

AGENDA
JENKS CITY COUNCIL
TUESDAY, SEPTEMBER 19, 2023, 6:00 P.M.
JENKS CITY HALL, 211 NORTH ELM

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

CALL TO ORDER

OATH OF OFFICE

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

ANIMAL WELFARE SPOTLIGHT

CITIZEN COMMENTS

BUSINESS

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

1. Consideration and appropriate action relating to a request for approval of the Consent Agenda. (All matters listed under "Consent" are considered by the City Council to be routine and will be enacted by one motion. Any Councilor may, however, remove an item from the Consent Agenda by request. A motion to adopt the Consent Agenda is non-debatable.)
 - A. Approve minutes of the regular meeting held on September 05, 2023 pg. 3
 - B. Approve Encumbrances and Expenditures pg. 7
 - C. Monthly Reports pg. 45
 - D. Approve Resolution No. 815 for final acceptance of 2,700 linear feet of 6-inch PVC water line, 1,684 linear feet of 8-inch SDR 35 sanitary sewer line, 900 linear feet of 8-inch PVC sanitary sewer line, 1,100 linear feet of 18 to 36-inch CPP storm sewer line, 84 linear feet of 5-feet by 2.5-feet RCB storm sewer line, and 1,872 linear feet of pavement infrastructure associated with Estates at Ritz Hollow Development (South Fir Street and West 111th Street). pg. 56
 - E. Approve Resolution No. 816 for final acceptance of 2,700 linear feet of 6-inch PVC water line infrastructure associated with Jenks Landing II Development (West 114th Street South & South James Avenue). pg. 72
 - F. Note in the minutes Oklahoma Department of Environmental Quality (DEQ) Permit Number SL000072230782 for the construction of 630 linear feet of eight (8) inch PVC sanitary sewer line and all appurtenances to serve the South County Crossing Addition, Tulsa County, Oklahoma. pg. 79

2. Consideration and appropriate action relating to items removed from the Consent Agenda
3. IAFF Collective Bargaining Agreement for Fiscal Year 2023-2024 and 2024-2025 and authorize Mayor to sign contract upon final approval of contract by City Manager and City Attorney [Shrout] pg. 82
4. Lease of Gym building located on “Ranch” property located at 10596 S. Elm Street to Jenks Chamber of Commerce, Inc. for the Chamber offices. (Nowlin) pg. 121
5. Agreement between the Oklahoma Turnpike Authority (OTA) and the City of Jenks for the ability to work on OTA property from Elm Street east to the Arkansas River to include removing brush and trees along the fence line in the vicinity of the Simon Premium Outlet, maintaining the surface of the Access Box, installation of lighting in the Access Box, and mowing from inside the service road curb to 2 feet past the fence line to be removed by OTA. [Carr] pg. 139

OTHER BUSINESS

1. City Manager’s Report pg. 146
2. Committee Reports
3. Mayor’s Report

ADJOURNMENT

**MINUTES
JENKS CITY COUNCIL
TUESDAY, SEPTEMBER 05, 6:00 P.M.
JENKS CITY HALL, 211 NORTH ELM**

The Agenda for the Jenks City Council was posted on the City's website at 12:01 p.m. on September 01, 2023. The meeting was called to order at 6:02 p.m. on the above date with Mayor Cory Box presiding at Jenks City Hall.

A roll call vote of members was taken as follows:

Craig Murray	Present
Rodney Cline	Absent
Kevin Short	Present
Matthew Emmons	Present
Donna Ogez	Present
Mayor Cory Box	Present

Invocation was given by Pastor Buddy Hunter

Pledge of Allegiance was given

Animal Welfare Spotlight None

Citizen Recognition Police Chief Jason Jackson recognized Jabriel Reed and Arian Osburn for their heroic efforts

Citizen Comments None

Business

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1. Consideration and appropriate action relating to a request for approval of the Consent Agenda. (All matters listed under "Consent" are considered by the City Council to be routine and will be enacted by one motion. Any Councilor may, however, remove an item from the Consent Agenda by request. A motion to adopt the Consent Agenda is non-debatable.)
 - A. Approve minutes of the regular meeting held on August 01, 2023
 - B. Approve Encumbrances and Expenditures
 - C. Approve Outdoor Advertising Lease Agreement with SGW Holdings, LLC, and authorize the City Manager to execute the agreement upon final approval by the City Attorney.
 - D. Approve request by Golf Suites to host the "Golf Suites Annual New Years Eve Fireworks Show" from 8:45 p.m. on December 31, 2023, until 12:30 a.m. on January 01, 2024.

- E. Approve request by Teesa Bittinger to use Jenks streets from 6:00 a.m. until 11:30 a.m. on October 21, 2023, for the “Zaydens Toy Drive.”
- F. Approve request by Amy Prosser to use Jenks Streets from 4:00 p.m. until midnight on October 27, 2023, for a “Reunion Party.”

Donna Ogez made a motion to approve Item 1. Kevin Short seconded the motion. A roll call vote of members was taken as follow:

Craig Murray	Yes
Kevin Short	Yes
Matthew Emmons	Yes
Donna Ogez	Yes
Mayor Cory Box	Yes

Motion Carried.

- 2. Consideration and appropriate action relating to items removed from the Consent Agenda.
Withdrawn
- 3. Discussion and possible action regarding the applications for the vacant Ward 1 Council seat. Three citizens submitted their application for the vacancy: John Brown (1027 N 1st St), Gary Kazda (1123 W “E” St), and Sherry Stewart (715 N Birch St). All applicants were provided a time to address the Council, but Sherry Stewart left before she addressed the Council. The Council pulled her application. Both John Brown and Gary Kazda addressed the Council and answered questions. The Mayor called for a vote on who should be appointed to the vacant seat. A vote was taken as follows:

Craig Murray	Brown
Kevin Short	Brown
Matthew Emmons	Brown
Donna Ogez	Brown
Mayor Cory Box	Brown

John Brown was selected to fill the Ward 1 vacancy.

- 4. Ordinance No. 1623, an Ordinance amending Chapter 4 of the City of Jenks Code of Ordinances, “Building, Plumbing, Electrical, and Mechanical Installations,” by adding Section 4-12-3, “Swimming Pools, Spas, and Hot Tubs”; providing for severability; repealing all ordinances or parts thereof in conflict herewith; and declaring an emergency. [Rush] Development Coordinator Tanner Rush introduced Item 3. Donna Ogez made a motion to approve Item 3. Matthew Emmons seconded the motion. A roll call vote of members was taken as follow:

Craig Murray	Yes
Kevin Short	Yes
Matthew Emmons	Yes
Donna Ogez	Yes
Mayor Cory Box	Yes

Motion Carried.

5. Emergency Clause for Ordinance No. 1623, making it effective immediately upon passage since the immediate operation of the provisions of the Ordinance is necessary for the preservation of public health, welfare and safety. Craig Murray made a motion to approve Item 4. Donna Ogez seconded the motion. A roll call vote of members was taken as follow:

Craig Murray	Yes
Kevin Short	Yes
Matthew Emmons	Yes
Donna Ogez	Yes
Mayor Cory Box	Yes

Motion Carried.

6. Potential Executive Session for the purpose of discussing the possible purchase and appraisal of real property. 25 O.S. §307(B)(3) (temporary construction easement on Elm St from 111th St to 112th St) Craig Murray made a motion to enter Executive Session. Kevin Short seconded the motion. A roll call vote of members was taken as follow:

Craig Murray	Yes
Kevin Short	Yes
Matthew Emmons	Yes
Donna Ogez	Yes
Mayor Cory Box	Yes

Motion Carried. *Council entered Executive Session at 6:40 p.m. and returned at 6:53 p.m. No other business was discussed.*

7. Resolution Number 813 declaring a public necessity for acquiring a temporary construction easement from Elm Street Wash, LLC for the Elm Street (111th Street to 131st Street) Widening Project. [Cloyde] Christ Cloyde introduced Item 7. Donna Ogez made a motion to approve Item 7. Kevin Short seconded the motion. A roll call vote of members was taken as follow:

Craig Murray	Yes
Kevin Short	Yes
Matthew Emmons	Yes
Donna Ogez	Yes
Mayor Cory Box	Yes

Motion Carried.

8. Resolution No. 814 authorizing the acquisition of property for the widening of South Elwood Avenue (91st to 96th street), including easements, deeds and the settlement of claims related to the acquisition of property. The City currently has \$1,086,500.00 available (\$500,000.00 from INCOG, \$586,500.00 from the 2020 G.O. Bond) for right-of-way funding for this project and the Consultant's estimate for the total cost of right-of-way acquisition amounted to \$840,629.90. Christ Cloyde introduced Item 8 and answered questions. Donna Ogez made a motion to approve Item 7. Craig Murray seconded the motion. A roll call vote of members was taken as follow:

Craig Murray	Yes
Kevin Short	Yes
Matthew Emmons	Yes

Donna Ogez
Mayor Cory Box

Yes
Yes

Motion Carried.

9.

Other Business

1. City Manager's Report City Manager Christopher Shrout gave his staff report. City Engineer Chris Cloyde gave an update on public projects and answered questions.
2. Committee Reports None given
3. Mayor's Report none

Adjournment. The Jenks City Council adjourned at 7:28 p.m.

Cory Box, **MAYOR**

CITY CLERK

P.O.# VENDOR # NAME SUMMARY 2023-09-19 Jenks City Council Agenda INVOICE Page 7 of 157

DEPARTMENT: 844	SANITARY SEWER INFRASTR.					
203627	1 -3851	CAROLLO ENGINEERS, INC.	PROFESSIONAL ENGINEERING	9/2023	FB40823 09-07	5,702.35
DEPARTMENT TOTAL:						5,702.35
FUND TOTAL:						5,702.35
GRAND TOTAL:						5,702.35

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PERIOD	G/L ACCOUNT	NAME	AMOUNT	TOTAL
9/2023	32 5-844-5392	BUILDINGS & IMPROVEMENTS	5,702.35	5,702.35
GRAND TOTAL ESTIMATE:				0.00
GRAND TOTAL ACTUAL:				5,702.35
REPORT TOTAL:				5,702.35

P.O.#	VENDOR #	NAME	SUMMARY REPORT	2023-09-19 Jenks City Council Agenda	INVOICE	Page 9 of 157
DEPARTMENT: 844		SANITARY SEWER INFRASTR.				
212487	1 -3906	TETRA TECH INC	ENGINEERING SVCS	9/2023	52122336 09-07	15,528.54
DEPARTMENT TOTAL:						15,528.54
FUND TOTAL:						15,528.54
GRAND TOTAL:						15,528.54

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PERIOD	G/L ACCOUNT	NAME	AMOUNT	TOTAL
9/2023	32 5-844-5392	BUILDINGS & IMPROVEMENTS	15,528.54	15,528.54
GRAND TOTAL ESTIMATE:				0.00
GRAND TOTAL ACTUAL:				15,528.54
REPORT TOTAL:				15,528.54

P.O.#	VENDOR #	NAME	SUMMARY	DATE	INVOICE	Page 11 of 157
DEPARTMENT: 411 FIRE SUPPRESSION						
223822	1 -2286	CONRAD FIRE EQUIPMENT INC	QUOTE FOR HOSES	9/2023	570259 09-05	14,486.40
225196	1 -2747	WITMER PUBLIC SAFETY GROUP	Q: PPE TRADITION HELMETS	9/2023	INV314593 08-30	5,012.35
DEPARTMENT TOTAL:						19,498.75
DEPARTMENT: 522 GENERAL MAINTENANCE						
220950	1 -3302	LAMPTON WELDING SUPPLY CO	IWELDING CYL RENT 22-23	9/2023	0001062433 08-31	81.91
DEPARTMENT TOTAL:						81.91
FUND TOTAL:						19,580.66

P.O.# VENDOR # NAME SUMMARY 2023-09-19 Jenks City Council Agenda INVOICE Page 12 of 157

DEPARTMENT:	242	ACCOMMODATIONS TAX					
220389	1 -3929	AC OWEN CONSTRUCTION	CHNG ORDER 1-AQ PARKING	9/2023	9 07-31		43,415.30
220738	1 -3929	AC OWEN CONSTRUCTION	CHANGE ORDER 2	9/2023	9A 07-31		15,062.29
222243	1 -3929	AC OWEN CONSTRUCTION	AQ PARKING LOT EXPANSION	9/2023	9B 07-31		3,239.62
					DEPARTMENT TOTAL:		61,717.21
					FUND TOTAL:		61,717.21

P.O.#	VENDOR #	NAME	SUMMARY	2023-09-19	Jenks City Council Agenda	INVOICE	Page 13 of 157
DEPARTMENT: 522 ** INVALID DEPARTMENT **							
222969	1 -3838	WILLARD B SMITH	DRAINAGE SYS MASTER PLAN	9/2023	6 09-02-23	5,245.00	
						DEPARTMENT TOTAL:	5,245.00
						FUND TOTAL:	5,245.00

P.O.# VENDOR # NAME SUMMARY REPORT 2023-09-19 Jenks City Council Agenda INVOICE Page 14 of 157

DEPARTMENT: 750	VISION SALES TAX					
224724	1 -3873	TULSA ENGINEERING & PLANNIN	PROF DESIGN SVCS	9/2023	2 08-28-23	2,171.04
					DEPARTMENT TOTAL:	2,171.04
					FUND TOTAL:	2,171.04
					GRAND TOTAL:	88,713.91

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PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
9/2023	10	5-411-5232	CLOTHING AND UNIFORMS	5,012.35	
9/2023	10	5-411-5242	MATERIALS AND SUPPLIES	14,486.40	
9/2023	10	5-522-5250	CONTRACTUAL SERVICES	81.91	19,580.66
9/2023	23	5-242-5392	BUILDING AND IMPROVEMENTS	61,717.21	61,717.21
9/2023	24	5-522-5393	ROADS AND BRIDGES	5,245.00	5,245.00
9/2023	33	5-750-5393	ROADS AND BRIDGES	2,171.04	2,171.04
GRAND TOTAL ESTIMATE:					0.00
GRAND TOTAL ACTUAL:					88,713.91
REPORT TOTAL:					88,713.91

FUND: 10 - GENERAL FUND

SUMMARY REPORT

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P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 231 GENERAL GOVERNMENT						
230471	1 -2199	LEE ENTERPRISES INC	ADVERTISING - TULSA WORLD	9/2023	38399 08-30	50.29
230573	1 -2199	LEE ENTERPRISES INC	ADVERTISING INVOICES	9/2023	39613 08-30	1,761.60
230833	1 -2199	LEE ENTERPRISES INC	PUBLIC NOTICE- ADVERTISIN	9/2023	41215 08-30	14.65
230139	1 -3433	ETHERFLOW	CH BITWARDEN USER LIC	9/2023	1379 09-01	51.34
230142	1 -3433	ETHERFLOW	CLOUD BACKUP SERVICE	9/2023	1378 09-01	1,037.50
230145	1 -3433	ETHERFLOW	PW-MAINT AGREEMENT	9/2023	1380 09-01	1,048.00
DEPARTMENT TOTAL:						3,963.38
DEPARTMENT: 241 CITY PLANNER						
230471	1 -2199	LEE ENTERPRISES INC	ADVERTISING - TULSA WORLD	9/2023	38293 08-30	25.82
230573	1 -2199	LEE ENTERPRISES INC	ADVERTISING INVOICES	9/2023	39601 08-30	389.44
230833	1 -2199	LEE ENTERPRISES INC	PUBLIC NOTICE- ADVERTISIN	9/2023	42246 08-30	312.50
230936	1 -2510	LEKTRON LED TECHNOLOGIES LLP	PUBLIC NOTICE PLAN SIGNS	9/2023	0000048222 09-07	300.00
DEPARTMENT TOTAL:						1,027.76
DEPARTMENT: 311 UNIFORMED PATROL						
230827	1 -1692	SPECIAL-OPS UNIFORMS INC	5YR LEATHER REPLCMNT	9/2023	811533 08-22	2,019.62
230829	1 -2142	ROBERTSON TIRE CO INC	REPLACE TIRE&TPMS SENSOR	9/2023	120196705 08-23	214.90
DEPARTMENT TOTAL:						2,234.52
DEPARTMENT: 411 FIRE SUPPRESSION						
230937	1 -1101	BROOKSHIRE GROCERY COMPANY	HYDRATION STATION REFILL	9/2023	1311 09-06	246.29
230940	1 -2198	MCKESSON MEDICAL-SURGICAL	LMEDICAL SUPPLIES	9/2023	21028609 08-28	98.74
230918	1 -2286	CONRAD FIRE EQUIPMENT INC	REEL MOTOR REPLACED	9/2023	570204 08-31	984.91
230838	1 -2503	ALL MAINTENANCE SUPPLY INC	SUPLIES STATION 2	9/2023	00128662-01 08-18	156.75
230913	1 -2503	ALL MAINTENANCE SUPPLY INC	SUPLIES TP AND KLEENEX	9/2023	00129045-01 09-01	208.15
230942	1 -2503	ALL MAINTENANCE SUPPLY INC	STATION 2 CLEANING SUPLES	9/2023	00129095-01 09-05	25.80
230914	1 -2794	SAFE KIDS WORLDWIDE	SAFE KIDS CERTIFICATION	9/2023	ORG772512-OWEN2023	95.00
230835	1 -3048	CONWAY SHIELD INC	SHEILD FOR CODY YOUNG	9/2023	5111874 08-22	68.90
230836	1 -3282	INT'L SOCIETY OF FIRE SERV	INFPFA 1403 CLASS REGISTRAT	9/2023	25145 08-14	1,450.00
230837	1 -3313	AUTOZONE STORES LLC	SUPPLIES STATION 2	9/2023	6377319675 08-18	41.98
230915	1 -3313	AUTOZONE STORES LLC	DIESEL EXHAUST FLUID	9/2023	6377326717 09-01	105.92
230938	1 -3313	AUTOZONE STORES LLC	BATTERY, TIRE COAT BRUSH1	9/2023	6377329306 09-06	167.33
DEPARTMENT TOTAL:						3,649.77

FUND: 10 - GENERAL FUND

SUMMARY REPORT

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P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 521 STREET MAINTENANCE						
230842	1 -2350	DUNHAM'S ASPHALT SERVICES	IASPHALT FOR STREET RPR	9/2023	8222 08-17	207.90
230783	1 -2642	WARRIORS CONCRETE	Q: CONC WK MAIN TRAIN TRA	9/2023	627 08-16	1,200.00
230844	1 -3927	J&A TRAFFIC PRODUCTS	STREET SIGN SUPPLIES	9/2023	36506 08-14	4,025.00
230841	1 -4055	REDDY PIPE & SUPPLY INC	PIPE FOR SWAG LIGHTING	9/2023	125114 08-22	721.35
DEPARTMENT TOTAL:						6,154.25
DEPARTMENT: 522 GENERAL MAINTENANCE						
230840	1 -3302	LAMPTON WELDING SUPPLY CO	IWELDING SUPPLIES	9/2023	0005456596 08-16	582.07
DEPARTMENT TOTAL:						582.07
DEPARTMENT: 561 PARKS & GROUNDS						
230845	1 -1177	QUIKSERVICE STEEL COMPANY	STOCK SUPPLIES	9/2023	280176 08-11	54.20
230338	1 -1254	OUTDOOR HOME SERVICES	HOLDIVEG CONT & FERT VET & LIO	9/2023	182278636 08-29	1,533.86
230843	1 -1704	TULSA NEW HOLLAND	RANCH EQUIP-TRACTOR #575	9/2023	549735 08-07	657.63
230127	1 -3234	ROBIN A. WINTER	MOW/WEED SVCS JUL1-OCT31	9/2023	20230825-1	2,960.00
230130	1 -3346	RANDY HAZELWOOD	MOW/WEED SVCS 7/1-10/31	9/2023	63 09-01	135.00
DEPARTMENT TOTAL:						5,340.69
FUND TOTAL:						22,952.44
GRAND TOTAL:						22,952.44

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PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
9/2023	10	5-231-5250	CONTRACTUAL SERVICES	2,085.50	
9/2023	10	5-231-5254	SUBSCRIPTIONS	51.34	
9/2023	10	5-231-5256	LEGAL NOTICES	1,826.54	
9/2023	10	5-241-5256	LEGAL NOTICES	1,027.76	
9/2023	10	5-311-5232	CLOTHING AND UNIFORMS	2,019.62	
9/2023	10	5-311-5240	VEHICLE PARTS/REPAIRS	214.90	
9/2023	10	5-411-5125	TRAINING & SCHOOLS	1,545.00	
9/2023	10	5-411-5232	CLOTHING AND UNIFORMS	68.90	
9/2023	10	5-411-5240	VEHICLE PARTS/REPAIRS	984.91	
9/2023	10	5-411-5242	MATERIALS AND SUPPLIES	1,050.96	
9/2023	10	5-521-5242	MATERIALS AND SUPPLIES	4,025.00	
9/2023	10	5-521-5248	REPAIR AND MAINTENANCE	929.25	
9/2023	10	5-521-5250	CONTRACTUAL SERVICES	1,200.00	
9/2023	10	5-522-5242	MATERIALS AND SUPPLIES	582.07	
9/2023	10	5-561-5240	VEHICLE PARTS/REPAIRS	657.63	
9/2023	10	5-561-5242	MATERIALS AND SUPPLIES	54.20	
9/2023	10	5-561-5248	REPAIR AND MAINTENANCE	1,533.86	
9/2023	10	5-561-5250	CONTRACTUAL SERVICES	3,095.00	22,952.44
GRAND TOTAL ESTIMATE:					0.00
GRAND TOTAL ACTUAL:					22,952.44
REPORT TOTAL:					22,952.44

P.O.#	VENDOR #	NAME	SUMMARY	DATE	INVOICE	Page 19 of 157
2023.09.19 Jenks City Council Agenda						
DEPARTMENT: N/A NON-DEPARTMENTAL						
230820	1 -4066	TRUE NORTH HOMES, LLC	REIMB WASTWATER TREATMENT	8/2023	08-25-23 WASTWATER	315.00
DEPARTMENT TOTAL:						315.00
DEPARTMENT: 311 UNIFORMED PATROL						
230826	1 -1457	O'REILLY AUTO PARTS	PARTS FOR PD VEHICLES	8/2023	2075-341008 07-21	490.73
DEPARTMENT TOTAL:						490.73
DEPARTMENT: 411 FIRE SUPPRESSION						
230821	1 -3170	DONALD E BRADFORD	NEW HIRE BACKGROUND CHK	8/2023	CT-213221 07-06	180.00
DEPARTMENT TOTAL:						180.00
DEPARTMENT: 521 STREET MAINTENANCE						
230809	1 -2527	HOME DEPOT USA INC	SUPLIES STREET MAINTENANC	8/2023	5082911 08-15	240.91
DEPARTMENT TOTAL:						240.91
DEPARTMENT: 561 PARKS & GROUNDS						
230805	1 -3956	EVANS, PEGGY	REIBURSEMENT FOR FLOWERS	8/2023	02-20-23 GURNEYS.C	527.27
230804	1 -4063	MARELLIE ROBINSON	REIBURSEMENT FOR FLOWERS	8/2023	05-09-23 HOME DEPO	168.55
230806	1 -4064	JENKS FFA	REIBURSEMENT FOR FLOWERS	8/2023	05-23-23 LOWE'S	103.48
230807	1 -4065	GRAYHEAD, ADRIANE	REIBURSEMENT FOR FLOWERS	8/2023	05-27-23 LOWE'S	462.59
DEPARTMENT TOTAL:						1,261.89
FUND TOTAL:						2,488.53
GRAND TOTAL:						2,488.53

Paid Unapproved

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PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
8/2023	10	4010-011	PLUMBING PERMITS	315.00	
8/2023	10	5-311-5240	VEHICLE PARTS/REPAIRS	490.73	
8/2023	10	5-411-5252	PROFESSIONAL SERVICES	180.00	
8/2023	10	5-521-5242	MATERIALS AND SUPPLIES	240.91	
8/2023	10	5-561-5242	MATERIALS AND SUPPLIES	1,261.89	2,488.53
GRAND TOTAL ESTIMATE:					0.00
GRAND TOTAL ACTUAL:					2,488.53
REPORT TOTAL:					2,488.53

Paid Unapproved

P.O.#	VENDOR #	NAME	SUMMARY	2023-09-19	Jenks City Council Agenda	INVOICE	Page 21 of 157
DEPARTMENT: 245		COMMUNITY DEVELOPMENT					
230210	1 -4052	JARRETT MELTON	CONTRACTED SERV	10596 ELM	9/2023	SEPTEMBER 2023	1,800.00
						DEPARTMENT TOTAL:	1,800.00
						FUND TOTAL:	1,800.00

Paid Unapproved

P.O.#	VENDOR #	NAME	SUMMARY REPORT	2023-09-19 Jenks City Council Agenda	INVOICE	Page 22 of 157
DEPARTMENT: 311	UNIFORMED PATROL					
230002	1 -1112	BANCFIRST	0490091391 09-23 PR	9/2023	0490091391 09-23PR	4,194.22
DEPARTMENT TOTAL:						4,194.22
FUND TOTAL:						4,194.22

Paid Unapproved

P.O.#	VENDOR #	NAME	SUMMARY	2023-09-19	Jenks City Council Agenda	INVOICE	Page 23 of 157
DEPARTMENT: 411	** INVALID DEPARTMENT **						
230001	1 -1112	BANCFIRST	0490091402 09-23 PR	9/2023	0490091402 09-23PR	2,175.36	
DEPARTMENT TOTAL:						2,175.36	
FUND TOTAL:						2,175.36	

Paid Unapproved

P.O.#	VENDOR #	NAME	SUMMARY	2023-09-19 Jenks City Council Agenda	INVOICE	Page 24 of 157
DEPARTMENT: 321		CENTRAL DISPATCH				
230028	1 -1039	INCOG	E-911 ADMINISTRATIVE SERV	9/2023	E-002081 SEP 2023	5,917.27
DEPARTMENT TOTAL:						5,917.27
FUND TOTAL:						5,917.27
GRAND TOTAL:						14,086.85

Paid Unapproved

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2023.09.19 Jenks City Council Agenda						
PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL	
9/2023	10	5-245-5250	CONTRACTUAL SERVICES	1,800.00	1,800.00	
9/2023	12	5-311-5396	MOTOR VEHICLES	4,194.22	4,194.22	
9/2023	14	5-411-5396	MOTOR VEHICLES	2,175.36	2,175.36	
9/2023	16	5-321-5254	SUBSCRIPTIONS	5,917.27	5,917.27	
GRAND TOTAL ESTIMATE:					0.00	
GRAND TOTAL ACTUAL:					14,086.85	
REPORT TOTAL:					14,086.85	

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P.O.#	VENDOR #	NAME	SUMMARY	2023-09-19 Jenks City Council Agenda	INVOICE	Page 26 of 157
DEPARTMENT: 521		STREET MAINTENANCE				
223745	1 -1712	TULSA COUNTY HIGHWAY CONSTR	SIGNAGE & STRIPING C.H	9/2023	10004028 03-31	69.20
DEPARTMENT TOTAL:						69.20
FUND TOTAL:						69.20
GRAND TOTAL:						69.20

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PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
9/2023	10	5-521-5242	MATERIALS AND SUPPLIES	69.20	69.20
GRAND TOTAL ESTIMATE:					0.00
GRAND TOTAL ACTUAL:					69.20
REPORT TOTAL:					69.20

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P.O.# VENDOR # NAME SUMMARY 2023-09-19 Jenks City Council Agenda INVOICE Page 28 of 157

DEPARTMENT: 216		PERSONNEL					
230022	1 -2013	BENEFIT RESOURCES INC	FSA PARTICIPANTS FEES	9/2023	18-24419 09-01		236.65
DEPARTMENT TOTAL:							236.65
DEPARTMENT: 221		MUNICIPAL COURT					
230030	1 -2586	A T & T MOBILITY	AIRCARDS/IPADS/PH 23-24	9/2023	704-4299 SEP 23		61.53
DEPARTMENT TOTAL:							61.53
DEPARTMENT: 231		GENERAL GOVERNMENT					
230908	1 -1338	COMPSOURCE MUTUAL INSURANCEWORKERS COMP PREM		9/2023	1023733028 08-29		26,689.20
230030	1 -2586	A T & T MOBILITY	AIRCARDS/IPADS/PH 23-24	9/2023	287291914369 SEP23		207.70
DEPARTMENT TOTAL:							26,896.90
DEPARTMENT: 245		COMMUNITY DEVELOPMENT					
230895	1 -1701	PUBLIC SERVICE CO. OF OKL	SEPT 2023 ELECTRIC SERVIC	9/2023	95026510313 SEP 23		3,867.47
DEPARTMENT TOTAL:							3,867.47
DEPARTMENT: 311		UNIFORMED PATROL					
230891	1 -1047	JENKS PUBLIC WORKS AUTHOR	SEPTEMBER 2023 WATER SERV	9/2023	05-0230-01 SEP 23		50.98
230182	1 -1228	WEST PUBLISHING CORPORATION	INVESTIGATIVE SOFTWARE	9/2023	848870633 09-01		248.52
230895	1 -1701	PUBLIC SERVICE CO. OF OKL	SEPT 2023 ELECTRIC SERVIC	9/2023	95471419218 SEP 23		948.57
230030	1 -2586	A T & T MOBILITY	AIRCARDS/IPADS/PH 23-24	9/2023	287291914369SEP23		1,251.22
230906	1 -3312	WEX BANK-QUIKTRIP	91462221 08-31-23 FUEL	9/2023	91462221 08-31-23		140.15
DEPARTMENT TOTAL:							2,639.44
DEPARTMENT: 411		FIRE SUPPRESSION					
230891	1 -1047	JENKS PUBLIC WORKS AUTHOR	SEPTEMBER 2023 WATER SERV	9/2023	05-0160-01 SEP 23		700.51
230889	1 -1488	JENKS CHAMBER OF COMMERCE	4861 08-09 JENKS OPEN	9/2023	4861 08-09 JENKS O		600.00
230895	1 -1701	PUBLIC SERVICE CO. OF OKL	SEPT 2023 ELECTRIC SERVIC	9/2023	95483091716 SEP 23		2,959.18
230030	1 -2586	A T & T MOBILITY	AIRCARDS/IPADS/PH 23-24	9/2023	287291914369 09-23		447.94
230881	1 -3654	MINISTRY BRANDS PARENT LLC	BKGRND CHK & NTWK FEE	9/2023	9254-20230731		38.58
230880	1 -3792	ST JOHN URGENT CARE CLINIC	SPST ACCDNT/PRE-EMP PHY	9/2023	11139543V7661 07-2		77.00
DEPARTMENT TOTAL:							4,823.21

