

AGENDA
JENKS PUBLIC WORKS AUTHORITY
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. BUSINESS

1. Consideration and appropriate action relating to a request for approval of the Consent Agenda. (All matters listed under "Consent" are considered by the Authority to be routine and will be enacted by one motion. Any Board Member 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 JPWA 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 approve Change Order Number 1 for the Emergency Bank Stabilization Phase 2 project by River Solutions, LLC (Newcastle, NE) in the amount of \$4,575.00 and authorize the Mayor to execute this document; funding in the amount of \$4,575.00 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:

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

- E. 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 balance to be budgeted in Account No. 53-561-5392, JPWA Building and Improvements – Parks and Grounds Account.

Documents:

[1E - RESOLUTION 684 - CHURCHILL PARK TRAIL AGREEMENT.PDF](#)

- F. Request to approve Resolution No. 2019-12, a resolution amending the annual appropriations by \$70,835.00 from One-Cent Capital Fund Balance to account 53-561-5392 due to the Churchill Trail Improvement Project and \$4,575.00 from JPWA Risk Management Fund Balance to account 59-801-5250 due to the Bank Stabilization Project.

Documents:

[1F - JPWA SUPPLEMENTAL RES. 2019-12.PDF](#)

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

IV. OTHER BUSINESS

1. General Manager's Report

Documents:

[GENERAL MANAGER REPORT.PDF](#)

V. ADJOURNMENT

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

The Agenda for the Jenks Public Works Authority was posted in City Hall and on the City's website at 10:30 a.m. on November 13, 2019. The meeting was called to order at 8:48 p.m. on the above date by Chair Robert Lee. A roll call vote of members was taken as follows:

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

Business

1. Consideration and appropriate action relating to a request for approval of the Consent Agenda. (All matters listed under "Consent" are considered by the Authority to be routine and will be enacted by one motion. Any Board Member 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.
 - F. Request to approve Resolution No. 2019-11, a resolution amending the annual appropriations by \$36,500.00 from One-Cent Capital Fund Balance to account 53-522-5396, General Maintenance - Motor Vehicles account, due to the replacement of a truck.

Craig Murray made a motion to approve Item 1. Dawn Dyke seconded the motion. A roll call vote of members was taken as follows:

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

Motion Carried.

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

Withdrawn

Other Business

1. General Manager's Report. Chris Shrout stated that the General Manager's Report is in the packet.
2. Monthly Chamber Report. Josh Driskell present the Monthly Chamber Report.

Adjournment. Kaye Lynn made a motion to adjourn. Dawn Dyke seconded the motion. A roll call vote of members was taken as follows:

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

Motion carried. The Jenks Public Works Authority adjourned at 8:55 p.m.

Robert Lee, **CHAIRPERSON**

Brittany Long, **AUTHORITY SECRETARY**

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 231 GENERAL GOVERNMENT						
192622	2 -5548	SOURCE 2000 TULSA FORM & LAPO ORDER		11/2019	5098 11-08	833.36
DEPARTMENT TOTAL:					833.36	
DEPARTMENT: 252 CITY HALL						
192560	2 -5112	LOCKE SUPPLY	DATA CENTER	11/2019	38704999-00 11-11	719.90
192570	2 -5230	MURPHY SANITARY SUPPLY LLC	JANITORIAL SUPPLIES	11/2019	079945A 11-12	42.93
192571	2 -5230	MURPHY SANITARY SUPPLY LLC	JANITORIAL SUPPLIES	11/2019	079771 10-30	2.39
192567	2 -5449	HOME DEPOT/GECHF	SUPPLIES-POWER WASHING	11/2019	3012646 11-06	27.94
192584	2 -5847	D & C LAUNDRY	CITY HALL LAUNDRY	11/2019	427166 11-07	25.80
190032	2 -6212	SCOTT PRO	PEST CONTROL FY 19-20	11/2019	CITY HALL 11-25	229.00
192319	2 -6299	J H SOLUTIONS	DATA CENTER	11/2019	1602 11-15	720.00
192574	2 -6299	J H SOLUTIONS	ELEC WORK CITY HALL	11/2019	1594 11-07	320.00
190349	2 -6389	AIRE-MASTER COMMERCIAL HYGEFY	19/20 DEOD/CITY HALL	11/2019	12122682 11-25	84.00
DEPARTMENT TOTAL:					2,171.96	
DEPARTMENT: 511 CITY ENGINEER						
192093	2 -6184	SHI INTERNATIONAL CORP	DELL OPTIPLEX	11/2019	B10834984 11-04	1,515.76
DEPARTMENT TOTAL:					1,515.76	
DEPARTMENT: 523 DRAINAGE MAINTENANCE						
192581	2 -5624	GEM DIRT LLC	DIRT-SOUTH LAKES PROJ	11/2019	23518 11-13	336.00
192572	2 -5761	FENSCO, INC	DRAINAGE RPR SUPPLIES	11/2019	55500 10-23	1,221.00
192565	2 -5966	WARRIORS CONCRETE	WEST 115TH ST COPPERFIELD	11/2019	0001 10-15	3,800.00
191800	2 -6124	TULSA NEW HOLLAND	FUEL TANK/HYDRAULIC PUMP	11/2019	W088540 11-05	1,943.32
192573	2 -6299	J H SOLUTIONS	ELEC WORK-AQ STORM PUMP	11/2019	1590 10-31	560.00
DEPARTMENT TOTAL:					7,860.32	
DEPARTMENT: 531 WATER MAINTENANCE						
192583	2 -5249	REASOR'S	SUPPLIES-GARY 40TH ANNIV	11/2019	7739 10-31	78.11
192578	2 -5270	FINISHED EDGE	SEAT REPAIR-BACKHOE	11/2019	6757 11-12	400.00
192580	2 -5440	TULSA GRASS & SOD	SOD-JOBSITE CLEANUP	11/2019	0118055-IN 11-05	250.00
192566	2 -5791	OKLAHOMA ONE-CALL SYSTEM	INOKLAHOMA ONE CALL ANNUAL	11/2019	2019M0033A 11-01	2,132.30
192582	2 -6034	CORE MAIN/HD SUPPLY	WATERWORPLCMNT STOCK PARTS	11/2019	L464213 11-01	1,470.06
192568	2 -6331	SUMMIT TRUCK GROUP	PARTS-REPAIR SAND TRUCK	11/2019	411194370 11-06	213.35
DEPARTMENT TOTAL:					4,543.82	

