

AGENDA - UPDATED
JENKS CITY COUNCIL
TUESDAY, SEPTEMBER 15, 2026, 6:00 PM
JENKS CITY HALL, 211 NORTH ELM

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

CALL TO ORDER

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

ANIMAL WELFARE SPOTLIGHT

PROCLAMATION

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 01, 2026.
 - B. Monthly Reports
 - C. Approve Plat 26-26 - a Preliminary Plat for Coal Creek Village. General Location: 121st & HWY 75.
2. Consideration and appropriate action relating to items removed from the Consent Agenda
3. Ordinance 1695, relating to JZ 26-705, rezoning land from AG (Agriculture) to RS-1 (Single-Family Residential), repealing all ordinances or parts thereof in conflict herewith, and providing for severability. General Location: 1410 W 91st St.
4. Ordinance 1696, relating to JZ 26-706, rezoning land from RE (Residential Estate) to AG (Agriculture), repealing all ordinances or parts thereof in conflict herewith, and providing for severability. General Location: 205 E 116th St.
5. Accept the FY 24-25 Audit report prepared by Hinkle & Company.
6. Resolution 906, a Resolution approving and authorizing the execution of the sublease by and among the City of Jenks and SE 244 S. Gateway (Jenks), DST, a Delaware Statutory Trust, and Gateway First Bank, an Oklahoma State-Chartered Bank for the City to sublease office space; authorizing the City Manager and City Attorney to negotiate additional details and amendments; authorizing the City Manager to execute agreement and related documents; and containing other provisions

relating thereto.

7. Award a professional engineering contract for the Traffic Signal Design at the Intersection of West 116th Street and South Elm Street to Garver, LLC in the amount not to exceed \$180,167.00; funding for the same to be paid from the 2020 G.O. Bond Fund (Account No. 27-840-5393).

OTHER BUSINESS

1. City Manager's Report

ADJOURNMENT

**MINUTES
JENKS CITY COUNCIL
TUESDAY, SEPTEMBER 1, 2026, 6:00 PM
JENKS CITY HALL, 211 NORTH ELM**

CALL TO ORDER

The Agenda for the Jenks City Council was posted on the City's website at 2:50 PM on August 28, 2026. The meeting was called to order at 06:00 PM on the above date with Vice Mayor John Brown presiding at Jenks City Hall.

ROLL CALL

Present

Kevin Short
Matthew Emmons
Adam Abel
Craig Murray
Vice Mayor John Brown

Absent

Donna Ogez
Mayor Cory Box (arrived late at 6:08 PM)

INVOCATION

Invocation was given by Andrew Adams of Fellowship Bible Church.

PLEDGE OF ALLEGIANCE

Pledge of Allegiance was given.

ANIMAL WELFARE SPOTLIGHT

Jenks Animal Control presented an animal for adoption.

EMPLOYEE RECOGNITION

Police Chief Jackson presented lifesaving awards to Sgt Markham and MPO Martin. *Mayor Box arrived at 6:08 PM.*

PROCLAMATION

Withdrawn.

CITIZEN COMMENTS

Jenks Chamber of Commerce Board Chair Matt Blowler introduced Maggie Ragsdale as the interim President for the Jenks Chamber of Commerce, who then gave a brief comment.

BUSINESS

1. Consideration and appropriate action relating to a request for approval of the Consent Agenda. (All matters listed under "Consent" are considered by the City Council to be routine and will be enacted by one motion. Any Councilor may, however, remove an item from the Consent Agenda by request. A motion to adopt the Consent Agenda is non-debatable.)
 - A. Approve minutes of the regular meeting held on August 18, 2026.
 - B. Monthly Reports
 - C. Approve Certification of cost in the amount of \$864.70 for Code Enforcement Abatement on property owned by Wisco Investments LP at 13610 S 21st Ct, and

authorize the City Clerk to demand payment within thirty (30) days after notice to the property owner, and authorizing the filing of a lien with the Tulsa County Treasurer's office in the event of failure to pay the same.

- D. Approve Certification of cost in the amount of \$820.83 for Code Enforcement Abatement on property owned by LYG Holdings LLC at 1222 W "C" St, and authorize the City Clerk to demand payment within thirty (30) days after notice to the property owner, and authorizing the filing of a lien with the Tulsa County Treasurer's office in the event of failure to pay the same.

- E. Note in the minutes ODEQ Permit No. WL000072260545 for the construction of 513 linear feet of six (6) inch PVC potable water line and all appurtenances to serve South County Crossing Lots 1 & 2, Tulsa County, Oklahoma.

Kevin Short made a motion to approve Item 1. Adam Abel seconded the motion. A roll call vote of members was taken as follows:

Yes: Cory Box, John Brown, Matthew Emmons, Craig Murray, Adam Abel, Kevin Short

No: None

Motion Carried.

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

OTHER BUSINESS

ADJOURNMENT

Jenks City Council adjourned at 06:11 PM.



Elm Street Widening Status

(111th to 121st Street)

August 31, 2026 - September 4, 2026

Contractor: Paragon Contractors, Inc. (Tulsa, OK)

Inspection: Standard Testing + Engineering (Oklahoma City, OK)

Project Schedule:

Construction Started: January 2025

Projected Completion: February 2027

January 2025

80.7%

February 2027

Contract Time Completed

Time Remaining: 5 Months

Project Cost:

Original Bid: \$9,117,017.68

Change Orders: \$51,514.14

Total: \$9,168,531.82

Billed To Date: \$4,663,842.05

\$0.00

50.9%

\$9,168,531.82

Contract Cost Completed

Cost Remaining: \$4,504,689.77

Work Completed Between August 31, 2026 - September 4, 2026

- Set forms for the curb and gutter at Island #2 in front of First Baptist Church.
- Placed concrete for curb and gutter of First Baptist Church entrance median.
- Completed fine grading of the widening on the east side of Elm Street from First Baptist Church to 120th. Densities were taken to verify compliance within compaction and moisture content specifications.
- Begin installation of stormwater infrastructure from 112th to the south on the east side of Elm Street.
- Continued work on Waterline A for bacteria testing and pressure testing. This work included the flushing of Waterline A for tests which are required for QA/QC prior to placing the line into service.
- Continued placement of hoods and grates on storm structures south of 116th to 120th on the east side of Elm Street. Hoods and grates were set to final grade for future placement of curb and gutter.
- Placed concrete for curb and gutter at Island #2 in front of First Baptist Church.
- Placed concrete sidewalk south of The Goddard School.
- Monitoring of traffic lights at 111th and 121st to verify timing and any necessary adjustments to accommodate the volume of traffic during peak hours.

August 31, 2026 - September 4, 2026 Construction Images:



- Concrete placement of curb and gutter at Island #2 in front of First Baptist Church. The completed curb and gutter was visually inspected for alignment, grade, and finish.



- Placement of stormwater infrastructure from 112th south to the east side of Elm Street.

August 31, 2026 - September 4, 2026 Construction Images:

Work Expected In The Upcoming Weeks:

- Continued work on Waterline A to meet bacteria testing and pressure testing requirements.
- Continued excavation and placement of stormwater infrastructure on the east side of Elm Street from 112th south to 116th.
- Continued excavation of subgrade of the widening on the east side of Elm Street from 112th south to 116th.
- Placement of aggregate base for the widening on the east side of Elm Street from 112th south to 116th.
- Placement of curb and gutter of the east side of Elm Street from 116th south to 120th.

Expected Traffic Impacts Upcoming:

- Limited visibility through the work zone due to the placement of aggregate base for the widening.
- Possible stoppage of traffic for the entering and exiting of construction equipment.
- Continued max speed of 25mph through the work zone to accommodate the movement of equipment and working personnel.
- Periodic stoppage of traffic due to aggregate deliveries.

Register for all **City of Jenks alerts** to keep informed of construction updates and other traffic or weather conditions.

<https://www.jenks.com/374/Notify-Me>

Receive alerts by email, text, or phone call. Also access information on City of Jenks Facebook, and Instagram or NextDoor.

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Please direct all questions or concerns to the City of Jenks Project Information Request form:

[City of Jenks Project Information Request Form](#)





Elm Street Widening Status

(111th to 121st Street)

August 24, 2026 - August 28, 2026

Contractor: Paragon Contractors, Inc. (Tulsa, OK)

Inspection: Standard Engineering & Testing (Oklahoma City, OK)

Project Schedule:

Construction Started: January 2025

Projected Completion: February 2027

January 2025



February 2027

Contract Time Completed

Time Remaining: 6 Months

Project Cost:

Original Bid: \$9,117,017.68

Change Orders: \$51,514.14

Total: \$9,168,531.82

Billed To Date: \$4,456,749.69

\$0.00



\$9,168,531.82

Contract Cost Completed

Cost Remaining: \$4,711,782.13

Work Completed Between August 24, 2026 - August 28, 2026

- Continued excavation and installation of Waterline A on the eastside of Elm Street and tie-in.
- Excavated and placed aggregate for the retaining wall footing near the First Baptist Church pond.
- Started placement of storm drain inlet hoods and grates and set to grade.
- Performed flushing and two (2) bacteria tests on Waterline A. Tests are required for QA/QC prior to place in the line into service.
- Excavated and placed water service to Island #2 for irrigation services.

August 24, 2026 - August 28, 2026 Construction Images:



Water service and electrical service to Island #2 - Paragon excavated and installed water service for the irrigation system to Island #2. Paragon also installed the conduit for TLS to install electrical service to Island #2 at a later date.



Elm Street Eastside Widening - fine grading of the east side of Elm street and placement of storm hoods and grates. Paragon set to grade and mortared the hoods in grates in place.

