. "Easement" means rights in real property as set forth in Section 49 of Title 60 of the Oklahoma Statutes.

Historical Data

Laws 1977, HB 1100, c. 256, § 41-101, eff. July 1, 1978.

Oklahoma Statutes Citationized

Title 11. Cities and Towns

Chapter 1 - Oklahoma Municipal Code

Article Article XLII - Vacating Plats and Public Ways

Section 42-102 - Application by Owner for Vacation of Platted Tract, Street, Alley, Easement or Public Way - Power of District Court

Cite as: O.S. §, __ __

A. If the owner of any tract of land platted for municipal purposes, or the owner of any portion of such platted tract, desires to vacate the whole or some part thereof, or desires to vacate a platted street, alley, easement or portion thereof, the owner shall file a verified application setting forth his current address and briefly stating the reason for vacating, in the district court in the county where the land is located.

B. Notwithstanding provisions in subsection A of this section, if the owner of any tract of land platted for municipal purposes for a public way desires to vacate some part thereof and the portion thus vacated would not obstruct the use of the balance of the tract as a street, avenue, alley, lane or thoroughfare open for public use, and which tract after vacation would remain bounded on all sides by land platted for municipal purposes, the owner may file a verified application in the district court in the county where the property is located. The district court is authorized, upon application by such owner and upon showing that previous use of the tract as a street would remain unobstructed, to alter or vacate the platted tract or any part thereof.

C. In cases where a portion of a tract is vacated but remains bounded on all sides by public ways and public grounds, title to the portion vacated shall pass to the municipality or public entity created by the municipality for the purpose of managing, developing, maintaining or leasing, for any lawful purpose, public or private, the tract so vacated. The title to said tract shall remain with the municipality or other public entity until such time as any adjacent tract comprising the public way or street is subsequently vacated and no longer used for a public purpose.

Historical Data

Laws 1977, HB 1100, c. 256, § 42-102, eff. July 1, 1978; Amended by Laws 1979, HB 1298, c. 236, § 1; Amended by Laws 1990, HB 1411, c. 194, § 1, emerg. eff. May 10, 1990.

Citationizer® Summary of Documents Citing This Document

Cite Name	Level
Oklahoma Court of Civil Appeals Cases	
Cite	Name
1984 OK CIV APP 45, 689 P.2d 1286,	Red Rock Petroleum Co., Inc. v. City of Choctaw
	Level
	Cited

Citationizer: Table of Authority

Cite	Name	Level
None Found.		

Oklahoma Statutes Citationized

Title 11. Cities and Towns

Chapter 1 - Oklahoma Municipal Code

Article Article XLII - Vacating Plats and Public Ways

Section 42-103 - Notice of Application for Vacation - Hearing - Date - Notice of Hearing -

Right to Resist.

Cite as: O.S. §, __ __

A. In addition to any other requirements for notice provided by this section, notice of hearing shall be given to the public by one publication in some newspaper of general circulation in the municipality where the land is located. If there is no newspaper published in such municipality where the land is located, the publication may be in some newspaper of general circulation in the county where the land is located. Such notice shall be published at least thirty (30) days prior to the time when the application has been set for hearing by the court.

B. The court shall set a date for hearing on an application for vacation, not less than thirty-five (35) days nor more than sixty (60) days after the filing of the application. Notice of the hearing, with a copy of the application attached thereto, shall be served at least thirty (30) days prior to the date set for said hearing in the same manner as is provided for service of process in civil actions on:

1. The governing body of the municipality if the tract, street, alley, easement or portion thereof is inside the municipal limits;
2. The board of county commissioners; and
3. Any holder of a franchise and others having a special right or privilege granted by ordinance or legislative enactment to use the platted tract or portion thereof or street, alley, easement or portion thereof sought to be vacated.

C. Notice of the hearing shall be mailed by first class mail at least thirty (30) days prior to the date set for said hearing to:

1. All owners of land, as shown by the current year's tax rolls in the office of the county treasurer, within three hundred (300) feet of the tract, street, alley, easement or portion thereof sought to be vacated; and
2. All persons, firms or corporations, not otherwise required to be notified, that are known by the applicant to claim an interest or right in the tract, street, alley, easement or portion thereof sought to be vacated.

Attached to any application shall be the certificate of a bonded abstractor listing the names and mailing addresses, as reflected by the current year's tax rolls in the office of the county treasurer, of all persons required to be notified herein.

D. The municipality, county, and any holder of a franchise or other special right or privilege, or any owner of any land required by this section to be notified, may appear and oppose and resist the application if such party has filed, at least five (5) days prior to the date set for said hearing, a verified answer showing the grounds therefor. A copy of the answer shall be mailed to the applicant or applicants the date the answer is filed.

EASEMENT CLOSURES, VACATIONS, AND ENCROACHMENTS ARE PROCESSED THROUGH THE CITY. IT IS NOT A BOARD OF ADJUSTMENT ACTION.

NONREFUNDABLE: A nonrefundable filing fee in such amount as established by resolution in the current approved Manual of Fees of the City Council shall accompany each application to vacate a public way or easement

CLOSURE:

- (Step 1) Closure Process
 - Complete City form
 - Submit Survey | Hire Engineer or surveyor
 - Pay Fee: NONREFUNDABLE FEE (fee schedule subject to change)
 - \$750.00 +
 - \$110.00 Public Notice +
 - \$40.00 Ordinance Fee +
 - \$250.00 Processing Fee
- (Step 2) Staff places application on City Council Agenda
 - Council & Staff must agree to the vacation

VACATION: The City cannot vacate an easement; this requires legal action at District Court at the cost of the applicant

- (Step 1) Vacation Process
 - Complete City form
 - Same initial process as a CLOSURE (See Closure)
 - Council must agree to the vacation
 - NONREFUNDABLE BASE FEE (fee schedule subject to change)
- (Step 2) District Court Action
 - Must have approval of City Council
 - Usually requires attorney action
 - City has no additional fees for District Court Action.

ENCROACHMENT:

- (Step 1) Encroachment Agreement Process
 - Complete City form
 - Same initial process as a CLOSURE
 - NONREFUNDABLE BASE FEE
 - ENCROACHMENT AGREEMENTS are a private agreement with Public Works and the other utility companies

DEFINITIONS:

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

CLOSE: A legislative act of the City Council discontinuing the public use of a public way or easement without affecting title to such real property.

EASEMENT: Rights in real property as established by the laws of the state.

PUBLIC WAY: A street, avenue, boulevard, alley, lane or thoroughfare established and/or open for public use.

ORDINANCE INFORMATION SUMMARY:

1. The City can close an easement.
2. Closure allows it to be reopened if necessary in the future.
3. CODE REQUIREMENT
 - a. If the applicant closes a **public way** there is a requirement of a 300 ft. radius notice
 - i. **PUBLIC WAY:** street, avenue, boulevard, alley, lane or thoroughfare established and/or open for public use
 - b. 30 Day Notice Period
 - c. City Council Action/Decision
 - d. CLOSURE
 - i. First Step to Easement Vacation
 - ii. First Step to Encroachment Agreement

APPLICATION FOR CLOSING:

All applications for closing easements or public ways located within the corporate limits of the City shall be filed with the City and the applicant shall furnish information meeting the following minimum requirements:

A. Plan: A plot plan or other representative sketch or drawing (depicting distances and points of the compass) showing the location and area of public way or easement.

B. Legal Description: The legal description of the public way or easement to be closed.

C. Purpose: If an easement is being closed, the purpose for which the easement was originally given.

D. Name, Plat Number: If the easement or public way was established by statutory dedication pursuant to a recorded subdivision plat, the name of the subdivision and plat number shall be furnished.

E. Open For Public Use; Information Required:

- If the application seeks to close a public way,
 - the applicant shall state whether or not such public way has ever been open for public use within the five (5) year period immediately preceding the date of the filing of such application;
 - if such public way has been open for public use within such period of time,
 - the applicant shall furnish a list certified by the certificate of a bonded abstractor containing the names and addresses of all owners of record,
 - as shown by the current year's tax rolls in the office of the county treasurer,
 - of property abutting the public way and such other owners of record whose property is within three hundred feet (300') in any direction from the public way sought to be closed.

F. Form Of Application: All applications shall be made upon forms furnished by the City and shall contain such additional information as may be determined by the City to be necessary for evaluating the application.

PROCESSING APPLICATIONS:

A. Notice: The City

- shall give written notice of the pending application (as applicable to such application, within the City): (30 day process)
- water departments
- sewer departments
- all companies whose franchises within the City entitle them to the use of public ways and/or easements
- Notice shall require that all comments on the application shall be made in writing to the City within thirty (30) days from the date of the written notice.

B. Recommendation: Within a reasonable period of time after the expiration of the thirty (30) day notice period, the City shall recommend to the City Council what action should be taken upon the application.

C. City Council Decision: Upon receipt of the report and recommendation of the City to

- The City Council may, without giving further notice to any third party...any application seeking to vacate an easement or close a public way which has not been open for public use for more than the five (5) year period immediately preceding the date of the filing of such application:
 - approve either in whole or in part
 - deny either in whole or in part
- The City Council shall set a date for public hearing...any application seeking to vacate an easement or close a public way which has been open for public use thereon
 - direct the City clerk to give notice by certified mail to all property owners shown on the list furnished by the applicant.
 - Such notice shall be given at least ten (10) calendar days prior to the scheduled public hearing.
 - It shall identify the nature of the pending preceding, and direct that any person having an objection to the pending application must appear at the public hearing to advise the City Council of the nature of such objection.
 - On the day of the scheduled public hearing
 - the City Council shall inquire into the merits of the application and upon determination of all parties, the proposed closing.
 - shall approve either in whole or in part,
 - or deny, either in whole or in part,

D. Ordinance Preparation: Upon approval of any application, the City attorney shall be directed to prepare a proper ordinance closing the public way or easement; upon its adoption, the City clerk shall determine the cost for publishing such ordinance and, upon payment of such sum to the City by the applicant, the City clerk shall have the ordinance published.

RETENTION OF RIGHTS:

The City shall retain the absolute right to reopen a closed public way or easement without expense to the City. The closing of any public way or easement shall not affect the right to maintain, repair, reconstruct, operate or remove utility, public service corporation or transmission company facilities existing therein, nor shall such closing affect private ways existing by operation of law.

FEES:

A nonrefundable fee in such amount as established by resolution of the City Council shall accompany each application to vacate a public way or easement. In addition to such filing fee, if the application seeks to close a public way which has been open to public use within the five (5) year period preceding the date of application, the applicant at time of filing shall pay an additional mailing and processing fee in such amount as established by resolution of the City Council for each property owner who is entitled to receive notice of the proceeding, if the application is withdrawn prior to the mailing of notices, such fee shall be refunded to the applicant.

PENALTY:

Except as stated otherwise, violations of this chapter are punishable.

CITY OF JENKS | DOD | PLAT ADDENDUM (COVER PAGE)

9/8/2025

<i>Do NOT Remove to this cover page.</i>	
TO	Tulsa County Real Estate Services Division Planning Director, Marcae Hillton
SUBJECT	[Type of meeting]
PLAT NAME	" _____ "
FILED BY (NAME)	XXXX
FILED BY (ADDRESS)	XXXX

Document(s) Summary¹

PLAT DATA	Original Information	Amended Information (As Needed)
NAME (PHASE II)	"XXX"	
PLAT DOC #	X	
RECORDED	X	
STR	X	
LEGAL	As seen on the plat.	
PUD NAME	"PUD 123"	
CASE NUMBER	PUD APPROVAL DATE	APPROVING BODY
PUD 123		City Council
PUD 123		Planning Commission
<i>See Related Attachments.</i>		

¹ This document serves as a cover page for addendums to Plats when approved PUD (Planned Unit Development) amendments change the language of a plat Deed of Dedication; and for new subdivision plats within the City of Jenks that are approved with a companion PUD. Complete cover page and provide copy of filed document to City of Jenks.

CITY OF JENKS | ACCEPTANCE FORM | PLAT ADDENDUM

9/8/2025

PLAT NAME Plat recordation

Location: XXXX.

Official notice is hereby given of the decision of the Jenks City Council in the matter of Zoning Case JZ 24 PUD XXX for which action was completed on DATE, Per Ordinance No. XXXX.

All Plat Addendums such as Planned Unit Development (PUD) documents, easements, right-of-way or other dedications must include the following for acceptance by the City of Jenks:

Accepted By: _____

Mayor, Cory Box
City of Jenks

Attest: _____

Brandon Macy
City Clerk, City of Jenks

Date: _____

Acknowledged By: _____

Marcae Hilton
Director of Planning, City of Jenks

Date: _____

Please include this information on the dedicating instrument. If it must be on a separate page, the page must include a header or footer with information making clear the connection with the instrument of dedication.

PLAT OF SURVEY

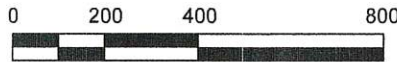
20' WIDE UTILITY EASEMENT TO BE VACATED

EXHIBIT "A"

PAGE 1 of 2

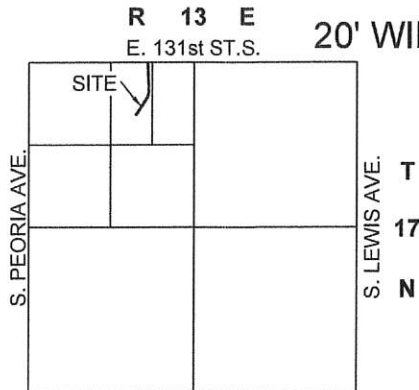


SCALE: 1" = 400'

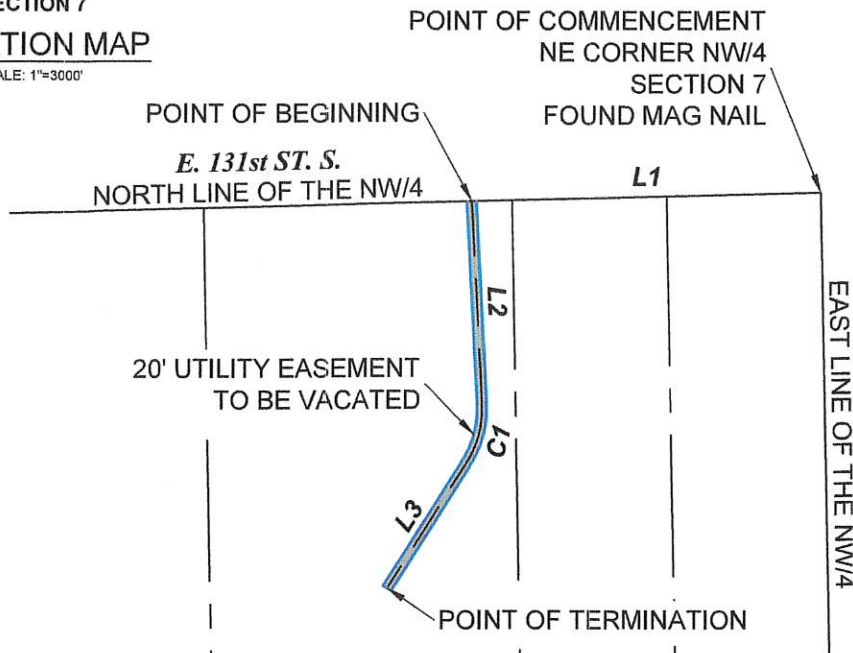


LINE	BEARING	DISTANCE
L1	S 88°37'13" W	749.93'
L2	S 03°01'04" E	433.98'
L3	S 32°27'08" W	310.06'

CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	215.00'	138.76'	S 15°28'17" W	136.36'



SECTION 7
LOCATION MAP
SCALE: 1"=3000'



INDEX

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

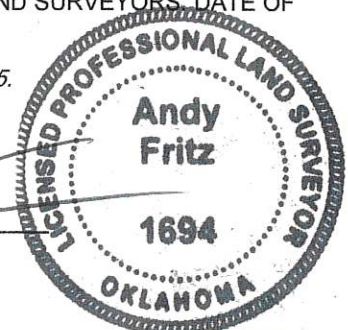
SURVEYOR'S CERTIFICATION

FRITZ LAND SURVEYING, LLC AND THE UNDERSIGNED PROFESSIONAL LAND SURVEYOR, UNDER CERTIFICATE OF AUTHORIZATION CA #5848, DO HEREBY STATE THAT THIS PLAT OF SURVEY AND LEGAL DESCRIPTION IS A TRUE AND ACCURATE REPRESENTATION OF THE RECORD CONDITIONS AT THE TIME OF THE SURVEY. THIS PLAT OF SURVEY IS INTENDED TO ILLUSTRATE THE PROPOSED 20' WIDE UTILITY EASEMENT TO BE VACATED AND FEATURES OF THE PROPERTY HAVE BEEN OMITTED FOR CLARITY. THAT THIS IS A TRUE REPRESENTATION OF THE EASEMENT AS DESCRIBED. THIS PLAT MEETS OR EXCEEDS THE MINIMUM TECHNICAL STANDARDS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS. DATE OF LAST SITE VISIT: JANUARY 7, 2024.

WITNESS MY HAND AND SEAL THIS 11th DAY OF APRIL, 2025.

FRITZ LAND SURVEYING, LLC
524 EAST MAIN STREET, JENKS, OK 74037
PH: 918-528-5121
FRITZLANDSURVEYING@GMAIL.COM
C.A. # 5848 EXPIRES: 6-30-2026
FLS 25001
PAGE 1 OF 2

ANDY FRITZ, PLS
OK LIC. 1694
CA #5848 EXP. 06.30.2026



**LEGAL DESCRIPTION
20' WIDE UTILITY EASEMENT TO BE VACATED
EXHIBIT "A"**

PAGE 2 of 2

EASEMENT TO BE VACATED FILED AS UTILITY EASEMENT IN BOOK 7196, PAGE 1498

SAID DOCUMENT HAS AN AMBIGUOUS LEGAL DESCRIPTION AS WRITTEN CONCERNING ITS TRUE POINT OF BEGINNING. BASED ON A SURVEY OF THE AFFECTED PROPERTY AND ITS IMPROVEMENTS, THIS SURVEYOR DETERMINED THE POSITION OF THE EASEMENT TO BE RELATIVE TO SAID IMPROVEMENTS AND VACATES SAID POSITION AS FOLLOWS. THE SIZE AND SHAPE OF THE EASEMENT REMAINS UNCHANGED.

20' WIDE UTILITY EASEMENT TO BE VACATED LEGAL DESCRIPTION:

A TWENTY (20) FOOT WIDE TRACT OF LAND THAT IS PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER (W/2 NE/4 NW/4) OF SECTION SEVEN (7), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, THE CENTERLINE OF SAID 20 FOOT WIDE EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NW/4 OF SAID SECTION 7;
THENCE SOUTH 88°37'13" WEST ALONG THE NORTH LINE THEREOF 749.93 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 03°01'04" EAST 433.98 FEET TO A POINT OF CURVATURE;
THENCE SOUTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 215.00 FEET, AN ARC LENGTH OF 138.76 FEET, A CHORD BEARING OF SOUTH 15°28'17" WEST AND A CHORD LENGTH OF 136.36 FEET;
THENCE SOUTH 32°27'08" WEST 310.06 FEET TO THE POINT OF TERMINATION.

