

AGENDA
JENKS CITY COUNCIL
MONDAY, DECEMBER 2, 2019, 7:00 P.M.
JENKS CITY HALL, COUNCIL CHAMBERS, 211 NORTH ELM

If you require special accommodations pursuant to the Americans with Disabilities Act, please notify the City Clerk's Office at (918)209-4960 or email agendas@jenksok.org.

I. CALL TO ORDER

II. ROLL CALL

III. INVOCATION

IV. PLEDGE OF ALLEGIANCE

V. CITIZEN'S COMMENTS

VI. 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 November 18, 2019

Documents:

[1A - 2019.11.18 CC MINUTES.PDF](#)

B. Approve Encumbrances and Expenditures

Documents:

[1B - ENCUMBRANCES AND EXPENDITURES.PDF](#)

C. Request to declare surplus various obsolete materials, supplies, vehicles, and equipment from all departments and to authorize the sale of same in the City of Jenks and related entities auction on December 12, 2019.

Documents:

[1C - SURPLUS ITEMS.PDF](#)

D. Request to accept "B" Street Sidewalk Easement from Jenks Public Schools in relation to the "B" Street (Elm to 5th Street) Sidewalk Project.

Documents:

[1D - B STREET SIDEWALK - JPS EASEMENT.PDF](#)

E. Request to approve Resolution No. 685, action required that the City of Jenks use the same bridge inspection consultant as Tulsa County for the Bridge Inspection Responsibility by Local Government for compliance with the National Bridge

Inspection standards from April 1, 2020 to March 31, 2022.

Documents:

[1E - RESOLUTION 685 - BRIDGE INSPECTIONS.PDF](#)

- F. Request to approve Change Order Number 1 for the Emergency Bank Stabilization Phase 2 project by River Solutions, LLC (Newcastle, NE) in the amount of \$4,575 and authorize the Mayor to execute this document; funding in the amount of \$4,575 is requested to be appropriated from the JPWA Risk Management Fund Balance and budgeted to Account No. 59-801-5250, JPWA Risk Management Contractual Services Account.

Documents:

[1F - PHASE 2 EMERGENCY BANK STABILIZATION PROJECT.PDF](#)

2. Consideration and appropriate action relating to items removed from the Consent Agenda.
3. Request to approve Ordinance No. 1500, an Ordinance amending Section 1-1-9 "Time of Regular Meetings of the Council".

Documents:

[3 - ORDINANCE NO. 1500, TIME OF MEETINGS.PDF](#)

4. Request to approve the emergency clause for Ordinance No. 1500, making it effective immediately upon passage.
5. Request to approve Project Agreement for Churchill Park Trail Rehabilitation TAP-272E (282) IG, J/P 33039(04) with the Oklahoma Department of Transportation (ODOT), supporting Resolution No. 684, authorization to pay the invoice for construction costs to ODOT, and authorize the Mayor to execute the document; funding in the amount of \$70,835.00 is requested to be appropriated from the JPWA One-Cent Capital Fund fund balance to be budgeted in Account No. 53-561-5392, JPWA Building and Improvements – Parks and Grounds Account. [Robinson]

Documents:

[5 - RESOLUTION 684 - CHURCHILL PARK TRAIL AGREEMENT.PDF](#)

6. Request to approve a final plat of Yorktown 50-52 from Ryan McCarty. General Location: Northeast corner of East 131st Street and South Elm Street [Beach]

Documents:

[6 - YORKTOWN PLAT.PDF](#)

7. Request to approve a preliminary/conditional final plat of Tulsa Premium Outlets from Tulsa Engineering & Planning Associates, Inc., on behalf of Tulsa Premium Outlets, L.L.C. General Location: East 101st Place South and South 7th Street [Beach]

Documents:

[7 - TULSA PREMIUM OUTLETS PLAT.PDF](#)

VII. OTHER BUSINESS

1. City Manager's Report

Documents:

[CITY MANAGER REPORT.PDF](#)

VIII. ADJOURNMENT

**MINUTES
JENKS CITY COUNCIL
MONDAY, NOVEMBER 18, 2019, 7:00 P.M.
JENKS CITY HALL, COUNCIL CHAMBERS, 211 NORTH ELM**

The Agenda for the Jenks City Council was posted in City Hall and on the City's website at 11:05 a.m. on November 13, 2019. The meeting was called to order at 7:00 p.m. on the above date with Mayor Robert Lee presiding. A roll call vote of members was taken as follows:

Kaye Lynn	Present
Craig Murray	Present
Gary Isbell	Present
Cory Box	Present
Donna Ogez	Present
Mayor Robert Lee	Present

Invocation was given by Monsignor Patrick Gaalaas with Saint Bernard of Clairvaux Parish in Tulsa.

Pledge of Allegiance was given.

Appoint Councilmember for Ward 4 Gary Isbell nominated Dawn Dyke for Councilmember for Ward 4. Cory Box nominated Craig Bowman for Councilmember for Ward 4. A roll call vote of members was taken as follows:

Kaye Lynn	Dawn Dyke
Craig Murray	Craig Bowman
Gary Isbell	Dawn Dyke
Cory Box	Craig Bowman
Donna Ogez	Dawn Dyke
Mayor Robert Lee	Dawn Dyke

Dawn Dyke was announced as the new Jenks City Councilmember for Ward 4.

Oath of Office Judge Phil Frazier administered the Oath of Office for Dawn Dyke.

Election of Vice Mayor Craig Murray nominated Cory Box for Vice Mayor. Gary Isbell nominated Donna Ogez for Vice Mayor. Cory Box stated that he was not interested in being Vice Mayor. Craig Murray withdrew his nomination. A roll call vote of members was taken as follows:

Kaye Lynn	Donna Ogez
Craig Murray	Donna Ogez
Gary Isbell	Donna Ogez
Cory Box	Donna Ogez
Dawn Dyke	Donna Ogez
Donna Ogez	Donna Ogez
Mayor Robert Lee	Donna Ogez

Donna Ogez was announced as the new Vice Mayor of Jenks.

Citizen's Comments

Craig Bowman, 2612 W 117th St S, Jenks, congratulated Dawn Dyke on the appointment and thanked Council for being able to be part of the appointment process.

Proclamation Mayor Lee presented a proclamation to the Jenks Garden Club for their generous donation.

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 November 4, 2019
 - B. Approve Encumbrances and Expenditures
 - C. Monthly Reports
 - D. Request to declare surplus various obsolete materials, supplies, vehicles, and equipment from all departments and to authorize the sale of same in the City of Jenks and related entities auction on December 12, 2019.
 - E. Request to consider approval of Holiday bonuses in the gross amount of \$400.00 for full-time employees and \$200.00 for regular part-time employees; to authorize the expenditure for same within the current budget and to authorize the Finance Director to request an appropriation for such expenditures to reimburse the current balance from fund balances of those entities before the end of the fiscal year, if needed.

Craig Murray request to remove Item D from the Consent Agenda.

Gary Isbell made a motion to approve Item 1, except Item D. Donna Ogez seconded the motion. A roll call vote of members was taken as follow:

Kaye Lynn	Yes
Craig Murray	Yes
Gary Isbell	Yes
Cory Box	Yes
Dawn Dyke	Yes
Donna Ogez	Yes
Mayor Robert Lee	Yes

Motion Carried.

2. Consideration and appropriate action relating to items removed from the Consent Agenda. Craig Murray asked if the Police Department had anything to surplus because it was not included in the list. Chris Shrout stated that the Police Department did not have anything for this auction cycle.

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

Kaye Lynn	Yes
Craig Murray	Yes
Gary Isbell	Yes
Cory Box	Yes
Dawn Dyke	Yes
Donna Ogez	Yes
Mayor Robert Lee	Yes

Motion Carried.

3. Request by SoCo Properties to approve an alternative to the masonry requirements. Mayor Lee stated that Item 3 has been tabled until the regular Council meeting on December 16, 2019.
4. Request to approve Ordinance No. 1478 – Corrected (to correct the legal description), relating to JZ-634/PUD-114 which rezoned and established a PUD on property located at the southwest corner of 3rd and Aquarium Place; repealing all ordinances or parts thereof in conflict herewith; providing for severability; and declaring an emergency. Jim Beach explained that this ordinance is needed to correct the legal description on the original ordinance. Cory Box made a motion to approve Item 4. Gary Isbell seconded the motion. A roll call vote of members was taken as follow:

Kaye Lynn	Yes
Craig Murray	Yes
Gary Isbell	Yes
Cory Box	Yes
Dawn Dyke	Yes
Donna Ogez	Yes
Mayor Robert Lee	Yes

Motion Carried.

5. Request to approve the emergency clause for Ordinance No. 1478-Corrected, making it effective immediately upon passage. Donna Ogez made a motion to approve Item 5. Gary Isbell seconded the motion. A roll call vote of members was taken as follow:

Kaye Lynn	Yes
Craig Murray	Yes
Gary Isbell	Yes
Cory Box	Yes
Dawn Dyke	Yes
Donna Ogez	Yes
Mayor Robert Lee	Yes

Motion Carried.

6. Request to approve JZ 19-646 from Carla Harris for a zone change from RS-3 (Residential Single-Family High Density) District to CS (Commercial Shopping Center) District. General Location: 421 W Main St Jim Beach presented the rezone, which is for a Chiropractor office. Gary Isbell made a motion to approve Item 6. Craig Murray seconded the motion. A roll call vote of members was taken as follow:

Kaye Lynn	Yes
Craig Murray	Yes
Gary Isbell	Yes
Cory Box	Yes
Dawn Dyke	Yes
Donna Ogez	Yes
Mayor Robert Lee	Yes

Motion Carried.

7. Request to approve Ordinance No. 1498 relating to JZ 19-646, rezoning a tract of land from RS-3 (Residential Single-Family High Density) District to CS (Commercial Shopping Center) District; repealing all ordinances or parts thereof in conflict herewith; providing for severability; and declaring an emergency. Cory Box made a motion to approve Item 7. Gary Isbell seconded the motion. A roll call vote of members was taken as follow:

Kaye Lynn	Yes
Craig Murray	Yes
Gary Isbell	Yes
Cory Box	Yes
Dawn Dyke	Yes
Donna Ogez	Yes
Mayor Robert Lee	Yes

Motion Carried.

8. Request to approve the emergency clause for Ordinance No. 1498, making it effective immediately upon passage. Cory Box made a motion to approve Item 8. Donna Ogez seconded the motion. A roll call vote of members was taken as follow:

Kaye Lynn	Yes
Craig Murray	Yes
Gary Isbell	Yes
Cory Box	Yes
Dawn Dyke	Yes
Donna Ogez	Yes
Mayor Robert Lee	Yes

Motion Carried.

9. Consider, motion, and vote to enter executive session pursuant to Title 25 O.S. § 307(B)(1) to discuss the employment of the City Manager in preparation for the City manager's yearly performance review. Gary Isbell made a motion to enter into executive session at 7:54 p.m. Donna Ogez seconded the motion. A roll call vote of members was taken as follow:

Kaye Lynn	Yes
Craig Murray	Yes
Gary Isbell	Yes
Cory Box	Yes
Dawn Dyke	Yes
Donna Ogez	Yes
Mayor Robert Lee	Yes

Motion Carried. Council exited executive session at 8:45 p.m. No votes were taken.

Other Business

1. City Manager's Report. Chis Shrout stated that the report was included in the agenda packet.

Adjournment. Craig Murray made a motion to adjourn. Donna Ogez seconded the motion. A roll call vote of members was taken as follow:

Kaye Lynn	Yes
Craig Murray	Yes
Gary Isbell	Yes
Cory Box	Yes
Dawn Dyke	Yes
Donna Ogez	Yes
Mayor Robert Lee	Yes

Motion Carried. The Jenks City Council adjourned at 8:48 p.m.

Robert Lee, **MAYOR**

Brittany Long, **CITY CLERK**

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 214 CITY ATTORNEY						
192628	1 -3340	TERESA NOWLIN	MEALS/PARK CONTRACTS CONF	11/2019	11-06-19 LITTLE PR	90.35
DEPARTMENT TOTAL:					90.35	
DEPARTMENT: 216 PERSONNEL						
192627	1 -3066	TULSA EMERGENCY MEDICAL CEN	EMPLOYEE DRUG SCREENS	11/2019	825762 10-17	180.00
DEPARTMENT TOTAL:					180.00	
DEPARTMENT: 231 GENERAL GOVERNMENT						
192017	1 -2199	TULSA WORLD	ADVERTISING INVOICE	11/2019	I0000600881-1011	32.00
DEPARTMENT TOTAL:					32.00	
DEPARTMENT: 241 CITY PLANNER						
191850	1 -2199	TULSA WORLD	ADVERTISING INVOICE	11/2019	I0000598916-1003	103.68
192199	1 -2199	TULSA WORLD	ADVERTISING INVOICE	11/2019	I0000602709-1019	92.16
192317	1 -2199	TULSA WORLD	ADVERTISING INVOICE	11/2019	I0000604046-1025	30.72
192400	1 -2199	TULSA WORLD	ADVERTISING	11/2019	I0000606552-1103	88.32
192402	1 -3639	ADOBE	ADOBE LICENSE	11/2019	260059801 11-07	246.32
192401	1 -3686	CATERING BY PARTYSERVE	FOOD / BEVERAGE / LABOR	11/2019	E17409 11-05	1,472.50
DEPARTMENT TOTAL:					2,033.70	
DEPARTMENT: 411 FIRE SUPPRESSION						
192545	1 -1011	CECIL'S TIRE CENTER INC	PPV BATTERY CHARGER RMVL	11/2019	1455 11-12	52.50
192546	1 -1011	CECIL'S TIRE CENTER INC	ALTERNATOR REPLACEMENT	11/2019	1454 11-12	619.95
192593	1 -1011	CECIL'S TIRE CENTER INC	FLAT TIRE REPAIR	11/2019	1459 11-12	20.00
192592	1 -1027	DAIOHS USA	FIRE STATION COFFEE	11/2019	740347 11-11	168.75
192542	1 -1101	REASOR'S	AA BATTERIES-SCBA'S	11/2019	8194 11-11	126.83
192394	1 -1692	SPECIAL-OPS UNIFORMS INC	CLOTHING & UNIFORMS	11/2019	792173 11-07	49.93
192541	1 -1866	AIRCO SERVICE INC	RPR FURNACE-NO HEAT	11/2019	54727648 10-31	228.00
192544	1 -2198	MCKESSON MEDICAL-SURGICAL	LMEDICAL SUPPLIES	11/2019	62224715 08-23	506.10
192538	1 -2503	ALL MAINTENANCE SUPPLY	STATION SUPPLIES	11/2019	00086351-01 11-05	121.98
192539	1 -2503	ALL MAINTENANCE SUPPLY	STATION SUPPLIES	11/2019	00085513-01 10-10	246.45
190015	1 -2832	SCOTT PRO PEST CONTROL	PEST CONTROL 2019/2020	11/2019	FS #2 11-25	150.00
192543	1 -3215	UN-LEADED DESIGN INC	FIRE INSPECTION PERMITS	11/2019	5751 11-05	3,082.50
192561	1 -3313	AUTOZONE INC	DEF FOR TRUCK 1	11/2019	6377533206 01-24	98.78
192562	1 -3313	AUTOZONE INC	DETAIL SUPPLIES	11/2019	6377552799 03-08	38.94
192563	1 -3313	AUTOZONE INC	POLISHING BONNETTS	11/2019	6377566907 04-04	11.98
192591	1 -3313	AUTOZONE INC	VEHICLE PARTS	11/2019	6377676457 11-13	66.01
DEPARTMENT TOTAL:					5,588.70	

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 411 FIRE SUPPRESSION						
185575	1 -2974	PRAETORIAN GROUP INC	HAZMAT TRAINING	11/2019	010135-3744 11-22	2,810.00
DEPARTMENT TOTAL:						2,810.00
FUND TOTAL:						2,810.00

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 521 STREET MAINTENANCE						
192549	1 -1054	LOCKE SUPPLY	RPR ALLEY LIGHTING CNTRL	11/2019	38618635-00 10-31	15.50
191780	1 -2289	TULSA FORD NEW HOLLAND	1999 110 HP TRACTOR	11/2019	WO88540 11-05	4,100.00
192550	1 -3186	J H SOLUTIONS	ELEC WORK-ALLEY LIGHTS	11/2019	1592 10-31	160.00
191302	1 -3445	PROACTIVE LANDSCAPING	MAIN&ELM HOLIDAY LIGHTS	11/2019	#64224 11-04	5,371.50
DEPARTMENT TOTAL:				9,647.00		
DEPARTMENT: 522 GENERAL MAINTENANCE						
192548	1 -1457	O'REILLY AUTO PARTS	SUPPLIES FOR PW SHOP	11/2019	2075-176129 11-06	119.59
DEPARTMENT TOTAL:				119.59		
DEPARTMENT: 561 PARKS & GROUNDS						
192547	1 -1155	JDI SALES INC	REPAIR SPRINKLER LINE	11/2019	125202 11-07	80.00
191780	1 -2289	TULSA FORD NEW HOLLAND	1999 110 HP TRACTOR	11/2019	WO88540 11-05	4,100.00
192587	1 -2503	ALL MAINTENANCE SUPPLY	JANITORIAL/TRASH SUPPLIES	11/2019	000846432-01 11-05	177.93
192588	1 -2503	ALL MAINTENANCE SUPPLY	JANITORIAL/TRASH SUPPLIES	11/2019	00086214-01 10-30	177.03
192540	1 -2527	HOME DEPOT/GECE	RLCMNT FLAGS-VTRNS PARK	11/2019	1075287 11-08	74.85
192251	1 -2783	MIRACLE RECREATION EQUIPMENRPLC	BRKN PLAY EQUIPMENT	11/2019	818379 11-14	873.00
191301	1 -3445	PROACTIVE LANDSCAPING	COMMONS PARK-HOLIDY LIGHT	11/2019	#64225 11-04	702.00
DEPARTMENT TOTAL:				6,184.81		
FUND TOTAL:				23,876.15		

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 521 STREET MAINTENANCE						
192638	1 -1750	LOWE'S BUSINESS ACCOUNT	SUPPLIES-HANG LIGHTS	11/2019	14065 11-14	57.36
DEPARTMENT TOTAL:				57.36		
FUND TOTAL:				57.36		
GRAND TOTAL:				57.36		

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 411 ** INVALID DEPARTMENT **						
185653	1 -2286	CONRAD FIRE EQUIPMENT INC	535820 06-13/536014 06-20	11/2019	538048A 09-24	1,229.76
185698	1 -2286	CONRAD FIRE EQUIPMENT INC	535810 06-13	11/2019	538048 09-24	14,410.24
DEPARTMENT TOTAL:					15,640.00	
FUND TOTAL:					15,640.00	

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 242 ACCOMMODATIONS TAX						
185976	1 -3653	HOUSEAL LAVIGNE ASSOCIATES	PROFESSIONAL CONSULTING	11/2019	4359 11-09	6,080.32
DEPARTMENT TOTAL:				6,080.32		
FUND TOTAL:				6,080.32		
GRAND TOTAL:				24,530.32		

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 561 PARKS & GROUNDS						
190057	1 -1254	TRUGREEN LANDCARE	06-17-19 PROPOSAL	11/2019	12206690 10-11	1,132.62
DEPARTMENT TOTAL:					1,132.62	
FUND TOTAL:					1,132.62	

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 801 INS & CASH REIMB.						
192626	1 -2108	KYLE FLORA	11-04 MEDICAL REIMBURSE	11/2019	11-04 MEDICAL REIM	1,000.00
192632	1 -2492	DARRELL SCOTT	MEDICAL REIMBURSEMENT	11/2019	11-06 MEDICAL REIM	1,000.00
DEPARTMENT TOTAL:				2,000.00		
FUND TOTAL:				2,000.00		
GRAND TOTAL:				27,008.77		

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: N/A NON-DEPARTMENTAL						
192675	1 -3688	FRANCIS SOLAR EV CHARGING	PERMIT CHRГ-PАID IN ERROR	11/2019	11-12-19 PLUMBING	70.00
DEPARTMENT TOTAL:				70.00		
DEPARTMENT: 213 CITY TREASURER						
191201	1 -1225	TULSA COUNTY ASSESSOR	19230 19-20 VISUAL INSPEC	11/2019	19230 19-20 VISUAL	10,569.04
DEPARTMENT TOTAL:				10,569.04		
DEPARTMENT: 311 UNIFORMED PATROL						
192657	1 -1457	O'REILLY AUTO PARTS	PD UNIT PARTS	11/2019	2075-173487 10-15	29.24
192658	1 -1542	CINTAS CORPORATION	MED CABINET MAINT	11/2019	5014934014 09-26	48.11
192656	1 -1692	SPECIAL-OPS UNIFORMS INC	BELT & KEEPER	11/2019	792002 10-30	33.99
192660	1 -2876	SUNDANCE OFFICE SUPPLY INC	PD HQ OFFICE SUPPLIES	11/2019	385080 11-06	236.67
192666	1 -3618	INTEGRIS EMPLOYEE HEALTH	PENSION PHYSICAL HASH	11/2019	2019-26015 10-17	550.00
DEPARTMENT TOTAL:				898.01		
DEPARTMENT: 315 POLICE RESERVE						
192665	1 -1692	SPECIAL-OPS UNIFORMS INC	RESERVE UNIFORMS	11/2019	791864 10-21	33.98
192662	1 -1762	OKLAHOMA POLICE SUPPLY LLC	UNIFORMS RESERVES	11/2019	0058310 10-24	1,354.84
DEPARTMENT TOTAL:				1,388.82		
DEPARTMENT: 321 CENTRAL DISPATCH						
192659	1 -1542	CINTAS CORPORATION	JAIL/DISP MED CAB MAINT	11/2019	5015044311 10-08	129.36
192661	1 -1542	CINTAS CORPORATION	JAIL/DISP MED CAB MAINT	11/2019	5015178362 11-04	134.24
DEPARTMENT TOTAL:				263.60		
DEPARTMENT: 411 FIRE SUPPRESSION						
192668	1 -1101	REASOR'S	DRY ICE-HALLOWMARINE PROP	11/2019	8381 10-30	10.55
192680	1 -1101	REASOR'S	HALLOWMARINE/STATION SUPP	11/2019	4779 10-21	158.77
192745	1 -1294	AIR COMFORT, INC.	RPRS-HEATING UNIT	11/2019	128338 11-18	387.00
192663	1 -2198	MCKESSON MEDICAL-SURGICAL	LFINANCE CHARGE	11/2019	11-15-19	12.35
192776	1 -3304	ALEXANDER WATKINS	DRY ICE-HALLOWMARINE	11/2019	10-26-19 REASOR'S	24.41
192669	1 -3313	AUTOZONE INC	PARTS/SUPPLIES CMND VEHIC	11/2019	6377679271 11-19	264.94
192670	1 -3313	AUTOZONE INC	STATION 2 SUPPLIES	11/2019	6377677059 11-14	214.65
192746	1 -3313	AUTOZONE INC	SUPPLIES-VEHICLE MAINT	11/2019	6377679110 11-19	58.05
192777	1 -3313	AUTOZONE INC	WINDSHIELD WIPERS	11/2019	6377681298 11-23	191.92
192679	1 -3618	INTEGRIS EMPLOYEE HEALTH	PRE-EMPLOY PENSION PHYSIC	11/2019	2019-26079 11-14	1,025.00
DEPARTMENT TOTAL:				2,347.64		

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 521 STREET MAINTENANCE						
192637	1 -1069	OKLAHOMA LIGHTING DIST INC	RPLCMNT BULBS-SWAG LIGHTS	11/2019	2631 11-04	1,459.95
192751	1 -1072	OKLAHOMA CORRECTIONAL IND	MISC STREET SIGNS	11/2019	94167 11-07	451.00
192754	1 -1092	SIGNALTEK INC	TRAFFIC CONTROL MAINT	11/2019	16615 11-15	525.00
192635	1 -1712	TULSA COUNTY HIGHWAY CONSTR	STREET SIGNS-CITY STREETS	11/2019	320057 10-31	158.70
192634	1 -2394	P & K EQUIPMENT INC	PARTS-SERVICE NEW TRACTOR	11/2019	3503310 11-14	490.17
DEPARTMENT TOTAL:				3,084.82		
DEPARTMENT: 522 GENERAL MAINTENANCE						
192633	1 -1457	O'REILLY AUTO PARTS	SUPPLIES FOR SHOP	11/2019	2075-176210 11-07	239.61
192752	1 -1457	O'REILLY AUTO PARTS	SUPPLIES-PW SHOP	11/2019	2075-177223 11-15	57.98
192753	1 -1457	O'REILLY AUTO PARTS	SUPPLIES-PW SHOP	11/2019	2075-177860 11-20	86.16
192747	1 -2761	HI-LINE	BACKSTOCK-SHOP SUPPLIES	11/2019	10742366 11-14	713.33
DEPARTMENT TOTAL:				1,097.08		
DEPARTMENT: 561 PARKS & GROUNDS						
192755	1 -2680	SMITH FARMS AND GARDEN	SUPPLIES-RPR VAC TRAILER	11/2019	867353 11-15	42.28
192636	1 -3028	RIDDLE PLANT FARM	WINTER FLWRS- GARDEN CLUB	11/2019	1-1184806 12-12	85.00
DEPARTMENT TOTAL:				127.28		
FUND TOTAL:				19,846.29		

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 411 ** INVALID DEPARTMENT **						
192667	1 -2747	WITMER PUBLIC SAFETY GROUP	STRUCTURE BOOTS	11/2019	E1902641 11-20	465.44
DEPARTMENT TOTAL:				465.44		
FUND TOTAL:				465.44		
GRAND TOTAL:				20,311.73		

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 311		UNIFORMED PATROL				
191248	1 -1183	GT DISTRIBUTORS INC	GUN EQUIPMENT & AMMO	11/2019	INV0736755 11-12	1,918.30
DEPARTMENT TOTAL:						1,918.30
FUND TOTAL:						1,918.30
GRAND TOTAL:						1,918.30

PAID UNAPPROVED

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 315		POLICE RESERVE				
191415A	1 -2876	SUNDANCE OFFICE SUPPLY INC	TABLES & CHAIRS	11/2019	379414 09-24	6,055.54
DEPARTMENT TOTAL:						6,055.54
FUND TOTAL:						6,055.54
GRAND TOTAL:						6,055.54

PAID UNAPPROVED

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: N/A		NON-DEPARTMENTAL				
190471	1 -1596	COMMUNITY CARE	11-01-19 EAP MONTHLY FEE	11/2019	11-01-19 EAP FEE	54.59
DEPARTMENT TOTAL:						54.59
FUND TOTAL:						54.59

PAID UNAPPROVED

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 521		STREET MAINTENANCE				
192413	1 -2450	JPMORGAN CHASE BANK NA	LED LIGHTBARS-CITY VEHICL	11/2019	10-17-19 LED LIGHT	3,184.05
DEPARTMENT TOTAL:						3,184.05
DEPARTMENT: 561		PARKS & GROUNDS				
192253	1 -2450	JPMORGAN CHASE BANK NA	FLAGPOLES-VETERANS MONUMN	11/2019	10-30-19 FLAGSIMPO	529.66
DEPARTMENT TOTAL:						529.66
FUND TOTAL:						12,881.54