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DEPARTMENT: 521		STREET MAINTENANCE					
230894	1 -1082	PUBLIC SERVICE COMPANY OF	SEPT 2023 ELECTRIC SERVIC	9/2023	95013387303 SEP 23	9,263.12	
230011	1 -2027	O G & E ELECTRIC SERVICES	ELECTRIC SERVICE 23-24	9/2023	128515769-7 SEP 23	29.48	
230880	1 -3792	ST JOHN URGENT CARE CLINICS	POST ACCDNT/PRE-EMP PHY	9/2023	11089738V7661 07-0	32.00	
DEPARTMENT TOTAL:						9,324.60	
DEPARTMENT: 522		GENERAL MAINTENANCE					
230808	1 -1204	CERTIFIED LABORATORIES	SHOP SUPLIES FLEET MAINT	9/2023	8302532 07-11	1,387.05	
DEPARTMENT TOTAL:						1,387.05	
DEPARTMENT: 561		PARKS & GROUNDS					
230891	1 -1047	JENKS PUBLIC WORKS AUTHOR	SEPTEMBER 2023 WATER SERV	9/2023	01-2801-00 SEP 23	42,083.08	
230894	1 -1082	PUBLIC SERVICE COMPANY OF	SEPT 2023 ELECTRIC SERVIC	9/2023	95116418005 SEP 23	519.83	
230030	1 -2586	A T & T MOBILITY	AIRCARDS/IPADS/PH 23-24	9/2023	28729191436909-23	200.20	
DEPARTMENT TOTAL:						42,803.11	
DEPARTMENT: 562		ANIMAL CONTROL					
230891	1 -1047	JENKS PUBLIC WORKS AUTHOR	SEPTEMBER 2023 WATER SERV	9/2023	05-2105-00 SEP 23	293.06	
230895	1 -1701	PUBLIC SERVICE CO. OF OKL	SEPT 2023 ELECTRIC SERVIC	9/2023	95323119305 SEP 23	529.78	
230030	1 -2586	A T & T MOBILITY	AIRCARDS/IPADS/PH 23-24	9/2023	287291914369 9-23	80.08	
DEPARTMENT TOTAL:						902.92	
FUND TOTAL:						92,942.88	

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P.O.#	VENDOR #	NAME	SUMMARY	2023-09-19	Jenks City Council Agenda	INVOICE	Page 30 of 157
DEPARTMENT: 321		CENTRAL DISPATCH					
230028	1 -1039	INCOG	E-911 ADMINISTRATIVE SERV	9/2023	225856A 07-31	1,084.00	
230353	1 -1039	INCOG	MAPPING/MSAG MAINTENANCE	9/2023	225856 07-31	4,148.00	
DEPARTMENT TOTAL:						5,232.00	
FUND TOTAL:						5,232.00	

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P.O.#	VENDOR #	NAME	SUMMARY	2023-09-19	Jenks City Council Agenda	INVOICE	Page 31 of 157
DEPARTMENT: 801		INS & CASH REIMB.					
230878	1 -3943	CODY YOUNG	DEDUCTIBLE REIMBURSEMENT	9/2023	DEDUCTIBLE REIMBUR	1,000.00	
DEPARTMENT TOTAL:						1,000.00	
FUND TOTAL:						1,000.00	
GRAND TOTAL:						99,174.88	

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PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
9/2023	10	5-216-5252	PROFESSIONAL SERVICES	236.65	
9/2023	10	5-221-5258	COMMUNICATIONS	61.53	
9/2023	10	5-231-5121	WORKERS' COMPENSATION	26,689.20	
9/2023	10	5-231-5258	COMMUNICATIONS	207.70	
9/2023	10	5-245-5260	UTILITIES	3,867.47	
9/2023	10	5-311-5238	VEHICLE FUEL	140.15	
9/2023	10	5-311-5254	SUBSCRIPTIONS	248.52	
9/2023	10	5-311-5258	COMMUNICATIONS	1,251.22	
9/2023	10	5-311-5260	UTILITIES	999.55	
9/2023	10	5-411-5230	BUSINESS	600.00	
9/2023	10	5-411-5252	PROFESSIONAL SERVICES	115.58	
9/2023	10	5-411-5258	COMMUNICATIONS	447.94	
9/2023	10	5-411-5260	UTILITIES	3,659.69	
9/2023	10	5-521-5252	PROFESSIONAL SERVICES	32.00	
9/2023	10	5-521-5260	UTILITIES	9,292.60	
9/2023	10	5-522-5240	VEHICLE PARTS/REPAIRS	1,387.05	
9/2023	10	5-561-5258	COMMUNICATIONS	200.20	
9/2023	10	5-561-5260	UTILITIES	42,602.91	
9/2023	10	5-562-5258	COMMUNICATIONS	80.08	
9/2023	10	5-562-5260	UTILITIES	822.84	92,942.88
9/2023	16	5-321-5254	SUBSCRIPTIONS	5,232.00	5,232.00
9/2023	61	5-801-5250	CONTRACTUAL SERVICES	1,000.00	1,000.00
GRAND TOTAL ESTIMATE:				0.00	
GRAND TOTAL ACTUAL:					99,174.88
REPORT TOTAL:					99,174.88

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P.O.#	VENDOR #	NAME	SUMMARY	2023-09-19 Jenks City Council Agenda	INVOICE	Page 33 of 157
DEPARTMENT: 231		GENERAL GOVERNMENT				
230834	1 -1212	TULSA COUNTY CLERK	ROW DEDICATIONS	9/2023	10006022 09-05	26.00
DEPARTMENT TOTAL:						26.00
FUND TOTAL:						26.00
GRAND TOTAL:						26.00

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PERIOD	G/L ACCOUNT	NAME	AMOUNT	TOTAL
9/2023	10 5-231-5256	LEGAL NOTICES	26.00	26.00
GRAND TOTAL ESTIMATE:				0.00
GRAND TOTAL ACTUAL:				26.00
REPORT TOTAL:				26.00

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P.O.#	VENDOR #	NAME	SUMMARY	DATE	INVOICE	Page 35 of 157
2023.09.19 Jenks City Council Agenda						
DEPARTMENT: 211		CITY MANAGER				
230136	1 -1338	COMPSOURCE MUTUAL INSURANCEWORKERS COMP PREMIUM	9/2023	1023703774 09-01	30.70	
				DEPARTMENT TOTAL:	30.70	
DEPARTMENT: 212		CITY CLERK				
230136	1 -1338	COMPSOURCE MUTUAL INSURANCEWORKERS COMP PREMIUM	9/2023	1023703774 09-01	30.70	
				DEPARTMENT TOTAL:	30.70	
DEPARTMENT: 213		CITY TREASURER				
230136	1 -1338	COMPSOURCE MUTUAL INSURANCEWORKERS COMP PREMIUM	9/2023	1023703774 09-01	20.47	
				DEPARTMENT TOTAL:	20.47	
DEPARTMENT: 214		CITY ATTORNEY				
230136	1 -1338	COMPSOURCE MUTUAL INSURANCEWORKERS COMP PREMIUM	9/2023	1023703774 09-01	10.23	
				DEPARTMENT TOTAL:	10.23	
DEPARTMENT: 216		PERSONNEL				
230136	1 -1338	COMPSOURCE MUTUAL INSURANCEWORKERS COMP PREMIUM	9/2023	1023703774 09-01	25.58	
				DEPARTMENT TOTAL:	25.58	
DEPARTMENT: 218		ADMIN SUPPORT/RECORDS				
230136	1 -1338	COMPSOURCE MUTUAL INSURANCEWORKERS COMP PREMIUM	9/2023	1023703774 09-01	15.35	
				DEPARTMENT TOTAL:	15.35	
DEPARTMENT: 221		MUNICIPAL COURT				
230136	1 -1338	COMPSOURCE MUTUAL INSURANCEWORKERS COMP PREMIUM	9/2023	1023703774 09-01	15.35	
				DEPARTMENT TOTAL:	15.35	

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P.O.#	VENDOR #	NAME	SUMMARY	DATE	INVOICE	Page 36 of 157
2023.09.19 Jenks City Council Agenda						
DEPARTMENT: 241		CITY PLANNER				
230136	1 -1338	COMPSOURCE MUTUAL INSURANCEWORKERS COMP PREMIUM	9/2023	1023703774 09-01	15.35	
				DEPARTMENT TOTAL:	15.35	
DEPARTMENT: 311		UNIFORMED PATROL				
230136	1 -1338	COMPSOURCE MUTUAL INSURANCEWORKERS COMP PREMIUM	9/2023	1023703774 09-01	4,169.80	
				DEPARTMENT TOTAL:	4,169.80	
DEPARTMENT: 315		POLICE RESERVE				
230136	1 -1338	COMPSOURCE MUTUAL INSURANCEWORKERS COMP PREMIUM	9/2023	1023703774 09-01	450.24	
				DEPARTMENT TOTAL:	450.24	
DEPARTMENT: 321		CENTRAL DISPATCH				
230136	1 -1338	COMPSOURCE MUTUAL INSURANCEWORKERS COMP PREMIUM	9/2023	1023703774 09-01	51.16	
				DEPARTMENT TOTAL:	51.16	
DEPARTMENT: 331		CODE ENFORCEMENT				
230136	1 -1338	COMPSOURCE MUTUAL INSURANCEWORKERS COMP PREMIUM	9/2023	1023703774 09-01	10.23	
				DEPARTMENT TOTAL:	10.23	
DEPARTMENT: 411		FIRE SUPPRESSION				
230136	1 -1338	COMPSOURCE MUTUAL INSURANCEWORKERS COMP PREMIUM	9/2023	1023703774 09-01	5,234.00	
				DEPARTMENT TOTAL:	5,234.00	
DEPARTMENT: 412		FIRE VOLUNTEERS				
230136	1 -1338	COMPSOURCE MUTUAL INSURANCEWORKERS COMP PREMIUM	9/2023	1023703774 09-01	306.98	
				DEPARTMENT TOTAL:	306.98	

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P.O.#	VENDOR #	NAME	SUMMARY	2023-09-19	Jenks City Council Agenda	INVOICE	Page 37 of 157
DEPARTMENT: 512		PROTECTIVE INSPECTIONS					
230136	1 -1338	COMPSOURCE MUTUAL INSURANCEWORKERS COMP PREMIUM	9/2023	1023703774 09-01		220.00	
				DEPARTMENT TOTAL:		220.00	
DEPARTMENT: 521		STREET MAINTENANCE					
230136	1 -1338	COMPSOURCE MUTUAL INSURANCEWORKERS COMP PREMIUM	9/2023	1023703774 09-01		399.07	
				DEPARTMENT TOTAL:		399.07	
DEPARTMENT: 561		PARKS & GROUNDS					
230136	1 -1338	COMPSOURCE MUTUAL INSURANCEWORKERS COMP PREMIUM	9/2023	1023703774 09-01		608.84	
				DEPARTMENT TOTAL:		608.84	
DEPARTMENT: 562		ANIMAL CONTROL					
230136	1 -1338	COMPSOURCE MUTUAL INSURANCEWORKERS COMP PREMIUM	9/2023	1023703774 09-01		76.75	
				DEPARTMENT TOTAL:		76.75	
				FUND TOTAL:		11,690.80	
				GRAND TOTAL:		11,690.80	

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G / L RECAP

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PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
9/2023	10	5-211-5121	WORKERS' COMPENSATION	30.70	
9/2023	10	5-212-5121	WORKERS' COMPENSATION	30.70	
9/2023	10	5-213-5121	WORKERS' COMPENSATION	20.47	
9/2023	10	5-214-5121	WORKERS' COMPENSATION	10.23	
9/2023	10	5-216-5121	WORKERS' COMPENSATION	25.58	
9/2023	10	5-218-5121	WORKERS' COMPENSATION	15.35	
9/2023	10	5-221-5121	WORKERS' COMPENSATION	15.35	
9/2023	10	5-241-5121	WORKERS' COMPENSATION	15.35	
9/2023	10	5-311-5121	WORKERS' COMPENSATION	4,169.80	
9/2023	10	5-315-5121	WORKERS' COMPENSATION	450.24	
9/2023	10	5-321-5121	WORKERS' COMPENSATION	51.16	
9/2023	10	5-331-5121	WORKERS' COMPENSATION	10.23	
9/2023	10	5-411-5121	WORKERS' COMPENSATION	5,234.00	
9/2023	10	5-412-5121	WORKERS' COMPENSATION	306.98	
9/2023	10	5-512-5121	WORKERS' COMPENSATION	220.00	
9/2023	10	5-521-5121	WORKERS' COMPENSATION	399.07	
9/2023	10	5-561-5121	WORKERS' COMPENSATION	608.84	
9/2023	10	5-562-5121	WORKERS' COMPENSATION	76.75	11,690.80
GRAND TOTAL ESTIMATE:					0.00
GRAND TOTAL ACTUAL:					11,690.80
REPORT TOTAL:					11,690.80

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P.O.#	VENDOR #	NAME	SUMMARY	2023-09-19 Jenks City Council Agenda	INVOICE	Page 39 of 157
DEPARTMENT: 245 COMMUNITY DEVELOPMENT						
230012	1 -1073	OKLAHOMA NATURAL GAS	GAS SERVICE 23-24	9/2023	113491891 09-23	382.41
230018	1 -2101	AMERICAN WASTE CONTROL INC	TRASH SERVICE 23-24	9/2023	0006705562 09-01	208.91
DEPARTMENT TOTAL:						591.32
DEPARTMENT: 311 UNIFORMED PATROL						
230828	1 -2508	UNITED FORD	WTHR STRP, O2 ,& AXLE	9/2023	4247151 07-13	433.81
DEPARTMENT TOTAL:						433.81
DEPARTMENT: 411 FIRE SUPPRESSION						
230012	1 -1073	OKLAHOMA NATURAL GAS	GAS SERVICE 23-24	9/2023	109782864 09-23	214.53
230919	1 -1450	EMERGENCY MEDICAL SERVICE	AALS QUAL ASSU JUL1-JUN30	9/2023	09-05-23 JENKSFD	288.00
230916	1 -1750	LOWE'S BUSINESS ACCOUNT	MAINT WEIGHT EQUIPMENT	9/2023	79036 08-31	12.52
230018	1 -2101	AMERICAN WASTE CONTROL INC	TRASH SERVICE 23-24	9/2023	0006704435 09-01	210.40
230939	1 -3652	EMS HOLDINGS	SAMSON STRAP,BIO SLEVE	9/2023	40514 04-05	317.62
DEPARTMENT TOTAL:						1,043.07
DEPARTMENT: 562 ANIMAL CONTROL						
230012	1 -1073	OKLAHOMA NATURAL GAS	GAS SERVICE 23-24	9/2023	251827736 09-23	49.38
DEPARTMENT TOTAL:						49.38
FUND TOTAL:						2,117.58
GRAND TOTAL:						2,117.58

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PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
9/2023	10	5-245-5250	CONTRACTUAL SERVICES	208.91	
9/2023	10	5-245-5260	UTILITIES	382.41	
9/2023	10	5-311-5240	VEHICLE PARTS/REPAIRS	433.81	
9/2023	10	5-411-5242	MATERIALS AND SUPPLIES	330.14	
9/2023	10	5-411-5250	CONTRACTUAL SERVICES	210.40	
9/2023	10	5-411-5252	PROFESSIONAL SERVICES	288.00	
9/2023	10	5-411-5260	UTILITIES	214.53	
9/2023	10	5-562-5260	UTILITIES	49.38	2,117.58
GRAND TOTAL ESTIMATE:					0.00
GRAND TOTAL ACTUAL:					2,117.58
REPORT TOTAL:					2,117.58

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P.O.#

VENDOR #

NAME

SUMMARY REPORT

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INVOICE

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DEPARTMENT: 411		** INVALID DEPARTMENT **					
230000	1 -1112	BANCFIRST	0490090378 09-23 PR	9/2023	0490090378 09-23PR	27,607.19	
DEPARTMENT TOTAL:						27,607.19	
FUND TOTAL:						27,607.19	
GRAND TOTAL:						27,607.19	

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PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
9/2023	14	5-411-5396	MOTOR VEHICLES	27,607.19	27,607.19
GRAND TOTAL ESTIMATE:					0.00
GRAND TOTAL ACTUAL:					27,607.19
REPORT TOTAL:					27,607.19

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P.O.#	VENDOR #	NAME	SUMMARY	DATE	INVOICE	Page 43 of 157
DEPARTMENT: 231		GENERAL GOVERNMENT				
230005	1 -3664	UKG INC	QTR SUBSCRIPTION FEES	9/2023	PRINV0403200 09-11	4,295.50
					DEPARTMENT TOTAL:	4,295.50
DEPARTMENT: 311		UNIFORMED PATROL				
230383	1 -3952	LENSLOCK INC	2 CAMERAS PROERTY ROOM	9/2023	665-234-FC 08-29	1,000.00
					DEPARTMENT TOTAL:	1,000.00
					FUND TOTAL:	5,295.50
					GRAND TOTAL:	5,295.50

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2023.09.19 Jenks City Council Agenda						
PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL	
9/2023	10	5-231-5250	CONTRACTUAL SERVICES	4,295.50		
9/2023	10	5-311-5242	MATERIALS AND SUPPLIES	1,000.00	5,295.50	
GRAND TOTAL ESTIMATE:					0.00	
GRAND TOTAL ACTUAL:					5,295.50	
REPORT TOTAL:					5,295.50	

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City of Jenks
Fund 10
Financial Position
As of 08/31/2023

	Actual FY 23-24 Jul 1 - Aug 31	Budget Year 2 FY 23-24	Actual FY 22-23 Jul 1 - Aug 31
Gross Revenues:			
Sales Tax Collections	\$ 1,883,140.30	\$ 11,090,000.00	\$ 1,847,708.25
Use Tax Collections	481,160.49	2,880,000.00	471,164.66
Other Licenses & Permits	5,947.50	7,500.00	777.50
Electrical Licenses	4,000.00	15,000.00	3,250.00
Plumbing Licenses	2,775.00	15,000.00	4,375.00
Mechanical Licenses	1,839.50	9,800.00	3,250.00
Beverage Licenses	10,650.00	40,000.00	6,590.00
Solicitors Licenses	-	2,000.00	360.00
Sign Permits	360.00	2,000.00	-
Electrical Permits	3,000.00	30,000.00	4,100.00
Plumbing Permits	3,060.00	30,000.00	4,450.00
Mechanical Permits	3,875.00	30,000.00	3,925.00
Building Permits	7,958.08	220,000.00	14,163.06
Fire Permits	2,975.00	15,000.00	1,150.00
Solid Waste Revenue	9,177.15	58,000.00	8,486.83
Fireworks Permits	6,070.00	10,000.00	6,060.00
Inspection/Reinspection Fees	1,430.00	12,000.00	1,530.00
Engineering Fees	3,600.00	25,000.00	3,600.00
Building Permits Admin Fee	70.50	1,800.00	480.50
Zoning Applications	950.00	10,000.00	4,545.00
Alcoholic Beverage Tax	13,217.50	68,000.00	14,625.10
Franchise Fees	250,491.80	1,200,000.00	247,968.15
McDonald's Rental Income	4,440.00	53,000.00	8,880.00
Assessment Letter	150.00	1,000.00	100.00
Miscellaneous Revenue*	75,251.11	105,000.00	74,343.29
Municipal Court Fine	30,009.14	175,000.00	23,806.26
Miscellaneous Zoning Fees	3,400.00	40,000.00	8,400.00
Gross Receipts	19,797.90	200,000.00	26,926.18
Community Room Rental	440.00	1,490.00	180.00
Auction Sales	-	10,000.00	-
Interest	1,499.82	100,000.00	8,914.80
Interest on Investment	1,681.51	30,000.00	4,718.60
Total Gross Revenues:	\$ 2,832,417.30	\$ 16,486,590.00	\$ 2,808,828.18

Expenditures:			
City Manager	\$ 41,718.79	\$ 316,000.00	\$ 49,162.89
City Clerk	51,020.80	311,300.00	59,958.90
City Treasurer	47,161.65	235,500.00	46,334.37
City Attorney	8,846.92	69,000.00	9,436.39
Personnel	39,160.66	229,500.00	45,537.60
Admin Support / Records	13,635.20	84,400.00	16,061.39
Municipal Court	39,455.29	98,800.00	34,649.57
General Government	104,292.81	350,500.00	93,211.03
City Planner	2,851.31	103,700.00	13,176.03
Community Development	86,588.54	30,000.00	10,352.05
Uniformed Patrol	623,784.09	3,210,800.00	730,471.41
Police Reserves	36,092.31	278,100.00	47,080.70
Central Dispatch	103,868.76	655,700.00	89,526.87
Code Enforcement	11,408.05	82,100.00	13,445.62
Fire Suppression	808,851.21	3,398,000.00	779,153.68
Fire Volunteers	3,924.87	76,300.00	4,444.32
Protective Inspections	53,034.09	310,400.00	66,194.88
Street Maintenance	162,887.96	630,100.00	122,716.00
General Maintenance	3,561.30	28,500.00	1,134.79
Parks & Grounds	278,290.27	695,200.00	207,558.94
Animal Control	31,750.92	187,800.00	33,330.93
Total Operating Expenditures:	\$ 2,552,185.80	\$ 11,381,700.00	\$ 2,472,938.36
Capital Expenditures:			
Small Capital Projects	\$ -	\$ -	\$ -
Excess (deficiency) of Revenues over Expenditures:	\$ 280,231.50	\$ 5,104,890.00	\$ 335,889.82
Transfers (In/Out)			
Transfers In	1,332,000.45	\$ 8,585,110.00	\$ 1,306,407.27
Transfer In - F.59 - Horse Ranch Purchase	-	-	-
Transfers Out	(2,364,300.79)	(14,122,900.00)	(2,318,872.91)
Total Transfers:	\$ (1,032,300.34)	\$ (5,537,790.00)	\$ (1,012,465.64)
Net Change in Fund Balance:	\$ (752,068.84)	\$ (432,900.00)	\$ (676,575.82)



Financial Summary

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

DEPARTMENT	DESCRIPTION	UNITS	COST OR FEE	TOTAL FEES	FUEL \$	OTHER \$	EXEMPTED TAX	NET \$	TOTAL FEES & PURCHASES
215	Unleaded Regular	100.54	3.557	0.00	357.16	0.00	-37.52	319.64	
	PERIOD			0.00	357.16	0.00	-37.52	319.64	319.64
	YTD			0.00	1671.15	0.00	-198.74	1472.41	1472.41
252	Unleaded Plus	13.95	3.799	0.00	53.00	0.00	-5.20	47.80	
	Unleaded Regular	14.30	3.499	0.00	50.05	0.00	-5.34	44.71	
	Unleaded Super	10.06	4.059	0.00	40.83	0.00	-3.75	37.08	
	PERIOD			0.00	143.88	0.00	-14.29	129.59	129.59
	YTD			0.00	701.73	0.00	-82.30	619.43	619.43
311	Unleaded Regular	2489.64	3.551	0.00	8844.12	0.00	-928.60	7915.52	
	PERIOD			0.00	8844.12	0.00	-928.60	7915.52	7915.52
	YTD			0.00	55426.90	0.00	-6644.04	48782.86	48782.86
411	Regular Diesel #2	647.62	3.839	0.00	2479.14	0.00	-280.41	2198.73	
	Unleaded Regular	342.12	3.577	0.00	1222.61	0.00	-124.94	1097.67	
	PERIOD			0.00	3701.75	0.00	-405.35	3296.40	3296.40
	YTD			0.00	23269.34	0.00	-2798.92	20470.42	20470.42
511	Unleaded Plus	71.60	3.756	0.00	268.92	0.00	-26.72	242.20	
	Unleaded Regular	42.55	3.502	0.00	148.90	0.00	-15.86	133.04	
	PERIOD			0.00	417.82	0.00	-42.58	375.24	375.24
	YTD			0.00	2991.78	0.00	-350.98	2640.80	2640.80
512	Unleaded Regular	71.00	3.479	0.00	246.84	0.00	-26.49	220.35	
	PERIOD			0.00	246.84	0.00	-26.49	220.35	220.35
	YTD			0.00	1805.82	0.00	-216.85	1588.97	1588.97
521	Unleaded Plus	251.73	3.747	0.00	943.64	0.00	-93.87	849.77	
	Unleaded Regular	58.30	3.574	0.00	208.25	0.00	-21.75	186.50	
	Unleaded Super	19.71	4.049	0.00	79.80	0.00	-7.35	72.45	
	PERIOD			0.00	1231.69	0.00	-122.97	1108.72	1108.72
	YTD			0.00	5990.42	0.00	-676.78	5313.64	5313.64
522	Unleaded Plus	18.00	3.859	0.00	69.48	0.00	-6.71	62.77	
	Unleaded Regular	230.45	3.549	0.00	819.20	0.00	-85.93	733.27	
	PERIOD			0.00	888.68	0.00	-92.64	796.04	796.04
	YTD			0.00	3178.21	0.00	-365.98	2812.23	2812.23
523	Unleaded Plus	70.48	3.702	0.00	261.84	0.00	-26.29	235.55	
	Unleaded Regular	10.45	3.659	0.00	38.23	0.00	-3.90	34.33	
	PERIOD			0.00	300.07	0.00	-30.19	269.88	269.88
	YTD			0.00	1490.36	0.00	-161.89	1328.47	1328.47
531	Unleaded Plus	90.16	3.737	0.00	337.05	0.00	-33.64	303.41	
	Unleaded Regular	120.48	3.574	0.00	433.60	0.00	-44.94	388.66	



Financial Summary

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

DEPARTMENT	DESCRIPTION	UNITS	COST OR FEE	TOTAL FEES	FUEL \$	OTHER \$	EXEMPTED TAX	NET \$	TOTAL FEES & PURCHASES
533	Unleaded Super	118.38	3.959	0.00	470.92	0.00	-44.17	426.75	
	PERIOD			0.00	1241.57	0.00	-122.75	1118.82	1118.82
	YTD			0.00	7712.57	0.00	-864.63	6847.94	6847.94
	Unleaded Plus	165.57	3.728	0.00	619.21	0.00	-61.76	557.45	
	Unleaded Regular	242.01	3.514	0.00	848.06	0.00	-90.26	757.80	
561	Unleaded Super	80.30	3.974	0.00	319.19	0.00	-29.95	289.24	
	PERIOD			0.00	1786.46	0.00	-181.97	1604.49	1604.49
	YTD			0.00	9676.98	0.00	-1117.86	8559.12	8559.12
	Unleaded Plus	174.66	3.720	0.00	651.36	0.00	-65.16	586.20	
	PERIOD			0.00	651.36	0.00	-65.16	586.20	586.20
562	YTD			0.00	3986.51	0.00	-449.18	3537.33	3537.33
	Unleaded Regular	166.17	3.551	0.00	591.31	0.00	-61.99	529.32	
	PERIOD			0.00	591.31	0.00	-61.99	529.32	529.32
	YTD			0.00	3037.48	0.00	-360.75	2676.73	2676.73
571	PERIOD			0.00	0.00	0.00	0.00	0.00	0.00
	YTD			0.00	84.36	0.00	-13.74	70.62	70.62
911	Regular Diesel #2	4.10	3.899	0.00	15.99	0.00	-1.78	14.21	
	Unleaded Super	9.39	4.049	0.00	38.02	0.00	-3.50	34.52	
	PERIOD			0.00	54.01	0.00	-5.28	48.73	48.73
	YTD			0.00	173.96	0.00	-18.35	155.61	155.61
919	Regular Diesel #2	12.47	3.899	0.00	48.63	0.00	-5.40	43.23	
	Unleaded Regular	13.18	3.649	0.00	48.09	0.00	-4.91	43.18	
	PERIOD			0.00	96.72	0.00	-10.31	86.41	86.41
	YTD			0.00	667.84	0.00	-80.34	587.50	587.50
Unassigned	Rebate	5659.16	0.030	-169.77	0.00	0.00	0.00	0.00	
	PERIOD			-169.77	0.00	0.00	0.00	0.00	-169.77
	YTD			0.00	0.00	0.00	0.00	0.00	0.00
ACCOUNT TOTALS	Regular Diesel #2	664.19	11.637	0.00	2543.76	0.00	-287.59	2256.17	
	Unleaded Plus	856.15	30.048	0.00	3204.50	0.00	-319.35	2885.15	
	Unleaded Regular	3901.19	46.235	0.00	13856.42	0.00	-1452.43	12403.99	
	Unleaded Super	237.84	20.090	0.00	948.76	0.00	-88.72	860.04	
	Rebate	5659.16	0.030	-169.77	0.00	0.00	0.00	0.00	
	PERIOD			-169.77	20553.44	0.00	-2148.09	18405.35	18235.58
	YTD			0.00	121865.41	0.00	-14401.33	107464.08	107464.08



Financial Summary

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

DEPARTMENT	DESCRIPTION	UNITS	COST OR FEE	TOTAL FEES	FUEL \$	OTHER \$	EXEMPTED TAX	NET \$	TOTAL FEES & PURCHASES
	ACCOUNTS RECEIVABLE SUMMARY - Invoice 91263901 PREVIOUS BALANCE13092.25 PAYMENTS-13092.25 PURCHASES18405.35 DEBITS0.00 CREDITS0.00 QuikTrip Rebate-169.77 ANCILLARIES0.00 AMOUNT DUE18235.58								