SAID 20' WIDE TRACT OF LAND CONTAINS 17,656.0 SQ. FEET OR 0.41 ACRES.
BEARINGS ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, (3501 OK N), NORTH AMERICAN DATUM 1983 (NAD83) USING THE NORTH LINE OF THE NW/4 OF SEC.07, T17N, R13E AS SOUTH 88°37'13" WEST.

SURVEYOR'S CERTIFICATION

FRITZ LAND SURVEYING, LLC AND THE UNDERSIGNED PROFESSIONAL LAND SURVEYOR, UNDER CERTIFICATE OF AUTHORIZATION CA #5848, DO HEREBY STATE THAT THIS PLAT OF SURVEY AND LEGAL DESCRIPTION IS A TRUE AND ACCURATE REPRESENTATION OF THE RECORD CONDITIONS AT THE TIME OF THE SURVEY. THIS PLAT OF SURVEY AND LEGAL DESCRIPTION IS INTENDED TO ILLUSTRATE THE PROPOSED 20' WIDE UTILITY EASEMENT TO BE VACATED AND FEATURES OF THE PROPERTY HAVE BEEN OMITTED FOR CLARITY. THAT THIS IS A TRUE REPRESENTATION OF THE EASEMENT AS DESCRIBED. THIS PLAT MEETS OR EXCEEDS THE MINIMUM TECHNICAL STANDARDS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS. DATE OF LAST SITE VISIT: JANUARY 7, 2024.

WITNESS MY HAND AND SEAL THIS 11th DAY OF APRIL, 2025.

FRITZ LAND SURVEYING, LLC
524 EAST MAIN STREET, JENKS, OK 74037
PH: 918-528-5121
FRITZLANDSURVEYING@GMAIL.COM
C.A. # 5848 EXPIRES: 6-30-2026
FLS 25001

ANDY FRITZ, PLS
OK LIC. 1694
CA #5848 EXP. 06.30.2026



17355_ACCESS VACATE CLOSURE REPORT

Fri Mar 21 13:51:38 2025

Northing	Easting	Bearing	Distance
373105.319	2588360.920	N 01°02'24" W	20.000
373125.316	2588360.557	N 88°44'22" E	34.891
373126.084	2588395.440		
Radius: 117.500 Chord: 64.817 Degree: 48°45'45" Dir: Right			
Length: 65.669 Delta: 32°01'18" Tangent: 33.716			
Chord BRG: S 75°14'59" E Rad-In: S 01°15'38" E Rad-Out: S 30°45'39" W			
Radius Point: 373008.612,2588398.025			
373109.581	2588458.121		
Radius: 47.500 Chord: 26.163 Degree: 120°37'22" Dir: Left			
Length: 26.506 Delta: 31°58'20" Tangent: 13.608			
Chord BRG: S 75°13'31" E Rad-In: N 30°45'39" E Rad-Out: N 01°12'41" W			
Radius Point: 373150.398,2588482.415			
373102.909	2588483.420	S 01°12'41" E	20.000
373082.913	2588483.842		
Radius: 67.500 Chord: 37.180 Degree: 84°52'57" Dir: Right			
Length: 37.667 Delta: 31°58'20" Tangent: 19.338			
Chord BRG: N 75°13'31" W Rad-In: N 01°12'41" W Rad-Out: N 30°45'39" E			
Radius Point: 373150.398,2588482.415			
373092.395	2588447.892		
Radius: 97.500 Chord: 53.785 Degree: 58°45'54" Dir: Left			
Length: 54.491 Delta: 32°01'18" Tangent: 27.978			
Chord BRG: N 75°14'59" W Rad-In: S 30°45'39" W Rad-Out: S 01°15'38" E			
Radius Point: 373008.612,2588398.025			
373106.088	2588395.880	S 88°44'22" W	34.968
373105.319	2588360.920		

Closure Error Distance> 0.00000

Total Distance> 294.192

Polyline Area: 2541.9 sq ft, 0.06 acres





August 27, 2025

Planning Department
City of Jenks
211 N Elm St.,
Jenks, OK 74037

Attn: Marcae Hilton

RE: Bentley Ranch U/E Vacation Request

Cox Communications has no objection to the City of Jenks vacate notification for 20' WIDE UTILITY EASEMENT. We do not have any active plants in the area.

If you have any questions or concerns, please feel free to contact our office at (918) 894-1737 or email TULROW@cox.com.

Sincerely,

Ashylee Daugherty

Ashylee Daugherty

Cox Communications

Land Use Agent

ashylee.daugherty@cox.com

918-894-1737

Special Event Committee Recommendation

Event title: 2025 Christmas Parade

Proposed date(s): 11/22/25

Description: Jenks Chamber Christmas Parade

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

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

Comments:



Captain Nick Chandlee, Special Event Committee Chair

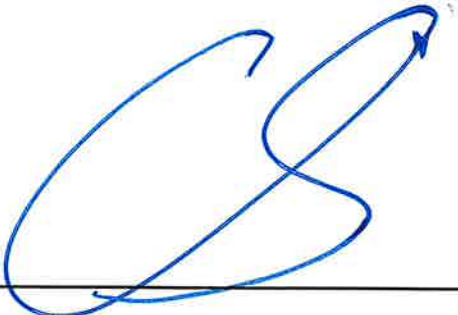
9/8/25

Date

After reviewing the committee's recommendation:

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

Comments:



Chris Shrout, City Manager

9.8.25

Date



FORM CENTER

[VIEW SITE](#)
[MAIN](#)
[FIELD SETS](#)
[LEGACY FORMS](#)
[PROPERTIES](#)
[BACK](#)
[PRINT](#)
[SAVE CHANGES](#)
[CANCEL](#)
[Form Center](#) ► [Police Department](#) ► [Special Event Application](#) ► Submission #9617


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

Form Details

Submitted By:
Stephanie Kern

Submitted On:
July 18, 2025 1:44 PM

IP Address:
166.137.115.4

Referrer:
<https://www.jenks.com/FormCenter/...>
 Department-7/Special-Event-Application-61?
 savedProgressID=911

Answered 88 of 98 (89.8%)

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

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

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



cleanup, other permits, and damages occurring to city property and/or facilities. The applicant has the responsibility to be aware of and comply with city ordinances and regulations including, but not limited to, curfew ordinance, county/city public health regulations, police safety requirements, and insurance coverage requirements. **A Special Event Application does not negate the additional requirements of obtaining the proper zoning, health, alcohol and beer, tent, amusement or park permits.**

Event and Event Organizer Information

Event Title *

Jenks Christmas Parade

Event Description *

Parade

Date of Event *

11/22/2025

Event Location (Include Site & Street Maps) *

Downtown Jenks

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

1000

Diagram/Map *

[Christmas Parade Route Map.png](#)

Event Organizer *

Email Address *

Primary Contact *

Stephanie Kern

Primary Phone *

9186077088

Secondary Contact

Angie Duntz

Secondary Phone

9182602273

Primary Mailing Address *

PO BOX 902

City *

Jenks

State *

OK

Zip Code *

74037

Non-Profit
Fundraiser/What
Cause

Fundraiser/What Cause (Please Specify)

Community Event

TIMELINE OF EVENT

Street Closing (for setup)

Date *

Time *

11/22/2025

7:00 AM

Event Start

Date *

Time *

11/22/2025

10:00 AM

Event End

Date *

Time *

11/22/2025

11:00 AM

Street Opening

Date *

Time *

11/22/2025

12:00 PM

Street(s) requested to be closed *

Main Street, A Street, 1st Street, 3rd Street

Street Closure Diagram

Parade Route-2.png

Medical First Aid On-Site?*

☐ Yes

☐ No

If yes, please describe

Jenks Fire if needed

Security On-Site?*

☐ Yes

☐ No

If yes, please describe

Jenks Police if needed

Volunteers for Traffic Control?*

☐ Yes

☐ No

If yes, please describe

Is Parking Available?*

☐ Yes

☐ No

If yes, please describe

JPS lots & city parking lots

Is Disabled Parking Available?*

☐ Yes

☐ No

If yes, please describe

**Will There Be Sound Amplification
or Lights?***

☐ Yes

☐ No

If yes, please describe

speaker system announcing floats on Main Street

Restrooms On-Site?*

☐ Yes

☐ No

If yes, please describe

Downtown Commons

Describe your plan for cleanup and removal of waste *

Jenks Chamber if needed

Additional Responsibilities

Open Air Event*

☐ Yes

☐ No

Private Property *

☐ Yes

☐ No

Owner of Property/Contact

Phone

Non-City Public Property*
☐ Yes

☒ No

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

☒ No

Explain

city streets; Staging areas (see map)

Alcohol/Beer*
OK ABLE License Required
☐ Yes

☒ No

Explain
Food Sales*
☐ Yes

☒ No

Number of Food Vendors
Tents*
☐ Yes

☒ No

Tent Sizes/Locations

Attach map

Banners/Signs needed?*

- ☐ Yes
- ☐ No

Explain

Banner for Lights On / Christmas Parade

Special Permits Needed*

- ☐ Yes
- ☐ No

Explain

Appropriate Zoning*

- ☐ Yes
- ☐ No

Explain

Venue Insurance*

- ☐ Yes
- ☐ No

Agency Contact

Craig Bowman Agency

Phone

(800) 334-5579

Firearms

Explosives/Fireworks

Cooking

Alcoholic Beverages Served

Aircraft

Other

Please specify if other chosen

Parade

1. Describe your organization and its purpose. *

Jenks Chamber of Commerce

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

Annual

3. What is the purpose of the event? *

Community Christmas Celebration

4. Summarize your event. *

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

yes - JCC Annually: Kiwanis for 10 years prior to 2024

6. How will you notify affected residents, businesses, churches or schools? *

by letter

9. What is your advertising plan? *

Social media; newsletter; banner & posters on Main Street.

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

8

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

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

na

Affidavit of Applicant

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

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

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

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

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

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

Electronic Signature Agreement

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

Electronic Signature

Stephanie Kern

Print Name *

Stephanie Kern

Date *

07/18/2025

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

City of Jenks & Related Entities Hold Harmless Agreement

Name of Event Sponsor *

Jenks Chamber of Commerce

hereinafter referred to as "APPLICANT"

Address of Applicant *

City	State	Zip Code
Jenks	ok	74037

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

Date *	Between the hours of *
11/22/2025	8:00 AM — 11:30 AM

Event described as *
Jenks Christmas Parade

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

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

Date *	Name of Sponsoring Organization *
---------------	--

Electronic Signature Agreement

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

I agree.

Electronic Signature

Stephanie Kern

Print Name *

Stephanie Kern

Phone Number *

9186077088

Witness Signature

For Office Use

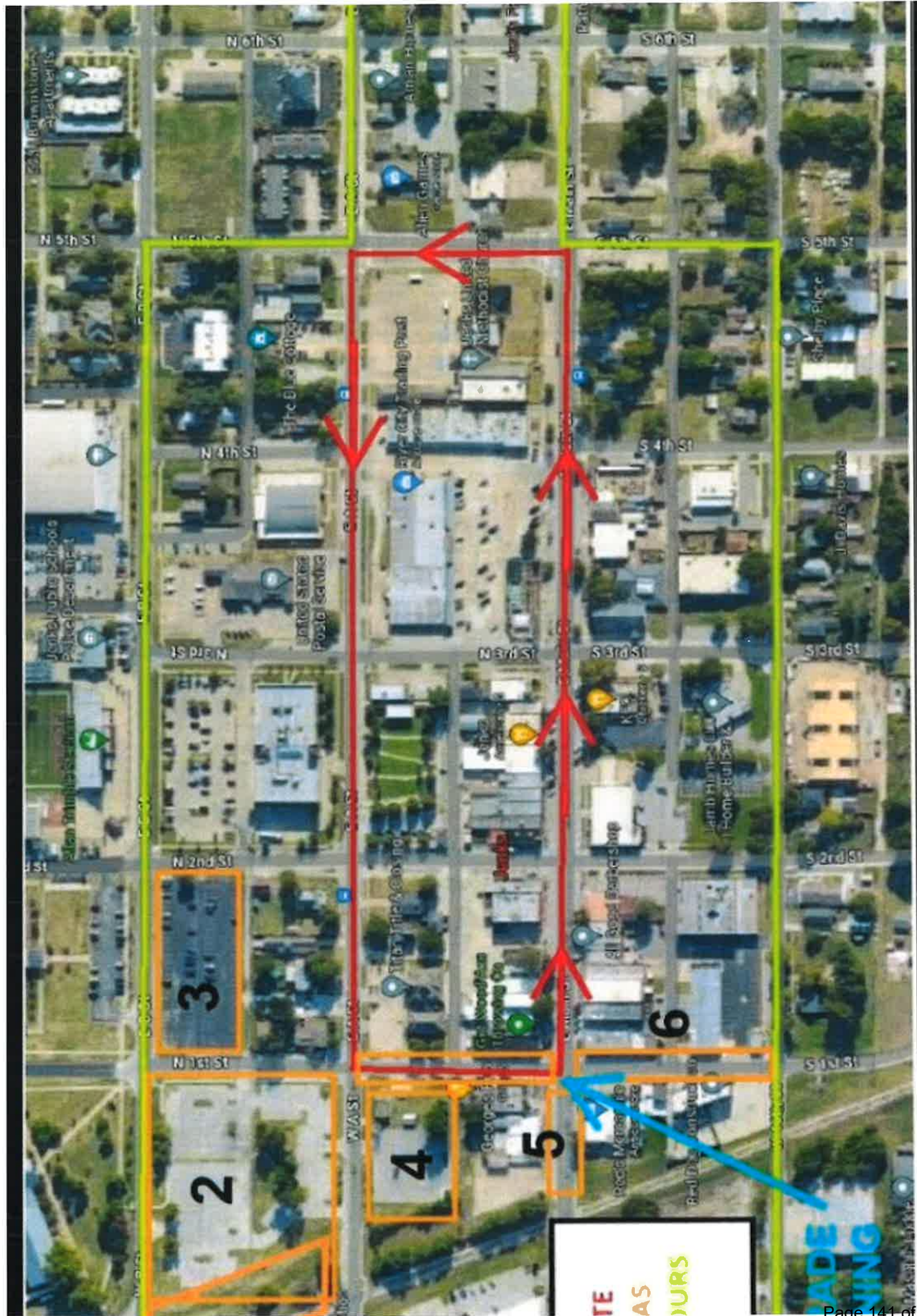


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Special Event Committee Recommendation

Event title: 2025 Stella & Sloan Grand Opening

Proposed date(s): 11/6/25

Description: Stella & Sloan Opening event with food trucks and community engagement

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

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

Comments:



9/4/25

Captain Nick Chandler, Special Event Committee Chair

Date

After reviewing the committee's recommendation:

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

Comments:



9.8.25

Chris Shrout, City Manager

Date



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[Form Center](#) ► [Police Department](#) ► [Special Event Application](#) ► Submission #9889



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

Form Details

Submitted By:

Submitted On:

September 2, 2025 2:31 PM

IP Address:

174.202.160.20

Referrer:

<https://www.jenks.com/FormCenter/...>

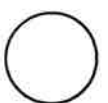
Department-7/SPECIAL-EVENT-APPLICATION-61

Answered 88 of 98 (89.8%)

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

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

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



cleanup, other permits, and damages occurring to city property and/or facilities. The applicant has the responsibility to be aware of and comply with city ordinances and regulations including, but not limited to, curfew ordinance, county/city public health regulations, police safety requirements, and insurance coverage requirements. **A Special Event Application does not negate the additional requirements of obtaining the proper zoning, health, alcohol and beer, tent, amusement or park permits.**

Event and Event Organizer Information

Event Title *

Stella & Sloan by amy leigh Grand Opening

Event Description *

Grand Opening _ The evening will feature light refreshments, appetizers, and drinks and we anticipate welcoming around 400-600 guests. Since our store is located in downtown Jenks, we plan on partnering with local restaurants to bring attention to other businesses.

Date of Event *

11/06/2025

Event Location (Include Site & Street Maps) *

110 E Main St., Jenks OK
74037

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

400-600

Diagram/Map *

[Grand Opening Street Closures.pdf](#)

Event Organizer *

Email Address *

--	--

Primary Contact *

Amy Prosser

Primary Phone *

918-805-9713

Secondary Contact

Natalie Wyrick

Secondary Phone

918-861-9741

Primary Mailing Address *

110 E Main St.

City *

Jenks

State *

OK

Zip Code *

74037

Non-Profit
Fundraiser/What
Cause

Fundraiser/What Cause (Please Specify)

TIMELINE OF EVENT

Street Closing (for setup)

Date *

Time *

11/06/2025

12:00 PM

Event Start

Date *

Time *

11/06/2025

5:00 PM

Event End

Date *

Time *

11/06/2025

10:00 PM

Street Opening

Date *

Time *

11/07/2025

12:00 AM

Street(s) requested to be closed *

Alleys between S First St & S 2nd St & E Aquarium Pl

Street Closure Diagram

Grand Opening Street
Closures.pdf

Medical First Aid On-Site?*

Yes

No

If yes, please describe

Security On-Site?*

Yes

No

If yes, please describe

Volunteers for Traffic Control?*

Yes

No

If yes, please describe

A valet service will be hired.

Is Parking Available?*

Yes

No

If yes, please describe

Public Parking

Is Disabled Parking Available?*

Yes

If yes, please describe

**Will There Be Sound Amplification
or Lights?***

Yes

No

If yes, please describe

DJ or Band

Restrooms On-Site?*

Yes

No

If yes, please describe

Indoor restrooms and portable restrooms

Describe your plan for cleanup and removal of waste *

All hired vendors will conduct their own clean-up and removal.

Additional Responsibilities

Open Air Event*

Yes

No

Private Property *

Yes

No

Owner of Property/Contact

Phone

Non-City Public Property*

Yes

No

Owner of Property/Contact
Phone
City of Jenks Property*

Yes

No

Explain

We would like to request using the new Hive parking area

Alcohol/Beer*
OK ABLE License Required

Yes

No

Explain

License through the hired bartenders

Food Sales*

Yes

No

Number of Food Vendors

1-2 food trucks

Tents*

Yes

No

Tent Sizes/Locations

Attach map

Banners/Signs needed?*

Yes

No

Explain

Special Permits Needed*

Yes

No

Explain

Appropriate Zoning*

Yes

No

Explain

Venue Insurance*

Yes

No

Agency Contact

State Farm/Brent Hagar

Phone

918-344-7373

Firearms

Explosives/Fireworks

Cooking

Alcoholic Beverages Served

Aircraft

Other

Please specify if other chosen

1. Describe your organization and its purpose. *

Stella & Sloan by amy leigh is a luxury home furnishings showroom. The event will be our official brand unveiling to the general public.

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

We have 10+ years of experience in large event planning. We also just hosted our 10 year anniversary as a business at our other office located in Jenks, OK.

3. What is the purpose of the event? *

To open the doors of Stella & Sloan by amy leigh to the public.

4. Summarize your event. *

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

Yes, Amian Homes hosted a similar event celebrating the 10 year anniversary as a company and unveiling their future plans.