PAID UNAPPROVED

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 214						
192414	1 -2450	CITY ATTORNEY JPMORGAN CHASE BANK NA	BUSINESS MEETING	11/2019	10-11-19 LOS MARIA	31.75
DEPARTMENT TOTAL:						31.75
DEPARTMENT: 311						
		UNIFORMED PATROL				
190974	1 -2450	JPMORGAN CHASE BANK NA	ADOBE SUBSCRIPTION	11/2019	10-04-19 ADOBE	14.99
190975	1 -2450	JPMORGAN CHASE BANK NA	ADOBE SUBSCRIPTION	11/2019	10-11-19 ADOBE	14.99
192428	1 -2450	JPMORGAN CHASE BANK NA	SHIRTS, FB BOOST, SHPPNG	11/2019	10-08-19 OKLAHOMA	2,010.16
192430	1 -2450	JPMORGAN CHASE BANK NA	DRONE PD	11/2019	10-17-19 BEST BUY	499.16
192433	1 -2450	JPMORGAN CHASE BANK NA	BUSINESS LUNCH/UPS	11/2019	10-14-19 JERSEY MI	379.78
192434	1 -2450	JPMORGAN CHASE BANK NA	NATIONAL REGISTRY TEST	11/2019	10-22-19 NATIONAL	225.00
192435	1 -2450	JPMORGAN CHASE BANK NA	FLWRS, SUPPLIES	11/2019	11-01-19 MARY MURR	259.29
192436	1 -2450	JPMORGAN CHASE BANK NA	NATIONAL EMR LICENSE RNWL	11/2019	09-11-19 NATIONAL	80.00
192437	1 -2450	JPMORGAN CHASE BANK NA	HOTEL ROYCE GRACIE TRNG	11/2019	10-18-19 SPRINGHIL	420.00
192438	1 -2450	JPMORGAN CHASE BANK NA	HOTEL LEEDA TRAINING	11/2019	10-04-19 DOUBLETRE	595.00
192460	1 -2450	JPMORGAN CHASE BANK NA	CAPTURE CARD-DRONE	11/2019	10-16-19 AMAZON	115.44
DEPARTMENT TOTAL:						4,613.81
DEPARTMENT: 315						
		POLICE RESERVE				
192432	1 -2450	JPMORGAN CHASE BANK NA	ORCPI TRAINING	11/2019	10-17-19 ORCPI	25.00
DEPARTMENT TOTAL:						25.00
DEPARTMENT: 411						
		FIRE SUPPRESSION				
192412	1 -2450	JPMORGAN CHASE BANK NA	BAGGAGE FEE/ADOBE SUB	11/2019	09-25-19 ADOBE	299.88
192415	1 -2450	JPMORGAN CHASE BANK NA	HALLOWMARINE SUPPLIES	11/2019	10-07-19 WALMART	1,540.48
192416	1 -2450	JPMORGAN CHASE BANK NA	ADMIN MTG/BACKGROUND CHKS	11/2019	10-11-19 LOUIE'S	500.00
192417	1 -2450	JPMORGAN CHASE BANK NA	OK STATE FIRE SERV TRNG	11/2019	10-24-19 OK STATE	350.00
192418	1 -2450	JPMORGAN CHASE BANK NA	VEHICLE PARTS	11/2019	10-18-19 TRACTOR S	305.40
192419	1 -2450	JPMORGAN CHASE BANK NA	BUSINESS LUNCH/FLOWERS	11/2019	10-18-19 WATERFRON	135.11
192420	1 -2450	JPMORGAN CHASE BANK NA	GET WELL BASKET	11/2019	10-15-19 FTD	52.37
192421	1 -2450	JPMORGAN CHASE BANK NA	COMPUTER SUPPLIES	11/2019	10-22-19 BEST BUY	42.32
192422	1 -2450	JPMORGAN CHASE BANK NA	CONF & TRNG DRONE SAFETY	11/2019	10-25-19 TCC	198.00
192423	1 -2450	JPMORGAN CHASE BANK NA	BUNK ROOM SUPPLIES STN 1	11/2019	10-28-19 WALMART	82.48
192424	1 -2450	JPMORGAN CHASE BANK NA	SYMPATHY FLOWERS	11/2019	10-30-19 FTD	107.33
192425	1 -2450	JPMORGAN CHASE BANK NA	DUES, GRANT WRTNG TRNG	11/2019	10-29-19 INT ASSOC	808.90
192426	1 -2450	JPMORGAN CHASE BANK NA	LUNCH-HMARINE TEAR DOWN	11/2019	11-01-19 ANDOLINIS	75.00
DEPARTMENT TOTAL:						4,497.27

PAID UNAPPROVED

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: N/A		NON-DEPARTMENTAL				
192536	1 -2653	OKLAHOMA UNIFORM BUILDING COCT	2019 PERMIT FEE	11/2019	OCT 19 PERMIT FEES	448.00
DEPARTMENT TOTAL:						448.00
DEPARTMENT: 221		MUNICIPAL COURT				
190003	1 -1033	PHIL FRAZIER	NOV 2019 MUN'L JUDGE	11/2019	NOV 19 MUN'L JUDGE	1,470.87
DEPARTMENT TOTAL:						1,470.87
FUND TOTAL:						1,918.87

PAID UNAPPROVED

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 411 FIRE SUPPRESSION						
190048	1 -1073	OKLAHOMA NATURAL GAS	GAS SERVICE JUL 19/JUN 20	11/2019	113564527 NOV 19	164.84
192408	1 -1726	OTA PIKEPASS CUSTOMER SVC	20191093974 NOV 2019	11/2019	6377751 NOV 2019	53.11
DEPARTMENT TOTAL:						217.95
DEPARTMENT: 512 PROTECTIVE INSPECTIONS						
192408	1 -1726	OTA PIKEPASS CUSTOMER SVC	20191093974 NOV 2019	11/2019	5891283 NOV 2019	1.50
DEPARTMENT TOTAL:						1.50
DEPARTMENT: 521 STREET MAINTENANCE						
190010	1 -1082	PUBLIC SERVICE COMPANY OF	95842358103 DEC 2019	11/2019	95842358103 12-19	245.61
192408	1 -1726	OTA PIKEPASS CUSTOMER SVC	20191093974 NOV 2019	11/2019	3316501 NOV 2019	1.50
190008	1 -2027	O G & E ELECTRIC SERVICES	ELECTRIC JUL 19/JUN 20	11/2019	128233410-9 DEC 19	479.55
DEPARTMENT TOTAL:						726.66
DEPARTMENT: 562 ANIMAL CONTROL						
192408	1 -1726	OTA PIKEPASS CUSTOMER SVC	20191093974 NOV 2019	11/2019	3316512 NOV 2019	3.25
DEPARTMENT TOTAL:						3.25
FUND TOTAL:						949.36
GRAND TOTAL:						949.36

PAID UNAPPROVED

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 521		STREET MAINTENANCE				
190007	1 -1025	EAST CENTRAL ELECTRIC	ELECTRIC JUL 19/JUN 20	11/2019	3993001 DEC 2019	1,046.77
					DEPARTMENT TOTAL:	1,046.77
					FUND TOTAL:	1,046.77
					GRAND TOTAL:	1,046.77

PAID UNAPPROVED

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 311		UNIFORMED PATROL				
190001	1 -1112	BANCFIRST	0490089980 11-19 PR	11/2019	0490089980 11-19PR	2,190.41
DEPARTMENT TOTAL:						2,190.41
FUND TOTAL:						2,190.41

PAID UNAPPROVED

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 411		** INVALID DEPARTMENT **				
190002	1 -1112	BANCFIRST	0490090378 11-19 PR	11/2019	0490090378 11-19PR	27,225.77
					DEPARTMENT TOTAL:	27,225.77
					FUND TOTAL:	27,225.77
					GRAND TOTAL:	31,335.05

PAID UNAPPROVED

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 321		CENTRAL DISPATCH				
190016	1 -2542	A T & T	91815400606522 NOV 2019	11/2019	15400606522 NOV 19	236.90
DEPARTMENT TOTAL:						236.90
FUND TOTAL:						236.90

PAID UNAPPROVED

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 321		CENTRAL DISPATCH				
190017	1 -1039	INCOG	E-911 ADMINISTRATIVE SERV	11/2019	E-001491 11-19	4,933.62
DEPARTMENT TOTAL:						4,933.62
FUND TOTAL:						4,933.62
GRAND TOTAL:						4,933.62

PAID UNAPPROVED

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 317 POLICE GENERAL RECEIPTS						
192427	1 -2450	JPMORGAN CHASE BANK NA	HALLOWMARINE SUPPLIES	11/2019	10-03-19 PARTY CIT	1,667.55
192429	1 -2450	JPMORGAN CHASE BANK NA	HALLOWMARINE SUPPLIES	11/2019	10-11-19 HOME DEPO	1,245.29
192431	1 -2450	JPMORGAN CHASE BANK NA	HALLOWMARINE CANDY	11/2019	10-22-19 SAM'S	452.36
192537	1 -2450	JPMORGAN CHASE BANK NA	PROMO BAGS-KIDS ITEMS	11/2019	08-29-19 EXCITE PR	727.09
DEPARTMENT TOTAL:						4,092.29
FUND TOTAL:						4,092.29
GRAND TOTAL:						16,973.83

PAID UNAPPROVED

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 775		OTA/TURNPIKE				
191672	1 -2540	MONAGHAN & ASSOCIATES	FY 2020 LGL FEES SPARKMAN	11/2019	10-31 SPARKMAN5867	3,790.67
DEPARTMENT TOTAL:						3,790.67
FUND TOTAL:						3,790.67

PAID UNAPPROVED

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 561		PARKS & GROUNDS				
174559	1 -3761	MARQUARDT ENGINEERING, PLLC	2 11-08 ENGINEERING SVC	11/2019	2 11-08-19 ENGINEE	3,592.50
DEPARTMENT TOTAL:						3,592.50
FUND TOTAL:						3,592.50
GRAND TOTAL:						3,592.50

PAID UNAPPROVED

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 561		PARKS & GROUNDS				
191377	1 -1599	GSHELMS & ASSOC., LLC	RECREATIONAL TRAIL EXT	11/2019	19-04500-01 10-04	3,800.00
DEPARTMENT TOTAL:						3,800.00
FUND TOTAL:						3,800.00
GRAND TOTAL:						7,882.16

PAID UNAPPROVED

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 770		PUBLIC PARKING ASSESS.				
192589	2 -6353	SCHINDLER ELEVATOR CORPORAT	VOM ELEVATOR SERVICE	11/2019	8105092216 07-01	3,552.88
192590	2 -6522	VOM GARAGE LLC	PAYMENTS ON NOV 08-19	11/2019	JENKS PUBLIC WORKS	270.90
DEPARTMENT TOTAL:						3,823.78
FUND TOTAL:						3,823.78
GRAND TOTAL:						31,924.34

PAID UNAPPROVED

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 770		PUBLIC PARKING ASSESS.				
192406	2 -6164	COX COMMUNICATIONS(FORMERLY001	6311 070242801 NOV 19	11/2019	070242801 NOV 19	295.93
DEPARTMENT TOTAL:						295.93
FUND TOTAL:						295.93
GRAND TOTAL:						705.03

PAID UNAPPROVED

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 411 FIRE SUPPRESSION						
192778	1 -1750	LOWE'S BUSINESS ACCOUNT	PARTS-VEHICLE MAINT	11/2019	02424 11-22	52.50
192682	1 -2025	TIMMONS OIL COMPANY INC	BI30867 11-08-19 DIESEL	11/2019	BI30867 11-08-19	410.63
DEPARTMENT TOTAL:						463.13
DEPARTMENT: 521 STREET MAINTENANCE						
192748	1 -1750	LOWE'S BUSINESS ACCOUNT	SUPPLIES-ELM XMAS TREE	11/2019	02107 11-15	18.99
192749	1 -1750	LOWE'S BUSINESS ACCOUNT	SUPPLIES-XMAS LIGHTS	11/2019	02640 11-18	33.78
192682	1 -2025	TIMMONS OIL COMPANY INC	BI30867 11-08-19 DIESEL	11/2019	BI30867 11-08-19	123.19
DEPARTMENT TOTAL:						175.96
DEPARTMENT: 561 PARKS & GROUNDS						
192750	1 -1750	LOWE'S BUSINESS ACCOUNT	SUPPLIES-LEAF VAC TRAILER	11/2019	02940 11-20	47.49
192682	1 -2025	TIMMONS OIL COMPANY INC	BI30867 11-08-19 DIESEL	11/2019	BI30867 11-08-19	123.19
DEPARTMENT TOTAL:						170.68
FUND TOTAL:						809.77
GRAND TOTAL:						809.77

PAID UNAPPROVED



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

To: Robert Carr, Assistant City Manager

From: G.P. Head

Date: 11-18-2019

RE: Surplus Vehicle
Model # 1996 Ford E-150 Cargo Van
ID # 316
Serial # 1FTEE14Y4THA77523

The City of Jenks Public Works Department has this item in its inventory, and it has fulfilled its usefulness with the city. It should be declared surplus.



Signature

Gary P. Head

FW



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

To: Robert Carr, Assistant City Manager

From: G.P. Head

Date: 11-18-2019

RE: Surplus Vehicle
Model # 2005 Chevy 2500HD w/ Utility Body
ID # 317
Serial # 1GCHC29285E291903

The City of Jenks Public Works Department has this item in its inventory, and it has fulfilled its usefulness with the city. It should be declared surplus.



Signature

Gary P. Head



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

To: Robert Carr, Assistant City Manager

From: G.P. Head

Date: 11-18-2019

RE: Surplus Vehicle
Model # 2004 F-250 Super Cab w/ Utility Body
ID # 418
Serial # 1FDNX20L24ED03518

The City of Jenks Public Works Department has this item in its inventory, and it has fulfilled its usefulness with the city. It should be declared surplus.


Signature

Gary P. Head

for



CITY OF JENKS

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

MEMORANDUM

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

From: **Christopher C. Robinson, P. E. Civil Engineer**

Date: **December 02, 2019**

Subject: **"B" Street (Elm to 5th Street) Sidewalk Project - Sidewalk Easement from JPS**

Attached is a sidewalk easement executed by Independent School District I-5, A.K.A. Jenks Public School District pertaining to the "B" Street Sidewalk (Elm to 5th Street) project. This easement will allow the City of Jenks to construct, maintain, operate and replace sidewalks on Jenks Public School property along "B" Street. This easement is located at the southwest corner of B Street and 1st Street. Staff is working with the Union Pacific Railroad on an agreement for the section of sidewalk that crosses their right-of-way. This project is expected to be bid out in January 2020 and construction to start in early spring 2020.

Staff requests acceptance of the "B" Street Sidewalk Easement from Jenks Public School District as presented.

Attachments:

JPS Sidewalk Easement and included Exhibit A

B Street Sidewalk (Elm to 5th Street) Plan Sheets 1 & 8

SIDEWALK EASEMENT

KNOWN ALL MEN BY THESE PRESENTS:

That the owners, Independent School District I-5, A.K.A. Jenks Public School District, of Tulsa County, State of Oklahoma, hereinafter referred to as "Grantor" does hereby make a contribution and does hereby assign, grant and convey to the City of Jenks, Tulsa County, State of Oklahoma, a municipal corporation, hereinafter referred as the "Grantee," its successors and assigns, an easement and right-of-way over and across the following described real property and premises, situated in Tulsa County, State of Oklahoma, to wit:

For the purpose of constructing, maintaining, operating and replacing a sidewalk.

PROVIDED, that the Grantor, Jenks Public School District, heirs, executors, administrators and assigns, shall fully use and enjoy the said premises, except as may be necessary for the purpose herein granted to Grantee, its successors or assigns.

To have and to hold the above described easement and right unto the said Grantee, its successors and assigns forever.

IN WITNESS WHERE OF, the parties have caused this instrument to be executed this 11 day of November, 2019.



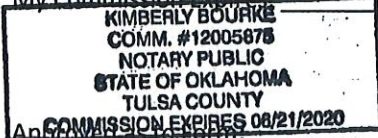
Chuck Forbes, Jenks Public Schools
Board of Education President

State of Oklahoma)
)ss,
County of Tulsa)

Before me, the undersigned, a Notary Public with and for said County and State, on this 11 day of November, 2019, personally appeared Chuck Forbes, Board of Education President to me known to be the identical person who executed the within and foregoing instrument as his free and voluntary act and deed for the uses and purposes therein set forth.

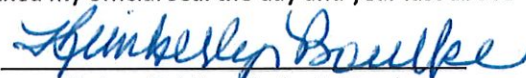
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

My Commission Expires:



Approved as to form:

City Attorney

06/21, 2020 
Notary Public – Kimberly Bourke

Approved as to Substance:

City Manager

Engineer: catcher Checked: 11/13/19 Project: B- street Sidewalk



B Street Perpetual Sidewalk Easement

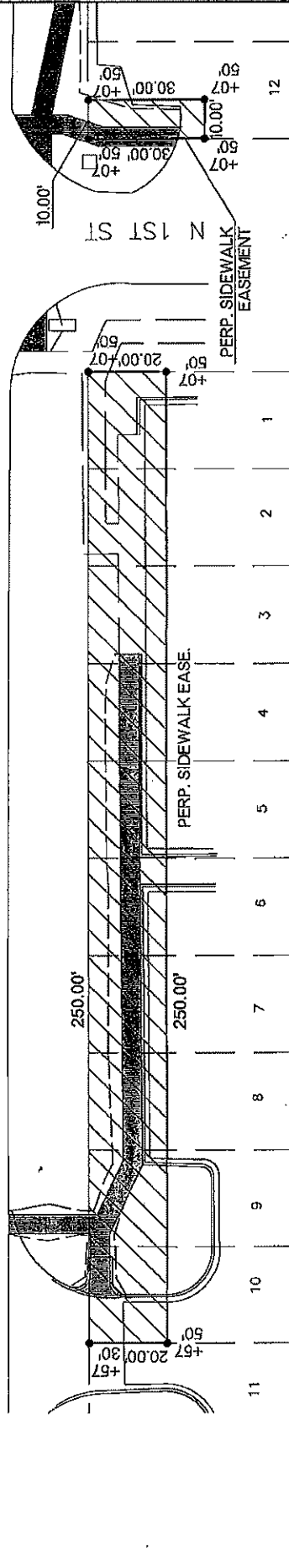
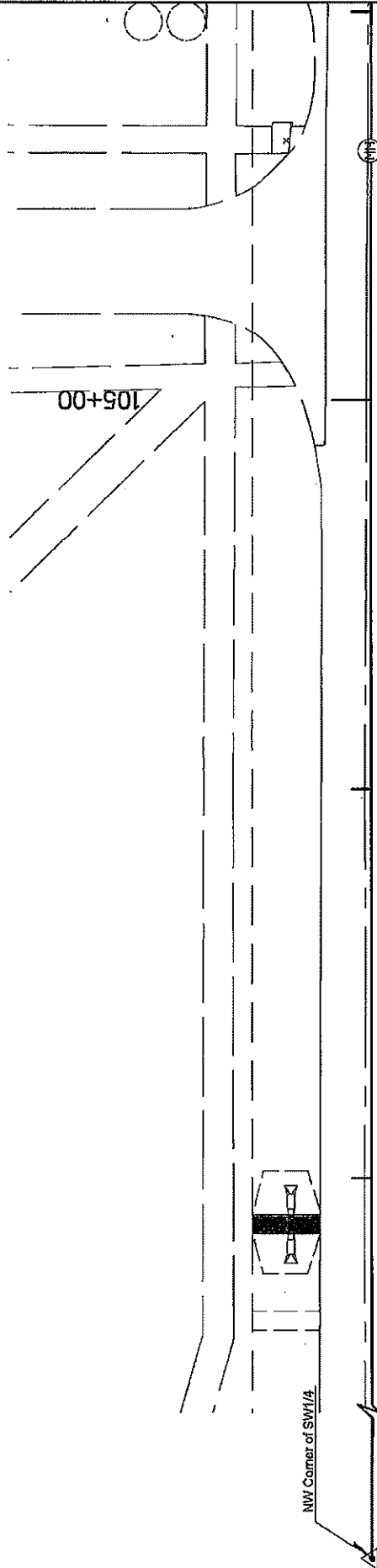
A strip, piece, or parcel of land lying in the SW 1/4 of Section 19, T18N, R13E, Tulsa County, Oklahoma; said parcel of land being more particularly described as follows:

The North 20.00' of Lots 1-10, Block 5, Original Townsite of Jenks;

and

The North 30.00' of the West 10' of Lot 12, Block 6, Original Townsite of Jenks
Containing 0.122 acres more or less

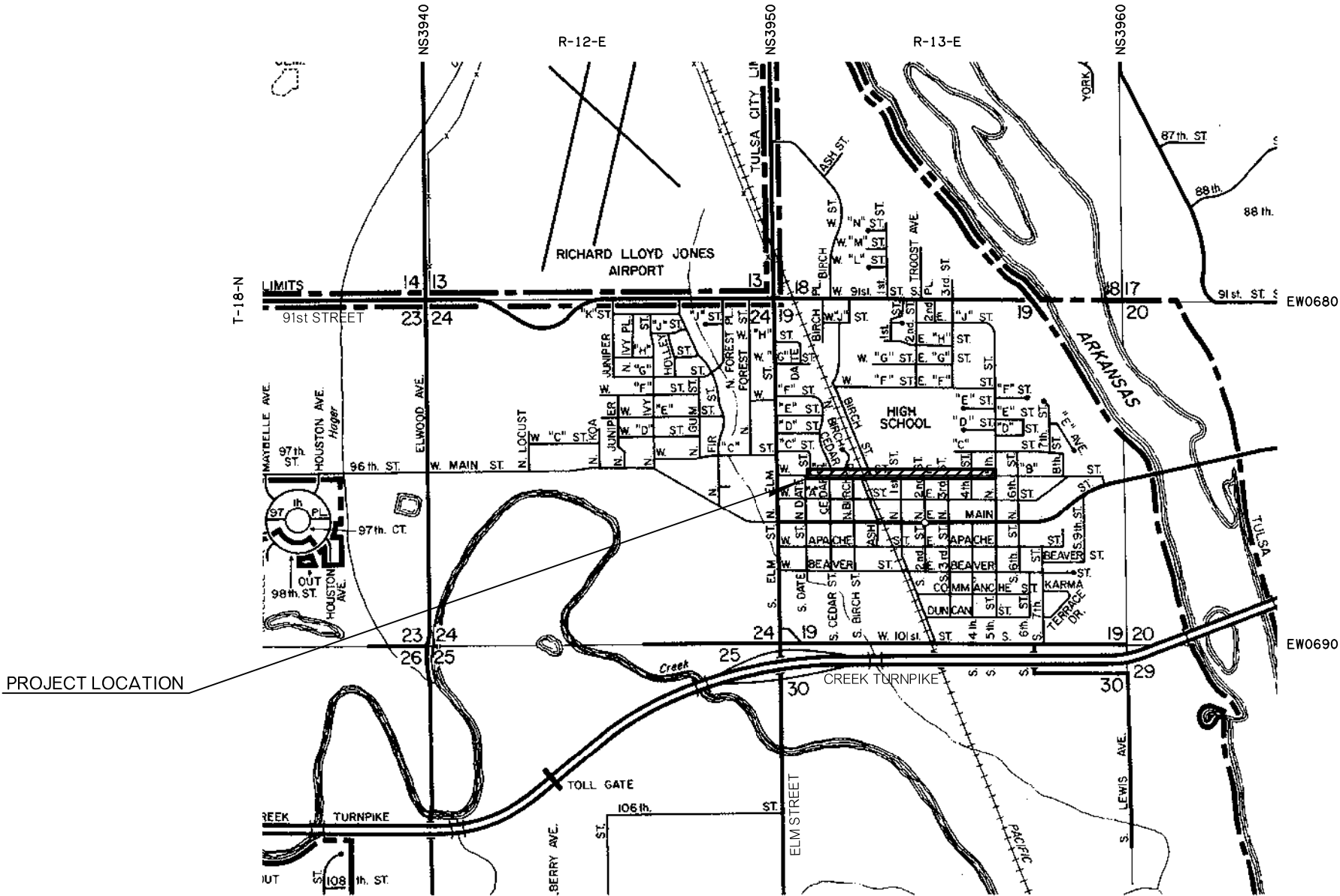
SCALE: 1" = 20'



City of Jenks	City of Jenks
Tulsa County, Oklahoma	Tulsa County, Oklahoma
PROPOSED SIDEWALK EASEMENT	
EXHIBIT "A"	
A. J. JENSEN ENGINEERING, INC.	
1000 S. W. 10th Ave., Suite 200	
Tulsa, Oklahoma 74106	
Phone: 918-438-1234	
Fax: 918-438-1234	
Sheet No. 1	

CONSTRUCTION PLANS FOR B Street SIDEWALK IMPROVEMENTS

CITY OF JENKS, TULSA COUNTY, OKLAHOMA
PEC PROJECT NO. 432-180399-XXXX

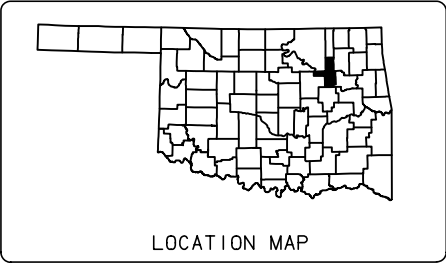


INDEX OF SHEETS

- 1 TITLE SHEET
- 2 TYPICAL SECTION
- 3 SUMMARY OF PAY QUANTITIES
- 4 SUMMARY SHEETS
- 5-12 PLAN & PROFILE
- 13-15 MARKING & SIGNING
- 16 PATCH DETAILS
- X1-X31 CROSS SECTIONS

STANDARD ODOT DRAWINGS

- CDIP-1-1
- CI-1-2
- MJB-3-1
- SPI-4-1
- TWD-1-0
- WCR-3-1



PREPARED BY:
PROFESSIONAL ENGINEERING CONSULTANTS, P.A.
CHEROKEE BUILDING 4150 S. 100TH E. AVE., SUITE 401
TULSA, OK 74146 918-664-5400 www.pec1.com

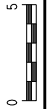
JASON P. DICKMAN, P.E.
OKLA. REG. NO. 27639

DATE

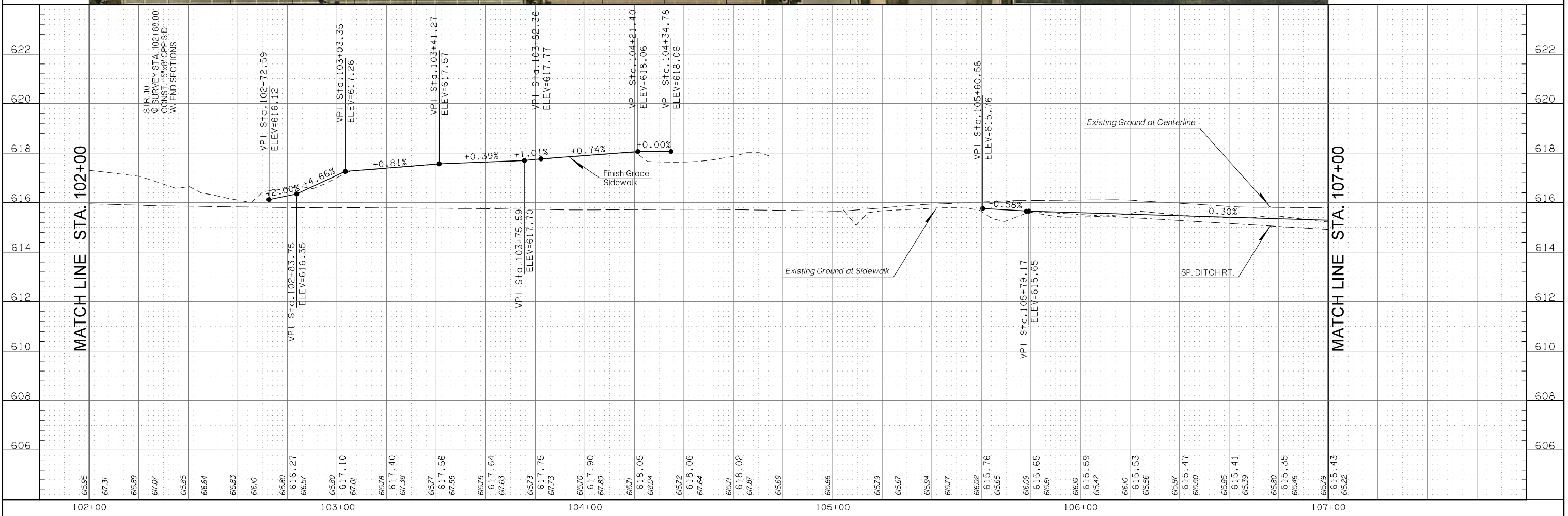
CERTIFICATE OF AUTHORIZATION NO. 1046 EXPIRES JULY 30, 2019

0 20 40

VERT. _____



MATCH LINE - STA. 107+00





CITY OF JENKS

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

MEMORANDUM

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

From: **Christopher C. Robinson, P. E. Civil Engineer**

Date: **December 02, 2019**

Subject: **Bridge Inspection Responsibility by Local Government – Consultant Selection**

The City of Jenks has the responsibility of bridge maintenance and safety inspections. Attached is a resolution pertaining to Bridge Inspection Responsibility by Local Government for Compliance with the National Bridge Inspection standards. This resolutions allows ODOT to assign a bridge engineering consultant to perform the required bridge inspections. ODOT allows the local governments four options in selecting a engineering consultant for the bridge inspections.