August 24, 2026 - August 28, 2026 Construction Images:

Retaining Wall (Forst Baptist Church) - Paragon excavated and placed aggregate for the footing of the retaining wall. Aggregate was placed to ensure a suitable base was in place for stability of the footing.

Work Expected In The Upcoming Weeks:

- Continue placement of hoods and grates and set to grade.
- Pressure testing of Waterline A
- Forming of curb and gutter on east side of Island #2.
- Pouring of curb and gutter on east side of Island #2
- Begin installation of storm structures and lines north of 116th.

Expected Traffic Impacts Upcoming:

- Limited visibility through the work zone due to the placement of aggregate base for widening.
- Possible stoppage of traffic for the entering and exiting of construction equipment.
- Continued max speed of 25mph through the work zone to accommodate the movement of equipment and working personnel.
- Periodic stoppage of traffic due to aggregate base deliveries.

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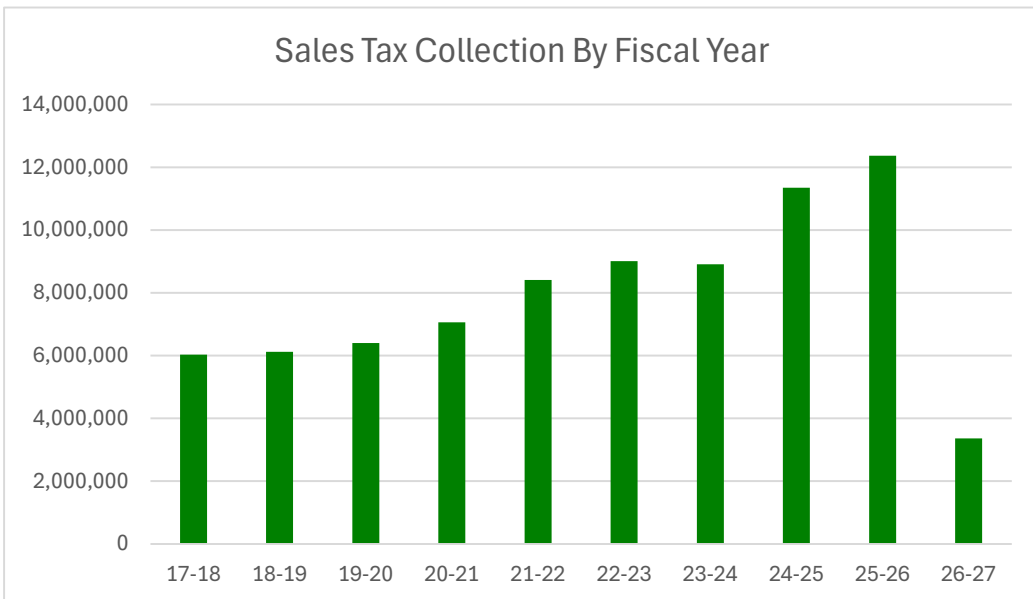
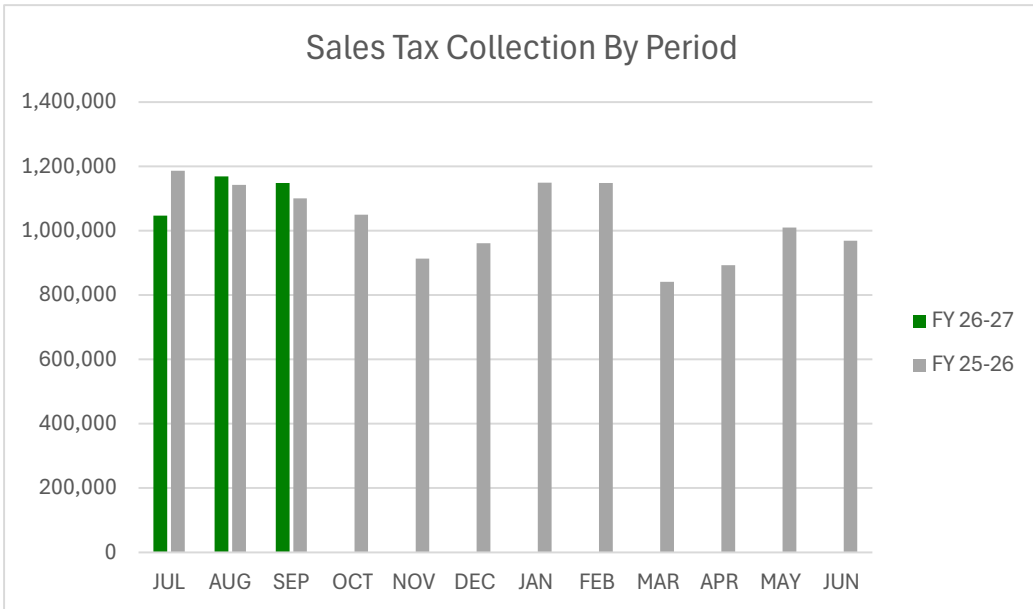




CITY OF JENKS
 211 NORTH ELM STREET • P.O. BOX 2007
 JENKS, OKLAHOMA 74037-2007
 PHONE (918) 299-5883 • FAX (918) 299-4489

I. Sales & Tobacco Tax, 2% General Fund, 1% Capital

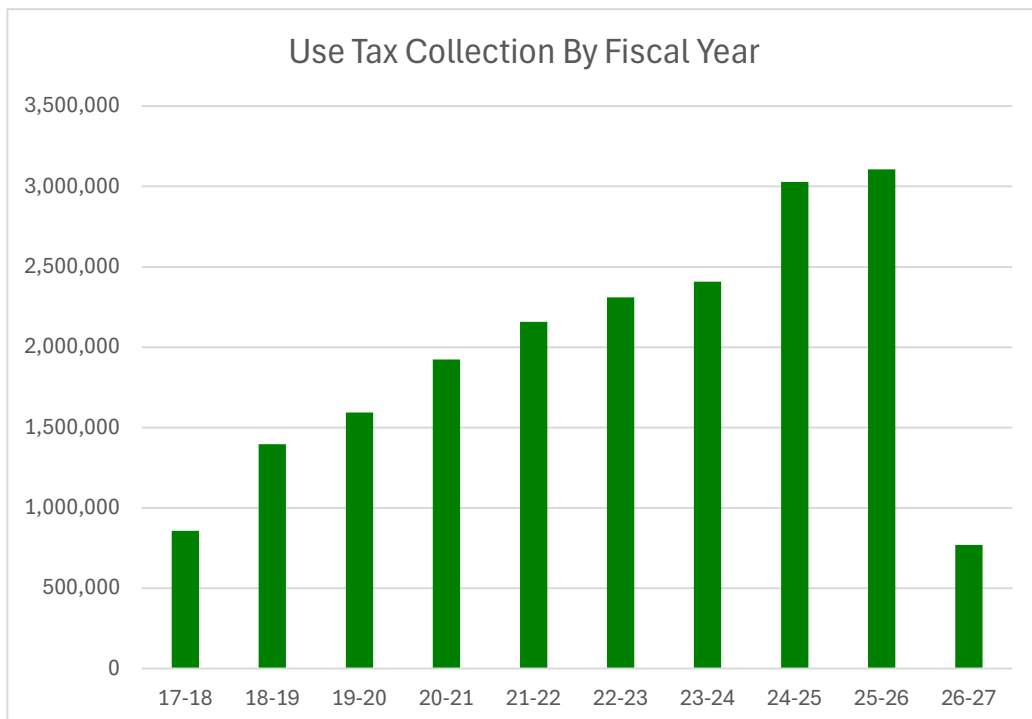
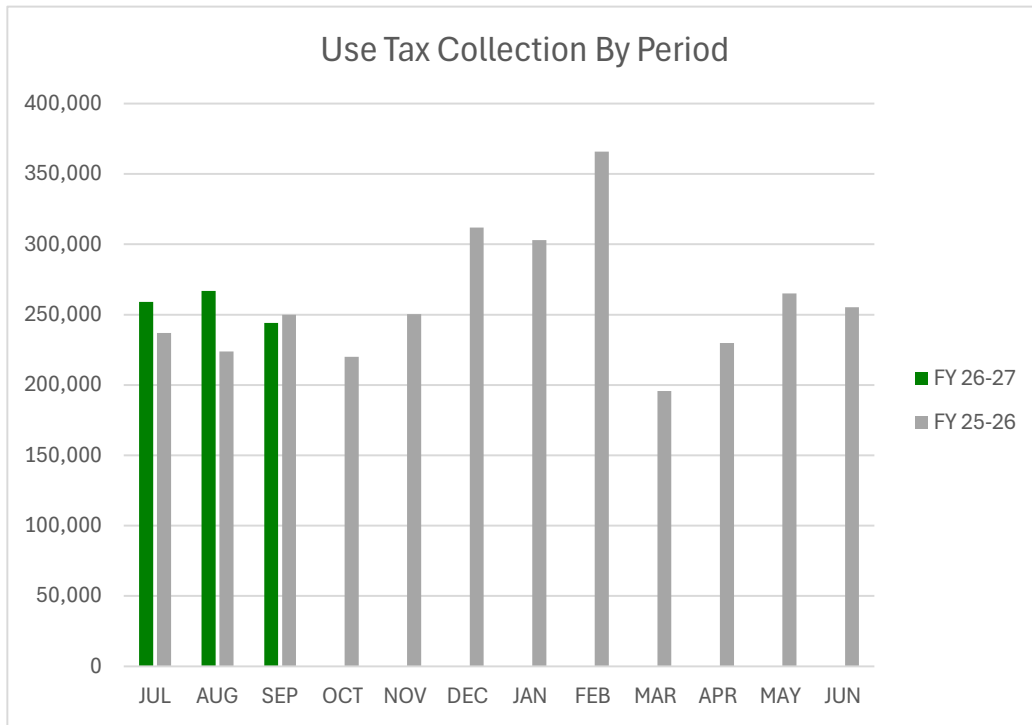
SALES & TOBACCO TAX (vs PRIOR YEAR)			
FY 26-27	FY 25-26	Difference	Percent Change
\$3,364,870	\$3,430,279	-\$65,409	-1.91%
September 2026	September 2025	Difference	Percent Change
\$1,148,097	\$1,100,663	\$47,434	4.31%