6. How will you notify affected residents, businesses, churches or schools? *

We will be sending out letters to all affected businesses.

9. What is your advertising plan? *

We have a layered advertising plan, including local signage and online platforms.

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

8 people

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

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

N/A

Affidavit of Applicant

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

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

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

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

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

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

Electronic Signature Agreement

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

Electronic Signature

Amy Prosser

Print Name *

Amy Prosser

Date *

09/02/2025

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

City of Jenks & Related Entities Hold Harmless Agreement

Name of Event Sponsor *

Amy Prosser

hereinafter referred to as "APPLICANT"

Address of Applicant *

City	State	Zip Code
Jenks	Ok	74037

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

Date *	Between the hours of *
11/06/2025	5:00 PM — 10:00 PM

Event described as *

Stella & Sloan by amy leigh Grand Opening

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

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

Date *	Name of Sponsoring Organization *
---------------	--

Electronic Signature Agreement

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

I agree.

Electronic Signature

Amy Prosser

Print Name *

Amy Prosser

Phone Number *

918-805-9713

Witness Signature

Chris Zemanek

For Office Use



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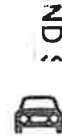
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1:35



George's Pub



RusticGate Creamery



Got Wood Axe Throwing



The Eatery



Pl



Social



Designs

110 E Main St

Gameday Popcorn



Stella's Shop
Event

Good Barbershop

S FIRST ST

parking, food trucks, event

S SECOND ST



The Hive

JM PL

E AQUARIUM PL

S FIRST ST

78°

AQI 47

110 E Main St



Address · Jenks, Oklahoma

Special Event Committee Recommendation

Event title: 2025 Jenks Half Marathon

Proposed date(s): 11/8/25

Description: Half marathon and 5k road race

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

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

Comments:

 #5

Captain Nick Chandler, Special Event Committee Chair

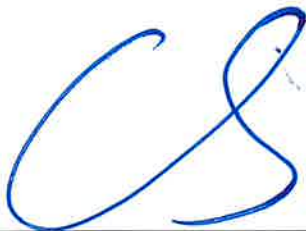
9/2/25

Date

After reviewing the committee's recommendation:

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

Comments:



Chris Shrout, City Manager

9.8.25

Date



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

Form Details

Submitted By:
 Trani Matthews
 Submitted On:
 September 2, 2025 12:30 PM

IP Address:
 98.164.47.190

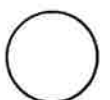
Referrer:
<https://www.jenks.com/FormCenter/...>
 Department-7/Special-Event-Application-61?
 savedProgressID=946

Answered 88 of 98 (89.8%)

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

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

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



cleanup, other permits, and damages occurring to city property and/or facilities. The applicant has the responsibility to be aware of and comply with city ordinances and regulations including, but not limited to, curfew ordinance, county/city public health regulations, police safety requirements, and insurance coverage requirements. A **Special Event Application does not negate the additional requirements of obtaining the proper zoning, health, alcohol and beer, tent, amusement or park permits.**

Event and Event Organizer Information

Event Title *

Jenks Half Marathon

Event Description *

Half Marathon and 5K Road Race

Date of Event *

11/08/2025

Event Location (Include Site & Street Maps) *

Jenks Track and street north and west of town

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

350

Diagram/Map *

[Jenks Half 40 Runner Map.pdf](#)

Event Organizer *

Email Address *

--	--

Primary Contact *

Trani Matthews

Primary Phone *

918-494-8800

Secondary Contact

James Strahan

Secondary Phone

strahorn3@gmail.com

Primary Mailing Address *

Tulsa Runner, 9708 Riverside PKWY, Tulsa, OK, 74137

City *

Tulsa

State *

OK

Zip Code *

74137

Non-Profit
Fundraiser/What
Cause

Fundraiser/What Cause (Please Specify)

Jenks High School Cross Country Booster Club

TIMELINE OF EVENT

Street Closing (for setup)

Date *

Time *

11/08/2025

7:15 AM

Event Start

Date *

Time *

11/08/2025

7:30 AM

Event End

Date *

Time *

11/08/2025

10:45 AM

Street Opening

Date *

Time *

11/08/2025

11:00 AM

Street(s) requested to be closed *

K Place just east of 3rd Street, north of the baseball field parking lot from 7:15 till 7:45 for start of both races

Street Closure Diagram

[Jenks Half 40 Runner](#)

[Map.pdf](#)

Medical First Aid On-Site?*

Yes

No

If yes, please describe

Medical volunteer(s) from OSU Tulsa will be on-site at the track

Security On-Site?*

Yes

No

If yes, please describe

Volunteers for Traffic Control?*

Yes

No

If yes, please describe

Course marshals to direct runners at major intersections

Is Parking Available?*

Yes

No

If yes, please describe

Baseball field lot and lot behind the high school

Is Disabled Parking Available?*

Yes

If yes, please describe

**Will There Be Sound Amplification
or Lights?***

Yes
No

If yes, please describe

Portable sound system at the track and light
around the track

Restrooms On-Site?*

Yes
No

If yes, please describe

At the track as well as portajohns in th e baseball
field lot, at 91st & Elm and 91st & Union

Describe your plan for cleanup and removal of waste *

Volunteers will pick up all race related trash

Additional Responsibilities

Open Air Event*

Yes
No

Private Property *

Yes
No

Owner of Property/Contact

Phone

Non-City Public Property*

Yes
No

Owner of Property/Contact

Jenks High School track

Phone

918-299-4415

City of Jenks Property*

Yes
No

Explain
Alcohol/Beer*

OK ABLE License Required

Yes
No

Explain
Food Sales*

Yes
No

Number of Food Vendors
Tents*

Yes
No

Tent Sizes/Locations

Attach map

Banners/Signs needed?*

Yes

No

Explain

"Real estate" Caution signs will be placed along the route 10 days prior to the race

Special Permits Needed*

Yes

No

Explain

Appropriate Zoning*

Yes

No

Explain

Venue Insurance*

Yes

No

Agency Contact

Through USATF

Phone

(678)324-3300

Firearms

Explosives/Fireworks

Cooking

Alcoholic Beverages Served

Aircraft

Other

Please specify if other chosen

1. Describe your organization and its purpose. *

Tulsa Runner is a running store. We organize the Jenks Half in conjunction with, and to benefit, the Jenks High School Cross country Booster Club.

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

We have organized this race since 2012 as well as Riverside 5000 since 2006.

3. What is the purpose of the event? *

This will be the 45th year for the Jenks Half Marathon, maintaining the tradition and raising money for the XC Booster Club.

4. Summarize your event. *

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

This is the 45th year for the Jenks Half.

6. How will you notify affected residents, businesses, churches or schools? *

Caution signs will be put out along the course 10 days prior to the race, and a notice will be run on the McDonald's Marquee.

9. What is your advertising plan? *

Word of mouth, jenkshalfmarathon.com web site and oksportsandfitness.com

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

40

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

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

NA

Affidavit of Applicant

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

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

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

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

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

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

Electronic Signature Agreement

By checking the "I agree" box below, you agree and acknowledge that 1) your application will not be signed in the sense of a traditional paper document, 2) by signing in this alternate manner, you authorize your electronic

Electronic Signature

Trani Matthews

Print Name *

Trani Matthews

Date *

09/02/2025

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

City of Jenks & Related Entities Hold Harmless Agreement

Name of Event Sponsor *

Tulsa Runner LLC

hereinafter referred to as "APPLICANT"

Address of Applicant *

City	State	Zip Code
Tulsa	OK	74137

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

Date *	Between the hours of *
11/08/2025	7:00 AM — 11:00 AM

Event described as *

Jenks Half Marathon and 5K Road Races

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

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

Date *	Name of Sponsoring Organization *
---------------	--

Electronic Signature Agreement

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

I agree.

Electronic Signature

Trani H Matthews

Print Name *

Trani H Matthews

Phone Number *

918-494-8800

Witness Signature

For Office Use

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For assistance, please [visit our support site](#)

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[Service](#)

JENKS, OK



Special Event Committee Recommendation

Event title: 2025 JHS Homecoming Parade

Proposed date(s): 10/10/25

Description: Jenks High School Homecoming Parade

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

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

Comments:



9/4/25

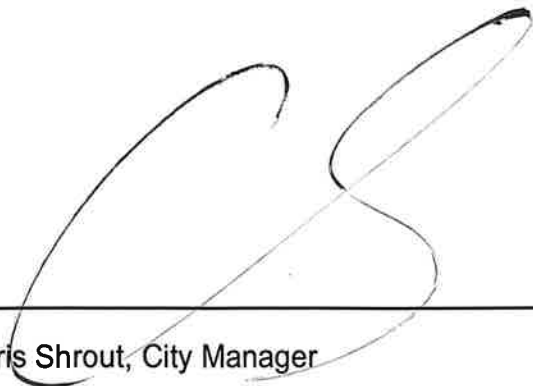
Captain Nick Chandlee, Special Event Committee Chair

Date

After reviewing the committee's recommendation:

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

Comments:



9.8.25

Chris Shrout, City Manager

Date



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Form Center ► Police Department ► Special Event Application ► Submission #9903



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

Form Details

Submitted By:

Submitted On:

September 4, 2025 1:32 PM

IP Address:

207.162.145.91

Referrer:

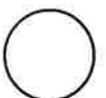
[https://www.jenks.com/formcenter/...
 department-7/special-event-
 application-61](https://www.jenks.com/formcenter/...department-7/special-event-application-61)

Answered 88 of 98 (89.8%)

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

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

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



cleanup, other permits, and damages occurring to city property and/or facilities. The applicant has the responsibility to be aware of and comply with city ordinances and regulations including, but not limited to, curfew ordinance, county/city public health regulations, police safety requirements, and insurance coverage requirements. **A Special Event Application does not negate the additional requirements of obtaining the proper zoning, health, alcohol and beer, tent, amusement or park permits.**

Event and Event Organizer Information

Event Title *

Jenks High School Homecoming Parade

Event Description *

Homecoming parade for Jenks High School

Date of Event *

10/10/2025

Event Location (Include Site & Street Maps) *

From JHS campus to Birch to Main to 3rd and back to campus on B Street

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

1500

Diagram/Map *

2025 Homecoming Parade Route.png

Event Organizer *

Email Address *

Primary Contact *

Eric Fox

Primary Phone *

9184069459

Secondary Contact

Sydney Ritze

Secondary Phone

9182994411

Primary Mailing Address *

eric.fox@jenksps.org

City *

Jenks

State *

OK

Zip Code *

74037

Non-Profit
Fundraiser/What
Cause

Fundraiser/What Cause (Please Specify)

JHS AVID College Readiness Program

TIMELINE OF EVENT

Street Closing (for setup)

Date *

Time *

10/10/2025

5:15 PM

Event Start

Date *

Time *

10/10/2025

5:30 PM

Event End

Date *

Time *

10/10/2025

6:30 PM

Street Opening

Date *

Time *

10/10/2025

6:45 PM

Street(s) requested to be closed *

B Street and Birch to Main to 3rd and back to B Street

Street Closure Diagram

2025 Homecoming Parade

Route.png

Medical First Aid On-Site?*

Yes

No

If yes, please describe

JPS District Police will coordinate with City of Jenks personnel

Security On-Site?*

Yes

No

If yes, please describe

JPS District Police will coordinate with City of Jenks personnel

Volunteers for Traffic Control?*

Yes

No

If yes, please describe

JPS District Police will coordinate with City of Jenks personnel and JPS volunteers will work staging areas

Is Parking Available?*

Yes

No

If yes, please describe

Parking lots around JPS campus and participants will enter parking lot off of K Place

Is Disabled Parking Available?*

Yes

If yes, please describe

**Will There Be Sound Amplification
or Lights?***

Yes

No

If yes, please describe

Restrooms On-Site?*

Yes

No

If yes, please describe

Restrooms at JPS and central park

Describe your plan for cleanup and removal of waste *

Trash should be limited to central campus where trash receptacles are available

Additional Responsibilities

Open Air Event*

Yes

No

Private Property *

Yes

No

Owner of Property/Contact

Phone

Non-City Public Property* ☐ Yes ☐ No	Owner of Property/Contact	Phone	
City of Jenks Property* ☐ Yes ☐ No	Explain City streets, sidewalks and central park		
Alcohol/Beer* OK ABLE License Required ☐ Yes ☐ No	Explain		
Food Sales* ☐ Yes ☐ No	Number of Food Vendors		
Tents* ☐ Yes ☐ No	Tent Sizes/Locations		

Attach map

Banners/Signs needed?*

Yes

No

Explain

Special Permits Needed*

Yes

No

Explain

Appropriate Zoning*

Yes

No

Explain

No special zoning required

Venue Insurance*

Yes

No

Agency Contact

Tedford Insurance

Phone

9182992345

☐ Firearms

Explosives/Fireworks

☐ Cooking

Alcoholic Beverages Served

☐ Aircraft

Other

Please specify if other chosen

1. Describe your organization and its purpose. *

JHS AVID is a high school organization for students in grades 9-12 who are focused on preparing for entry and success in college and career fields after graduation. The AVID club represents more than 250 students who are taking college pre courses to help make their dreams of postsecondary success a reality.

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

JHS AVID has sponsored the homecoming parade since 2016. Assistant Principal, Eric Fox has been the lead contact for the event during that time span. He has also been at JHS since 1995 and been involved in a multitude of parades and events coordinating with the city of Jenks and district and city personnel. Our AVID site coordinator, Sydnie Ritze, coordinates the event around campus on the parade day with the assistance of her husband, Oklahoma Highway Patrol Trooper Jamie Ritze.

3. What is the purpose of the event? *

showcases JPS as a big school with many involvement opportunities with the small town pride. The images showcase what is special about our community and our district and are shared on a variety of social media and marketing platforms. It is also a wonderful opportunity for our community's first responders to be seen and supported as they interact with participants and spectators.

4. Summarize your event. *

The parade begins with the band leading out from Birch and B Street starting at 5:30pm. The band and cheer lead the parade and begin to gather at that corner around 5:20. The parade will have approximately 100 entries that begin to leave from the Aquatic Center parking lot and the north parking lot.

The parade route begins at Birch and B and proceeds to Main Street. The parade will travel west along Main Street to 3rd street where it turns north again. At B Street, the floats will go back to the originating staging area. The Jenks Middle School Band is the last entry and it enters the parade at Birch and Main. That band is the end of the parade. The last few years, the last entry has returned to the staging area approximately 1 hour from the start of the parade.

As a request this year, we would like for parking to be restricted along Main Street from the railroad tracks to 3rd street. When cars are parked along both sides of the streets, the spectators, particularly children, move out towards the center of the street and are much closer to the parade floats and entries. During the Christmas parade, this area of parking is restricted which provides for wider viewing and safety areas for spectators. JPS district staff will help provide supervision and assistance at this particular area of the parade.

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

I have been at Jenks Public Schools since 1993, and it was happening before I arrived. I don't know when it started. AVID has done it since 2016. Prior to that, it was hosted by DECA, Student Council and the Air Force JROTC program. Those organizations either no longer exist or have asked for someone else to conduct the parade.

6. How will you notify affected residents, businesses, churches or schools? *

Due to the longevity of the event, participants reach out to JHS staff frequently. We also send information out via school communication mediums and social media platforms. The City of Jenks social media team has also published

9. What is your advertising plan? *

See above

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

We will be using staff members from Jenks Public Schools and volunteers from JHS around campus to direct participants to staging locations and get entries out of the parking lots and into the route. Last year we had around 30 volunteers on campus for that support. We also have leveraged the coordination between JPS District Police and City of Jenks personnel.

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

JHS Assistant Principal, Dr. Eric Fox, 918-299-4411, ext. 2346 (work) or 918-406-9459 (cell), JPS District Police Chief Timothy Stone, JPS COO Dr. Jeffrey Beyer, JPS staff as well as City of Jenks personnel

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

Road closure signs from City of Jenks, Check in areas/tables and megaphones from JHS AVID and traffic cones from JPS District Police.

Affidavit of Applicant

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

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

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

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

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

Electronic Signature Agreement

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

I agree.

Electronic Signature

Eric L. Fox

Print Name *

Eric L. Fox

Date *

09/04/2025

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

City of Jenks & Related Entities Hold Harmless Agreement

Name of Event Sponsor *

Jenks High School AVID

hereinafter referred to as "APPLICANT"

Address of Applicant *

205 East B Street

City

Jenks

State

OK

Zip Code

74037

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

Event described as *

Jenks High School Homecoming Parade

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

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

Date *

09/04/2025

Name of Sponsoring Organization *

Jenks High School

Electronic Signature Agreement

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

I agree.



Print Name *

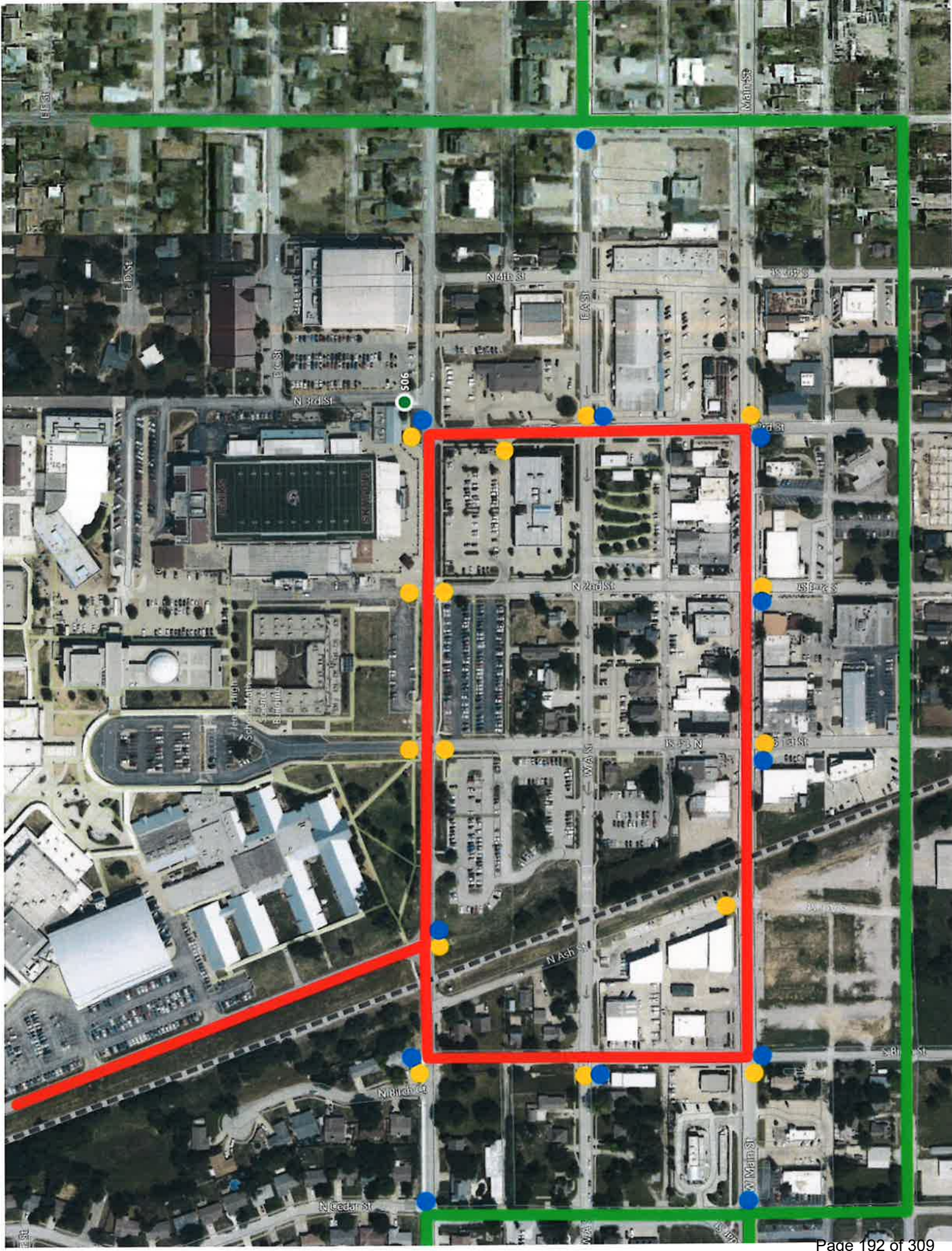
Eric L. Fox

Phone Number *

9182994411

Witness Signature

For Office Use





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

Memorandum

To: Mayor & Members of Council

From: Micheal Sanchez, Deputy Finance Director

Date: September 16, 2025

Re: **Approval to Purchase Vehicles for Police Department**

The Police Department is requesting the purchase of vehicles for their operations. The Police Department requests four 2025 Chevrolet Tahoes for an estimated cost of \$219,348.80 plus dealer fees, tag and title. The vehicles will be purchased from Vance Chevrolet Buick GMC of Miami (State Contract SW035).