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

Staff recommends City Council approval of the attached Resolution 685 to select the use of the same engineering consultant as Tulsa County, Gaver (Tulsa, OK) as the engineer responsible for city bridge inspections as approved by the Oklahoma Department of Transportation.

Attachments:
Resolution 685

RESOLUTION 685

**Concerning Bridge Inspection Responsibility
By Local Government for Compliance With
National Bridge Inspections Standards
Bridge Inspection Contracts for April 1, 2020 to March 31, 2022.**

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

WHEREAS, the City of Jenks has the following options:

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

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

Name: Garver
Address: 6450 South Lewis, Suite 300, Tulsa, OK 74136

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

ADOPTED this _____ day of _____, 2019.

ATTEST:

Robert Lee, Mayor

City Clerk



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

MEMORANDUM

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

From: **Christopher C. Robinson, P. E. Civil Engineer**

Date: **December 02, 2019**

Subject: **Emergency Bank Stabilization Phase 2 – Change Order #1.**

From May 20, 2019 to May 31, 2019, the City of Jenks, Oklahoma suffered damages due to flooding from the increase release from the Keystone Dam. On May 31, 2019, the US Army Corp started to stepdown the release rate from Keystone Dam. By Sunday June 2, 2019, The Arkansas River and backwater into Polecat creek has lowered several feet. Due to the two weeks of saturation of the soils along polecat creek and the lowering of the flood waters in polecat creek, the west bank along Polecat Creek south of 106th street failed on Sunday June 2, 2019. Approximately 800 linear feet of forcemain located in the polecat creek bank was displaced when the bank failed. The forcemain broke in 3 locations in the 800 linear feet of failure. This resulted in raw sewage being bypass (released) into Polecat Creek. The forcemain at this location originates at the 106th Street and Elm Lift Station. This forcemain carries a large portion of the south west and west portions of Jenks sewer collection system.

McGuire Brother's started the work on the Temporary Bypass on June 18, 2019 and completed the repair on June 26, 2019. River Solutions LLC was awarded the Emergency Bank Stabilization project in the amount of \$246,028.00 on June 26, 2019. On July 2, 2019 an additional forcemain failure was located approximately 1,200 feet south of the first sections of failures. River Solutions was on-site providing the bank stabilization, staff asked River Solutions to clear a path and provide access to the new forcemain failure. From July 3, 2019 to July 9, 2019 River Solutions LLC cleared trees, constructed a low water crossing and located the forcemain failure. Public Works Crews worked July 9 and 10 on the forcemain, finishing the repair near 9pm on July 10, 2019. The following day, July 11, 2019 Public Works located another failure 300 feet south of the recently fix repair. This repair was fixed on the 11th of July only to have two more failures occur over the next two days. Staff then asked River Solutions to clear a path along the entire forcemain route to determine if any other failures occurred or sections of the forcemain were compromised. As of July 12, 2019 the forcemain has been in operations without any further failures.

Staff had requested some additional land clearing during the course of finalizing the Phase 2 bank stabilization. The additional land clearing was from July 19 to October 1, 2019.

Staff requests approval of Change Order Number 1 for the Emergency Bank Stabilization Phase 2 project by River Solutions, LLC (Newcastle, NE) in the amount of \$4,575 and authorize the Mayor to execute this document; funding in the amount of \$4,575 is requested to be appropriated from the JPWA Risk Management Fund fund balance and budgeted to Account No. 59-801-5250.

Attachments:
River Solutions Invoice 160



CITY OF JENKS

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

CHANGE ORDER

PROJECT: **CITY OF JENKS, BANK STABILIZATION PHASE 2**

CHANGE ORDER NUMBER: 001

DATE: December 02, 2019

CONTRACT DATE: August 19, 2019

CONTRACT FOR: Additional Tree Clearing

TO CONTRACTOR: River Solutions LLC

The Contract is changed as follows: Final Quantity Adjustment to close out project.
Additional Land Clearing for City Right of Way

The original Contract Sum was	<u>\$119,100.00</u>
Net change by previously authorized Change Orders	<u>\$0.00</u>
The Contract Sum prior to this Change Order was	<u>\$119,100.00</u>
The Contract Sum will be increased by this Change Order in the amount of	<u>\$4,575.00</u>
The new Contract Sum including this Change Order will be	<u>\$123,675.00</u>
The date of project completion was <u>October 1, 2019</u> .	

NOTE: This summary does not reflect changes in the Contract Sum Time which have been authorized by Construction Change Directive.

CONTRACTOR: River Solutions, LLC OWNER: _____

ADDRESS: PO Box 279 ADDRESS: _____
Newcastle, NE 68757

BY: [Signature] BY: _____

DATE: 11/26/19 DATE: _____

ORDINANCE NO. 1500

AN ORDINANCE AMENDING CHAPTER 1 OF THE JENKS CITY CODE “AGENCIES, OFFICERS, AND EMPLOYEES,” ARTICLE 1, SECTION 1-1-9 “TIME OF REGULAR MEETINGS OF THE COUNCIL” TO CHANGE REGULAR MEETING TIMES TO TUESDAY AT SIX P.M.; PROVIDING FOR SEVERABILITY; REPEALING CONFLICTING ORDINANCES; AND DECLARING AN EMERGENCY.

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

Section I. Chapter 1, section 1-1-9 shall be amended to read as follows:

- (A) The city council shall hold regular meetings at 6:00 p.m. on the first and third Tuesday of every month, unless otherwise approved by the city council. Provided that, if such Tuesday, falls on a holiday, the regular meeting will be held at a date and time approved by the city council.

Section II. REPEAL OF CONFLICTING ORDINANCES. That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section III. SEVERABILITY CLAUSE. 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.

Section IV. EMERGENCY CLAUSE. 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.

Approved this 2nd day of December, 2019.

CITY OF JENKS, OKLAHOMA

MAYOR

Attest:

CITY CLERK

Approved:

CITY ATTORNEY

Emergency Clause approved upon separately this 2nd day of December, 2019.

CITY OF JENKS, OKLAHOMA

MAYOR



January 2020

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1 <i>New Year's Day</i>	2	3	4
5	6	7 <i>ARBA JIA City Council JPWA</i>	8	9 <i>Planning Commission</i>	10	11
12	13	14 <i>Municipal Court TAC/ARC</i>	15	16 <i>Board of Adjustment</i>	17	18
19	20 <i>MLK Day</i>	21 <i>ARBA JIA City Council JPWA JAA</i>	22	23 <i>Planning Commission</i>	24	25
26	27	28 <i>Municipal Court TAC/ARC</i>	29	30	31	



February 2020

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4 ARBA JIA City Council JPWA	5	6 Planning Commission	7	8
9	10	11 Municipal Court TAC/ARC	12	13 Board of Adjustment	14	15
16	17	18 ARBA JIA City Council JPWA JAA	19	20 Planning Commission	21	22
23	24	25 Municipal Court TAC/ARC	26	27	28	29



March 2020

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3 <i>ARBA JIA City Council JPWA</i>	4	5 <i>Planning Commission</i>	6	7
8	9	10 <i>Municipal Court TAC/ARC</i>	11	12 <i>Board of Adjustment</i>	13	14
15	16	17 <i>ARBA JIA City Council JPWA JAA</i>	18	19 <i>Planning Commission</i>	20	21
22	23	24 <i>Municipal Court TAC/ARC</i>	25	26	27	28
29	30	31				



April 2020

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7 ARBA JIA City Council JPWA	8	9 Planning Commission	10 Good Friday	11
12	13	14 Municipal Court TAC/ARC	15	16 Board of Adjustment	17	18
19	20	21 ARBA JIA City Council JPWA JAA	22	23 Planning Commission	24	25
26	27	28 Municipal Court TAC/ARC	29	30		



May 2020

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5 <i>ARBA JIA City Council JPWA</i>	6	7 <i>Planning Commission</i>	8	9
10	11	12 <i>Municipal Court TAC/ARC</i>	13	14 <i>Board of Adjustment</i>	15	16
17	18	19 <i>ARBA JIA City Council JPWA JAA</i>	20	21 <i>Planning Commission</i>	22	23
24	25 <i>Memorial Day</i>	26 <i>Municipal Court TAC/ARC</i>	27	28	29	30
31						



June 2020

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2 ARBA JIA City Council JPWA	3	4 Planning Commission	5	6
7	8	9 Municipal Court TAC/ARC	10	11 Board of Adjustment	12	13
14	15	16 ARBA JIA City Council JPWA JAA	17	18 Planning Commission	19	20
21	22	23 Municipal Court TAC/ARC	24	25	26	27
28	29	30				



July 2020

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3 <i>Independence Day (Observed)</i>	4
5	6	7 <i>ARBA JIA City Council JPWA</i>	8	9 <i>Planning Commission</i>	10	11
12	13	14 <i>Municipal Court TAC/ARC</i>	15	16 <i>Board of Adjustment</i>	17	18
19	20	21 <i>ARBA JIA City Council JPWA JAA</i>	22	23 <i>Planning Commission</i>	24	25
26	27	28 <i>Municipal Court TAC/ARC</i>	29	30	31	



August 2020

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4 <i>ARBA JIA City Council JPWA</i>	5	6 <i>Planning Commission</i>	7	8
9	10	11 <i>Municipal Court TAC/ARC</i>	12	13 <i>Board of Adjustment</i>	14	15
16	17	18 <i>ARBA JIA City Council JPWA JAA</i>	19	20 <i>Planning Commission</i>	21	22
23	24	25 <i>Municipal Court TAC/ARC</i>	26	27	28	29
30	31					



September 2020

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1 ARBA JIA City Council JPWA	2	3 Planning Commission	4	5
6	7 Labor Day	8 Municipal Court TAC/ARC	9	10 Board of Adjustment	11	12
13	14	15 ARBA JIA City Council JPWA JAA	16	17 Planning Commission	18	19
20	21	22 Municipal Court TAC/ARC	23	24	25	26
27	28	29	30			



October 2020

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6 <i>ARBA JIA City Council JPWA</i>	7	8 <i>Planning Commission</i>	9	10
11	12	13 <i>Municipal Court TAC/ARC</i>	14	15 <i>Board of Adjustment</i>	16	17
18	19	20 <i>ARBA JIA City Council JPWA JAA</i>	21	22 <i>Planning Commission</i>	23	24
25	26	27 <i>Municipal Court TAC/ARC</i>	28	29	30	31



November 2020

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3 <i>ARBA JIA City Council JPWA</i>	4	5 <i>Planning Commission</i>	6	7
8	9	10 <i>Municipal Court TAC/ARC</i>	11 <i>Veterans Day</i>	12 <i>Board of Adjustment</i>	13	14
15	16	17 <i>ARBA JIA City Council JPWA JAA</i>	18	19 <i>Planning Commission</i>	20	21
22	23	24 <i>Municipal Court TAC/ARC</i>	25	26 <i>Thanksgiving</i>	27 <i>Day after Thanksgiving</i>	28
29	30					



December 2020

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1 <i>ARBA JIA City Council JPWA</i>	2	3 <i>Planning Commission</i>	4	5
6	7	8 <i>Municipal Court TAC/ARC</i>	9	10 <i>Board of Adjustment</i>	11	12
13	14	15 <i>ARBA JIA City Council JPWA JAA</i>	16	17 <i>Planning Commission</i>	18	19
20	21	22 <i>Municipal Court TAC/ARC</i>	23	24 <i>Christmas Eve</i>	25 <i>Christmas</i>	26
27	28	29	30	31		



CITY OF JENKS

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

MEMORANDUM

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

From: **Christopher C. Robinson, P. E. Civil Engineer**

Date: **December 02, 2019**

Subject: **Churchill Park Trail Rehabilitation TAP-272E (282) IG, J/P 33039(04) – ODOT Project Agreement**

Attached is the Project Agreement provided by the Oklahoma Department of Transportation (ODOT) for rehabilitation of the Churchill Park Trail. In part, the Agreement details the following:

- ODOT and its contractors are granted right-of-entry to city property and rights-of-way;
- All encroachments shown on the plans are removed at city expense and all permanent right-of-way will be kept free of encroachments following completion of construction;

A resolution supporting this Agreement is required along with executed Agreement document.

\$100,000 was awarded as a Transportation Alternative Project (TAP) ODOT Grant in 2016. The federal fund portion of the grant is 75% in the amount of \$74,978. City portion of the grant is 25% in the amount of \$24,992. A summary of the project segment and cost allocation is shown in the attachment. Estimated costs for each work element have been calculated based upon the most recent design engineer's estimated total construction costs is \$285,813.00. An Invoice for \$210,835 which is the City of Jenks portion of the construction costs has been prepared by ODOT.

Upon execution of the Agreement and payment of the invoice, an account will be established by the State of Oklahoma and authorization to proceed with letting and construction of this project will commence. It is expected that the project will be awarded for construction by ODOT in February 2020. Our portion of the construction costs must be deposited prior to the award.

Staff recommends City Council approval of the Project Agreement Churchill Park Trail Rehabilitation TAP-272E (282) IG, J/P 33039(04) with the Oklahoma Department of Transportation (ODOT), the supporting Resolution, authorization to pay the invoice for construction costs to ODOT, and authorize the Mayor to execute the document; funding in the amount of \$140,000 in the current FY 19/20 budget (Account No. 53-561-5392), and additional funding in the amount of \$70,835 is requested to be appropriated from the JPWA One-Cent Capital Fund fund balance to be budgeted to Account No. 53-561-5392 (Parks and Grounds – Capital Outlay).

Attachments:
ODOT Project Agreement
ODOT Invoice

RESOLUTION NUMBER 684

A RESOLUTION OF THE MAYOR AND CITY COUNCIL SUPPORTING EXECUTION OF A PROJECT AGREEMENT, WITH THE OKLAHOMA DEPARTMENT OF TRANSPORTATION FOR THE CHURCHILL PARK TRAIL REHABILITATION PROJECT.

BE IT RESOLVED, by the Mayor and City Council of the City of JENKS, Oklahoma:

THAT, WHEREAS it appearing reasonable and necessary for the CITY OF JENKS, COUNTY OF TULSA, OKLAHOMA to execute a Project Agreement with the Oklahoma Department of Transportation in connection with the construction of a public project known as TAP-272E (282) IG, J/P 33039(04) in conformance with the terms and tenor of 69 O.S. 2001, Sections 1205, 1206, 1401 and 1403.

NOW, THEREFORE, BE IT RESOLVED by the CITY OF JENKS, COUNTY OF TULSA, OKLAHOMA sitting in regular session that such Agreement be entered and that a copy of same be hereto attached and made a part hereof by reference, all as provided by law and that the Mayor is authorized and directed to execute the above described agreement on behalf of the City of JENKS, and duly signed by the Mayor on this 2nd day of December, 2019.

City of Jenks

By _____
Robert Lee, Mayor

ATTEST:

City Clerk

Approved as to Form on this __ day of _____, 2019.

City Attorney

**PROJECT AGREEMENT
BETWEEN
THE OKLAHOMA DEPARTMENT OF TRANSPORTATION
AND**

This Project Agreement (“Agreement”) is made by and between the Oklahoma Department of Transportation, hereinafter referred to as the “Department”, and the **City of Jenks**, hereinafter referred to as the “Sponsor,” which may be referred to collectively as the “Parties,” for the following intents and purposes and subject to the following terms and conditions, to wit:

Project Type	Div.	County	JP No	Project No.	Work Type	Description

W I T N E S S E T H

WHEREAS, the Department is charged under the laws of the State of Oklahoma with construction and maintenance of State Highways; and,

WHEREAS, the Department is, by terms of agreements with the Federal Highway Administration, responsible for the management and construction of certain federally funded projects within the corporate limits of cities within the State of Oklahoma; and,

WHEREAS, the Sponsor has been identified as the beneficiary and sub-recipient of such federally funded project; and,

WHEREAS, receipt of the benefits of this project will require that the Sponsor assume certain financial responsibilities; and,

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

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

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

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

NOW THEREFORE, subject to the limitations hereinbefore described, the Department and the Sponsor do agree as follows:

1. The Sponsor requested that certain street improvements be approved by the Oklahoma Transportation Commission, as were previously programmed by the Sponsor and described as follows:

Project Type	Div.	County	JP No	Project No.	Work Type	Description

2. The Sponsor shall prepare, or cause to be prepared, plans for construction of this federal-aid project and agrees that all construction shall be in conformance with the furnished plans, which are incorporated with and made part of this Agreement.
3. The Sponsor agrees that the furnished plans at the time of bidding, are at a minimum, in compliance with the current Oklahoma Department of Transportation Standard Specifications for Highway Construction.
4.
 - A. The Sponsor shall be responsible for furnishing all right-of-way for this federal-aid project in compliance with all applicable laws, federal regulations, and guidelines established by the USDOT's FHWA's Office of Real Estate Services, including 42 USC, Chapter 61 (The Uniform Act) and 49 CFR Part 24, (Uniform Relocation Assistance and Real Property Acquisition For Federal and Federally Assisted Programs), as well as applicable State Statutes, Oklahoma Administrative Codes, and Department Policy; free and clear of all obstructions and encroachments; and that the Sponsor shall, at its sole expense, maintain the project after construction.
 - B. The Sponsor shall keep all permanent right-of-way shown on said plans free from any encroachment and take timely action to effect the removal of any encroachments upon notification by the Department, including all necessary legal action when required.
 - C. The Sponsor shall acquire all right-of-way, if any, be responsible for the total costs for removing and relocating outdoor advertising signs and for the relocation assistance payments to persons displaced by reason of the acquisition of right-of-way and be responsible for the removal or relocation of all utility lines on public or private rights-of-way to accommodate the construction of this project, and comply with these additional requirements:
 1. Transmit copies of the instruments, including all deeds and easements, to the Department prior to the advertisement of bids for construction.
 2. Comply with the provisions of 42 U.S.C.A. § 4601-4655 and 23 U.S.C.A. § 323 (as amended) and, further comply with 49 C.F.R. Part 24 in the acquisition of all necessary right-of-way and relocation of all displacees.

3. Convey title to the State of Oklahoma on all tracts of land acquired in the name of the Sponsor if the project is located on the State Highway System.

D. If the acquisition of right-of-way for this project causes the displacement of any person, business or non-profit organization, the Sponsor will provide and be responsible for the Relocation Assistance Program and for all cost associated with the relocation assistance payments. The Department will supply a list of approved service providers qualified to administer the Relocation Assistance Program. The Sponsor agrees to employ a service provider from the approved list and comply with all applicable rules, regulations, statutes, policies and procedures of both the United States and the State of Oklahoma. Before any relocation assistance payments are made, (if applicable), all files with parcels requiring relocation shall be audited by the Department. The Department shall be notified in writing within seven (7) days of the date of the offer to the property owner on any parcel which will require relocation assistance. Written notifications of offers to acquire shall be addressed to Project Manager, Right-of-Way Division, Oklahoma Department of Transportation, 200 N. E. 21st Street, Oklahoma City, Oklahoma 73105.

5. The Sponsor agrees to the location of the subject project and agrees to adopt the final plans for said project as the official plans of the Sponsor for the streets, boulevards, arterial highways and/or other improvements contained therein; and further, the Sponsor affirmatively states that it has or shall fully and completely examine the plans and shall hereby warrant to the Department, the Sponsor's complete satisfaction with these plans and the fitness of the plans to construct aforesaid project.

6. A. The Sponsor certifies that the project design plans shall comply, and the project when completed will comply, with the requirements of the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. §§ 12101 – 12213), 49 CFR Parts 27, 37 and 38 and 28 CFR parts 35 and 36. The Sponsor shall be exclusively responsible for integrated ADA compliance planning for all Sponsor streets, sidewalks and other facilities provided for public administration, use and accommodation, which is required of recipients and sub-recipients by 49 CFR § 27.11. State highways continued through corporate limits of the Sponsor shall be included in the Sponsor's comprehensive compliance plans.

B. The SPONSOR agrees to comply with **The Americans with Disabilities Act Non-Discrimination Clause** which is incorporated into this agreement as the attached ADA Exhibit.

7. The Parties hereto agree to comply with all applicable laws and regulations meeting Environmental Protection Agency (EPA) requirements for pollution prevention, including discharges from storm water runoff on this project. The Department shall require the contractor who may be awarded the project to meet all Oklahoma Department of Environmental Quality (ODEQ) requirements for storm water runoff on this project. It is agreed that the project plans and specifications, required schedules for accomplishing the temporary and permanent erosion control work, the Storm Water Management Plan (SWMP) sheet and appropriate U.S. Geological Survey (USGS) topographic map contained in the plans constitute the SWMP for the project described previously in this document. Further, if required, the Department shall require the contractor to file a Notice of Intent (NOI) for storm water discharges associated with

construction activity under the Oklahoma Pollutant Discharges Elimination System (OPDES) General Permit with ODEQ, which authorizes the storm water discharges associated with construction activity from the construction site, and to develop, if required, a Storm Water Pollution Prevention Plan (SWPPP).

8. The Sponsor agrees that prior to the Department's advertising of the project for bids (as to that part of the project lying within the present corporate limits) it will:
 - (a) Grant to the Department and its contractors, the right-of-entry to all existing streets, alleys, and Sponsor owned property when required, and other rights-of-way shown on said plans.
 - (b) Remove at its own expense, or cause the removal of, all encroachments on existing streets as shown on said plans, including all signs, buildings, porches, awnings, porticos, fences, gasoline pumps and islands, and any other such private installations.
 - (c) To prohibit parking on that portion of the project within the corporate limits of the Sponsor, except as may be indicated in the plans or hereafter approved by agreement with the Department. The Sponsor further agrees not to install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the Federal Highway Administration and Manual on Uniform Traffic Control Devices (MUTCD).
 - (d) Comply with the Department's standards for construction of driveway entrances from private property to the highway, in accordance with the Department's manual entitled "Policy on Driveway Regulation for Oklahoma Highways", Rev. 5/96, 69 O.S. (2001) § 1210.
 - (e) Maintain all right of way acquired for the construction of this project, as shown on said plans, in a manner consistent with applicable statutes, codes, ordinances and regulations of the Department and the State of Oklahoma.
 - (f) The Sponsor shall have the authority pursuant to 69 O.S. 2001 § 1001 and 69 O.S. 2001 § 1004 to sell any lands, or interest therein, which were acquired for highway purposes as long as such sale is conducted in accordance with the above cited statutes. Prior written approval by the Chief, Right-of-Way Division for the Department shall be required before any sale is made.
9. The Sponsor further agrees and warrants to the Department that, subsequent to the construction of said project, the Sponsor will:
 - a. Erect, maintain and operate traffic control devices, including signals, signs and pavement markings only in accordance with 47 O.S. 2011 §§ 15-104- 15-106, and subject to agreement of the Department:
 - 1) In the event that any traffic signal installed hereunder is no longer needed for the purposes designated herein, then the traffic signal installed hereunder shall not be removed by the Sponsor to any other point other than that which is approved by the Department prior to such removal.

- 2) In the event there is no mutually agreed location for the reinstallation, the Sponsor will assume complete ownership of the equipment following removal if the installation is ten (10) years old or older. If the installation is less than ten (10) years old and:
 - a) In the event the Sponsor desires total ownership of the equipment, the Sponsor shall reimburse the Department the original federal funding percentage share for the original equipment cost only, amortized for a ten (10) year service life, interest ignored, and assuming straight line depreciation.
 - b) In the event the Sponsor does not desire total ownership of the equipment, the Sponsor shall sell the equipment at public auction to the highest bidder. The Sponsor shall reimburse the Department the original federal funding percentage share of the proceeds of such sale.
- b. Subject to agreement with the Department, regulate and control traffic on said project, including but not limited to, the speed of vehicles, parking, stopping and turns only in accordance with 47 O.S. 2011 §§ 15-104- 15-106, and to make no changes in the provisions thereof without the approval of the Department. It shall be the responsibility of the Sponsor to notify the Department of any changes necessary to ensure safety to the traveling public.
- c. Maintain all drainage systems and facilities constructed, installed, modified or repaired in conjunction with this project or as may be otherwise necessary to ensure proper drainage for road surfaces constructed under the terms of this Agreement.
- d. Maintain all curbs and driveways abutting road surfaces constructed under the terms of this Agreement and all sidewalks adjacent thereto.
- e. Maintain all right-of-way areas adjacent to road surfaces, including erosion control and period mowing of vegetation, in a manner consistent with applicable codes, ordinances and regulations.
- f. Make ample provision annually for proper maintenance of items heretofore delineated as the responsibility of the Sponsor, including the provision of competent personnel and adequate equipment, and specifically, to provide all required special maintenance of the project during the critical period immediately following constructions.
- g. Keep all permanent right-of-way shown on said plans free from any encroachment and take immediate action to effect the removal of any encroachments upon notification by the Department.
- h. For any portion of the project encompassed under this agreement that is part of the State Highway System, the Sponsor shall maintain all that part of said project within the corporate limits of the Sponsor between the gutter lines and the right-of-way lines, and if no gutter exists, between the shoulder lines and the right-of-way lines, including

storm sewers, all underground facilities, curbs and mowing, all in accordance with 69 O.S. Supp. 1994 §901 and all other applicable law.

- i. On limited access highways where county roads or city streets extend over or under the highway or public roads are constructed on state rights-of-way but there is no immediate ingress and egress from the highway, responsibility shall be as follows:

- (1) The public roads as defined in OAC 730:35-1-2 shall be maintained by the city or county and shall be included in their roadway mileage inventory.

- (2) Where county roads or city streets extend over the highway, the roadway, approaches and bridge surfaces, including the deck, shall be maintained by the city or county. The approach guardrail, bridge structure, and highest clearance posting on the structure shall be maintained by the Department.

- (3) Where county roads or city streets extend under the highway, the roadway approaches and advance signing shall be maintained by the city or county. The Department shall maintain the approach guardrail, bridge structure and surface, and the height clearance posting on the structure.

- 10. The Sponsor further agrees and warrants to the Department concerning any sign and highway facility lighting included as part of this project:

- a. The Sponsor will, upon notice from the Department Engineer, provide at its own expense all required electrical energy necessary for all preliminary and operational tests of the highway lighting facilities.
- b. Upon completion of the construction of said project, the Sponsor will be responsible for the maintenance and cost of operation of these highway lighting facilities, including all appurtenances thereto and including the sign lighting facilities.
- c. It is specifically understood and agreed that the highway lighting and sign lighting facilities specified hereunder shall be continuously operated during the hours of darkness, between sunset and sunrise, and shall not be altered, removed or be allowed to cease operation without the mutual written consent of the Department and the Sponsor.
- d. The Sponsor agrees to provide, on a periodic schedule, an inspection, cleaning and re-lamping maintenance program to assure the maximum efficiency of the highway lighting facilities.
- e. In the event that the highway lighting facilities installed hereunder are no longer needed for the purposes designated herein, then the highway lighting facilities installed hereunder shall not be removed by the Sponsor to any point other than which is approved by the Department prior to such removal.

- f. In the event there is no mutually agreed location for reinstallation, the Sponsor will assume complete ownership of the equipment following removal if the installation is twenty (20) years old or older. If the installation is less than twenty years old and:
- 1) In the event the Sponsor desires total ownership of the equipment, the Sponsor shall reimburse the Department the original federal funding percentage share of the original equipment costs only, amortized for a twenty (20) year service life, interest ignored, and assuming straight line depreciation.
 - 2) In the event the Sponsor does not desire total ownership of the equipment, the Sponsor shall sell the equipment at public auction to the highest bidder. The Sponsor shall reimburse the Department the original federal funding percentage share of the proceeds of such sale.
11. The Sponsor agrees, affirms and warrants to the Department that the Sponsor will be responsible, during the period of construction, for any repairs or maintenance to the approved detour route or any other street which may be required as a result of additional traffic.
12. The Sponsor agrees to comply with Title VI of the Civil Rights Act of 1964, 78 O.S. § 252.42, 42 U.S.C. §§ 200d et seq., and all requirements imposed by or pursuant to 49 CFR, Part 21, “Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964.”
13. To the extent permitted by the ***Oklahoma Governmental Tort Claims Act***, Title 51 Oklahoma Statutes, Sections 151 *et seq.* and by Oklahoma Constitution Article 10, section 26 and as otherwise permitted by law, the Sponsor shall indemnify and save harmless the Department, its officers and employees, and shall process and defend at its own expense all claims, demands, or suits whether in law or equity brought against the Sponsor or the Department arising from the Sponsor's execution, performance, or failure to perform, and provisions of this agreement or alleged negligence in the location, design, construction, operation, or maintenance of a portion of the Sponsor Street System within the corporate limits of the Sponsor. Provided, nothing herein shall require the Sponsor to reimburse the Department for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Department. When any alleged act, omission, negligence, or misconduct may be subject to the limitations, exemptions, or defenses which may be raised under the ***Oklahoma Governmental Tort Claims Act***, 51 O.S. § 151 et seq., all such limitations, exemptions, and defenses shall be available to and may be asserted by Sponsor. No liability shall attach to the Department except as expressly provided herein.