*FY 26-27 is currently reporting through three months

II. Use Tax, 2% General Fund, 1% Capital

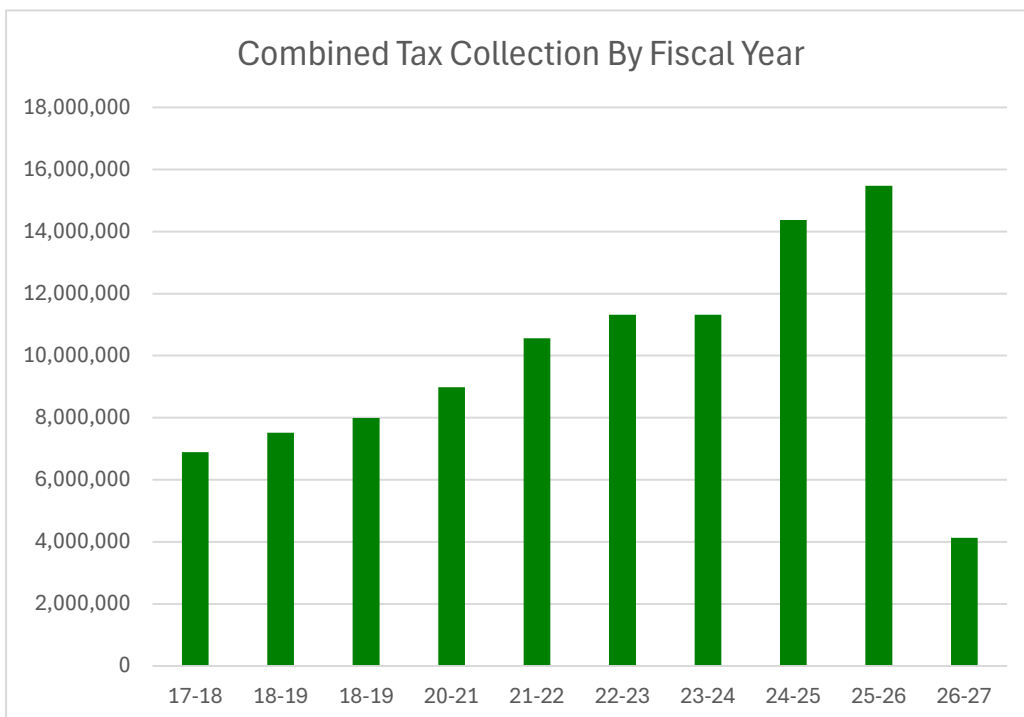
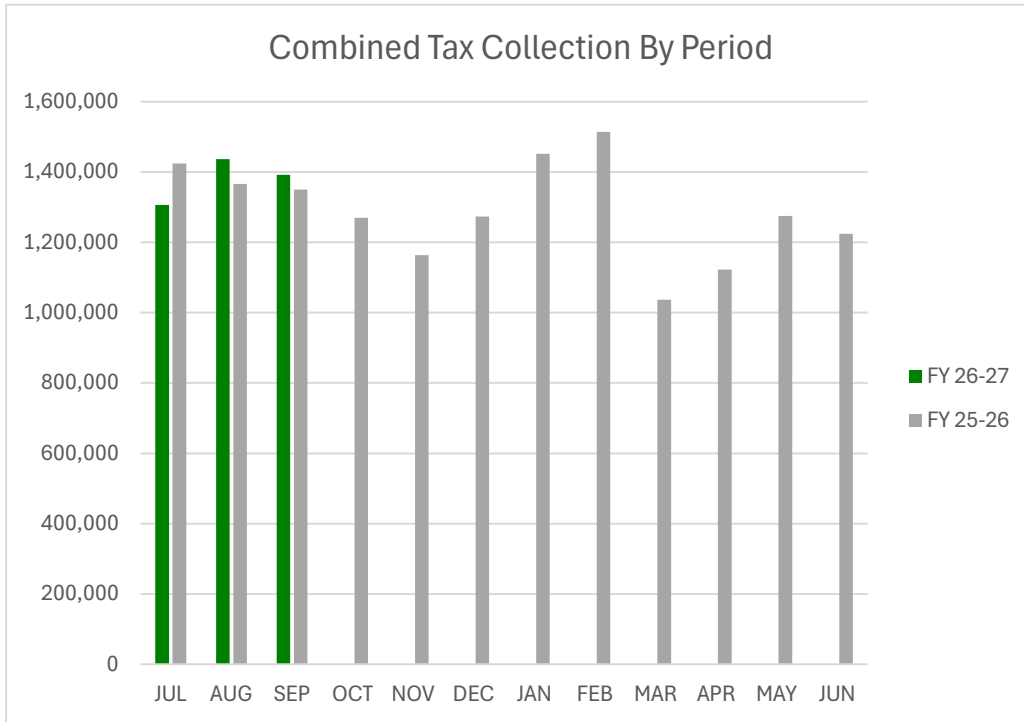
USE TAX (vs PRIOR YEAR)			
FY 26-27	FY 25-26	Difference	Percent Change
\$770,028	\$710,496	\$59,532	8.38%
September 2026	September 2025	Difference	Percent Change
\$244,066	\$249,811	-\$5,745	-2.30%



*FY 26-27 is currently reporting through three months

III. Combined Tax (Sales, Use, Tobacco) 2% General, 1% Capital

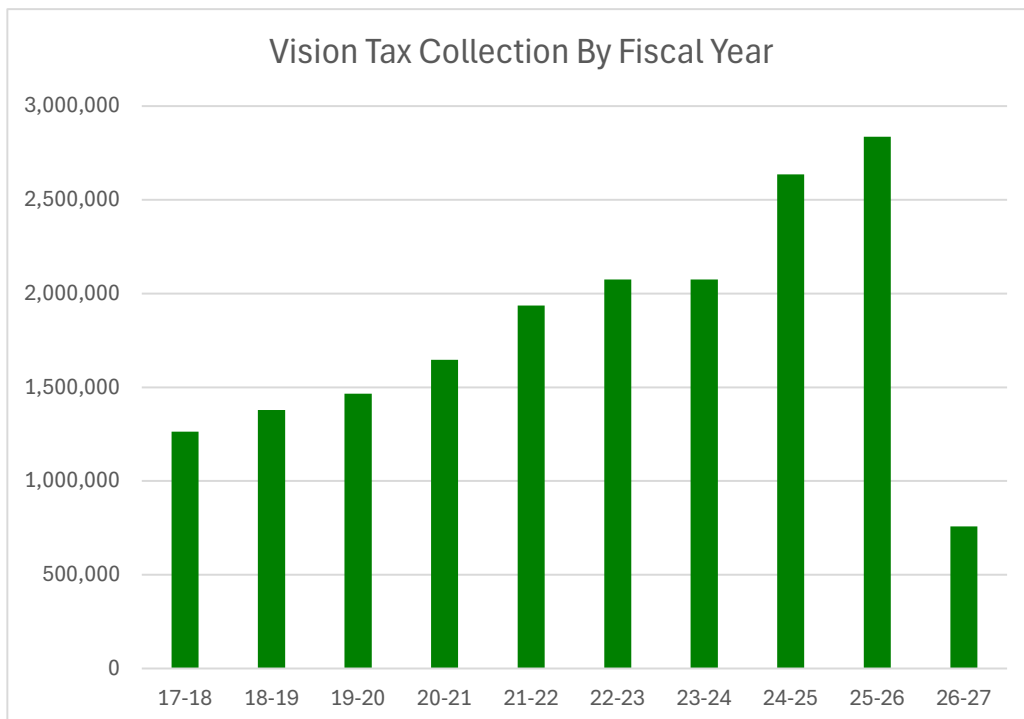
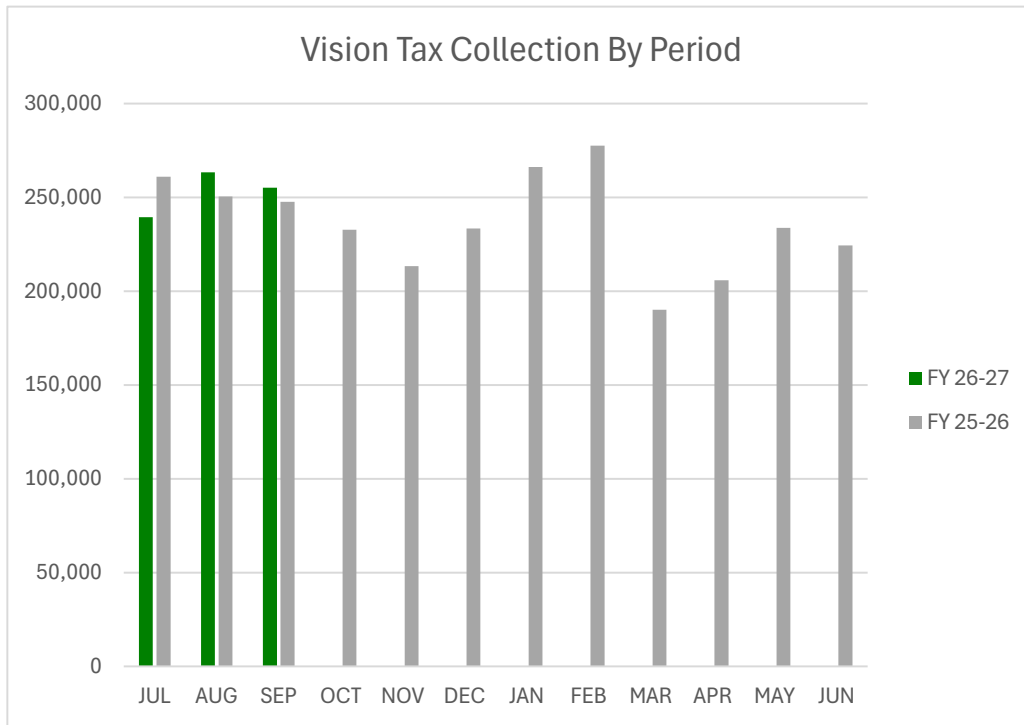
COMBINED TAX (vs PRIOR YEAR)			
FY 26-27	FY 25-26	Difference	Percent Change
\$4,134,898	\$4,140,775	-\$5,877	-0.14%
September 2026	September 2025	Difference	Percent Change
\$1,392,163	\$1,350,474	\$41,688	3.09%