If approved, management recommends funding the Police Department vehicle purchases with a financing agreement between BancFirst and the Jenks Public Works Authority. The proposed financing terms are an interest rate of 5.49% with a 5-year term and monthly payments of approximately \$4,200.

The debt service, tag and title will be funded from budgeted transfers from our One-Cent Capital Fund within JPWA to the Uniformed Patrol Capital Fund as a part of the approved annual budget for FY 2025-2026.

City Council is to approve the purchase of the vehicles and JPWA's debt agreements.

Staff recommends approval.

RESOLUTION OF THE CITY OF JENKS, OKLAHOMA

RESOLUTION #883

September 16, 2025

**A RESOLUTION TO APPROVE PARTICIPATION IN SETTLEMENTS WITH
PURDUE PHARMA LP, MEMBERS OF THE SACKLER FAMILY, ALVOGEN, INC.,
AMNEAL PHARMACEUTICALS, INC., APOTEX, INC., HIKMA
PHARMACEUTICALS USA, INC., INDIVIOR, INC., MYLAN PHARMACEUTICALS
INC., SUN PHARMACEUTICAL INDUSTRIES, INC., AND ZYDUS
PHARMACEUTICALS**

WHEREAS, pharmaceutical opioids have harmed the City of Jenks, Oklahoma and its citizens. This harm was created and exacerbated by the misconduct and illegal activities of pharmaceutical manufacturers, including Purdue Pharma L.P. and its related entities (“Purdue”), and Sackler family members as officers, directors, managers, and shareholders of Purdue (the “Sackler’s”).

WHEREAS, the City of Jenks, Oklahoma has claims against Purdue and/or the Sackler’s, and has filed suit to address and seek recovery for the harms caused to it and its citizens.

WHEREAS, Purdue and the Sackler’s have agreed to settle claims of political subdivisions in the Purdue bankruptcy plan (the “Plan”) in Case Number 7:19-bk-23649, currently pending in the U.S. Bankruptcy Court for the Southern District of New York, and in the Governmental Entities Settlement Agreement (“GESA”) which settlement agreement is dated June 17, 2025.

WHEREAS, the City of Jenks, Oklahoma has claims against the generic opioid manufacturers Alvogen, Inc., Amneal Pharmaceuticals, Inc., Apotex, Inc., Hikma Pharmaceuticals USA, Inc., Indivior Inc., Mylan Pharmaceuticals Inc., Sun Pharmaceutical Industries, Inc., and Zydus Pharmaceuticals, and/or is eligible to participate in settlement agreements with these generic opioid manufacturers, which are dated April 4, 2025, to address the harms caused to it and its citizens from the opioid epidemic.

THEREFORE, it was duly moved and seconded that the following resolution be adopted.

THEREFORE, BE IT RESOLVED that the City of Jenks, Oklahoma hereby acknowledges receipt of the Disclosure Statement for Thirteenth Amended Joint Chapter 11 Plan of Reorganization of Purdue and Its Affiliated Debtors, and that it has been informed of the material aspects of the Plan relative to its claims against Purdue and its affiliated entities.

THEREFORE, BE IT RESOLVED that the City of Jenks, Oklahoma hereby elects to participate, and hereby approves its participation in, the Plan and directs its attorneys to vote on its behalf for approval of the Plan and ratifies the vote via master ballot or otherwise by its attorneys on its behalf for approval of the Plan.

THEREFORE, BE IT RESOLVED that the City of Jenks, Oklahoma hereby authorizes the Mayor, or the Mayor's designee, to execute the GESA Participation and Release Form contained in the GESA as Exhibit K (including executing such Participation Form electronically or in paper form), and agrees to the terms set forth in the Participation Form, including release of and/or dismissal with prejudice of the City of Jenks's claims being released in the GESA, including claims against the Sackler's.

THEREFORE, BE IT RESOLVED that the City of Jenks, Oklahoma hereby approves the GESA dated June 17, 2025, and further approves and ratifies the actions of its legal counsel in executing documents necessary for the City of Jenks to participate in the GESA dated June 17, 2025.

THEREFORE, BE IT RESOLVED that the City of Jenks, Oklahoma hereby approves the Purdue State-Subdivision Agreement, upon execution of the Purdue State-Subdivision Agreement by the Attorney General of the State of Oklahoma, and further approves and ratifies the actions of its legal counsel in executing documents necessary for the City of Jenks to participate in the Purdue State-Subdivision Agreement.

THEREFORE, BE IT RESOLVED that the City of Jenks, Oklahoma hereby authorizes the Mayor, or the Mayor's designee, to execute each of the Settlement Participation and Release Forms contained in the settlement agreements with Alvogen, Inc., Amneal Pharmaceuticals, Inc., Apotex, Inc., Hikma Pharmaceuticals USA, Inc., Indivior Inc., Mylan Pharmaceuticals Inc., Sun Pharmaceutical Industries, Inc., and Zydus Pharmaceuticals (including executing such Participation Form electronically or in paper form), and agrees to the terms set forth in the Participation Form, including release of and/or dismissal with prejudice of the City of Jenks's claims being released in the settlement agreements with Alvogen, Inc., Amneal Pharmaceuticals, Inc., Apotex, Inc., Hikma Pharmaceuticals USA, Inc., Indivior Inc., Mylan Pharmaceuticals Inc., Sun Pharmaceutical Industries, Inc., and Zydus Pharmaceuticals.

THEREFORE, BE IT RESOLVED that the City of Jenks, Oklahoma hereby approves the settlement agreements with Alvogen, Inc., Amneal Pharmaceuticals, Inc., Apotex, Inc., Hikma Pharmaceuticals USA, Inc., Indivior Inc., Mylan Pharmaceuticals Inc., Sun Pharmaceutical Industries, Inc., and Zydus Pharmaceuticals, and further approves and ratifies the actions of its legal counsel in executing documents necessary for the City of Jenks to participate in the settlement agreements with Alvogen, Inc., Amneal Pharmaceuticals, Inc., Apotex, Inc., Hikma Pharmaceuticals USA, Inc., Indivior Inc., Mylan Pharmaceuticals Inc., Sun Pharmaceutical Industries, Inc., and Zydus Pharmaceuticals.

THEREFORE, BE IT RESOLVED that the City of Jenks, Oklahoma hereby approves authorizes and approves its Litigation Counsel in the opioid litigation to negotiate

and enter into a State-Subdivision Agreement with the State of Oklahoma through the Attorney General on behalf of the City with respect to the Generic/Small/Secondary Manufacturer Settlements with the generic opioid manufacturers Alvogen, Inc., Amneal Pharmaceuticals, Inc., Apotex, Inc., Hikma Pharmaceuticals USA, Inc., Indivior Inc., Mylan Pharmaceuticals Inc., Sun Pharmaceutical Industries, Inc., and Zydus Pharmaceuticals, and further approves and ratifies the actions of its legal counsel in executing documents necessary for the City of Jenks to participate in said State-Subdivision Agreement.

THEREFORE, BE IT RESOLVED that City of Jenks, Oklahoma, further authorizes its Mayor and legal counsel to take all actions required by the Plan, the GESA, and the settlement agreements with Alvogen, Inc., Amneal Pharmaceuticals, Inc., Apotex, Inc., Hikma Pharmaceuticals USA, Inc., Indivior Inc., Mylan Pharmaceuticals Inc., Sun Pharmaceutical Industries, Inc., and Zydus Pharmaceuticals, referenced herein, for the benefit of the City of Jenks, Oklahoma, including executing any documents required to finalize the participation of the City of Jenks, Oklahoma in the Plan, GESA, and generic manufacturer settlement agreements.

The City of Jenks, Oklahoma adopted the above Resolution on the ____ day of September, 2025.

CITY OF JENKS, OKLAHOMA

Mayor

Dated this ____ day of _____, 2025.

ATTEST:

_____, City Clerk

To	Mayor Cory Box, Vice-Mayor John Brown and City Council Christopher Shrout, City Manager
Hearing Date	September 16, 2025
Case Number	JZ 25-698
Location	SE corner of S 5th & E Aquarium Pl.
Request	<i>Recommendation of a rezoning from RS3 (Single-family) to RM3 (Multi-family)</i>

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

Attachments Public Notice	Preparer INCOG & City Clerk
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Background Information

STAFF COMMENTARY

PC Summary | Approved 7-0-1 (one PC member absent) | 09-04-2025 regularly scheduled Planning Commission hearing.

This request is from the property owner, who plans to build a small multi-family complex. Approving this request will allow for Multi-family use and site plan submittal and approval. This request is for straight zoning and is in conformance with the Comprehensive Plan.

REQUEST	RM-3 (Residential Multi-Family)
ZONING	RS-3 (Residential Single-Family) Special Area Overlay-Downtown Transition
LOCATION	SE corner of S 5th & E Aquarium Pl
OWNER	222 Aquarium Place LLC & OAK PROPERTIES LLC
SUBDIVISION	Jenks – Original Town (Residential Subdivision (60525)
STR	SECTION 19, TOWNSHIP 18, RANGE 13
PROPERTIES	Four (4) total
PROPERTY 1	Legal: LTS 11 & 12, BLK 27 R60525831902990
PROPERTY 2	Legal: LTS 8, 9, 10, BLK 27 R60525831902980
PROPERTY 3	Legal: LT 6 & 7, BLK 27 R60525831902970
PROPERTY 4	Legal: LT 4 & 5, BLK 27 R60525831902960
CITIZEN INPUT	Several people were present at the Planning Commission to ask questions about the project. School overcrowding and traffic were the primary concerns.
COUNCIL WARD	1 John Brown

Staff Evaluation & Recommendation

Evaluation The request meets the intent of the Comprehensive Plan and Land Use Map. The following list shows other cases approved as straight zoning.

- JZ 25-698 Multi-family | Current Case
- JZ 25-697 Office
- JZ 24-696 No Project (Residential to RTC)
- JZ 24-695 Office
- JZ 24-693 Office
- JZ 24-692 RS1 to LC
- JZ 24-690 CH and CG to DC (Downtown Core)

Standard	RM3
Lot Area (sqft)	20,000
Lot Area/DU (sqft)	1,000
Lot Width (ft)	100
Front (ft)	10
Exterior Side (ft)	10
Interior Side (ft)	10 (2)
Rear (ft)	10
Height (ft)	45
Impervious Surface Coverage	70%

Use	Additional Regulation	RM3
Residential Uses		RM3
Group Living Arrangements		P
Multifamily Complex	16-5-2(D)	P
Residential Clubhouse		C
Residential Facility for Persons with a Disability	16-5-2(B)	P
Institutional and Utility Uses		RM3
Government Uses, indoor		P
Retail Uses		RM3
General Retail, less than 10,000 sq. ft.	16-5-4(B)	P
Service Uses		RM3
General Service, less than 10,000 sq. ft.	16-5-5(C)	P
Lodging Uses		RM3
Short-Term Rental	16-5-6(B)	C
Eating/Drinking Uses		RM3
Coffee/Tea Shop	16-5-7(A)	P
Accessory Uses		RM3
Accessory Building	16-5-12(A)	P
Accessory Structure	16-5-12(D)	P
Home Based Child Care	16-5-12(G)	SE
Home Based Business	16-5-12(H)	C
Solar Energy Collection System, roof	16-5-12(N)	P
Temporary Uses		RM3
Construction Related		T
Farmers' Market		T
Food Truck	16-5-13(A)	C
Outdoor Dining	16-5-13(B)	T

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

D) Multifamily Complex.

(1) The façades of buildings in multifamily complexes shall be improved as detailed below.

(a) Primary Façade.

(I) The primary façade shall include the primary building entrance and shall be oriented towards the following (listed in priority order):

- (i) Perimeter Streets,*
- (ii) Primary Internal Streets,*
- (iii) Parks or other common open space, or*
- (iv) Secondary internal streets. Primary façades shall not be oriented towards off-street parking lots, garages, or carports.*

(II) Building materials of primary façades shall be masonry, stone veneer systems, or stucco on the first level. Precast panels with stamped or inlaid brick texture, EIFS acrylic finishes, or quik-brik concrete masonry units may be utilized above the first level. However, in no instance shall the finish of the non-natural materials utilized mimic or match the texture of the natural materials utilized. A maximum of three building materials may be used on a primary façade.

- (i) When two or more building materials are used on a façade, the material used on the first level shall be visually heavier than the material used above the first level to give a sense of support and grounding. For example, masonry on the first level and EIFS acrylic stucco above.*

(III) In order to provide for primary façade articulation, primary façades shall step back a maximum of two feet and shall step forward a maximum of one foot from the build-to-line for a minimum of 40 percent and maximum of 70 percent of the primary façade.

(b) Secondary Façade.

(I) The secondary façade shall be any façade not including the primary building entrance that is oriented towards the following:

- (i) Perimeter streets,*
- (ii) Primary internal streets,*
- (iii) Parks or other common open space, or*
- (iv) Secondary internal streets.*

(II) Building materials of secondary façades shall be a combination of masonry, stone veneer systems, stucco, precast panels with stamped or inlaid brick texture, EIFS acrylic finishes, or quik-brik concrete masonry units. Natural materials shall consist of a minimum of 40 percent of the façade. In no instance shall the finish of the non-natural materials utilized mimic or match the texture of the natural materials utilized. The type and design of materials utilized on the secondary façade shall complement those utilized on the primary façade.

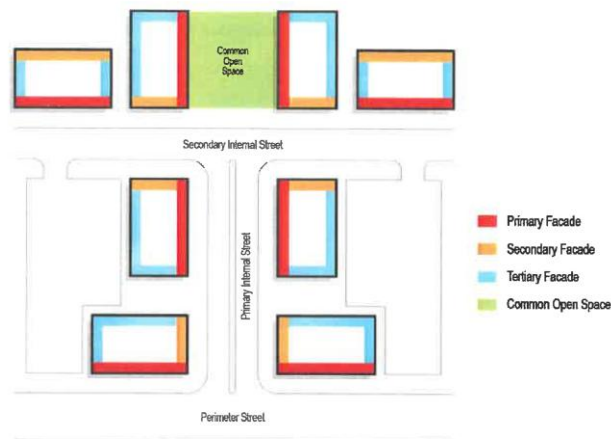
(III) In order to provide for secondary façade articulation, secondary façades shall step back a maximum of two feet and shall step forward a maximum of one foot from the build-to-line for a minimum of 30 percent and maximum

of 70 percent of the secondary façade. Articulation of the secondary façade shall be complimentary to the articulation of the primary façade.

(c) Tertiary Façade.

- (I) The tertiary façade shall be any façade not considered a primary or secondary façade.
- (II) Building materials of tertiary façades may consist wholly of precast panels with stamped or inlaid brick texture, EIFS acrylic finishes, or quik-brik concrete masonry units, however, a combination of non-natural and natural materials is encouraged. The type and design of materials utilized on the tertiary façade shall complement those utilized on the primary and secondary façades.

Figure 5.2: Multifamily Complex Façade Locations



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

Surrounding Zoning:



North: RS3 (Single-family)

South: RS2 (Single-family)

West: OL (Office-light)

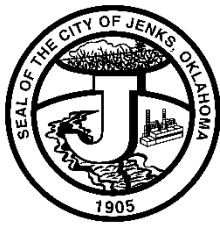
East: RM2 (Residential Multi-family)

Figure 1: INCOG Zoning Map



Figure 2: Comprehensive Land Use Plan

RECOMMENDATION | Staff and Planning Commission recommend approval of this rezoning request to RM3 (Residential Multi-family).



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

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

Case Number: JZ 25-698

Request: Zone Change

Request for a zone change from RS-3 (Residential Single Family) to RM-3 (Residential Multi-Family).

Legal Description: Four (4) properties total – SE corner of S 5th & E Aquarium Pl.
Jenks – Original Town (60525)

LTS 4-12
BLK 27
SECTION 19
TOWNSHIP 18
RANGE 13

General Location: SE of 5th & Aquarium Pl

Hearing Date: 04 September 2025 at 6 p.m.

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

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

Dated at Jenks Oklahoma on 28 July 2025.

Marcae Hilton, Secretary
Jenks Planning Commission

**ORDINANCE NO. 1673
(JZ 25-698)**

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF JENKS, OKLAHOMA, CHANGING THE UNDERLYING ZONING OF THE DESCRIBED PROPERTY FROM RS-3 (RESIDENTIAL SINGLE FAMILY) TO RM-3 (RESIDENTIAL MULTI-FAMILY); REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY; AND DECLARING AN EMERGENCY

.....

WHEREAS, the owner of certain real property has petitioned for the zone change of a parcel of land to Commercial Shopping; and

WHEREAS, a public hearing on said zone change was held by the Jenks Planning Commission on September 04, 2025, and the Jenks City Council heard additional public comments on September 16, 2025, and due consideration has been given to any public comments; and

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

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

SECTION I. JZ 25-698 is hereby approved rezoning the following described property to RM-3 (Residential Mult-Family):

Four (4) properties total – SE corner of S 5th & E Aquarium Pl.
Jenks – Original Town (60525)

LTS 4-12
BLK 27
SECTION 19
TOWNSHIP 18
RANGE 13

The zoning map and zoning district of the City of Jenks is hereby amended to rezone the above legal description to RM-3 (Residential Mult-Family).