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
-------	----------	------	---------------------	------	---------	--------

DEPARTMENT: 532 SEWER PLANT

192576	2 -6299	J H SOLUTIONS	ELEC WORK- SEWER PLANT	11/2019	1596 11-07	480.00
--------	---------	---------------	------------------------	---------	------------	--------

DEPARTMENT TOTAL: 480.00

DEPARTMENT: 533 SEWER MAINTENANCE

192585	2 -5398	DP SUPPLY CO., INC	CONCRETE ADJ RINGS	11/2019	018621 10-14	420.00
192579	2 -5511	O'REILLY AUTO PARTS	SUPPLIES-TRUCK RPRS	11/2019	2075-176145 11-06	128.39
192575	2 -6299	J H SOLUTIONS	ELEC WORK SKYLINE PUMP	11/2019	1595 11-07	240.00

DEPARTMENT TOTAL: 788.39

DEPARTMENT: 575 MAINTENANCE FACILITY

192569	2 -5175	CHARLEY MERRIMAN	SUPPLIES-ENTRY DOOR	11/2019	85992 10-31	12.95
192577	2 -5567	JENKS FENCE CO	RLCMT PRYS-SATELLITE GATE	11/2019	8476 11-05	300.00

DEPARTMENT TOTAL: 312.95

FUND TOTAL: 18,506.56

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 212 CITY CLERK						
192187	2 -6184	SHI INTERNATIONAL CORP	DELL DUAL MONITOR	11/2019	B10814693 10-30	158.00
190328	2 -6514	THE ULTIMATE SOFTWARE GROUP	ULTIPRO SOFTWARE FEES	11/2019	INV1151303 11-14	10.00
DEPARTMENT TOTAL:					168.00	
DEPARTMENT: 252 CITY HALL						
192620	2 -5175	CHARLEY MERRIMAN	OFFICE DOOR REPAIR	11/2019	85431 10-30	135.00
DEPARTMENT TOTAL:					135.00	
DEPARTMENT: 521 STREET MAINTENANCE						
191299	2 -6470	PROACTIVE LANDSCAPING	COMMONS PARK-HLDY LIGHT	11/2019	#64226 11-04	1,080.00
191300	2 -6470	PROACTIVE LANDSCAPING	CITY HALL-HOLIDAY LIGHTS	11/2019	#64203 10-24	2,605.00
DEPARTMENT TOTAL:					3,685.00	
FUND TOTAL:					3,988.00	
GRAND TOTAL:					22,494.56	

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 532 SEWER PLANT						
183174	2 -5564	MOHAWK MATERIALS	DRYING BED SAND	11/2019	464036A 11-06	304.88
DEPARTMENT TOTAL:					304.88	
FUND TOTAL:					304.88	

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 532 ** INVALID DEPARTMENT **						
183881	2 -6485	CP&Y INC	PROFESSIONAL ENGINEERING	11/2019	COJE1801042.00.08	1,500.00
DEPARTMENT TOTAL:						1,500.00
FUND TOTAL:						1,500.00
GRAND TOTAL:						1,804.88

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 212 CITY CLERK						
192673	2 -6488	WALTER GEROW	TURNPIKE TOLL- TRAINING	11/2019	11-06-19 TURNPIKE	8.00
DEPARTMENT TOTAL:					8.00	
DEPARTMENT: 213 CITY TREASURER						
192674	2 -6497	OPTIMIST CLUB OF JENKS	MEMBERSHIP DUES	11/2019	11-01-19 DUES-GERO	100.00
DEPARTMENT TOTAL:					100.00	
DEPARTMENT: 231 GENERAL GOVERNMENT						
192654	2 -5249	REASOR'S	BOSS'S DAY/COUNCIL SNACKS	11/2019	1663 10-16	190.92
DEPARTMENT TOTAL:					190.92	
DEPARTMENT: 252 CITY HALL						
192649	2 -5112	LOCKE SUPPLY	PARTS-ELEC WORK	11/2019	38740312-00 11-14	20.48
192650	2 -5112	LOCKE SUPPLY	PARTS-PARKING LOT LIGHTS	11/2019	38653959-00 11-15	519.21
192772	2 -5249	REASOR'S	SUPPLIES-CITY HALL	11/2019	3684 11-19	163.24
192644	2 -6064	MAGIC REFRIGERATION	REPAIRS- ICE MAKER	11/2019	18654 11-04	230.00
192761	2 -6299	J H SOLUTIONS	ELEC WORK-CITY HALL	11/2019	1597 11-14	480.00
192763	2 -6299	J H SOLUTIONS	ELEC WORK-FIRE STATION	11/2019	1599 11-14	320.00
DEPARTMENT TOTAL:					1,732.93	
DEPARTMENT: 511 CITY ENGINEER						
192639	2 -5284	OKLAHOMA FLOODPLAIN	OFMA ANNUAL MEMBERSHIP	11/2019	2867 11-01	10.00
192647	2 -5284	OKLAHOMA FLOODPLAIN	OFMA ANNUAL MEMBERSHIP	11/2019	OFMA 2019-20	110.00
192403	2 -6494	ADOBE INC.	ADOBE LICENSE	11/2019	260059500 11-06	277.11
DEPARTMENT TOTAL:					397.11	
DEPARTMENT: 523 DRAINAGE MAINTENANCE						
192770	2 -5511	O'REILLY AUTO PARTS	SUPPLIES-TRUCK RPRS	11/2019	2075-178079 11-22	50.41
DEPARTMENT TOTAL:					50.41	