*FY 26-27 is currently reporting through three months

IV. Vision Tax (0.55% of Sales, Use & Tobacco Tax)

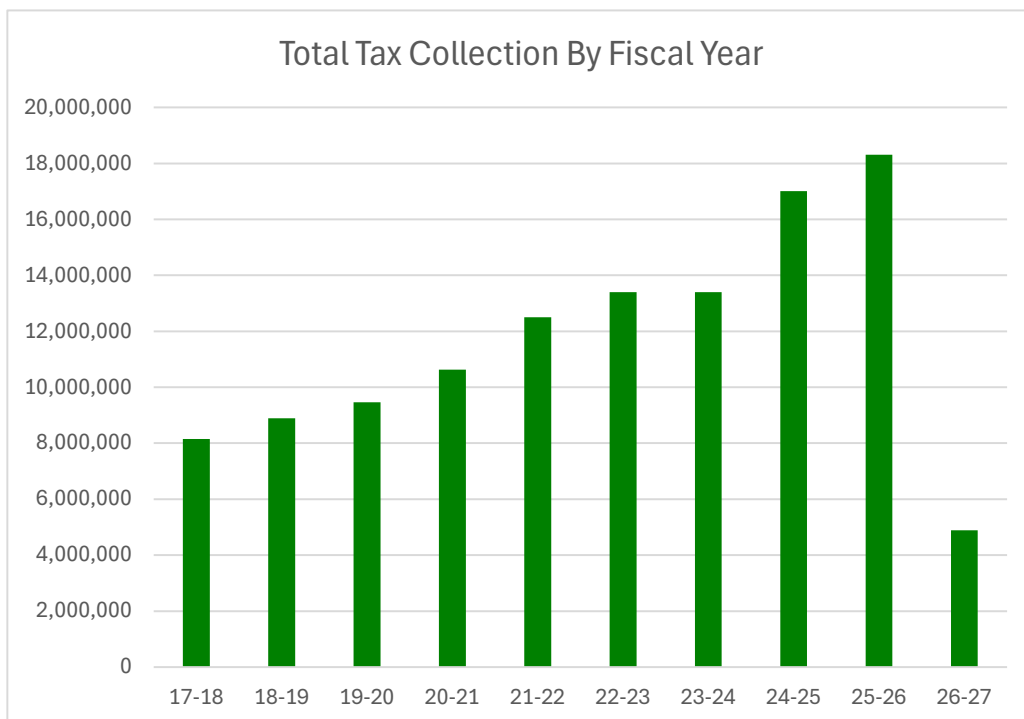
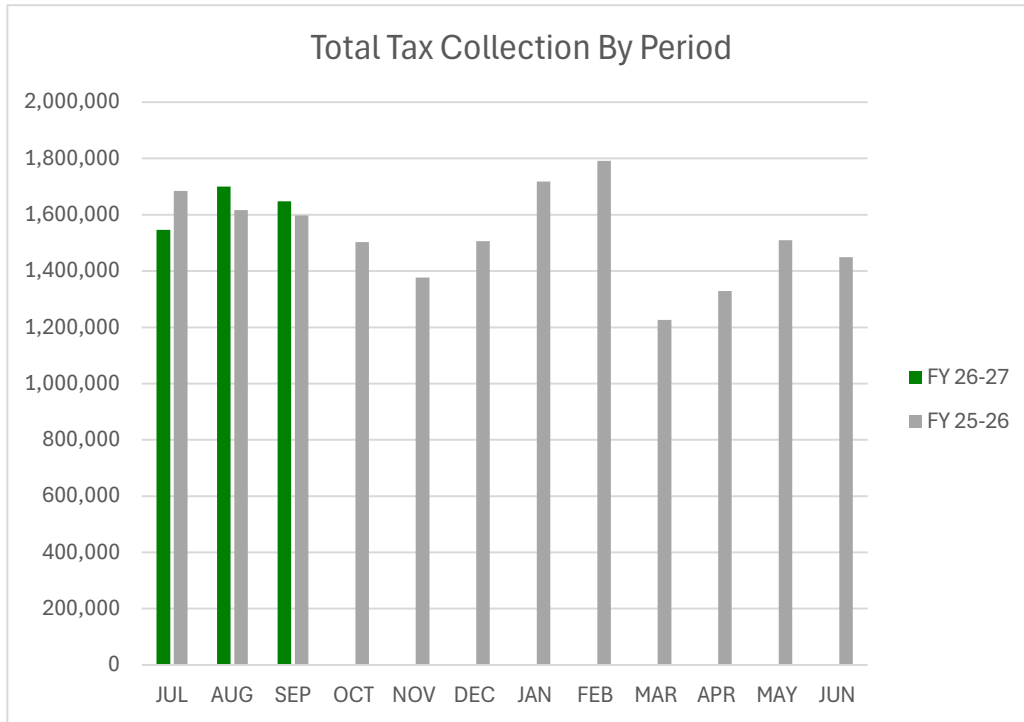
VISION TAX (vs PRIOR YEAR)			
FY 26-27	FY 25-26	Difference	Percent Change
\$758,065	\$759,142	-\$1,077	-0.14%
September 2026	September 2025	Difference	Percent Change
\$255,230	\$247,587	\$7,643	3.09%



*FY 26-27 is currently reporting through three months

V. Total Tax (Sales, Use, Tobacco and Vision)

TOTAL TAX (vs PRIOR YEAR)			
FY 26-27	FY 25-26	Difference	Percent Change
\$4,892,963	\$4,899,917	-\$6,954	-0.14%
September 2026	September 2025	Difference	Percent Change
\$1,647,393	\$1,598,061	\$49,331	3.09%



*FY 26-27 is currently reporting through three months

Jenks | City Council Staff Report



To	Mayor Box, Vice Mayor Brown, and City Council Christopher Shrout, City Manager
Hearing Date	September 15, 2026
Case	Plat 26-26 Coal Creek Village Preliminary Plat
Request	<i>Approval of Preliminary Plat Consent Agenda</i>
Location	West of Highway 75 and North of 121 st Street

Staff Report	Preparer Karl Fritschen; MH
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Attachments	Preparer
Plat Documents	Steven Cooksey PE, Kimley-Horn

Background Information

SUMMARY OF ENTITLEMENTS:

JZ 23 PUD 141 | CS (Commercial Shopping) Zoning and PUD 141 Overlay

PC SUMMARY | **Sept. 03, 2026**, *Preliminary Plat was approved on the Consent Agenda*

CC SUMMARY | **July 18, 2023**, Approved | Ordinance 1619

PC SUMMARY | **June 22, 2023**, *Approved 6-0-1 (One PC seat was vacant at the time of the hearing).*

PC SUMMARY | **May 18, 2023**, *This item was continued to the June 22, 2023 PC meeting.*

PC SUMMARY | **April 20, 2023**, *This item was continued to the May 18, 2023 PC meeting.*

STAFF COMMENTARY | The City of Jenks has received a preliminary plat for a commercial development known as Coal Creek Village. This parcel is designated as Development Area “B” within the previously approved PUD 141. The City of Jenks has been working with Sooner Development, who submitted PUD 141, for several years on a development with a mix of uses, located near the NW (northwest) corner of 121st and HWY 75, just north of the Glenpool Walmart commercial corner. This plat serves as the first phase activating the overall development concept of PUD 141, focusing on the retail component of the PUD.

OWNERSHIP DATA:

R98234823455900

Lahoma Family, LLC

Attn: Richard A. Langston, Trustee

9855 South Louisville Avenue

Tulsa, OK 74137

R98234823460480

R98234823463310

R9823482346321

R98234823463210

XIUXI OK Holdings, LLC

c/o Adam Maurer

12910 Pierce Street, Suite 110

Omaha, NE 68144

R98234823460280

City of Jenks, Oklahoma

c/o Teresa Nowlin, Esquire

211 North Elm Street

Jenks, OK 74037

R98234823449010

Brett A. Bennett & Curtis R. Bennett

c/o Brett A. Bennett

1908 W. 118th Street

Jenks, OK 74037

R98234823447110

R98234823448410

Virginia R LLC

c/o Shane Matson

1719 S. Boston Avenue

Tulsa, OK 74119

R98234823458745

Retail Bulidings, Inc.