General Location: SE of 5th & Aquarium Pl

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

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

Approved this _____ day of _____ 2025

CITY OF JENKS, OKLAHOMA

MAYOR

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

Emergency Clause approved separately this _____ day of _____ 2025.

CITY OF JENKS, OKLAHOMA

MAYOR

Attest:

CITY CLERK

Approved as to form:

CITY ATTORNEY

Jenks | City Council Staff Report



To	Mayor Cory Box & Vice Mayor John Brown and City Council 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</i> <i>Approval of revised and updated PUD 137 (Planned Unit Development Overlay)</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 & Site Plan Documents

Judd Webb, KSQ Design

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

Various organizations

Background Information

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 design for conditionally approved 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)

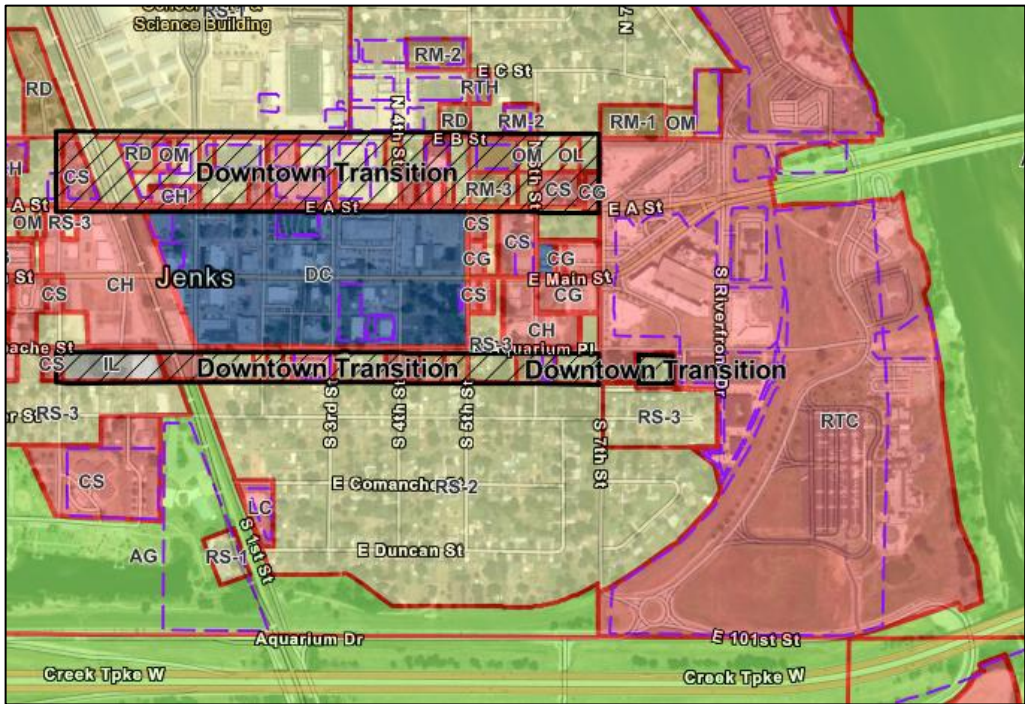


Figure 1: Zoning Map | INCOG

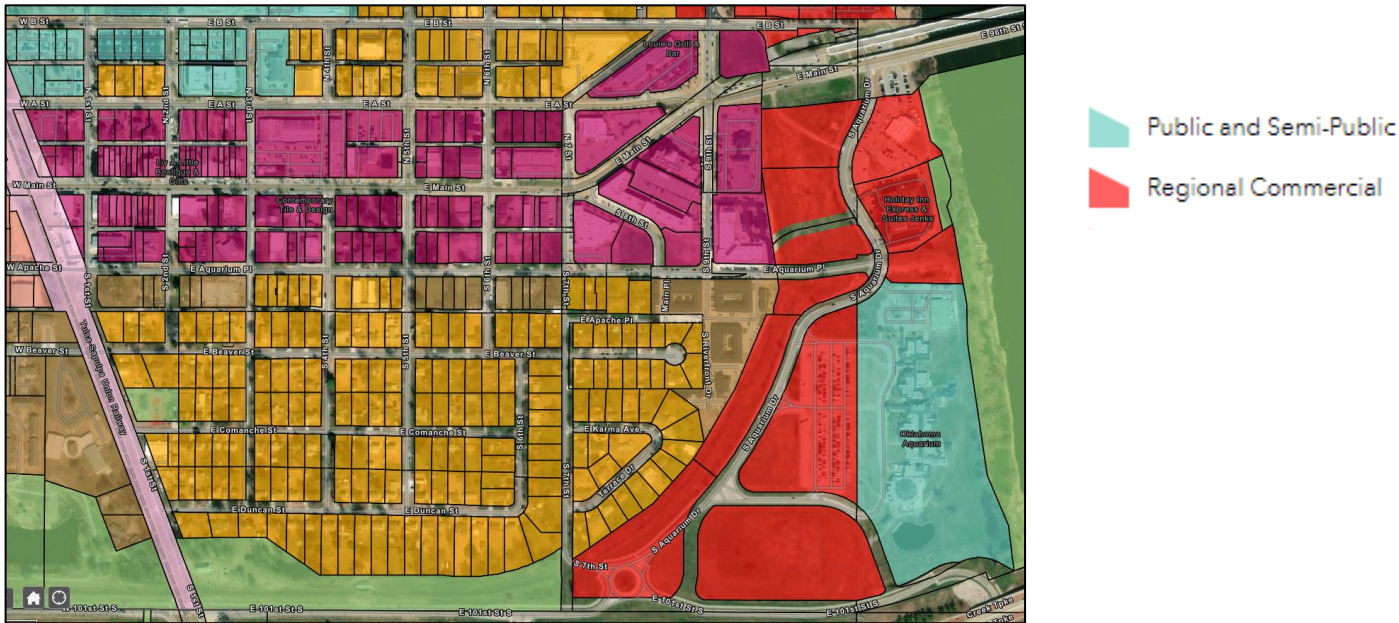


Figure 2: Comp Plan Land Use Map | Regional Commercial

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.	

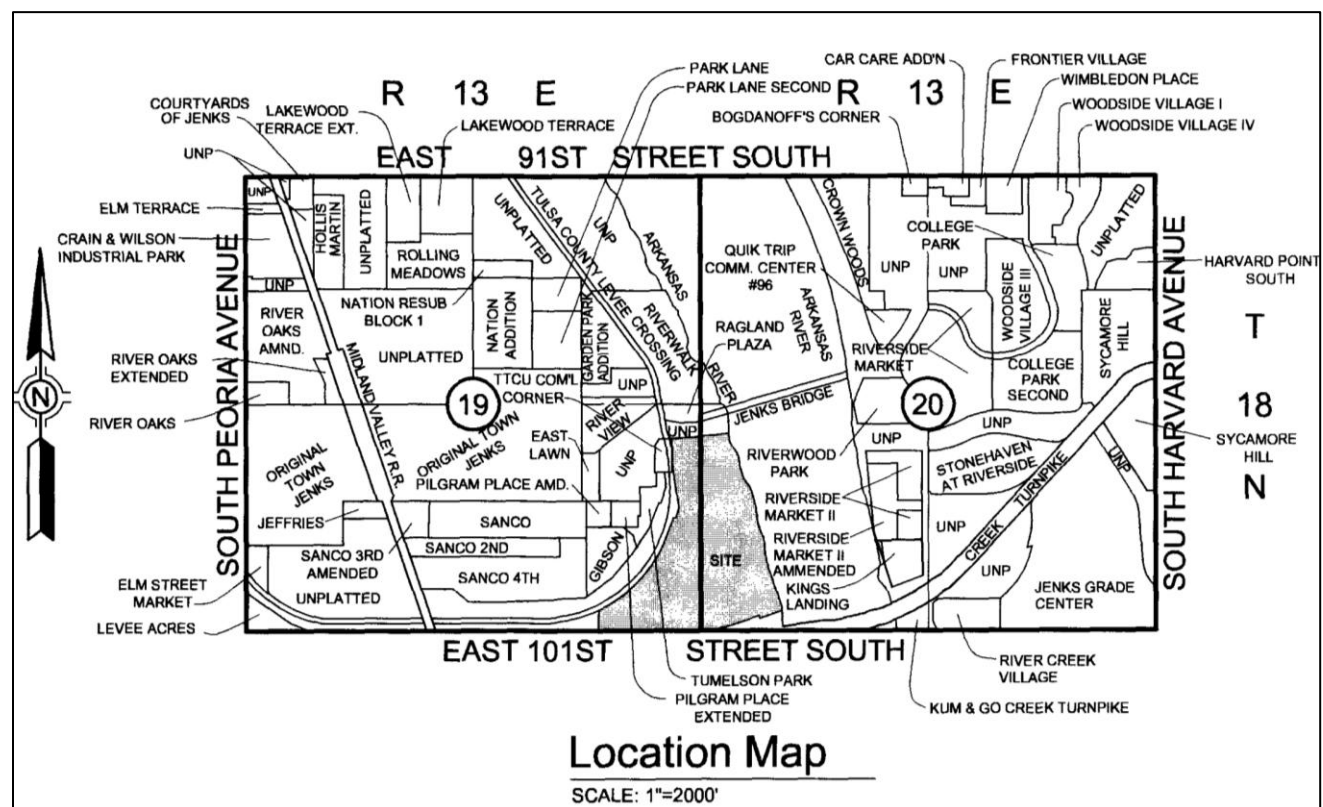


Figure 3: Location Map | Taken from Filed plat



Figure 4: Site looking east



Figure 5: Site looking north from Aquarium Drive



Figure 6: Site from Main Street Bridge

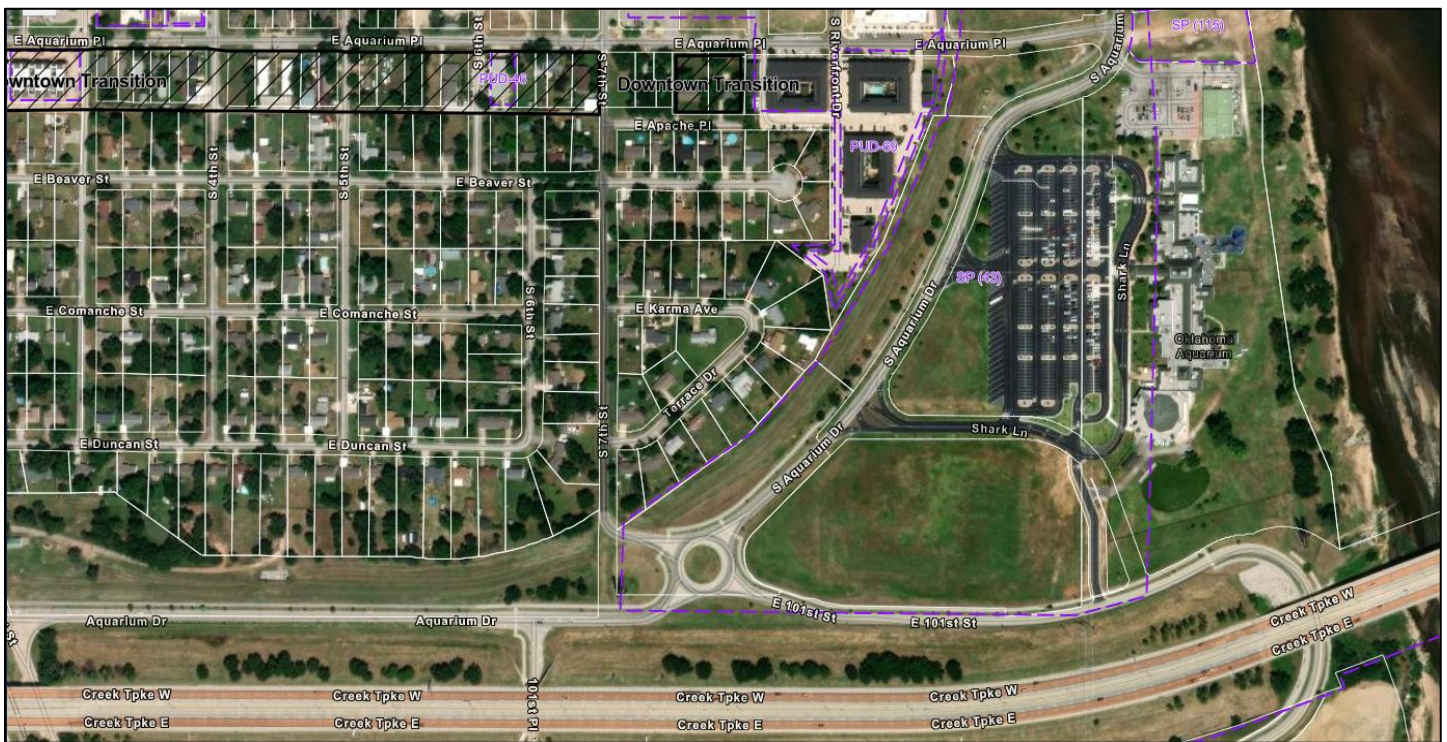


Figure 7: Aerial Photo of Downtown and Aquarium Campus

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 recommends conditional approval. The City of Jenks planning 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 Indemnatee 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 Indemnatee 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 Indemnatee with respect to any of the foregoing arising out of the gross negligence or willful misconduct of such Indemnatee or the breach by an Indemnatee 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.

[This Space Intentionally Left Blank – Signature Pages to Follow]

EXECUTED to be effective as of the 10th day of Sept., 2025.

DEVELOPER

INSPIRATION HALL, LLC
An Oklahoma limited liability company

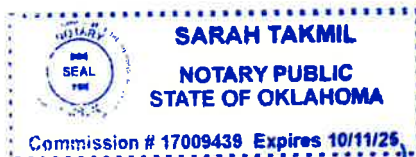


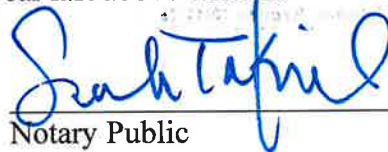
By: Robert C Butler, III, Manager

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

On Sept. 10, 2025, this instrument was acknowledged before me by
Mr. Robert C Butler, III, as Manager of Inspiration Hall, LLC, an Oklahoma limited liability
company.

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




Notary Public

(S E A L)

Notary Commission Number: 17009439

My Commission Expires: 10/11/2025

EXECUTED to be effective as of the 10th day of Sept., 2025.

OKLAHOMA AQUARIUM FOUNDATION



Chairperson

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

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

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





Notary Public

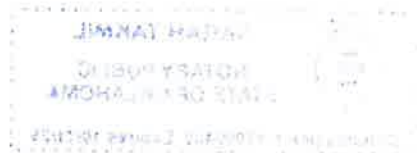


EXHIBIT A

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

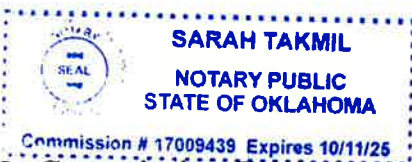
(Seal)

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.



My Commission Expires

10/11/2025

[Signature]
Notary Public

APPROVED this _____ day of _____, 2024.

INSPIRATION HALL, LLC

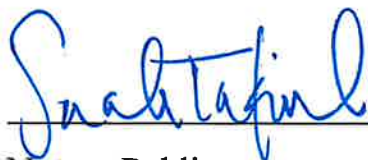
By: 
Title

ATTEST:

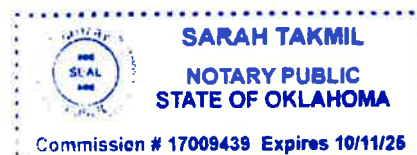
Clerk (Seal)

STATE OF OKLAHOMA)
) ss
COUNTY OF TULSA)

This instrument was acknowledged before me on this 10th day of Sept., 2024 by Robbie Butler as Manager of INSPIRATION HALL, LLC.


Notary Public

My Commission Expires
10/11/2025



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

ksq design

Page 243 of 309



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 or 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 or 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"

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

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 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



Exhibit A

EXHIBIT “B”

Inspiration Hall, LLC

Planned Unit Development #JZ- 25 PUD-137

Date

Updated for City Council | September 2, 2025

Location

Lot Two (2), in Block One (1), Oklahoma Aquarium Campus, an Addition to the City of Jenks, Tulsa County, State of Oklahoma.

Owner

Inspiration Hall, LLC
120 East A Street
Jenks, OK 74037

Prepared By



wallace
design
collective

wallace design collective, pc

structural · civil · landscape · survey
123 north martin luther king jr. boulevard
tulsa, oklahoma 74103
918.584.5858 · 800.364.5858
wallace.design



FRISKIE LOMBARDI

ksqdesign

Development Concept

Inspiration Hall, LLC is a proposed single lot development located off South Aquarium Drive, just east of its intersection with East Aquarium Place. The full legal description of said development is included in Exhibit A. The proposed development encompasses approximately 1.33 acres nestled between the Holiday Inn Express and Suites Hotel to the north, Oklahoma Aquarium to the south, the Arkansas River to the east and undeveloped land owned by the Oklahoma Aquarium Foundation to the west. Exhibit B shows the subject property in relation to the existing surrounding developments.

This PUD is a Planned Unit Development overlay of an existing Riverfront Tourist Commercial (RTC) District zoned parcel. Exhibit C shows the existing zoning map of the area with the proposed rezoning overlay. The project will be developed with one primary building to be built in one phase and will house multiple tenants with indoor and outdoor dining uses. The entire building will serve as a food hall concept with various food tenants with a communal dining space and (1) stand alone restaurant. The outdoor space surrounding the building will be used as an extension of the building allowing people to flow in and out of the space effortlessly. With a landscaped wall along the eastern portion of the southern and northern boundaries, an intimate space will provide additional seating for dining and various types of entertainment. The conceptual site plan of the project shown in Exhibit D.

The only deviation requested from the existing City of Jenks Code is to the minimum required parking. There will be a cross access parking agreement between the Jenks Aquarium Authority (JAA), the Oklahoma Aquarium Foundation, the City of Jenks and Inspiration Hall, LLC to provide 178 parking spaces on adjacent sites for this PUD. 8 accessible stalls will be provided on site, along the western side of the building.

Signage is also an exception request.

approved

Development Standards

Development within this PUD shall conform to the bulk and area requirements of the RTC zoning district as established in the City of Jenks Zoning code as it exists on the date of approval, except as hereinafter modified.

Gross Land Area: 1.33 acres

Permitted Uses: Table 1 lists all the permitted uses within this PUD. Additional regulations, as noted in the code, shall be applicable to the permitted uses. Note, for the permitted uses in the PUD, specific use permits, temporary use permit, or conditional use permits shall not be required.

Bulk and Dimensional Standards: Table 2 lists the bulk and dimensional standards as applicable to this PUD.