14. Based on an estimated total construction cost plus construction inspection cost of Two-Hundred-Eighty-Five-Thousand-Eight-Hundred-Thirteen Dollars (\$285,813), it is agreed the project referenced above will be financed as follows:
- Federal INCOG TAP Program funds shall be used to finance the federally participating construction costs of Seventy-Four-Thousand-Nine-Hundred-Seventy-Eight Dollars (\$74,978). Federal participation is CAPPED at Seventy-Four-Thousand-Nine-Hundred-Seventy-Eight Dollars (**\$74,978**).
 - Sponsor funds provided by the Sponsor shall be provided to finance the balance of the eligible participating project construction costs, estimated at Two-Hundred-Ten-Thousand-Eight-Hundred-Thirty-Five Dollars (\$210,835). The SPONSOR shall also provide 100% of any federally non-participating costs, estimated at Zero-Dollars (\$0.00). Total Sponsor funds are currently estimated at **Two-Hundred-Ten-Thousand-Eight-Hundred-Thirty-Five Dollars (\$210,835)**. The estimated Sponsor funds shall be placed on deposit with the DEPARTMENT upon execution of this agreement and receipt of the Department's invoice, prior to advertising the project for bid.
15. a) It is understood by the Sponsor and the Department that the funding participation stipulated herein may be altered due to bid prices, number of phases selected, construction supervision costs and federally non-participating costs incurred during construction.
- b) The DEPARTMENT, using its own forces or the services of others, will supervise and inspect all work performed by the construction contractor and will provide such engineering, inspection and testing services as may be required to ensure that the construction of the project is accomplished in accordance with the approved Plans, Specifications and Estimate. Actual supervision and inspection costs shall be charged to the project and financed as described in PARAGRAPH 14 of this agreement.
- c) The Sponsor will be responsible for payment of estimated local funding prior to advertising the project for bid. Upon final acceptance of this project, the amount of federal funds and the amount previously deposited by the Sponsor will be deducted from the total cost and a refund will be made by the Department to the Sponsor or additional funding will be requested from the Sponsor. The Sponsor agrees to make arrangements for payment of any Department invoice within 45 days of receipt.
16. It is understood by the Sponsor that only those DEPARTMENT administered funding sources specified in Paragraph 14 of this agreement shall be made available for the financing of this project. All other costs are the responsibility of the SPONSOR. No STATE funds are allocated to this project.
17. Upon approval of this Agreement and the plans, specifications and estimates by the Sponsor, Department and the Federal Highway Administration, if applicable, the Department shall agree to advertise and let the contract for this project in the usual and customary legal manner. It is agreed that the project herein described is proposed to be financed as previously set forth, and that this Agreement, all plans, specifications, estimates of costs, acceptance of work, payments and procedures in general hereunder are subject in all things at all times to all federal laws,

regulations, orders and approvals as may be applicable hereto.

18. The Department agrees to construct said project in strict accordance with the plans furnished and approved by the Sponsor, provided that upon consultation with and agreement by the Sponsor, the Department shall have the right to make such changes in the plans and specifications as are necessary for the proper construction of the project. The Department shall provide competent supervision at all times that the work is in progress. The Sponsor shall have inspectors on the project site as the Sponsor determines necessary to ensure construction of the project to the satisfaction of the Sponsor and shall have representatives available for consultation with the Department representatives to cooperate fully to the end of obtaining work strictly in accordance with the Sponsor's approved plans and specifications.
19. The Sponsor agrees that it will intervene as a party defendant in all actions where a contractor may allege delay due to failure of the Sponsor to accomplish timely utility relocations, site conditions which are not represented on the plans or plan errors which impact on project constructibility, whether in the District Court or in an alternative dispute resolution forum, will defend all such actions and will pay all damages relating to delay as may be assessed by such court or alternative dispute resolution forum against the Sponsor for its adjudged failure.
20. Failure by the Sponsor to fulfill its responsibilities under this Agreement will disqualify the Sponsor from future participation in any Federal-aid project. Federal funds are to be withheld until such time as the deficiencies in regulations have been corrected or the improvements to be constructed under this Agreement are brought to a satisfactory condition of maintenance.
21. It is further specifically agreed between the Sponsor and the Department that the project will be built in accordance with the plans and specifications, and upon final acceptance by the Sponsor and the Department of this project, the Sponsor does hereby accept full, complete and total responsibility for maintenance of this project as provided in this Agreement. The Sponsor does not waive any rights against any contractor(s) with respects to defects, hidden or otherwise, in materials or workmanship. The Sponsor does not, pursuant to this provision or any other provision in this Agreement, waive its sovereign immunity or any exemption from, exception to or limitation of liability as provided in the Governmental Tort Claims Act.
22. The Secretary of the Department may terminate this Agreement in whole or, from time to time, in part whenever:
 - a. The requisite federal funding becomes unavailable through failure of appropriation or otherwise.
 - b. The contractor is prevented from proceeding with the work as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources.
 - c. The contractor is prevented from proceeding with the work by reason of a preliminary, special or permanent restraining order of a court of competent jurisdiction where the issuance of such order is primarily caused by the acts or omissions of persons or

agencies other than the contractor.

- d. The Secretary determines that such termination is in the best interest of the State.

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IN WITNESS WHEREOF, the Deputy Director of the Department of Transportation, pursuant to authority vested in him by the State Transportation Commission, has hereunto subscribed his name as Deputy Director of the Department of Transportation and the Sponsor has executed same pursuant to authority prescribed by law for the Sponsor.

The Sponsor, _____ on this ____ of _____, 2019, and the Department on the ____ day of _____, 2019.

APPROVED AS TO FORM AND
LEGALITY

By _____

By _____

By _____

ATTEST:

(SEAL): Approved -

STATE OF OKLAHOMA
DEPARTMENT OF TRANSPORTATION

Recommended for Approval

Local Government Division DATE
Manager

Director of Capital Programs DATE

APPROVED AS TO FORM
AND LEGALITY

APPROVED

General Counsel DATE

Deputy Director DATE

ADA Attachment

The Americans with Disabilities Act Non-Discrimination Clause

The Contractor assures that no qualified person with a disability shall, solely by reasons of their disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity administered by the Contractor.

Specifically, the following discriminatory actions are prohibited:

- 1) In providing any aid, benefit, or service, the Contractor will not directly or through contractual, licensing, or other arrangements, on the basis of disability:
 - a. Deny a qualified person with a disability the opportunity to participate in or benefit from the aid, benefit or service.
 - b. Afford a qualified person with a disability an opportunity to participate in or benefit from the aid, benefit, or service that is not substantially equal to that afforded persons who do not have a disability.
 - c. Provide a qualified person with a disability an aid, benefit or service that is not as effective in affording equal opportunity to obtain the same result, to gain the same benefit, or to reach the same level of achievement as persons without disabilities.
 - d. Provide different or separate aid, benefits, or services to persons with disabilities or to any class of persons with disabilities unless such action is necessary to provide the aids, benefits or services that are as effective as those provided to persons without disabilities.
 - e. Aid or perpetuate discrimination against a qualified person with a disability by providing financial or other assistance to an agency, organization, or person that discriminates on the basis of disability.
 - f. Deny a qualified person with a disability the opportunity to participate in conferences, planning or advising opportunities.
 - g. Otherwise limit a qualified person with a disability in the enjoyment of any right, privilege, advantage or opportunity enjoyed by others receiving an aid, benefit, or service.
- 2) For purposes of these assurances, aids, benefits, and services, to be equally effective, are not required to produce the identical result or level of achievement for disabled and nondisabled persons, but must afford persons with disabilities equal opportunity to obtain the same result, to gain the same benefit, or to reach the same level of achievement, in the most integrated setting that is reasonably achievable.
- 3) Even if separate or different aids, benefits or services are available to persons with a disability, the Contractor will not deny a qualified person with a disability the opportunity to participate in the programs or activities that are not separate or different.

- 4) The Contractor will not, directly or through contractual or other arrangements, utilize criteria or methods of administration:
 - a. That have the effect of subjecting qualified persons with a disability to discrimination on the basis of disability,
 - b. That have the purpose or effect of defeating or substantially reducing the likelihood that persons with disabilities can benefit from the objectives of the program or activity, or
 - c. That yield or perpetuate discrimination against another recipient of federal funds if both recipients are subject to common administrative control or are agencies of the same State.
- 5) In determining the site or location of a facility, the Contractor will not make selections:
 - a. That have the effect of excluding persons with disabilities from, denying them the benefits of, or otherwise subjecting them to discrimination under any program or activity, or
 - b. That has the purpose or effect of defeating or substantially impairing the accomplishment of the objectives of the program or activity with respect to persons with disabilities.
- 6) As used in these assurances, the aid, benefit or service provided under a program or activity includes any aid, benefit or service provided in or through a facility that has been constructed, expanded, altered, leased or rented, or otherwise acquired, in whole or in part, with Federal financial assistance.

Future Effect of Assurances

Recipients of Federal financial assistance, and transferees of property obtained by a recipient with the participation of Federal financial assistance, are bound by the above assurances under the following circumstances:

- 1) When Federal financial assistance is provided in the form of a conveyance of real property or an interest in real property from the U.S. Department of Transportation, the instrument of conveyance shall include a covenant running with the land binding the recipient and subsequent transferees to comply with the requirements for so long as the property is used for the purpose of which the Federal financial assistance was provided or for a similar purpose.
- 2) When Federal financial assistance is used to purchase or improve real property, these assurances shall obligate the recipient to comply with the requirements and require any subsequent transferee of the property, who is using the property for the purpose for which Federal financial assistance was provided, to agree in writing to comply with the requirements. The obligations of the recipient and transferees shall continue in effect for as long as the property is used for the purpose for which Federal financial assistance was provided or for a similar purpose.
- 3) When Federal financial assistance is provided in the form of, or is used to obtain, personal property, these assurances shall obligate the recipient to comply with the requirements for the period it retains ownership or possession of the property or the property is used by a transferee for purposes directly related to the operations of the recipient.
- 4) When Federal financial assistance is used for purposes other than to obtain property, these assurances shall obligate the recipient to comply with the requirements for the period during which the Federal financial assistance is extended to the program or activity.

Notice

The Contractor will take appropriate initial and continuing steps to notify participants, beneficiaries, applicants and employees, including those with impaired vision or hearing, and unions or professional organizations holding collective bargaining or professional agreements with the Contractor that it does not discriminate on the basis of disability.

Methods of initial and continuing notification may include the posting of notices, publication in newspapers and magazines, placement of notices in agency publications and distribution of memoranda or other written communications.

Effect of State or local law

The obligation to comply with Section 504 of the Rehabilitation Act of 1973 is not obviated or affected by any State or local law.



Memorandum

To: Mayor Lee and Members of City Council
From: Jim Beach, City Planner
Hearing Date: December 2, 2019
Subject: **Yorktown Blocks 50-52 Conditional Final Plat**
Location: NE/c East 131st Street and South Elm Street (Ward 3)

Exhibits:

1. Subdivision Plat
2. Deed of Dedication and Restrictive Covenants
3. PUD Approval Minutes
4. Documentation of Property Access Charges

Applicant: Ryan McCarty, Select Design, for Steve Murphy, developer
Action Requested: Approval of Conditional Final Plat for “Yorktown Blocks 50-52”
Current Zoning: AG – Agriculture; RS-2/PUD 117
Tract Size: Approximately 9.14 acres
Surrounding Zoning and Land Uses: Developed portions of Yorktown are to the north and east; a vacant ten-acre parcel zoned CS is immediately south across 131st; the adjacent parcel to the west is currently zoned AG and is expected to become a commercial development; the remainder of surrounding land is zoned AG with larger vacant tracts and rural single-family properties
Applicable Regulations: **Jenks Zoning Code**, Section 260 - Platting Requirement. *For the purposes of providing a proper arrangement of streets and assuring the adequacy of open spaces for traffic, utilities, and access of emergency vehicles, commensurate with the intensification of land use customarily incident to a change of zoning, a platting requirement is established...*
Jenks Subdivision Regulations, Chapter 3 - Planning and Design Requirements describes the requirements for Blocks, Lots, Streets, Alleys, Sidewalks, Easements, and other considerations for the layout of subdivisions.

CRITERIA and CONSIDERATIONS FOR ACTION

The lots, blocks, streets, reserves, and easements created by this subdivision plat must meet the technical requirements of the Jenks Subdivision Regulations and be in accordance with the approved PUD. The PUD development standards must be included in the Deed of Dedication and Restrictive Covenants which are part of the plat.

BACKGROUND

The project will be a single-family residential subdivision known as *Remington at Yorktown*. It proposes 35 lots that are a minimum 60 feet wide. The streets are public and there are two reserves. The primary entrance to the subdivision will be from 131st Street. A secondary emergency access to South Elm is in the northwest corner of

the property and placed in Reserve A. Reserve B, is for a traffic control island in the primary entrance at 131st Street. Drainage will be to the northwest and collected in an off-site regional detention pond abutting the north side of the subdivision.

STAFF EVALUATION

This conditional final plat is consistent with the approved preliminary plat and meets all the approval conditions listed below. The PUD development standards are properly recited. Minutes of PUD approval hearing are attached. Preliminary Plat conditions of approval:

1. Show width of internal street right-of-way
2. Dedicate all off-site easements labeled "by separate instrument" prior to recording final plat
3. Add 3' fence easement along entire 131st Street frontage
4. Work with planning staff to assign street names
5. Access charges must be paid before final plat will be released for recording. Developer will be advised at that time of the amount owed

The Property Access Charge Assessment in the amount of \$46,609.06 must be paid before the plat will be released for recording.

If the conditional final plat is approved, the applicant will finalize the documents and deliver to staff for the Mayor and City Manager signatures. They will be returned to be recorded with the Tulsa County Clerk.

PLANNING COMMISSION

The Planning Commission, in its meeting of November 21, 2019, voted 4-3-0 to recommend approval of the conditional final plat with a *suggestion* that the developer consider adding the following private restrictions to Section III:

- Roof flashing, vent pipes, chimney covers, etc. be painted same color as roof
- No RV's, boats, trailers, etc. may be used as a permanent residence
- Landscape irrigation systems must be installed
- No detached garages
- No above ground pools
- No clothes lines or other outdoor clothes drying

There were additional items on a list provided to Commissioners by a citizen. There was considerable discussion about regulation of private restrictions. A motion was made to recommend approval with a condition to add a list of restrictions to Section III of the Deed of Dedication and Restrictive Covenants. Motion failed 3-4.

Staff advised that the PUD is the public process where conditions and standards are placed on development and that private restrictions are at the developer's discretion to create the project he wants to bring to the market. There was more discussion about these conditions and the role of the City in regulating private restrictions and covenants.

A motion was made to recommend approval with the *suggestion* as stated above. Motion approved 4-3. The suggestion has been forwarded to the developer for consideration.

RECOMMENDATION

Staff recommends approval of the conditional final plat subject to payment of the Property Access Charge Assessment in the amount of \$46,609.06 must be paid before plat will be released for recording.

Cory Box	Yes
Donna Ogez	Yes
Kaye Lynn	Yes
Craig Murray	Yes
Gary Isbell	Yes
Mayor Robert Lee	Yes

Motion carried

8. Request to approve JZ 19-642 PUD 117 from Ryan McCarty of Select Design for approval of rezoning from AG to RS-2 and Planned Unit Development General Location: NE Corner of 131st & Elm St Jim Beach presented his staff report and recommended approval with the Planning Commission conditions: **1)** All residents shall have access to all Yorktown trails, play fields, pools, or other amenities intended for all Yorktown residents; **2)** First story exterior walls of houses shall be 100% brick, stone, or stucco, except the area of windows, doors, areas adjacent to patios and under porches, and gable ends above the ceiling line of the first floor shall be excluded from the wall area determination; second story exterior wall design and materials shall be consistent with standards of other Yorktown developments; **3)** Concrete curbing along the entire length of the subdivision perimeter fencing; **4)** Perimeter fencing along 131st Street shall be completed prior to release of any occupancy permits; **5)** A subdivision plat memorializing the requirements of this PUD shall be recorded prior to release of any building permits; and **6)** Sidewalks shall be constructed in accordance with Section 3.6 of the Jenks Subdivision Regulations. Robert Bell [1011 W G St] addressed the council about the application and answered questions. Charlotte Montgomery [10612 S Fir Ave] recommended to stop using RS-2 zoning, or any other zoning, if also using a PUD for future cases. Cory Box made a motion to approve Item 8 with the previously listed conditions. Kaye Lynn seconded the motion. A roll call vote of members was taken as follows:

Cory Box	Yes
Donna Ogez	Yes
Kaye Lynn	Yes
Craig Murray	Yes
Gary Isbell	Yes
Mayor Robert Lee	Yes

Motion carried

9. Request to approve Ordinance No. 1488 relating to JZ 19-642 PUD 117 amending Ordinance Number 1287; Amending the Zoning Map of the City of Jenks, Oklahoma and Rezoning a Tract of Land From AG (Agriculture) District To RS-2 (Residential Single-Family Medium Density) District and PUD-117 (Planned Unit Development Number 117); Repealing all Ordinances or parts thereof in conflict herewith; Providing for severability; and declaring an emergency. Cory Box made a motion to approve Item 9. Donna Ogez seconded the motion. A roll call vote of members was taken as follows:

Owner / Developer

YORKTOWN HOLDING, LLC
5711 EAST 71ST STREET, SUITE 120
TULSA, OKLAHOMA 74136
PHONE: (918) 494-4004
MR. JOHN WOOLMAN

Engineer

ENGINEERED BY DESIGN, PLLC
P.O. BOX 15567
DEL CITY, OKLAHOMA 73155
PHONE: (405) 234-0980
ahale@engineeredbydesign.pro
C.A. # 7655 EXPIRES 6-30-2020

Surveyor

FRITZ LAND SURVEYING, LLC
2017 WEST 91ST STREET
TULSA, OKLAHOMA 74132
PHONE: (918) 231-0575
EMAIL: fritzlandsurveying@gmail.com
C.A. # 5848 EXPIRES: 6-30-2020

Yorktown

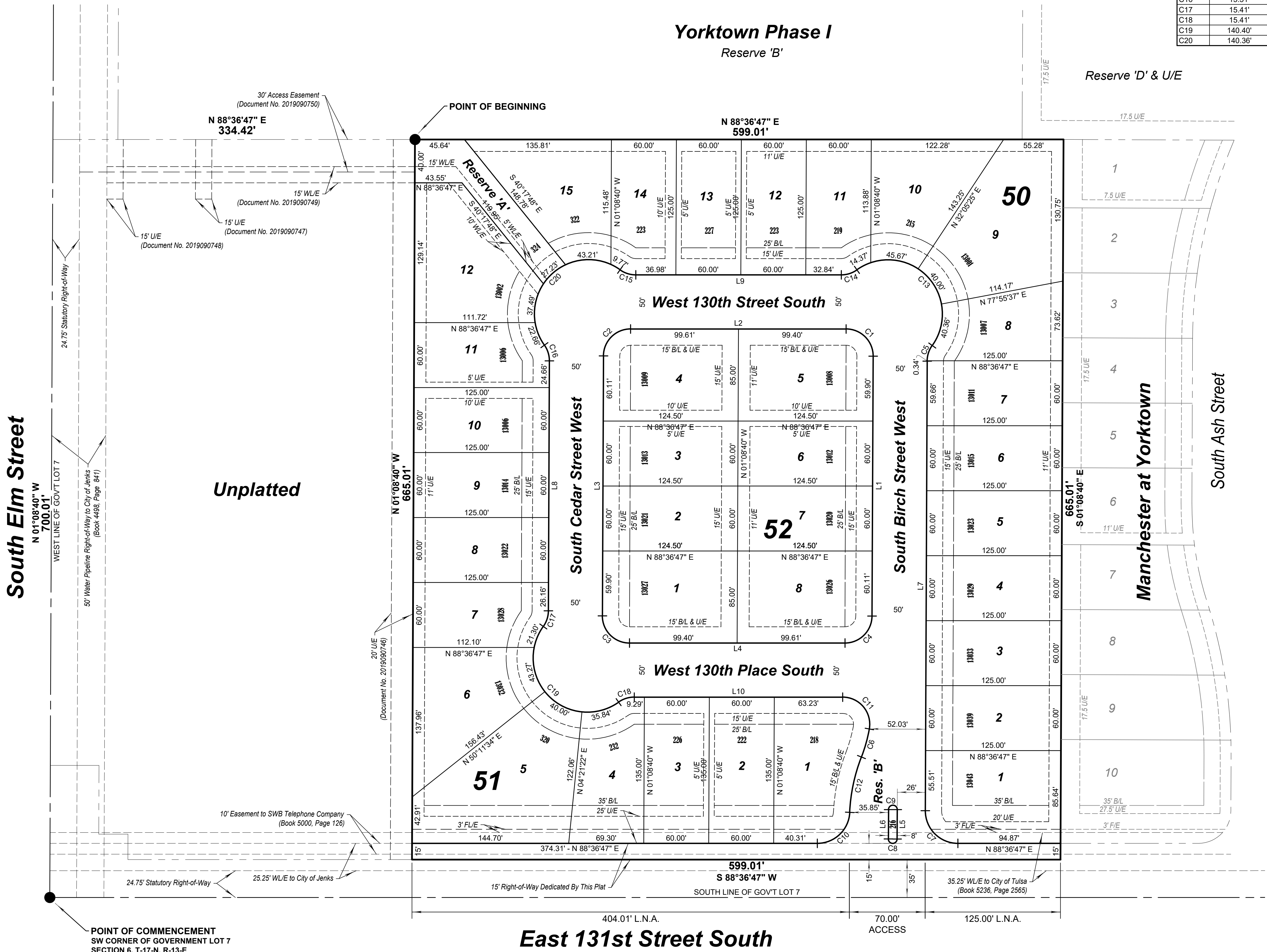
Blocks 50-52

Planned Unit Development (PUD 117)

A SUBDIVISION IN THE CITY OF JENKS, TULSA COUNTY, OKLAHOMA BEING A PART OF THE SOUTHWEST QUARTER (SW/4) OF SECTION SIX (6), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN BASE AND MERIDIAN.

Yorktown Phase I

Reserve 'B'



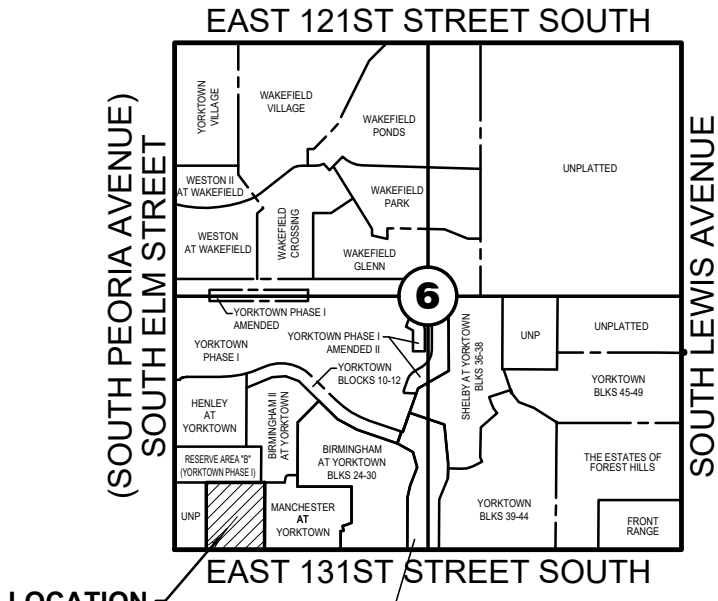
Line Table

LINE	BEARING	DISTANCE
L1	N 01°08'40\"	240.01'
L2	S 88°36'47\"	199.00'
L3	S 01°08'40\"	240.01'
L4	N 88°36'47\"	199.00'
L5	N 01°08'40\"	27.15'
L6	S 01°08'40\"	27.15'
L7	S 01°08'40\"	415.17'
L8	N 01°08'40\"	230.82'
L9	N 88°36'47\"	189.82'
L10	S 88°36'47\"	192.52'

Curve Table

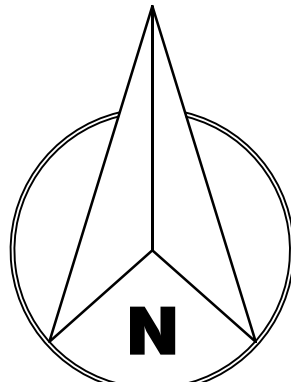
CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	39.38'	25.00'	90°14'33.00\"	N 46°15'56\" W	35.43'
C2	39.16'	25.00'	89°45'27.00\"	S 43°44'04\" W	35.28'
C3	39.38'	25.00'	90°14'33.00\"	S 46°15'56\" E	35.43'
C4	39.16'	25.00'	89°45'27.00\"	N 43°44'04\" E	35.28'
C5	15.41'	25.00'	35°19'29.47\"	S 16°31'05\" W	15.17'
C6	26.96'	25.00'	11°11'33.79\"	N 14°17'55\" E	26.92'
C7	47.25'	30.00'	90°14'33.00\"	S 46°15'56\" E	42.52'
C8	12.57'	4.00'	180°00'02.44\"	N 88°51'21\" E	8.00'
C9	12.57'	4.00'	180°00'00.00\"	S 88°51'20\" W	8.00'
C10	45.70'	30.00'	87°17'09.02\"	N 44°58'12\" E	41.41'
C11	43.67'	25.00'	100°05'21.30\"	N 41°20'32\" W	38.33'
C12	52.50'	162.00'	18°34'04.11\"	S 10°36'40\" W	52.27'
C13	140.40'	50.00'	160°53'31.93\"	N 46°15'56\" W	98.61'
C14	15.41'	25.00'	35°19'29.47\"	N 70°57'02\" E	15.17'
C15	15.41'	25.00'	35°32'30.30\"	S 73°36'58\" E	15.26'
C16	15.41'	25.00'	35°32'30.30\"	N 18°54'55\" W	15.26'
C17	15.41'	25.00'	35°19'29.47\"	N 16°31'05\" E	15.17'
C18	15.41'	25.00'	35°19'29.47\"	S 70°57'02\" W	15.17'
C19	140.40'	50.00'	160°53'31.93\"	S 46°15'56\" E	98.61'
C20	140.36'	50.00'	160°50'27.59\"	S 43°44'03\" W	98.61'

R 13 E

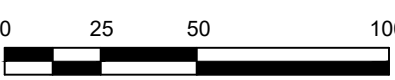


Location Map

SCALE: 1\"=2000'



Scale: 1\"= 50'



Subdivision Statistics

SUBDIVISION CONTAINS THIRTY-FIVE (35) LOTS IN THREE (3) BLOCKS AND TWO (2) RESERVE AREAS:

BLOCK 50 15 LOTS
BLOCK 51 12 LOTS
BLOCK 52 8 LOTS

GROSS SUBDIVISION AREA:

398,340.99 SF / 9.14 ACRES

Basis of Bearings

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

Monumentation

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

Benchmark

5/8\" REBAR - 1 1/2\" ALUMINUM CAP-FLUSH-STAMPED \"356\", SET SE OF THE INTERSECTION OF W. 121ST ST. S. & S. ELM STREET. ELEV = 722.62' (NAVD 1988) N=365965.22 / E=2567293.76

Legend

B/L -- BUILDING SETBACK LINE
L.N.A. -- LIMITS OF NO ACCESS
U/E -- UTILITY EASEMENT
15850 -- STREET ADDRESS

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 _____, 2019
MICHAEL WILLIS, TULSA COUNTY CLERK

DEPUTY

COUNTY TREASURER STAMP

Deed of Dedication

YORKTOWN BLOCKS 50-52

PUD 117

KNOW ALL MEN BY THESE PRESENTS:

YORKTOWN HOLDING, L.L.C., AN OKLAHOMA LIMITED LIABILITY COMPANY, HEREINAFTER REFERRED TO AS THE OWNER, IS THE OWNER OF THE FOLLOWING DESCRIBED LAND IN THE CITY OF JENKS, TULSA COUNTY, STATE OF OKLAHOMA, TO-WIT;

A TRACT OF LAND BEING A PART OF GOVERNMENT LOT SEVEN (7) IN SECTION SIX (6), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN BASE AND MERIDIAN, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF, TULSA COUNTY, STATE OF OKLAHOMA, SAID TRACT OF LAND BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID GOVERNMENT LOT 7; THENCE NORTH 01°08'40" WEST ALONG THE WESTERLY LINE OF SAID GOVERNMENT LOT 7 FOR 700.01 FEET; THENCE NORTH 88°36'47" EAST AND PARALLEL WITH THE SOUTHERLY LINE OF SAID GOVERNMENT LOT 7 FOR 334.42 FEET TO THE POINT OF BEGINNING OF SAID TRACT OF LAND; THENCE CONTINUING NORTH 88°36'47" EAST AND PARALLEL WITH THE SOUTHERLY LINE OF SAID GOVERNMENT LOT 7 FOR 599.01 FEET; THENCE SOUTH 01°08'40" EAST AND PARALLEL WITH SAID WESTERLY LINE FOR 665.01 FEET TO A POINT 35.00 FEET NORTH OF SAID SOUTHERLY LINE; THENCE SOUTH 88°36'47" WEST AND PARALLEL WITH SAID SOUTHERLY LINE FOR 599.01 FEET; THENCE NORTH 01°08'40" WEST AND PARALLEL WITH SAID WESTERLY LINE FOR 665.01 FEET TO THE POINT OF BEGINNING OF SAID TRACT OF LAND.