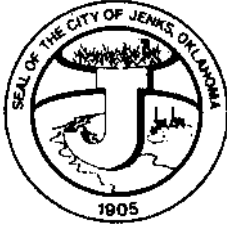
Transaction Date	Transaction Time	Card Number	Custom Vehicle/Asset ID	Units	Product	Merchant Name	Merchant Address	Merchant City	Merchant State / Province	Merchant Postal Code	Current Odometer	Adjusted Odometer	Driver Last Name	Driver Department	Department
07/20/2023	02:59:14	****01501	311 20 4189	12.2	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037		35024	Goode	311	311
07/20/2023	03:00:14	****01311	311 18 3659	12.2	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037		76362	PIERCE	311	311
07/20/2023	06:10:54	****01341	311 18 9940	4.38	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037		54954	Crow	311	311
07/20/2023	07:41:21	****00301	411 UTILITY 1	16.4	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037		39184	OSGOOD	411	411
07/20/2023	11:42:07	****01451	411 ENGINE 2	16.2	DSL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037		40859	CROWDER	411	411
07/20/2023	12:38:06	****01611	561 637 07 FORD	20.1	UN+	Quiktrip 0101	712 S Elm St	Jenks	OK	74037		121186	LEWIS	521	561
07/20/2023	14:07:59	****00451	311 13 5951	24.2	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037		108558	reid	562	311
07/20/2023	17:19:50	****01741	311 23 7347	18	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037		2109	Jackson	311	311
07/20/2023	20:21:35	****01461	411 ENGINE 1	12.2	DSL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037		39020	LAMBDIN	411	411
07/20/2023	22:39:45	****00051	311 17 4535	13.3	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037		63241	DAVIS	311	311
07/21/2023	02:19:11	****00411	311 13 9181	11.8	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037		72533	COLE	311	311
07/21/2023	03:18:27	****01351	311 18 3661	11.1	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037		61619	NUNNELEE	315	311
07/21/2023	06:17:47	****01341	311 18 9940	3.24	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037		54989	Crow	311	311
07/21/2023	07:37:08	****01271	311 18 4850	8.93	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037		46993	46962 ARNOLD	311	311
07/21/2023	09:47:12	****01531	311 20 4197	12.6	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037		30109	Solomon	311	311
07/21/2023	12:09:41	****01461	411 ENGINE 1	10.2	DSL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037		39070	YOUNG	411	411
07/21/2023	14:06:09	****00441	512 660 16 HYUNDA	13.9	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037		61411	rush	512	512
07/21/2023	14:19:50	****01771	411 601 COMMAND 1	20.3	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037		1261	OSTRUM	411	411
07/21/2023	17:13:53	****01291	311 18 3658	7.06	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037		65181	Hash	311	311
07/21/2023	18:28:51	****01421	411 TRUCK 1	17.3	DSL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037		18172	CROWDER	411	411
07/21/2023	19:09:23	****01301	311 18 9938	12.7	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037		72954	73069 SANCHEZ	311	311
07/21/2023	21:10:49	****00231	311 17 2922	12	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037		106267	simmons	311	311
07/21/2023	21:58:43	****01321	311 18 3660	7.69	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037		86068	TURNER	315	311
07/22/2023	01:28:32	****01311	311 18 3659	9.34	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037		76477	PIERCE	311	311
07/22/2023	02:50:27	****00111	311 13 9781	12	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037		123934	123991 COLE	311	311
07/22/2023	03:06:06	****01501	311 20 4189	9.55	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037		35107	35149 Goode	311	311
07/22/2023	06:06:22	****01341	311 18 9940	3.66	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037		55022	Crow	311	311
07/22/2023	08:14:41	****00611	562 10 6035	14.9	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037		91544	GRAVES	562	562
07/22/2023	09:06:52	****01451	411 ENGINE 2	18.4	DSL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037		40994	40933 Hill	411	411
07/22/2023	13:42:18	****01541	311 20 4199	6.06	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037		49045	49015 LUTTRELL	311	311
07/22/2023	22:03:44	****01321	311 18 3660	5.98	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037		86134	TURNER	315	311
07/23/2023	04:45:15	****00111	311 13 9781	6.34	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037		124008	124035 COLE	311	311
07/23/2023	05:56:42	****01541	311 20 4199	6.67	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037		49114	LUTTRELL	311	311
07/23/2023	06:08:16	****01341	311 18 9940	3.41	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037		55042	Crow	311	311
07/23/2023	10:21:38	****01461	411 ENGINE 1	11.2	DSL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037		39111	Hill	411	411
07/23/2023	13:17:12	****01631	311 21 3044	16.2	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037		27142	Galloway	311	311
07/23/2023	13:57:40	****01301	311 18 9938	10.3	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037		73068	73116 SANCHEZ	311	311
07/23/2023	14:40:54	****01641	311 21 3180	15.8	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037		6764	6813 MARKHAM	311	311
07/23/2023	23:41:40	****00811	311 17 2923	9.68	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037		90177	millier	311	311
07/24/2023	00:56:46	****00051	311 17 4535	9.7	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037		63388	DAVIS	311	311
07/24/2023	06:30:29	****00801	311 15 3007	11.5	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037		65138	gollday	311	311
07/24/2023	07:12:52	****00281	311 14 0892	9.88	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037		86502	zumwalt	315	311
07/24/2023	07:56:41	****01531	311 20 4197	7.41	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037		30168	Solomon	311	311
07/24/2023	10:53:28	****01611	561 637 07 FORD	14.2	UN+	Quiktrip 0101	712 S Elm St	Jenks	OK	74037		121315	121240 LEWIS	521	561
07/24/2023	11:30:13	****00901	311 17 4536	11.3	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037		49896	Mcnulty	311	311
07/24/2023	12:29:46	****00711	512 501 12 FORD	30.8	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037		109535	ORTEGON	512	512
07/24/2023	13:46:54	****01541	311 20 4199	9.15	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037		49216	LUTTRELL	311	311
07/24/2023	21:07:58	****01451	411 ENGINE 2	20.3	DSL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037		41026	OSGOOD	411	411
07/24/2023	21:09:07	****01471	411 COMMAND 2	7.39	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037		32649	knoepfel	411	411
07/24/2023	23:27:02	****01311	311 18 3659	6.79	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037		76578	PIERCE	311	311
07/25/2023	07:25:00	****01271	311 18 4850	7.38	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037		47095	ARNOLD	311	311
07/25/2023	07:51:44	****01331	311 18 9939	13.6	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037		63937	SEMKE	311	311
07/25/2023	10:08:38	****00801	311 15 3007	11.3	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037		65279	gollday	311	311
07/25/2023	10:43:05	****00281	311 14 0892	8.7	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037		86604	zumwalt	315	311
07/25/2023	10:44:38	****01631	311 21 3044	12.1	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037		27280	Galloway	311	311
07/25/2023	13:41:58	****01541	311 20 4199	3.72	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037		49254	LUTTRELL	311	311
07/25/2023	13:47:05	****00231	311 17 2922	11.2	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037		106424	simmons	311	311
07/25/2023	16:18:23	****01641	311 21 3180	13.4	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037		6897	MARKHAM	311	311
07/25/2023	18:27:04	****01461	411 ENGINE 1	17.2	DSL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037		39251	KRIMBILL	411	411
07/25/2023	22:37:59	****00811	311 17 2923	10.3	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037		90272	millier	311	311
07/26/2023	00:26:49	****01351	311 18 3661	12	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037		61818	NUNNELEE	315	311
07/26/2023	04:40:56	****01311	311 18 3659	7.67	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037		76685	PIERCE	311	311
07/26/2023	05:52:41	****01471	411 COMMAND 2	7.81	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037		32721	morris	411	411
07/26/2023	06:39:26	****01341	311 18 9940	3.76	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037		55063	Crow	311	311
07/26/2023	07:33:16	****01751	311 23 7303	22	UNL	Quiktrip 0071	16141 E Skelly Dr	Tulsa	OK	74116-4033		4119	CHANDLEE	311	311
07/26/2023	07:43:25	****01611	561 637 07 FORD	13.5	UN+	Quiktrip 0101	712 S Elm St	Jenks	OK	74037		121407	LEWIS	521	561
07/26/2023	08:09:15	****01281	311 18 0441	10.1	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037		36956	SCOTTD	311	311
07/26/2023	08:28:20	****01231	562 651 10 FORD	31.5	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037		100457	reid	562	562
07/26/2023	14:12:36	****01541	311 20 4199	6	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037		49327	LUTTRELL	311	311
07/27/2023	05:45:12	****00801	311 15 3007	13	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037		65459	gollday	311	311
07/27/2023	06:35:46	****01341	311 18 9940	5.1	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037		55113	Crow	311	311

07/27/2023 08:47:34	****01761	311 23 7425	22.1 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	3216	simpson-brow	311	311
07/27/2023 13:29:23	****01771	411 601 COMMAND 1	19.3 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	1530	OSTRUM	411	411
07/27/2023 13:56:45	****01362	411 COMMAND 1	17.7 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	85765	o brien	411	411
07/27/2023 14:06:19	****00231	311 17 2922	12 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	106551	simmons	311	311
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07/27/2023 15:51:53	****01611	561 637 07 FORO	20.6 UN+	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	121580	LEWIS	521	561
07/27/2023 18:16:26	****01301	311 18 9938	12 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	73188	SANCHEZ	311	311
07/28/2023 01:40:40	****01311	311 18 3659	6.54 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	76776	PIERCE	311	311
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07/28/2023 07:25:28	****00281	311 14 0892	8.14 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	86718	86678 zumwalt	315	311
07/28/2023 09:19:15	****01331	311 18 9939	14.9 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	64195	64105 SEMKE	311	311
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07/29/2023 10:27:13	****01531	311 20 4197	13.4 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	30372	30264 Solomon	311	311
07/29/2023 13:48:46	****01541	311 20 4199	10.3 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	49438	LUTTRELL	311	311
07/29/2023 14:47:15	****00231	311 17 2922	10.5 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	106679	simmons	311	311
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07/30/2023 08:20:18	****00611	562 10 6035	14.7 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	91661	GRAVES	562	562
07/30/2023 10:36:24	****00801	311 15 3007	11.8 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	65609	gollday	311	311
07/30/2023 11:35:36	****01631	311 21 3044	15.4 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	27523	Galloway	311	311
07/30/2023 13:30:00	****01541	311 20 4199	4.01 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	49480	LUTTRELL	311	311
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07/30/2023 21:34:35	****01301	311 18 9938	11.2 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	73294	SANCHEZ	311	311
07/30/2023 21:52:17	****01321	311 18 3660	7.41 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	86204	TURNER	315	311
07/31/2023 02:51:40	****00051	311 17 4535	10.6 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	63735	63769 DAVIS	311	311
07/31/2023 05:02:09	****00501	311 11 1550	18.1 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	89868	Bowdle	311	311
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07/31/2023 13:28:25	****01601	512 504 13 HILNDR	15.3 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	145579	145639 CLOYDE	511	512
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07/31/2023 18:35:19	****01451	411 ENGINE 2	16.3 DSL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	41246	Hill	411	411
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08/01/2023 05:30:24	****00281	311 14 0892	9.63 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	86834	zumwalt	315	311
08/01/2023 05:44:14	****00801	311 15 3007	12.8 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	65767	gollday	311	311
08/01/2023 10:25:57	****01751	311 23 7303	20.4 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	4426	CHANDLEE	311	311
08/01/2023 12:42:50	****01631	311 21 3044	12.9 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	27614	Galloway	311	311
08/01/2023 13:40:14	****00901	311 17 4536	13.5 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	50097	McNulty	311	311
08/01/2023 15:41:26	****01611	561 637 07 FORO	18.6 UN+	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	121678	121749 LEWIS	521	561
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08/02/2023 00:56:57	****00811	311 17 2923	14.6 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	90522	miller	311	311
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08/02/2023 03:48:22	****01311	311 18 3659	7.02 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	77002	PIERCE	311	311
08/02/2023 11:14:46	****01291	311 18 3658	10.3 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	65325	Hash	311	311
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08/02/2023 14:12:00	****00281	311 14 0892	13 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	86981	zumwalt	315	311
08/02/2023 14:22:48	****01531	311 20 4197	14.7 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	30473	Solomon	311	311
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08/02/2023 21:26:36	****00231	311 17 2922	12.7 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	106830	simmons	311	311
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08/03/2023 05:45:51	****00801	311 15 3007	14.1 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	65926	gollday	311	311
08/03/2023 10:58:07	****00301	411 UTILITY 1	24.4 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	34957	39630 MITCHELL	411	411
08/03/2023 13:29:41	****01461	411 ENGINE 1	15.4 DSL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	39468	SCHULTZE	411	411
08/03/2023 13:55:30	****01331	311 18 9939	14.6 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	64292	SEMKE	311	311
08/03/2023 13:57:06	****01781	411 602 COMMAND 2	20.6 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	225	ZICKEFOOSE	411	411
08/03/2023 17:25:53	****00111	311 13 9781	8.99 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	124165	norwood	315	311
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08/03/2023 19:33:11	****01301	311 18 9938	10.7 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	73405	SANCHEZ	311	311

08/03/2023 23:30:05	****00532	311 16 8369	9.68 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	106648	COLE	311	311
08/04/2023 05:51:01	****00501	311 11 1550	8.77 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	89981	Bowdle	311	311
08/04/2023 05:57:14	****01341	311 18 9940	4.21 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	55209	Crow	311	311
08/04/2023 10:16:51	****01271	311 18 4850	9.35 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	47336	ARNOLD	311	311
08/04/2023 11:29:10	****01451	411 ENGINE 2	17.3 DSL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	41360	YOUNG	411	411
08/04/2023 17:50:47	****00231	311 17 2922	12.3 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	106956	simmons	311	311
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08/04/2023 18:37:22	****00841	311 14 0891	11.7 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	84494	83786 KNOWLTON	311	311
08/04/2023 21:52:59	****00051	311 17 4535	8.16 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	63866	DAVIS	311	311
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08/04/2023 23:11:59	****01311	311 18 3659	9.41 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	77139	PIERCE	311	311
08/04/2023 23:29:58	****01501	311 20 4189	11.6 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	35442	Goode	311	311
08/05/2023 06:06:09	****01341	311 18 9940	6.19 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	55255	Crow	311	311
08/05/2023 09:56:17	****00611	562 10 6035	15.9 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	91787	GRAVES	562	562
08/05/2023 09:57:45	****01531	311 20 4197	12.7 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	30560	Solomon	311	311
08/05/2023 10:44:04	****01421	411 TRUCK 1	16.9 DSL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	18301	MITCHELL	411	411
08/05/2023 12:52:44	****01631	311 21 3044	15.3 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	27773	Galloway	311	311
08/05/2023 14:30:09	****00301	411 UTILITY 1	11.7 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	39643	35172 MCCAWLEY	411	411
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08/05/2023 23:12:30	****00532	311 16 8369	14.8 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	106810	COLE	311	311
08/05/2023 23:52:52	****00811	311 17 2923	8.97 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	90630	millar	311	311
08/06/2023 06:10:20	****01341	311 18 9940	4.69 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	55292	Crow	311	311
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08/06/2023 09:15:41	****01301	311 18 9938	10.6 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	73496	SANCHEZ	311	311
08/07/2023 02:15:07	****01541	311 20 4199	6.17 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	49861	LUTTRELL	311	311
08/07/2023 03:45:43	****00532	311 16 8369	15 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	106951	COLE	311	311
08/07/2023 08:54:28	****01761	311 23 7425	22.2 UNL	Quiktrip 0033	2400 E Kenosha St	Broken Arrow	OK	74014	3550	simpson-brow	311	311
08/07/2023 09:38:01	****00281	311 14 0892	6.08 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	87068	zumwalt	315	311
08/07/2023 10:04:58	****01351	311 18 3661	11.3 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	62367	NUNNELEE	315	311
08/07/2023 10:25:41	****01311	311 18 3659	7.95 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	77247	PIERCE	311	311
08/07/2023 12:04:19	****01331	311 18 9939	11.8 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	64435	64370 SEMKE	311	311
08/07/2023 12:31:32	****01451	411 ENGINE 2	19.8 DSL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	41439	YOUNG	411	411
08/07/2023 13:08:54	****01751	311 23 7303	21.3 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	4716	CHANDLEE	311	311
08/07/2023 13:35:48	****00801	311 15 3007	15.4 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	66100	gollday	311	311
08/07/2023 13:41:08	****00051	311 17 4535	12.7 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	64011	64069 DAVIS	311	311
08/07/2023 13:53:23	****00841	311 14 0891	12.5 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	84744	KNOWLTON	311	311
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08/07/2023 18:50:45	****01471	411 COMMAND 2	7.13 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	32870	flora	411	411
08/07/2023 21:47:48	****01631	311 21 3044	13.3 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	27928	Galloway	311	311
08/07/2023 23:23:50	****01301	311 18 9938	9.59 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	73635	73586 SANCHEZ	311	311
08/08/2023 00:56:03	****00231	311 17 2922	9.4 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	107068	simmons	311	311
08/08/2023 05:47:09	****01541	311 20 4199	8.5 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	49965	LUTTRELL	311	311
08/08/2023 10:45:12	****01771	411 601 COMMAND 1	15.1 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	1905	OSTRUM	411	411
08/08/2023 11:47:03	****01641	311 21 3180	15 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	7403	MARKHAM	311	311
08/08/2023 13:12:21	****01611	561 637 07 FORD	15.3 UN+	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	121816	LEWIS	521	561
08/08/2023 13:19:17	****00901	311 17 4536	12.5 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	50281	McNulty	311	311
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08/09/2023 09:38:39	****00281	311 14 0892	9.2 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	87187	zumwalt	315	311
08/09/2023 10:42:22	****01231	562 651 10 FORD	31.5 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	100729	reid	562	562
08/09/2023 11:57:53	****01751	311 23 7303	12 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	4857	CHANDLEE	311	311
08/09/2023 13:40:12	****00801	311 15 3007	14.2 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	66299	gollday	311	311
08/09/2023 15:00:27	****01461	411 ENGINE 1	13.8 DSL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	39639	SCHULTZE	411	411
08/09/2023 17:00:55	****01291	311 18 3658	9.58 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	65467	Hash	311	311
08/09/2023 17:27:03	****01451	411 ENGINE 2	11.3 DSL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	41551	Hill	411	411
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08/09/2023 20:03:08	****00411	311 13 9181	8.54 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	72613	Goode	311	311
08/09/2023 22:10:55	****00811	311 17 2923	9.8 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	90744	millar	311	311
08/09/2023 22:39:48	****01631	311 21 3044	9.81 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	28008	Galloway	311	311
08/10/2023 00:16:06	****01531	311 20 4197	10.7 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	30647	Solomon	311	311
08/10/2023 04:56:33	****00231	311 17 2922	10.7 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	107213	simmons	311	311
08/10/2023 05:30:08	****00532	311 16 8369	8.54 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	107052	COLE	311	311
08/10/2023 09:19:03	****00441	512 660 16 HYUNDA	11 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	69158	61600 rush	512	512
08/10/2023 10:01:58	****01351	311 18 3661	11.4 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	62536	NUNNELEE	315	311
08/10/2023 15:37:39	****01471	411 COMMAND 2	7.4 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	32932	flora	411	411
08/10/2023 15:41:57	****01421	411 TRUCK 1	11 DSL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	18404	LAMBDIN	411	411
08/11/2023 08:18:49	****01771	411 601 COMMAND 1	18.1 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	2151	OSTRUM	411	411

08/11/2023 08:20:27	****01301	311 18 9938	10.1 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	73770	SANCHEZ	311	311
08/11/2023 09:01:42	****01451	411 ENGINE 2	13.8 DSL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	41606	KRIMBILL	411	411
08/11/2023 10:01:53	****01751	311 23 7303	13.3 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	5016	CHANDLEE	311	311
08/11/2023 11:06:02	****01461	411 ENGINE 1	12 DSL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	39687	YOUNG	411	411
08/11/2023 13:45:04	****00051	311 17 4535	11.7 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	64156	64257 DAVIS	311	311
08/11/2023 20:35:55	****01321	311 18 3660	10.8 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	86423	TURNER	315	311
08/11/2023 21:07:22	****00411	311 13 9181	9.64 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	72723	Goode	311	311
08/11/2023 21:34:42	****01541	311 20 4199	7.4 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	50050	LUTTRELL	311	311
08/11/2023 21:45:43	****00532	311 16 8369	11.4 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	107177	COLE	311	311
08/12/2023 01:46:27	****00811	311 17 2923	10 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	90848	millier	311	311
08/12/2023 05:37:32	****01641	311 21 3180	14.4 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	7585	MARKHAM	311	311
08/12/2023 08:11:50	****00611	562 10 6035	15.3 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	91898	GRAVES	562	562
08/12/2023 10:21:18	****00051	311 17 4535	8.17 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	64237	64287 DAVIS	311	311
08/12/2023 12:59:32	****01271	311 18 4850	6.94 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	47555	ARNOLD	311	311
08/12/2023 13:10:20	****00841	311 14 0891	8.82 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	84850	KNOWLTON	311	311
08/12/2023 13:57:39	****01461	411 ENGINE 1	10.1 DSL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	39728	OSGOOD	411	411
08/12/2023 19:53:25	****01451	411 ENGINE 2	19.8 DSL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	41700	KRIMBILL	411	411
08/12/2023 21:17:11	****00411	311 13 9181	7.45 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	72823	Goode	311	311
08/12/2023 21:39:18	****01541	311 20 4199	9.9 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	50194	LUTTRELL	311	311
08/13/2023 01:25:20	****00532	311 16 8369	9.76 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	107267	COLE	311	311
08/13/2023 05:55:35	****01301	311 18 9938	9.62 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	73885	SANCHEZ	311	311
08/13/2023 08:20:30	****00051	311 17 4535	9.4 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	64344	64388 DAVIS	311	311
08/13/2023 14:24:55	****00801	311 15 3007	12.6 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	66466	gollday	311	311
08/13/2023 16:18:39	****00841	311 14 0891	11.7 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	84988	KNOWLTON	311	311
08/13/2023 21:34:28	****01541	311 20 4199	10.7 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	50321	LUTTRELL	311	311
08/14/2023 07:02:28	****01311	311 18 3659	9.6 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	77375	PIERCE	311	311
08/14/2023 07:02:32	****00281	311 14 0892	6.38 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	87262	zumwalt	315	311
08/14/2023 07:46:41	****01611	561 637 07 FORD	25 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	122003	LEWIS	521	561
08/14/2023 10:33:08	****00341	411 COMMAND 4	15.3 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	115123	115207 OSGOOD	411	411
08/14/2023 10:35:36	****01451	411 ENGINE 2	13.9 DSL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	41754	WATKINS	411	411
08/14/2023 12:43:36	****01781	411 602 COMMAND 2	20.2 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	453	ZICKEFOOSE	411	411
08/14/2023 13:06:00	****01761	311 23 7425	20 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	3867	simpson-brow	311	311
08/14/2023 16:13:19	****00841	311 14 0891	11 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	85132	KNOWLTON	311	311
08/14/2023 16:26:17	****01461	411 ENGINE 1	11.5 DSL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	39781	CROWDER	411	411
08/14/2023 20:16:51	****00801	311 15 3007	11.1 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	66616	gollday	311	311
08/14/2023 21:56:16	****01541	311 20 4199	7.46 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	50438	LUTTRELL	311	311
08/15/2023 02:54:02	****00532	311 16 8369	12.5 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	107403	COLE	311	311
08/15/2023 04:34:27	****00231	311 17 2922	11.5 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	107382	simmons	311	311
08/15/2023 08:01:44	****01771	411 601 COMMAND 1	10.2 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	2286	OSTRUM	411	411
08/15/2023 11:12:27	****00301	411 UTILITY 1	13.9 UNL	Quiktrip 7061	6601 E 32nd St	Joplin	MO	64804-7959	39812	OSGOOD	411	411
08/15/2023 11:53:08	****01461	411 ENGINE 1	6.08 DSL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	39800	SCHULTZE	411	411
08/15/2023 13:31:28	****00051	311 17 4535	12 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	64491	DAVIS	311	311
08/15/2023 14:18:08	****01311	311 18 3659	9.74 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	77507	PIERCE	311	311
08/15/2023 14:59:18	****01271	311 18 4850	3.1 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	47592	47602 ARNOLD	311	311
08/15/2023 15:01:05	****00901	311 17 4536	11.3 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	50453	Mculty	311	311
08/15/2023 18:25:27	****01451	411 ENGINE 2	15.4 DSL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	41810	CROWDER	411	411
08/15/2023 20:56:19	****01631	311 21 3044	15.7 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	28179	Galloway	311	311
08/15/2023 21:55:48	****01541	311 20 4199	8.29 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	50565	LUTTRELL	311	311
08/16/2023 07:40:33	****01281	311 18 0441	13.9 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	37120	SCOTT	311	311
08/16/2023 08:49:02	****01351	311 18 3661	12.3 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	62678	NUNNELEE	315	311
08/16/2023 09:34:45	****00281	311 14 0892	7.03 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	87354	zumwalt	315	311
08/16/2023 11:52:48	****01751	311 23 7303	17.4 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	5250	CHANDLEE	311	311
08/16/2023 13:40:02	****00801	311 15 3007	12.9 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	66769	gollday	311	311
08/16/2023 13:49:08	****01341	311 18 9940	3.86 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	55321	Crow	311	311
08/16/2023 18:56:18	****01451	411 ENGINE 2	14.5 DSL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	41871	YOUNG	411	411
08/16/2023 22:15:42	****00532	311 16 8369	8.41 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	107481	COLE	311	311
08/16/2023 23:55:07	****01321	311 18 3660	6.42 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	86479	TURNER	315	311
08/17/2023 01:44:57	****00811	311 17 2923	11.1 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	90966	millier	311	311
08/17/2023 05:30:08	****01641	311 21 3180	13 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	7761	MARKHAM	311	311
08/17/2023 05:55:40	****00111	311 13 9781	3.87 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	124216	124233 SANCHEZ	311	311
08/17/2023 06:23:52	****01301	311 18 9938	10.5 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	73993	74037 SANCHEZ	311	311
08/17/2023 08:01:41	****01611	561 637 07 FORD	25.1 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	122166	LEWIS	521	561
08/17/2023 08:05:16	****01461	411 ENGINE 1	11.3 DSL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	39853	LAMBDIN	411	411
08/17/2023 10:41:07	****01291	311 18 3658	10.2 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	65612	Hash	311	311
08/17/2023 14:17:36	****00611	562 10 6035	12.5 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	92009	GRAVES	562	562
08/17/2023 14:38:20	****00291	311 16 6483	8.98 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	93588	SANCHEZ	315	311
08/17/2023 18:38:07	****00841	311 14 0891	10 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	85248	KNOWLTON	311	311
08/17/2023 22:19:28	****01461	411 ENGINE 1	11.6 DSL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	39899	YOUNG	411	411
08/18/2023 01:16:39	****00231	311 17 2922	10.3 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	107509	simmons	311	311
08/18/2023 02:14:50	****01531	311 20 4197	12.6 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	30768	Solomon	311	311
08/18/2023 07:33:20	****01271	311 18 4850	7.15 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	47717	47687 ARNOLD	311	311
08/18/2023 07:35:34	****01731	311 23 7435	17.8 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	1507	Shouse	311	311

08/18/2023 07:42:06	****01231	562 651 10 FORD	29.9 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	101038	reid	562	562
08/18/2023 07:51:34	****01451	411 ENGINE 2	15.6 DSL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	41929	Hill	411	411
08/18/2023 10:51:25	****01751	311 23 7303	9.91 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	5386	CHANDLEE	311	311
08/18/2023 12:07:05	****01781	411 602 COMMAND 2	19.1 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	628	ZICKEFOOSE	411	411
08/18/2023 12:11:40	****01761	311 23 7425	16 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	4019	4099 simpson-brow	311	311
08/18/2023 13:49:31	****01341	311 18 9940	7.11 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	55386	Crow	311	311
08/18/2023 13:50:51	****00051	311 17 4535	9.28 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	64562	64606 DAVIS	311	311
08/18/2023 13:52:37	****00131	311 14 0890	7.55 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	98322	98378 parker	315	311
08/18/2023 15:01:13	****01471	411 COMMAND 2	9.06 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	33003	33032 MCCAULEY	411	411
08/18/2023 17:17:32	****01301	311 18 9938	10.3 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	74087	74143 SANCHEZ	311	311
08/18/2023 19:47:03	****01421	411 TRUCK 1	18.9 DSL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	18461	MCCAULEY	411	411
08/18/2023 21:49:36	****01541	311 20 4199	10.3 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	50665	50727 LUTTRELL	311	311
08/18/2023 22:11:04	****01641	311 21 3180	15.3 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	7916	MARKHAM	311	311
08/19/2023 00:32:23	****01321	311 18 3660	7.49 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	86568	TURNER	315	311
08/19/2023 04:33:22	****00811	311 17 2923	10.3 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	91076	millar	311	311
08/19/2023 07:10:38	****01311	311 18 3659	10.1 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	77640	PIERCE	311	311
08/19/2023 14:43:50	****00841	311 14 0891	9.32 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	85353	KNOWLTON	311	311
08/19/2023 21:39:33	****01631	311 21 3044	15.1 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	28326	Galloway	311	311
08/19/2023 21:49:26	****01541	311 20 4199	8.13 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	50848	50792 LUTTRELL	311	311
08/20/2023 10:31:13	****01311	311 18 3659	7.21 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	77737	PIERCE	311	311
08/20/2023 12:24:00	****01351	311 18 3661	11.3 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	62827	NUNNELEE	315	311
08/20/2023 14:48:30	****00051	311 17 4535	9.73 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	64639	64726 DAVIS	311	311
08/20/2023 16:07:20	****00841	311 14 0891	11.8 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	85438	KNOWLTON	311	311
08/20/2023 19:44:36	****01451	411 ENGINE 2	15.4 DSL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	41993	OSGOOD	411	411
08/20/2023 23:25:55	****00532	311 16 8369	12.4 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	106594	107616 COLE	311	311
08/21/2023 02:25:46	****01541	311 20 4199	11 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	50971	LUTTRELL	311	311
08/21/2023 05:49:33	****01301	311 18 9938	10.5 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	74191	74296 SANCHEZ	311	311
08/21/2023 07:57:12	****01421	411 TRUCK 1	15.3 DSL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	18499	SCHULTZE	411	411
08/21/2023 09:22:07	****01331	311 18 9939	13.4 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	64648	64459 SEMKE	311	311
08/21/2023 10:18:36	****00281	311 14 0892	10.1 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	87477	zumwalt	315	311
08/21/2023 10:19:16	****01741	311 23 7347	21.8 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	2641	Jackson	311	311
08/21/2023 10:31:27	****00901	311 17 4536	10.4 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	50620	McNulty	311	311
08/21/2023 13:33:18	****00801	311 15 3007	11.9 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	66912	gollday	311	311
08/21/2023 14:48:16	****01611	561 637 07 FORD	22.3 UN+	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	122305	LEWIS	521	561
08/21/2023 16:03:34	****01261	311 18 4849	10.5 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	76241	KNOWLTON	311	311
08/21/2023 17:16:22	****01461	411 ENGINE 1	7.18 DSL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	39937	SCHULTZE	411	411
08/21/2023 21:22:35	****01631	311 21 3044	14.1 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	28419	Galloway	311	311
08/22/2023 20:16:36	****00801	311 15 3007	11 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	67047	gollday	311	311
08/22/2023 23:01:50	****00231	311 17 2922	8.35 UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	107681	107608 simmons	311	311



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

MEMORANDUM

To: **Christopher Shrout, City Manager**

From: **Chris Cloyde, PE, CFM, City Engineer**

Date: **September 5, 2023**

Re: **Final Acceptance – Estates at Ritz Hollow**
South Fir Street & West 111th Street
Resolution No. 815

The installation of waterline, sanitary sewer, stormwater, and streets public infrastructure has been satisfactorily completed in, and in association with, the **Estates at Ritz Hollow** subdivision. There were routine inspections by Public Works, Engineering, and Planning Department personnel to ensure all work meets City of Jenks standards and is in accordance with the construction plans.

An inspection punch list was prepared and all items on the punch list have been completed as required.

In conformance with City of Jenks Subdivision Regulations, it is recommended that the City Council approve final acceptance of the public infrastructure associated with **Estates at Ritz Hollow**.

Attachments:

Inspection Memorandum
Location Map
Maintenance Bonds
Resolution No. 815



CITY OF JENKS
211 NORTH ELM STREET • P.O. BOX 2007
JENKS, OKLAHOMA 74037-2007
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INSPECTION MEMORANDUM

To: **Chris Cloyde, PE, CFM, City Engineer**

From: **Chuck Miller, Engineering Technician**

Date: **September 5, 2023**

Re: **Final Acceptance – Estates at Ritz Hollow**
South Fir Street & West 111th Street
Resolution No. 815

Recently, a final inspection was done to verify that all items, constructed for the **Estates at Ritz Hollow** subdivision, have been satisfactorily completed. All items have been finished as required, and the public infrastructure is in conformance to City of Jenks public infrastructure guidelines.