Table 1: Permitted Uses			
Use	Additional Regulation	RTC	PUD
Eating/Drinking Uses			
Bar/Tavern		P	Permitted
Coffee/Tea Shop	16-5-7(A)	P	Permitted
Restaurant, fast casual		P	Permitted
Restaurant, sit down		P	Permitted
Entertainment Uses			
General Entertainment, indoor, 10,000 sqft - 49,999 sqft	16-5-8(B)	P	Permitted
General Entertainment, outdoor	16-5-8(D)	S	Permitted

Table 2: Bulk and Dimensional Standards		
Standard	RTC Required	PUD Proposed
Lot Standards (minimum)		
Lot Area (acres)	n/a	1.33
* Lot Width (ft)	n/a	104.95
Yard Setbacks (minimum, unless otherwise stated)		
**Front (ft)	0 - 60	25
Exterior Side (ft)	0 - 60	n/a
Interior Side (ft)	0	0
Rear (ft)	0	0
Building Standards (Maximum)		
Height (ft)	85	85
Impervious Surface Coverage	70%	70%
Notes		
* The platted lot has an existing lot width of 104.95 feet at the right-of-way line.		

Architectural, Screening and Fencing Requirements Standards

- Architectural, screening, and fencing requirements shall be in accordance with the City of Jenks Code.

Parking Standards

- The estimated minimum parking required for this development is 178 stalls
- The required number of parking stalls based on the City of Jenks Code shall be provided.
 - o On Project Site: 8 Handicap stalls
 - o Northwest Lot: 114 Stalls [as drawn](#)
 - o Southwest Lot: 62 Stalls [as drawn](#)
 - o Total Stall Count: 184 Stalls will be provided

[Building GFA Gross Floor Area? 17,800 Staff estimates minimal changes to layout to parking during final site plan approval.](#)

Landscape Requirements

- Landscaping requirements shall in accordance with the City of Jenks Code.

Outdoor Lighting Requirements

- Outdoor lighting requirements shall in accordance with the City of Jenks Code.

Signage Requirements

- Exception to City of Jenks Code, allowing roof mounted building signage.

Drainage & Utilities

- Drainage and utility requirements shall in accordance with the City of Jenks Code.

Environmental Analysis

- The site generally slopes from the west to the east towards the Arkansas River. The site lies within Zone X (area of minimal flood hazard); however, there is a Flood Zone AE to the east of the site; all appropriate permits shall be obtained prior any disturbance of this Flood Zone AE. The USDA web soil survey defines the onsite soils as Severn very fine sandy loam.

Supporting Documents

Exhibit A: Legal Description

Exhibit B: Context Analysis

Exhibit C: Zoning Map

Exhibit D: Conceptual Site Plan

Exhibit A

LEGAL DESCRIPTION

LOT TWO (2), IN BLOCK ONE (1), OKLAHOMA AQUARIUM CAMPUS, AN ADDITION TO THE CITY OF JENKS, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT NO. 6114, LESS AND EXCEPT A TRACT DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT THAT IS THE NORTHEAST CORNER OF LOT THREE (3), BLOCK ONE (1), OF SAID OKLAHOMA AQUARIUM CAMPUS, SAID POINT ALSO BEING THE MOST NORTHERLY NORTHWEST CORNER OF SAID LOT TWO (2); THENCE NORTH $67^{\circ}14'12''$ EAST ALONG A NORTHERLY LINE OF SAID LOT TWO (2) FOR 72.32 FEET TO THE NORTHERLY NORTHEAST CORNER OF SAID LOT TWO (2); THENCE SOUTH $18^{\circ}08'45''$ EAST ALONG THE EASTERLY LINE OF LOT TWO (2) FOR 111.24 FEET; THENCE SOUTH $3^{\circ}29'15''$ EAST ALONG THE EASTERLY LINE OF LOT TWO (2) FOR 75.00 FEET; THENCE SOUTH $24^{\circ}52'29''$ WEST ALONG THE EASTERLY LINE OF LOT TWO (2) FOR 50.00 FEET; THENCE SOUTH $17^{\circ}21'56''$ EAST ALONG THE EASTERLY LINE OF LOT TWO (2) FOR 86.10 FEET; THENCE SOUTH $55^{\circ}27'37''$ WEST FOR 51.56 FEET TO THE SOUTHEAST CORNER OF SAID LOT THREE (3); THENCE NORTH $12^{\circ}24'53''$ WEST ALONG THE EASTERLY LINE OF LOT THREE (3) AND ALONG A WESTERLY LINE OF LOT TWO (2) FOR 316.76 FEET TO THE POINT OF BEGINNING OF SAID TRACT OF LAND.

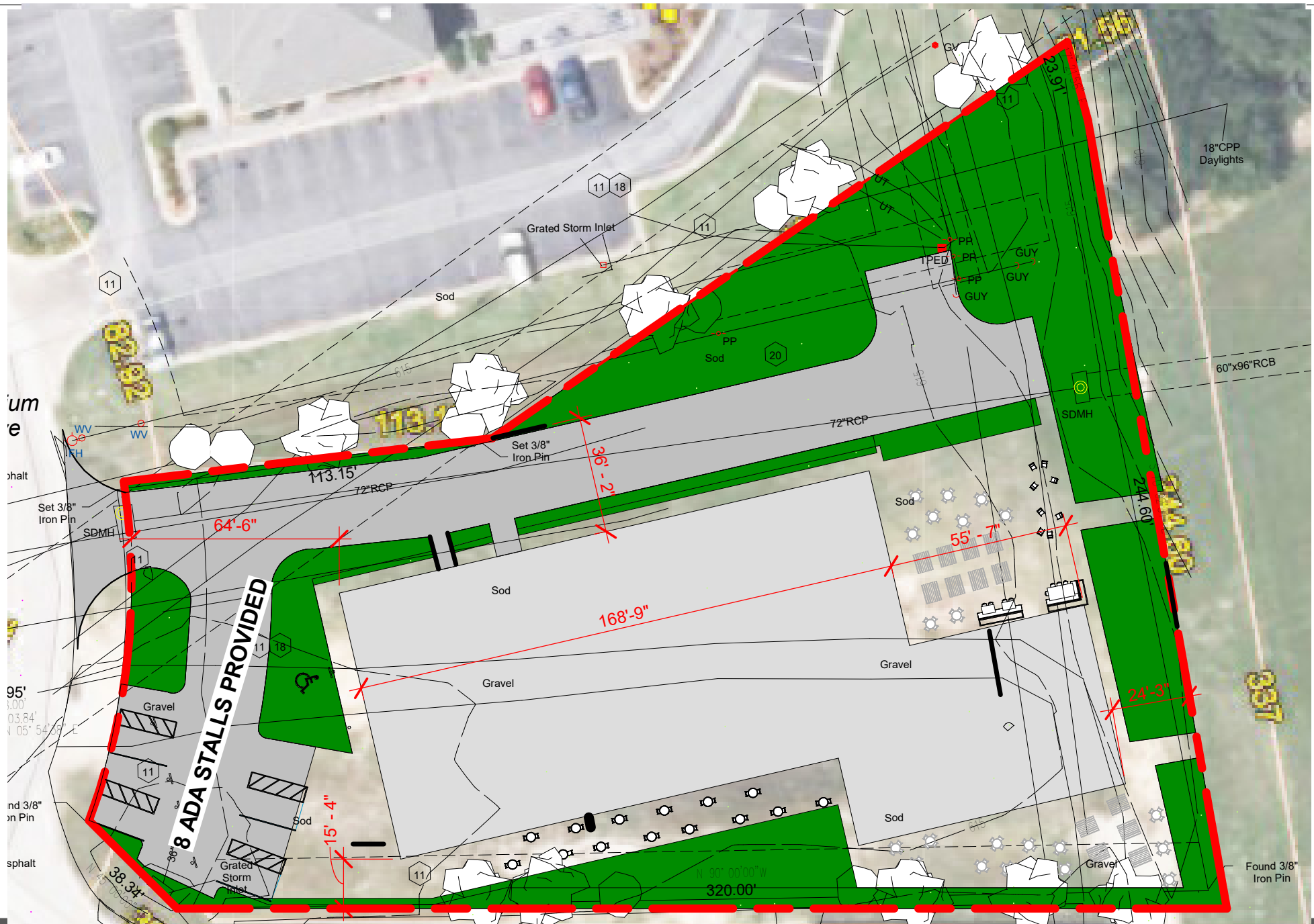


wallace design collective, pc
structural · civil · landscape · survey
123 north martin luther king jr. boulevard
tulsa, oklahoma 74103
918.584.5858 · 800.364.5858

INSPIRATION HALL, LLC

Exhibit B - Context Analysis

Planned
Unit
Development



JENKS MARKET | SINGLE-STORY REDESIGN




FRISBIE LOMBARDI

ksqdesign

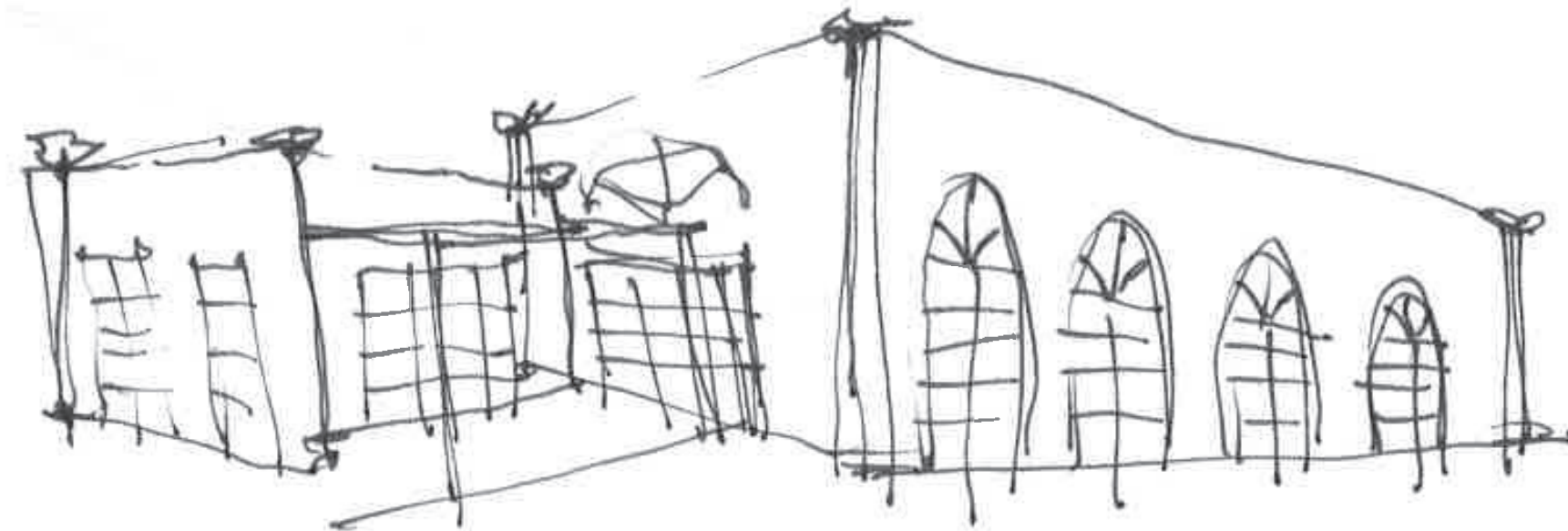
TABLE OF CONTENTS

DESIGN PRECEDENTS

SITE PLAN & PROJECT DATA

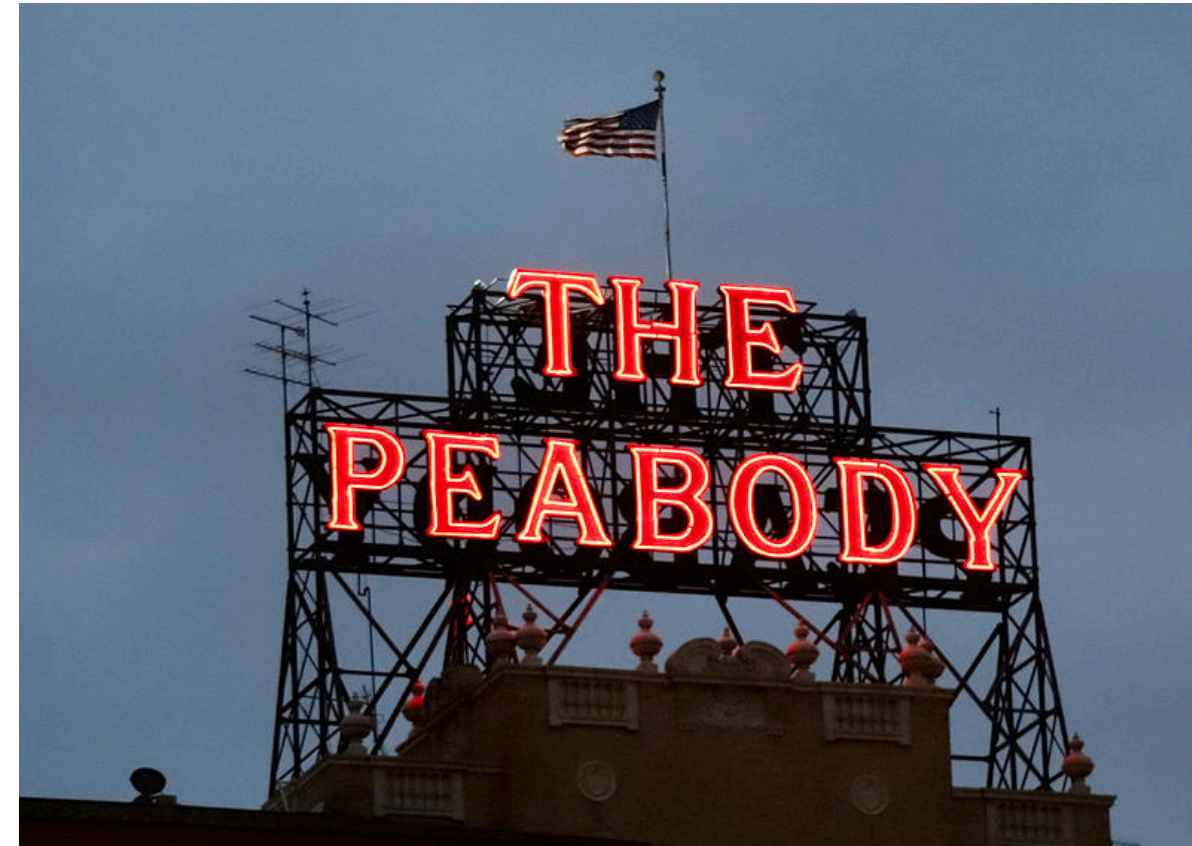
FLOOR PLAN

RENDERINGS









DESIGN INTENT | SIGN PRECEDENT

JENKS MARKET | SCHEMATIC DESIGN

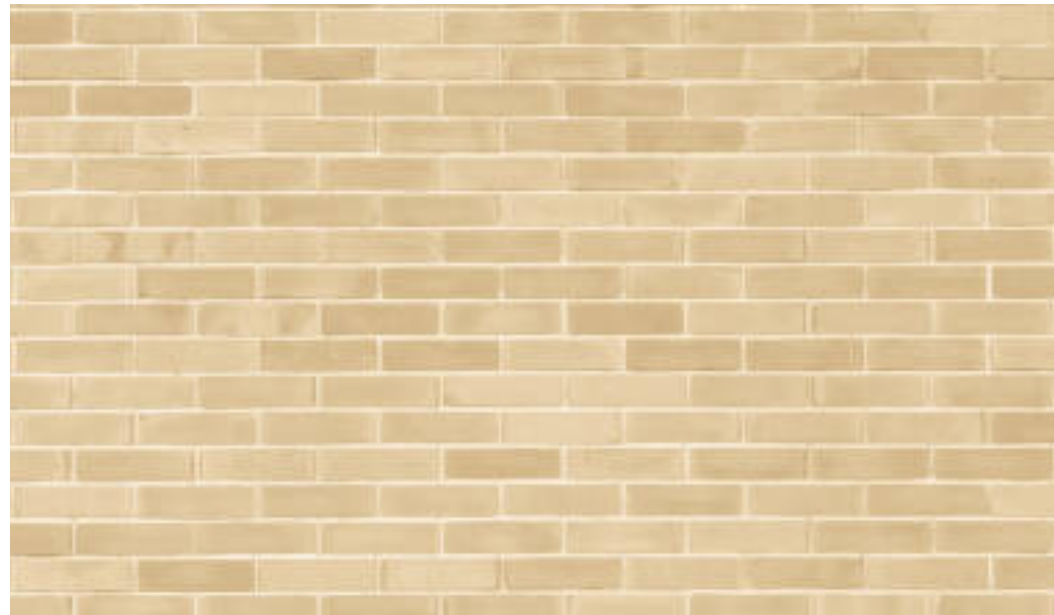
01 AUGUST 2025



CAST STONE



GREEN GLAZED BRICK



TAN BRICK



IRON

Jenks Market Project

Project Data

Project Address: 200 Aquarium Drive, Jenks, OK 74037

Authority Having Jurisdiction: City of Jenks

Project Zoning: RTC Riverfront Tourist Commercial

Max Building Height per Zoning Requirements: 85'-0"