Elaine M. Braum, President

c/o Helen Pacione, Director of Real Estate

3000 NE 63rd Street

Oklahoma City, OK 731217

R98234823460680

R98234823461880

Patricia Ann Winkle, as Trustee of

the Winkle Family Trust, dated

September 10, 2010

PLAT DATA

Request	Approval of Preliminary Plat for 63.11 Acres
General Location	West of HWY 75 and north of 121 st Street
Public Comment	None Not Advertised
Proposed Use	Commercial/Retail
Comprehensive Plan	Regional Commercial
Current Zoning	CS (Commercial Shopping) & PUD-141 (Ord. 1619)
Owner	Multiple
Address	TBD
Plat Name	Coal Creek Village
STR	Section: 34, Township: 18N, Range: 12E
Gross Acres	63.11
Blocks/Lots	Block 1, Lots 1 - 12
Reserve Areas	Five (5)
Access Points	Two (2) off E 121 st St S, four (4) off of South Union Ave.
Oil Wells	3 capped identified with 50 ft. radius
Access and Circulation	1 (one) public street, four (4) private in reserves
Signage	Comprehensive sign Plan (Exhibit C) & UDO Article 7

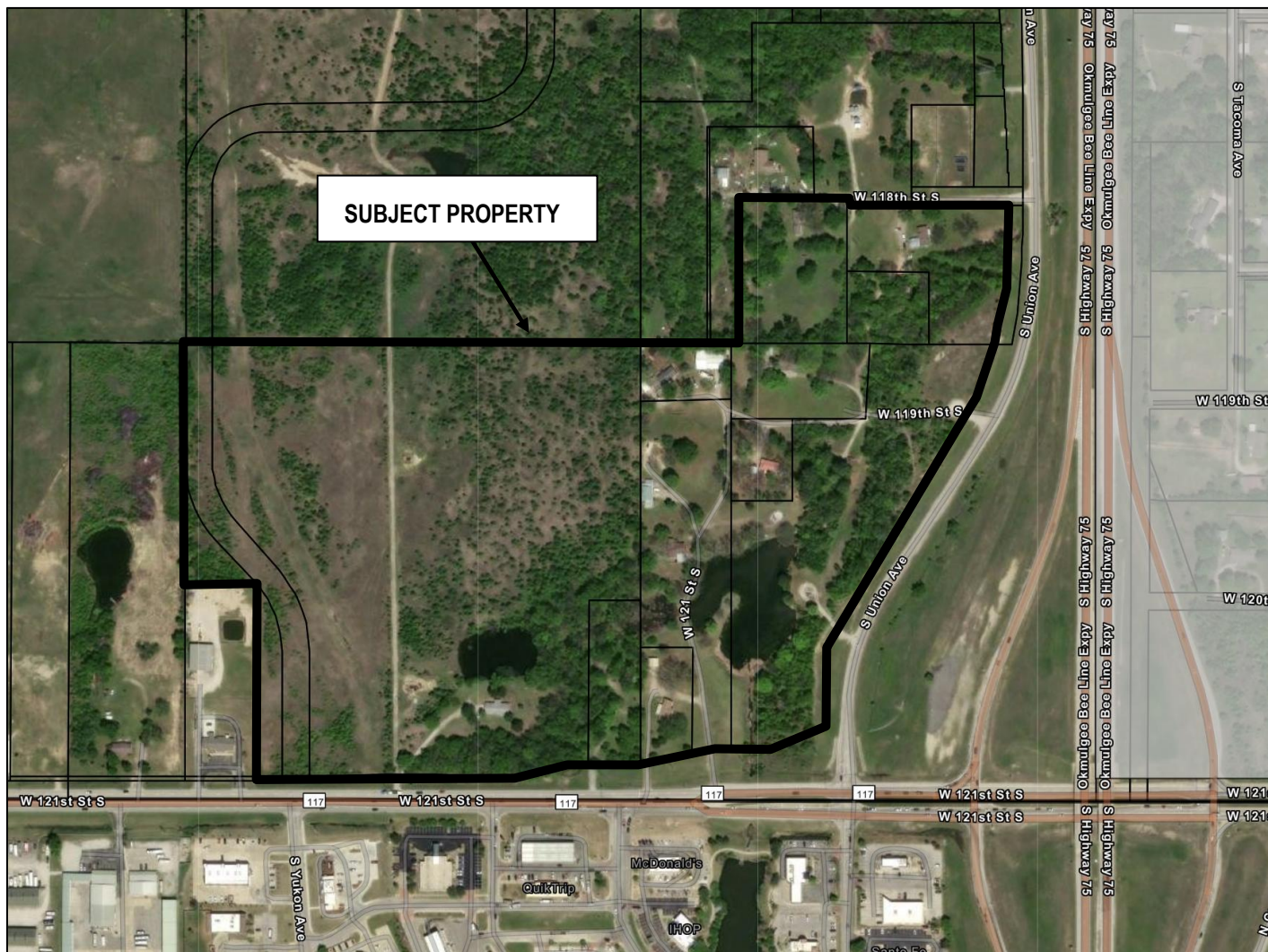


Figure 1 - Aerial Photo

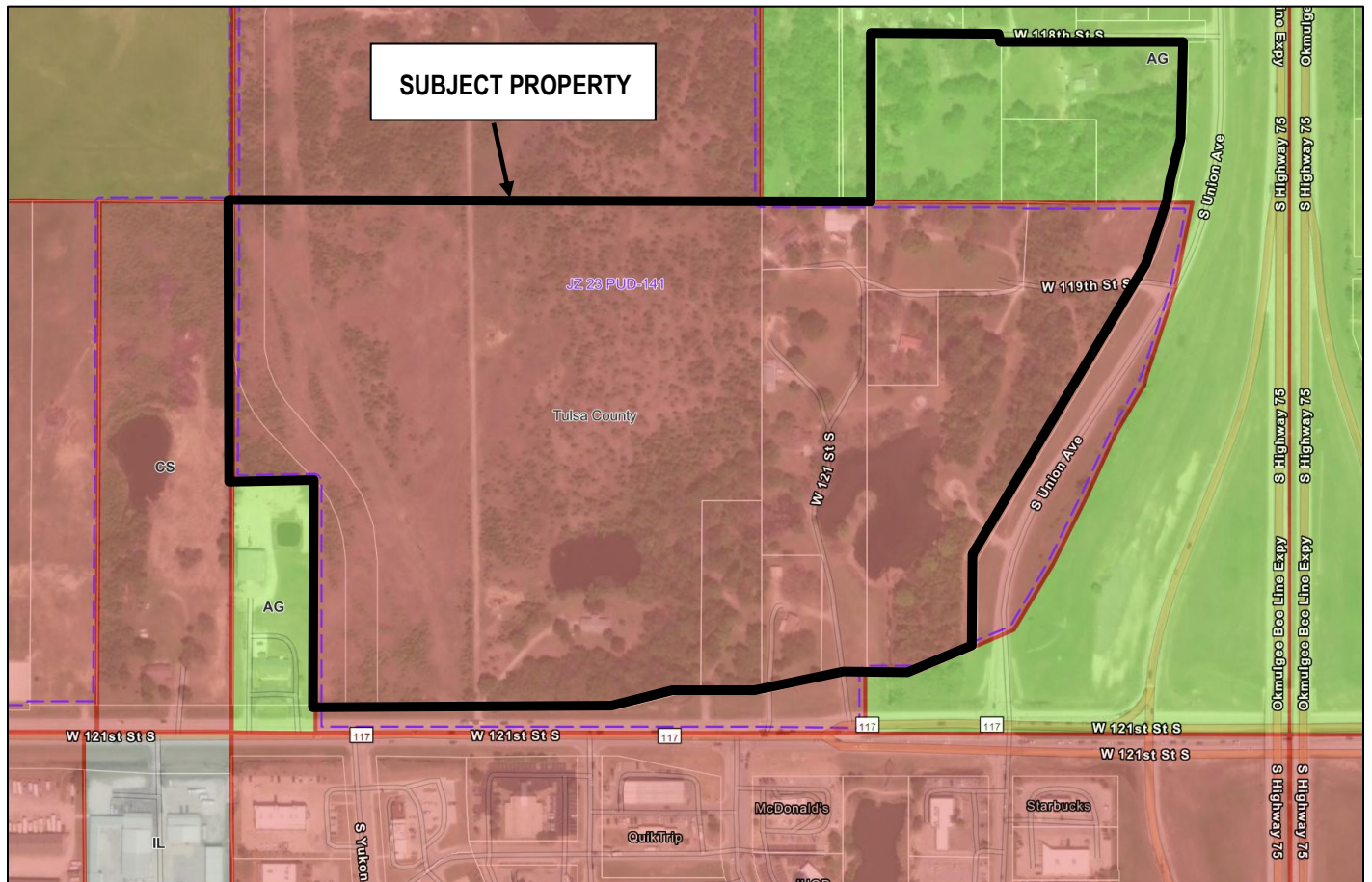


Figure 3 – Existing Zoning

Surrounding Zoning

North | PUD 97, PUD 57 & CS, CG (Commercial Shopping/General)

East | AG (Agriculture) & CS (Commercial Shopping)

South (Glenpool) | CG (Commercial General)

West | PUD 156-RM2 (Residential Multi-family)&CS (Commercial Shopping) and AG (Agriculture)

(E) Major Subdivisions.

(1) Purpose. A Major Subdivision is a subdivision which does not meet the criteria for a Minor Subdivision as detailed in section 16-8-4(D)(1).

(2) Major Subdivision Review Criteria.

(a) Comprehensive Plan Alignment. The Major Subdivision is consistent with the goals, objectives, and policies set forth in the Comprehensive Plan and other adopted plans and policy documents of the City.

(b) UDO Compliance. The Major Subdivision is consistent with the provisions of the UDO and the governing district.