Maintenance bonds have been provided for the following public infrastructure items:

**Waterline
Sanitary Sewer
Stormwater
Streets**

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

LOCATION MAP

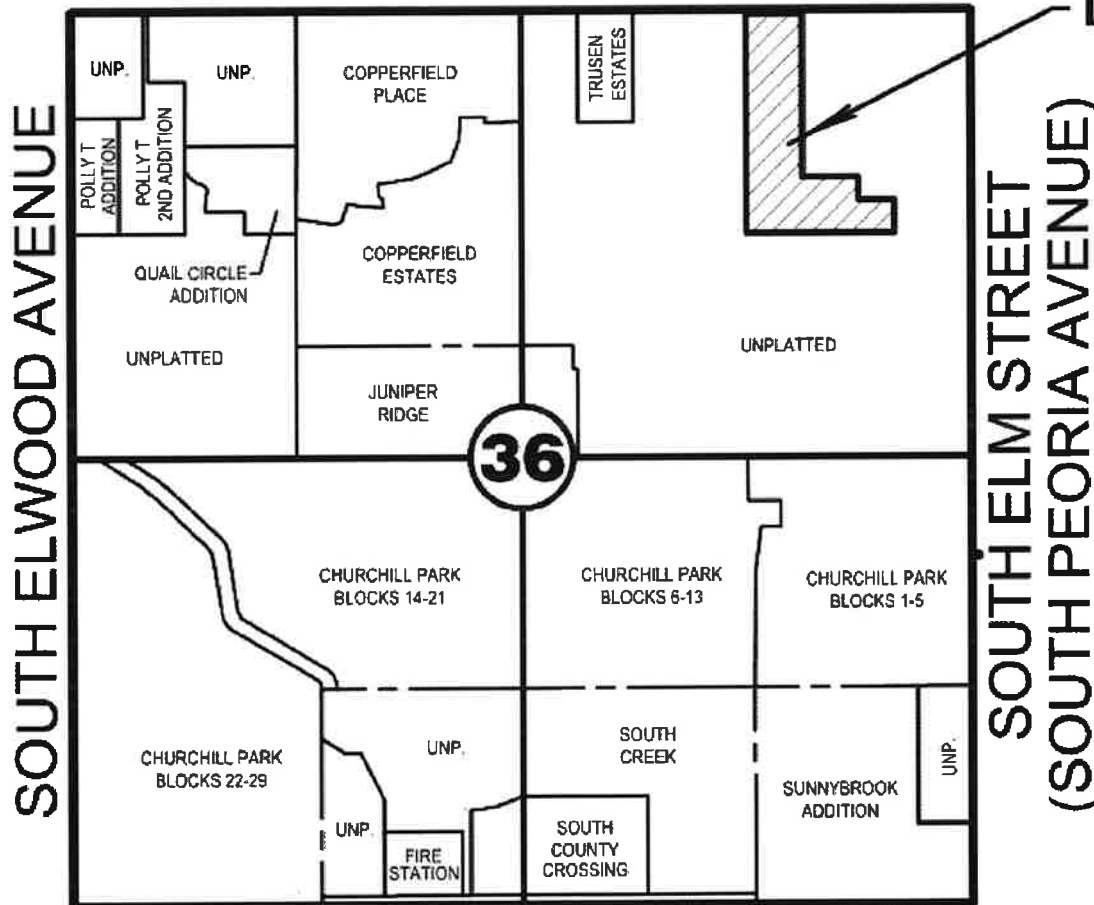
ESTATES AT RITZ HOLLOW

R 12 E



WEST 111TH STREET SOUTH

LOCATION



T 18 N

WEST 121ST STREET SOUTH

Bond No. 4904138

SECTION 00420

MAINTENANCE BOND

WHEREAS, the undersigned, McGuire Brothers Construction, Inc has executed Contract dated the 31st day of May, 2023, designated for Paving to Serve Estates at Ritz Hollow

for the City of Jenks, Jenks, Oklahoma, including all of the work mentioned and described in said Contract, and to be performed by the undersigned strictly and punctually in accordance with the terms, conditions, plans and specifications thereof,

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS That McGuire Brothers Construction, Inc of Tulsa, OK as Principal, and Great American Insurance Company of Tulsa, OK as Surety, are jointly and severally, firmly held and bound unto the OWNER in the sum of ***See below*** dollars (\$ 197,359 31) lawful money of the United States of America, same being the approximate cost of the Contract herein referred to, for the payment of which sum well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents

***One hundred ninety-seven thousand, three hundred fifty-nine dollars and 31/100-----

THE CONDITION OF THIS BOND is such that the said Principal and Surety herein named do hereby agree and bind themselves unto and guarantee the OWNER that all work done under said contract, was constructed to conform with specifications prepared by the City of Jenks and in such a manner that the same shall endure without need of any repair arising from defective workmanship or materials for a period of one year from and after the formal acceptance of said project by the City of Jenks City Council, and that at the expense of said Principal and/or Surety, all failures occurring and arising from any defect in material or workmanship within said period of one year shall be promptly repaired, within ten (10) days after notice to said Principal by letter deposited in the United States mail, addressed to said Principal at 8415 South Regency Drive, Tulsa, OK 74131 and copied to said Surety; and it being further agreed that upon the neglect, failure or refusal of the Principal to make any needed repairs or backfills upon said project or any work connected therewith within the aforesaid ten (10) day period or other city negotiated period, that the said Principal and Surety shall jointly and severally be liable to the OWNER for the costs and expenses of making such repairs or backfills, or making good such defects or imperfections.

NOW, THEREFORE, if the said Principal and Surety shall faithfully and securely keep and perform all of the obligations herein provided to be kept and performed by them, or either of them, then this obligation shall be null and void and of no force and effect, otherwise to be and remain in full force and effect at all times

SIGNED, SEALED AND DELIVERED this 2nd day of June, 2023.

CONTRACTOR (Principal)

ATTEST.

McGuire Brothers Construction, Inc

Title

Produce Malt
Corp. Sec.

Title Pres.

(SEAL)

(SEAL)

Great American Insurance Company

Surety

Attorney In Fact, Jamie Burris

(SEAL)

(Accompany the bond with a Power of Attorney)

GREAT AMERICAN INSURANCE COMPANY®**Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740**

The number of persons authorized by
this power of attorney is not more than Ten

No 0 21852

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below

Name	Address	Limit of Power
Travis E Brown	Mark Edward Long	All
Jamie Burris	Thomas Perrault	\$100,000,000
John Kelly Deer	Stephen M. Poleman	
Vaughn P. Graham	Michael J. Swenton	
Vaughn Paul Graham, Jr		
Kristin Lewis		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 13th day of July, 2022



Atty L C. B.
Assistant Secretary

Mark V. Vicario
Divisional Senior Vice President

MARK VICARIO (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss

On this 13th day of July, 2022, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument, that he knows the seal of the said Company, that the seal affixed to the said instrument is such corporate seal, that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority



SUSAN A. KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2025

Susan A. Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company as surety, any and all bonds, undertakings and contracts of suretyship or other written obligations in the nature thereof, to prescribe their respective duties and the respective limits of their authority, and to revoke any such appointment at any time

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed

CERTIFICATION

I, STEPHEN C. BERALLIA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 2nd

day of June

, 2023



Atty L C. B.
Assistant Secretary



MCGUBRO-01

DCOX

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/2/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Rich & Cartmill, Inc. 2738 E. 51st Street, Suite 400 Tulsa, OK 74105	CONTACT NAME: Danette Cox PHONE (A/C, No, Ext): (918) 293-7196 FAX (A/C, No): E-MAIL ADDRESS: dc Cox@rcins.com																		
INSURER(S) AFFORDING COVERAGE																			
INSURED McGuire Brothers Construction Inc 8415 South Regency Drive Tulsa, OK 74131	<table border="0" style="width: 100%;"> <tr> <td style="width: 80%;">INSURER A</td> <td>Continental Ins Co</td> <td style="text-align: right;">NAIC #</td> </tr> <tr> <td>INSURER B</td> <td>Valley Forge Ins Co</td> <td style="text-align: right;">35289</td> </tr> <tr> <td>INSURER C</td> <td>Continental Casualty Co</td> <td style="text-align: right;">20508</td> </tr> <tr> <td>INSURER D</td> <td></td> <td style="text-align: right;">20443</td> </tr> <tr> <td>INSURER E</td> <td></td> <td></td> </tr> <tr> <td>INSURER F</td> <td></td> <td></td> </tr> </table>	INSURER A	Continental Ins Co	NAIC #	INSURER B	Valley Forge Ins Co	35289	INSURER C	Continental Casualty Co	20508	INSURER D		20443	INSURER E			INSURER F		
INSURER A	Continental Ins Co	NAIC #																	
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INSURER D		20443																	
INSURER E																			
INSURER F																			

COVERAGES	CERTIFICATE NUMBER	REVISION NUMBER	LIMITS
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.			
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY EFF (MM/DD/YYYY) POLICY EXP (MM/DD/YYYY)
A	X COMMERCIAL GENERAL LIABILITY		
	CLAIMS MADE X OCCUR	7018721141	7/1/2022 7/1/2023
	GEN'L AGGREGATE LIMIT APPLIES PER		
	POLICY X PROJ LOC		
	OTHER		
			EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY		
	X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY	7018721155	7/1/2022 7/1/2023
	SCHEDULED AUTOS NON-OWNED AUTOS ONLY		
			COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	X UMBRELLA LIAB X OCCUR		
	EXCESS LIAB CLAIMS MADE	7018721169	7/1/2022 7/1/2023
	DED X RETENTIONS 10,000		
			EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N N/A	7018721172
	If yes, describe under DESCRIPTION OF OPERATIONS below		
			X PER STATUTE OTH-ER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000
C	Equipmt - Ded \$2,500	4022278675	7/1/2022 7/1/2023
			Leased/Rented Max 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Job 202224
 Job Name. Ritz Hollow Paving
 Job No. 202224

CERTIFICATE HOLDER

CANCELLATION

City of Jenks
 211 N. Elm Street
 Jenks, OK 74037

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS

AUTHORIZED REPRESENTATIVE

SECTION 00420

MAINTENANCE BOND

WHEREAS, the undersigned, K-V Contracting, LLC has executed Contract dated the ____ day of _____, 20____, designated for Sanitary Sewer for Estates at Ritz Hollow, Jenks, Oklahoma, including all of the work mentioned and described in said Contract, and to be performed by the undersigned strictly and punctually in accordance with the terms, conditions, plans and specifications thereof,

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:
That K-V Contracting, LLC of Catoosa, OK as Principal,
and Harco National Insurance Company of Raleigh, NC as Surety,
are jointly and severally, firmly held and bound unto the OWNER in the sum of One Hundred Forty-six Thousand Seven Hundred Eighty-six & 50/100 dollars (\$ 146,786.50) lawful money of the United States of America, same being the approximate cost of the Contract herein referred to, for the payment of which sum well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND is such that the said Principal and Surety herein named do hereby agree and bind themselves unto and guarantee the OWNER that all work done under said contract, was constructed to conform with specifications prepared by the City of Jenks and in such a manner that the same shall endure without need of any repair arising from defective workmanship or materials for a period of one year from and after the formal acceptance of said project by the City of Jenks City Council, and that at the expense of said Principal and/or Surety, all failures occurring and arising from any defect in material or workmanship within said period of one year shall be promptly repaired, within ten (10) days after notice to said Principal by letter deposited in the United States mail, addressed to said Principal at PO Box 859, Catoosa, OK 74015 and copied to said Surety; and it being further agreed that upon the neglect, failure or refusal of the Principal to make any needed repairs or backfills upon said project or any work connected therewith within the aforesaid ten (10) day period or other city negotiated period, that the said Principal and Surety shall jointly and severally be liable to the OWNER for the costs and expenses of making such repairs or backfills, or making good such defects or imperfections.

NOW, THEREFORE, if the said Principal and Surety shall faithfully and securely keep and perform all of the obligations herein provided to be kept and performed by them, or either of them, then this obligation shall be null and void and of no force and effect, otherwise to be and remain in full force and effect at all times

SIGNED, SEALED AND DELIVERED this 9th day of August, 2023.

CONTRACTOR (Principal)

ATTEST:

K-V Contracting, LLC

Title

[Signature]
Title

(SEAL)

(SEAL)

Harco National Insurance Company

Surety

[Signature]
Attorney In Fact, Jamie M Burris

(SEAL)

(Accompany the bond with a Power of Attorney)

Bond # 0838827

POWER OF ATTORNEY
HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY
 Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

VAUGHN GRAHAM, JR., VAUGHN P. GRAHAM, CAREY KENNEMER, SHELLI R. SAMSEL, TOM PERRAULT, BECKY KILLMAN, KRISTIN LEWIS, FAITH BURLESON, STEPHEN M. POLEMAN, VICKI WILSON, TRAVIS F. BROWN, DWIGHT A. PILGRIM, J. KELLY DEER, DEBORAH L. RAPER, AUSTIN K. GREENHAW, JAMIE M. BURRIS, RYAN MATTHEW SANDERS, JOSHUA BRYAN

Tulsa, OK

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto, and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation, and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2022



STATE OF NEW JERSEY
County of Essex

Kenneth Chapman
Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

STATE OF ILLINOIS
County of Cook



On this 31st day of December, 2022, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, that the seals affixed to said instrument are the Corporate Seals of said Companies, that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written

Cathy Cruz
a Notary Public of New Jersey
My Commission Expires April 16, 2024

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, August 9, 2023

Irene Martins, Assistant Secretary

K-VCONT-02

MHALL



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/9/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT. If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s)

PRODUCER Rich & Cartmill, Inc 2738 E. 51st Street, Suite 400 Tulsa, OK 74105		CONTACT NAME _____ PHONE (A/C, No, Ext) (918) 743-8811 E-MAIL richcartmill@rcins.com ADDRESS _____		FAX (A/C, No) (918) 744-8429	
		INSURER(S) AFFORDING COVERAGE		NAIC #	
		INSURER A EMPLOYERS MUTUAL CAS CO		21415	
		INSURER B Accident Fund National Ins Co		12305	
		INSURER C			
		INSURER D			
		INSURER E			
		INSURER F			

INSURED

K-V Contracting, LLC
PO Box 859
Catoosa, OK 74015

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY CLAIMS MADE ☒ OCCUR ☒ Jobsite Poll GEN'L AGGREGATE LIMIT APPLIES PER POLICY ☒ PRO ☐ LOC OTHER _____		5D9857524	1/17/2023	1/17/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS COMPIOP AGG \$ 2,000,000 Jobsite Polluti \$ 250,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY Comp Ded \$1,000 ☒ UMBRELLA LIAB ☐ EXCESS LIAB DED _____ RETENTION \$ _____	☒ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY Coll Ded \$1,000	5E9857524	1/17/2023	1/17/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 100,000 BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____ EACH OCCURRENCE \$ _____ AGGREGATE \$ _____
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ Y ☐ N/A	WCP100033129	6/1/2023	6/1/2024	☒ PER STATUTE E L EACH ACCIDENT \$ 1,000,000 E L DISEASE EA EMPLOYEE \$ 1,000,000 E L DISEASE POLICY LIMIT \$ 1,000,000
A	Equipment Floater		5C9857524	1/17/2023	1/17/2024	Leased Eq 450,000
A	Installation		5C9857524	1/17/2023	1/17/2024	Installation 50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Owner Excluded from WC

Re Estates at Ritz Hollow

CERTIFICATE HOLDER

CANCELLATION

City of Jenks
 P.O. Box 910
 Jenks, OK 74037

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Bond No

SECTION 00420

MAINTENANCE BOND

WHEREAS, the undersigned, K-V Contracting, LLC has executed Contract dated the ____ day of _____, 20____, designated for Storm Sewer for Estates at Ritz Hollow, Jenks, Oklahoma, including all of the work mentioned and described in said Contract, and to be performed by the undersigned strictly and punctually in accordance with the terms, conditions, plans and specifications thereof,

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That K-V Contracting, LLC of Catoosa, OK as Principal, and Harco National Insurance Company of Raleigh, NC as Surety, are jointly and severally, firmly held and bound unto the OWNER in the sum of One Hundred Fifteen Thousand Four Hundred Seventy-nine & 00/100 dollars (\$ 115,479.00) lawful money of the United States of America, same being the approximate cost of the Contract herein referred to, for the payment of which sum well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND is such that the said Principal and Surety herein named do hereby agree and bind themselves unto and guarantee the OWNER that all work done under said contract, was constructed to conform with specifications prepared by the City of Jenks and in such a manner that the same shall endure without need of any repair arising from defective workmanship or materials for a period of one year from and after the formal acceptance of said project by the City of Jenks City Council, and that at the expense of said Principal and/or Surety, all failures occurring and arising from any defect in material or workmanship within said period of one year shall be promptly repaired, within ten (10) days after notice to said Principal by letter deposited in the United States mail, addressed to said Principal at PO Box 859, Catoosa, OK 74015 and copied to said Surety; and it being further agreed that upon the neglect, failure or refusal of the Principal to make any needed repairs or backfills upon said project or any work connected therewith within the aforesaid ten (10) day period or other city negotiated period, that the said Principal and Surety shall jointly and severally be liable to the OWNER for the costs and expenses of making such repairs or backfills, or making good such defects or imperfections.

NOW, THEREFORE, if the said Principal and Surety shall faithfully and securely keep and perform all of the obligations herein provided to be kept and performed by them, or either of them, then this obligation shall be null and void and of no force and effect, otherwise to be and remain in full force and effect at all times.

SIGNED, SEALED AND DELIVERED this 9th day of August, 2023.

CONTRACTOR (Principal)

ATTEST:

K-V Contracting, LLC

Title

Title

(SEAL)

(SEAL)

Harco National Insurance Company

Surety

Attorney In Fact, Jamie M. Burns

(SEAL)

(Accompany the bond with a Power of Attorney)

Bond # 0838830

POWER OF ATTORNEY
HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY
 Member companies of IAT Insurance Group, Headquartered, 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

KNOW ALL MEN BY THESE PRESENTS That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

VAUGHN GRAHAM, JR., VAUGHN P. GRAHAM, CAREY KENNEMER, SHELLI R. SAMSEL, TOM PERRAULT, BECKY KILLMAN, KRISTIN LEWIS, FAITH BURLESON, STEPHEN M. POLEMAN, VICKI WILSON, TRAVIS E. BROWN, DWIGHT A. PILGRIM, J. KELLY DEER, DEBORAH L. RAPER, AUSTIN K. GREENHAW, JAMIE M. BURRIS, RYAN MATTHEW SANDERS, JOSHUA BRYAN

Tulsa, OK

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surely, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation, and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2022



STATE OF NEW JERSEY
County of Essex

Kenneth Chapman
Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

STATE OF ILLINOIS
County of Cook



On this 31st day of December, 2022, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, that the seals affixed to said instrument are the Corporate Seals of said Companies, that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written

Cathy Cruz
a Notary Public of New Jersey
My Commission Expires April 16, 2024

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, August 9, 2023

Irene Martins, Assistant Secretary



K-VCONT-02

MHALL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/9/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Rich & Cartmill, Inc. 2738 E 51st Street, Suite 400 Tulsa, OK 74105		CONTACT NAME PHONE (A/C, No Ext) (918) 743-8811 E-MAIL richcartmill@rcins.com ADDRESS		FAX (A/C, No) (918) 744-8429	
		INSURER(S) AFFORDING COVERAGE		NAIC #	
INSURED K-V Contracting, LLC PO Box 859 Catoosa, OK 74015		INSURER A EMPLOYERS MUTUAL CAS CO		21415	
		INSURER B Accident Fund National Ins Co		12305	
		INSURER C			
		INSURER D			
		INSURER E			
		INSURER F			

COVERAGES		CERTIFICATE NUMBER.		REVISION NUMBER.			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY CLAIMS MADE ☒ OCCUR ☒ Jobsite Poll GEN'L AGGREGATE LIMIT APPLIES PER POLICY ☒ PRO ☐ JECT ☐ LOC OTHER			5D9857524	1/17/2023	1/17/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS / COMP/OP AGG \$ 2,000,000 Jobsite Polluti \$ 250,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☒ Comp Ded \$1,000 ☒ SCHEDULED AUTOS ☒ NON OWNED AUTOS ONLY ☒ Coll Ded \$1,000			5E9857524	1/17/2023	1/17/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 100,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTIONS						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N		WCP100033129	6/1/2023	6/1/2024	☒ PER STATUTE ☐ OTH ER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE EA EMPLOYEE \$ 1,000,000 E L DISEASE POLICY LIMIT \$ 1,000,000
A	Equipment Floater			5C9857524	1/17/2023	1/17/2024	Leased Eq 450,000
A	Installation			5C9857524	1/17/2023	1/17/2024	Installation 50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Owner Excluded from WC

Re. Estates at Ritz Hollow

CERTIFICATE HOLDER

City of Jenks
 P.O. Box 910
 Jenks, OK 74037

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

SECTION 00420

MAINTENANCE BOND

WHEREAS, the undersigned, K-V Contracting, LLC has executed Contract dated the ____ day of _____, 20____, designated for Waterline for Estates at Ritz Hollow, Jenks, Oklahoma, including all of the work mentioned and described in said Contract, and to be performed by the undersigned strictly and punctually in accordance with the terms, conditions, plans and specifications thereof,

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:
That K-V Contracting, LLC of Catoosa, OK as Principal, and Harco National Insurance Company of Raleigh, NC as Surety, are jointly and severally, firmly held and bound unto the OWNER in the sum of Eighty-seven Thousand Six Hundred Eighteen & 50/100 dollars (\$ 87,618.50) lawful money of the United States of America, same being the approximate cost of the Contract herein referred to, for the payment of which sum well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND is such that the said Principal and Surety herein named do hereby agree and bind themselves unto and guarantee the OWNER that all work done under said contract, was constructed to conform with specifications prepared by the City of Jenks and in such a manner that the same shall endure without need of any repair arising from defective workmanship or materials for a period of one year from and after the formal acceptance of said project by the City of Jenks City Council, and that at the expense of said Principal and/or Surety, all failures occurring and arising from any defect in material or workmanship within said period of one year shall be promptly repaired, within ten (10) days after notice to said Principal by letter deposited in the United States mail, addressed to said Principal at PO Box 859, Catoosa, OK 74015 and copied to said Surety; and it being further agreed that upon the neglect, failure or refusal of the Principal to make any needed repairs or backfills upon said project or any work connected therewith within the aforesaid ten (10) day period or other city negotiated period, that the said Principal and Surety shall jointly and severally be liable to the OWNER for the costs and expenses of making such repairs or backfills, or making good such defects or imperfections.

NOW, THEREFORE, if the said Principal and Surety shall faithfully and securely keep and perform all of the obligations herein provided to be kept and performed by them, or either of them, then this obligation shall be null and void and of no force and effect, otherwise to be and remain in full force and effect at all times.

SIGNED, SEALED AND DELIVERED this 9th day of August, 2023.

CONTRACTOR (Principal)

ATTEST:

K-V Contracting, LLC

Title

Title

(SEAL)

(SEAL)

Harco National Insurance Company

Surety

Attorney in Fact, Jamie M. Burnis

(SEAL)

(Accompany the bond with a Power of Attorney)

Bond # 0838829

POWER OF ATTORNEY
HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY
 Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

KNOW ALL MEN BY THESE PRESENTS That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

VAUGHN GRAHAM, JR., VAUGHN P. GRAHAM, CAREY KENNEMER, SHELLI R. SAMSEL, TOM PERRAULT, BECKY KILLMAN, KRISTIN LEWIS, FAITH BURLESON, STEPHEN M. POLEMAN, VICKI WILSON, TRAVIS F. BROWN, DWIGHT A. PILGRIM, J. KELLY DEER, DEBORAH L. RAPER, AUSTIN K. GREENHAW, JAMIE M. BURRIS, RYAN MATTHEW SANDERS, JOSHUA BRYAN

Tulsa, OK

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto, and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation, and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed "

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2022



STATE OF NEW JERSEY
County of Essex

Kenneth Chapman

Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

STATE OF ILLINOIS
County of Cook



On this 31st day of December, 2022, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, that the seals affixed to said instrument are the Corporate Seals of said Companies, that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written

Cathy Cruz
a Notary Public of New Jersey
My Commission Expires April 16, 2024

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, August 9, 2023

A00171

Irene Martins, Assistant Secretary



K-VCONT-02

MHALL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/9/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed if SUBROGATION IS WAIVED, subject to the terms and conditions of the policy. Certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Rich & Cartmill, Inc 2738 E. 51st Street, Suite 400 Tulsa, OK 74105		CONTACT NAME PHONE (A/C, No, Ext) (918) 743-8811 E-MAIL richcartmill@rcins.com ADDRESS		FAX (A/C, No) (918) 744-8429	
		INSURER(S) AFFORDING COVERAGE		NAIC #	
INSURED K-V Contracting, LLC PO Box 859 Catoosa, OK 74015		INSURER A EMPLOYERS MUTUAL CAS CO		21415	
		INSURER B Accident Fund National Ins Co		12305	
		INSURER C			
		INSURER D			
		INSURER E			
		INSURER F			

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR ☒ Jobsite Poll GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY ☒ PROJECT ☐ LOC ☐ OTHER		5D9857524	1/17/2023	1/17/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS COMP/OP AGG \$ 2,000,000 Jobsite Polluti \$ 250,000 COMBINED SINGLE LIMIT (Ea accident) \$ 100,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY Comp Ded \$1,000 ☒ SCHEDULED AUTOS NON OWNED AUTOS ONLY Coll Ded \$1,000		5E9857524	1/17/2023	1/17/2024	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION S					EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A	WCP100033129	6/1/2023	6/1/2024	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Equipment Floater		5C9857524	1/17/2023	1/17/2024	Leased Eq 450,000
A	Installation		5C9857524	1/17/2023	1/17/2024	Installation 50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Owner Excluded from WC

Re: Estates at Ritz Hollow

CERTIFICATE HOLDER City of Jenks P O Box 910 Jenks, OK 74037	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS AUTHORIZED REPRESENTATIVE
--	---

RESOLUTION NO. 815

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JENKS, OKLAHOMA ACCEPTING AS DEDICATED PUBLIC IMPROVEMENTS FOR THE ESTATES AT RITZ HOLLOW DEVELOPMENT, OWNED BY THE BRUMBLE GROUP, LLC. LOCATED WITHIN SECTION 36, TOWNSHIP 18N, RANGE 12E OF THE INDIAN BASE AND MERIDIAN, CITY OF JENKS, TULSA COUNTY, STATE OF OKLAHOMA.

WHEREAS, certain public improvements required by the City of Jenks' Subdivision Regulations have been constructed in the Estates at Ritz Hollow development within the City of Jenks, Oklahoma; and

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

Waterline: 2,700 LF – 6" PVC C900 (\$175,237)
 Sanitary Sewer: 1,684 LF of 8" SDR 35 & 900 LF of 8" C900 (\$293,573)
 Storm Sewer: 1,100 LF of 18"-36" CPP and 84 LF of 5'x2.5' RCB (\$230,958)
 Streets: 1,872 LF of asphalt pavement w/curb & gutter (\$394,718)

WHEREAS, the design and construction of those public improvements meet the requirements of the City of Jenks' Subdivision Guidelines; and

WHEREAS, the City Engineer has received and reviewed the As-Built Construction Plans (Record Drawings) for those public improvements; and

WHEREAS, The City has received the one-year maintenance bonds required by the City of Jenks' Subdivision Regulation for said public improvements; and

WHEREAS, the City of Jenks' Subdivision Regulations require that all public improvements be formally accepted by the Jenks City Council.

THEREFORE, BE IT RESOLVED by the Jenks City Council of City of Jenks, Oklahoma public improvements and all required easements for Estates at Ritz Hollow are formally accepted by the City of Jenks.

Approved in open meeting by the City Council of the City of Jenks, Oklahoma this ____ day of _____, 2023.

CITY OF JENKS, OKLAHOMA

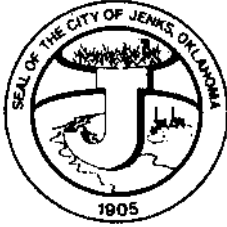
MAYOR

Attest:

CITY CLERK

Approved as to form:

CITY ATTORNEY



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

MEMORANDUM

To: **Christopher Shrout, City Manager**

From: **Chris Cloyde, PE, CFM, City Engineer**

Date: **September 5, 2023**

Re: **Final Acceptance – Jenks Landing II**
West 114th Street South & South James Avenue
Resolution No. 816

The installation of waterline public infrastructure has been satisfactorily completed in, and in association with, the **Jenks Landing II** development. There were routine inspections by Public Works, Engineering, and Planning Department personnel to ensure all work meets City of Jenks standards and is in accordance with the construction plans.

An inspection punch list was prepared and all items on the punch list have been completed as required.

In conformance with City of Jenks Subdivision Regulations, it is recommended that the City Council approve final acceptance of the public infrastructure associated with **Jenks Landing II**.

Attachments:
Inspection Memorandum
Location Map
Maintenance Bond
Resolution No. 816



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

INSPECTION MEMORANDUM

To: Chris Cloyde, PE, CFM, City Engineer

From: Chuck Miller, Engineering Technician

Date: September 5, 2023

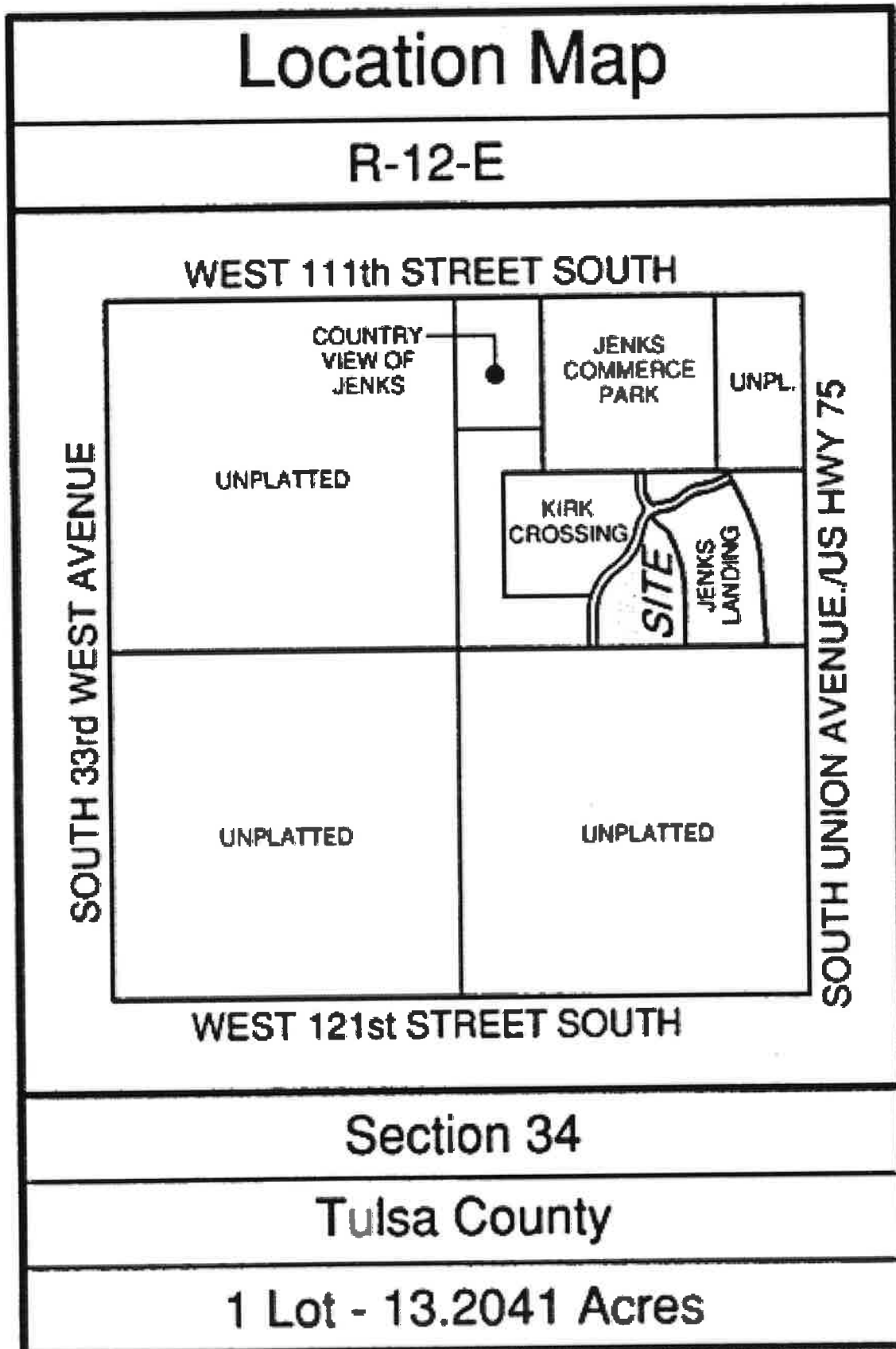
Re: Final Acceptance – Jenks Landing II
West 114th Street South & South James Avenue.
Resolution No. 816

Recently, a final inspection was done to verify that all items, constructed for the **Jenks Landing II** development have been satisfactorily completed. All items have been finished as required, and the public infrastructure is in conformance to City of Jenks public infrastructure guidelines.