SAID DESCRIBED TRACT CONTAINS 398,340.99 SQUARE FEET OR 9.14 ACRES, MORE OR LESS.

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 STREETS, IN CONFORMITY WITH THE ACCOMPANYING PLAT, AND HAS DESIGNATED THE SUBDIVISION AS "YORKTOWN BLOCKS 50-52", A SUBDIVISION IN THE CITY OF JENKS, TULSA COUNTY, OKLAHOMA.

SECTION I. STREETS, EASEMENTS AND UTILITIES

A. PUBLIC STREETS AND GENERAL UTILITY EASEMENTS

THE OWNER/DEVELOPER DOES HEREBY DEDICATE TO THE PUBLIC THE STREET RIGHTS-OF-WAY AS DEPICTED ON THE ACCOMPANYING PLAT. ADDITIONALLY, THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC THE 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

1. OVERHEAD POLES MAY BE LOCATED ALONG THE SOUTH PERIMETER (ALONG EAST 131ST EAST AVENUE) 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.

2. 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.

3. 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.

4. 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 THE UNDERGROUND ELECTRIC 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.

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

1. 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.

2. 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.

3. 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.

4. 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 YORKTOWN BLOCKS 50-52, 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

1. 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.

2. 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.

3. 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. RESERVE AREAS "A" & U/E

RESERVE AREA "A" & U/E IS HEREBY DEDICATED FOR THE PURPOSE OF ESTABLISHING AND MAINTAINING EMERGENCY ACCESS, UTILITY EASEMENT, OPEN SPACE, RECREATION, LANDSCAPING, PAVING AND GATES, AND IS RESERVED FOR SUBSEQUENT CONVEYANCE TO THE YORKTOWN MASTER HOMEOWNERS ASSOCIATION, FOR THEIR USE AND MAINTENANCE, TO BE COMPRISED OF THE OWNERS OF ALL RESIDENTIAL LOTS WITHIN THE YORKTOWN DEVELOPMENT COMMUNITY AS SET FORTH WITHIN SECTION IV HEREOF.

H. RESERVE AREA "B" & U/E

RESERVE AREA "B" IS HEREBY DEDICATED FOR THE PURPOSE OF ESTABLISHING AND MAINTAINING LANDSCAPING, UTILITY EASEMENT AND OPEN SPACE AND IS RESERVED FOR SUBSEQUENT CONVEYANCE TO THE YORKTOWN MASTER HOMEOWNERS ASSOCIATION, FOR THEIR USE AND MAINTENANCE, TO BE COMPRISED OF THE OWNERS OF ALL RESIDENTIAL LOTS WITHIN THE YORKTOWN DEVELOPMENT COMMUNITY AS SET FORTH WITHIN SECTION IV HEREOF.

I. 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, "YORKTOWN BLOCKS 50-52" WAS SUBMITTED AS PART OF A PLANNED UNIT DEVELOPMENT (DESIGNATED AS PUD 117), AS PROVIDED WITHIN SECTIONS 900 THROUGH 950 OF THE CITY OF JENKS ZONING CODE, AS THE SAME EXISTED ON JUNE 3, 2019, (HEREINAFTER THE "JENKS ZONING CODE"), AND

WHEREAS PUD 117 WAS AFFIRMATIVELY RECOMMENDED BY THE JENKS PLANNING COMMISSION AND APPROVED BY THE JENKS CITY COUNCIL, 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, OKLAHOMA, SUFFICIENT TO ASSURE THE IMPLEMENTATION AND CONTINUED COMPLIANCE WITH THE APPROVED PLANNED UNIT DEVELOPMENT AND AMENDMENTS THERETO, AND

WHEREAS, THE OWNERS ESTABLISHED RESTRICTIONS FOR THE PURPOSE OF PROVIDING FOR AN ORDERLY DEVELOPMENT AND TO INSURE ADEQUATE RESTRICTIONS FOR THE MUTUAL BENEFIT OF THE OWNER, ITS SUCCESSORS AND ASSIGNS, AND THE CITY OF JENKS, OKLAHOMA, AND

THEREFORE, THE OWNERS DO HEREBY IMPOSE RESTRICTIONS AND COVENANTS TO ALL LOTS CONTAINED WITHIN THIS SUBDIVISION PLAT (YORKTOWN BLOCKS 50-52), AND WHICH COVENANTS SHALL BE COVENANTS RUNNING WITH THE LAND AND SHALL BE BINDING UPON THE OWNER, ITS SUCCESSORS AND ASSIGNS, AND SHALL BE ENFORCEABLE AS HEREINAFTER SET FORTH.

GROSS LAND AREA: 9.63 ACRES (419,305.99 SQUARE FEET)

EXISTING ZONING: PUD 117

YORKTOWN BLOCKS 50-52 NEIGHBORHOOD PUD DEVELOPMENT STANDARDS INCLUDES ALL LOTS LOCATED WITHIN YORKTOWN BLOCKS 50-52:

PERMITTED USES:

USE UNIT 1, AREAWIDE USES BY RIGHT

USE UNIT 6, SINGLE-FAMILY DWELLINGS, AND CUSTOMARY FACILITIES AND AMENITIES, INCLUSIVE OF COMMON SPACE AREA USES AND ACTIVITIES GENERALLY FOUND WITHIN MASTER-PLANNED RESIDENTIAL COMMUNITIES.

MINIMUM LOT WIDTH: 60 FEET

MINIMUM LOT AREA: 6,900 SQUARE FEET

MAXIMUM STRUCTURE HEIGHT:	35 FEET, WITH THE EXCEPTION OF CHIMNEYS, CUPOLAS, OR OTHER ARCHITECTURAL STRUCTURES WHICH MAY EXTEND TO A MAXIMUM HEIGHT OF 45 FEET.
MINIMUM OFF-STREET PARKING: STREET PARKING SPACES PER DWELLING UNIT	TWO (2) ENCLOSED OFF-
BUILDING SETBACK FROM ARTERIAL STREET RIGHT-OF-WAY:	35 FEET
FRONT YARD ABUTTING A PUBLIC STREET:	25 FEET
REAR YARD:	20 FEET
SIDE YARD:	5 FEET
ALL OTHER YARDS ABUTTING A PUBLIC STREET:	15 FEET, UNLESS A SIDE ENTRY GARAGE IS PROPOSED. IF A SIDE ENTRY GARAGE IS PROPOSED THE BUILDING WALL CONTAINING THE GARAGE DOOR SHALL BE SET A MINIMUM OF 25 FEET FROM THE STREET RIGHT OF WAY.

SECTION III. PRIVATE BUILDING AND USE RESTRICTIONS

WHEREAS, THE OWNERS DESIRE TO ESTABLISH ADDITIONAL RESTRICTIONS FOR "YORKTOWN BLOCKS 50-52" FOR THE PURPOSE OF PROVIDING AN ORDERLY DEVELOPMENT OF THE RESIDENTIAL NEIGHBORHOODS WITHIN YORKTOWN BLOCKS 50-52, AND TO ENSURE ADEQUATE RESTRICTIONS FOR THE MUTUAL BENEFIT OF THE OWNERS, ITS SUCCESSORS AND ASSIGNS.

THEREFORE, THE OWNERS DO HEREBY AND LIKEWISE IMPOSE THE FOLLOWING RESTRICTIONS AND COVENANTS UPON THE LOTS WITHIN THIS SUBDIVISION PLAT (YORKTOWN BLOCKS 50-52) WHICH SHALL BE COVENANTS RUNNING WITH THE LAND, AND SHALL BE BINDING UPON THE OWNERS, THEIR SUCCESSORS AND ASSIGNS:

A. ARCHITECTURAL COMMITTEE - PLAN REVIEW

1. NO BUILDING, FENCE, WALL OR LANDSCAPING SHALL BE ERECTED, PLACED OR ALTERED ON ANY RESIDENTIAL LOT IN THIS SUBDIVISION UNTIL THE BUILDING PLANS, LANDSCAPING PLANS, AND SPECIFICATIONS FOR ALL HOUSES TO BE BUILT, AND LANDSCAPING TO BE INSTALLED, ARE ON FILE WITH THE YORKTOWN ARCHITECTURAL COMMITTEE, INITIALLY TO BE YORKTOWN HOLDING, LLC MEMBERS OR THEIR DULY AUTHORIZED REPRESENTATIVE, REPRESENTATIVES OR SUCCESSORS. IN THE EVENT OF THE DEATH OR RESIGNATION OF ANY MEMBER OF THE YORKTOWN ARCHITECTURAL COMMITTEE, THE REMAINING MEMBER OR MEMBERS SHALL HAVE FULL AUTHORITY TO APPROVE OR DISAPPROVE SUCH PLANS, SPECIFICATIONS, COLOR SCHEME, MATERIALS AND PLOT PLAN, OR TO DESIGNATE A REPRESENTATIVE OR REPRESENTATIVES WITH THE LIKE AUTHORITY, AND SAID REMAINING MEMBER OR MEMBERS SHALL HAVE AUTHORITY TO FILL ANY VACANCY OR VACANCIES CREATED BY THE DEATH OR RESIGNATION OF ANY OF THE AFORESAID MEMBERS, AND SAID NEWLY APPOINTED MEMBER SHALL HAVE THE SAME AUTHORITY HEREUNDER AS THEIR PREDECESSORS, AS ABOVE SET FORTH. ANY CHANGES TO PLANS ON FILE WITH THE ARCHITECTURAL COMMITTEE OR ANY ADDITIONAL NEW PLANS WILL NEED WRITTEN APPROVAL BEFORE CONSTRUCTION MAY BEGIN.

2. THE ARCHITECTURAL COMMITTEE'S PURPOSE IS TO PROMOTE GOOD DESIGN AND COMPATIBILITY WITHIN THE SUBDIVISION AND IN ITS REVIEW OF BUILDING OR LANDSCAPING PLANS FOR DETERMINATION OF ANY WAIVER AS HEREINAFTER AUTHORIZED MAY TAKE INTO CONSIDERATION THE NATURE AND CHARACTER OF THE PROPOSED BUILDING OR STRUCTURE, THE MATERIALS OF WHICH IT IS TO BE BUILT, THE AVAILABILITY OF ALTERNATIVE MATERIALS, THE SITE UPON WHICH IT IS PROPOSED TO BE ERECTED AND THE HARMONY THEREOF WITH THE SURROUNDING AREA. THE ARCHITECTURAL COMMITTEE SHALL NOT BE LIABLE FOR ANY APPROVAL, DISAPPROVAL OR FAILURE TO APPROVE HEREUNDER, AND ITS APPROVAL OF BUILDING PLANS SHALL NOT CONSTITUTE A WARRANTY OR RESPONSIBILITY FOR BUILDING METHODS, MATERIALS, PROCEDURES, STRUCTURAL DESIGN, GRADING OR DRAINAGE, OR CODE VIOLATIONS. THE APPROVAL, DISAPPROVAL OR FAILURE TO APPROVE OF ANY BUILDING PLANS SHALL NOT BE DEEMED A WAIVER OF ANY RESTRICTION, UNLESS THE ARCHITECTURAL COMMITTEE IS HEREINAFTER AUTHORIZED TO GRANT THE PARTICULAR WAIVER.

3. THE POWERS AND DUTIES OF THE ARCHITECTURAL COMMITTEE OR ITS DESIGNATED REPRESENTATIVE SHALL CEASE WHEN ONE-HUNDRED PERCENT (100%) OF THE HOUSES ON THE RESIDENTIAL LOTS HAVE BEEN BUILT. THEREAFTER, THE POWERS AND DUTIES OF THE ARCHITECTURAL COMMITTEE SHALL BE EXERCISED BY THE HOMEOWNERS ASSOCIATION HEREAFTER PROVIDED FOR.

B. BUILDING MATERIAL REQUIREMENTS AND OTHER RESTRICTIONS APPLICABLE TO ALL RESIDENTIAL LOTS CONTAINED WITHIN YORKTOWN BLOCKS 50-52

1. STEM WALLS:

ALL EXPOSED FOUNDATION OR STEM WALLS SHALL BE OF BRICK, STONE OR STUCCO. NO CONCRETE BLOCKS, POURED CONCRETE OR ANY OTHER FOUNDATION WILL BE EXPOSED. NO STEM WALLS WILL BE EXPOSED.

2. ROOFING:

ROOFING SHALL BE A SINGULAR ROOF SELECTION AND COLOR FOR EACH RESPECTIVE NEIGHBORHOOD COMMUNITY WITHIN YORKTOWN, AND THE OWNER/DEVELOPER SHALL HAVE THE RIGHT TO SELECT A DIFFERENT ROOFING COLOR FOR EACH NEIGHBORHOOD COMMUNITY WITHIN YORKTOWN. THE MINIMUM ROOF PITCH SHALL BE AN 8/12 PITCH ON THE FORWARD FACING GABLES.

3. EXTERIOR WALLS:

THE FIRST STORY EXTERIOR WALLS OF THE DWELLINGS ERECTED ON ALL RESIDENTIAL LOTS WITHIN THE YORKTOWN BLOCKS 50-52 NEIGHBORHOOD SHALL BE ONE-HUNDRED PERCENT (100%) BRICK, STONE, OR STUCCO, PROVIDED, HOWEVER, THAT THE AREA OF ALL WINDOWS AND DOORS LOCATED IN SAID EXTERIOR WALLS AND THE AREA ADJACENT TO PATIOS AND UNDER PORCHES SHALL BE EXCLUDED IN THE DETERMINATION OF THE AREA OF EXTERIOR WALLS, AND FURTHER PROVIDED THAT WHERE A PART OF THE EXTERIOR WALL IS EXTENDED ABOVE THE INTERIOR ROOM CEILING LINE DUE TO THE CONSTRUCTION OF A GABLE TYPE ROOF, THEN THAT PORTION OF THE WALL EXTENDING ABOVE THE INTERIOR ROOM CEILING HEIGHT MAY BE CONSTRUCTED OF WOOD MATERIAL AND SHALL BE EXCLUDED FROM THE DETERMINATION OF THE AREA OF THE EXTERIOR WALLS (EXCLUSIVE OF FIREPLACE CHASE).

4. MINIMUM SQUARE FOOTAGE:

ALL SINGLE STORY DWELLINGS SHALL HAVE A MINIMUM LIVING SPACE OF AT LEAST 1,500 SQUARE FEET. DWELLINGS IN EXCESS OF A SINGLE STORY SHALL HAVE A MINIMUM LIVING SPACE OF 1,200 SQUARE FEET AT THE LOWER LEVEL. SQUARE FOOTAGE SHALL BE COMPUTED ON MEASUREMENTS OVER FRAME OF THE LIVING SPACE, EXCLUSIVE OF PORCHES, PATIOS, AND GARAGES.

5. MINIMUM LOT WIDTH:

AS DESCRIBED ABOVE UNDER SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS.

6. MINIMUM LOT AREA:

AS DESCRIBED ABOVE UNDER SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS.

7. WINDOWS:

ALL DWELLINGS WITH WINDOWS OTHER THAN WOOD OR VINYL WILL BE EITHER ANODIZED OR ELECTROSTATICALLY PAINTED. METAL WINDOW FRAMES SHALL BE CONSISTENT WITH THE EXTERIOR COLOR AND TEXTURE OF THE RESIDENCE. NO UNPAINTED ALUMINUM WILL BE PERMITTED FOR WINDOW FRAMING. WOOD FRAMES WILL BE PAINTED, SEALED OR STAINED.

8. SIDING:

NO STEEL, ALUMINUM OR PLASTIC SIDING SHALL BE PERMITTED ON ANY BUILDING ON ANY RESIDENTIAL LOT.

9. MAILBOXES:

ALL MAILBOXES SHALL BE OF A SINGULAR DESIGN FOR THE LOTS WITHIN YORKTOWN BLOCKS 50-52, AS APPROVED BY THE ARCHITECTURAL COMMITTEE. NO MAILBOX SHALL BE ERECTED ON ANY RESIDENTIAL LOT WITHOUT THE APPROVAL OF THE DESIGN BY THE ARCHITECTURAL COMMITTEE, AND SHALL CONFORM TO A DESIGN STANDARD FOR EACH COMMUNITY. A CHARGE FOR MAILBOXES WILL BE COLLECTED BY THE OWNER/DEVELOPER AT THE CLOSING OF EACH LOT.

10. WAIVER:

THE ARCHITECTURAL COMMITTEE MAY WAIVE, IN A PARTICULAR INSTANCE, THE BUILDING MATERIAL REQUIREMENTS SET OUT IN THIS SUBSECTION; PROVIDED, SUCH WAIVER TO BE EFFECTIVE MUST BE IN WRITING, DATED AND SIGNED BY A MAJORITY OF THE ARCHITECTURAL COMMITTEE.

C. NOXIOUS ACTIVITY

NO NOXIOUS OR OFFENSIVE TRADE OR ACTIVITY SHALL BE CARRIED ON UPON ANY RESIDENTIAL LOT WITHIN THIS SUBDIVISION, NOR SHALL ANY TRASH, OR OTHER REFUSE BE THROWN, PLACED OR DUMPED UPON ANY VACANT RESIDENTIAL LOT, NOR SHALL ANYTHING BE DONE WHICH MAY BE OR BECOME AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD.

D. EXISTING BUILDING

NO EXISTING OR ERECTED BUILDING OF ANY SORT MAY BE MOVED ONTO OR PLACED ON AN RESIDENTIAL LOT, EXCEPT FOR CONSTRUCTION OR SALES TRAILERS WHICH MAY BE INSTALLED ON A TEMPORARY BASIS ONLY.

E. DETACHED STRUCTURES PROHIBITION

NO DETACHED ACCESSORY STRUCTURE SHALL BE ALLOWED UPON ANY LOT WITHIN THE YORKTOWN DEVELOPMENT.

F. VEHICLE STORAGE AND PARKING

NO INOPERATIVE VEHICLE SHALL BE STORED ON ANY RESIDENTIAL LOT EXCEPT WITHIN AN ENCLOSED GARAGE. NO MOTOR HOME, BOAT TRAILER, TRAVEL TRAILER OR SIMILAR RECREATIONAL VEHICLE SHALL BE LOCATED, PARKED OR STORED WITHIN A SIDE OR FRONT YARD, AND IF NOT LOCATED WITHIN AN ENCLOSED GARAGE AND SHALL BE SCREENED SUFFICIENTLY TO PREVENT ANY VIEW THEREOF FROM ANY STREET WITHIN THE OVERALL YORKTOWN DEVELOPMENT.

G. ANTENNAS

NO RADIO OR TELEVISION TOWER, AERIAL OR ANTENNA SHALL BE LOCATED ON ANY RESIDENTIAL LOT. SATELLITE DISHES SHALL BE NO LARGER THAN 18" IN DIAMETER AND BE SCREENED FROM VIEW FROM THE STREET AND ADJACENT RESIDENTIAL LOTS WITHIN THE ADDITION.

H. LANDSCAPING REQUIREMENTS

THE FRONT ELEVATION OF ALL RESIDENTIAL LOTS MUST BE PROFESSIONALLY LANDSCAPED UPON COMPLETION OF THE RESIDENCE. ALL FRONT, SIDE AND BACK YARDS MUST BE SODDED ON THE COMPLETION OF ANY RESIDENCE IN THE SUBDIVISION. ALL PROPOSED LANDSCAPING UPON EVERY LOT WITHIN THIS SUBDIVISION MUST RECEIVE APPROVAL BY THE ARCHITECTURAL COMMITTEE AS DESCRIBED UNDER SECTION III.A HEREOF.

I. LIVESTOCK AND POULTRY PROHIBITED

NO ANIMALS, LIVESTOCK OR POULTRY (INCLUDING PIGEONS) OF ANY KIND SHALL BE RAISED, BRED OR KEPT ON ANY RESIDENTIAL LOT OR PART THEREOF, EXCEPT THAT DOGS, CATS, OR OTHER HOUSEHOLD PETS MAY BE KEPT; PROVIDED, THAT THEY ARE NOT KEPT, BRED OR MAINTAINED FOR ANY COMMERCIAL PURPOSE.

J. FENCES AND WALLS

FENCES AND WALLS SITUATED UPON RESIDENTIAL LOTS SHALL COMPLY WITH THE FOLLOWING:

1. NO FENCING SHALL EXTEND BEYOND THE BUILDING LINE OF ANY RESIDENCE. IF A RESIDENCE IS BUILT BEHIND THE FRONT BUILDING LINE OF A RESIDENTIAL LOT, A FENCE MAY NOT EXTEND BEYOND THAT POINT NEAREST THE STREET AT EACH END CORNER.

2. ALL FENCES SHALL CONSIST ENTIRELY OF WOOD, BRICK, NATURAL STONE, WROUGHT IRON, OR SOME COMBINATION THEREOF. THE ARCHITECTURAL COMMITTEE MAY, BUT NOT BE OBLIGATED TO, GRANT AN EXCEPTION TO THIS PROVISION UPON WRITTEN REQUEST.

3. NO FENCE IN EXCESS OF SIX FEET (6') IN HEIGHT SHALL BE PERMITTED UNLESS OTHERWISE APPROVED BY THE ARCHITECTURAL COMMITTEE IN WRITING.

4. CONCRETE CURBING SHALL BE REQUIRED ALONG THE ENTIRE LENGTH OF THE SUBDIVISION PERIMETER FENCING.

5. LOTS 9 THROUGH 15, BLOCK 50 WITH PERIMETER FACING THE EXISTING YORKTOWN RESERVE AREA WILL BE PERMITTED TO INSTALL A 5'-0" TALL BLACK POST AND CHAIN LINK FENCE WITH A GATE. NO OTHER FENCE MATERIALS WILL BE ACCEPTABLE ON THIS PROPERTY LINE.

K. GARAGE

EACH DWELLING SHALL HAVE A GARAGE FOR AT LEAST TWO AUTOMOBILES. GLASS SHALL NOT BE PERMITTED IN GARAGE DOORS WITHOUT ARCHITECTURAL COMMITTEE APPROVAL.

L. COMMERCIAL STRUCTURES

NO BUILDING OR STRUCTURE SHALL BE PLACED, ERECTED OR USED AT ANY TIME FOR ANY BUSINESS, PROFESSIONAL, TRADE OR COMMERCIAL PURPOSE ON ANY PORTION OF ANY RESIDENTIAL LOT; PROVIDED, HOWEVER, THAT OWNER, AS THE DEVELOPER OF THE SUBDIVISION MAY MAINTAIN A SALES OFFICE IN THE SUBDIVISION FOR THE SALE OF THE SUBDIVISION LOTS AND BUILDING CONTRACTORS MAY MAINTAIN SALES OFFICES, CONSTRUCTION TRAILERS, AND MODEL HOMES IN THE SUBDIVISION FOR THE CONSTRUCTION, SALE AND DISPLAY OF HOMES LOCATED, OR TO BE LOCATED, IN THE SUBDIVISION SUBJECT TO THE CITY OF JENKS ZONING CODE REQUIREMENTS.

M. TRASH RECEPTACLES

TRASH RECEPTACLES CANNOT BE LEFT CURBSIDE FOR MORE THAN A 24 HOUR PERIOD OF TIME. ALL TRASH RECEPTACLES SHALL BE KEPT INSIDE OF A GARAGE OR SCREENED FROM VIEW FROM ALL STREETS WITHIN THE SUBDIVISION.

N. BUILDING REQUIREMENTS AND AMENDMENTS

ANY MODIFICATIONS OR AMENDMENTS TO THE BUILDING AND/OR ARCHITECTURAL REQUIREMENTS LISTED UNDER THIS SECTION (SECTION III. PRIVATE BUILDING AND USE RESTRICTIONS) SHALL ONLY BE ALLOWED WITH ARCHITECTURAL COMMITTEE APPROVAL AS DESCRIBED UNDER SECTION III.A HEREOF.

O. SWIMMING POOLS

NO SWIMMING POOL SHALL BE BUILT NEARER THAN FIVE (5) FEET TO ANY SIDE LOT LINE OR REAR YARD LOT LINE. WHERE SIDE YARD AND REAR YARD EASEMENTS ARE SHOWN GREATER THAN THE FOREGOING, NO ENCROACHMENT SHALL BE ALLOWED ON THE EASEMENT.

SECTION IV. HOMEOWNERS ASSOCIATION

A. FORMATION OF MASTER AND NEIGHBORHOOD HOMEOWNERS ASSOCIATIONS

THE OWNERS OF YORKTOWN BLOCKS 50-52 FORMED A MASTER HOMEOWNERS ASSOCIATION (YORKTOWN MASTER HOMEOWNERS ASSOCIATION) WHICH IS THE PRINCIPLE HOMEOWNERS ASSOCIATION AFFECTING AND INCLUDING EACH OWNER OF A LOT OF RECORD WITHIN ALL OF THE CURRENT AND FUTURE YORKTOWN NEIGHBORHOOD COMMUNITIES, OF WHICH SAID COMMUNITIES AND FUTURE DEVELOPMENT AREAS CONTAIN APPROXIMATELY 225 ACRES OF LAND AND ARE AS SHOWN WITHIN THE APPROVED YORKTOWN PLANNED UNIT DEVELOPMENT (PUD NO. 61). ADDITIONALLY, ALL OF THE CURRENT AND FUTURE YORKTOWN NEIGHBORHOOD COMMUNITIES SHALL ALSO BE MEMBERS OF A YORKTOWN NEIGHBORHOOD HOMEOWNERS ASSOCIATION CONSISTING OF DEFINED LOTS AND BLOCKS REPRESENTING THE INDIVIDUAL NEIGHBORHOODS WITHIN THE OVERALL YORKTOWN DEVELOPMENT COMMUNITY. THE

YORKTOWN MASTER AND NEIGHBORHOOD HOMEOWNERS ASSOCIATIONS HAVE / SHALL BE ESTABLISHED IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA, AND ARE TO BE FORMED FOR THE GENERAL PURPOSES OF MAINTAINING THE COMMON AREAS OF THE OVERALL YORKTOWN COMMUNITY, AND ENHANCING THE VALUE, DESIRABILITY AND ATTRACTIVENESS OF THE YORKTOWN COMMUNITY.