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 531 WATER MAINTENANCE						
192645	2 -5136	OCT EQUIPMENT INC	PARTS-RPR BACKHOE	11/2019	S02004927-1 10-31	226.00
192641	2 -5175	CHARLEY MERRIMAN	SUPPLIES-RPRS TO TRUCK	11/2019	85655 11-08	82.45
192653	2 -5467	WELDON PARTS-TULSA	PARTS-RPR TRUCK	11/2019	2383288-00 11-06	35.14
192642	2 -5511	O'REILLY AUTO PARTS	SUPPLIES-RPRS CITY VEHICL	11/2019	2075-176217 11-07	163.50
192768	2 -5511	O'REILLY AUTO PARTS	SUPPLIES-TRUCK REPAIRS	11/2019	2075-177218 11-15	419.82
192773	2 -5642	SUPERIOR SIGNALS INC	LIGHTS-CITY VEHICLE	11/2019	15338941 11-15	743.04
192646	2 -5966	WARRIORS CONCRETE	300 RIVER WALK	11/2019	300 RIVER WALK	3,200.00
192774	2 -6181	TROJAN TIRE & AUTOMOTIVE	REPAIR/REPLACE TIRES	11/2019	60837 11-15	421.82
192640	2 -6476	PREMIER TRUCK GROUP OF TULSA	SUPPLIES-CITY VEHICLE	11/2019	125289490 11-08	85.17
DEPARTMENT TOTAL:					5,376.94	
DEPARTMENT: 532 SEWER PLANT						
192648	2 -5112	LOCKE SUPPLY	PARTS-ELEC RPRS WWTP	11/2019	38714117-00 11-12	334.56
192765	2 -5564	MOHAWK MATERIALS	SAND-DRYING BEDS	11/2019	464036 11-06	656.52
192762	2 -6299	J H SOLUTIONS	ELEC WORK-SEWER PLANT	11/2019	1598 11-14	320.00
DEPARTMENT TOTAL:					1,311.08	
DEPARTMENT: 533 SEWER MAINTENANCE						
192643	2 -5511	O'REILLY AUTO PARTS	SUPPLIES-RPRS TO TRUCK	11/2019	2075-177008 11-13	149.20
192767	2 -5511	O'REILLY AUTO PARTS	SUPPLIES- RPR JET RODDER	11/2019	2075-176902 11-12	21.99
192769	2 -5511	O'REILLY AUTO PARTS	SUPPLIES-TRUCK RPRS	11/2019	2075-177619 11-18	246.48
DEPARTMENT TOTAL:					417.67	
DEPARTMENT: 571 COMMUNITY ACTIVITIES						
192678	2 -5249	REASOR'S	6760/8156/8743/3373	11/2019	6760 11-06	206.63
DEPARTMENT TOTAL:					206.63	
DEPARTMENT: 575 MAINTENANCE FACILITY						
192771	2 -5249	REASOR'S	SUPPLIES-PW SHOP	11/2019	2462 11-19	21.71
192760	2 -5262	CINTAS CORPORATION	FIRST AID SUPPLIES	11/2019	5015326736 11-19	98.37
192764	2 -5640	LOWE'S BUSINESS ACCOUNT	SUPPLIES-COLD WEATHER	11/2019	10085 11-19	83.34
192759	2 -6534	BLUE SKY SUPPLY INC	COFFEE SUPPLIES-PW SHOP	11/2019	01405061 10-28	181.91
DEPARTMENT TOTAL:					385.33	
FUND TOTAL:					10,177.02	

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 532 SEWER PLANT						
192766	2 -5564	MOHAWK MATERIALS	SAND-DRYING BEDS	11/2019	464051 11-07	863.74
DEPARTMENT TOTAL:					863.74	
FUND TOTAL:					863.74	
GRAND TOTAL:					11,040.76	

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: N/A		NON-DEPARTMENTAL				
190472	2 -5320	COMMUNITY CARE	11-01-19 EAP MONTHLY FEE	11/2019	11-01-19 EAP FEE	54.59
DEPARTMENT TOTAL:						54.59
DEPARTMENT: 252		CITY HALL				
190042	2 -6164	COX COMMUNICATIONS(FORMERLY069560301	NOV 01, 19	11/2019	069560301 NOV 19	3,645.97
DEPARTMENT TOTAL:						3,645.97
DEPARTMENT: 531		WATER MAINTENANCE				
190093	2 -6129	CITY OF TULSA	423595 OCT 19 11-04-19	11/2019	423595 OCT 19	400.00
DEPARTMENT TOTAL:						400.00
FUND TOTAL:						4,100.56

PAID UNAPPROVED

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 211						
192443	2 -5918	CITY MANAGER JPMORGAN CHASE BANK NA	CTS TRAVEL-STRATEGIC GOV	11/2019	09-07-19 AMERICAN	834.00
DEPARTMENT TOTAL:						834.00
DEPARTMENT: 212						
192455	2 -5918	CITY CLERK JPMORGAN CHASE BANK NA	BUDGET BOOKS BINDING	11/2019	10-25-19 FEDEX	150.56
192456	2 -5918	JPMORGAN CHASE BANK NA	BUSINESS MEAL	11/2019	10-04-19 WATERFRON	75.01
DEPARTMENT TOTAL:						225.57
DEPARTMENT: 231						
192193	2 -5918	GENERAL GOVERNMENT JPMORGAN CHASE BANK NA	JAMF MOBILE MGMT-IPADS	11/2019	11-02-19 JAMF	54.00
192442	2 -5918	JPMORGAN CHASE BANK NA	CTS TRAVEL-ICMA CONF	11/2019	10-10-19 DELTA	711.30
192452	2 -5918	JPMORGAN CHASE BANK NA	FOOD & DRINKS-HALLOWEEN	11/2019	10-31-19 SAM'S CLU	93.72
192464	2 -5918	JPMORGAN CHASE BANK NA	IT BACKSTOCK	11/2019	10-23-19 AMAZON	202.90
DEPARTMENT TOTAL:						1,061.92
DEPARTMENT: 242						
192440	2 -5918	ECONOMIC DEVELOPMENT JPMORGAN CHASE BANK NA	TULSA CHAMBER INTERCITY	11/2019	09-25-19 SOUTHWEST	258.00
192441	2 -5918	JPMORGAN CHASE BANK NA	TULSA CHAMBER INTERCITY	11/2019	10-02-19 BRIT'S PU	59.61
192444	2 -5918	JPMORGAN CHASE BANK NA	CTS TRAVEL-TULSA CHAMBER	11/2019	09-26-19 DELTA	477.30
192445	2 -5918	JPMORGAN CHASE BANK NA	JW TRAVEL-TULSA CHAMBER	11/2019	09-26-19 DELTA2	477.30
192457	2 -5918	JPMORGAN CHASE BANK NA	TULSA WORLD SUBSCRIPTION	11/2019	09-12-19 BHM*OK NE	5.95
DEPARTMENT TOTAL:						1,278.16
DEPARTMENT: 252						
192447	2 -5918	CITY HALL JPMORGAN CHASE BANK NA	SUPPLIES FOR CITY HALL	11/2019	10-31-19 SAM'S	883.59
DEPARTMENT TOTAL:						883.59
DEPARTMENT: 511						
192449	2 -5918	CITY ENGINEER JPMORGAN CHASE BANK NA	EXPENDITURES-AWWA CONF	11/2019	10-18-19 INDIA CLA	830.52
192450	2 -5918	JPMORGAN CHASE BANK NA	ECON DEV DISCUSSION	11/2019	10-09-19 WATERFRON	40.67
192458	2 -5918	JPMORGAN CHASE BANK NA	REAL ESTATE ASSOC TICKET	11/2019	10-31-19 EB TULSA	100.99
DEPARTMENT TOTAL:						972.18