A maintenance bond has been provided for the following public infrastructure item:

Waterline

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



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N

Bond No. 2349001

SECTION 00420

MAINTENANCE BOND

WHEREAS, the undersigned, D-Kerns Construction, Inc has executed Contract dated the day of , 20 , designated for
Jenks Landing Apartments
 for the City of Jenks , Jenks, Oklahoma, including all of the work mentioned and described in said Contract, and to be performed by the undersigned strictly and punctually in accordance with the terms, conditions, plans and specifications thereof,

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That D-Kerns Construction, Inc of Catoosa, OK as Principal,
 and Swiss Re Corporate Solutions America Insurance Corporation of Kansas City, MO as Surety,
 are jointly and severally, firmly held and bound unto the OWNER in the sum of ***See Below*** dollars
 (\$ 646,160.00) lawful money of the United States of America, same being the approximate cost of the
 Contract herein referred to, for the payment of which sum well and truly to be made, we hereby bind ourselves,
 our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents

***Six hundred forty-six thousand, one hundred sixty dollars and no/100-----

THE CONDITION OF THIS BOND is such that the said Principal and Surety herein named do hereby agree and bind themselves unto and guarantee the OWNER that all work done under said contract, was constructed to conform with specifications prepared by the City of Jenks and in such a manner that the same shall endure without need of any repair arising from defective workmanship or materials for a period of one year from and after the formal acceptance of said project by the City of Jenks City Council, and that at the expense of said Principal and/or Surety, all failures occurring and arising from any defect in material or workmanship within said period of one year shall be promptly repaired, within ten (10) days after notice to said Principal by letter deposited in the United States mail, addressed to said Principal at 2310 N. Hwy 66, Suite A-1, Catoosa, OK 74015 and copied to said Surety; and it being further agreed that upon the neglect, failure or refusal of the Principal to make any needed repairs or backfills upon said project or any work connected therewith within the aforesaid ten (10) day period or other city negotiated period, that the said Principal and Surety shall jointly and severally be liable to the OWNER for the costs and expenses of making such repairs or backfills, or making good such defects or imperfections.

NOW, THEREFORE, if the said Principal and Surety shall faithfully and securely keep and perform all of the obligations herein provided to be kept and performed by them, or either of them, then this obligation shall be null and void and of no force and effect, otherwise to be and remain in full force and effect at all times.

SIGNED, SEALED AND DELIVERED this 30th day of August, 2023.

ATTEST:

Kyle J. Jones
 Title Secretary

(SEAL)

Swiss Re Corporate Solutions America Insurance Corporation
 Surety

(SEAL)

CONTRACTOR (Principal)

D-Kerns Construction, Inc

[Signature]
 Title Vice President

(SEAL)

[Signature]
 Attorney In Fact (Jamie Burris)

(Accompany the bond with a Power of Attorney)

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
 SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
 WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

JOHN K. DEER, VAUGHN P. GRAHAM, JR., STEPHEN M. POLEMAN, TRAVIS E. BROWN, DEBORAH L. RAPER, JAMIL HURRIS, SHELLER S. SAMSEL, MARK D. NOWELL,
VICKI WILSON, AUSTIN K. GREENHAW, CLAYTON HOWELL, CARLY L. KENNEMER, RANDY D. WEBB, AARON WOOLSEY, GARY LILES,

THOMAS PERRAULT, KRISTIN LEWIS, JOSHUA BRYAN, and FAITH BURLESON JOINTLY OR SEVERALLY

its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of

TWO HUNDRED MILLION (\$200,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation, and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC & Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 20TH day of JULY, 20 23

State of Illinois
 County of Cook

SS

Swiss Re Corporate Solutions America Insurance Corporation
 Swiss Re Corporate Solutions Premier Insurance Corporation
 Westport Insurance Corporation

On this 20TH day of JULY, 20 23, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies



I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect
 IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 30th day of August, 20 23

Jeffrey Goldberg, Senior Vice President & Assistant Secretary of SRCSAIC and SRCSPIC and WIC

D-KECON-01

MHALL



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 8/30/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Rich & Cartmill, Inc 2738 E. 51st Street, Suite 400 Tulsa, OK 74105		CONTACT NAME PHONE (A/C, No, Ext) (918) 743-8811 FAX (A/C, No) (918) 744-8429 E-MAIL richcartmill@rcins.com ADDRESS															
INSURED D-Kerns Construction Inc 2310 N HWY 66, Suite A-1 Catoosa, OK 74015		INSURER(S) AFFORDING COVERAGE <table border="1"> <thead> <tr> <th>INSURER</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A Charter Oak Fire Ins Company</td> <td>25615</td> </tr> <tr> <td>INSURER B Travelers Prop Cas Co of Am</td> <td>25674</td> </tr> <tr> <td>INSURER C COMPSOURCE MUTUAL INS CO</td> <td>36188</td> </tr> <tr> <td>INSURER D Columbia Casualty Company</td> <td>31127</td> </tr> <tr> <td>INSURER E Transportation Ins Co</td> <td>20494</td> </tr> <tr> <td>INSURER F</td> <td></td> </tr> </tbody> </table>		INSURER	NAIC #	INSURER A Charter Oak Fire Ins Company	25615	INSURER B Travelers Prop Cas Co of Am	25674	INSURER C COMPSOURCE MUTUAL INS CO	36188	INSURER D Columbia Casualty Company	31127	INSURER E Transportation Ins Co	20494	INSURER F	
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COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY ☒ PROJECT ☐ LOC ☐ OTHER	X X	DTC07T04779A	8/22/2023	8/22/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY Comp Ded \$2,000 ☒ SCHEDULED AUTOS ☒ NON OWNED AUTOS ONLY Coll Ded \$2,000	X X	8107T004660	8/22/2023	8/22/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (1'er person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Hired Car Phys \$ 100,000
B	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB CLAIMS-MADE DED ☒ RETENTION \$ 10,000	X X	CUP7T060215	8/22/2023	8/22/2024	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	03499218	8/22/2023	8/22/2024	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Profess & Pollution		6043225581	8/22/2023	8/22/2024	Gen Agg/Each Occurr \$ 2,000,000
E	Equipment Floater		6081729834	8/22/2023	8/22/2024	Scheduled Eqpt \$ 4,331,699

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Leased & Rented Equipment-Transportation Ins Co Policy #6081729834
 Effective 08/22/23 to 08/22/24
 Coverage Limit \$500,000 Ded \$2,500

Re. Jenks Crossing Apartments

CERTIFICATE HOLDER

CANCELLATION

City of Jenks P.O. Box 910 Jenks, OK 74037	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

RESOLUTION NO. 816

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JENKS, OKLAHOMA ACCEPTING AS DEDICATED PUBLIC IMPROVEMENTS FOR THE JENKS LANDING II DEVELOPMENT, OWNED BY DEFENDER RESOURCES, LLC & JPDP, LLC. LOCATED WITHIN SECTION 34, TOWNSHIP 18N, RANGE 12E OF THE INDIAN BASE AND MERIDIAN, CITY OF JENKS, TULSA COUNTY, STATE OF OKLAHOMA.

WHEREAS, certain public improvements required by the City of Jenks' Subdivision Regulations have been constructed in the Jenks Landing II development within the City of Jenks, Oklahoma; and

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

Waterline: 2,700 LF – 6" PVC C900 (\$646,160)

WHEREAS, the design and construction of those public improvements meet the requirements of the City of Jenks' Subdivision Guidelines; and

WHEREAS, the City Engineer has received and reviewed the As-Built Construction Plans (Record Drawings) for those public improvements; and

WHEREAS, The City has received the one-year maintenance bonds required by the City of Jenks' Subdivision Regulation for said public improvements; and

WHEREAS, the City of Jenks' Subdivision Regulations require that all public improvements be formally accepted by the Jenks City Council.

THEREFORE, BE IT RESOLVED by the Jenks City Council of City of Jenks, Oklahoma public improvements and all required easements for Jenks Landing II are formally accepted by the City of Jenks.

Approved in open meeting by the City Council of the City of Jenks, Oklahoma this ____ day of _____, 2023.

CITY OF JENKS, OKLAHOMA

MAYOR

Attest:

CITY CLERK

Approved as to form:

CITY ATTORNEY

September 6, 2023

Mr. Christopher Shrout, City Manager
City of Jenks
P.O. Box 2007 (211 N. Elm)
Jenks, Oklahoma 74037

Re: Permit No. SL000072230782
Sanitary Sewer Extension to Serve South County Crossing
Facility No. S-20403

Dear Mr. Shrout:

Enclosed is Permit No. SL000072230782 for the construction of 630 linear feet of eight (8) inch PVC sanitary sewer line and all appurtenances to serve the South County Crossing, Tulsa County, Oklahoma.

The project authorized by this permit should be constructed in accordance with the plans approved by this Department on September 6, 2023. Any deviations from the approved plans and specifications affecting capacity, flow or operation of units must be approved, in writing, by the Department before changes are made.

Receipt of this permit should be noted in the minutes of the next regular meeting of the City of Jenks, after which it should be made a matter of permanent record.

We are returning one (1) set of the approved plans to you, one (1) set to your engineer and retaining one (1) set for our files.

Respectfully,



Qusay Kabariti, P.E.
Construction Permit Section
Water Quality Division

QK/RC/md

Enclosure

c: Debbie Nichols, Regional Manager, DEQ
TULSA DEQ OFFICE
Aaron S. Hale, P.E., Engineered By Design, PLLC

PERMIT No. SL000072230782

SEWER LINES

FACILITY No. S-20403

PERMIT TO CONSTRUCT

September 06, 2023

Pursuant to O.S. 27A 2-6-304, the City of Jenks is hereby granted this Tier I Permit to construct 630 linear feet of eight (8) inch PVC sanitary sewer line and all appurtenances to serve the South County Crossing, located in Section 36, T-17-N, R-12-E, Tulsa County, Oklahoma, in accordance with the plans approved September 6, 2023.

By acceptance of this permit, the permittee agrees to operate and maintain the facilities in accordance with the "Oklahoma Pollutant Discharge Elimination System Standards - OPDES" (OAC 252:606) rules and to comply with the state certification laws, Title 59, Section 1101-1116 O.S. and the rules and regulations adopted thereunder regarding the requirements for certified operators.

This permit is issued subject to the following provisions and conditions.

- 1) That the recipient of the permit is responsible that the project receives supervision and inspection by competent and qualified personnel.
- 2) That construction of all phases of the project will be started within one year of the date of approval or the phases not under construction will be resubmitted for approval as a new project.
- 3) That no significant information necessary for a proper evaluation of the project has been omitted or no invalid information has been presented in applying for the permit.
- 4) That wherever water and sewer lines are constructed with spacing of 10 feet or less, sanitary protection will be provided in accordance with OAC 252:656-5-4(c)(3) of the standards for Water Pollution Control Facility Construction.
- 5) That tests will be conducted as necessary to ensure that the construction of the sewer lines will prevent excessive infiltration and that the leakage will not exceed 10 gallons per inch of pipe diameter per mile per day.
- 6) That the Oklahoma Department of Environmental Quality shall be kept informed of occurrences which may affect the eventual performance of the works or that will unduly delay the progress of the project.
- 7) That the permittee will take steps to assure that the connection of house services to the sewers is done in such a manner that the functioning of the sewers will not be impaired and that earth and ground water will be excluded from the sewers when the connection is completed.
- 8) That any deviations from approved plans or specifications affecting capacity, flow or operation of units must be approved by the Department before any such deviations are made in the construction of this project.

PERMIT No. SL000072230782

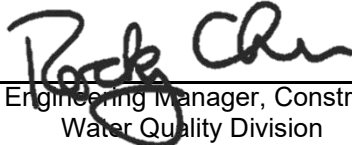
SEWER LINES

FACILITY No. S-20403

PERMIT TO CONSTRUCT

- 9) That any notations or changes recorded on the official set of plans and specifications in the Oklahoma Department of Environmental Quality files shall be part of the plans as approved.
- 10) That the recipient of the permit is responsible for the continued operation and maintenance of these facilities in accordance with rules and regulations adopted by the Environmental Quality Board, and that this Department will be notified in writing of any sale or transfer of ownership of these facilities.
- 11) The issuance of this permit does not relieve the responsible parties of any obligations or liabilities which the permittee may be under pursuant to prior enforcement action taken by the Department.
- 12) That the permittee is required to inform the developer/builder that a DEQ Storm Water Construction Permit is required for a construction site that will disturb one (1) acre or more in accordance with OPDES, 27A O.S. 2-6-201 *et. seq.* For information or a copy of the GENERAL PERMIT (OKR10) FOR STORM WATER DISCHARGES FROM CONSTRUCTION ACTIVITIES, Notice of Intent (NOI) form, Notice of Termination (NOT) form, or guidance on preparation of a Pollution Prevention Plan, contact the Storm Water Unit of the Water Quality Division at P.O. Box 1677, Oklahoma City, OK 73101-1677 or by phone at (405) 702-8100.
- 13) That all manholes shall be constructed in accordance with the standards for Water Pollution Control Facility Construction (OAC 252:656-5-3), as adopted by the Oklahoma Department of Environmental Quality.
- 14) That when it is impossible to obtain proper horizontal and vertical separation as stipulated in Water Pollution Control Facility Construction OAC 252:656-5-4(c)(1) and OAC 252:656-5-4(c)(2), respectively, the sewer shall be designed and constructed equal to water pipe, and shall be pressure tested using the ASTM air test procedure with no detectable leakage prior to backfilling, in accordance with the standards for Water Pollution Control Facility Construction OAC 252:656-5-4(c)(3).

Failure to appeal the conditions of this permit in writing within 30 days from the date of issue will constitute acceptance of the permit and all conditions and provisions.



Rocky Chen, P.E., Engineering Manager, Construction Permit Section
Water Quality Division

An Agreement
Between

The City of Jenks, Oklahoma

And

Jenks Fire Fighters

Local No. 2567

International Association of Fire Fighters

Fiscal Years 2023-2024

And

2024-2025

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PREAMBLE

THIS AGREEMENT is entered into effective the first (1st) day of July, 2023, between the City of Jenks, Oklahoma, hereinafter referred to as "Employer" and Local 2567, International Association of Fire Fighters, hereinafter referred to as "Union", to provide for the equitable and peaceful adjustment of differences which may arise, and to provide proper standards of wages and hours and other conditions of employment and to encourage more effective service in the public interest.

RECOGNITION

The Employer recognizes the Union as the sole and exclusive Bargaining Agent for all permanent paid members of the Fire Department, excluding the Chief of the Department and an Administrative Assistant. For the purpose of this Agreement the position of Administrative Assistant shall be determined by the Employer.

The Union recognizes the City Manager, or his designated representative, as the sole representative of the City of Jenks for the purpose of collective bargaining. The Union and Employer agree to bargain in good faith on all matters relating to wages, hours, and other conditions of employment.

The spirit and intent of this Agreement shall apply to all probationary employees during their initial twelve (12) month period of employment; however, probationary employees will not be accorded access to the provisions of this Agreement in cases of grievance or disciplinary action, including termination, but shall have access to grievance procedures of the City of Jenks Manual for Personnel Policies, Procedures, Classifications and Remuneration.

ARTICLE 1

UNION BUSINESS

SECTION 1. The Employer will continue the practice of dues deductions during the term of this Agreement. It is further understood that union business shall not be conducted on the Employer's premises during regular work hours except to investigate grievances, attend negotiation meetings and/or labor/management meetings. The above activities will be permitted provided there are no uncompleted duties or work and provided it does not interfere with the operations of the Fire Department.

SECTION 2. The Union shall have the right to use the Fire Station to hold Union meetings.

SECTION 3. The Union shall be granted time not to exceed four (4) shifts with pay per year to perform Union functions, including attendance at conventions, conferences and seminars with pay. Two (2) additional shifts shall be granted annually for attendance at the I.A.F.F. Conventions to be held in August of each year. This time shall not interfere with the normal operations of the Fire Department. Members of the negotiation team shall be allowed time off, if needed, for all meetings which shall be mutually set by the Employer and the Union.

SECTION 4. Requests for time off must be given to the Chief or Assistant Chief at least seven (7) days prior to the Union event.

ARTICLE 2

GRIEVANCE PROCEDURE

SECTION 1. The Union or any employee covered under this Agreement prior to filing a grievance may submit a concern to the Operations, Health, and Safety Committee for resolution of the concern in an attempt to forego a formal grievance. This process shall not start grievance time limitations until the Committee has met to consider the concern. The Committee shall consist of two representatives of the Union, the Assistant Fire Chief, and a member of central City management. The Committee shall meet within five (5) business days of Union or management notification. The Committee shall make recommendation, within three (3) business days, to the Fire Chief. The Fire Chief will have three (3) business days to affirm, modify, or reject the recommendation.

SECTION 2: The Union or any employee covered under this Agreement may file a grievance within ten (10) business days of the alleged occurrence, as hereinafter defined, and shall be afforded the full protection of this Agreement.

SECTION 3. The Union President, or his authorized representative may report an impending grievance to the Fire Chief in an effort to forestall its occurrence.

SECTION 4. Any controversy between the Employer and the Union or any employee concerning the interpretation, enforcement or application of any provision of this Agreement, concerning any of the terms or conditions of employment contained in this Agreement:

- A. The grievance shall be discussed by the employee with the Fire Chief, either by the employee or his designee. A firefighter who is available at the time, shall be present at said discussion. The answer may be submitted orally by the Fire Chief within ten (10) business days to the employee involved or to the Union President.
- B. If the grievance is not settled by the provision of Section 4A, it shall be submitted in writing to the Fire Chief within ten (10) business working days. The Chief shall submit his answer in writing to the employee involved, or the bargaining agent within ten (10) business days. If the grievance has not been settled within that time, it then shall be sent to the City Manager within ten (10) business days.
- C. The City Manager shall submit his answer in writing to the Fire Chief, the employee involved, and an officer of the Union within ten (10) business days. If the City Manager and the Union Grievance Committee have not settled the grievance within that time, it shall be submitted to mediation for adjustment as follows:
 - 1. Within ten (10) business days, the Union shall request mediation and the parties shall agree to a third-party mediator according to one of two (2) methods: (a) The parties will mutually agree on a third-party mediator and any cost associated with the same shall be borne equally by the parties; or (b) The Union shall request the services of a mediator from the Federal Mediation and Conciliation Service.
 - 2. If the matter submitted to mediation is not resolved, the Union shall advise the City Manager of its decision to arbitrate, in writing, within ten (10) days

of the conclusion of mediation and shall request a panel of arbitrators pursuant to Section 4, C3 of this Article within thirty (30) days of such notice.

3. The party declaring impasse shall request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service. Within ten (10) days from the receipt of such panel, a representative of the Union and of the City shall meet and alternately strike names until one (1) arbitrator remains who shall be selected as the impartial arbitrator. The party requesting arbitration shall strike the first name.
4. With respect to the interpretation, enforcement or application of the provisions of the Agreement, the decision, findings and recommendations of the arbitrator shall be final and binding on the parties to this Agreement.
5. The arbitrator's authority shall be limited to the interpretation and application of the terms of this Agreement, and/or any supplement thereto. The arbitrator shall have no jurisdiction to establish provisions of a new Agreement or to arbitrate away, in whole or in part, any provisions or amendments thereof. This shall not preclude individual wage grievances.
6. The cost of the impartial arbitrator shall be shared equally between Union and the Employer. If a transcript of an arbitration or court proceeding is requested, the party so requesting shall pay the cost.

ARTICLE 3

NON-DISCRIMINATION

The Employer and the Bargaining Agent agree not to discriminate against any employee of the Fire Department for his or her activity in behalf of, or membership in, the Union. The Employer and the Union agree that there shall be no discrimination against any employee of the Fire Department because of race, creed, religion, age or sex. All fire fighters shall receive equal opportunity of promotions.

ARTICLE 4

PREVALING RIGHTS

All rights, privileges, and working conditions enjoyed by the employees at the present time which are not included in the Agreement, shall remain in full force, unchanged and unaffected in any manner during the term of this Agreement unless changed by mutual consent.

ARTICLE 5

PROHIBITION OF STRIKES

SECTION 1. The Union agrees that neither it, its officer, agents, representatives or members, individually or collectively, will authorize, instigate, cause, aid, condone, suggest, conspire with, support, sponsor or take part in any strike, work stoppage, sit-down, stay in, slowdown or the concerted interruption of operations or services by employees, including

purported mass resignations, or sick call or any commitment thereof. Nor shall Union aid or assist any person engaged in the above prohibited conduct by providing funds, financial or other assistance for the conduct or direction of any such activities, or for the payment of strike, an employment or other penalties to such person or parties participating in prohibitive conduct; however, the Union may at their own expense, provide legal representation.

SECTION 2. Upon notification in writing by the Employer to the Union that certain of its members are engaged in a wildcat strike or other prohibited activities as provided by this Article, the Union shall immediately, in writing order such member to return to work at once or to discontinue such prohibited conduct, providing the employee receive a copy of such order and a responsible member of the Union shall publicly order them to return to work or discontinue such conduct.

Such notification by the Union shall not constitute an admission by it that a strike, wildcat strike, or other prohibited conduct is in progress or has taken place or that any particular member has engaged in such activities. The notification shall be made solely on the representation of the Employer.

ARTICLE 6

SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon the successor and assigns of the parties hereto, and no provision, term or obligation herein contained shall be affected, modified, altered or changed to the detriment of the other party by any change of any kind, unless agreed to by both parties.

ARTICLE 7

SAVINGS CLAUSE

If any provision of the Agreement, or the application of such provision, should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of the Agreement shall remain in full force and effect.

ARTICLE 8

SAFETY AND HEALTH

SECTION 1. The Employer and the Union agree to cooperate to the fullest extent in the promotion of safety.

SECTION 2. Reasonable recreation facilities shall be allowed on premises for use by fire fighters, which would not interfere with normal activity of the department.

SECTION 3. Employer and Union agree to establish a joint Operations, Health, and Safety Committee consisting of two (2) representatives of the Union, the Assistant Fire Chief, and a member of central City management. The Committee shall meet within five (5) business days of a request by the President of the Union or the Assistant Chief to discuss needs of the department in the areas of safety, procedures, equipment functions and hazardous conditions within the

Department. The Committee shall make any recommendations, within three (3) business days, to the Fire Chief. The Fire Chief will have three (3) business days to affirm, modify, or reject the recommendation(s).

SECTION 4. Pursuant to State law, smoking is prohibited in the areas of the Fire Station which are open to the public or which are utilized by non-smokers or which do not otherwise meet State law requirements due to hazards of secondhand smoke. The use of smokeless tobacco is allowed in all areas of the Fire Station except the Administration Offices. Nothing in this section shall supersede State law or City of Jenks policy regarding tobacco use on City of Jenks, or its related entities, property.

ARTICLE 9

BENEFIT PROGRAMS

SECTION 1. All regular employees participate in the life insurance program. Participation will begin on the first of the month following thirty (30) days of service with the City. The cost of the program is borne by the City. All members of the bargaining unit shall be provided with Twenty-Five Thousand Dollars (\$25,000) in life insurance benefits, or their annual base salary, whichever is greater.

SECTION 2. Health Insurance. All regular employees are eligible on the first of the month following thirty (30) days of service to the City, to participate in health insurance programs (life, accident, health or dental), in accord with the same terms and conditions of participation in such plans as available to all City employees as approved by the City Council of the City of Jenks. The City shall provide a minimum of Sixty Dollars (\$60.00) to each member of the bargaining unit to offset the costs of such programs. In the event the Sixty Dollars (\$60.00) benefit toward other insurance programs is not used, then the unused portion of the Sixty Dollars (\$60.00) provided for in this section shall be paid monthly.

SECTION 3. Professional Memberships. The City of Jenks will bear the cost of one Oklahoma State Fire Fighters Association membership per employee.

SECTION 4. In the event a plan is approved by the City Council whereby the City deducts from base pay for tax reporting purposes non-City paid or non-reimbursable fringe benefits, such program shall be available to the bargaining unit on a voluntary basis by individual member.

ARTICLE 10

NON-FIRE DEPARTMENT RELATED JOBS

SECTION 1. The Employer shall not require the on-duty firemen to perform any maintenance or repairs on any equipment, vehicles, or structures owned or leased by the City of Jenks, Oklahoma, except small repairs and maintenance to Fire Department structures, lawn care, vehicles and other items related to the performance of the Fire Department operations.

SECTION 2. Small repairs defined: Small repairs will be restricted to routine vehicle checks, i.e., adding oil, cleaning, replacing fuses, light bulbs, installing and removing snow chains, changing oil and lubrication of vehicles. Oil changes and lubrication shall not be required of employees unless at least three (3) employees are on duty.

SECTION 3. As operations may allow, the Chief shall assign early evening drive-by of electric street lighting and traffic light installations for the reporting back to the Chief for lights out or other malfunctions of such installations in order to enhance public safety and to further geographical and address familiarity of the community. (Work time provisions elsewhere in this contract are non-applicable to this section.)

ARTICLE 11

PROMOTIONAL SYSTEM

In order to be eligible for promotion an employee must have served at least one (1) year in a rank immediately below the one being tested for.

When a vacancy occurs, a notice shall be posted within ten (10) business days, according to the minimum manning provision in the Fire Station announcing positions to be tested for. The notice shall be posted at least thirty (30) days prior to the test.

Eligible employees who wish to take the examination shall file in writing with the Chiefs office no less than fifteen (15) days after the examination notice has been posted. Copy of such notice shall be dated and marked with time of filing with one copy going to the employees, one (1) to the Union and one (1) retained by the Fire Chief.

Written examinations shall be conducted at one (1) location with all applicants testing at the same time. The testing procedures shall be so constructed that all applicants' examinations shall be graded on completion of examination and in his presence. A reasonable time limit shall be placed on examination period.

Each employee will receive one percent (1%) for each year of service with total seniority points not to exceed ten (10) percentage points. On each graded part of the examination, the employee's years of service percent shall be added after determining the pass or fail of each part. Each promotional list shall be active and valid until the position is filled and for one (1) year.

When testing for the position of driver, a practical driving and pump operations skills test will be included in the promotion system. A copy of each promotional list shall be posted at all Fire Stations. In the event of a tie-on total score, the tie breakers shall be:

1. Total seniority in grade.
2. Total seniority on department.
3. Written examination score.

ARTICLE 12

PERSONNEL REDUCTION

SECTION 1. In the case of personnel reduction, the City shall lay off firemen in the reverse order of seniority. Seniority shall be defined as the employee's most recent period of continuous service with the City Fire Department.

SECTION 2. No new employee shall subsequently be hired until the employee laid off and the bargaining agent have been notified by registered mail. Any employee laid off, as provided for in Section 1, shall have fourteen (14) days to notify the Employer of his intentions to return to work.

ARTICLE 13

WORKING HOURS

SECTION 1. The hours and working schedule now in effect will remain in effect until change is agreed upon by the Employer and the Union. The hours and schedule are commonly known as the three (3) platoon system and work as follows: One (1) shift works for twenty-four (24) hours starting at 7:00 a.m. until 7:00 a.m. the next morning. They go off for forty-eight (48) hours, then back on for twenty-four (24) hours. Each shift is twenty-four (24) hours in length, and this system calls for an average workweek of fifty-six (56) hours.

SECTION 2. No shift reassignment shall be required of an employee except for good and sufficient cause.

SECTION 3. For purposes of the Fair Labor Standards Act (F.L.S.A.) the work period effective April 14, 1987 shall be fifteen (15) days, one hundred fourteen (114) hours duration. All paid leave hours except sick leave shall be counted as time worked for this purpose.

ARTICLE 14

EMPLOYEE SHIFT EXCHANGE REQUEST

SECTION 1. Employees of the Fire Department shall have the right and privilege to exchange shifts with other qualified regular employees of said Department so long as said exchange does not interfere with the orderly operation of the Fire Department.

SECTION 2. Shift exchanges may be allowed between Drivers and Captains and between Fire fighters and Drivers as long as one (1) year in service at present position has been completed. Shift exchanges between Captains and Captains and Drivers and Drivers and Fire fighters and Fire fighters will be handled as they have in the past.

ARTICLE 15

LEAVE PROCEDURE

SECTION 1. Before any leaves or vacations are begun, the employee will then complete the prescribed form for the requested type of leave and forward the same to the Captain. The Captain or OIC for the employee will then forward the request to the Assistant Fire Chief, or the Fire Chief's designee. The Fire Chief or the Assistant Fire Chief shall respond to the request within forty-eight (48) hours unless the request is submitted on a weekend or in which a holiday intervenes, in which event the response shall be made within seventy-two (72) hours.

SECTION 2. If the department head cannot be located, the acting head of the department as designated by the Fire Chief, shall be notified. Any leave taken without proper notification and application will be deemed an absence without leave and subject to the appropriate disciplinary measures.

SECTION 3. An employee must give six (6) days of advance notice to the day(s) sought if it is a request of more than 24 continuous hours of leave. An employee shall be allowed to request leave without 6 days advance notice if the leave is 24 hours or under. If an employee requests leave 24 hours or under without six days' notice the request may be approved or denied by their on duty ranking senior supervisor. Any leave requested more than six days in advance shall go through the procedure described in Section 1 of this article.

ARTICLE 16

COURT LEAVE

Employees who are required to serve as court witness or jurors shall be granted time off with pay to serve in such capacities subject to the following provisions:

- A. An employee subpoenaed to testify in his own case involving the federal, state, or municipal government shall not receive his regular salary, but may use vacation or compensatory leave or be granted a leave of absence without pay for the length of such service.
- B. Any fees received for federal or state witness or jury service may be subtracted from the pay of any employee on court leave.
- C. An employee serving such duty shall present to his department head the original summons or subpoena from the court prior to being excused from duty and at the conclusion of the duty, a signed statement from the clerk of the court showing the actual dates of attendance at the court.
- D. Any off-duty employee who is required to appear in court as a result of any job-related action shall be compensated by the Employer at time and one-half (1/2). This shall not include court time as a result of disputes between the City and any of its employees related to the provisions of the contract.
- E. If an employee is notified for jury duty, and presents notice to the Chief within 72 hours of receipt, he will be granted one-half (1/2) shift off the day immediately before the scheduled jury duty if he is on duty and will not be expected to return to work until released from the balance of his actual jury duty, and then shall return to work within two hours if at least one-third (1/3) of a shift remains.

ARTICLE 17

INJURY LEAVE

Any employee injured on the job shall continue to receive his regular salary or rate of pay during his absence from work, but not to exceed six (6) months from the date of injury. This salary

shall be paid by City funds or insurance proceeds, but the employee shall not receive the benefit of both. This absence will not be charged against his cumulative sick leave. Any employee may use sick leave after use of injury leave.

ARTICLE 18

MILITARY LEAVE

SECTION 1. The City will provide leave, accommodations and compensation for members of the Department engaged in active or reserve military service in compliance with federal and state laws including the Uniformed Services Employment and Reemployment Act of 1994, 38 U.S.C. §4302 and 44 O.S. §209 as amended from time to time.

ARTICLE 19

SICK AND BEREAVEMENT LEAVE

SECTION 1. All full-time fire fighters are eligible for sick leave with pay which shall accumulate at the rate of one (1) shift of leave for each full calendar month of service to the City. Any leave accumulated which is not used in any year may be carried over as accumulated leave for the succeeding years up to a maximum of forty-five (45) shifts. Sick leave can be expended in limits of no less than one hour.

SECTION 2. An employee may be eligible for sick leave for the following reasons:

- A. Personal illness or physical incapacity resulting from or caused beyond the employee's control.
- B. Serious illness of a member of the employee's immediate family requiring the employee's personal care and attention.
- C. Quarantine of an employee by a physician or officer to comply with community health regulations.
- D. Immediate family as referred to herein means:
 - 1. Employee's spouse
 - 2. Parent or guardian of employee or his spouse
 - 3. Sibling of the employee or his spouse
 - 4. Children or legally adopted children of the employee or his spouse
 - 5. Grandparents
 - 6. Any other person who whose relationship to the employee is or have been such as to justify the employee's absence, provided special approval of the employee's department head is first obtained.