(3) Platting Requirement. For any land which has been rezoned upon application, no building permit shall be issued until that portion of the tract on which the permit is sought has been included within a subdivision plat or replat, as the case may be, submitted to the Planning Commission for their review and recommendation, approved by the City Council, and filed of record in the office of the County Clerk where the property is situated.

(4) Preplatting Conference. The purpose of the preplatting conference is two-fold, as described in this subsection.

(a) The conference provides the City the opportunity to describe the community's vision to the applicant.

(b) The conference gives the applicant an opportunity to discuss their development plans, explain how the plans will further the community's vision, and obtain input and direction from staff. The Planning Commission and City Council may be involved early in the process. The ultimate goal of this process is to help the applicant develop a plan that fosters the community's vision, while minimizing the cost to the applicant.

(c) Preplatting Conference. The mandatory discussion is for following:

- ☐ Lot dimensions and area conform with UDO requirements and Comprehensive Plan,
- ☐ General topography of the tract,
- ☐ Existing adjoining developments,
- ☐ Existing streams, floodplains, and storm drainage (if any),
- ☐ Existing public and private utilities and easements,
- ☐ Proposed land use (i.e. residential, commercial, parks, schools, drainage detention facilities).
- ☐ Proposed layout of streets, lots and blocks,
- ☐ Proposed subdivision name,
- ☐ Name, address and telephone of tract landowner and subdivider,
- ☐ Any other pertinent information, including a statement or a layout describing or depicting how proposed utilities are to be handled.

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

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

- ☐ The name and address of the owner or owners of the land to be subdivided, the name and address of the subdivider if other than the owner and the name and address of the land surveyor,
- ☐ The date of preparation of the plat, north arrow, and scale (written and graphic presentation),

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

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

TAC: August 11, 2026

No significant comments to date.

- ☐ Provide a certificate of closure
- ☐ Provide a closure report if not already provided.
- ☐ Provide a letter from the Corporation Commission regarding the capped wells on this site.
- ☐ See additional comments on the attached PDF.

Staff Evaluation & Recommendation

EVALUATION

The applicant has their entitlements in place and are asking for PC and CC to approve the subdivision procedure of Preliminary Plat, which will allow the developer to continue to move forward in the development process on the subject property. PUD 141 shall govern the uses and specifics on this property.

RECOMMENDATION

Staff and TAC recommend conditional approval of this Preliminary Plat "Coal Creek Village".

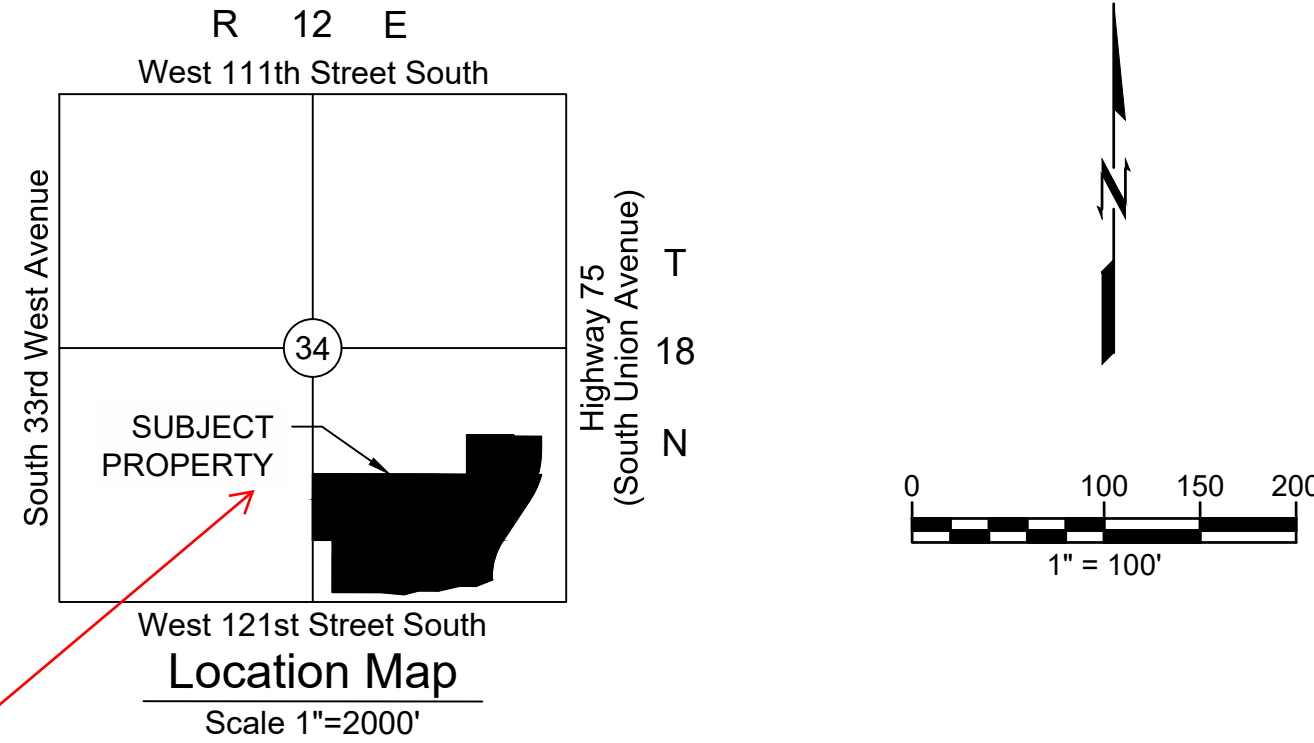
ORIG SIZE: 24"x36" PLOT: 7/3/26 \\Chouteau-Server\Root\Jobs\2540500.03 - Coal Creek Village Phase 2 - Sooner Investment\Final Drawing\Preliminary Plat 07-31-2026\2540500.03 Preliminary Plat 07-31-2026.dwg

PLACE HOLDER
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PRELIMINARY PLAT

COAL CREEK VILLAGE

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OWNER:
Lahoma Family, LLC
Attn: Richard A. Langston, Trustee
9855 South Louisville Avenue
Tulsa, OK 74137
Email: rlangston00@gmail.com

OWNER:
Patricia Ann Winkle, as Trustee of
the Winkle Family Trust, dated
September 10, 2010
c/o Justin Brown
7060 S. Yale Avenue, Suite 900
Tulsa, OK 74136
Email: justin@walmartcommercial.com

OWNER:
Retail Buildings, Inc.
Elaine M. Braum, President
c/o Helen Pacione, Director of Real Estate
3000 NE 63rd Street
Oklahoma City, OK 731217
Email: helen.pacione@braums.com

ENGINEER:
Kimley-Horn and Associates Inc.
4727 Gailardia Parkway Suite 250,
Oklahoma City, Oklahoma, 73142
Phone: (405) 241-5423
OK CA NO. 2740, EXPIRES 6/30/2027
Steven Cooksey, P.E.
Steven.Cooksey@kimley-horn.com

SURVEYOR:
Wallace Design Collective, PC
123 North Martin Luther King Jr Blvd.
Tulsa, Oklahoma, 74103
Phone: (918) 584-5858
OK CA NO. 1460, EXPIRES 6/30/2027
AARON BURNS, PLS 11923
aaron.burns@wallace.design

If there are any other
subdivisions in the
SQ mile, please
identify them.

OWNER:
XIUXI OK Holdings, LLC
c/o Adam Maurer
12910 Pierce Street, Suite 110
Omaha, NE 68144
Email: adam@lockwooddev.com

OWNER:
City of Jenks, Oklahoma
c/o Teresa Nowlin, Esquire
211 North Elm Street
Jenks, OK 74037
Email: tnowlin@jenksok.org

OWNER:
Brett A. Bennett & Curtis R. Bennett
c/o Brett A. Bennett
1908 W. 118th Street
Jenks, OK 74037

THE CITY WILL PROVIDE ADDRESSES FOR EACH OF THE
LOTS. THEY WILL NEED TO BE PLACED ON THE LOTS FOR
THE FINAL PLAT.