PAID UNAPPROVED

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 514 TECH & COMMUNICATIONS						
192459	2 -5918	JPMORGAN CHASE BANK NA	IT BACKSTOCK	11/2019	10-24-19 AMAZON	159.10
192461	2 -5918	JPMORGAN CHASE BANK NA	IT BACKSTOCK	11/2019	10-31-19 AMAZON	94.90
192462	2 -5918	JPMORGAN CHASE BANK NA	IT BACKSTOCK	11/2019	10-29-19 AMAZON	146.80
192463	2 -5918	JPMORGAN CHASE BANK NA	IT BACKSTOCK	11/2019	10-21-19 AMAZON	169.94
192465	2 -5918	JPMORGAN CHASE BANK NA	IT BACKSTOCK	11/2019	10-22-19 AMAZON	209.50
DEPARTMENT TOTAL:						780.24
DEPARTMENT: 523 DRAINAGE MAINTENANCE						
192451	2 -5918	JPMORGAN CHASE BANK NA	LUNCH-SOUTHLAKES SYCAMORE	11/2019	10-07-19 MCDONALD'	48.59
192454	2 -5918	JPMORGAN CHASE BANK NA	REPAIRS TRAILER JACK	11/2019	10-10-19 CANADY TR	251.81
DEPARTMENT TOTAL:						300.40
DEPARTMENT: 531 WATER MAINTENANCE						
192446	2 -5918	JPMORGAN CHASE BANK NA	SUPPLIES-RPR SENIOR BUS	11/2019	10-30-19 DIAMOND C	80.14
192448	2 -5918	JPMORGAN CHASE BANK NA	MONTHLY CAR WASH	11/2019	09-12-19 TIDAL WAV	51.98
192453	2 -5918	JPMORGAN CHASE BANK NA	LUNCH MEETING	11/2019	10-25-19 ELMER'S B	50.86
DEPARTMENT TOTAL:						182.98
DEPARTMENT: 571 COMMUNITY ACTIVITIES						
192439	2 -5918	JPMORGAN CHASE BANK NA	SUPPLIES SRS KITCHEN	11/2019	10-30-19 WALMART	43.01
DEPARTMENT TOTAL:						43.01
FUND TOTAL:						6,562.05
GRAND TOTAL:						6,562.05

PAID UNAPPROVED

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 532		SEWER PLANT				
190852	2 -6426	VEOLIA WATER NORTH AMERICA	8/1/19-6/30/20 WWTP SERVI	11/2019	90208986 09-01	42,668.94
DEPARTMENT TOTAL:						42,668.94
FUND TOTAL:						42,668.94
GRAND TOTAL:						42,668.94

PAID UNAPPROVED

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 212						
192396	2 -6148	CITY CLERK	SUNDANCE OFFICE SUPPLY INC 385033 11-06/23507CM 11-6	11/2019	385033 11-06	91.50
DEPARTMENT TOTAL:						91.50
DEPARTMENT: 214						
192396	2 -6148	CITY ATTORNEY	SUNDANCE OFFICE SUPPLY INC 385033 11-06/23507CM 11-6	11/2019	23507CM 11-06	5.06-
DEPARTMENT TOTAL:						5.06-
DEPARTMENT: 523						
192535	2 -5640	DRAINAGE MAINTENANCE	LOWE'S BUSINESS ACCOUNT 01052 11-05	11/2019	01052 11-05	119.22
DEPARTMENT TOTAL:						119.22
DEPARTMENT: 590						
192534	2 -5281	SOLID WASTE	110083102 NOV DISPOSAL	11/2019	110083102 NOV DISP	20.35
192395	2 -5843	CITY OF TULSA	0005423062 11-01	11/2019	0005423062 11-01	114.10
DEPARTMENT TOTAL:						134.45
FUND TOTAL:						340.11

PAID UNAPPROVED

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 216 PERSONNEL						
192407	2 -6148	SUNDANCE OFFICE SUPPLY INC	385538 11-11/385553 11-11	11/2019	385538 11-11-	38.70
DEPARTMENT TOTAL:						38.70
DEPARTMENT: 218 ADMIN SUPPORT/RECORDS						
192407	2 -6148	SUNDANCE OFFICE SUPPLY INC	385538 11-11/385553 11-11	11/2019	385553 11-11	14.29
DEPARTMENT TOTAL:						14.29
DEPARTMENT: 231 GENERAL GOVERNMENT						
192407	2 -6148	SUNDANCE OFFICE SUPPLY INC	385538 11-11/385553 11-11	11/2019	385538 11-11	154.27
DEPARTMENT TOTAL:						154.27
DEPARTMENT: 511 CITY ENGINEER						
192409	2 -5671	OTA PIKEPASS CUSTOMER SVC	20191093974 NOV 2019	11/2019	6116806 NOV 2019	50.15
DEPARTMENT TOTAL:						50.15
DEPARTMENT: 531 WATER MAINTENANCE						
192409	2 -5671	OTA PIKEPASS CUSTOMER SVC	20191093974 NOV 2019	11/2019	6345069 NOV 2019	0.75
DEPARTMENT TOTAL:						0.75
DEPARTMENT: 533 SEWER MAINTENANCE						
192409	2 -5671	OTA PIKEPASS CUSTOMER SVC	20191093974 NOV 2019	11/2019	2610994 NOV 2019	9.75
190019	2 -6222	O G & E	129904593-8 DEC 2019	11/2019	129904593-8 DEC 19	140.44
DEPARTMENT TOTAL:						150.19
DEPARTMENT: 571 COMMUNITY ACTIVITIES						
192409	2 -5671	OTA PIKEPASS CUSTOMER SVC	20191093974 NOV 2019	11/2019	5056537 NOV 2019	0.75
DEPARTMENT TOTAL:						0.75
FUND TOTAL:						409.10