SECTION 3. Upon retirement or termination of employment, fire fighters will be compensated for the remainder of sick leave which the employee may have accumulated after at least one year of employment on a pro-rata basis not to exceed Five Hundred Dollars (\$500 .00) based upon a maximum accumulation of forty-five (45) shifts.

SECTION 4. If an employee does not use more than two shifts of sick leave for the previous twelve months prior to January 1, then the employee, at the employee's option may be paid for two earned vacation shifts on or before March 1st.

SECTION 5. In the event of a death of a member of an employee's immediate family (as defined under sick leave) an employee may be granted a leave of absence with pay up to a maximum of two 24 hour (2) consecutive working days provided that the funeral falls within in leave of absence.

ARTICLE 20

HOLIDAYS AND VACATION

At an employee's anniversary date, each firefighter will acquire holiday and vacation days in the following amounts:

1 to 10 years' service20 shifts/year

11 or more years' service22 shifts/year

Holidays and vacation days may be taken at the discretion of the firefighter, subject to approval of the Fire Chief. Seven (7) days' notice shall be given to the Fire Chief or his designee before the requested days may be taken. No days may be carried over and all days must be taken within the year earned or they shall be forfeited. If an employee's timely request to take leave is denied, the employee may carry over a maximum of three (3) shifts for ninety (90) days from his/her anniversary date. If not scheduled and taken within the extended time, the leave will be forfeited.

Employees in their first year of service shall be entitled to one (1) holiday for each month of service after ninety (90) days service, exclusive of the first ninety (90) days.

SECTION 2. Vacation requests shall be on a seniority basis (continuous time in service) with a signup sheet stating the 7 shift(s) sought for vacation within the next fiscal year. The signup sheet will be posted for three weeks. In the event of a conflict in requested dates, the employee with seniority will prevail and the other employee(s) will be given six additional calendar days to select a date.

SECTION 3. See Section 4 of Article 19.

ARTICLE 21

SEPARATION OF SERVICE

Regular full-time employees who have been employed by the City continuously for a period of twelve (12) months or more and who have been separated from the service shall be compensated for vacation and holidays earned up to the time of separation, based on their salary at the time of separation, provided there has been proper two (2) weeks notification.

ARTICLE 22

SCHOOLS

SECTION 1. All firefighters will attend all schools required by the Fire Chief, except in cases where an excuse is given which is acceptable to the Chief or Assistant Chief or vacation had already been approved by the Fire Chief. These schools will be reviewed at the end of probation and at the

time of advancement.

SECTION 2. Each off-duty fire fighter will receive time and one-half (1½) per hour for each hour of school attended. The City will assume the cost of enrollment and transportation cost at the standard rate paid to all City employees for privately owned vehicles. Regular college courses are exempt from required schools.

SECTION 3. A minimum of two (2) weeks written notice will be given all members of the Fire Department for mandatory classes. Mandatory classes shall not be scheduled for recognized City holidays.

ARTICLE 23

VOLUNTEER MEETINGS

No regular full-time off-duty fireman shall be required to attend any volunteer fireman's meetings except during working hours.

ARTICLE 24

BULLETIN BOARDS

SECTION 1. The Union may have a bulletin board within all Fire Stations, its size and location subject to the approval of the Fire Chief. It is for notices concerning Union, educational, recreational, and social affairs, and such other matters as may be agreed upon by the Union and the employer, and material shall be signed by an officer of the Local. It is understood that material of a political, controversial, or inflammatory nature shall not be posted. For the purposes of this Article, political shall be defined to include matters dealing with the administration of public affairs or pertaining to political activities at the local, state, or national level. For the purposes of this Article, inflammatory shall be defined as those comments tending to excite passion, tumult or of a personal derogatory nature, especially those comments directed toward the administration of the fire service, local government, or toward elected officials of the City of Jenks. The Fire Chief or his designee shall be authorized to remove any material from the bulletin board which does not conform to the intent of this Article. It shall be the responsibility of the Union to maintain the material they post, to ensure prompt removal of outdated material, and further ensure that the posting of such material is limited only to the bulletin board.

ARTICLE 25

STATION ALLOWANCE

SECTION 1. The Employer agrees to provide the sum of Four Hundred Dollars (\$400.00) per year to each station for the purchase of hand soap, bathing soap, cleaning supplies, kitchen utensils and appliances to be used by all shifts. The total may be expended in increments of any size.

SECTION 2. Items bought from "station allowance" will not include normal cleaning and maintenance for building maintenance.

SECTION 3. The station allowance must be expended by May 31st of each contract year.

ARTICLE 26

CLOTHING ALLOWANCE

SECTION 1. Each employee will receive one-half (1/2) on August 1 and one-half (1/2) on February 1 totaling the amount of Five Hundred Dollars and Fifty (\$550.00)

SECTION 2. Each new employee will receive an initial issue including an issue of one (1) short sleeve shirt, two "Polo" style short sleeve shirts with logo, two "Polo" style long sleeve shirts with logo, two (2) dress pants, one (1) long sleeve shirt, a pair of dress shoes or boots, two (2) jackets or one "Three in One jacket" (a jacket with a cold weather zip in/zip out liner), four (4) T-shirts, and one (1) pair each of: workout shorts, sweatpants, tennis shoes and sweatshirt.

SECTION 3. Each employee will receive standard serviceable bunker gear.

SECTION 4. Unserviceable bunker gear will be replaced at the City's expense as determined by the Fire Chief.

SECTION 5. The City retains ownership of all usable clothing purchased as determined by the Fire Chief.

SECTION 6. Each employee shall receive Thirty Dollars (\$30.00) per month for cleaning allowance.

SECTION 7. Clothing List:

Dress Shirts:

Dress blue Flamex, Short and long Sleeve

Trousers:

Navy Blue Nomex or 100% cotton NFPA approved

Coats:

Winter Tuffy Jackets
Lightweight Jackets
"Three in One" Jackets

Shoes & Boots:

Black Dress Shoes
Black Boots

Tee Shirts & Socks:

Navy Blue, no less than 50% cotton, without pockets, long or short sleeve, last name on right breast, with Fire Department logo on left Breast, JENKS FIRE on the back, optional to put your rank below the logo.

Navy blue or white thermal tops and bottoms.
Blue, black or white socks no less than 50%

cotton

Misc. Uniforms:

Coveralls, navy blue, no less than 50% cotton or fire resistant
Clip on tie
Four-in-hand tie
Black pant belt with or without a silver buckle

Misc. Accessories:

Fire Department tote bag
Flashlight
Collar Insignia
Name Tags
Silver Badge
Silver ball caps, blue or black with white or silver lettering. Must have "JENKS FIRE DEPARTMENT" or "JENKS FIRE RESCUE" on the front. Optional to have name and/or "FIRE RESCUE" on the back or side. Also, optional to have a fire department logo on the front with writing.
Shoulder patches, new JFD style

Exercise Clothing:

T-Shirt, navy blue, no less than 50% cotton, without pockets, long or short sleeve, last name on the right breast, fire department logo on the left breast JENKS FIRE on the back, optional to put your rank below the logo.

Workout Shorts, navy blue, six-inch (6") inseam with or without pockets, no less than 50% cotton, last name on the right leg and fire department logo on the left leg, optional to put your rank below the logo.

Sweatshirt, navy blue, no less than 50% cotton, with or without pockets, with or without hoods, zip ups or pull over, last name on the right breast, JENKS FIRE on the back, optional to put your rank below the logo.

Sweatpants, navy blue, with or without pockets, no less than 50% cotton, last name on the right leg, fire department logo on the left leg, optional to put your rank below the logo.

Running Shoes may be any color
Station tennis shoes, must be all white or
gray or white and gray with blue trim

The Fire Chief may change the nature of insignia, patches, or other identifiers in conformity with the clothing distribution intent of this Section.

SECTION 8. Members of the Bargaining Unit shall be able to use City Tax number for purchase of items listed on the list in this Article, Section 7. Tax number may be used at one or more locations handling these items and coordinated through the Finance Department of the City of Jenks. Note: By administrative action the Bargaining Unit and the Chief of the Department will discuss modifications in uniform items following execution of the Agreement.

ARTICLE 27

MINIMUM MANNING

SECTION 1. Each shift shall include at least two Captains, one (1) Lieutenant and one (1) Driver or two (2) Lieutenants, one (1) Corporal and one (1) firefighter or two (2) Corporals according to qualifications set forth in the promotional system. Minimum staffing will remain at nine (9) during the term of this Agreement.

SECTION 2: The number of Lieutenants and Corporals per shift shall not exceed two (2) each for a total of six (6) for each position.

SECTION 3: Lieutenant and Corporal positions to be added within the 2021- 2022 CBA. Duties and responsibilities to follow on MOU for Lieutenant and Corporal. See MOU Addendum.

ARTICLE 28

REQUIRED TRAINING

SECTION 1. All members of the Bargaining Unit, as a condition of employment, must have completed a Firefighter I (IFSAC or Pro Board certified) or equivalent, within one (1) year of hiring or as school schedules permit. The City shall provide this training to new employees who don't already have it upon hiring.

SECTION 2. All members of the Bargaining Unit may attend any class on a voluntary basis with prior approval of the Fire Chief.

SECTION 3. Firefighter II training will be provided to members of the Bargaining Unit within four (4) years of hire or within four (4) years for existing personnel.

SECTION 4. All members of the Bargaining Unit with more than one (1) year employment with the Jenks Fire Department shall become certified as Basic Emergency Medical Technicians by June 30, 2009. All others shall qualify within eighteen (18) months of hiring.

SECTION 5. Any School or training not directly provided or scheduled by the Fire Chief must

have prior approval by the Fire Chief in order to receive any reimbursement and the Fire Chief shall determine what expense qualifies for reimbursement.

- A. Members may submit training requests to the Chief for training or conferences related to the Fire Service.
- B. If approved, the City of Jenks will pay for upfront and/or reimburse the member the cost of attending the training class, including but not limited to: Registration Fees, hotel fees for training that requires overnight lodging, meals, mileage (if driving personal vehicles) or other means of transportation, and etc. as allowed by the City of Jenks.
- C. If the requested training classes fall on a member's regular workday, the member will receive normal pay for training and/or travel time. If training falls during a day off, members agree that since training was at their request and discretion they will not receive pay or compensatory time for that day.

ARTICLE 29

PROBATION PERIOD

SECTION 1. The probationary period for all employees will be twelve (12) months from the date of employment.

ARTICLE 30

STAND-BY PAY

SECTION 1. Each member of the Fire Department called in to the station for stand-by or responding to a fire, or any other emergency as a representative of the Jenks Fire Department while off duty, will receive stand-by pay at the rate of one- and one-half regular pay for the first hour and time and one-half (1½) for each hour thereafter in thirty (30) minute increments. Stand-by pay will be turned in on a regular, scheduled basis and paid on regular pay checks.

ARTICLE 31

PAY PLAN

SECTION 1. Each member of the bargaining unit shall receive the following base pay per month according to their classification effective July 1, 2023 less deductions:

<u>Classification</u>	Base Pay With NREMT (Basic) Monthly	Base Pay With NREMT (Advanced) Monthly
Captain	See Table 1 & 2	See Table 1 & 2
Driver	See Table 1 & 2	See Table 1 & 2
Firefighter	See Table 1 & 2	See Table 1 & 2

SECTION 2. Additional base pay for members of the Bargaining Unit who are or become certified as Basic Emergency Medical Technicians or Advanced Emergency Medical Technicians to commence the pay period after the pay period in which certified.

SECTION 3. Each member of the Bargaining Unit shall qualify for longevity pay calculated on the following basis: One percent (1%) for each year of service through the fifth year; One half percent (1/2%) for each year of service for years six (6) through fifteen (15); One fourth percent (1/4%) for each year of service for years sixteen (16) through twenty-five (25). These percentages shall be calculated against the beginning pay for the employee's pay classification on the anniversary date, and if eligible the annual longevity amount shall be paid 1/12th monthly or as the payroll system shall provide. For purposes of longevity pay, the base pay shall be interpreted as longevity pay not to exceed twelve- and one-half percent (12.5%) of the base pay.

SECTION 4. Members of the Bargaining Unit who wish to have money withheld and sent to Tulsa Fire Department Credit Union, may do so on a voluntary basis.

SECTION 8. Steps located within Table 1 will be effective on July 1, 2023. Current members will begin at their respective FY2023 step plus one step. Steps located within Table 2 will be effective on July 1, 2024.

SECTION 9: Pertaining to ranks "Corporal" and "Lieutenant" respectively, promotion to these ranks will be lateral with respect to the step system. E.G. A Firefighter in Step 3 promotes to Corporal, their new position on the pay grade would become Corporal in Step 3.

When promoting from Corporal to Driver or Lieutenant to Captain or Fire Marshal, the newly promoted individual will begin the pay scale from the Step 1 regardless of their previous step position.

TABLE 1

FY 2024				
	<u><i>Step 1</i></u>	<u><i>Step 2</i></u>	<u><i>Step 3</i></u>	<u><i>Step 4</i></u>
Fire Marshal:				
Advanced EMT Plus 3%	\$81,885.00	\$84,341.55	\$86,871.25	\$89,477.39
Basic EMT	\$79,500.00	\$81,885.00	\$84,341.02	\$86,871.25
Captain:				
Advanced EMT Plus 3%	\$67,715.61	\$69,747.08	\$71,839.49	\$73,994.67
Basic EMT	\$65,743.31	\$67,715.61	\$69,747.08	\$71,839.49
Lieutenant:				
Advanced EMT Plus 3%	\$60,451.13	\$62,187.41	\$63,975.78	\$65,817.80
Basic EMT	\$58,690.42	\$60,376.13	\$62,112.41	\$63,900.78
Driver:				
Advanced EMT Plus 3%	\$57,876.13	\$59,612.41	\$61,400.78	\$63,242.80
Basic EMT	\$56,190.42	\$57,876.13	\$59,612.41	\$61,400.78
Corporal:				
Advanced EMT Plus 3%	\$49,377.76	\$50,781.85	\$52,228.06	\$53,717.65
Basic EMT	\$47,939.57	\$49,302.76	\$50,706.85	\$52,153.06
Fire Fighter:				
Advanced EMT Plus 3%	\$46,802.76	\$48,206.85	\$49,653.06	\$51,142.65
Basic EMT	\$45,439.57	\$46,802.76	\$48,206.85	\$49,653.06

TABLE 2

FY 2025					
	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Fire Marshal:					
Advanced EMT Plus 3%	\$86,798.10	\$89,402.04	\$92,083.53	\$94,846.03	\$97,691.41
Basic EMT	\$84,270.00	\$86,798.10	\$89,401.48	\$92,083.53	\$94,846.03
Captain:					
Advanced EMT Plus 3%	\$73,931.90	\$76,149.86	\$78,434.35	\$80,787.39	\$83,211.01
Basic EMT	\$71,778.55	\$73,931.91	\$76,149.86	\$78,434.36	\$80,787.39
Lieutenant:					
Advanced EMT Plus 3%	\$63,923.70	\$65,764.16	\$67,659.83	\$69,612.37	\$71,623.49
Basic EMT	\$62,061.84	\$63,848.69	\$65,689.15	\$67,584.83	\$69,537.37
Driver:					
Advanced EMT Plus 3%	\$61,348.70	\$63,189.16	\$65,084.83	\$67,037.37	\$69,048.49
Basic EMT	\$59,561.84	\$61,348.69	\$63,189.15	\$65,084.83	\$67,037.37
Corporal:					
Advanced EMT Plus 3%	\$52,185.92	\$53,674.26	\$55,207.24	\$56,786.21	\$58,412.54
Basic EMT	\$50,665.95	\$52,110.93	\$53,599.26	\$55,132.24	\$56,711.21
Fire Fighter:					
Advanced EMT Plus 3%	\$49,610.92	\$51,099.26	\$52,632.24	\$54,211.21	\$55,837.54
Basic EMT	\$48,165.95	\$49,610.93	\$51,099.26	\$52,632.24	\$54,211.21

ARTICLE 32**DURATION OF AGREEMENT**

This Agreement shall be effective as of the first (1st) day of July 2023 and shall remain in full force until, but not including the first (1) day of July 2025.

The Employer and the Union have this __ day of September 2023 agreed on the foregoing Agreement as a basis for settlement of their current collective bargaining, and this Agreement is signed and sealed in duplicate and the signed and sealed copy shall be considered as an original. Each page of the contract shall contain at the bottom thereof, the seal of both parties hereto and the last page only shall contain the authorized signature and seal of each party.

ARTICLE 33**MANAGEMENT RIGHTS AND RESPONSIBILITIES**

SECTION 1. The Employer expressly reserves the right to plan, direct and control all operations not covered by this Agreement relating to the Fire Department, and to hire, promote, assign, suspend or discharge any employee, subject to the Grievance Procedure hereinafter specifically set forth.

SECTION 2. The Employer shall have the exclusive right to determine the source or

sources from which new applicants for work in the Fire Department shall be secured and shall be the sole judge of the requirements and qualifications of Fire Department personnel hired during the term of this Agreement, and shall be the sole judge of quantifications of employees for retention with the Employer, subject to existing Ordinances, state laws and the Grievance Procedure hereinafter specifically set forth.

SECTION 3. Except as specifically abridged, delegated, granted or modified by this Agreement or any supplementary Agreements that may hereinafter be made, all the rights, powers and authority the Employer had prior to the signing of this Agreement are retained by the Employer and remain exclusively and without limitations within the rights of the Employer.

SECTION 4. Except as may be limited hereinafter, the Employer retains the rights in accordance with the laws of the State of Oklahoma and the responsibilities and duties contained in the ordinances of the City of Jenks, Oklahoma.

SECTION 5. The Employer agrees to provide adequate fire protection for the citizens of Jenks and to provide safe working conditions for the employees of the Jenks Fire Department. The Employer further agrees that in order to achieve the aforementioned objectives, certain standards must be met and maintained in the manning of fire apparatus.

ARTICLE 34

PHYSICAL FITNESS

SECTION 1. In as much as a healthy and fit firefighter is essential to the wellbeing of the Jenks public, the following minimum standards for physical fitness are as follows:

- A. All members of the department covered by this contract shall be provided an opportunity to take a voluntary yearly physical agility test.
- B. The City shall provide adequate workout equipment at each station to maintain required fitness levels.
- C. The yearly physical agility test shall occur in October of each year.
- D. All members who pass physical agility test shall receive a \$400 incentive for passing test. Additional years will be paid the following amounts:

2nd Year	\$425
3rd Year	\$450
4th Year	\$475
5th Year	\$500
6th Year	\$525
7th Year	\$550
8th Year	\$575
9th Year	\$600
10th Year	\$800

- E. For the purpose of this agreement, the FY 2016-2017 PAT will constitute the second year of the pay incentive schedule. Each member of the Bargaining Unit that

- passed the FY2015-2016 PAT will be eligible for the 2nd year pay as listed above.
- F. If the participant passes the PAT attempt for that year, on either the first or second attempt, the following year they will be eligible to move up to the next year incentive.
 - G. If the participant fails to pass the PAT on their first attempt, they can attempt the PAT again within one month of their first attempt. If the participant successfully completes the PAT on their second attempt, they shall only receive the following incentive pay of \$200 regardless of how many consecutive years they passed the test.
 - H. Incentive pays tops out at the 10th year. If participant continues to pass the PAT and is topped out at 10-year Incentive, they will continue to be eligible for the 10-year Incentive.
 - I. If the participant fails to pass the PAT on their second attempt, they cannot attempt another PAT until the following year. If the participant fails to pass the PAT on their second attempt, they will start over at the 1st Year incentive pay at their next PAT.

Times for Completion (Incentive)

1 to 5 years of full-time service	10 minutes and 20 seconds
6 to 10 years of full-time service	10 minutes and 40 seconds
11 to 15 years of full-time service	11 minutes and 00 seconds
16 to 20 years of full-time service	11 minutes and 20 seconds
21 to 25 years of full-time service	11 minutes and 40 seconds
26 to 30 years of full-time service	12 minutes and 00 seconds
31+ years of full-time service	12 minutes and 20 seconds

The weight vest used in the PAT depending on years of full-time service

1 to 10 years of full-time service	75lbs on Stair Climb and 50lbs on rest of course
10+ years of full-time service	50lbs on Stair Climb and 50lbs on rest of course

SECTION 2. For the purpose of this agreement, the physical agility test (PAT) shall be the test utilized in fiscal year 2014-15. Any changes to the test will be done by a written mutual consent.

SECTION 3. The exercise period shall be from 11:00-12:00 unless interrupted by a call; in which event the exercise period shall commence the next hour after return to the station.

ARTICLE 35

EMERGENCY MEDICAL SERVICES

SECTION 1. Ambulance services currently provided by the Emergency Medical Services Authority (EMSA) may cease in the future and will need to be provided by the City of Jenks.

SECTION 2. Ambulance services shall be a responsibility of the Fire Department either individually or under City contract for separate or combined services with a third-party provider.

ARTICLE 36

ONE-HALF SHIFT LEAVE PROCEDURE

SECTION 1. Vacation days may be taken in one-half (1/2) shift increments with special approval of the Chief or Assistant Chief only. At no time will one-half (1/2) shifts be taken without prior special approval.

SECTION 2. The Chief or Assistant Chief expressly reserves the right to disapprove any and all one-half (1/2) shift request for any reason they deem necessary.

ARTICLE 37

WORKING OUT OF CLASSIFICATION

SECTION 1. Any member of the Bargaining Unit working in a classification higher than his normal position shall receive the normal base pay rate for the higher classification if due to minimum rank requirements on a shift requires same for a continuous period of at least seven (7) shifts. Any application of the same shall be retroactive. Corporals and Lieutenants are not eligible for Out of Classification pay.

SECTION 2. Any Captain is eligible to receive out of classification pay whenever working as the senior Captain on a shift and when there is one additional qualified firefighter/EMT over manning staffing for a continuous period of 12 hours or more.

SECTION 3. Out of classification pay schedule:

Fire Fighter working as Corporal:	\$50 per 24-hour shift
Driver Operator working as Lieutenant:	\$50 per 24-hour shift
Captain working as Senior Captain:	\$25 per 12-hour shift; \$50 per 24-hour shift (not hourly increment will be paid)

Working out of classification pay shall not exceed \$50 per 24-hour shift.

SECTION 4. Out of classification pay shall be paid quarterly on the basis of the City of Jenks Fiscal Year.

ARTICLE 38

CELL PHONE PAY

SECTION 1. Each member shall receive \$480.00 per fiscal year for usage of cell phone for receiving text messages and telephone calls for standby notices and callbacks.

ARTICLE 39

EDUCATION INCENTIVE

SECTION 1. Firefighters not currently awarded an associate or bachelor's degree relevant to the Fire Service or a recognized equivalent curriculum approved by the Fire Chief and City Manager shall be eligible to receive tuition, fees and books reimbursement of up to \$2,500.00 per fiscal year for enrollment in a curriculum plan pre-approved by the Fire Chief and the City Manager. The firefighter shall make application through the Fire Chief who, if approved, will process the application for advance payment. The employee must reimburse the City for same if the employee fails to pursue such coursework in a usual manner. Such coursework shall not be on City work time but shall be voluntarily undertaken by the firefighter. The course work must be at a nationally accredited college or university as approved by the Fire Chief. If the firefighter terminates employment, whether voluntarily or involuntarily, with the City within two years (730 days) of the date of the reimbursement check, the firefighter is responsible for returning the amount reimbursed within 60 days. The City reserves the right to garnish any final wages to recover all or a portion of the cost of the reimbursement. The final ruling on any dispute related to the curriculum, tuition, fees, reimbursement, or advance payment shall be at the sole discretion of the City Manager.

- A. After a firefighter has reached the median base pay as described in Section 31 of this agreement, the City agrees to pay to each officer who has completed studies relating to the courses at universities, colleges, or tech schools that are accredited by one of the six regional accreditation organizations recognized by the U.S. Department of Education.

Associated Degree	\$50.00 per month
Bachelor's Degree	\$100.00 per month
Master's Degree	\$125.00 per month

The education incentive shall be paid for the highest degree attained that is listed above. Once a firefighter reaches the median and begins receiving the monthly education incentive, that firefighter shall continue to receive the incentive for the term of their employment as a member as long as the firefighter is covered by this CBA.

ARTICLE 40

CHRISTMAS BONUS

SECTION 1. If the City Council votes to award non-bargaining unit employees a Christmas bonus, employees covered by this Agreement will be entitled to receive the same Christmas bonus on the same terms and conditions as apply to non-bargaining unit employees.

ARTICLE 41

PHYSICALS

SECTION 1 Commencing in Fiscal Year 2022-2023, the City will provide physicals through a local health care provider every two (2) years for employees over the age of forty (40) and every five (5) years for employees age forty (40) or younger. An employee may elect to use a physician of his/her own choosing. However, the City will only be responsible to pay for the costs to that physician up to an amount not to exceed the cost charged to the City for physicals performed at the facility where the City has entered into an agreement for such services.

ARTICLE 42 FIRE MARSHAL

SECTION 1. Operations to Fire Marshal Transfers

A. These transfers will only be made when there is an opening in the Fire Marshal assignment. The promotional procedure outlined in the departments Standard Operating Guidelines will be followed to fill the Fire Marshal Position.

B. When a transfer from Operations to Fire Marshal is made, the Operations rank of the individual will be maintained. This will not be an active rank but shall be used if the individual goes back to an Operations position. If the individual returns to Operations duty, he/she would return either to the rank held prior to moving into the Fire Marshal position, or if that rank is unavailable the individual may move to a lesser rank. The individual recognizes and agrees to the lesser pay for such lesser rank. However, the individual will maintain seniority.

SECTION 2. Fire Marshal to Operations Transfers

A. If an opening in Operations occurs for reasons including a retirement, resignation, termination, promotion or staffing increase, an Administrative Officer may request that he/she return to Operations and fill the open position returning either to the rank held prior to moving into the Fire Marshal position, or if that rank is unavailable the individual may move to a lesser rank. If to a lesser rank, the individual recognizes and agrees to the lesser pay for such lesser rank. However, the individual will maintain seniority.

B. If there is not an existing opening in Operations, the Fire Marshal will make his/her desire known to return to his former Operations position known to the Chief. The Chief shall post the potential availability of the Fire Marshal position to ascertain whether there is any member interested in the position.

C. If an external candidate is selected for the Fire Marshal's position, there will be no option for Fire Marshal to Operations transfer.

SECTION 3. Work Period, Overtime, Stand-By

A. The work period for the Fire Marshal shall be fourteen (14) days, eighty (80) hours in a two-week pay period.

B. The Fire Marshall shall earn overtime at a rate of not less than one and one-half (1 ½) times the regular hourly rate of pay, or compensatory time off at a rate of one and one-half (1 ½) times the hours worked, for all hours worked over eighty (80) in any work period. Overtime compensated by

payment at the overtime rate shall be paid bi-weekly

C. Stand-By Pay shall be paid as provided by Article 30 of the current CBA

D. All paid leave hours except sick leave shall be counted as time worked.

E. The Fire Marshall shall not count as personnel in regards to minimum staffing pursuant to Article 27 of the current CBA. Minimum staffing for the Fire Marshal position shall remain at one (1) for the duration of this agreement.

SECTION 4. Sick Leave

All accrued sick leave shall be carried over when transferring from operations to Fire Marshall up to a maximum of 480 or the member's current accrued sick time hours. Thereafter, the Fire Marshall shall accrue sick at the rate of one (1) day per month (8 hours), or a total of twelve (12) days per calendar year (96 hours). The Fire Marshall may then accrue up to a maximum of 480 hours of sick leave.

SECTION 5. Vacation Leave

A. Should a current member transfer from Operations to the Fire Marshal, all accrued vacation leave at the time of the transfer shall be converted at a shift to shift basis (e.g., if employee has 20 shifts in operations, they will have 20 shifts as a fire marshal.

B. At the employee's anniversary date, the Fire Marshal will acquire vacations days in the following amounts:

1 to 10 years' service – 20 shifts/year

11 or more years' service – 22 shifts /year

C. The maximum amount of accrued vacation shall not exceed 176 hours.

D. The Fire Marshal shall have the option of splitting his total vacation days into hourly blocks. The Fire Marshal may take vacation at any time, provided that the Fire Chief shall have the authority to approve or disapprove any paid vacation request.

E. Upon City's receipt of a letter of resignation or termination, the Fire Marshal shall be compensated for the balance of all accrued vacation at the Fire Marshal's regular hourly rate of pay so long as the employee has worked at least 12 months for the City of Jenks.

SECTION 6. Holidays

The Fire Marshal shall not be regularly scheduled to work on any paid holiday recognized by the City. Paid holidays and floating holidays shall be paid as per City policy.

SECTION 7. Other Special Pay

If not specifically stated otherwise in this Article or Section, the Fire Marshal will be eligible for, and shall receive special pays common to the other members in the Local #2567, as set forth in the collective bargaining agreement.

Those pays shall include but are not limited to:

- Education Incentive
- Physical Fitness
- EMT Certification Pay
- Longevity
- Clothing Allowance
- Cell Phone
- Cleaning Allowance

SECTION 8. Fire Marshal's Equipment

If a law enforcement certification is acquired, and provided that annual CLEET certification is maintained, the City shall issue the Fire Marshal equipment and materials it deems necessary to safely carry out the law enforcement and inspection responsibilities of a Fire Marshal. City issued equipment will include, but is not limited to, a bulletproof vest, a pistol and holster, ammunition, pepper spray or taser, and a take home vehicle.

SECTION 9. CLEET Certification Incentive Pay

If a law enforcement certification is acquired the Fire Marshall will receive, upon successfully completion of the CLEET certification, a base pay increase of 3%. Advanced CLEET certification shall be a base pay increase of 5%

SECTION 10. Fire Marshal Training

The City of Jenks will provide all training that will be expected for the position of Fire Marshall and will pay for all certifications, training and dues related to the position.

SECTION 11. Fire Marshal Salary

The base salary pay table for the Fire Marshal Salary is listed in Table 1 & 2 of Article 31, Section 8 of the current collective bargaining agreement.

SECTION 12. Fire Marshal Selection Process

A. The Fire Marshall is a promotable position, and as such, shall fall under the provisions of Article 11 paragraph 1 for eligibility. The promotion process shall consist of a resume and qualifications review and a Chief's interview. The employer shall have the exclusive right to determine the requirements and qualification of personnel hired, subject to existing Ordinances and state laws.

B. If no eligible applicant under the provisions of Article 11 paragraph 1 applies or are selected internal applicants with either of the following shall be allowed to apply:

- Rank of Lieutenant or higher
- Minimum five years' of progressively responsible firefighting experience (at least three (3) years of which is as a paid firefighter.)

C. If no internal candidates apply for the position or are selected from the promotional process, the Employer shall have the exclusive right to determine the source or sources, from which new applicants for work in the Fire Department as a Fire Marshal shall be secured.

In addition, the attached job description is agreed upon by both parties.

IN WITNESS WHEREOF, the parties have hereto executed this contract on the ____ day of September 2023.

CITY OF JENKS, OKLAHOMA

A municipal Corporation,

Mayor

ATTEST:

City Clerk

(Seal)

Memorandum of Understanding
Between the City of Jenks and IAFF Local 2567

October ____, 2021

For the FY 2021-2023 CBA, Local 2567 agrees to the duties and responsibilities for the ranks of Corporal and Lieutenant .