Proposed Building Height: 25 feet

Construction Type: II-B

Occupancy Type: (A-2) : Ground Floor (Use) - Restaurant, Fast Casual

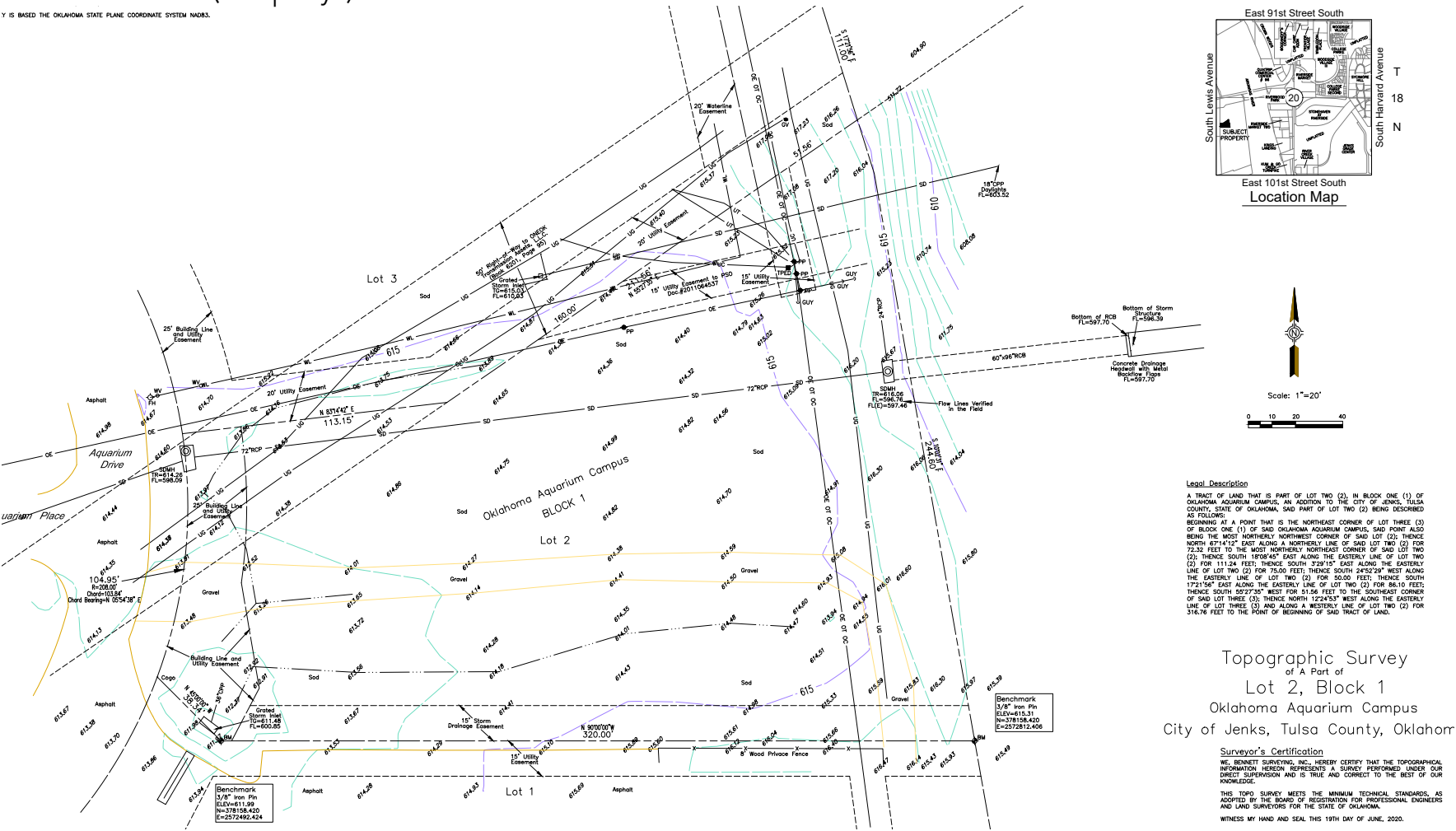
Fire Suppression Required – Yes

Fire Alarm Required - Yes

LEGAL DESCRIPTION

Lot two (2) in Block One (1), OKLAHOMA AQUARIUM CAMPUS, an Addition to the City of Jenks, Tulsa County, State of Oklahoma, according to the recorded Plat No. 6114, LESS AND EXPECT a tract described as follows: Beginning at a Point that is the North-east Corner of Lot Three (3), Block One (1), of said OKLAHOMA AQUARIUM CAMPUS, said point also being the most Northerly Northwest Corner of said Lot Two (2): THENCE North 67°14'12" East along a Northerly line of said Lot Two (2) for feet to the Northerly Northeast Corner of said Low Two (2); THENCE South 18°08'45" East along the Easterly line of Lot Two (2) for 111.24 feet; THENCE South 3°29'15" East along the Easterly line of Lot Two (2) for 75.00 feet; THENCE South 24°52'29" West along the Easterly line of Lot Two (2) for 50.00 feet; THENCE South 17°21'56" East along the Easterly line of Lot Two (2) for 86.10 feet; THENCE South 55°27'37" West for 51.56 feet to the Southeast Corner of said Lot Three (3); THENCE North 12°24'53" West along the Easterly line of Lot Three (3) and along a Westerly line of Lot Two (2) for 316.76 feet to the Point of Beginning of said tract of land. ("Property")

Y IS BASED THE OKLAHOMA STATE PLANE COORDINATE SYSTEM NAD83.

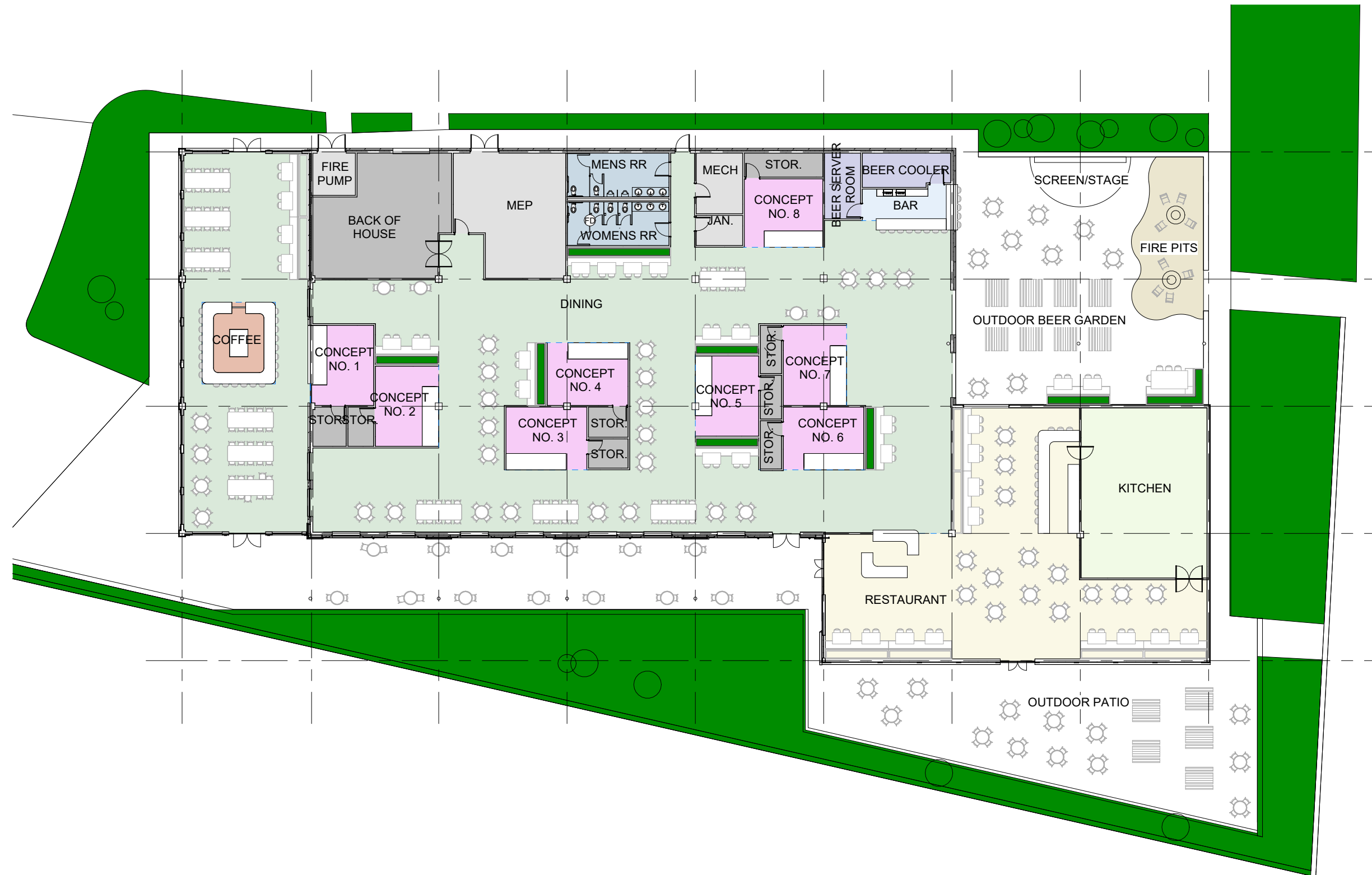


TOTAL PARKING STALLS REQUIRED: 178

JENKS MARKET ON-SITE: 8 ADA STALLS

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











THANK YOU



**ORDINANCE NO. 1672
(JZ 23 PUD-137)**

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF JENKS, OKLAHOMA AND ADDING PUD-137 (PLANNED UNIT DEVELOPMENT NUMBER 137) OVERLAY TO A TRACT OF LAND; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY; AND DECLARING AN EMERGENCY

.....

WHEREAS, the owner of certain real property has petitioned for an overlay district for a parcel of land by creating a Planned Unit Development; and

WHEREAS, a public hearing on said overlay was held by the Jenks Planning Commission on January 19, 2023, and a public hearing on said overlay was held by the Jenks City Council on February 07, 2023, and due consideration has been given to any public comments; and

WHEREAS, the PUD was conditionally approved on February 07, 2023; and

WHEREAS, the final version was approved by the Jenks Planning Commission on August 07, 2025, and by the Jenks City Council on September 16, 2025.

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

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

SECTION I. PUD-137 (Planned Unit Development 137) is hereby approved and created on a lot currently zoned RTC (Riverfront Tourist Commercial) for the following described property:

LOT TWO (2), IN BLOCK ONE (1), OKLAHOMA AQUARIUM CAMPUS, AN ADDITION TO THE CITY OF JENKS, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT NO. 6114, LESS AND EXCEPT A TRACT DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT THAT IS THE NORTHEAST CORNER OF LOT THREE (3), BLOCK ONE (1), OF SAID OKLAHOMA AQUARIUM CAMPUS, SAID POINT ALSO BEING THE MOST NORTHERLY NORTHWEST CORNER OF SAID LOT TWO (2); THENCE NORTH 67°14'12" EAST ALONG A NORTHERLY LINE OF SAID LOT TWO (2) FOR 72.32 FEET TO THE NORTHERLY NORTHEAST CORNER OF SAID LOT TWO (2); THENCE SOUTH 18°08'45" EAST ALONG THE EASTERLY LINE OF LOT TWO (2) FOR 111.24 FEET; THENCE SOUTH 3°29'15" EAST ALONG THE EASTERLY LINE OF LOT TWO (2) FOR 75.00 FEET; THENCE SOUTH 24°52'29"

WEST ALONG THE EASTERLY LINE OF LOT TWO (2) FOR 50.00 FEET; THENCE SOUTH 17°21'56" EAST ALONG THE EASTERLY LINE OF LOT TWO (2) FOR 86.10 FEET; THENCE SOUTH 55°27'37" WEST FOR 51.56 FEET TO THE SOUTHEAST CORNER OF SAID LOT THREE (3); THENCE NORTH 12°24'53" WEST ALONG THE EASTERLY LINE OF LOT THREE (3) AND ALONG A WESTERLY LINE OF LOT TWO (2) FOR 316.76 FEET TO THE POINT OF BEGINNING OF SAID TRACT OF LAND.

General Location: North of the Oklahoma Aquarium

The zoning map and zoning district of the City of Jenks is hereby amended to create PUD-137.

SECTION II. That approval of PUD-137 shall be subject to the conditions as set forth in the official minutes of the Jenks City Council meeting approving this ordinance as well as the corresponding Planned Unit Development. Including §16-9-8(K) of the Jenks City Code, which states that the PUD will be considered null and void if no building permits have been issued or if the property hasn't been platted within five (5) years. Should the PUD become void, the underlying zoning will not change.

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

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

Approved this _____ day of _____ 2025

CITY OF JENKS, OKLAHOMA

MAYOR

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

Emergency Clause approved separately this _____ day of _____ 2025.

CITY OF JENKS, OKLAHOMA

MAYOR

Attest:

CITY CLERK

Approved as to form:

CITY ATTORNEY

Jenks | City Council Staff Report



To	Mayor Cory Box and City Council City Manager, Christopher Shrout
Hearing Date	September 16, 2025
Case Number	JZ 25-PUD 154
Request	Rezoning from (AG) Agriculture to (RS2) Single-family Residential with a Planned Unit Development (PUD 154) Overlay
Location	½ mile south of 131 st and ½ mile west of Harvard

Staff Report

Preparer | Marcaé Hilton

Attachments

- ☐ Legal Notice
- ☐ Zoning Exhibit

Preparer

INCOG
Tanner Consulting

Background Information

PROJECT SUMMARY | The *Row 40* project was neither approved nor denied at the original hearing on August 19. Following the meeting, Mr. Rick Dodson submitted an email request for the project to be placed on the next agenda. Staff noted that no formal action was taken. Accordingly, per council request, staff will bring the item back to City Council on September 30, 2025, with the revisions submitted by the applicant. The item included on this agenda (September 16, 2025) is an announcement to the public and to the City Council of the upcoming hearing request.

We would like on the city council for next Tuesday

- *We will do 3 lots for pool, playground and amenities*
- *We remain at 2400 sq. ft;*
- *however, we would like 20% set aside for 2200 sq. ft one stories*

Let me know if you need anything else.

Rick

CC SUMMARY | August 19, 2025 | Motion Failed, no additional motions were made.

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

comments and answered questions. Planning Commissioner Amy Bors made a motion to approve Item 3 under the following conditions:

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

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

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

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

REQUESTS

Uses	Single-family Residential
Zoning Request	Rezone with a PUD Overlay [PUD 154 and (RS2) Single-family Residential]
Current Zoning	(AG) Agriculture
Comprehensive Plan	Medium Intensity Single-family (Horizon Jenks New Comp Plan)
General Location	½ mile south of 131st and ½ mile west of Harvard
Public Comment	Not included in this packet, staff has heard from HOA's and private citizens
Current Parcel Data	
Plat	Unplatted
Acres	38.88
STR	Section Township and Range 08-T17N-R13E
Account #	97308730848010
Owner	ROW, HAROLD LEON FAMILY TRUST
School District	JK-4A

ZONING INFORMATION | **Not updated from the original submittal.**

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

Interior Side (ft)	5/5 (15)	5
Rear (ft)	20	20
Building Standards (Maximum)		
Height (ft)	35*	35
Impervious Surface Coverage	69%	45%
Notes		
(1) The cumulative interior side yard setback shall be 15 feet. No interior side yard setback shall be less than 5 feet.		
(2) If a parti-wall exists, the interior side yard setback shall be 0 feet.		
(3) Garages shall be setback a minimum of 25 feet from the front property line.		
* See PUD for Height exceptions		
UDO Highlights		
Amenities	None specifically listed	
Zoning	RS2 (Residential Single-family) PUD 154 Overlay	
Land Area / Dwelling Unit	38.538 Acres 3.4 DU/Acre Max No. of Lots=132	
Building Materials	100% Masonry on first floor	
Signage	Asking for exception.	
Links and Nodes	1.1	
Sidewalks	Asking for exception.	
Parkland Provision	PC made a different condition from what was asked for by the developer/Providence Hills HOA. Explain direction of developer.	
Street Length	800 UDO 1200 minimum PUD TRAFFIC CALMING REQUIRED	
Parkland/Amenities	Private Parkland Provision. (1) Five and one-half acres of parkland shall be provided per every 1,000 persons projected to occupy the fully developed subdivision. To determine the number of persons projected to occupy the fully developed subdivision the subdivider shall submit a projected persons study based on occupancy data of similar housing types in subdivisions in communities approved by the City Planner. (2) Parkland shall be located outside of special flood hazard areas, wetlands, and areas of steep slope, and shall not be used for on site stormwater management or other utility functions. Parkland may be located within reserve areas as approved by the City Planner and City Engineer. (3) All areas to be reserved for private parkland shall be indicated on the preliminary plat in order that it may be determined that the requirements of this Subsection have been met.	