PAID UNAPPROVED

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 215		REVENUE COLLECTIONS				
190033	2 -5594	TYLER TECHNOLOGIES INC	025-279287 12-01	11/2019	025-279287 12-01	360.00
					DEPARTMENT TOTAL:	360.00
DEPARTMENT: 242		ECONOMIC DEVELOPMENT				
190030	2 -5208	TULSA TRANSIT	FY 19-20 PARATRANSIT BILL	11/2019	IVC032972 11-15	2,375.84
					DEPARTMENT TOTAL:	2,375.84
					FUND TOTAL:	2,735.84

PAID UNAPPROVED

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 533		SEWER MAINTENANCE				
190018	2 -5057	EAST CENTRAL ELECTRIC	ELECTRIC JUL 19/JUN 20	11/2019	3993000 DEC 2019	524.41
DEPARTMENT TOTAL:						524.41
FUND TOTAL:						524.41

PAID UNAPPROVED

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 522		GENERAL MAINTENANCE				
192204	2 -6129	CITY OF TULSA	AUCTION PURCHASES	11/2019	100092 11-09	24,000.00
DEPARTMENT TOTAL:						24,000.00
FUND TOTAL:						24,000.00

PAID UNAPPROVED

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 252		CITY HALL				
186004	2 -5918	JPMORGAN CHASE BANK NA	OFFICE CHAIRS	11/2019	08-13-19 MACY'S	886.75
DEPARTMENT TOTAL:						886.75
FUND TOTAL:						886.75
GRAND TOTAL:						886.75

PAID UNAPPROVED

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 252		CITY HALL				
192397	2 -6148	SUNDANCE OFFICE SUPPLY INC	382453.3/384389/384522	11/2019	382453.3 11-08	1,123.30
DEPARTMENT TOTAL:						1,123.30
DEPARTMENT: 521		STREET MAINTENANCE				
192618	2 -6232	B-LINE MOTORS	2011 CHEVY CARGO VAN 1500	11/2019	2011 CHEVY VAN	14,000.00
DEPARTMENT TOTAL:						14,000.00
FUND TOTAL:						15,123.30
GRAND TOTAL:						15,463.41

PAID UNAPPROVED

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 523		DRAINAGE MAINTENANCE				
190053	2 -5875	ANCHOR STONE CO	STORM DRAIN STREET REPAIR	11/2019	192375109 10-04	3,121.58
DEPARTMENT TOTAL:						3,121.58
FUND TOTAL:						3,121.58
GRAND TOTAL:						3,121.58

PAID UNAPPROVED

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 252		CITY HALL				
185489	2 -6506	DP BYERS COMPANY, LLC	7201 08-28 ROOF MEMBRANE	11/2019	7201 08-28 ROOF	20,600.10
DEPARTMENT TOTAL:						20,600.10
FUND TOTAL:						20,600.10
GRAND TOTAL:						20,600.10

PAID UNAPPROVED

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 514		RADIO COMMUNICATIONS				
190006	2 -5415	BANCFIRST	0490089550 11-19 PR	11/2019	0490089550 11-19PR	22,322.33
DEPARTMENT TOTAL:						22,322.33
FUND TOTAL:						22,322.33
GRAND TOTAL:						22,322.33

PAID UNAPPROVED

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 514		RADIO COMMUNICATIONS				
190038	2 -6284	COX COMMUNICATIONS	2019/2020 FIBER CONNECTIO	11/2019	070978301 11-15-19	782.50
DEPARTMENT TOTAL:						782.50
FUND TOTAL:						782.50
GRAND TOTAL:						782.50

PAID UNAPPROVED

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 514		RADIO COMMUNICATIONS				
190038	2 -6284	COX COMMUNICATIONS	2019/2020 FIBER CONNECTIO	11/2019	070978801 11-18-19	669.26
DEPARTMENT TOTAL:						669.26
FUND TOTAL:						669.26
GRAND TOTAL:						1,193.67

PAID UNAPPROVED

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 514		RADIO COMMUNICATIONS				
190039	2 -6287	TALKRADIO LLC	2019-2020 LEASE	11/2019	8286 11-15	2,500.00
DEPARTMENT TOTAL:						2,500.00
FUND TOTAL:						2,500.00
GRAND TOTAL:						5,235.84

PAID UNAPPROVED

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 214		CITY ATTORNEY				
192676	2 -6148	SUNDANCE OFFICE SUPPLY INC	386136/386312/384230	11/2019	384230 10-30	5.06
DEPARTMENT TOTAL:						5.06
DEPARTMENT: 231		GENERAL GOVERNMENT				
192676	2 -6148	SUNDANCE OFFICE SUPPLY INC	386136/386312/384230	11/2019	386312 11-18	260.93
DEPARTMENT TOTAL:						260.93
DEPARTMENT: 531		WATER MAINTENANCE				
192683	2 -5456	TIMMONS OIL COMPANY INC	BI30867 11-08-19 DIESEL	11/2019	BI30867 11-08	164.24
DEPARTMENT TOTAL:						164.24
DEPARTMENT: 575		MAINTENANCE FACILITY				
192676	2 -6148	SUNDANCE OFFICE SUPPLY INC	386136/386312/384230	11/2019	386136 11-15	33.91
DEPARTMENT TOTAL:						33.91
FUND TOTAL:						464.14

PAID UNAPPROVED

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 252		CITY HALL				
192677	2 -6148	SUNDANCE OFFICE SUPPLY INC 381796.1/382453.1/23555CM				408.84
				DEPARTMENT TOTAL:		408.84
				FUND TOTAL:		408.84
				GRAND TOTAL:		872.98

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

EV



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: **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: _____



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.

REMAINDER OF PAGE INTENTIONALLY BLANK

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.