Jenks Professional Firefighters Local 2567

City of Jenks

FIREFIGHTER (CORPORAL)
CONTRACT FIREFIGHTER (Non-Exempt)

JOB SUMMARY: Under direction of a Captain or other assigned personnel, a Corporal performs work in fire suppression, emergency medical response, rescue and emergency services, hazardous materials response, and other related work as required. The work of a Corporal is physically demanding and performed under emergency and non-emergency conditions. This work may be very hazardous at times and pose considerable personal risk to the corporal. A corporal may be assigned to various support sections and specialized teams within the fire department when specific assignments are made by a superior officer. When acting as a Driver/Operator, the Corporal will be responsible for the driving, operation and routine maintenance of assigned apparatus and vehicles. Develops an excellent working knowledge of city streets and water systems. This is a full-time position working 24-hour shifts. The duties will be performed at a designated fire station as well as throughout the city of Jenks. This position reports to the Fire Chief.

****This is a safety sensitive position and as such, use of medical marijuana is not permitted.**

MAJOR RESPONSIBILITIES/ACTIVITIES:

- Responds to fire, rescue, medical, and hazardous material calls as well as other emergency calls in a timely and efficient manner.
- Operate as a member of a team and at times independently at incidents of uncertain duration.
- Performs fire suppression functions, including firefighting, rescue operations, deploying and operating hoses, ventilating roofs and performing salvage work after fires.
- Participate in hazardous materials mitigation response and other related tasks associated with fire suppression, rescue operations and hazardous material response.
- Administer emergency medical services to injured and ill persons if needed as a first responder.
- Assist with the investigation into the cause of fires.
- Perform operational readiness evaluation on the fire apparatus and equipment to ensure it is fully prepared and functional at all times.
- Inventories equipment and tools to include the drive train, brakes, lights, fire pump, tires, radios, SCBA operational checks and all fluid levels upon reporting for duty.
- Drive and operate motor vehicle and apparatus safely at all times under emergency and non-emergency conditions.
- Maintain that all apparatus and vehicles are in a state of readiness or reports otherwise.
- Perform minor equipment maintenance on apparatus and general cleaning of apparatus and station quarters.
- Participate in fire training classes and drills.
- Study technical materials on equipment operation, fire suppression and fire prevention to improve or maintain an effective level of performance.
- Study street maps to learn the district assigned as necessary and studies building pre-plans.
- Inform supervisor of all work activities and reports any public inquiries or complaints, inform supervisor of any equipment in need of repair and of all public injuries or accidents.
- Searches structures for victims and removes them from hazardous locations.
- Performs first aid and emergency rescue and may provide medical treatment at the emergency scene.
- Responds to accidents, disasters, emergency rescues, searches and any other emergency situation as directed by the superior officer.
- Performs victim extrication from wrecked vehicles.
- Operates chemical and hand extinguishers and similar equipment.
- Secures and protects the fire scene when arson may be suspected so that valuable evidence is not destroyed.
- Testifies in court on cases regarding fires or EMS responses.
- Assists police with searches and traffic control at accident scenes.
- Performs salvage and overhaul at the fire scene, removes debris and fuel from scene after accidents or spills.
- Performs pre-fire plans and completes associated paperwork.

- Cleans and inspects all issued firefighting equipment, oils and cleans fire trucks, washes and cleans fire hoses, and assists in the maintenance of general cleanliness in and about the fire station.
- May be required to drive engines, ladder trucks, and rescue units in absence of other personnel.
- Conducts tours of fire station facility.
- Provides directions to citizens as requested.
- Performs specific tasks as directed in various phases of fire prevention, training and administration.
- Performs recordkeeping duties as required for maintenance of equipment, fire and emergency statistical data, and other records as necessary.
- Assists the Public Education Section by performing in-service training at schools, churches, civic groups, homeowners associations, etc.
- May conduct fire prevention and safety classes for individuals or groups.
- May perform blood pressure checks at fire station.
- May perform work in a specified support section within the department where specific assignments are made and reviewed by a superior officer.
- Adheres to policies, procedures and standard operating guidelines.

ADDITIONAL RESPONSIBILITIES/ACTIVITIES:

- Ability to detect natural gas leaks, traffic sounds, sounds of impending building collapse, alarms, sirens, calls for assistance, and other audible signs of alarm or warning in emergency situations.
- Ability to use firefighting equipment.
- Ability to operate fire apparatus.
- Ability to operate emergency rescue and medical equipment.
- Ability to operate self-contained breathing apparatus.
- Ability to operate computer and radios.
- Ability to operate monitors and defibrillator.
- Ability to operate fire alarm systems.
- Ability to operate other equipment of the department.
- Ability to understand and follow departmental policies, rules and instructions.
- Ability to learn firefighting techniques and method and apply to specific situations.
- Ability to analyze situations and to take effective courses of action.
- Ability to understand and carry out oral and written instructions, giving close attention to detail and accuracy.
- Ability to establish and maintain effective working relationships with others.
- Ability to mitigate situations involving fire alarm systems.
- Ability to remain calm and courteous and work in extremely stressful situations.
- Ability to operate associated equipment.
- Ability to stand, walk, sit use hands handle, feel, reach with hands and arms, climb or balance, stoop, kneel, crouch, or crawl, talk or hear, smell and lift and/or move up to 100 pounds.
- Ability to occasionally lift and/or move more than 100 pounds while performing essential job functions.
- Knowledge and skills required for locating and operating all tools and equipment that are assigned to each of their assigned apparatus.
- Knowledge of Principles and practices of firefighting techniques.
- Knowledge of hydraulics and fire pump operations.
- Knowledge of operating and mechanical principles involved in the operation of fire apparatus, mechanical, electrical, and/or allied equipment.
- Knowledge of principles and practices of emergency medical services techniques.
- Knowledge of basic laws and ordinances regarding outdoor burning by individuals and contractors.
- Knowledge of department operating procedures manual and department rules and regulations.
- Knowledge of Computer applications as related to the scope of work.
- Knowledge of applicable state, federal and local laws, rules and regulations.
- Knowledge of recordkeeping, report preparation, filing methods and record management techniques.

- Knowledge of standard business arithmetic, including percentages and decimals.
- Perform other related duties as requested and assigned.

MINIMUM AND PREFERRED REQUIREMENTS:

- High School diploma or GED required; Associate's or Bachelor's degree preferred.
- Education, training or experience that provides the knowledge, skills, and abilities required for the job.
- Must have valid Oklahoma driver license.
- Must have State of Oklahoma Emergency Medical Technician Basic License.
- Must have National Registry of Emergency Medical Technicians Certification.
- State of Oklahoma and National Registry Advanced Emergency Medical Technician Certification (preferred).
- IFSAC or Pro Board Firefighter 1 or higher.
- Ability to pass physical agility test and Oklahoma Firefighter's Pension physical.
- Hazardous Materials Operations Certification (preferred)
- Must be computer savvy and proficient in Microsoft Excel and Outlook.
- Excellent written and verbal communication skills.

WORKING ENVIRONMENT:

The duties of the Firefighter (Corporal) position are performed indoors and outdoors. The Firefighter may frequently be exposed to extreme heat or cold, poor visibility, flames, smoke, wet or humid conditions, work near moving mechanical parts, work in high or precarious places, toxic or caustic chemicals, contagious and/or infectious diseases, fumes or airborne particles, risk of electrical shock, work with explosives and be exposed to loud noise levels. The employee is subject to potential personal danger.

Physical: Primary functions require sufficient physical ability to work indoors and/or outdoors while operating related equipment for extended periods of time. Must be able to wear personal protective equipment that weighs approximately 65 pounds while performing fire fighter tasks. Strength and stamina to climb 20 or more flights of stairs while wearing fire protective equipment, while carrying equipment and tools. Extent flexibility, mobility and balance enough to bend, twist, and reach out when climbing or working on ladders. Continuous standing, with upward and downward flexion of neck; fine finger dexterity; light to moderate finger pressure to manipulate keyboard, equipment controls, and equipment; pinch grasp to manipulate writing utensils. Frequent side-to-side turning of neck, walking, standing, bending, stooping, pushing/pulling, and twisting at waist. Frequent squatting, kneeling, and reaching above and at shoulder height; moderate grasp to manipulate reference books and manuals. Frequent lifting, pushing, pulling or dragging of up to 175 pounds while working in adverse conditions (cramped spaces, fluctuating outside temperature and weather, and at times a wet environment). Sufficient manual dexterity with or without reasonable accommodation, which permits the employee to operate equipment used in firefighting. Sufficient personal mobility and physical reflexes, with or without reasonable accommodation, which permits the employee to perform all duties involved in protecting life and property.

Vision: See in the normal visual range with or without correction; vision sufficient to read computer screens and printed documents and to operate equipment. Sufficient vision and other powers of observation, with or without reasonable accommodation, which permits the employee to effectively operate at a fire or related emergency scene;

Hearing and Speech: Hear in the normal audio range with or without correction. Sufficient clarity of speech, hearing and other communication capabilities, with or without reasonable accommodation, which permits the employee to communicate effectively, including during emergency situations that may involve a high degree of noise.

FIREFIGHTER (LIEUTENANT)**CONTRACT FIREFIGHTER (Non-Exempt)**

JOB SUMMARY: Under the direction of a Captain or other assigned personnel, a Lieutenant performs work in fire suppression, emergency medical response, rescue and emergency services, hazardous materials response, and other related work as required. The work of a Lieutenant is physically demanding and performed under emergency and non-emergency conditions. This work may be very hazardous at times and pose considerable personal risk to the Lieutenant. A Lieutenant may be assigned to various support sections and specialized teams within the fire department when specific assignments are made by a superior officer. The Lieutenant will be responsible for the driving, operation and routine maintenance of assigned apparatus and vehicles. Develops an excellent working knowledge of city streets and water systems. When acting as a Captain, this person will be responsible for the supervision of Firefighters, Corporals and Drivers and their performance at the scene of an emergency. This is a full-time position working 24-hour shifts. The duties will be performed at a designated fire station as well as throughout the city of Jenks. This position reports to the Fire Chief.

****This is a safety sensitive position and as such, use of medical marijuana is not permitted.**

MAJOR RESPONSIBILITIES/ACTIVITIES:

- Responds to fire, rescue, medical, and hazardous material calls as well as other emergency calls in a timely and efficient manner.
- Operate as a member of a team and at times independently at incidents of uncertain duration.
- Performs fire suppression functions, including firefighting, rescue operations, deploying and operating hoses, ventilating roofs and performing salvage work after fires.
- Participate in hazardous materials mitigation response and other related tasks associated with fire suppression, rescue operations and hazardous material response.
- Administer emergency medical services to injured and ill persons if needed as a first responder.
- Assist with the investigation into the cause of fires.
- Perform operational readiness evaluation on the fire apparatus and equipment to ensure it is fully prepared and functional at all times.
- Inventories equipment and tools to include the drive train, brakes, lights, fire pump, tires, radios, SCBA operational checks and all fluid levels upon reporting for duty.
- Drive and operate motor vehicle and apparatus safely at all times under emergency and non-emergency conditions.
- Maintain that all apparatus and vehicles are in a state of readiness or reports otherwise.
- Perform minor equipment maintenance on apparatus and general cleaning of apparatus and station quarters.
- Participate in fire training classes and drills.
- Study technical materials on equipment operation, fire suppression and fire prevention to improve or maintain an effective level of performance.
- Study street maps to learn the district assigned as necessary and studies building pre-plans.
- Inform supervisor of all work activities and reports any public inquiries or complaints, inform supervisor of any equipment in need of repair and of all public injuries or accidents.
- Searches structures for victims and removes them from hazardous locations.
- Performs first aid and emergency rescue and may provide medical treatment at the emergency scene.
- Responds to accidents, disasters, emergency rescues, searches and any other emergency situation as directed by the superior officer.
- Performs victim extrication from wrecked vehicles.
- Operates chemical and hand extinguishers and similar equipment.
- Secures and protects the fire scene when arson may be suspected so that valuable evidence is not destroyed.
- Testifies in court on cases regarding fires or EMS responses.
- Assists police with searches and traffic control at accident scenes.
- Performs salvage and overhaul at the fire scene, removes debris and fuel from scene after accidents or spills.
- Performs pre-fire plans and completes associated paperwork.

- Cleans and inspects all issued firefighting equipment, oils and cleans fire trucks, washes and cleans fire hoses, and assists in the maintenance of general cleanliness in and about the fire station.
- May be required to drive engines, ladder trucks, and rescue units in absence of other personnel.
- Conducts tours of fire station facility.
- Provides directions to citizens as requested.
- Performs specific tasks as directed in various phases of fire prevention, training and administration.
- Performs recordkeeping duties as required for maintenance of equipment, fire and emergency statistical data, and other records as necessary.
- Assists the Public Education Section by performing in-service training at schools, churches, civic groups, homeowners associations, etc.
- May conduct fire prevention and safety classes for individuals or groups.
- May perform blood pressure checks at fire station.
- May perform work in a specified support section within the department where specific assignments are made and reviewed by a superior officer.
- Adheres to policies, procedures and standard operating guidelines.

ADDITIONAL RESPONSIBILITIES/ACTIVITIES:

- Ability to detect natural gas leaks, traffic sounds, sounds of impending building collapse, alarms, sirens, calls for assistance, and other audible signs of alarm or warning in emergency situations.
- Ability to use firefighting equipment.
- Ability to operate fire apparatus.
- Ability to operate emergency rescue and medical equipment.
- Ability to operate self-contained breathing apparatus.
- Ability to operate computer and radios.
- Ability to operate monitors and defibrillator.
- Ability to operate fire alarm systems.
- Ability to operate other equipment of the department.
- Ability to understand and follow departmental policies, rules and instructions.
- Ability to learn firefighting techniques and method and apply to specific situations.
- Ability to analyze situations and to take effective courses of action.
- Ability to understand and carry out oral and written instructions, giving close attention to detail and accuracy.
- Ability to establish and maintain effective working relationships with others.
- Ability to mitigate situations involving fire alarm systems.
- Ability to remain calm and courteous and work in extremely stressful situations.
- Ability to operate associated equipment.
- Ability to stand, walk, sit use hands handle, feel, reach with hands and arms, climb or balance, stoop, kneel, crouch, or crawl, talk or hear, smell and lift and/or move up to 100 pounds.
- Ability to occasionally lift and/or move more than 100 pounds while performing essential job functions.
- Knowledge and skills required for locating and operating all tools and equipment that are assigned to each of their assigned apparatus.
- Knowledge of Principles and practices of firefighting techniques.
- Knowledge of hydraulics and fire pump operations.
- Knowledge of operating and mechanical principles involved in the operation of fire apparatus, mechanical, electrical, and/or allied equipment.
- Knowledge of principles and practices of emergency medical services techniques.
- Knowledge of basic laws and ordinances regarding outdoor burning by individuals and contractors.
- Knowledge of department operating procedures manual and department rules and regulations.
- Knowledge of Computer applications as related to the scope of work.
- Knowledge of applicable state, federal and local laws, rules and regulations.
- Knowledge of recordkeeping, report preparation, filing methods and record management techniques.

- Knowledge of standard business arithmetic, including percentages and decimals.
- Perform other related duties as requested and assigned.

MINIMUM AND PREFERRED REQUIREMENTS:

- High School diploma or GED required; Associate's or Bachelor's degree preferred.
- Education, training or experience that provides the knowledge, skills, and abilities required for the job.
- Must have valid Oklahoma driver license.
- Must have State of Oklahoma Emergency Medical Technician Basic License.
- Must have National Registry of Emergency Medical Technicians Certification.
- State of Oklahoma and National Registry Advanced Emergency Medical Technician Certification (preferred).
- IFSAC or Pro Board Firefighter 1 or higher.
- Ability to pass physical agility test and Oklahoma Firefighter's Pension physical.
- Hazardous Materials Operations Certification (preferred)
- Must be computer savvy and proficient in Microsoft Excel and Outlook.
- Excellent written and verbal communication skills.

WORKING ENVIRONMENT:

The duties of the Firefighter (Lieutenant) position are performed indoors and outdoors. The Firefighter may frequently be exposed to extreme heat or cold, poor visibility, flames, smoke, wet or humid conditions, work near moving mechanical parts, work in high or precarious places, toxic or caustic chemicals, contagious and/or infectious diseases, fumes or airborne particles, risk of electrical shock, work with explosives and be exposed to loud noise levels. The employee is subject to potential personal danger.

Physical: Primary functions require sufficient physical ability to work indoors and/or outdoors while operating related equipment for extended periods of time. Must be able to wear personal protective equipment that weighs approximately 65 pounds while performing fire fighter tasks. Strength and stamina to climb 20 or more flights of stairs while wearing fire protective equipment, while carrying equipment and tools. Extent flexibility, mobility and balance enough to bend, twist, and reach out when climbing or working on ladders. Continuous standing, with upward and downward flexion of neck; fine finger dexterity; light to moderate finger pressure to manipulate keyboard, equipment controls, and equipment; pinch grasp to manipulate writing utensils. Frequent side-to-side turning of neck, walking, standing, bending, stooping, pushing/pulling, and twisting at waist. Frequent squatting, kneeling, and reaching above and at shoulder height; moderate grasp to manipulate reference books and manuals. Frequent lifting, pushing, pulling or dragging of up to 175 pounds while working in adverse conditions (cramped spaces, fluctuating outside temperature and weather, and at times a wet environment). Sufficient manual dexterity with or without reasonable accommodation, which permits the employee to operate equipment used in firefighting. Sufficient personal mobility and physical reflexes, with or without reasonable accommodation, which permits the employee to perform all duties involved in protecting life and property.

Vision: See in the normal visual range with or without correction; vision sufficient to read computer screens and printed documents and to operate equipment. Sufficient vision and other powers of observation, with or without reasonable accommodation, which permits the employee to effectively operate at a fire or related emergency scene;

Hearing and Speech: Hear in the normal audio range with or without correction. Sufficient clarity of speech, hearing and other communication capabilities, with or without reasonable accommodation, which permits the employee to communicate effectively, including during emergency situations that may involve a high degree of noise.

FIRE FIGHTER (FIRE MARSHAL)**CONTRACT FIREFIGHTER (Non-Exempt)**

JOB SUMMARY: Under direction of the Fire Chief or other assigned personnel, the Fire Marshal performs work in fire suppression, fire cause determination, plan review, life safety inspections, public education, emergency medical response, rescue, hazardous materials response, and other related work as required. The Fire Marshal provides support and assistance to the Fire Chief in the direct oversight of the fire marshal and fire code official duties of the Jenks Fire Department. The work of a Fire Marshal is physically demanding and performed under emergency and non-emergency conditions. This work may be very hazardous at times and pose considerable personal risk to the Fire Marshal. This is a full-time position. The duties will be performed at a designated fire station as well as throughout the city of Jenks and the region. This position reports to the Fire Chief.

****This is a safety sensitive position and as such, use of medical marijuana is not permitted.**

MAJOR RESPONSIBILITIES/ACTIVITIES:

- As the designee of the Fire Chief, perform Fire Marshal and Fire Code Official duties including fire and life safety inspections, fire investigations, building plan review and public safety education.
- Performs pre-fire plans and completes associated paperwork.
- Secures and protects the fire scene when arson may be suspected so that valuable evidence is not destroyed.
- Testifies in court on cases regarding fires or EMS responses.
- Effectively exercise direct technical and functional supervision over firefighters, fire officers, and technical and clerical staff in the Fire Department.
- Assist in the operation of the City's Emergency Operations Center
- Possess a working knowledge of the adopted International Fire Code, NFPA Codes, the Jenks Municipal Code and Jenks personnel policies and other applicable codes, ordinances and statutes. Make recommendations for updates/modifications to same as needed.
- Perform all duties in a manner that complies with any applicable Federal and State law or local ordinance.
- Respond to major field emergencies and alarms and perform command, investigation or fire suppression functions, including firefighting, rescue operations, deploying and operating hoses, ventilating roofs and performing salvage work after fires.
- Administer emergency medical services to injured and ill persons if needed as a first responder.
- Assist in the development and administration of standard operating guidelines and rules and regulations for the Fire Department.
- Provide training and continuing education for Fire Department members.
- Assist in managing the administration of the fire department, fire systems, inspection, training, suppression and prevention functions, and public education.
- Assist in the establishment of short and long-range departmental priorities, goals, and objectives.
- Assist in the preparation and implementation of the Fire Department's disaster plan.
- Meet with citizens and other groups regarding fire and public safety matters.
- Adheres to policies, procedures and standard operating guidelines.
- Prepare and submit fire reports and other technical and/or operational reports, as requested-
- Participate in continuing education and other required training programs; maintain all training levels as required
- Prepare and make policy recommendations to the Fire Chief.
- Attend various meetings and prepare communication to the City Council, as requested.
- Performs the duties of the Fire Chief in his/her absence.

ADDITIONAL RESPONSIBILITIES/ACTIVITIES:

- Ability to detect natural gas leaks, traffic sounds, sounds of impending building collapse, alarms, sirens, calls for assistance, and other audible signs of alarm or warning in emergency situations.
- Ability to use firefighting equipment.
- Ability to operate fire apparatus.
- Ability to operate emergency rescue and medical equipment.
- Ability to operate self-contained breathing apparatus.
- Ability to operate computer and radios.
- Ability to operate monitors and defibrillator.
- Ability to operate fire alarm systems.
- Ability to operate other equipment of the department.
- Ability to understand and follow departmental policies, rules and instructions.
- Ability to learn firefighting techniques and method and apply to specific situations.
- Ability to analyze situations and to take effective courses of action.
- Ability to understand and carry out oral and written instructions, giving close attention to detail and accuracy.
- Ability to establish and maintain effective working relationships with others.
- Ability to mitigate situations involving fire alarm systems.
- Ability to remain calm and courteous and work in extremely stressful situations.
- Ability to operate associated equipment.
- Ability to stand, walk, sit use hands handle, feel, reach with hands and arms, climb or balance, stoop, kneel, crouch, or crawl, talk or hear, smell and lift and/or move up to 100 pounds.
- Ability to occasionally lift and/or move more than 100 pounds while performing essential job functions.
- Knowledge and skills required for locating and operating all tools and equipment that are assigned to each apparatus.
- Knowledge of Principles and practices of firefighting techniques.
- Knowledge of hydraulics and fire pump operations.
- Knowledge of operating and mechanical principles involved in the operation of fire apparatus, mechanical, electrical, and/or allied equipment.
- Knowledge of principles and practices of emergency medical services techniques.
- Knowledge of basic laws and ordinances regarding outdoor burning by individuals and contractors.
- Knowledge of department operating procedures manual and department rules and regulations.
- Knowledge of Computer applications as related to the scope of work.
- Knowledge of applicable state, federal and local laws, rules and regulations.
- Knowledge of recordkeeping, report preparation, filing methods and record management techniques.
- Knowledge of standard business arithmetic, including percentages and decimals.
- Possess a level of computer proficiency necessary to operate computer software associated with fire safety and department administration.
- Perform other related duties as requested and assigned.

MINIMUM AND PREFERRED QUALIFICATIONS:

- High School diploma or GED required
- Associates' degree from an accredited college or university in Fire Protection Engineering, Fire Management, Public Administration, Business Administration, Behavioral and/or Applied Sciences, or a related field, or equivalent experience which demonstrates the ability to perform effectively in management and the firefighting field.
- Bachelor's degree from an accredited college or university in Fire Protection Engineering, Fire Management, Public Administration, Business Administration, Behavioral and/or Applied Sciences, or a related field preferred.
- Fire Inspector I/II, Fire Plans Examiner and Fire Investigation certifications preferred.
- Minimum five years' of progressively responsible firefighting experience (at least three (3) years of which is as a paid firefighter).

- Minimum of one (1) year of supervisory leadership experience.
- Demonstrated strong leadership and interpersonal skills with excellent written and verbal communication skills
- Must have valid Oklahoma driver license.
- Must have State of Oklahoma Emergency Medical Technician Basic License.
- Must have National Registry of Emergency Medical Technicians Certification.
- State of Oklahoma and National Registry Advanced Emergency Medical Technician Certification (preferred).
- IFSAC or Pro Board Firefighter 1 or higher.
- Ability to pass physical agility test and Oklahoma Firefighter's Pension physical.
- Hazardous Materials Operations Certification (preferred)
- Must be computer savvy and proficient in Microsoft Excel and Outlook.
- Excellent written and verbal communication skills
- Ability to pass extensive background check and drug screening.
- Ability to be CLEET certified.

WORKING ENVIRONMENT:

The duties of the Firefighter (Fire Marshal) position are performed indoors and outdoors. The Fire Marshal may frequently be exposed to extreme heat or cold, poor visibility, flames, smoke, wet or humid conditions, work near moving mechanical parts, work in high or precarious places, toxic or caustic chemicals, contagious and/or infectious diseases, fumes or airborne particles, risk of electrical shock, work with explosives and be exposed to loud noise levels. The employee is subject to potential personal danger.

Physical: Primary functions require sufficient physical ability to work indoors and/or outdoors while operating related equipment for extended periods of time. Must be able to wear personal protective equipment that weighs approximately 65 pounds while performing fire fighter tasks. Strength and stamina to climb 20 or more flights of stairs while wearing fire protective equipment, while carrying equipment and tools. Extent flexibility, mobility and balance enough to bend, twist, and reach out when climbing or working on ladders. Continuous standing, with upward and downward flexion of neck; fine finger dexterity; light to moderate finger pressure to manipulate keyboard, equipment controls, and equipment; pinch grasp to manipulate writing utensils. Frequent side-to-side turning of neck, walking, standing, bending, stooping, pushing/pulling, and twisting at waist. Frequent squatting, kneeling, and reaching above and at shoulder height; moderate grasp to manipulate reference books and manuals. Frequent lifting, pushing, pulling or dragging of up to 175 pounds while working in adverse conditions (cramped spaces, fluctuating outside temperature and weather, and at times a wet environment). Sufficient manual dexterity with or without reasonable accommodation, which permits the employee to operate equipment used in firefighting. Sufficient personal mobility and physical reflexes, with or without reasonable accommodation, which permits the employee to perform all duties involved in protecting life and property.

Vision: See in the normal visual range with or without correction; vision sufficient to read computer screens and printed documents and to operate equipment. Sufficient vision and other powers of observation, with or without reasonable accommodation, which permits the employee to effectively operate at a fire or related emergency scene;

Hearing and Speech: Hear in the normal audio range with or without correction. Sufficient clarity of speech, hearing and other communication capabilities, with or without reasonable accommodation, which permits the employee to communicate effectively, including during emergency situations that may involve a high degree of noise.



CITY OF JENKS

211 NORTH ELM STREET • P.O. BOX 2007

JENKS, OKLAHOMA 74037-2007

PHONE (918) 299-5883 • FAX (918) 299-4489

To: Mayor and City Councilmembers

Cc: Chris Shrout, City Manager

From: Teresa Nowlin, City Attorney

Date: September 13, 2023

Re: Lease of Gym on Ranch Property to Jenks Chamber of Commerce

Council has for its consideration the Lease Agreement for Gym building located on “Ranch” property located at 10596 S. Elm Street to Jenks Chamber of Commerce, Inc. for the Chamber offices.

A short summary of the terms is as follows:

- The Chamber will have exclusive use of the office space and shared use with the City of the other areas of the Gym building.
- The term of the lease is until December 31, 2024 or when/if the facilities become updated to the point that larger gatherings can be held in the Gym, whichever comes first. (*The idea is that there may be different terms for rentals when they are on a larger scale).
- The Chamber will pay \$0 in rent but will provide the following additional service as consideration for the new lease:
 - At such time as and if The Hive becomes unavailable, Chamber will use Leased Premises to provide a space for community development programming and community meetings;
 - Chamber will coordinate and establish a shared calendar system for City and Chamber use of conference and meeting spaces (including the Red Barn when it is suitable for use) at Leased Premises and Ranch property;

- Chamber will allow use of meeting and conference spaces by smaller civic and community spaces and may charge below market rental fees for such use.
*Chamber may retain all proceeds.
 - Tenant will alert City or Ranch Manager when safety, security or maintenance problems arise at Leased Premises and Ranch property generally; and
 - Tenant will provide additional economic development professional services:
 - Tenant will serve as initial contact with property owners and developers that are requesting economic development incentives from City/Jenks Economic Development Authority (JEDA). Tenant will assist developers with determining appropriate incentive policy and application and will review applications for completeness; and
 - Tenant will coordinate JEDA advisory commission (if/when that group exists) meetings, materials and communications.
- City pays water, electric, gas. Chamber pays cable/internet. Chamber is responsible for minor repairs (under \$1000).

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into on the date last approved below by and between the City of Jenks, Oklahoma, an Oklahoma municipal corporation whose address is 211 N. Elm Street, P.O. Box 2007, Jenks, OK 74037 (“City” or “Landlord”) and the Jenks Chamber of Commerce, Inc., an Oklahoma nonprofit corporation whose address is 115 S. First Street, P.O. Box 902, Jenks, OK 74037 (“Chamber” or “Tenant”).

RECITALS

1. On or about August 17, 2015, City and Jenks Public Works Authority agreed to lease The Hive to Chamber. The Hive Lease remains in place, and the parties remain obligated to fulfill their obligations under that Lease.
2. City, Jenks Public Works Authority, and Chamber have an economic development and community development agreement effective July 1, 2023. This Agreement remains in place and all parties remain obligated to fulfill their obligations under that Agreement.
3. City, Jenks Aquarium Authority, and Chamber have a tourism and marketing agreement effective July 1, 2023. This Agreement remains in place and all parties remain obligated to fulfill their obligations under that Agreement.
4. On June 21, 2023 City bought property located at 10596 S. Elm Street, Jenks OK 74037 (“the Ranch”).
5. The grounds of the Ranch include the gym building (“the Gym”). The Gym needs improvements before it can be used for any public assembly exceeding 50 people.
6. City is pursuing public access to adjacent Oklahoma Turnpike Authority (“OTA”) land from Ranch for public recreation purposes as well as plans for parks and recreational services to be provided on the Property itself. It is the parties’ intent that Chamber will ultimately assist City in providing these services and in providing and controlling access as part of the consideration for this Lease Agreement.
7. During the time period when potential improvements are being made to the Gym and the scope of parks and recreational services to be provided are being determined, Tenant wishes to move their office operations only to the Gym.
8. In the future, when and if required improvements to the Gym are being made, Chamber desires to coordinate event space rental for additional community development and arts and cultural programming in Leased Premises/Gym, future rentals will be addressed in a new or amended lease. The terms of any such future leases or amendments may require a share of rental fees to be designated for improvements and maintenance of Leased Premises or toward services performed by Chamber for City.

ARTICLE I - GRANT OF LEASE

Section 1. Leased Premises. Landlord leases to Tenant the Gym (“Leased Premises”), which is located on the Ranch, and all improvements associated with the Gym. Exhibit A is the legal description of the Ranch and Exhibit B is an aerial photograph of the buildings at the Ranch. The Gym is one building, among others, on the Ranch.

Section 2. Shared Common Spaces. City and its related entities will not be charged for using the Ranch property, including Leased Premises's common spaces and meeting spaces.

Section 3. Furnishings. City has furnished Leased Premises with certain office furnishings, gym and recreational equipment, as well as other furnishings (see list attached as Exhibit C, photos are also available upon request). Chamber may use furnishings during the term of this Lease Agreement and is expected to return furnishings in as good as condition, normal wear and tear excepted. Tenant will not remove City's furniture, televisions, appliances, routers, fixtures and/or equipment from Leased Premises for any purpose without written permission from City. Tenant shall be responsible for all loss, breakage or other damage to furnished items.

Each party owns the furnishings it supplies at Leased Premises.

Any Tenant-owned furnishings remaining on Leased Premises at the termination of this Lease Agreement will become subject to the City's surplus property policies and laws.

ARTICLE II - LEASE TERM

Section 1. Total Term of Lease. The term of this Lease Agreement will begin on Commencement Date, as defined in Section 2 of this Article II, and terminate on December 31, 2024 unless terminated earlier pursuant to this agreement.

Section 2. Commencement Date. Commencement Date is the date on which Tenant begins to conduct business on Leased Premises.