B. MEMBERSHIP

ANY OWNER OF A LOT IN THE OVERALL YORKTOWN COMMUNITY SHALL AUTOMATICALLY BECOME A MEMBER OF THE NEIGHBORHOOD HOMEOWNERS ASSOCIATION FOR THAT RESPECTIVE NEIGHBORHOOD COMMUNITY IN WHICH SUCH LOT BELONGS. EACH NEIGHBORHOOD COMMUNITY SHALL LIKEWISE AUTOMATICALLY BECOME MEMBERS OF THE YORKTOWN MASTER HOMEOWNERS ASSOCIATION (YMHA). MEMBERSHIP OF THE NEIGHBORHOOD HOMEOWNERS ASSOCIATION SHALL BE LIMITED TO THE RECORD OWNER, WHETHER ONE OR MORE PERSONS OR ENTITIES, OF A FEE SIMPLE TITLE TO A LOT SITUATED WITHIN ALL OF THE CURRENT AND FUTURE YORKTOWN NEIGHBORHOODS COMPRISING THE OVERALL YORKTOWN COMMUNITY. IN ADDITION, OWNERS OF LOTS OF RECORD WITHIN THE PRESENTLY PLATTED AND DEVELOPED NEIGHBORHOOD COMMUNITY OF "WESTON AT WAKEFIELD" AND "WESTON II AT WAKEFIELD" SHALL BE ALLOWED TO PARTICIPATE IN THE YORKTOWN MASTER HOMEOWNERS ASSOCIATION AND HAVE PRIVILEGES AND RIGHTS TO THE FULL USE AND ENJOYMENT OF THE COMMUNITY POOL AND IMPROVEMENTS LOCATED WITHIN RESERVE AREA "G" OF YORKTOWN PHASE I, AND OTHER CERTAIN YORKTOWN COMMUNITY COMMON AREAS AS TO BE SET FORTH BY THE YORKTOWN MASTER HOMEOWNERS ASSOCIATION. SUCH LOT OWNERS SHALL BE ENTITLED TO THESE PRIVILEGES ON AN INDIVIDUAL BASIS, YEARLY, BY PAYING THE ANNUAL YMHA DUES (EQUAL TO AMOUNT PAID BY YORKTOWN RESIDENTS). THE FOREGOING IS NOT INTENDED TO INCLUDE PERSONS OR ENTITIES THAT HOLD AN INTEREST MERELY AS SECURITY FOR THE PERFORMANCE OF AN OBLIGATION, OTHER THAN CONTRACT SELLERS. MEMBERSHIP SHALL BE APPURTENANT TO AND MAY NOT BE SEPARATED FROM OWNERSHIP OF ANY LOT SITUATED WITHIN THE YORKTOWN COMMUNITY OR SUCH NEIGHBORHOOD COMMUNITIES THAT MAY BE ANNEXED OR MERGED INTO THE JURISDICTION OF THE YORKTOWN MASTER HOMEOWNERS ASSOCIATION. OWNERSHIP OF A LOT SHALL BE THE SOLE QUALIFICATION OF MEMBERSHIP WITH RESPECT TO THOSE PROPERTY OWNERS IN YORKTOWN.

C. ASSESSMENT

EACH RECORD OWNER OF A RESIDENTIAL LOT WITHIN THE OVERALL YORKTOWN COMMUNITY SHALL BE SUBJECT TO ASSESSMENT BY THE YORKTOWN MASTER HOMEOWNERS ASSOCIATION THROUGH THEIR COMMUNITY MEMBERSHIP FOR THE PURPOSES OF IMPROVEMENT AND MAINTENANCE OF THE PRIMARY COMMON AREAS OF THE YORKTOWN PHASE I SUBDIVISION, WHICH CONSIST OF RESERVE AREAS "A", "B", "C" & U/E, "F" & U/E, "G", "H" & U/E, "I" & U/E, "L" & U/E, "M" & U/E, "O", "P" & U/E, AND "Q" & U/E OF YORKTOWN PHASE I; RESERVE AREAS "A" & U/E AND "B" & U/E, HENLEY AT YORKTOWN; RESERVE AREA "D" & U/E, BIRMINGHAM AT YORKTOWN; RESERVE AREAS "E" & U/E, "F" & U/E, AND "G" & U/E, MANCHESTER AT YORKTOWN; RESERVE AREA "A", BIRMINGHAM AT YORKTOWN, BLOCKS 24-30; RESERVE AREA "A", YORKTOWN, BLOCKS 31-35; RESERVE AREAS "A" & U/E, "B" & U/E, "C" & U/E AND "D" & U/E, SHELBY AT YORKTOWN, BLOCKS 36-38; RESERVE AREAS "A" & U/E AND "B" & U/E, YORKTOWN BLOCKS 39-44; RESERVE AREAS "A" & U/E, "B" & U/E, "C" & U/E AND "D" & U/E, YORKTOWN BLOCKS 45-49; RESERVE AREAS "A" & U/E, "B" & U/E, "C" & U/E, "D" (STATUTORY RIGHT OF WAY) AND "E", AND YORKTOWN BLOCKS 50-52; RESERVE AREAS "A" & U/E AND "B" & U/E. EACH RECORD OWNER OF A RESIDENTIAL LOT WITHIN THE PRESENTLY PLATTED AND DEVELOPED NEIGHBORHOOD COMMUNITY OF "WESTON AT WAKEFIELD" AND "WESTON II AT WAKEFIELD" AND WITHIN OTHER LAND AREAS LOCATED OUTSIDE OF THE YORKTOWN COMMUNITY THAT MAY BE ANNEXED OR MERGED INTO THE JURISDICTION OF THE

ASSOCIATION, WHO ELECT IN WRITING TO JOIN THE ASSOCIATION, AND HAVE SUCH PRIVILEGES AND RIGHTS TO THE FULL USE AND ENJOYMENT OF THE COMMUNITY POOL AND IMPROVEMENTS LOCATED WITHIN RESERVE AREA "G" OF YORKTOWN PHASE I, AND OTHER CERTAIN YORKTOWN COMMUNITY COMMON AREAS AS SET FORTH OR TO BE SET FORTH BY THE YORKTOWN MASTER HOMEOWNERS ASSOCIATION, SHALL BE SUBJECT TO ASSESSMENT BY THE YORKTOWN MASTER HOMEOWNERS ASSOCIATION AT THE SAME FEE ASSESSMENT RATE AS RESIDENTIAL LOT OWNERS WITHIN THE OVERALL YORKTOWN COMMUNITY.

D. REQUIRED MOWING OF VACANT LOTS

THE YORKTOWN MASTER HOMEOWNERS ASSOCIATION SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO MOW ANY VACANT LOT WITHIN THE OVERALL YORKTOWN 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 YORKTOWN MASTER 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 IV.C OF THIS SECTION.

SECTION V. 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 YORKTOWN 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 YORKTOWN SHALL VIOLATE ANY OF THE COVENANTS HEREIN, IT SHALL BE LAWFUL FOR THE CITY OF JENKS, ANY OWNER OF A LOT OR A PROPERTY OWNERS 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 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 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 YORKTOWN PHASE I, YORKTOWN PHASE I AMENDED, YORKTOWN PHASE I AMENDED II, YORKTOWN BLOCKS 10-12, AND OTHER PLATTED YORKTOWN COMMUNITIES, AS APPLICABLE, AND APPROVAL BY THE CITY OF JENKS PLANNING COMMISSION AND JENKS CITY COUNCIL. THE COVENANTS WITHIN SECTION III. PRIVATE BUILDING AND USE RESTRICTIONS, AND SECTION IV. HOMEOWNERS' ASSOCIATION, MAY BE AMENDED OR TERMINATED AT ANY TIME WITH 75 PERCENT AGREEMENT OF ALL OWNERS WITHIN THAT NEIGHBORHOOD COMMUNITY THAT DESIRES THE CHANGE. THE PROVISIONS OF ANY INSTRUMENT AMENDING OR TERMINATING COVENANTS SHALL BE EFFECTIVE FROM AND AFTER THE DATE IT IS PROPERLY RECORDED.

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.

IN WITNESS WHEREOF: YORKTOWN HOLDING, L.L.C., AN OKLAHOMA LIMITED LIABILITY COMPANY, HAS EXECUTED THIS INSTRUMENT THIS _____ DAY OF _____, 2019.

YORKTOWN HOLDING, L.L.C.
AN OKLAHOMA LIMITED LIABILITY COMPANY

BY: _____
JOHN WOOLMAN, MANAGER

STATE OF OKLAHOMA)
) SS.
COUNTY OF TULSA)

BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, ON THIS _____ DAY OF _____, 2019, PERSONALLY APPEARED JOHN WOOLMAN TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THEIR NAME TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME, AS ITS MANAGER, THAT THEY EXECUTED THE SAME AS THEIR 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.

STEPHANIE NAYLOR
MY COMMISSION EXPIRES: 3/2/2019
MY COMMISSION NUMBER: 15002084

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 "YORKTOWN BLOCKS 50-52", 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 _____, 2019, PERSONALLY APPEARED ANDY FRITZ TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THEIR NAME TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME, AS ITS MANAGER, THAT THEY EXECUTED THE SAME AS THEIR 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: 6/23/2018
MY COMMISSION NUMBER: 14005589



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

PROPERTY ACCESS CHARGE ASSESSMENT

Name: _____

Address: _____
Street City State Zipcode

Email: _____ Office #: _____ Cell#: _____

Property Location

Legal Description: _____

Sub-Division: Yorktown Block: 50-52 Lot: _____ Acres: _____

Comments: Thirty five (35) lots within Yorktown 50-50 which has a total acreage of 9.14 acres.

Number of Total Acres of Development: 9.14

Number of Total Lots in Development: 35

PFPI Agreement and Area of Concern: Frazier Lakes 15" SS

PFPI Access Charge per Acre: \$4,899.46

Processing Fee (\$200 per acre): \$1,828.00

Total Charge for above listed properties: \$44,781.06 + \$1,828 (processing fee) = \$46,609.06

Submitted by: _____ Date: _____

Reviewed and Approved by City Staff: _____ Date: _____



CITY OF JENKS

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

May 09, 2019

Jim Roberts
Yorktown Holdings LLC
5711 East 71st Street, Suite 120
Tulsa, Oklahoma 74136
jimhroberts@sbcglobal.net

Subject: **Access Charge Assessment for Sewer Connections – Yorktown Blocks 50-52**

This letter is to inform you of an access charge in relations to your Yorktown Block 50-52 development. A Privately Funded Public Infrastructure (PFPI) agreement was approved by the Jenks City Council on March 05, 2018. This PFPI agreement was with Frazier Lakes Estates LLC. for the construction of 15" Sanitary Sewer Main Line Extension. As the Yorktown development is to connect into the 15" sanitary sewer system via a force main along 131st Street, an access charge will be assessed for the number of acres being connected. The current access charge per the PFPI agreement is \$4,899.46 per acre. A processing fee of \$200.00 per acre has been assessed as part of the PFPI agreement stipulations. A PFPI agreement approved by Jenks City Council on May 6, 2019 for the Yorktown V (Blocks 45-49) off-site forcemain and lift station upgrades in the amount of 944.00 per acre. The amount for the Yorktown V access charge is not included in the total required access charge fee, however, this amount (\$8,628.16) is still applied to the Yorktown V PFPI agreement total recoupable amount. The Yorktown Block 50-52 Development has a total acreage per the preliminary plat of 9.14. An access charge in the amount of \$44,781.06 with a processing fee of \$1,828.00 comes to a total of \$46,609.06. If this access charge is paid after November 5, 2019, the Yorktown V access charge will increase from \$944.00 per acre to \$1,415.00 per acre. This would be applied to the total recoupable amount of the Yorktown V PFPI. Please remit payment to the City of Jenks and include the attached form.

If you have any questions concerning this matter, please feel free to contact me at 918-299-5883.

Sincerely,

Christopher Robinson, PE

Staff Civil Engineer



Memorandum

To: Mayor Lee and Members of City Council
From: Jim Beach, City Planner
Hearing Date: December 2, 2019
Subject: Preliminary/Final Plat - Tulsa Premium Outlets

Exhibits:

1. Subdivision Plat
2. Deed of Dedication and Restrictive Covenants
3. Record of PUD approval

Applicant:	Tulsa Engineering and Planning Associates, Inc. for River District Development, LLC
Action Requested:	Request by River District Development, LLC to approve a preliminary/final plat for Tulsa Premium Outlets
General Location:	East 101 st Place South and South 7 th Street (Ward 5)
Applicable Regulations:	Jenks Subdivision Regulations
Current Zoning:	AG/PUD-100
Lot Size:	Approximately 51.07 acres
Surrounding Zoning and Land Uses:	AG zoning and vacant land all sides

BACKGROUND

In February 2019, a basic boundary plat called "Tulsa Premium Outlets" was approved to facilitate closing the sale of the property. This current proposed preliminary/conditional final plat is the full and final plat that meets the requirements of Section 260 (platting requirement) of the Jenks Zoning Code, and the Jenks Subdivision Regulations. It dedicates all necessary right-of-way, utility and drainage easements, and documents the final covenants and PUD requirements.

STAFF EVALUATION

Planning and Engineering Staff have reviewed the plat and find that it meets the requirements of the City of Jenks and is consistent with the engineering construction documents currently under review for permitting. PUD conditions are properly included in the Deed of Dedication and Restrictive Covenants. The City Council Memo from the PUD approval in 2015, with PUD-specific requirements is attached, along with minutes from the final PUD approval hearing.

If the conditional final plat is approved, the applicant will finalize the documents and present them to staff for signatures of the Mayor and City Manager. They will then be returned to the applicant to record with the Tulsa County Clerk.

PLANNING COMMISSION

The Planning Commission, in its meeting of November 21, 2019, voted 7-0-0 to recommend approval of the conditional final plat.

A citizen raised a question earlier in the week about language in the Memo to Council for the PUD approval hearing in 2015. (See attached Memo with paragraph in red box). It describes owner's association requirements, responsibilities for common area maintenance, and applicability of the International Property Management Code, enforceable by the City of Jenks.

The Assistant City Manager, City Attorney and City Planner discussed the issue with Simon Properties and their consultants. The requirements in the noted paragraph are modified by the first sentence that says, "Upon the independent sale of an outparcel, or a parcel created by lot split, an owner's association will be established." There are no past or present lot splits or sales of outparcels, so an owner's association isn't required, and the maintenance provisions aren't applicable at this time. There was little discussion among Planning Commissioners. The citizen who brought up the issue did not speak.

RECOMMENDATION

The applicant has amended the plat submittal to incorporate the conditions recommended by the Planning Commission. Staff recommends approval of the preliminary/conditional final plat.

MEMORANDUM

To: Mayor Dunkerley and City Council

From: Robert Bell, City Planner

Date: December 11, 2015

RE: JZ-580 PUD-100 (3083) Request by Simon Acquisition II, LLC. for approval of a Zone Change from an AG (Agricultural) Zoning District to a RTC (Riverfront Tourist Commercial)/Planned Unit Development Number 100 Zoning District, for Riverfront Tourist Commercial Uses on property described as:

A tract of land located in the NE/4 of Section 30, T-18-N, R-13-E of the Indian Meridian, Tulsa County, State of Oklahoma, according to the Official U.S. Government Survey thereof; being more particularly described as follows: Commencing at the northeast corner of Section 30, an ODOT Brass Cap; Thence S 00°07'09" W toward the east quarter corner of Section 30, a 5/8" Steel Pin/No Cap, a distance of 476.63 feet; Thence N 89°52'51" W a distance of 44.75 feet to the "Point of Beginning", being on the southerly Right of Way for 101st Place South as recorded in the Tulsa County Clerk's office in Book 5580, Page 1845; Thence S 00°07'09" W along a line that is 44.75 feet measured perpendicularly from the east line of the NE/4 of Section 30, a distance of 291.20 feet to a non-tangent curve to the left; Thence along a non-tangent curve to the left with a central angle of 13°05'40", a radius of 586.50 feet, an arc length of 134.04 feet, a chord bearing of S 06°39'59" W and a chord length of 133.75 feet to a point that is 60.00 feet measured perpendicularly from the east line of the NE/4 of Section 30; Thence S 00°07'09" W and tangent to the previous curve and along a line that is 60.00 feet measured perpendicularly from the east line of the NE/4 of Section 30, a distance of 196.42 feet; Thence S 89°52'51" E a distance of 12.00 feet to a point that is 48.00 feet measured perpendicularly from the east line of the NE/4 of Section 30; Thence S 00°07'09" W along a line that is 48.00 feet measured perpendicularly from the east line of the NE/4 of Section 30, a distance of 355.84 feet to a tangent curve to the right; Thence along a tangent curve to the right with a central angle of 91°03'54", a radius of 30.00 feet, an arc length of 47.68 feet, a chord bearing of S 45°39'06" W and a chord length of 42.82 feet; Thence N 88°48'57" W and tangent to the previous curve, a distance of 1796.84 feet to a tangent curve to the right; Thence along a tangent curve to the right with a central angle of 68°24'07", a radius of 383.33 feet, an arc length of 457.64 feet, a chord bearing of N 54°36'53" W and a chord length of 430.94 feet; Thence N 20°24'49" W and tangent to the previous curve, a distance of 40.66 feet to a tangent curve to the left; Thence along a tangent curve to the left with a central angle of 37°14'57", a radius of 334.67 feet, an arc length of 217.58 feet, a chord bearing of N 39°02'18" W and a chord length of 213.76 feet to a tangent reverse curve to the right; Thence along a tangent reverse curve to the right with a central angle of 34°27'55", a radius of 254.33 feet, an arc length of 152.99 feet, a chord bearing of N 40°25'49" W and a chord length of 150.69 feet;

Thence S 88°48'52" E and not tangent to the previous curve, a distance of 6.16 feet to a non-tangent curve to the right; Thence along a non-tangent curve to the right with a central angle of 80°05'40", a radius of 250.00 feet, an arc length of 349.48 feet, a chord bearing of N 46°24'31" E and a chord length of 321.71 feet; Thence N 01°04'11" E and not tangent to the previous curve, a distance of 205.63 feet to the southerly Right of Way for the Creek Turnpike as recorded in the Tulsa County Clerk's office in Book 5376, Page 441; Thence N 87°55'09" E along the southerly Right of Way for the Creek Turnpike, a distance of 411.51 feet; Thence N 78°53'59" E along the southerly Right of Way for the Creek Turnpike, a distance of 175.37 feet to the westerly Right of Way for 101st Place South as recorded in the Tulsa County Clerk's office in Book 5580, Page 1845; Thence S 00°12'35" W along the westerly Right of Way for 101st Place South, a distance of 69.39 feet; Thence S 89°47'25" E along the southerly Right of Way for 101st Place South, a distance of 1125.00 feet; Thence S 89°47'27" E along the southerly Right of Way for 101st Place South, a distance of 479.17 feet to the "Point of Beginning". Said tract contains 2,224,901 square feet or 51.0767 acres. The non-astronomic bearings for said tract are based on an assumed bearing of S 00°07'09" W along the east line of the NE/4 of Section 30, T-18-N, R-13-E of the Indian Meridian, Tulsa County, State of Oklahoma, according to the Official U.S. Government Survey thereof.

General Location: East 101st Place South Street South and South 7th Street.

The Planning Commission conducted a public hearing on JZ-580/PUD 100 a request by Simon Acquisition II, LLC. for approval of a Zone Change from an AG (Agricultural) Zoning District to a RTC (Riverfront Tourist Commercial)/Planned Unit Development Number 100 Zoning District on Thursday December 10, 2015.

The subject property is designated Development Sensitive-No Specific Land Uses by the Jenks Comprehensive Plan and is located within the Riverfront Entertainment/Tourism District as described by the Jenks Comprehensive Plan. The property is currently zoned AG (Agriculture). The applicant is requesting an RTC (Riverfront Tourist Commercial)/Planned Unit Development Number 100 Zoning District for Riverfront Tourist Commercial Uses. The requested uses may be found in accordance with only those properties located within the Riverfront Entertainment/Tourism District.

The area surrounding the subject property has been undergoing numerous changes that affect the character of the land use in the immediate vicinity. The Oklahoma Aquarium and development of the Aquarium Complex and Riverwalk has established the area along the West Bank of the Arkansas River, within the City of Jenks, as the first Riverfront activity center in the Tulsa Region. The completion of the First Oklahoma Bank Building, the Village on Main parking garage, the planned retail center and apartments within Village on Main sustain the synergy of the Riverfront Entertainment District in Jenks. The "Tulsa Premium Outlets" development is in keeping with this significant and planned venue for the City of Jenks Riverfront properties. The Development anchors the Entertainment District activities for the area south of the Creek Turnpike and is recognized along with the Oklahoma Aquarium as a major point of destination for the district. The Development Sensitive plan designation for the subject property restricts the types of uses that may be considered. The Jenks Comprehensive Plan recognized the various characteristics of the site and the proposed use is exactly the types of uses that were considered

when establishing the Riverfront Entertainment District and the implementing the Tourism Commercial District with the Jenks Zoning Code.

The proposed development concept is a retail outlet center to be called Tulsa Premium Outlets. The project is expected to comprise 401,000 square feet of gross leasable area. The building and site design will substantially conform to the submitted drawings with the PUD, provided that the architectural theme of the building and site may incorporate a style that is further contributing to the Riverfront Entertainment District, thus site design and architectural elements shall have the flexibility to conform to the intended theme. There are 2 outparcels to the development that will not be restricted to the architectural theme but will be required to be approved by the owner of the property as to the character of the structures. The overall site plan will be approved as a part of the Planned Unit Development to include the out parcels and future phases of the outlet mall. Future development of the site will be processed through the City of Jenks Appearance Review Process as far as parking, landscaping and site design.

“Tulsa Premium Outlets”, Planned Unit Development Number 100 will be developed to the standards of the RTC Zoning District except as modified by the submitted development text and proposed restrictive covenants. The area and density requirements are consistent with the standards of the RTC Zoning District. The **maximum building height within the development will be established at 90 feet.** The development will be required to maintain **parking as per the Jenks Zoning Code for the applicable Use Unit.** The design currently exceeds the requirement. **Setbacks for the development will be established at 100 feet from North property line, 20 feet from east and west property line and road frontages of outparcels, 50 feet from south property line and 10 feet from interior or lot lines.** An easement has been granted by the City of Jenks to allow the use of the 101st Street right of way located along the north boundary of the parcel for parking, trails/sidewalks, or landscaping. **The setback from the north property lines shall be from the north line of the right of way which will coincide with that portion of the property that lies west of 7th Street.** Individual office development may be established on building second floors provided that Tulsa Premium Outlet Center or operating entity will be allowed offices on first floors. In accordance with City of Jenks Arkansas River Flood Plain Development all structures must be constructed 1 foot above the 1986 record flood event. This is one foot above 306,000 cubic feet per second release from the Keystone Dam. The established elevation of the 1986 flood at the site is 616. The finished floor elevation of the structures shall be at an elevation at a minimum of 617. This elevation and associated fill comply with and satisfy the 2011 CLOMR as approved by FEMA for the development area. Development of the site will raise the property above the 100-year Floodplain.

In accordance with the PUD text, 10% of net land area is to be utilized for minimum landscaped open space. Landscape for the development will be an integral component of the character and quality of the design. Not only will the landscaping details add to the visual appeal of the development, but they will also help in spatial definition, wayfinding and effective site circulation. All landscaping details will be complementary with the architectural design of the building and the street furniture. Opportunities to provide shaded walkways and seating areas will be optimized throughout the site. Landscaping will not create any isolated areas and will instead allow clear views throughout the site. The landscape shall be in substantial conformance with the submitted PUD criteria.

Chapter 9A Section 920.3 of the Jenks Zoning Code specifies that no special exception or Specific Use Permit actions are required to establish any of the identified uses provided that the use is included within a Planned Unit Development. Uses normally approved by Special Exception or Specific Use may be permitted, provided however, that the Planning Commission and City Council shall ascertain that the affects and benefits usually derived from safeguards and conditions normally imposed upon special exceptions or Specific Use will be substantially met by the terms of the proposed Planned Unit Development. The Planned Unit Development has specified the potential for live music and other events that will be conducted as a part of the pedestrian plaza entertainment venue. The proposed development is buffered by the Creek Turnpike from the nearest residential properties to the north. To utilize amplified sound on the property no additional sound requirements are necessary. The use shall be limited to no later than 10 p.m. Sunday through Thursday and 12 a.m. Friday and Saturday. Events planned to exceed these criteria or have an expected attendance of greater than 3,000 people shall require process through the City of Jenks Special Event Committee to ensure public safety issues have been addressed.

The development's signage program will provide a visual layer between the built environment, the community, and the pedestrian. The signage will brand, inform, direct, and provide for a memorable experience. The signage placement will consider project architectural facades and unique building forms and details to enhance, complement, and create a balance in the overall building design. Signage illumination will provide a soft, even, halo-type effect. Designed with the environment in mind, this sophisticated illumination will utilize a friendly low voltage/LED standard throughout the development. Control mechanics will ensure a uniform consistency throughout the entire sign program. A variety of high-quality materials and finishes, including automotive grade paints, brushed and polished metals, textured material, and patina finishes will ensure a sense of durability and high level of design. **Signs shall be limited to:**

- a. Wall or canopy signs shall not exceed 20% of total exterior wall surface area;
- b. One LED project identification pylon sign, to be located along the Creek Turnpike frontage not exceeding 90 feet in height and 750 square foot of area per face;
- c. Four project identification monuments, to be located in conjunction with the entrances to the development from 7th Street, Lewis Avenue and the entrances from the new frontage road. These monuments shall not exceed 17 feet in height and 200 square feet of area per face;
- d. Project identification signs to be located on towers or other architectural features shall not exceed 200 square feet of area per face;
- e. Way-finding signs, including but not limited to auto-directions signs, parking area identification, and service court identification are limited to the size as identified in the PUD. Number of signs is not limited;
- f. Signs interior of the building entry ways are not limited and not included in allowable aggregate area of exterior signage (these signs are considered as an interior signage to the structures) but shall conform to owner architectural compatibility.

The **lighting scheme** at the development will complement the architectural style of the buildings and also be coordinated with the style of the street furniture, creating a consistent theme and look throughout. **The following standards are identified as PUD criteria:**

- a. Parking Field Illumination – Light standards shall not exceed 35 feet in height and shall be hooded and directed downward and away from the turnpike or north property boundary.
- b. Walkway Illumination – Pedestrian-scale vertical lamps will be distributed along the walkway to visually enhance the pedestrian experience and increase user safety. A Trail system connecting to the River trail system is planned for the property. The pedestrian scale lamps will also be incorporated to support the trail system where road lighting is not sufficient.
- c. Building Illumination – Wall sconces will be attached onto the vertical piers that separate retail units and also at building corners. Sconces will have a complimentary style and color to the vertical lamps. Additional building-mounted lights will emphasize architectural features. Building wall lighting can be designed from to accent the building by illumination from either the top or bottom but will be arranged to ensure that the light is not emitted towards the traffic ways.

Upon the independent sale of an outparcel, or a parcel created by lot split, an owner's association will be established. The owner's association will be outlined within the plat that outlines the responsibility for the general maintenance of the common areas of the subdivision, including Reserve Areas, Pedestrian Easements areas, common landscaping, signage, fencing areas, site entry, aesthetic features and façade treatments to include store front window signage. It is expected that the out parcels will remain in the ownership of the Tulsa Premium Outlet owner and owner association features shall only apply on the transfer of ownership. Therefore, the plat will identify that the property is subject to the International Property Maintenance Code that is enforceable by the City of Jenks upon a finding by the super majority of the Jenks City Council that the property is in violation of this code.

Upon completion of the initial platting, which will set forth the allocation of floor area, division of lot may occur be approved lot split application, in accordance with Jenks Subdivision Regulations and State Statutes. Subdivision may be subject to further approval of the City of Jenks Planning Commission as a minor amendment to the PUD establishing the floor area allocations and confirming the existence of any necessary cross parking and mutual access agreements requirements.

Conditions to the approval of the PUD 100 will be addressed in the review of the preliminary and final plat of "Tulsa Premium Outlets".

The applicant was present at the hearing. No one spoke in opposition to the case. Following the public hearing and discussion of the case, the Planning Commission voted 6-0 to recommend approval of the Zone Change an AG (Agricultural) Zoning District to a RTC (Riverfront Tourist Commercial)/Planned Unit Development Number 100 Zoning District, for Riverfront Tourist Commercial Uses for the development of "Tulsa Premium Outlets".

1. Request by Barbara Pinkerton, event organizer for Runners World Racing, to hold the Tulsa Area Triathletes Spring Fever event, a short distance triathlon, on April 17, 2016, from 6:00 a.m. until 3:00 p.m. Josh Driskell addressed Council and stated this is the first year this event will take place in Jenks. This group is well organized. There will be no street closures, but there will be some rolling blockades of intersections so bicyclists can get through. Lonnie Sims made a motion to approve. Seconded by Josh Wedman. A roll call vote of members was as follows:

Greg Bowman	Yes
Kevin Rowland	Yes
Bo Summers	Yes
Josh Wedman	Yes
Mike Sharp	Yes
Lonnie Sims	Yes
Mayor Kelly Dunkerley	Yes

Motion carried.