Resolution No. 2019-12

A RESOLUTION OF THE TRUSTEES OF THE JENKS PUBLIC WORKS AUTHORITY OF THE CITY OF JENKS, OKLAHOMA ADOPTING AMENDMENTS TO THE ANNUAL REVENUES AND APPROPRIATIONS FOR THE BUDGET OF JENKS PUBLIC WORKS AUTHORITY OF THE CITY OF JENKS, OKLAHOMA, FOR FISCAL YEAR ENDING JUNE 30, 2020.

WHEREAS, the Jenks Public Works Authority has unexpected expenditures which have not been appropriated in the budget for fiscal year 2019-2020; and

WHEREAS, the Jenks Public Works Authority has unexpended unencumbered cash balances on hand for the fiscal year 2019-2020; and

WHEREAS, the Jenks Public Works Authority is required to make supplemental appropriations for revenue sources and expenditures not appropriated in the budget;

NOW THEREFORE BE IT RESOLVED by the Trustees for the Jenks Public Works Authority that the following supplemental appropriations be made:

JPWA ONE CENT CAPITAL (FUND 53)

Revenue: Fund Balance	\$ 70,835.00
Expenditure: 53-561-5392 Building and Improvements	\$ 70,835.00

JPWA RISK MANAGEMENT (FUND 59)

Revenue: Fund Balance	\$ 4,575.00
Expenditure: 59-801-5250 Contractual Services	\$ 4,575.00

PASSED BY THE TRUSTEES OF THE JENKS PUBLIC WORKS AUTHORITY of the City of Jenks, Oklahoma, and signed by the Chairman this 2nd day of December 2019.

Robert Lee, Chairman

Attest:

Brittany Long, Authority Secretary

Approved as to form:

Teresa Nowlin, Authority Attorney

Engineering Projects - Weekly Update

111th Street (Elwood to US Highway 75) Project: This project has been on-going for some time. Design is being performed by BKL, Inc. All rights-of-way have been acquired and utilities relocations are almost complete. This project received additional funding for the INCOG FFY 2021 STP program in the order of \$2.5 million. ODOT has moved the tentative letting date for this project to February 2020.

Update:

No new updates.

Elm Street (111th Street to 131st Street) Project: Marquardt Engineering LLC was awarded the contract for the design plans. The conceptual design plans were approved by City Council on January 3, 2017. Design plans have been submitted and have been reviewed by Staff. The right-of-way acquisition agent subcontracted to our design engineer has tabulated preliminary estimates on rights-of-way acquisition showing approximately \$1.5 million needed. An additional \$54,000 for temporary construction easements was also estimated. Several agreements with the various pipelines that cross Elm Street are being sought to relocate/modify the pipelines that are impacted by the proposed widening. PSO is working on a relocation plan for their power poles located on the west side of Elm Street from 121st Street to 131st Street.

Update:

Staff is waiting for the full contract amendment from Marquardt Engineering for additional engineering design. Staff will bring the contract amendment to City Council once it has been received and reviewed by staff.

Main Street (Date to TSU Railroad) Project: McClelland Engineering was awarded the contract for engineering on June 2, 2016. A preliminary concept plan was submitted to staff in November 2016. The Concept plan was approved by City Council. 40% Plans were submitted in December 2017. Staff met with McClelland Engineering on January 24, 2018 to discuss the current plans and asked for corrections to be made to the plans before submittal to ODOT. Staff reviewed revised plans with McClelland on July 10, 2018. Staff submitted the required documentation to start the environmental clearance through ODOT in May 2019. Environmental Review is expected to be finished in spring 2020. A 40% Plan review meeting was held with ODOT on October 7, 2019.

Update:

No new updates.

Elwood (111th Street to Main Street) Project: Project has been under design by BKL, Inc. Environmental clearance for the project has been completed by ODOT. Applications to INCOG for Phase 2 and Phase 3 of the Elwood Ave project were submitted in February 2019. INCOG awarded funding for Phase 2 in March 2019. Right of Way staking and appraising was completed by August 2019. Elwood Ave Phase 3 is expected to be on the next round of STP applications that are due in early 2020.

Update:

No new updates

Churchill Trail Project: Funding for this project has been approved in the amount of \$74,977.88 in federal funds and \$24,992.62 in City funds for an estimated total of \$99,970.50. Design plans were required to be designed per ODOT specifications and requirements. A contract for engineering design with Marquardt Engineering was approved. Staff received the environmental clearance report from ODOT. ODOT has moved the tentative letting date for this project to February 2020.

Update:

ODOT Project Funding Agreement will be on the December 02, 2019 City Council Agenda. The total cost of the project has been estimated at \$285,813. The city portion to be paid to ODOT is \$210,835. Current FY 19/20 Budget contains \$140,000 for this project. \$70,835 will need to be appropriated from the JPWA One-Cent Capital Fund.

1st Street (Aquarium Place to Aquarium Drive) Project: Engineering for this project was included in the FY 17-18 budget. Professional Engineering Consultants was awarded the contract. A kickoff meeting with PEC Engineering was held on June 6, 2018. Preliminary plans were reviewed September 21, 2018. Plans were submitted on December 14, 2018 for staff review. Contract amendment was approved by Council on April 1, 2019 for water line relocation design. Staff is awaiting a Union Pacific Railroad agreement for sidewalk on railroad property.

Update:

No new update.

7th Street (Aquarium Place to Aquarium Drive) Project: Engineering for this project was included in the FY 17-18 budget. Professional Engineering Consultants was awarded the contract. A kickoff meeting with PEC Engineering was held on June 6, 2018. Preliminary plans were reviewed September 21, 2018. Plans were submitted on December 14, 2018 for staff review. Contract amendment was approved by Council on April 1, 2019 for waterline relocation design.

Update:

No new update

"B" Street sidewalk (5th to Elm): A project for design and construction of this sidewalk in the amount of \$350,000 was approved at the November 6, 2019 City Council meeting. The application for funding using Vision 2025 surplus funds was reviewed and approved by INCOG. Professional Engineering Consultants (PEC) was awarded the contract. This project was shifted from Vision 2025 excess funding to Vision Sales Tax Extension funding. Preliminary plans were reviewed September 21, 2018. Staff is awaiting a Union Pacific Railroad agreement for sidewalk on railroad property.