Zoning

North | RS2 (Providence Hills) | PUD 49

East | RS1 (Torey Lakes) | PUD 119

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

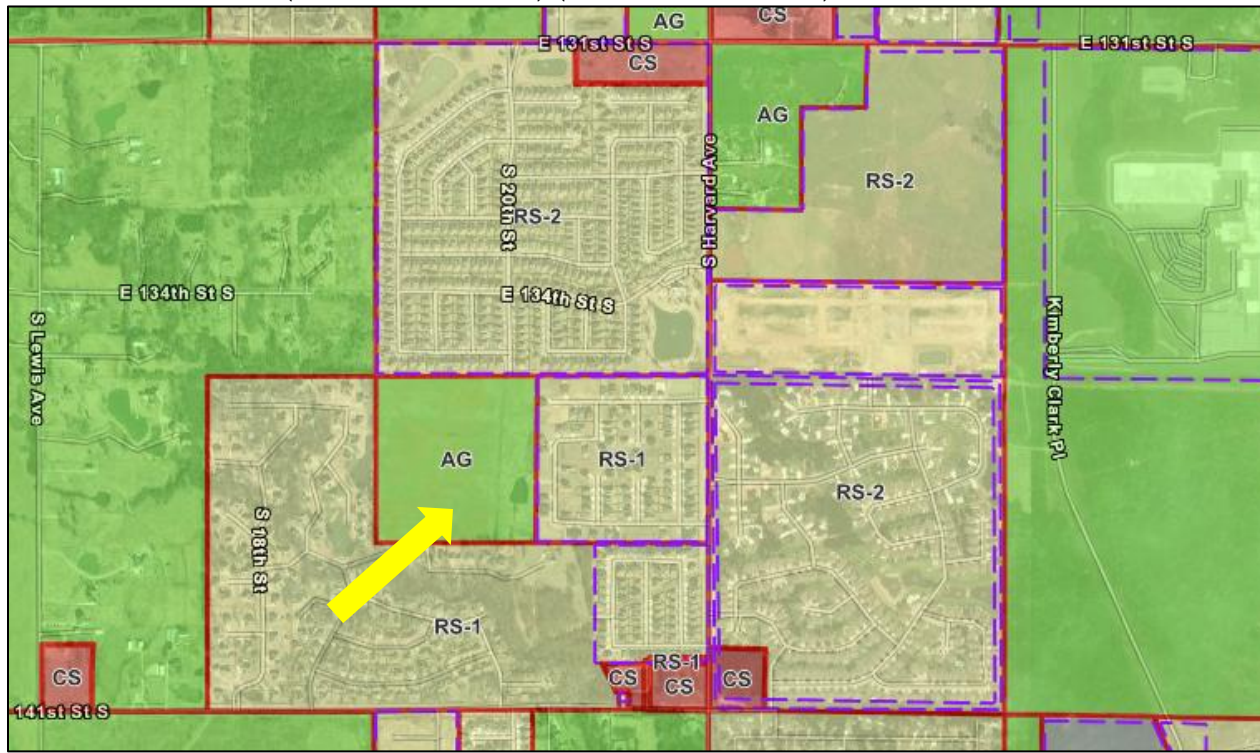


Figure 1: Zoning Map | INCOG

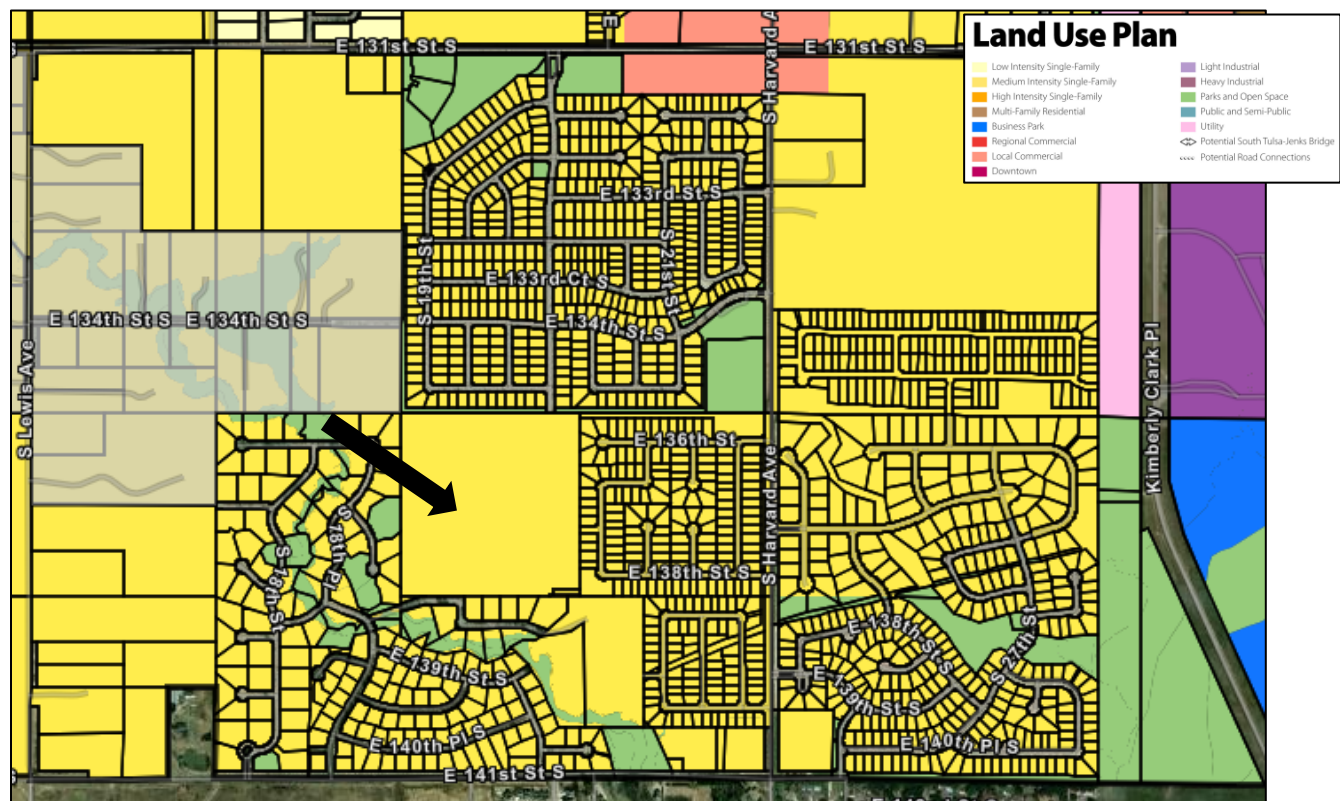


Figure 2: Horizon Jenks Comp Plan

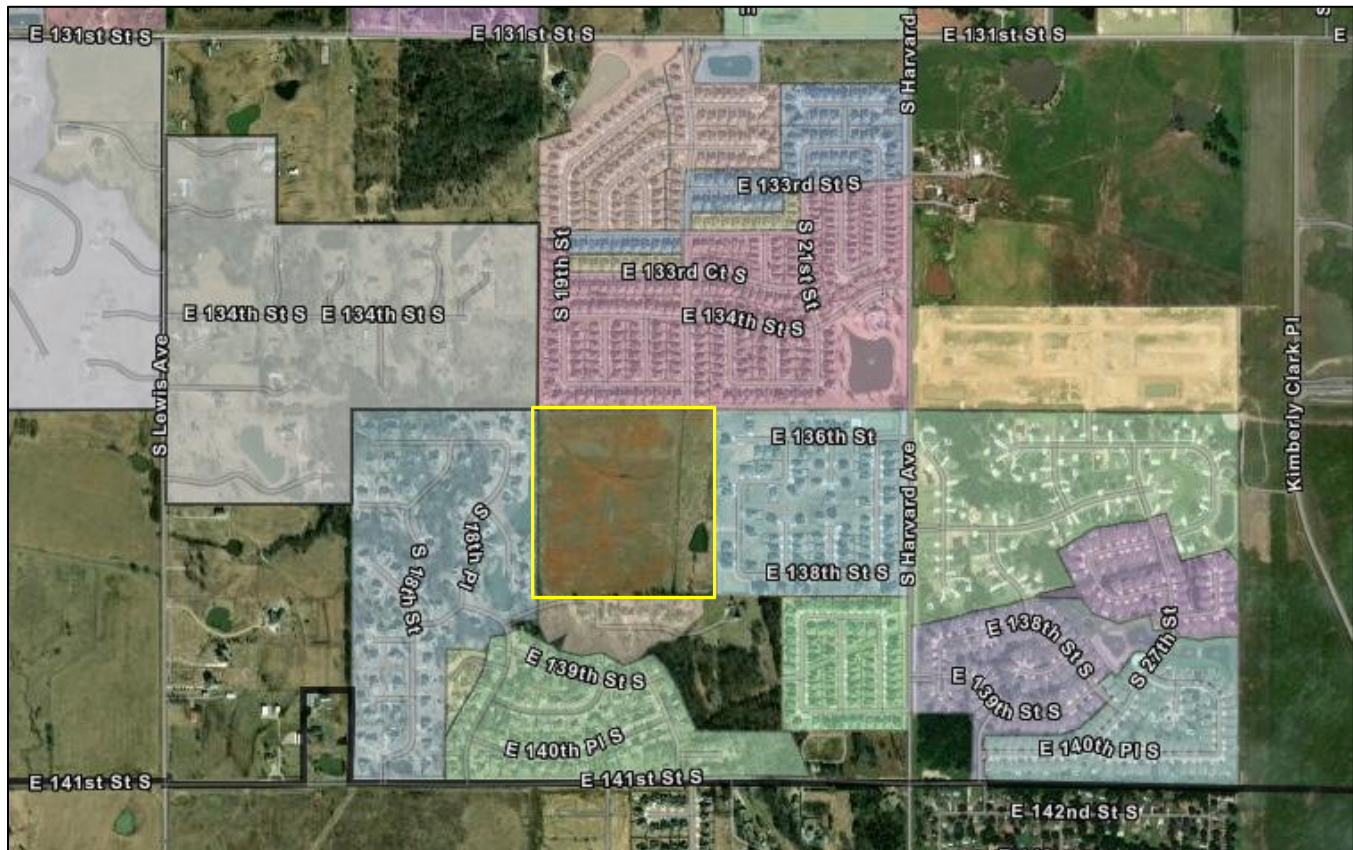


Figure 3: 131st and Harvard NE Corner Subdivisions in colors as platted.

Staff Evaluation & Recommendation

Evaluation

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

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

The approved PUD is enforceable by the City of Jenks Code Enforcement Division.

However, the City does not enforce private covenants or agreements.

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

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

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

while departing from the strict application of the regulations as detailed in this UDO. The Planned Unit Development process is intended to permit and encourage such flexibility and to accomplish the following purposes:

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

(B) General Provisions.

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

(C) Site Development Allowances and Modification Standards.

(1) Site Development Allowances.

- (a) Site development allowances are deviations from the standards of the underlying zoning district set forth outside of this article.*
- (b) Notwithstanding any limitations on variations which can be approved as contained elsewhere in this UDO, site development allowances may be approved provided the applicant specifically identifies each site development allowance on the approved site plan and demonstrates how each site development allowance would be compatible with surrounding development; is necessary for proper development of the site; and is aligned with a minimum of one of the modification standards detailed in section 16-9-8(C)(2) below.*

(2) Modification Standards. In addition to the Standards for Review established in section 16-9-8(D), the following modification standards shall be utilized in consideration of site development allowances. These standards shall not be regarded as inflexible but shall be used as a framework by the City to evaluate the quality of amenities, benefits to the community, and design and desirability of the proposal.

- (a) Public Gathering Space. The Planned Unit Development includes public gathering space, the amount of which is proportional to the size of buildings or number of dwelling units. The public gathering space is activated through the use of moveable tables and chairs, a fountain or other water feature, a sculpture or other public art feature, benches, seat walls, raised landscape planters, pedestrian scale, and celebratory lighting such as string or Tivoli lights, and/or other features. The public gathering space is integrated into the overall design of the Planned Unit Development and has a direct functional or visual relationship to the main building(s) and is not of an isolated or leftover character.*
- (b) Sustainable Design. The Planned Unit Development is designed with consideration given to various methods of site design and building location, architectural design of individual buildings, and landscaping design capable of reducing energy consumption and improving onsite stormwater management.*
- (c) Landscape Conservation and Visual Enhancement. The Planned Unit Development preserves and enhances existing landscape, trees, and natural features such as rivers, streams, ponds, groves, and landforms.*
- (d) Mix of Uses. The Planned Unit Development is comprised of a mix of nonresidential uses and a mix of housing types.*
- (e) Affordability. The Planned Unit Development includes residential dwellings that are deed restricted for households that make less than or equal to 80 percent of the area median income.*
- (f) Universal Design. The Planned Unit Development includes buildings designed with accessible features such as level access from the street and/or zero entry thresholds.*
- (g) High Quality Building Materials. The Planned Unit Development utilizes time and weather tested building materials that are of a higher quality than what is otherwise required by this UDO, including, but not limited to, masonry or wood.*

- (D) *Standards for Review. Approval of development through the use of the Planned Unit Development process will be considered by the City only in direct response to the accrual of tangible benefits from the Planned Unit Development to the City or the neighborhood in which it would be located. These benefits shall be in the form of exceptional amenities; outstanding environmental, landscape, architectural, and/or site design; or the conservation of special man-made or natural features of the site. Modifications to the conventional zoning and subdivision regulations shall be considered a privilege except when encouraged by the modification standards in section 16-9-8(C)(2). No application for a Planned Unit Development shall be approved unless the City Council finds that the application meets all of the following standards:*
- (1) *Comprehensive Plan Alignment. The Planned Unit Development is consistent with the goals, objectives, and policies set forth in the Comprehensive Plan and other adopted plans and policy documents of the City.*
 - (2) *Placemaking. The Planned Unit Development has a distinctive identity and brand that is utilized in the signs, streetscape, architecture, public gathering spaces, open spaces.*
 - (3) *Integrated Design with Identifiable Centers and Edges. The Planned Unit Development shall be laid out and developed as a unit in accordance with an integrated overall design, in which the various land uses included function as a cohesive whole and support one another. The design shall provide identifiable centers, which form focus areas of activity in the development, and edges, which define the outer borders of the development, through the harmonious grouping of buildings, uses, facilities, public gathering spaces, and open space.*
 - (4) *Public Welfare. The Planned Unit Development is designed, located, and proposed to be operated and maintained so that it will not impair an adequate supply of light and air to adjacent property and will not substantially increase the danger of fire or otherwise endanger the public health, safety, and welfare.*
 - (5) *Compatibility with Adjacent Land Uses. The Planned Unit Development includes uses which are generally compatible and consistent with the uses of adjacent parcels. If the uses are not generally compatible, all adverse impacts have been mitigated through screening, landscaping, public open space, and other buffering features that protect uses within the development and surrounding properties.*
 - (6) *Impact on Public Facilities and Resources. The Planned Unit Development is designed so that adequate utilities, road access, drainage, and other necessary facilities will be provided to serve it. The planned unit development shall include such impact fees as may be reasonably determined by the City Council or the City Engineer. These required impact fees shall be calculated in reasonable proportion to impact of the planned development on public facilities and infrastructure.*
 - (7) *Archaeological, Historical or Cultural Impact. The Planned Unit Development does not substantially adversely impact an archaeological, historical, or cultural resource, included on the local, state, or federal register, located on or off the parcel(s) proposed for development.*
 - (8) *Drives, Parking and Circulation. The Planned Unit Development has or makes adequate provision to provide necessary parking. Principal vehicular access is from dedicated public streets, and access points shall be designed to encourage smooth traffic flow with controlled turning movements and minimum hazards to vehicular or pedestrian traffic. With respect to vehicular and pedestrian circulation (including walkways, interior drives, and parking), special attention has been given to the location and number of access points to public streets, the width of interior drives and access points, general interior circulation, separation of pedestrian and vehicular traffic, adequate provision for service by emergency vehicles, and arrangement of parking areas that are safe, convenient, and do not detract from the design of proposed buildings and structures and the neighboring properties. Access points are limited through the use of cross access connections.*
- (E) *Pre-Application Public Meeting. The applicant, after conducting the required pre-application conference, as detailed in section 16-9-4(C)(1), and prior to application submittal, as detailed in section 16-9-4(C)(2), is encouraged to conduct a public meeting to discuss the proposed Planned Unit Development and its impact on adjoining properties and area residents. If held, the applicant is encouraged to submit a written summary of comments made at the meeting with the application.*
- (F) *Hearing and Recommendation by the Planning Commission. The Planning Commission shall hold a public hearing on the proposed Planned Unit Development, and, at the close of the public hearing and after consideration of the City planner report and public comment, make a recommendation to the City Council to approve, approve with modifications, or deny the Planned Unit Development based on the applicable review criteria. The City Planner, on behalf of the Planning Commission, shall transmit a report containing its recommendation to approve, approve with modifications, or deny the PUD application to the City Council.*
- (G) *Action by the City Council. The City Council shall hear the proposed Planned Unit Development, and, at the close of the meeting and after consideration of the recommendation of the Planning Commission, City Planner Report, and public comment either:*
- (1) *Approve the application,*

- (2) Approve the application with modifications,
 - (3) Deny the application,
 - (4) Refer the application back to the Planning Commission for further review, or
 - (5) Postpone further consideration pending the submittal of additional information, including any application requirement previously waived.
- (H) Zoning Map Amendment. Upon approval of the Planned Unit Development by the City Council, the zoning map shall be amended to reflect the PUD Overlay.
- (I) Additional Application Requirements. A Planned Unit Development application shall satisfy the application requirements and review criteria for other review procedures established in this chapter, as applicable to the application, including those for Site Plan Review in section 16-9-3(C), Conditional Use Permits in section 16-9-3(D), Specific Use Permits in section 16-9-7, and Sign Permits in section 16-9-3(F).
- (J) Amendments to Approved Planned Unit Development.
- (1) Determination of Level of Change. Upon receiving a Planned Development Amendment application, the City Planner shall determine whether the amendment is a major amendment, or a minor amendment based on the criteria detailed in section 16-9-8(J)(2) and section 16-9-8(J)(3) below.
 - (2) Major Amendment. A major amendment is any proposed change to an approved major or minor planned development that results in one or more of the following changes:
 - (a) Increase density,
 - (b) Increase the height of buildings,
 - (c) Reduce open space by more than five percent,
 - (d) Modify the proportion of housing types,
 - (e) Change parking areas in a manner that is inconsistent with this UDO,
 - (f) Increase the approved gross floor area by more than 500 square feet,
 - (g) Alter alignment of roads, utilities, or drainage, or
 - (h) Result in any other change inconsistent with any standard or condition imposed by the City Council in approving the Planned Unit Development and/or the approved site plan, as determined by the City Planner.
 - (3) Minor Amendment. A minor amendment is any proposed change to an approved Planned Unit Development that is consistent with the standards and conditions upon which the Planned Unit Development was approved, which does not alter the concept or intent of the Planned Unit Development and is not considered a major amendment as detailed in section 16-9-8(J)(2).
 - (4) Approval Processes. A major amendment to an approved Planned Unit Development shall follow the procedure set in section 16-9-8(E)(F), and (G). A minor amendment to an approved Planned Unit Development may be approved by the Planning Commission.
- (K) Expiration. For any Planned Unit Development in which there has been no Building Permit issued nor any portion of the property platted after five years since approval by the City Council, the Planned Unit Development shall be considered null and void and shall be brought back before the Planning Commission and the City Council for consideration prior to any development on the property. The underlining zoning of the PUD shall not expire, only the PUD overlay shall expire.
- (1) Conformance with Current Regulations. Expired Planned Unit Developments are required to meet the most recently adopted regulations, ordinances, and development standards. (Ord. No. 1581, § II, 4-5-2022; Ord. No. 1624, § VII, 10-17-2023)

RECOMMENDATION

No Action to be taken. This item will be on the next City Council agenda for consideration and should include an updated staff report and PUD.











JENKS POLICE DEPARTMENT

918-299-6311
918-556-7498 (fax)
www.jenks.com

211 N Elm ST
PO Box 2007
Jenks, OK 74037

9/2/2025-9/8/2025

Patrol

- There were 132 traffic stops, 14 motor vehicle accidents, 2 arrests, 683 calls for service, and 30 reports taken during this reporting period.
- 4 Domestic Assault and Battery
- 4 Mental Health Call
- 3 Burglary (1st, 2nd, 3rd and auto)
- 5 Larceny
- 3 Fraud
- 1 DUI

Training

- 1 at CLEET
- Animal Control Academy
- Firearms instructor at BPOC
- Tactical Finance

Events

- Run for Hope 5K
- Jenks Women in Buisness





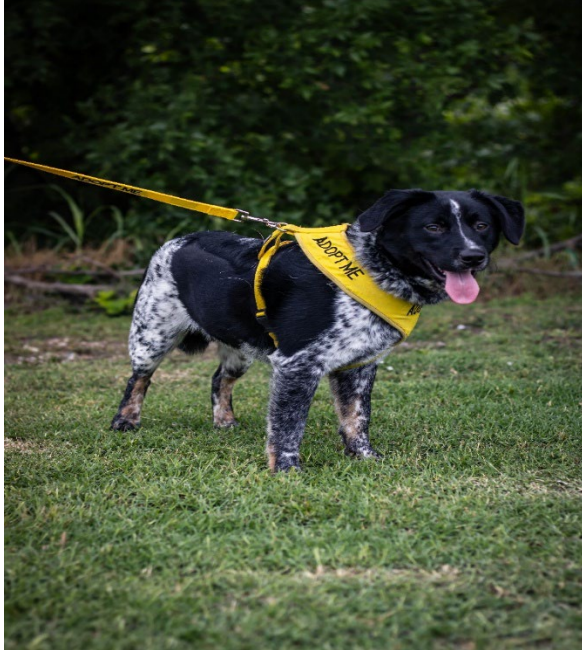
Drone Division





Animal Welfare-







Animal Bite:	2
Missing:	1
Assist Other Agency:	0
Dead Animal Pickup:	4
Other:	0
Vicious Animal:	0
Wildlife:	1

Pound Population	
Dogs	11
Cats	4

At Large	11
Adoption Inquiry:	1
Barking Dog:	0
Livestock All:	0
Trap:	2
Welfare/Cruelty:	3
Adopted	1

Code Enforcement

13 Certified letters mailed to record owners and renters

13 cases closed

4 cases set for September 18 Administrative Hearing.

Dilapidated Structure

- 550 N. Elm St. – House falls under dilapidation criteria due to neglect, necessary repairs not being made, structure being in a state of decay, being uninhabitable, and being a hazard to the health, safety, and welfare of the general public. Certified letter mailed to record owner.



Tall Grass and Weeds

- 1223 W. 111th St. S. – Report of tall grass and weeds and dead trees. Only small areas of tall grass and tree debris found. Certified letter mailed to record owner.



- 215 and 217 N. Fir St. – Report of tall grass and weeds. Property mowed. Case closed.
- 1203 W. 118th St. S. – Report of tall grass and weeds. Property mowed. Case closed.
- 1317 N. 2nd St. – Tall grass and weeds. City owned property. Certified letter to be mailed to renter.



- 725B W. B St. – Tall grass and weeds at west side of duplex. Certified letter to be mailed to record owner.



Trash and Debris

- 707 E. E St. – Hot water tank in driveway. Certified letter to be mailed to record owner.



Vehicles Parked on Grass

- 407 E. E St. – Pickup and trailer parked on grass. Certified letter to be mailed to record owner.



- 427 E. E St. – Car parked on grass. Certified letter to be mailed to record owner.