2. JZ-580 PUD-100 (3083) Request by Simon Acquisition II, LLC. for approval of a Zone Change from an AG (Agricultural) Zoning District to a RTC (Riverfront Tourist Commercial)/Planned Unit Development Number 100 Zoning District, for Riverfront Tourist Commercial Uses on property described as:

A tract of land located in the NE/4 of Section 30, T-18-N, R-13-E of the Indian Meridian, Tulsa County, State of Oklahoma, according to the Official U.S. Government Survey thereof; being more particularly described as follows: Commencing at the northeast corner of Section 30, an ODOT Brass Cap; Thence S 00°07'09" W toward the east quarter corner of Section 30, a 5/8" Steel Pin/No Cap, a distance of 476.63 feet; Thence N 89°52'51" W a distance of 44.75 feet to the "Point of Beginning", being on the southerly Right of Way for 101st Place South as recorded in the Tulsa County Clerk's office in Book 5580, Page 1845; Thence S 00°07'09" W along a line that is 44.75 feet measured perpendicularly from the east line of the NE/4 of Section 30, a distance of 291.20 feet to a non-tangent curve to the left; Thence along a non-tangent curve to the left with a central angle of 13°05'40", a radius of 586.50 feet, an arc length of 134.04 feet, a chord bearing of S 06°39'59" W and a chord length of 133.75 feet to a point that is 60.00 feet measured perpendicularly from the east line of the NE/4 of Section 30; Thence S 00°07'09" W and tangent to the previous curve and along a line that is 60.00 feet measured perpendicularly from the east line of the NE/4 of Section 30, a distance of 196.42 feet; Thence S 89°52'51" E a distance of 12.00 feet to a point that is 48.00 feet

measured perpendicularly from the east line of the NE/4 of Section 30; Thence S 00°07'09" W along a line that is 48.00 feet measured perpendicularly from the east line of the NE/4 of Section 30, a distance of 355.84 feet to a tangent curve to the right; Thence along a tangent curve to the right with a central angle of 91°03'54", a radius of 30.00 feet, an arc length of 47.68 feet, a chord bearing of S 45°39'06" W and a chord length of 42.82 feet; Thence N 88°48'57" W and tangent to the previous curve, a distance of 1796.84 feet to a tangent curve to the right; Thence along a tangent curve to the right with a central angle of 68°24'07", a radius of 383.33 feet, an arc length of 457.64 feet, a chord bearing of N 54°36'53" W and a chord length of 430.94 feet; Thence N 20°24'49" W and tangent to the previous curve, a distance of 40.66 feet to a tangent curve to the left; Thence along a tangent curve to the left with a central angle of 37°14'57", a radius of 334.67 feet, an arc length of 217.58 feet, a chord bearing of N 39°02'18" W and a chord length of 213.76 feet to a tangent reverse curve to the right; Thence along a tangent reverse curve to the right with a central angle of 34°27'55", a radius of 254.33 feet, an arc length of 152.99 feet, a chord bearing of N 40°25'49" W and a chord length of 150.69 feet; Thence S 88°48'52" E and not tangent to the previous curve, a distance of 6.16 feet to a non-tangent curve to the right; Thence along a non-tangent curve to the right with a central angle of 80°05'40", a radius of 250.00 feet, an arc length of 349.48 feet, a chord bearing of N 46°24'31" E and a chord length of 321.71 feet; Thence N 01°04'11" E and not tangent to the previous curve, a distance of 205.63 feet to the southerly Right of Way for the Creek Turnpike as recorded in the Tulsa County Clerk's office in Book 5376, Page 441; Thence N 87°55'09" E along the southerly Right of Way for the Creek Turnpike, a distance of 411.51 feet; Thence N 78°53'59" E along the southerly Right of Way for the Creek Turnpike, a distance of 175.37 feet to the westerly Right of Way for 101st Place South as recorded in the Tulsa County Clerk's office in Book 5580, Page 1845; Thence S 00°12'35" W along the westerly Right of Way for 101st Place South, a distance of 69.39 feet; Thence S 89°47'25" E along the southerly Right of Way for 101st Place South, a distance of 1125.00 feet; Thence S 89°47'27" E along the southerly Right of Way for 101st Place South, a distance of 479.17 feet to the "Point of Beginning". Said tract contains 2,224,901 square feet or 51.0767 acres. The non-astronomic bearings for said tract are based on an assumed bearing of S 00°07'09" W along the east line of the NE/4 of Section 30, T-18-N, R-13-E of the Indian Meridian, Tulsa County, State of Oklahoma, according to the Official U.S. Government Survey thereof.

General Location: East 101st Place South Street South and South 7th Street. Robert Bell addressed Council and stated the Planning Commission conducted a public hearing on JZ-580 on December 10. Robert Bell summarized his Staff Report, which was contained in the Agenda packet. Robert Bell then stated that the applicant was present at the public hearing, no one spoke in opposition to the case, and the Planning Commission voted 6-0 to recommend approval of the zone change. The applicant is present tonight for this

public hearing as well. Lonnie Sims asked on Page 34, third paragraph from the bottom, it says "upon completion of the initial platting which will set forth the allocation of floor area, division of (I think that should be lots) may occur be approved, and I think that should be by. I think what you're trying to say is division of lots may occur by approved lot split application, but it doesn't read like that. Robert Bell said the "e" should be "y". What that's saying is recognizing that an interior lease or rental would want to be the owner of their store, it gives them the opportunity to break that out through lot split even though it's not on a public road, it's interior development. All of the criteria there is met so they could go through a lot split process to create up to State law which is 3. Kevin Rowland asked is the criteria set forth for the signage the same as what was used on the other properties within the River District area, or Village on Main, or River Walk? Robert Bell said it's similar. They have their own design style and this really outlines what that is. This is the criteria they've asked for. Kevin Rowland said obviously if we put a sign up that says Premium Outlet Malls on this site all of the customers have already missed the exit. Is that the intent is to still put one up anyway? Robert Bell said I think this company is big enough if they needed to get signage...Kevin Rowland asked any additional signage that goes on the other side going west and so forth be on a sign application at some point? Robert Bell replied there will be no offsite signage associated with this. They may look at billboard uses in the area, but I don't know that for sure. Mike Tinker added for clarification that discussion by the client and the question posed to OTA is the possibility of major points of destinations being identified on the turnpike system. Early visits with Tim Stewart, the Executive Director, he felt like there would be no problem with that. Those could appear, but they're not being put up by the company, it would be OTA. Mike Sharp asked on Page 32 you make reference to the 2011 CLOMR and you state that this particular project is meeting the plan that was put in place in 2011, and going to a flood elevation of 617 which is a foot above 1986 which we've long used as a standard in that area. I assume this 2011 CLOMR was a bigger area than probably what their footprint is here. I assume if they're meeting the 2011 then obviously at some point in the future when the whole area has met the conditions of the 2011 CLOMR then someone will make an application to make it a LOMR. Is that your interpretation of the game plan? Robert Bell answered you're absolutely correct. Everything that's transforming on this property will be in compliance with the 2011 CLOMR that was approved by FEMA. I would say that this applicant is going beyond their property line to help facilitate that in creation of some of the drainage tracts that go along the railroad and the access for the stormwater to the Arkansas River. Not only are they going to help their own site, but they're helping the overall picture. I've checked with FEMA and they can apply for their LOMR on their site alone. I expect that to happen, because that will take their property completely out of the floodplain and do away with the flood insurance. Kevin Rowland said the turnpike stuff that's being done, we had among Councils gone back and forth where the road was going to be in this area, whether it was going to be

against the highway or what. This establishes now that we're coming in and doing a circle on the west end and then they're bringing it up to a spot down on the east end and then we're taking it underneath the highway, correct? Robert Bell replied that is correct. Mayor Kelly Dunkerley opened the floor and invited Simon representatives to make any comments they would like to. John Dionis from New Jersey representing Simon stated I'm the Senior Director of Development for Simon. We appreciate being here. Simon is a global leader in retail real estate development, management, and ownership. We are a S & P 100 company. We're excited to be here in Jenks. It's been a great pleasure working with Staff. They're very professional. We have 81 centers around the globe, Europe, Asia, and North America, and every center that we have built we continue to own. Our plan is to own them in the long term and we look forward to the opportunity to be a partner with the City of Jenks. Thank you very much. If you have any questions I'd be happy to field them now or feel free to call on me any time. Lonnie Sims said thank you for picking Jenks. We're the fastest growing city in the state of Oklahoma. This development is going to help us tremendously. It's been a labor of love for a lot of people around here for a number of years that stuck with the vision for that property. We thank our citizens for voting on the bond package in 2013, because we always felt that our roads were the missing piece to open the door to that property. John Dionis said I agree. The road package enabled this project to happen. It's the foresight of this community to put that in place to allow this to happen. Bo Summers said I look forward to a very long and successful relationship between the City of Jenks and Simon. Mayor Kelly Dunkerley said it's been a pleasure working with you. Our Staff has said many complimentary things about you and your staff and the due diligence you take on this property and looking at the entire region as well as investing in the Tulsa area. We couldn't be more excited that you chose Jenks and this site. All of the work that's been done in this city for over a decade to try to come to this point, and for you to make a decision to come here and partner with us and our communities, build on the partnerships we have with our public school system, this is a big thing for Jenks and for our area, and we commend you on the work you've done. Mayor Kelly Dunkerley closed the floor. Greg Bowman made a motion to approve JZ-580 PUD-100. Seconded by Bo Summers. A roll call vote of members was as follows:

Greg Bowman	Yes
Kevin Rowland	Yes
Bo Summers	Yes
Josh Wedman	Yes
Mike Sharp	Yes
Lonnie Sims	Yes
Mayor Kelly Dunkerley	Yes

OWNER
Tulsa Premium Outlets, L.L.C.
an Delaware limited liability company
c/o Simon Premium Outlets
60 Columbia Road
Building B, 3rd Floor
Morristown, NJ 07960
(973) 228.6111

PLANNED UNIT DEVELOPMENT No. 100

Tulsa Premium Outlets Amended

A subdivision in the City of Jenks, being part of the NE/4 of Section 30, Township 18 North,
Range 13 East of the Indian Meridian, Tulsa County, State of Oklahoma

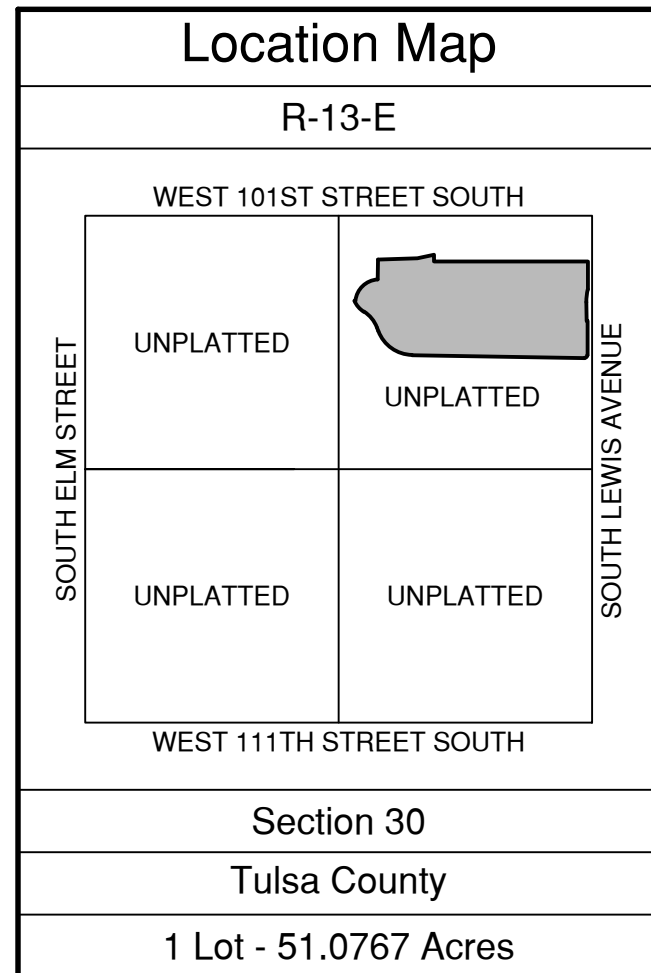
SURVEYOR
Tulsa Engineering & Planning Associates, Inc.
an Oklahoma corporation
9820 East 41st Street, Suite 102
Tulsa, Oklahoma 74146
Phone: 918.252.9621

CERTIFICATE OF AUTHORIZATION No. 531
RENEWAL DATE: JUNE 30, 2021

"Point of Commencement"
Found 0001 Brass Cap
The Northeast Corner of Section
30, T-18-N, R-13-E, Tulsa
County, State of Oklahoma

Creek Turnpike

Lot 1, Block 1
2,224,901 SF
51.0767 Acres



Legend

CB = Chord Bearing Doc. = Document
CL = Chord Length U/E = Utility Easement

Monument Notes

A 5/8" x 18" deformed bar with a yellow plastic cap stamped "TEP CA 531" to be set at all plat boundary corners, prior to recordation unless noted otherwise.

A 3/8" x 18" deformed bar with a yellow plastic cap stamped "TEP CA 531" to be set at all lot corners after completion of improvements, unless noted otherwise.

A 3/8" x 18" deformed bar with a yellow plastic cap stamped "TEP CA 531" to be set at all street centerline intersections, points of curve, points of tangent, points of compound curve, points of reverse curve, center of cul-de-sacs and center of eyebrows, after completion of improvements, unless noted otherwise.

Basis of Bearings

The non-astronomic bearings for this survey are based on an assumed bearing of S 00°07'09" W along the east line of the NE/4 of Section 30, T-18-N, R-13-E of the Indian Meridian, Tulsa County, State of Oklahoma, according to the Official U.S. Government Survey thereof.

Benchmark

Chiseled "X" on top of curb, on North side of Aquarium Drive (101st Street South) and in line with centerline of the tunnel under Creek Turnpike

ELEVATION = 616.37 NAVD 1988

FINAL PLAT

CERTIFICATE OF APPROVAL

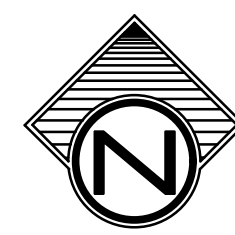
I hereby certify that this plat was approved by
the Jenks City Council

on _____

MAYOR - VICE MAYOR

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

CITY MANAGER



Tulsa Premium Outlets
Date of Preparation: October 25, 2019
Sheet 1 of 2

Found 5/8" Steel Pin w/Plastic Cap
stamped "RLS 1253"
The North Quarter Corner of Section
30, T-18-N, R-13-E, Tulsa County,
State of Oklahoma

The West line of the NE/4 of
Section 30, T-18-N, R-13-E,
Tulsa County, State of Oklahoma

Parcel CR-50 Report of Commissioners
(Book 5295, Page 800)
Parcel CR-50 Report of Commissioners
(Book 5376, Page 441)
Case CJ-89-3633

The North line of the NE/4 of
Section 30, T-18-N, R-13-E,
Tulsa County, State of Oklahoma

30' Dedication Deed (Book 4310, Page 546)
Case CJ-80-1475 (Book 5182, Page 1484)

Parcel CR-50 Report of Commissioners
(Book 5295, Page 800)
Parcel CR-50 Report of Commissioners
(Book 5376, Page 441)
Case CJ-89-3633

The East line of the NE/4 of
Section 30, T-18-N, R-13-E,
Tulsa County, State of Oklahoma

Parcel CR-50 Report
of Commissioners
(Book 5295, Page 800)
Parcel CR-50 Report
of Commissioners
(Book 5376, Page 441)
Case CJ-89-3633
Cul Claim Deed
(Book 5380, Page 1855)

30' Dedication Deed
(Book 4310, Page 546)
Case CJ-80-1475
(Book 5182, Page 1484)
Cul Claim Deed
(Book 5380, Page 1855)

$\Delta = 13^{\circ}05'40''$
 $R = 586.50'$
 $L = 134.04'$
 $CB = S 08^{\circ}39'59''W$
 $CL = 133.75'$

$\Delta = 89^{\circ}52'51''E$
 $12.00'$

$\Delta = 91^{\circ}03'54''$
 $R = 30.00'$
 $L = 47.68'$
 $CB = S 45^{\circ}39'06''W$
 $CL = 42.82'$

$\Delta = 80^{\circ}05'40''$
 $R = 250.00'$
 $L = 349.48'$
 $CB = N 46^{\circ}24'31''E$
 $CL = 321.71'$

$\Delta = 34^{\circ}27'55''$
 $R = 254.33'$
 $L = 152.99'$
 $CB = N 40^{\circ}25'49''W$
 $CL = 150.69'$

$\Delta = 37^{\circ}14'57''$
 $R = 334.67'$
 $L = 217.58'$
 $CB = N 39^{\circ}02'18''W$
 $CL = 213.76'$

$\Delta = 68^{\circ}24'07''$
 $R = 383.33'$
 $L = 457.64'$
 $CB = N 54^{\circ}36'53''W$
 $CL = 430.94'$

Backflow Preventer Valve

If the actual finished floor elevation is lower than one (1) foot above the up-stream sanitary sewer manhole top of rim elevation, it shall be the builder's responsibility to install a backflow preventer valve near the building. The builder is responsible to comply with all city ordinances regarding the installation of any required backflow preventer valve.

Line Table

No.	Bearing	Distance
L1	N 89°52'51"W	44.75'

Line Table

No.	Bearing	Distance
L1	N 32°47'05"E	18.07'
L2	N 01°11'50"E	107.97'
L3	N 18°30'42"E	15.00'
L4	S 37°05'34"W	15.00'
L5	N 00°07'41"E	15.00'
L6	N 01°11'13"E	71.66'
L7	N 81°11'03"E	15.00'
L8	N 88°48'57"W	15.00'
L9	N 89°21'46"E	10.00'
L10	N 81°11'03"E	10.00'
L11	N 90°00'00"E	10.00'
L12	N 77°17'03"W	29.92'
L13	N 09°39'08"W	88.78'
L14	N 73°45'57"W	49.97'
L15	N 16°11'03"E	18.51'

No.	Bearing	Distance
L16	S 73°48'57"E	10.00'
L17	S 18°11'50"E	8.51'
L18	N 00°44'32"W	15.00'
L19	S 01°06'08"W	10.00'
L20	S 68°11'08"W	27.53'
L21	S 21°11'03"W	12.44'
L22	N 68°48'57"W	10.00'
L23	S 88°00'56"W	10.00'
L24	N 69°28'32"W	10.00'
L25	S 18°10'39"W	48.81'
L26	N 73°49'21"W	10.00'
L27	S 81°16'58"W	26.40'
L28	S 63°39'43"W	51.49'
L29	S 81°11'19"W	49.97'
L30	N 08°48'51"W	18.03'

No.	Bearing	Distance
L31	S 75°11'58"W	33.88'
L32	S 79°07'56"E	69.45'
L33	S 69°43'22"E	30.04'
L34	S 40°38'26"W	13.00'
L35	S 49°21'32"W	10.00'
L36	N 88°59'51"W	38.39'
L37	N 76°11'25"E	10.53'
L38	S 13°48'35"E	10.00'
L39	S 82°47'12"E	55.46'
L40	S 07°12'48"W	10.00'
L41	N 88°59'51"W	40.26'
L42	S 57°55'28"W	44.51'
L43	S 88°56'26"E	106.16'
L44	S 47°06'56"E	43.06'
L45	N 44°24'26"E	35.02'

No.	Bearing	Distance
L46	N 62°42'22"E	10.00'
L47	N 62°42'22"E	10.00'
L48	S 27°17'38"E	24.72'
L49	N 08°48'57"W	21.90'
L50	S 08°48'57"E	24.67'
L51	N 81°11'03"E	10.00'
L52	S 87°01'18"E	10.00'
L53	N 16°11'38"E	24.67'
L54	S 73°48'22"E	10.00'
L55	N 73°34'26"E	27.54'
L56	S 18°25'34"E	10.00'
L57	S 77°32'51"W	49.94'
L58	S 48°08'46"W	10.00'
L59	N 44°51'14"W	24.81'
L60	S 73°52'41"E	10.00'

UNPLATTED
Owner:
River District Development
Group, LLC
Deed, Doc. No. 2006127969

Curve Table

No.	Delta	Radius	Length	Chord Bearing	Chord Distance
C1	24°25'43"	125.00'	183.76'	S 60°30'50"E	182.37'
C2	24°58'43"	421.00'	183.54'	N 60°31'59"W	182.09'
C3	05°04'57"	1005.62'	89.20'	S 27°56'30"W	89.17'
C4	31°33'46"	390.94'	215.36'	S 18°10'19"W	212.65'
C5	23°10'12"	137.67'	55.67'	S 05°55'00"W	55.29'
C6	20°50'17"	127.67'	46.43'	S 06°58'16"W	46.18'
C7	08°57'56"	127.67'	19.98'	S 12°55'52"E	19.96'
C8	08°58'48"	363.33'	56.94'	S 24°54'13"E	56.89'
C9	41°49'30"	375.00'	273.74'	S 68°01'41"E	267.71'
C10	01°05'14"	248.00'	4.71'	N 43°51'49"E	4.71'
C11	17°06'37"	248.00'	74.20'	N 52°58'45"E	73.93'
C12	17°19'22"	248.00'	74.98'	S 27°31'22"E	74.70'
C13	11°26'04"	798.04'	159.26'	N 86°54'08"E	159.00'
C14	12°51'24"	798.04'	179.07'	N 80°14'04"E	178.70'
C15	99°59'42"	288.00'	502.63'	S 23°48'31"E	441.23'

No.	Delta	Radius	Length	Chord Bearing	Chord Distance
C16	79°55'59"	263.00'	366.91'	S 66°09'20"W	337.87'
C17	04°56'16"	502.00'	43.26'	N 76°20'33"W	43.32'
C18	15°00'00"	502.00'	131.42'	N 86°18'57"W	131.05'
C19	16°39'26"	288.00'	86.64'	N 65°29'14"W	86.33'
C20	68°20'51"	238.00'	283.91'	N 42°59'05"W	267.37'
C21	53°13'06"	238.00'	221.06'	N 17°47'53"E	213.20'

Scale in Feet: 1" = 100'

TULSA PREMIUM OUTLETS
AMENDED

DEED OF DEDICATION
AND
RESTRICTIVE COVENANTS

PLANNED UNIT DEVELOPMENT No. 100

KNOW ALL MEN BY THESE PRESENTS:

THAT TULSA PREMIUM OUTLETS, LLC, an Delaware limited liability company, c/o Simon Premium Outlets, hereinafter referred to as the "Owner", is the owner of the following described land in the City of Jenks, Tulsa County, State of Oklahoma, to wit:

A tract of land located in the NE/4 of Section 30, T-18-N, R-13-E of the Indian Meridian, Tulsa County, State of Oklahoma, according to the Official U.S. Government Survey thereof, being more particularly described as follows:

Commencing at the northeast corner of Section 30, an ODOT Brass Cap;

Thence S 00°07'09" W toward the east quarter corner of Section 30, a 5/8" Steel Pin/No Cap, a distance of 476.63 feet;

Thence N 89°52'51" W a distance of 44.75 feet to the "Point of Beginning", being on the southerly Right of Way for "101st Place South" as recorded in the Tulsa County Clerk's office in Book 5580, Page 1845;

Thence S 00°07'09" W along a line that is 44.75 feet measured perpendicularly from the east line of the NE/4 of Section 30, a distance of 291.20 feet to a non-tangent curve to the left;

Thence along a non-tangent curve to the left with a central angle of 13°05'40", a radius of 586.50 feet, an arc length of 134.04 feet, a chord bearing of S 06°39'59" W and a chord length of 133.75 feet to a point that is 60.00 feet measured perpendicularly from the east line of the NE/4 of Section 30;

Thence S 00°07'09" W and tangent to the previous curve and along a line that is 60.00 feet measured perpendicularly from the east line of the NE/4 of Section 30, a distance of 196.42 feet;

Thence S 89°52'51" E a distance of 12.00 feet to a point that is 48.00 feet measured perpendicularly from the east line of the NE/4 of Section 30;

Thence S 00°07'09" W along a line that is 48.00 feet measured perpendicularly from the east line of the NE/4 of Section 30, a distance of 355.84 feet to a tangent curve to the right;

Thence along a tangent curve to the right with a central angle of 91°03'54", a radius of 30.00 feet, an arc length of 47.68 feet, a chord bearing of S 45°39'06" W and a chord length of 42.82 feet;

Thence N 88°48'57" W and tangent to the previous curve, a distance of 1796.84 feet to a tangent curve to the right;

Thence along a tangent curve to the right with a central angle of 68°24'07", a radius of 383.33 feet, an arc length of 457.64 feet, a chord bearing of N 54°36'53" W and a chord length of 430.94 feet;

Thence N 20°24'49" W and tangent to the previous curve, a distance of 40.66 feet to a tangent curve to the left;

Thence along a tangent curve to the left with a central angle of 37°14'57", a radius of 334.67 feet, an arc length of 217.58 feet, a chord bearing of N 39°02'18" W and a chord length of 213.76 feet to a tangent reverse curve to the right;

Thence along a tangent reverse curve to the right with a central angle of 34°27'55", a radius of 254.33 feet, an arc length of 152.99 feet, a chord bearing of N 40°25'49" W and a chord length of 150.69 feet;

Thence S 88°48'52" E and not tangent to the previous curve, a distance of 6.16 feet to a non-tangent curve to the right;

Thence along a non-tangent curve to the right with a central angle of 80°05'40", a radius of 250.00 feet, an arc length of 349.48 feet, a chord bearing of N 46°24'31" E and a chord length of 321.71 feet;

Thence N 01°04'11" E and not tangent to the previous curve, a distance of 205.63 feet to the southerly Right of Way for the "Creek Turnpike" as recorded in the Tulsa County Clerk's office in Book 5376, Page 441;

Thence N 87°55'09" E along the southerly Right of Way for the "Creek Turnpike", a distance of 411.51 feet;

Thence N 78°53'59" E along the southerly Right of Way for the "Creek Turnpike", a distance of 175.37 feet to the westerly Right of Way for "101st Place South" as recorded in the Tulsa County Clerk's office in Book 5580, Page 1845;

Thence S 00°12'35" W along the westerly Right of Way for "101st Place South", a distance of 69.39 feet;

Thence S 89°47'25" E along the southerly Right of Way for "101st Place South", a distance of 1125.00 feet;

Thence S 89°47'27" E along the southerly Right of Way for "101st Place South", a distance of 479.17 feet to the "Point of Beginning".

Said tract contains 2,224,901 square feet or 51.0767 acres.

The non-astronomic bearings for said tract are based on an assumed bearing of S 00°07'09" W along the east line of the NE/4 of Section 30, T-18-N, R-13-E of the Indian Meridian, Tulsa County, State of Oklahoma, according to the Official U.S. Government Survey thereof.

As Owner, I hereby certify that I have caused the above described land to be surveyed, divided, mapped, dedicated and access rights reserved as presented on the plat and has designated the subdivision as "TULSA PREMIUM OUTLETS", a subdivision in the City of Jenks, Tulsa County, Oklahoma.

SECTION I. EASEMENTS AND UTILITIES

1.1 Utility Easements

The Owner does hereby dedicate for public use the utility easements as depicted on the accompanying plat as "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 hereby reserves to itself, and to it's assigns, the right to use or delegate to others the right to use the designated easements and rights of way to provide any of the services set forth herein, including, but not limited to 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 re-laying 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 herein imposes a restrictive covenant, which covenant shall be binding on the lot owner and shall be enforceable by the City of Jenks, Oklahoma, and by the supplier of any affected utility service, that within the streets and 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 a street or 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.

1.2 Underground Service

1.2.1 Overhead poles may be located along the east perimeter of the subdivision along South Lewis Avenue 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. The Owner does hereby restrict the utility easements shown and designated on the accompanying plat to a single supplier of electrical service.

1.2.2 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 the private street shown on the plat of the subdivision. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in said easements.

1.2.3 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 right-of-way easement on said lot, covering a five-foot strip extending 2.5 feet on each side of such service cable or line, extending from the service pedestal, transformer or gas main to the service entrance on the structure or a point of metering.

1.2.4 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 to 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 reserves the perpetual right, privilege and authority to cut down, trim, or treat any trees and undergrowth on said easement.

1.2.5 The owner of each lot in the subdivision shall be responsible for the protection of the underground electric 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 such 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 service.

1.3 Water and Sewer Service

1.3.1 The owner of the lot shall be responsible for the protection of the public water mains and of the public sanitary sewer facilities located on the lot and shall prevent the alteration of grade or any construction activity which may interfere with said public water main, public sanitary sewer main, or storm sewer. 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 or sewer main, or any construction activity which would interfere with public water and sewer mains, shall be prohibited.