Update:

Final Plans are expected to be submitted before December 20, 2019. Staff received the approved sidewalk easement documents from Jenks Public Schools. Staff will bring this easement to City Council on December 2, 2019 for approval.

101st Street sidewalk (Elm to Barkwest): A project for design and construction of this sidewalk along the north side of 101st Street from Elm Street to Barkwest is under design. A survey has been performed and received by staff. Staff is currently designing the layout of the sidewalk and will need to coordinate with Tulsa County on crossing over the Training Levee into Parkwest. A crosswalk and pedestrian signals will be designed crossing from the north side to the south side of 101st Street.

Update:

No new updates.

Pavement Management Program: FY18-19 Street Maintenance capital projects are included in this category.

Maintenance Projects:

- Staff sent out Preventative Maintenance project for bids.
- Staff sent out Street Improvement projects for bids.

Street Reconstruction Projects:

- **Frailey Addition** (Forest Street south of 91st Street to "C" Street) – Survey is complete. Project is to be included with Melody Lane Overlay project with Tulsa County.
- **1st Street** (north of "K" Place) – Survey is complete. Street rehabilitation plans are being drafted and expected to be ready for bid in early 2020.
- **2nd Street** (north of "K" Place) - Survey is complete. Street rehabilitation plans are being drafted and expected to be ready for bid in early 2020.
- **Cain & Wilson Industrial Park** (south of 91st Street along east side of Elm) – Survey is complete. Street rehabilitation plans are being drafted and expected to be ready for bid by early 2020.
- **Date Street (111th to 113th Court) & 113th Court (Fox Run):** Survey is complete
- **Melody Lane South:** Melody Lane South Milling Project was approved by Council on June 17, 2019 and awarded to A&A Asphalt.

Update:

No new updates.

Wastewater Treatment Plant – Phase 1 Improvements: Staff and CP&Y met on July 23, 2018 to discuss the proposed Capital Improvement Program for upgrades at the WWTP. An engineering proposal for design of the Phase 1 required improvements as suggested in the master plan was requested from CP&Y for the upgrades that are needed by 2020. Engineering proposal for design of recommended Phase 1 improvements by CP&Y was approved by City Council at the February 4th meeting. Revised projected costs of construction have been submitted. Changes were made in the aeration system and UV disinfection and several costs from future phases are being recommended for Phase 1.

Update:

No new updates.

Veteran's Park Improvements: GS Helms and Associates has been asked to provide scope and cost for Improvements to Veterans Park which include a splash pad and to extend the existing trail ¼ to ½ miles.

Update:

No new updates.

S. James Water and Sewer Extension (TIF #4): In July 2014, a Tax Increment Financing (TIF) district (TIF #4) was established to help in the development of the area north of 121st Street, west of US Highway 75. Some infrastructure required for future development is an extension of water and sanitary sewer from the present terminus of South James Avenue. To facilitate extension of these utilities into the TIF #4 area and the commercial corridor along 121st Street, a project was defined and approved by City Council using Vision 2025 Surplus Funds in November 2017. On March 4, 2019, Council approved an agreement with TEP, Inc. to provide design services for the south James Water and Sewer Extension to 121st Street. Concept plans. Staff has received conceptual layout from TEP. Staff has requested additional information from TEP concerning the conceptual layout.

Update:

No new updates.

Tulsa County Projects: 91st Street and 121st Street Tulsa County Projects. Per an update from Tulsa County on October 16, 2018

- 91st Street project - Design is currently underway. A right turn lane will be added for eastbound traffic at Elwood Ave. The remainder of the intersection will be left as-is. The bridge at Hagar Creek may be replaced. Depending on the Rights-of-Way acquisition and utility relocations process and a flexible phasing of this project to accommodate the school, construction may begin in late 2019 to mid-2020. Staff has requested that Tulsa County add sidewalks and/or pedestrian trails to this project.
- 121st Street project – Design is in the preliminary stage. Tulsa County has started the environmental review process. Plans currently show widening to four lanes with curb and gutter and storm sewer, and replacing two bridges. The intersection at Elwood will be widened to four lanes with left turn lanes and it will be signalized. This project may start construction in late 2020. Tulsa County will coordinate the construction with our 111th Street construction. Staff has requested that Tulsa County add sidewalks and/or pedestrian trails to this project.

Update:

Tulsa County is hosting a public comments meeting on December 10, 2019 in Glenpool at 6pm for the 121st Street (Elwood to US75) project.

Commercial Projects
<u>Village on Main Retail:</u> Earth Change permit and plans have been submitted for staff review.
<u>Kimberly Clark:</u> The site is being graded.
<u>Yale Cleaners (Elm, south of 111th Street):</u> Construction is underway.
<u>Candle Wood Suites (Gateway Plaza):</u> Earth Change permit was issued. Civil plans have been approved. DEQ permit is under ODEQ review.
<u>Trojan II Mini Storage - adjacent to Fire Station #2:</u> The site is being graded. Building permit has been issued.
<u>South County Crossing – East of Fire station #2:</u> The on-site public infrastructure has been completed.
<u>Starbucks (Duncan & Elm Street):</u> Civil plans and building permits have been approved.
<u>Tulsa Premium Outlets:</u> Civil plans, floodplain permit, & earth change permit have been approved. Staff is working with the design engineers to obtain a railroad crossing permit from Union Pacific. Enable Gas is finishing their relocation.
Subdivision Projects
<u>Frazier Meadows (131st & Harvard):</u> A preliminary earth change permit for rough grading and clearing of the site has been approved. Civil plans have not been approved.
<u>Stone Bluff (106th and Elgin Ave):</u> Infrastructure placement on site has begun.
<u>Yorktown Corner (Northeast corner of Elm St and 131st Street):</u> Pre-development meeting was held on January 8, 2019. Earth change permit has been approved. Grading is underway at the site.
<u>GrayOak (East side of Harvard & 141st Street):</u> Site is being graded. Infrastructure is being placed.
<u>Hickory Creek (Elwood, south of 111th):</u> The site is being graded. Development is expected to be completed by early 2020
<u>Clearview Estates (West side of Harvard & 141st Street):</u> Paving was completed the week of October 7, 2019.
<u>2900 W Main Street:</u> This development is between Gregory Circle and Gateway Plaza. This development is proposed as 17 Commercial Lots on +/- 60 acres. Project appears to be on indefinite hold.