OWNER:
Virginia R LLC
c/o Shane Matson
1719 S. Boston Avenue
Tulsa, OK 74119

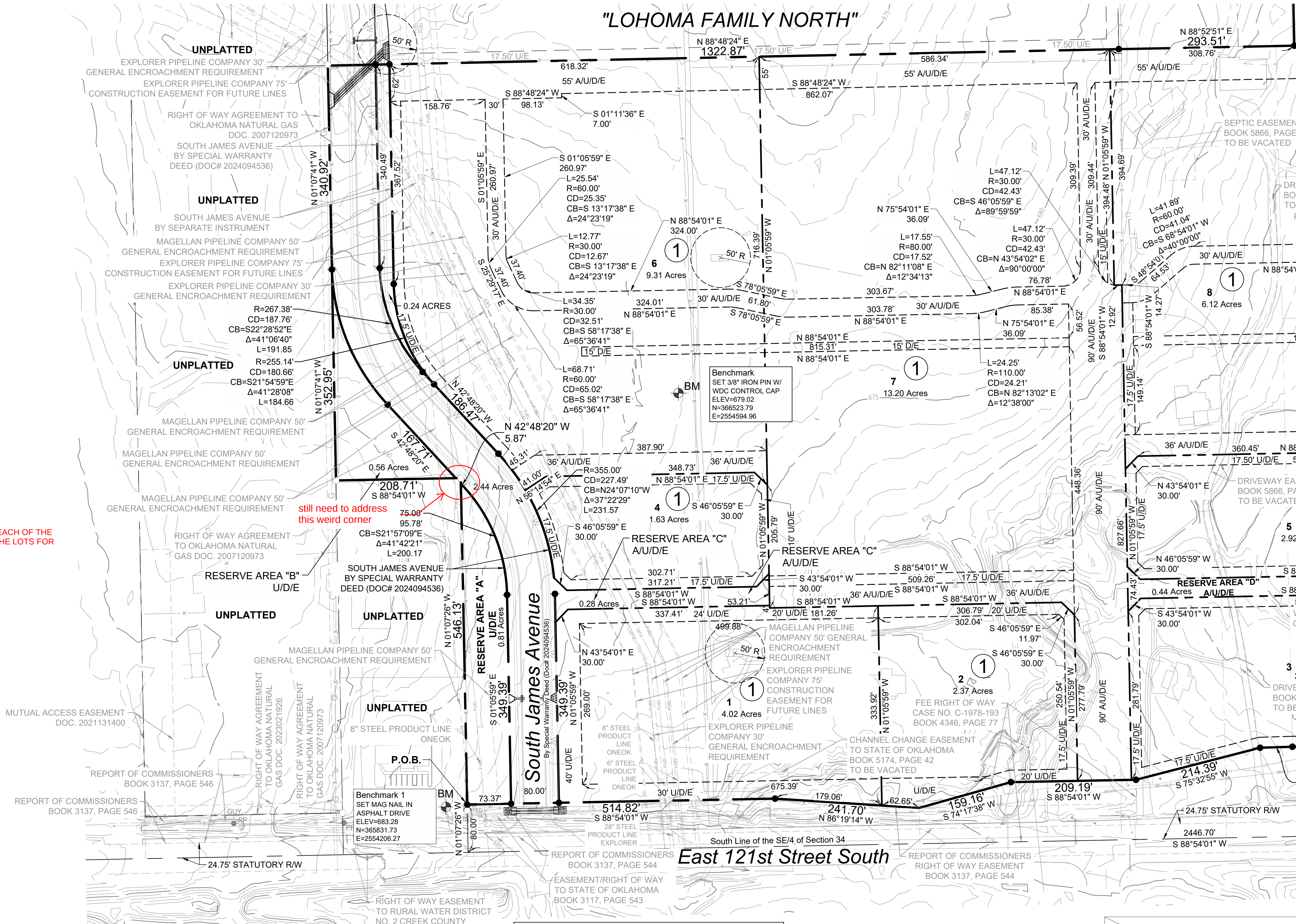
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MAYOR-VICE MAYOR

THE APPROVAL IS VOID IF THE ABOVE SIGNATURE IS
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CITY MANAGER



FLOODPLAIN NOTE
WE HAVE EXAMINED A MAP BY THE FEDERAL EMERGENCY
MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP, TULSA
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SURVEYOR'S LAST SITE VISIT:
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PLUGGED OIL WELLS/WATER OR GAS WELLS NOTE:
50' SETBACK RADIUS RECOMMENDATION FOR
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COMMISSION.

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P.O.B.	= POINT OF BEGINNING
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XXXX ADDRESS

1 BLOCK NUMBER

2 LOT NUMBER

● IRON PIN SET

○ IRON PIN FOUND

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RIGHT OF WAY CONTAINS 116,182 SF (2.67 ACRES)
PROPERTY ZONED COMMERCIAL/PUD 141

MONUMENTATION
MONUMENTATION FOUND AS NOTED.
3/8" IRON PINS TO BE SET AT ALL PROPERTY CORNERS.
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NAVD 1988 DATUM
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BENCHMARK CHISELED "X"
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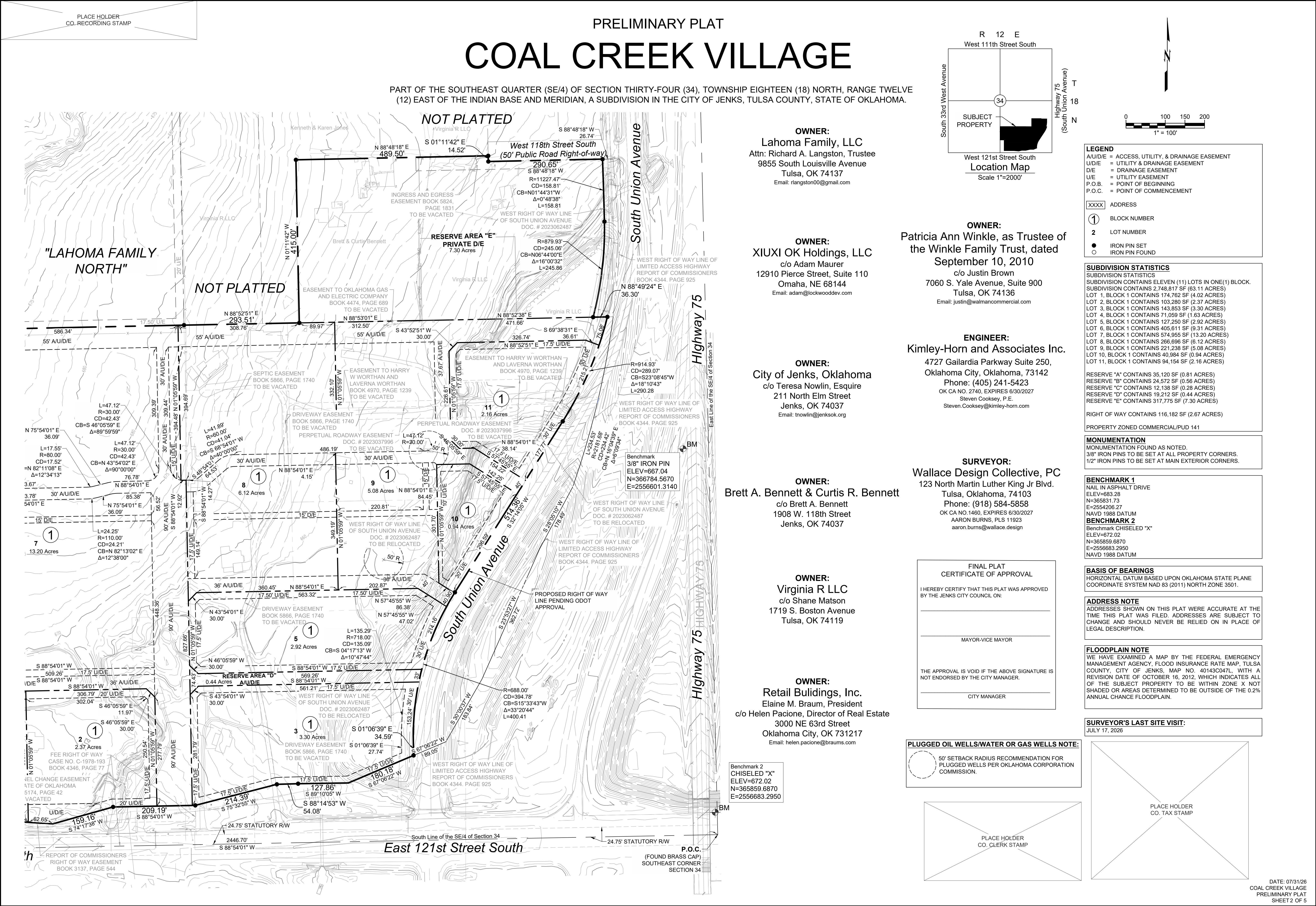
BASIS OF BEARINGS
HORIZONTAL DATUM BASED UPON OKLAHOMA STATE PLANE
COORDINATE SYSTEM NAD 83 (2011) NORTH ZONE 3501.

ADDRESS NOTE
ADDRESSES SHOWN ON THIS PLAT WERE ACCURATE AT THE
TIME THIS PLAT WAS FILED. ADDRESSES ARE SUBJECT TO
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LEGAL DESCRIPTION.

PLACE HOLDER
CO. CLERK STAMP

PLACE HOLDER
CO. TAX STAMP

\\Chouteau-Server\Root\Jobs\2540500.03 - Coal Creek Village Phase 2 - Sooner Investment\Final Drawing\Preliminary Plat 07-31-2026.dwg PLOT:7/31/26 ORIG SIZE:24"x36"



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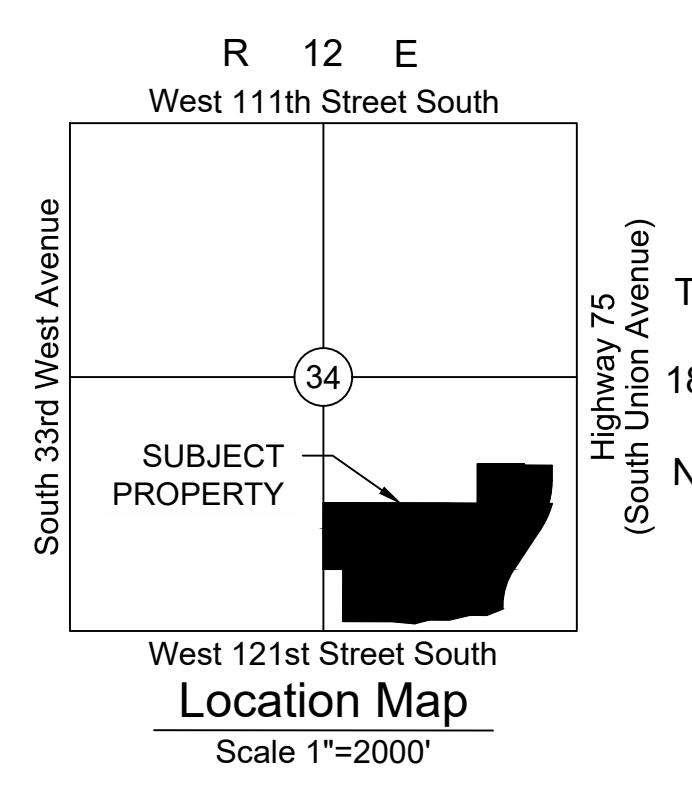
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Retail Bulidings, Inc.
Elaine M. Braum, President
c/o Helen Pacione, Director of Real Estate
3000 NE 63rd Street
Oklahoma City, OK 73127
Email: helen.pacione@braums.com

Benchmark 2
CHISELED "X"
ELEV=672.02
N=365859.6870
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OWNER:
Patricia Ann Winkle, as Trustee of the Winkle Family Trust, dated September 10, 2010
c/o Justin Brown
7060 S. Yale Avenue, Suite 900
Tulsa, OK 74136
Email: justin@walmancommercial.com

ENGINEER:
Kimley-Horn and Associates Inc.
4727 Gailardia Parkway Suite 250,
Oklahoma City, Oklahoma, 73142
Phone: (405) 241-5423
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Phone: (918) 584-5858
OK CA NO. 1460, EXPIRES 6/30/2027
AARON BURNS, PLS 11923
aaron.burns@wallace.design

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MAYOR-VICE MAYOR

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

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PLACE HOLDER
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2	LOT NUMBER

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○ IRON PIN FOUND

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FLOODPLAIN NOTE

WE HAVE EXAMINED A MAP BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP, TULSA COUNTY, CITY OF JENKS, MAP NO. 40143C047L, WITH A REVISION DATE OF OCTOBER 16, 2012, WHICH INDICATES ALL OF THE SUBJECT PROPERTY TO BE WITHIN ZONE X NOT SHADED OR AREAS DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOODPLAIN.