ARTICLE III - EXTENSIONS

The parties may elect to extend this Lease Agreement. Any such terms and conditions must be made in writing and signed by the parties at the time of any extension.

ARTICLE IV - RENT AND CONSIDERATION

Section 1. Annual Rent. Annual rent for the term of this Lease Agreement is zero dollars (\$0).

Section 2. Consideration in Lieu of Rent. In addition to its obligations under other agreements with Landlord, Tenant will at a minimum perform these additional services as consideration for Leased Premises:

1. At such time as and if The Hive becomes unavailable, Tenant will use Leased Premises to provide a space for community development programming and community meetings;

2. Tenant will coordinate and establish a shared calendar system for City and Chamber use of conference and meeting spaces (including the Red Barn when it is suitable for use) at Leased Premises and Ranch property;
3. Tenant will allow use of meeting and conference spaces by smaller civic and community spaces and may charge below market rental fees for such use. Tenant may retain all proceeds;
4. Tenant will alert City or Ranch Manager when safety, security or maintenance problems arise at Leased Premises and Ranch property generally; and
5. Tenant will provide additional economic development professional services:
 - a. Tenant will serve as initial contact with property owners and developers that are requesting economic development incentives from City/Jenks Economic Development Authority (JEDA). Tenant will assist developers with determining appropriate incentive policy and application and will review applications for completeness; and
 - b. Tenant will coordinate JEDA advisory commission meetings, materials and communications.

ARTICLE V - SECURITY DEPOSIT

Reserved.

ARTICLE VI - TAXES

Section 1. Personal Property Taxes. Tenant shall be liable for all taxes levied against any leasehold interest of Tenant or personal property and trade fixtures owned or placed by Tenant in Leased Premises.

Section 2. Real Estate Taxes. Reserved.

Section 3. Contest of Taxes. Reserved.

Section 4. Payment of Assessments. Tenant shall pay all assessments, ordinary and extraordinary, attributable to or against Leased Premises not later than twenty-one (21) days after the day on which the same became initially due. Tenant may take the benefit of any law allowing assessments to be paid in installments and, in such event, Tenant shall only be liable for such installments of assessments due during the term.

ARTICLE VII - CONSTRUCTION AND COMPLETION

Section 1. Improvements by Tenant. Tenant may have prepared plans and specifications for the construction of improvements, and, if so, such plans and specifications are attached as Exhibit D. Tenant shall obtain all certificates, permits, licenses and other authorizations of governmental bodies or authorities necessary to permit the construction of the improvements and keep the same in full force and effect at Tenant's cost.

Unless otherwise agreed by the parties, Tenant will negotiate all contracts for the furnishing of services, labor and materials for the construction of improvements on Leased Premises at its cost. At the same time, any such plans and contracts must be approved by Landlord and may be subject to Oklahoma competitive bidding requirements. All such plans and contracts require the contracting party to guarantee performance and all materials installed by it for a period of one year following the date of completion of construction.

Unless otherwise agreed by the parties, Tenant will supervise all such contracts. Tenant will allow contracts to be fully and completely performed in a professional manner so that the improvements will be fully and completely constructed and installed in accordance with good engineering and construction practices.

During the course of construction, Tenant will, at its cost, keep in full force and effect a policy of builder's risk and liability insurance in a sum equal, from time to time, to three times the amount expended for construction of the improvements. Tenant assumes all risk of loss or damage to the improvements during construction. Any proceeds from insurance will be assigned to Landlord.

Upon completion of construction, Tenant will, at its cost, obtain an occupancy permit and all other permits or licenses necessary for the occupancy of the improvements and the operation of the same and keep the same in force.

Nothing in this Lease Agreement alters the intent of the parties that Tenant shall be fully and completely responsible for all aspects pertaining to the construction of the improvements of Leased Premises and for the payment of all associated costs. Landlord has no duty to investigate or verify Tenant's compliance with provisions in this Section 1 of Article VII.

Tenant must keep Leased Premises free and clear of all liens. Tenant shall indemnify and hold Landlord harmless for all costs and expenses, including attorney's fees, occasioned by Landlord in having any lien removed from the Lease Premises. Any such costs and expenses will be billed to Tenant with payment due by the first day of the following month.

Section 2. Utilities. Gas, electric, water and refuse services shall be furnished by City. Tenant is responsible for any phone, internet or cable service.

ARTICLE VIII - MAINTENANCE

Section 1. Custodial Service. Tenant will provide or reimburse City for custodial services.

Section 2. Repairs. Tenant will maintain Leased Premises in good order and condition.

Landlord will provide any major building maintenance and repair greater than one thousand dollars (\$1000.00) per incident.

Each party will give written notice to the other party of any repairs required of the other, and the party responsible for said repairs agrees to promptly commence such repairs and monitor diligently to completion, subject to the delays occasioned by events beyond the control of such party.

Section 3. Tenant's Alterations. The Tenant has the right, at its sole expense, to redecorate and make such non-structural alterations and changes to Leased Premises as Tenant deems expedient or necessary for its purposes. Such alterations and changes must neither impair the structural soundness nor diminish the value of Leased Premises.

Tenant can only make such structural alterations and additions to Leased Premises with written consent from Landlord.

Section 4. Permits and Expenses. Each party agrees that it will procure all necessary permits for making its desired or approved repairs, alterations or other improvements.

When due, each party agrees to pay the entire cost of any work done by it upon Leased Premises so that Leased Premises is always free of liens for labor and materials. Tenant further agrees to hold harmless and indemnify City from and against all injury, loss, claims or damage to any person or property occasioned by or arising out of the doing of any such work by such party or its employees, agents or contractors. Each party further agrees that in doing such work that it will employ materials of good quality, comply with all governmental requirements and perform such work in a good and skillful manner.

ARTICLE IX - TENANT'S COVENANTS

Upon expiration or termination of this Lease Agreement, Tenant agrees to remove its goods and effects, and those of all persons claiming under it, and to yield up peaceably Leased Premises in good order, repair and condition in all respects, excepting reasonable wear and tear.

ARTICLE X - INDEMNITY BY TENANT

Tenant holds Landlord harmless and indemnifies Landlord from all injury, loss, claims or damage to any person or property while on Leased Premises, unless caused by the willful acts, omissions or gross negligence of Landlord, its employees, agents, licensees or contractors.

To the fullest extent permitted by law, Chamber will defend, protect, hold harmless and indemnify the City and the City's officers, employees and related entities from and against any and all liability, loss, claims, demands, suits, costs, fees and expenses (including actual fees and expenses of attorneys), by whomsoever brought or alleged, for infringement of patent rights, copyrights or other intellectual property rights related to Chamber's use of Leased Premises or services provided by Chamber to City as part of consideration for this Lease Agreement.

ARTICLE XI - USE OF PROPERTY BY TENANT

Section 1. Use. Leased Premises may be occupied and used by Tenant exclusively as office space and community event space. Tenant may not use the property for any other purpose.

Section 2. Office Use. The office space in the Gym building is exclusively for Chamber use. Both City and Chamber have access to and may use the other space in the Gym building.

Section 3. Tenant may not sublease, assign or license the use of the property to any party except as provided in this Lease Agreement generally. Any sublease or license are for short-term only and may not exceed one day.

ARTICLE XII - SIGNAGE

Tenant has the right, at its sole risk and expense and in conformity with applicable laws and ordinances, to erect and, after, to repair and replace, signs on any portion of Leased Premises. Tenant must remove any such signs and repair any damage caused by such signs upon termination of this Lease Agreement or any future lease or amendment.

ARTICLE XIII - INSURANCE

Section 1. Insurance Coverage. City will provide building casualty coverage.

Chamber will provide building contents coverage for its personal property and liability coverage for Chamber employees, volunteers and guests.

Tenant will provide public liability insurance not less than one million dollars (\$1,000,000.00) for injury or death from one accident and property damage insurance not less than two hundred fifty thousand dollars (\$250,000.00), insuring Landlord and Tenant against injury to persons or damage to property on or about Leased Premises. A copy of the policy or a certificate of insurance shall be delivered to Landlord on or before the commencement date and no such policy shall be cancellable without ten (10) days prior written notice to Landlord.

Section 2. Workers' Compensation Insurance. At all times Tenant will, or cause its contractors or subcontractors to, maintain statutory workers' compensation insurance as required by Oklahoma state law.

Section 3. Insurance Proceeds. Both parties assign all proceeds from insurance policies to Landlord.

ARTICLE XIV - DEFAULT

Section 1. Landlord's Remedies. If:

1. Tenant has caused a lien to be filed against Leased Premises and said lien is not removed within thirty (30) days of recording; or
2. Tenant defaults in the observance or performance of this Lease Agreement for a period of thirty (30) days after written notice to Tenant of such default. Or if such default reasonably takes more than thirty (30) days to cure, Tenant will have commenced correcting the default within the thirty (30) days and diligently followed-through; or
3. Sixty (60) days have elapsed after the commencement of any proceeding by or against Tenant, whether by the filing of a petition or otherwise, seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or future Federal Bankruptcy Act or any other applicable federal, state or other statute or law, and such proceeding has not been dismissed;

then Landlord may elect any or all the following remedies:

- A. Landlord, without waiving any claim for damages for breach of agreement, may cure such default (as listed above) and any amount paid or contractual liability incurred by Landlord in so doing will be deemed paid or incurred for the account of Tenant. Tenant agrees to reimburse Landlord. If Tenant fails to reimburse Landlord, the amount may be deductible from other amounts that Landlord may owe to Tenant under other agreements.
 - B. Landlord may cure any such default prior to the expiration of waiting period, with or without notice to Tenant, if any emergency exists. Landlord may cure any such default prior to the expiration of waiting period after notice to Tenant if the cure is reasonably necessary to protect Leased Premises or Landlord's interest in Leased Premises or to prevent injury or damage to persons or property.
 - C. Terminate this Lease Agreement by giving Tenant notice of termination effective on the date specified in such notice of termination. With the notice of termination, all rights of Tenant under this Lease Agreement will expire and terminate, Tenant will remain liable for all obligations under this Lease Agreement arising up to the date of termination and Tenant will surrender Leased Premises to Landlord on the date specified in such notice. Tenant will be responsible for any damages incurred from the termination of its subleases, assignments or licenses.
 - D. Without liability to Tenant or any other party and without constituting a constructive or actual eviction, suspend or discontinue furnishing or rendering to Tenant any property, material, labor, utilities or other service, whether Landlord is obligated to furnish or render the same, so long as Tenant is in default under this Lease Agreement.
 - E. Pursue such other remedies available at law or equity.
- Landlord's pursuit of any remedy or remedies does not preclude pursuit of any other remedy or remedies provided in this Lease or any other remedy or remedies provided by law or in equity.

ARTICLE XV – SUBORDINATION

Upon written request of Landlord, Tenant will subordinate this Lease Agreement to the lien of any present or future institutional mortgage upon Leased Premises irrespective of the time of execution or recording of any such mortgage. As a condition to such subordination, the mortgage holder and Tenant will enter a written and recorded agreement stating that in the event of foreclosure or other action taken under the mortgage, Tenant's rights and responsibilities under this Lease Agreement will continue in full force and effect.

ARTICLE XVI - WAIVERS AND DISPUTES

Section 1. Holding Over. If Tenant, or anyone claiming under Tenant, occupancies of Leased Premises after the expiration this Lease Agreement without any agreement in writing between Landlord and Tenant, such occupancy will not extend or renew the term of this Lease Agreement. Such occupancy will continue month-to-month at will upon the terms of this Lease Agreement.

Section 2. Waivers. Either party's failure to complain of any act or omission on the part of the other party, no matter how long the same has continued, is not a waiver of rights by said party.

Any express or implied waiver of a provision of this Lease Agreement will apply to that that provision only and for an agreed timeframe. If any action by either party requires the consent or approval of the other party, the other party's consent to or approval of such action on any one occasion is not deemed consent to or approval of said action on any subsequent occasion.

Upon any breach of this Lease Agreement, all rights and remedies either party has under this Lease Agreement or by operation of law, either at law or in equity, will be distinct, separate and cumulative: will not be deemed inconsistent with each other and will not deemed to be at exclusion of any other. Any or all such rights and remedies may be exercised at the same time.

Section 3. Notices. All notices required in this Lease Agreement must be in writing and mailed by certified mail, return receipt requested, postage prepaid to the addresses listed above. Such notice will be deemed to have been given when received by the other party.

ARTICLE XVII - PROPERTY DAMAGE

Section 1. Loss and Damage. Unless otherwise stated in this Lease Agreement, Landlord shall not be responsible for any loss of or damage to Tenant's property or that of others on Leased Premises, except where caused by the willful act, omission or negligence of Landlord, subject to the Oklahoma Governmental Tort Claims Act.

Section 2. Force Majeure. Neither party will be liable or responsible to the other party, or be deemed to have breached this Lease Agreement, for any failure or delay in fulfilling or

performing any term of this Lease Agreement (except for any obligations to make previously owed payments to the other Party) when and to the extent such failure or delay is caused by or results from acts beyond the party's reasonable control. This includes the following, without limitation, force majeure events: acts of God; flood, fire, earthquake or explosion; war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; government order or law; actions, embargoes or blockades in effect on or after the date of this Lease Agreement; action by any governmental authority; national or regional emergency; strikes, labor stoppages or slowdowns or other industrial disturbances; epidemic, pandemic or similar influenza or bacterial infection (as defined by the United States Center for Disease Control); emergency state; shortage of adequate medical supplies and equipment; shortage of power or transportation facilities and other similar events beyond the reasonable control of the party.

ARTICLE XVIII - MISCELLANEOUS

Section 1. Invalidity of Particular Provision. If any term or provision of this Lease Agreement is deemed invalid or unenforceable, the remainder of this Lease agreement remains valid and enforceable. If any such term or provision is deemed invalid or unenforceable for only certain parties or persons, then such term or provision remains valid and enforceable for other, unaffected parties or persons.

Section 2. Captions and Definitions of Parties. The captions of the sections of this Lease Agreement are for convenience only and do not in any way limit or amplify the terms and provisions of this Lease Agreement.

The word "Landlord" and its associated pronouns mean, where the context so admits or requires, the persons, firm or corporation named as Landlord or the mortgagee in possession of the land and buildings comprising Leased Premises. Any pronoun shall be read in the singular or plural and in such gender as the context may require. If there is more than one Landlord, the covenants of Landlord shall be the joint and several obligations of each of them, and if Landlord is a partnership, the covenants of Landlord shall be the joint and several obligations of each of the partners and the obligations of the firm.

Except as otherwise provided in this Lease Agreement, the terms and provisions of this Lease Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns.

This Lease Agreement does not create any relationship, partnership or joint venture between the parties. The only relationship between the parties is that of Landlord and Tenant.

Section 3. Brokerage. No party has acted as, by or through a broker in the effectuation of this Lease Agreement.

Section 4. Entire Agreement. This instrument contains the entire and only agreement between the parties and no oral statements, representations or prior written matter not contained in this instrument will have any force or effect.

Section 5. Governing Law. All matters pertaining to this Lease Agreement (including its interpretation, application, validity, performance and breach) are governed by, construed and enforced in accordance with the laws of the State of Oklahoma with venue in the courts in Tulsa County, State of Oklahoma.

Section 6. Extraordinary remedies. To the available legal extent, in the event of a breach and in addition to any remedies available, the parties may obtain injunctive relief regardless of whether the injured party can demonstrate that no adequate remedy exists at law.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement the day and year last written below.

Signed in the presence of:

LANDLORD

Date

TENANT

Date

WITNESS

Date

EXHIBIT A
DESCRIPTION OF LEASED PREMISES

Tenant is leasing the Gym building on the following described real property all improvements thereon:

A tract of land in the Northeast Quarter (NE¼) of Section Twenty-five (25), Township Eighteen (18) North, Range Twelve (12) East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the U.S. Government Survey thereof, being more particularly described as follows, to-wit:

COMMENCING at the Northeast Corner of said Section 25; THENCE South 01°04'28" East a distance of 2649.28 feet along the East boundary of said Section 25 to the East Quarter Corner of said Section 25; THENCE South 88°43'34" West a distance of 50.00 feet along the South boundary of the NE¼ of said Section 25 to the POINT OF BEGINNING; THENCE South 88°43'34" West a distance of 404.64 feet; THENCE North 01°06'49" East a distance of 135.81 feet; THENCE North 52°39'25" West a distance of 279.68 feet; THENCE North 50°05'37" West a distance of 316.10 feet; THENCE North 59°27'34" West a distance of 502.63 feet; THENCE North 54°28'45" West a distance of 204.03 feet; THENCE North 43°53'48" West a distance of 213.70 feet; THENCE North 57°22'06" West a distance of 228.81 feet; THENCE North 70°21'40" West a distance of 180.90 feet; THENCE North 84°54'43" West a distance of 195.06 feet to the point on the South Right-of-Way line of the Creek Turnpike; THENCE along the South Right-of-Way line of Creek Turnpike North 55°25'00" East a distance of 0.00 feet to a point on a curve; THENCE on a curve to the right having a radius of 5499.58 feet a distance of 191.97 feet; THENCE North 46°48'47" East a distance of 190.90 feet; THENCE North 60°11'07" East a distance of 130.49 feet; THENCE South 51°36'04" East a distance of 124.53 feet to a point on a curve; THENCE on a curve to the left having a radius of 2721.35 feet, a distance of 1598.97 feet to a point of tangency; THENCE South 84°25'26" East a distance of 171.31 feet; THENCE leaving the South Right-of-Way line of the Creek Turnpike South 04°30'32" East a distance of 813.90 feet; THENCE South 01°04'28" East a distance of 49.25 feet to the POINT OF BEGINNING.

Which has a street address as follows: 10596 S. Elm Street, Jenks, OK 74037

EXHIBIT B
AERIAL PHOTOGRAPH OF 10596 S. ELM STREET AND ITS BUILDINGS



EXHIBIT C
FURNISHINGS AND EQUIPMENT OWNED BY CITY IN GYM BUILDING

GYM FITNESS AREA

Fridgidare Stackable Washer and Dryer	1
Plastic Black Shelves (3 Tall)	1
Mop Bucket	1
Gym Floor Broom	1
Sweeper Bissell (May be Chambers)	1
Power Cords	3
Dyson V8 Motherhead Wall Mount Sweeper?	1
Elite Defender (Game Mesh Equipment)	1
Sklz D-Man (Game Mesh Equipment)	1
Basket of small cones, balls, etc	1
Metal Stationary Basket Ball Holder Shelving	2
Basket Balls	61
Dodge Ball	1
Soccer Ball	3
Mesh Ball Bag	1
Woven Basket for Wall Unit	8
Ozarka Water Dispenser	1
Trash Cans (3 Metal, 1 large plastic flip lid)	4
Wall Clock (Large Silver Edge White Face)	1
Small Bathroom Seat	1
Misc Purple Towels	10?
Big Cone Hoops King	6
Large Ceiling Pull Out Netting	1
Small Ceiling Pull Out Netting	1
OKPWP Folding Chairs	20
No Shoes on Gym Floor Signs	3
TV Screen (Large and Small in Workout Equipment Area)	2
Wall Mount Speakers	10
Step Not Square Pad	1
Wall Mount Basketball Goal	1
Large Portabel Basketball Goal	1
Mounted Score Board	1
OKPWP Shoot Away The Gun	1
Portable Basket Ball Holder for 18 Balls	1
Total Gym Elevate Jump Machine	1
Protective Gym Floor Square Mats (Approximate count stacked)	112
Wire Shelves	2

Misc Games Bags and SKLZ Accessories	?
Kobalt Small Tool Box	1
Plastic Collapsible Tables	2
Shark Stencil	1
Plastic Rectangle Covered Padded Bench Tops ?	4
Small Cork Bulletin Board	1

COMPUTER CONTROL CLOSET AND MATCHING CLOSET

Mirror	1
Computer (Misc see Kerry)	?
Pergo Flooring Misc Boxes with Base Insulation Piece	?
Misc Floor Tiles	?

UPSTAIRS GAME ROOM

Small Round Gaming Stools	2
Artic Wing Air Hockey Table and Accessories	1
Arcade Classic Limited Onyz Edition Game	1
Tornado Table Soccer - Foosball with Accessories	1
BA Pool Table and Accessories (Balls 4 Cue Sticks Rack)	1
Skee-ball Table Legacy Grand and Accessories	1
GTGolf Seat	1
Low Wall Unit Under TVs (Four Door and Two Door Unit)	2
Modular Sectional (Brown Leather Look)	1
Wicker Coffee Table	1
Sony TVs (Large)	3
Yamaha Sound Bars	3
Play Station X with 3 Games	1
TV Control Box	1
TV DVD Units	2

OFFICE AREA

Rolling Office Desk Chairs	17
Antler Chandelier	1
Black Wall Clock	1
Entry Table Black	1
Silver Ball Small Lamp	1
Black Jar	1
Sony TVs (Large)	1
Yamaha Sound Bars	1
Metal and Wood Bar with Kitchenaid Frig/Ice/Dishwasher	1
Microwave	1
End Table (Wood Slats)	1
Wood Cream and Brown Leather? Bucket Chairs	2

Brown Leather? Small Couch	1
Wood Coffee Table (Antique with wheels)	1
Basket with 3 Decorative Balls	1
Large Floor Vase (Square Pattern)	1
Horse Picture	1
Bar Stools	4
Cream Leather? Couch with Brown Stripe and Matching Pillow	1
Wood Small Spool Table and Two Chairs (Matches Bar Stools)	1
Conference Table Wood with Spool Legs	1
Corner Desk	1
Conference Wood Credenza	1
Large Floor Marker Board	1
Free Standing Wood Desks	2
Front Curved Metal and Wood Entry Counter	1
Sisel Rug	1
Desk Top Copier	1
Under Desk Shredder	1
Small Wall Floor Shelving with Square Openings	2
Glass Door Office Tall Thin Cabinet	1
Door Drawer File Cabinet	1

EXHIBIT D
TENANT PLANS AND SPECIFICATIONS

Reserved.



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**

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

Date: September 13, 2023

Re: **Agreement for Work on Oklahoma Turnpike Authority Property**

City staff met with the Secretary of Transportation and representatives of the Oklahoma Turnpike Authority (OTA) on July 18, 2023 to discuss various topics. One topic was requested by the Simon Premium Outlet construction team relating to aesthetics of the Turnpike property on the north side of the mall. There were three (3) items discussed, including:

- 1 – Removal of brush and trees along the fence line in order to clean up the appearance of the property along the north side of the mall property (see the attached pictures);
- 2 – Repaint the box creating access from the service road on the north and south side of the Turnpike under the turnpike (see attached pictures); and
- 3 – Installation of lighting inside the access box.

In addition, the City requested consideration for removal of the fencing on both sides of the Turnpike to allow for easier mowing, less ability for debris accumulation, and a cleaner overall appearance. OTA expressed some concern that vehicles may be able to traverse the Turnpike side slopes without having the fencing. Since City roads on both sides of the Turnpike are primarily curb and gutter, it was agreed that the fences could be eliminated.

To be consistent system-wide, OTA requested the City enter an “Agreement for Work on OTA Property” detailing responsibilities for the above items (see the attached Agreement). Although the Outlet Mall will maintain the property adjacent to their development and make improvements to the access box, the City is intended to be the liaison for this work.

Staff recommends approval of this Agreement between the Oklahoma Turnpike Authority (OTA) and the City of Jenks for the ability to work on OTA property from Elm Street east to the Arkansas River to include removing brush and trees along the fence line in the vicinity of the Simon Premium Outlet, maintaining the surface of the Access Box, installation of lighting in the Access Box, and mowing from inside the service road curb to 2 feet past the fence line to be removed by OTA.

Attachments:

- Agreement for Work on OTA Property
- Pictures of trees/brush along fence line and Access box under Turnpike



AGREEMENT FOR WORK ON OTA PROPERTY

This Agreement is entered into this _____ day of _____ 2023 by and between the Oklahoma Turnpike Authority (hereinafter referred to as the "**AUTHORITY**") and the City of Jenks (hereinafter referred to as "**CITY**"), for the following intents and purposes.

WHEREAS, the **AUTHORITY** installed a roadway box with wingwalls as part of the construction of the Creek Turnpike located between S 1st Street and Arkansas River ("Turnpike") for the purpose of creating access from the service road on the north and south side of the Turnpike (hereinafter referred to as "**ACCESS BOX**"); and

WHEREAS, **CITY** employees have a need to enter upon OTA right-of-way area, for the maintenance of **CITY** service roads along both sides of the Turnpike from S. Elm Street to the Arkansas River;

WHEREAS, the **AUTHORITY** agrees to permit access to OTA Turnpike right-of-way to **CITY** employees for the **CITY** maintenance as described herein.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the Parties hereto recite and agree as follows:

A. The **AUTHORITY** agrees to permit the **CITY** access to **AUTHORITY** Turnpike right-of-way to:

1. Mow from inside of the service road curb to 2 feet past the fence line or to the grade line of the Turnpike, whichever is lesser.
2. Maintaining the surface of the **ACCESS BOX**.
3. Painting the **ACCESS BOX** with approved design and material by the OTA.
4. Install lighting approved by the OTA and maintaining of the lighting in **ACCESS BOX**.

B. The **CITY** agrees:

1. All work on **AUTHORITY** Turnpike right-of-way shall be subject at all times to the supervision and direction of the authorized representatives of the **AUTHORITY**.
2. To repair damage caused by the above described action including replacing the top soil and measures to prevent erosion.
3. To furnish all labor, tools, and supervision necessary to complete the work covered in this agreement at **CITY**'s expense.



4. That all work will be performed in a neat and workmanlike manner using materials acceptable to the **AUTHORITY**, and that the right-of-way will be cleaned up and left in a presentable condition upon completion of the work described herein.
5. **CITY** will fully protect the traffic on the Turnpike during construction covered hereunder, and to hold harmless the **AUTHORITY**, its officers, and employees from all damages, expenses, claims, or liability arising out of any alleged damages of any nature, to any persons or property due to construction, performance, or non-performance of the work described herein.
6. Access to Turnpike right-of-way shall be obtained via public service road and not from the Turnpike.
7. Failure to comply with any or all terms as set out above will nullify this agreement.

IN WITNESS WHEREOF, the Parties hereto set their hand and seal on the date first written above.

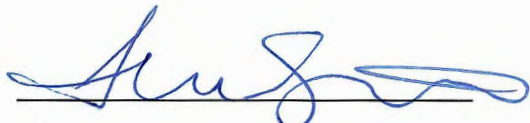
ATTEST:

City of Jenks:

City Clerk

Mayor

APPROVED as to form and legality:



City Attorney

FOR THE AUTHORITY:

APPROVED as to form and legality

OKLAHOMA TURNPIKE AUTHORITY

OTA General Council

Joe Echelle, Deputy Director

TREES/BRUSH ALONG FENCE LINE





ACCESS BOX UNDER TURNPIKE







JENKS POLICE DEPARTMENT

918-299-6311
918-556-7498 (fax)
www.jenks.com

211 N Elm ST
PO Box 2007
Jenks, OK 74037

8/23/2023- 8/29/2023

Patrol

- There were 57 traffic stops, 2 motor vehicle accidents, 2 arrest, 283 calls for service, and 34 reports taken during this reporting period.
- 5 Domestic Assault and Battery
- 3 Mental Health Call
- 3 Burglary (1st, 2nd, 3rd, residential and business)
- 5 Fraud
- 7 Vandalism- all over the downtown area, ID obtained on juveniles
- Missing adult

Detective Division

- 3 Tulsa County Affidavits
- Search Warrant assist for child pornography HSI
- 2 Subpoeas
- 4 Interviews

Training

- Resilience based peer training
- Dispatcher FTO instructor training
- Drone training with Jenks Fire Rescue

Events Attended

- Women In Business Luncheon
- Noah Jags 5k and fun run

Drone Division

Photos attached are from the new apartments at 3rd and Aquarium and Tedford rebuild

Tedford Building



Tedford Building



Tedford Building



Animal Control

Calls (per SOMS records)

At Large:	2
Animal Bite:	0
Missing:	1
Barking Dog:	1
Livestock All:	1
Trap:	0
Vicious Animal:	0
Welfare/Cruelty:	1
Wildlife:	3
Assist Other Agency:	1
Dead Animal Pickup:	2
Other:	3

Beginning Shelter Population

Dogs:	13	Cats:	0	Other:	0
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Impounds

Dogs:	0	Cats:	0	Other:	0
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Return to Owner

Dogs:	0	Cats:	0	Other:	0
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Adoptions

Dogs:	1	Cats:	0	Other:	0
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Transfers

Dogs:	0	Cats:	0	Other:	0
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Euthanasia

Dogs:	0	Cats:	0	Other:	0
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Ending Shelter Population

Dogs:	12	Cats:	0	Other:	0
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Code Enforcement

5 door hangers issued.

2 Certified letters mailed to record owners.

3 cases closed.

5 properties identified for Administrative Hearing. Others may be added. Hearing was to be scheduled within a week of last report. Time extended another week for scheduling.

Cattle At-Large on Being Kept on Commercially Zoned Property

- 2830 W. 120th St. S. –Certified letter has been mailed by Code Enforcement for immediate removal of the cattle from the property. Also, 8 citations were mailed via Certified mail to the record owner for Animals At-Large.

Tall Grass and Weeds

- 2746 E. 140th Pl. – Reports of tall grass and weeds from neighborhood. Gave property owner a door hanger to clean up the property.





- 421 W. Main St. – Tall grass and weeds and tree debris. Door hanger issued.



- 11210 S. Ash St. – Report of tall grass and weeds. Door hanger issued.



- 1401 W. 121st St. – Report of tall grass and weeds. Certified letter to be mailed to record owner.



- 121st St. and Quanah Ave. (Unplatted) – Report of tall grass and weeds. Certified letter to be mailed to record owner.





Trash and Debris

- 1509 W. 117th St. – Deep freezer still on front sidewalk. Door hanger was issued on August 2. Certified letter to be mailed to record owner.



- 1222 W. 118th St. – Report of deep freezer in front yard. Door hanger issued.



- 267 Fox Run Cir. – Discarded furniture on curb. Door hanger issued.



*****ATTENTION RESIDENTS*****



Hello, We are Vance Brothers, Inc

If you are receiving this notice, you may already be aware that your road has been included in City of Jenks annual Pavement Preservation Program. This program includes the application of an asphalt treatment called Micro Surfacing. It is designed to provide condition improvement and more importantly, life extension of the pavement. Micro Surfacing is wet when first applied and driving in it will result in damage to the material that will require repair.

THIS PRODUCT DRIES RELATIVELY QUICKLY AND WILL BE ABLE TO SUPPORT TRAFFIC WITHIN A COUPLE OF HOURS. WE WILL NOTIFY THOSE EFFECTED BY THE WORK TAKING PLACE ON THE DATE BELOW, IN PERSON THE MORNING OF SAID DATE.

With your cooperation, it will be possible to complete this work quickly and with a minimum of inconvenience to you.

FOR ANY QUESTIONS, PLEASE CONTACT OUR REPRESENTATIVE LISTED BELOW.



Please turn off all yard sprinkler systems



The goal behind this pavement preservation approach is to improve the condition of the existing pavement and extend the pavements life. This preservation approach will save the taxpayers money as it will eliminate the need for costly rehabilitative costs and will reduce the exposure to lengthy construction delays. **If for any reason your road is not completed as scheduled** due to weather or breakdown, **it will be re-scheduled for the following day.**

Micro Surfacing will be applied on your street

Day _____

Date _____

Contractor Contact:

Scott Harrawood 501-749-7840

Bryan Fischer 501-231-5661

ALL CURBSIDE PARKING WILL BE PROHIBITED IN THIS AREA ON THE ABOVE REFERENCED DATE.

Thank You!