1.3.2 The City of Jenks, or its successors, will be responsible for ordinary maintenance of public water main, or public sanitary sewer main, but the owner of the lot will pay for damage or relocation of such facilities cause or necessitated by acts of the owner or his agents or contractors.

1.3.3 The City of Jenks or its successors through its proper agents and employees shall at all times have right of access with their equipment to all such easement-ways shown on said plat, or provided for in this deed of dedication for the purpose of installing, maintaining, removing, or replacing any portion of said underground water and sewer facilities.

1.3.4 The foregoing covenants concerning water and sewer facilities shall be enforceable by the City of Jenks or it successors, and the owner of the lot agrees to be bound hereby.

1.4 Surface Drainage

The lot shall receive and drain, in an unobstructed manner, the storm and surface waters from adjacent lots and drainage areas of higher elevation and from public streets and easements. The lot owner shall not construct or permit to be constructed any fencing or other obstructions which would impair the drainage of storm and surface waters over and across his lot. The foregoing covenants set forth in this subsection shall be enforceable by the lot owner and by the City of Jenks, Oklahoma.

SECTION II.
PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS, TULSA PREMIUM OUTLETS was submitted as part of a planned unit development (designated as PUD No. 100) as provided within Sections 900A thru 950A of the City of Jenks Zoning Code, as the same existed on September 28, 1972, which P.U.D. No. 100 was approved by the Jenks Planning Commission on December 10, 2015 and by the Jenks City Council on December 21, 2015; 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, Oklahoma, sufficient to assure the implementation and continued compliance with the approved planned unit development; and

WHEREAS, the Owner 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, its successors and assigns, and the City of Jenks, Oklahoma.

THEREFORE, the Owner does hereby impose the following restrictions and covenants which shall be covenants running with the land and shall be binding upon the Owner, its successors and assigns, and shall be enforceable as hereinafter set forth.

2.1 Permitted Uses

- Use Unit 1. Area Wide Uses By Right, limited to Storm Detention Facility, Open Space Landscape Buffering, Street Signage, Thoroughfare and Utility Lines
- Use Unit 10. Off-Street Parking Areas
- Use Unit 11. Offices, Studios
- Use Unit 12. Eating places other than Drive-Ins
- Use Unit 13. Convenience Goods and Services
- Use Unit 14. Shopping Goods and Services
- Use Unit 19. Hotel, Motel and Recreation Facilities
- Use Unit 21. Business Signs, Outdoor Advertising and Billboards, limited to Business Signs advertising the project and the business and activities located thereon
- And uses customarily accessory to permitted uses*

* Outdoor Special Events - Outdoor special events may be permitted. Outdoor special events may include, but are not limited to, outdoor music, sale of alcoholic beverages, erection of tents and other activities customarily associated with festivals, sidewalk sales, charity run/walks and other similar outdoor events.

2.2 Development Standards for Lot 1, Block 1

Land Area: 51.0767 acres, (2,224,901 S.F.)

Maximum Building Floor Area:
Use units 11, 12, 13, 14 and 19 excepting hotel/motel use 600,000 SF
Use unit 19 limited to hotel/motel uses Not to exceed 10 site acres 300,000 SF

Maximum Building Coverage 30% of net lot area

Minimum Building Set Backs:

From the north line of West 101st Street Place Right-of-Way 100 feet
From the east property lines 20 feet
From the south property lines 50 feet
From the west property lines 20 feet
From interior or lot lines* 10 feet
* if subdivided

Maximum Building Height: 90 feet**
** Architectural features permitted to exceed maximum height with detailed site plan approval.

Off-Street Parking:

Per City of Jenks Zoning Code for applicable Use Unit.

Landscaping:

Minimum Landscape Area 10% of net lot area

2.3 Detailed Site Plan Review

No building permit shall be issued until a Planned Unit Development detailed site plan of the proposed improvements has been submitted to the City of Jenks and approved as being in compliance with the development concept and the development standards.

2.4 Platting

No building permit shall be issued until the development phase for which a permit is sought has been included in a subdivision plat submitted to and approved by the City of Jenks Planning Commission, the 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 conceptual site plan, and the City of Jenks shall be a beneficiary thereof.

SECTION III.
ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

3.1 Enforcement and Duration

The restrictions herein set forth are covenants to run with the land and shall be binding upon the undersigned Owner, its grantees, successors and assigns and all parties claiming under it for a period of twenty-five (25) years from the date of recording hereof, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless amended or terminated as hereafter provided. If the undersigned Owner, or its successors or assigns shall violate any of the covenants hereon, it shall be lawful for the City of Jenks or any persons owning a lot situated within the subdivision to maintain an action at law or equity against the person or persons violating or attempting to violate any such covenant, and to prevent him/her or them from so doing or to compel compliance with the covenants or to recover damages for such violations.

4.2 Amendment

The provisions 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 lot, and with the approval of the City of Jenks, Oklahoma. The covenants contained within Section II. Planned Unit Development Restrictions may be amended or terminated at any time by a written instrument from the owner of the lot and approved by the City of Jenks. The provisions of any such instrument amending or terminating covenants shall be effective from and after the date it is properly recorded.

4.3 Severability

These restrictive covenants, together with the other documents incorporated by reference, shall construed as an entity and the pertinent sections of all instruments as a whole. The invalidity of any phrase, clause or provisions herein contained shall not serve to render the balance or this instrument void, or unenforceable, and the same shall be thereafter construed as if such phrase, clause or provision were not herein contained, or to otherwise give maximum effect to the intent of the undersigned. The failure of the grantor, or any successor in title, to enforce any given restriction or covenant, or

conditions at any time, or from time to time, shall not be deemed to be a waiver or relinquishment of any right or remedy nor a modification of these restrictions and protective covenants.

4.4 Definitions

In the event of ambiguity of any word or term set forth herein, the meaning thereof shall be deemed to be defined as set forth within the City of Jenks Zoning Code as the same existed on September 28, 1972 or as subsequently amended.

IN WITNESS WHEREOF, TULSA PREMIUM OUTLETS, LLC, an Delaware limited liability company executed this instrument this ___ day of _____, 2019.

TULSA PREMIUM OUTLETS, LLC
an Delaware limited liability company

Danielle De Vita
Vice President

State of Oklahoma)
County of Tulsa) s.s.

Before me, the undersigned, a notary public in and for said County and State on this ___ day of _____, 2019, personally appeared Robert A. Burk, Authorized Manager of TULSA PREMIUM OUTLETS, LLC, an Delaware limited liability company; and he acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

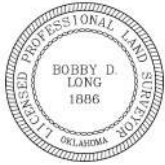
_____, Notary Public
My commission No. is _____
My commission expires _____

CERTIFICATE OF SURVEY

I, Bobby D. Long, of Tulsa Engineering & Planning Associates, Inc., a professional land surveyor registered in the State of Oklahoma, 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 "TULSA PREMIUM OUTLETS", a subdivision in the City of Jenks, Tulsa County, State of Oklahoma, is a representation of the survey made on the ground using generally accepted land surveying practices and meets or exceeds the Oklahoma Minimum Standards for the Practice of Land Surveying as adopted.

Witness my hand and seal this ___ day of _____, 2019.

Bobby D. Long
Registered Professional Land Surveyor
Oklahoma No. 1886



State of Oklahoma)
County of Tulsa) s.s.

Before me the undersigned, a notary public in and for said county and state, on this ___ day of _____, 2019, personally appeared Bobby D. Long, to me known to be the identical person who subscribed his name as Registered Professional Land Surveyor to the foregoing Certificate of Survey and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Jack Taber, Notary Public
My commission No. is 12005192
My commission expires May 31, 2020

TULSA PREMIUM OUTLETS AMENDED
Date of Preparation: November 18, 2019 Sheet 2 of 2

TULSA PREMIUM OUTLETS AMENDED

**DEED OF DEDICATION
AND
RESTRICTIVE COVENANTS**

PLANNED UNIT DEVELOPMENT No. 100

KNOW ALL MEN BY THESE PRESENTS:

THAT TULSA PREMIUM OUTLETS, LLC, a Delaware limited liability company, c/o Simon Premium Outlets, hereinafter referred to as the "Owner", is the owner of the following described land in the City of Jenks, Tulsa County, State of Oklahoma, to wit:

A re-subdivision of Lot 1, Block 1, "Tulsa Premium Outlets", a subdivision in the City of Jenks, Tulsa County, State of Oklahoma, according to the recorded plat thereof, Plat No. 6866, being more particularly described as follows:

Commencing at the northeast corner of said Section 30;

Thence S 00°07'09" W, along the east line of said NE/4, a distance of 476.63 feet;

Thence N 89°52'51" W a distance of 44.75 feet to the "Point of Beginning", said point being on the southerly Right of Way for A101st Place South@ as recorded in the Tulsa County Clerk=s office in Book 5580, Page 1845;

Thence S 00°07'09" W along a line that is 44.75 feet measured perpendicularly from the east line of said NE/4, a distance of 291.20 feet to a non-tangent curve to the left;

Thence along said non-tangent curve to the left with a central angle of 13°05'40", a radius of 586.50 feet, an arc length of 134.04 feet, a chord bearing of S 06°39'59" W and a chord length of 133.75 feet to a point that is 60.00 feet measured perpendicularly from the east line of said NE/4;

Thence S 00°07'09" W and tangent to the previous curve and along a line that is 60.00 feet measured perpendicularly from the east line of said NE/4, a distance of 196.42 feet;

Thence S 89°52'51" E a distance of 12.00 feet to a point that is 48.00 feet measured perpendicularly from the east line of said NE/4;

Thence S 00°07'09" W along a line that is 48.00 feet measured perpendicularly form the east line of said NE/4, a distance of 355.84 feet to a tangent curve to the right;

Thence along said tangent curve to the right with a central angle of 91°03'54", a radius of 30.00 feet, an arc length of 47.68 feet, a chord bearing of S 45°39'06" W and a chord length of 42.82 feet;

Thence N 88°48'57" W and tangent to the previous curve, a distance of 1796.84 feet to a tangent curve to the right;

Thence along said tangent curve to the right with a central angle of 68°24'07", a radius of 383.33 feet, an arc length of 457.64 feet, a chord bearing of N 54°36'53" W and a chord length of 430.94 feet;

Thence N 20°24'49" W and tangent to the previous curve, a distance of 40.66 feet to a tangent curve to the left;

Thence along said tangent curve to the left with a central angle of 37°14'57", a radius of 334.67 feet, an arc length of 217.58 feet, a chord bearing of N 39°02'18" W and a chord length of 213.76 feet to a tangent reverse curve to the right;

Thence along said tangent reverse curve to the right with a central angle of 34°27'55", a radius of 254.33 feet, an arc length of 152.99 feet, a chord bearing of N 40°25'49" W and a chord length of 150.69 feet;

Thence S 88°48'52" E and not tangent to the previous curve, a distance of 6.16 feet to a non-tangent curve to the right;

Thence along said non-tangent curve to the right with a central angle of 80°05'40", a radius of 250.00 feet, an arc length of 349.48 feet, a chord bearing of N 46°24'31" E and a chord length of 321.71 feet;

Thence N 01°04'11" E and not tangent to the previous curve, a distance of 205.63 feet to the southerly Right of Way for the ACreek Turnpike@ as recorded in the Tulsa County Clerk=s office in Book 5295, Page 800 and Book 5376, Page 441;

Thence N 87°55'09" E, along said southerly Right of, a distance of 411.51 feet;

Thence N 78°53'59" E along said southerly Right of Way, a distance of 175.37 feet to the westerly Right of Way for A101st Place South@ as recorded in the Tulsa County Clerk=s office in Book 5580, Page 1845;

Thence S 00°12'35" W along said westerly Right of Way, a distance of 69.39 feet;

Thence S 89°47'25" E along the southerly Right of Way of said A101st Place South@, a distance of 1125.00 feet;

Thence S 89°47'27" E along said southerly Right of Way, a distance of 479.17 feet to the "Point of Beginning".

Said tract contains 2,224,901 square feet or 51.0767 acres.

The non-astronomic bearings for said tract are based on an assumed bearing of S 00°07'09" W along the east line of the NE/4 of Section 30, T-18-N, R-13-E of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the Official U.S. Government Survey thereof.

As Owner, I hereby certify that I have caused the above described land to be surveyed, divided, mapped, dedicated and access rights reserved as presented on the plat and has designated the subdivision as "TULSA PREMIUM OUTLETS AMENDED@", a subdivision in the City of Jenks, Tulsa County, Oklahoma.

SECTION I. EASEMENTS AND UTILITIES

1.1 Utility Easements

The Owner does hereby dedicate for public use the utility easements as depicted on the accompanying plat as "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 hereby reserves to itself, and to its assigns, the right to use or delegate to others the right to use the designated easements and rights of way to provide any of the services set forth herein, including, but not limited to 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 re-laying over, across and along all of the utility easements depicted on the plat for the purpose of including but not limited to furnishing water and/or sewer services to the area included in the plat. The Owner herein imposes a restrictive covenant, which covenant shall be binding on the lot owner and shall be enforceable by the City of Jenks, Oklahoma, and by the supplier of any affected utility service, that within the streets and 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 a street or 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.

1.2 Underground Service

- 1.2.1 Overhead poles may be located along the east perimeter of the subdivision along South Lewis Avenue 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. The Owner does hereby restrict the utility easements shown and designated on the accompanying plat to a single supplier of electrical service.

- 1.2.2 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 the private street shown on the plat of the subdivision. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in said easements.
- 1.2.3 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 right-of-way easement on said lot, covering a five-foot strip extending 2.5 feet on each side of such service cable or line, extending from the service pedestal, transformer or gas main to the service entrance on the structure or a point of metering.
- 1.2.4 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 to 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 reserves the perpetual right, privilege and authority to cut down, trim, or treat any trees and undergrowth on said easement.
- 1.2.5 The owner of the lot in the subdivision shall be responsible for the protection of the underground electric 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 the lot in the subdivision will pay for damage or relocation of such facilities caused or necessitated by acts of such 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 service.

1.3 Water and Sewer Service

- 1.3.1 The owner of the lot shall be responsible for the protection of the public water mains and of the public sanitary sewer facilities located on the lot and shall prevent the alteration of grade or any construction activity which may interfere with said public water main, public sanitary sewer main, or storm sewer. 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 or sewer main, or any construction activity which would interfere with public water and sewer mains, shall be prohibited.

1.3.2 The City of Jenks, or its successors, will be responsible for ordinary maintenance of public water main, or public sanitary sewer main, but the owner of the lot will pay for damage or relocation of such facilities cause or necessitated by acts of the owner or his agents or contractors.

1.3.3 The City of Jenks or its successors through its proper agents and employees shall at all times have right of access with their equipment to all such easement-ways shown on said plat, or provided for in this deed of dedication for the purpose of installing, maintaining, removing, or replacing any portion of said underground water and sewer facilities.

1.3.4 The foregoing covenants concerning water and sewer facilities shall be enforceable by the City of Jenks or its successors, and the owner of the lot agrees to be bound hereby.

1.4 Surface Drainage

The lot shall receive and drain, in an unobstructed manner, the storm and surface waters from adjacent lots and drainage areas of higher elevation and from public streets and easements. The lot owner shall not construct or permit to be constructed any fencing or other obstructions which would impair the drainage of storm and surface waters over and across his lot. The foregoing covenants set forth in this subsection shall be enforceable by the lot owner and by the City of Jenks, Oklahoma.

SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS, TULSA PREMIUM OUTLETS was submitted as part of a planned unit development (designated as PUD No. 100) as provided within Sections 900A thru 950A of the City of Jenks Zoning Code, as the same existed on September 28, 1972, which P.U.D. No. 100 was approved by the Jenks Planning Commission on December 10, 2015 and by the Jenks City Council on December 21, 2015; 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, Oklahoma, sufficient to assure the implementation and continued compliance with the approved planned unit development; and

WHEREAS, the Owner 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, its successors and assigns, and the City of Jenks, Oklahoma.

THEREFORE, the Owner does hereby impose the following restrictions and covenants which shall be covenants running with the land and shall be binding upon the Owner, its successors and assigns, and shall be enforceable as hereinafter set forth.

2.1 Permitted Uses

- a). Use Unit 1. Area Wide Uses By Right, limited to Storm Detention Facility, Open Space Landscape Buffering, Street Signage, Thoroughfare and Utility Lines
- b). Use Unit 10. Off-Street Parking Areas
- c). Use Unit 11. Offices, Studios
- d). Use Unit 12. Eating places other than Drive-Ins
- e). Use Unit 13. Convenience Goods and Services
- f). Use Unit 14. Shopping Goods and Services
- g). Use Unit 19. Hotel, Motel and Recreation Facilities
- h). Use Unit 21. Business Signs, Outdoor Advertising and Billboards, limited to Business Signs advertising the project and the business and activities located thereon
- I). And uses customarily accessory to permitted uses*

* Outdoor Special Events - Outdoor special events may be permitted. Outdoor special events may include, but are not limited to, outdoor music, sale of alcoholic beverages, erection of tents and other activities customarily associated with festivals, sidewalk sales, charity run/walks and other similar outdoor events.

2.2 Development Standards for Lot 1, Block 1

Land Area: 51.0767 acres, (2,224,901 S.F.)

Maximum Building Floor Area:

Use units 11, 12, 13, 14 and 19
excepting hotel/motel use

600,000 SF

Use unit 19 limited to hotel/motel uses

Not to exceed 10 site acres

300,000 SF

Maximum Building Coverage

30% of net lot area

Minimum Building Set Backs:

From the north line of West 101st Place Right-of-Way

100 feet

From the east property lines

20 feet

From the south property lines

50 feet

From the west property lines

20 feet

From interior or lot lines*

10 feet

* if subdivided

Maximum Building Height:

90 feet**

** Architectural features permitted to exceed maximum height with detailed site plan approval.

Off-Street Parking:

Per City of Jenks Zoning Code for applicable Use Unit.

Landscaping:

Minimum Landscape Area

10% of net lot area

2.3 Detailed Site Plan Review

No building permit shall be issued until a Planned Unit Development detailed site plan of the proposed improvements has been submitted to the City of Jenks and approved as being in compliance with the development concept and the development standards.

2.4 Platting

No building permit shall be issued until the development phase for which a permit is sought has been included in a subdivision plat submitted to and approved by the City of Jenks Planning Commission, the 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 conceptual site plan, and the City of Jenks shall be a beneficiary thereof.

SECTION III.

ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

3.1 Enforcement and Duration

The restrictions herein set forth are covenants to run with the land and shall be binding upon the undersigned Owner, its grantees, successors and assigns and all parties claiming under it for a period of twenty-five (25) years from the date of recording hereof, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless amended or terminated as hereafter provided. If the undersigned Owner, or its successors or assigns shall violate any of the covenants hereon, it shall be lawful for the City of Jenks or any persons owning a lot situated within the subdivision to maintain an action at law or equity against the person or persons violating or attempting to violate any such covenant, and to prevent him/her or them from so doing or to compel compliance with the covenants or to recover damages for such violations.

4.2 Amendment

The provisions 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 lot, and with the approval of the City of Jenks, Oklahoma. The covenants contained within

Section II. Planned Unit Development Restrictions may be amended or terminated at any time by a written instrument from the owner of the lot and approved by the City of Jenks. The provisions of any such instrument amending or terminating covenants shall be effective from and after the date it is properly recorded.

4.3 Severability

These restrictive covenants, together with the other documents incorporated by reference, shall construed as an entity and the pertinent sections of all instruments as a whole. The invalidity of any phrase, clause or provisions herein contained shall not serve to render the balance or this instrument void, or unenforceable, and the same shall be thereafter construed as if such phrase, clause or provision were not herein contained, or to otherwise give maximum effect to the intent of the undersigned. The failure of the grantor, or any successor in title, to enforce any given restriction or covenant, or conditions at any time, or from time to time, shall not be deemed to be a waiver or relinquishment of any right or remedy nor a modification of these restrictions and protective covenants.

4.4 Definitions

In the event of ambiguity of any word or term set forth herein, the meaning thereof shall be deemed to be defined as set forth within the City of Jenks Zoning Code as the same existed on September 28, 1972 or as subsequently amended.

IN WITNESS WHEREOF, TULSA PREMIUM OUTLETS, LLC, a Delaware limited liability company executed this instrument this ____ day of _____, 2019.

TULSA PREMIUM OUTLETS, LLC
a Delaware limited liability company

Danielle De Vita, as Vice President of
Simon Premium Outlets, Inc., the Manager
of Tulsa Premium Outlets, LLC

State of Oklahoma)
) s.s.
County of Tulsa)

Before me, the undersigned, a notary public in and for said County and State on this ____ day of _____, 2019, personally appeared Danielle De Vita, as Vice President of Simon Premium Outlets, Inc., the Manager of Tulsa Premium Outlets, LLC, a Delaware limited liability company; and she acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

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

_____, Notary Public
My commission No. is _____
My commission expires _____

CERTIFICATE OF SURVEY

I, Bobby D. Long, of Tulsa Engineering & Planning Associates, Inc., a professional land surveyor registered in the State of Oklahoma, 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 "TULSA PREMIUM OUTLETS AMENDED", a subdivision in the City of Jenks, Tulsa County, State of Oklahoma, is a representation of the survey made on the ground using generally accepted land surveying practices and meets or exceeds the Oklahoma Minimum Standards for the Practice of Land Surveying as adopted.

Witness my hand and seal this ____ day of _____, 2019.

Bobby D. Long
Registered Professional Land Surveyor
Oklahoma No. 1886

State of Oklahoma)
) s.s.
County of Tulsa)

Before me the undersigned, a notary public in and for said county and state, on this ____ day of _____, 2019, personally appeared Bobby D. Long, to me known to be the identical person who subscribed his name as Registered Professional Land Surveyor to the foregoing Certificate of Survey and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Jack Taber, Notary Public
My commission No. is 12005192
My commission expires May 31, 2020

Police

11/13/19-11/19/19

- There were 78 citations, 131 traffic stops, 1 arrest, 312 calls for service, 2 Code Enforcement calls, 9 accidents, and 30 reports taken during this reporting period.
- Curfew Violation- The suspects were traveling on Elm above the posted speed limit. The suspects had more people than seatbelts in the vehicle. All of the suspects were under age 18 and out at 0330 hours.
- Larceny Auto-Suspect(s) took vehicle without permission depriving the owner of its use and value. 734 Plaza Drive
- Actual Physical Control 11811 S Ivy Pl Driver was 4 times over the legal limit.
- Shoplifting 535 W Main St. Jenks Beauty College student had backpack contents stolen.
- Trailer Theft 2009 E 132nd St Trailer stolen overnight.
- Dog Bite 3002 W F St. juvenile got off bus and was bitten by stray dog.
- Found Property 12020 S Date St. Drivers License was found by reporting party.
- Burglary from Auto 311 W Aquarium Pl. Ipad and gift card taken from unlocked car.
- Larceny from a house 410 N Forest St. Laptop stolen from house.
- DUI 10800 S Hwy 75 NB suspect wrecked vehicle into guardrail.
- Intel Report 11900 S 33rd West Ave. Investigated a possible DUI Driver.
- Trailer Theft 728 W Main St. Trailer stolen behind Josh's snow shack.
- This week detectives downloaded a cellphone using the Cellebrite application for the Oklahoma Department of Corrections related to a narcotics investigation involving inmates and correctional officers.
- An ongoing investigation is occurring with a social media threat made to Oklahoma First Bank. Suspect has been identified and lives in the Ada, Oklahoma area. I have requested to speak with a FBI agent about the threat. At this time, based on the information on the subject, the threat doesn't seem credible.
- Detective Scott and Sgt. Detective Bowdle have completed the CSI course through NSU-Broken Arrow and received their certificate in basic crime scene investigations.
- A couple of residential burglaries have occurred in the northern area of the city, however there has been no signs of forced entry, and only single objects missing.
- Larceny/Uttering Forged Instruments Stolen Check that was forged and written \$100 (319 E 122nd Ct)
- Vandalism (Cut Fence) 714 W 115th St
- Burglary from Auto – 132 W Main St – Broken Window and stolen purse.

Fire

Calls

From 11/13 to 11/20, Jenks Fire Rescue responded to 25 incidents. Of these incidents, 18 were EMS calls 2 were false alarms and 5 were other emergencies.

- 11/13-Elevator Rescue-Pioneer Village-Jenks Fire Rescue was dispatched to the report of people trapped in the elevator on the second floor. Crews were able to lower the elevator to the lobby, force open the doors and safely remove the people that were trapped.
- 11/13-Motor Vehicle Accident with Injuries-121st and Elm-Jenks Fire Rescue responded to the report of a semi versus car accident with injuries. Crews assisted JPD with traffic control and cleanup and EMSA with patient care.
- 11/15-Motor Vehicle Accident with Injuries-106th and Elm-Jenks Fire Rescue was dispatched to the report of a motor vehicle accident. Crews assisted EMSA with patient care and JPD with traffic

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control and cleanup.

- 11/15-Motor Vehicle Accident with Injuries-Northbound 75-Jenks Fire Rescue was dispatched to the report of a single-vehicle accident. Crews assisted EMSA with patient care and JPD with traffic control and cleanup.
- 11/18-Motor Vehicle Accident with Injuries-Ivy Pl-Jenks Fire Rescue responded to report of a single-vehicle accident. Crews assisted EMSA with patient care and JPD with traffic control and cleanup.
- 11/18-Possible Structure Fire-Mulberry Ct-Jenks Fire Rescue was dispatched to the report of a smell of smoke in a residence. Crews investigated and found no emergency situations.

Training

- Captain Morgans and Chief Ostrum attended a conference in Tulsa this week that focused on Ethics in the Fire Service and protecting the reputation of the fire department. This training was hosted by the International Association of Fire Chiefs and featured speakers from across the United States.

Extrication Equipment

- The new battery powered extrication equipment will be in service by December 1st.

Planning

PLANNING COMMISSION – Nov 21

- Yorktown Blocks 50-52 final plat General Location: NE corner 131st and South Elm
- ARC 19-479 – Request by Jason Davis for appearance approval to remodel and convert an existing house to an office. General Location: 324 E Aquarium Place.
- Tulsa Premium Outlets preliminary/conditional final plat

CITY COUNCIL – Dec 2

- Yorktown Blocks 50-52 final plat General Location: NE corner 131st and South Elm
- Tulsa Premium Outlets preliminary/conditional final plat

PLANNING COMMISSION – Dec 5

- JZ 19-647 – Request by Valerie Mann to rezone from RS-3 to CG. General Location: 424 West A St
- JL 19-344 – Request by Cory Woodham for approval of a lot combination to allow a house to be built across the common lot line of two adjacent lots. General Location: 10511 South Gum Street
- ARC 19-480 – Request by Lori Worthington for appearance approval of two ground-mounted monument tenant signs at Jenks on Main. General Location: 201 West Main Street

CITY COUNCIL – Dec 16

- JZ 19-647 – Request by Valerie Mann to rezone from RS-3 to CG. General Location: 424 West A St
- JL 19-344 – Request by Cory Woodham for approval of a lot combination to allow a house to be built across the common lot line of two adjacent lots. General Location: 10511 South Gum Street
- Request by SoCo Properties to approve an alternate to the masonry requirement in PUD 98.

JZ 19-645 PUD 118 - Perryman Ranch 80-acre single family residential development of which 51 acres contains 136 single-family lots up to a maximum of 155 lots and 29 acres is flood plain to remain undeveloped except for trails, picnic and playground areas, etc. ITEM TABLED UNTIL FURTHER NOTICE AT NOVEMBER 7 PLANNING COMMISSION. Applicant is preparing responses to all staff requests to date. When satisfied that the item is ready for the Planning Commission hearing, staff will distribute the required 20-days' notice before the meeting.

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Aquarium Place Apartments Preliminary Plat - Request by Wallace Engineering for plat approval. General Location: SW/corner S 3rd Street and E Aquarium Place – Tabled at Planning Commission Nov. 7. Staff is working with applicant to make ready for hearing; there is no mailed, newspaper, or sign notice given for plats, the item will appear on the Planning Commission Agenda and posted when ready, per normal practice.

OTHER PLANNING DEPARTMENT ACTIVITIES

- Horizon Jenks
 - Staff is reviewing Draft Vision Statement, Objectives, and Future Land Use Plan
 - Anticipate CAC Workshop to provide input on Draft Vision Statement, Objectives, and Future Land Use Plan, along with Community and Student Visioning Workshops Dec 11-12