2019 Commercial Building Permit Projects Status Report

City of Jenks

Contractor	Project Name	Project Address	Permit Number	Permit Issued Date	Footing	Plumbing Rough	Sewer Tap	Slab	Framing	Electrical Rough	Mechanical Rough	Plumbing Top Out	Building Finals	Certificate of Occupancy
Southlake Const.	Core Medical Office	512 N Franklin St	3049	3/30/16	4/26/16	6/7/16	6/15/16	8/21/17	5/16/17	5/16/17	8/21/17	5/19/17	11/16/17	11/16/17
Williamson Development	Jenks on Main	201 & 203 W Main St	3474	12/17/16	11/2/16	12/20/16	12/20/16	12/21/16				9/28/18		
Resco Enterprises	Pioneer Village (Cosmetic, FD)	315 S Birch St	3809	1/10/17	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		
Brewer Const.	SoCo Gym	237 S Franklin St	3541	2/9/17	3/9/17	3/16/17	6/21/17	5/1/17	7/10/17	8/16/17	8/16/17	7/10/17	10/2/17	TEMP
Williamson Development	Jenks Landing/Bldg Shell	3402 W 114th St	3370	7/6/17	9/13/17	3/18/19				7/2/18		3/18/19		
Williamson Development	Jenks Landing/Bldg Shell	3412 W 114th St	3371	7/6/17	7/25/18	9/13/18		8/17/18						
Williamson Development	Jenks Landing/Bldg Shell	3422 W 114th St	3372	7/6/17										
Williamson Development	Jenks Landing/Bldg Shell	3432 W 114th St	3373	7/6/17										
Williamson Development	Jenks Landing/Bldg Shell	3442 W 114th St	3630	7/6/17										
Cowen Const.	Village on Main/Apartments	727 E Main Pl	3822	10/25/17	10/25/17	11/9/18	1/24/18	12/19/17	4/10/19	5/2/19	5/2/19	4/30/19	5/30/19	05/30/19
Crossland Construction	Jenks Public Schools (pool remodel)	301 N Birch St	4186	10/11/18	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	2/18/19	N/A
Rod Evans	Jenks Church of Christ	1051 W Main	4188	9/12/18	N/A	1/8/19	N/A	N/A	10/5/19	10/5/18	10/5/19	1/22/19	9/19/19	09/19/19
Thompson Construction	Edward Jones	517 W Aquarium	4210	11/26/18	12/6/18	1/10/19	1/10/19	1/22/19	3/26/19	3/26/19	3/26/19	3/12/19	6/20/19	07/14/19
CR Meyer	Kimberly Clark Warehouse	13219 S Kimberly Clark Pl	4250	11/13/18	5/16/19	6/26/19	N/A	8/1/19	N/A	9/9/19	N/A	9/9/19	N/A	N/A
CR Meyer	Kimberly Clark Warehouse	801 East 103rd St S	4293	1/7/19	2/21/19	4/15/19				8/16/19				
Bryan Dobbs	Shelter Insurance	1217 W Main St	4294	1/9/19	1/28/19	N/A	N/A	N/A	2/15/19	N/A	N/A	N/A		
Williamson Development	CBD Plus	203 W Main St Ste 106	4298	2/13/19	N/A	N/A	N/A	N/A	8/19/19	2/15/19				
CR Meyer	Kimberly Clark Manufacturing	13219 S Kimberly Clark Pl	4317	1/30/19	8/13/19	5/20/19		8/13/19	10/31/19	10/8/19				
Schaffitzel Inc	Jenks Vision Center	301 W Main St	4326	2/13/19	N/A	N/A	N/A	N/A	2/27/19	2/27/19	N/A	N/A	4/4/19	04/18/19
Black Gold at 121st LLC	Trojan II Mini-Storage	1577 W 121st St S	4329	3/19/19	9/10/19			10/14/19						
Venture Properties	Nutrition Shop	610-A W Main St	4340	2/14/19	N/A	3/4/19	N/A	N/A	3/4/19	2/20/19		3/4/19		
Steadfast	Tidal Wave	408 S Elm St	4311	4/3/19	4/10/19	4/23/19	6/28/19	4/24/19	5/30/19	6/28/19	6/28/19	6/28/19	7/26/19	07/26/19
Williamson Development	Jenks Landing Motorcycle Shop	3402 W 114th St Ste 107	4369	3/19/19	N/A	3/15/19	N/A	N/A	3/15/19	3/22/19	3/22/19	3/22/19	4/22/19	09/13/19
Williamson Development	Select Physical Therapy	3402 W 114th St Ste 107	4424	4/30/19	N/A	5/1/19	N/A	N/A	5/1/19		6/28/19		8/21/19	09/25/19
LD Kerns	Yale Cleaners	11202 S Elm Street	4442	7/8/19										
S&S Commercial Builders, LLC	Starbucks	615 W 101st Pl	4460	9/26/19	11/1/19	10/23/19								
LDKerns	Freshmen Academy	205 E B St	4478	7/12/19	9/19/19	10/16/19		10/31/19						
Infinity Properties	Chiropractor Office	203 W Main Street STE 104	4506	9/24/19						10/3/19	10/2/19	10/3/19	11/1/19	
Cowan Construction	Village on Main Bldg B Retail	161 S Riverfront Dr	4586											
TBD/Tulsa Premium Outlets	Tulsa Premium Outlets (Campus)	801 East 103rd St S	4601											
TBD/Tulsa Premium Outlets	Tulsa Premium Outlets (Bldg 1)	801 East 103rd St S	4602											
TBD/Tulsa Premium Outlets	Tulsa Premium Outlets (Bldg 2)	801 East 103rd St S	4603											
TBD/Tulsa Premium Outlets	Tulsa Premium Outlets (Bldg 3)	801 East 103rd St S	4604											
TBD/Tulsa Premium Outlets	Tulsa Premium Outlets (Bldg 4)	801 East 103rd St S	4605											
TBD/Tulsa Premium Outlets	Tulsa Premium Outlets (Bldg 5)	801 East 103rd St S	4606											
TBD/Tulsa Premium Outlets	Tulsa Premium Outlets (Bldg 6)	801 East 103rd St S	4607											