SURVEYOR'S LAST SITE VISIT:
JULY 17, 2026

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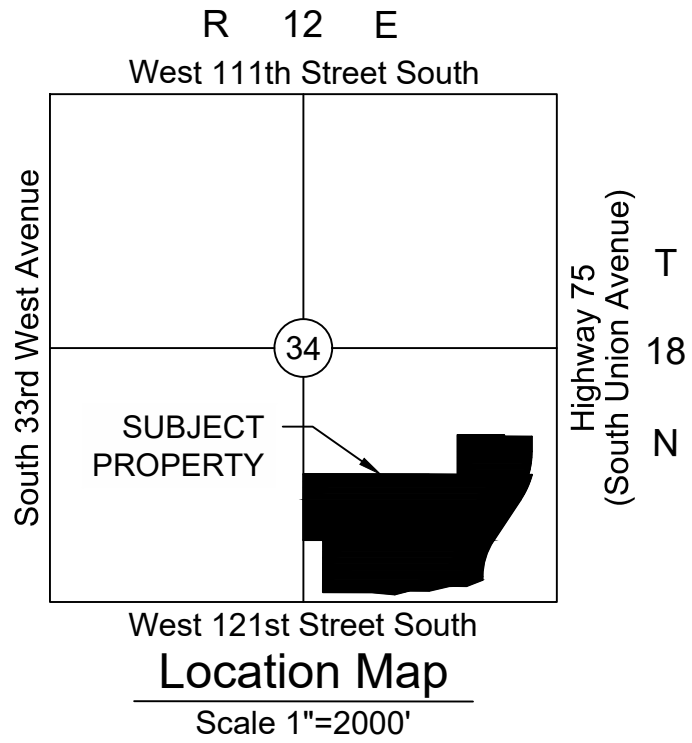
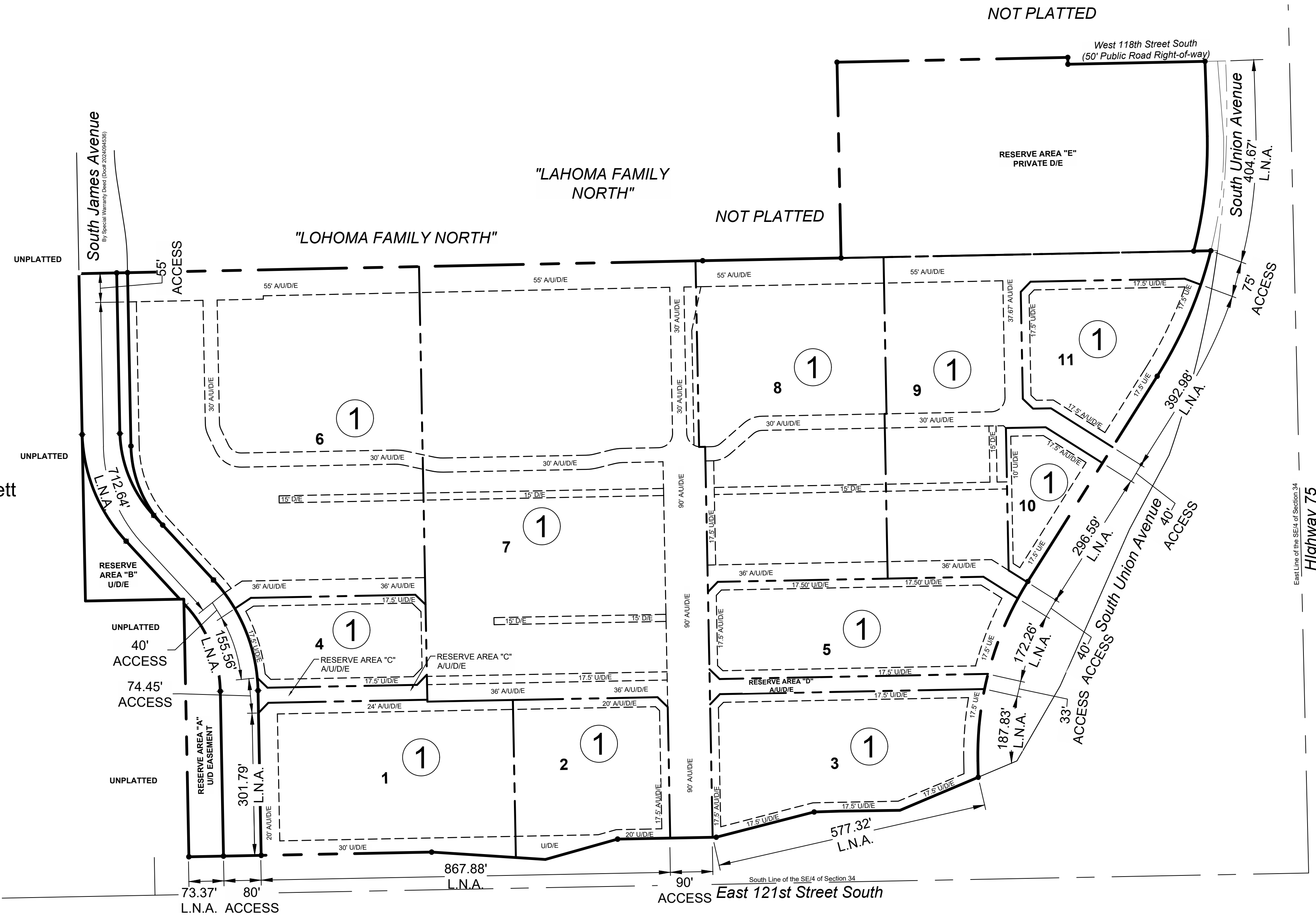
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ORIG SIZE: 24" X 36"

PLOT: 7/31/26

\\Chouteau-Server\Root\Jobs\2540500.03 - Coal Creek Village Phase 2 - Sooner Investment\Final Drawing\Preliminary Plat 07-31-2026\2540500.03 Preliminary Plat DOD 07-31-2026.dwg

PRELIMINARY PLAT

COAL CREEK VILLAGE

DEED OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

LAHOMA FAMILY, LLC, PATRICIA ANN WINKLE, AS TRUSTEE OF THE WINKLE FAMILY TRUST, DATED SEPTEMBER 10, 2010, RETAIL BUILDINGS, INC., XIUXI OK HOLDINGS, LLC, CITY OF JENKS, BRETT A. BENNETT & CURTIS R. BENNETT, AND VIRGINIA R LLC, HEREINAFTER REFERRED TO AS THE "OWNERS", ARE THE OWNERS OF THE FOLLOWING DESCRIBED LAND IN TULSA COUNTY, STATE OF OKLAHOMA, TO-WIT:

A TRACT OF LAND THAT IS PART OF THE SOUTHEAST QUARTER (SE¼) OF SECTION THIRTY-FOUR (34), TOWNSHIP EIGHTEEN (18) NORTH, RANGE TWELVE (12) EAST OF THE INDIAN BASE AND MERIDIAN, A SUBDIVISION IN THE CITY OF JENKS, TULSA COUNTY, STATE OF OKLAHOMA ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

COMMENCING AT A POINT THAT IS THE SOUTHEAST CORNER OF SAID SECTION THIRTY-FOUR (34) THENCE S88°54'01"W AND ALONG THE SOUTH LINE OF SAID SECTION THIRTY-FOUR (34) FOR A DISTANCE OF 2446.70 FEET; THENCE N01°07'26"W FOR A DISTANCE OF 80.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N01°07'26"W FOR A DISTANCE OF 546.13 FEET; THENCE S88°54'01"W FOR A DISTANCE OF 208.71 FEET; THENCE N01°07'41"W FOR A DISTANCE OF 693.87 FEET; THENCE N88°48'24"E FOR A DISTANCE OF 1322.87 FEET; THENCE N88°52'51"E FOR A DISTANCE OF 293.51 FEET; THENCE N01°11'42"W FOR A DISTANCE OF 415.00 FEET; THENCE N88°48'18"E FOR A DISTANCE OF 489.50 FEET; THENCE S01°11'42 E FOR A DISTANCE OF 14.52 FEET; THENCE N88°48'18"E FOR A DISTANCE OF 290.65 FEET TO THE BEGINNING OF A CURVE; SAID CURVE TURNING TO THE RIGHT THROUGH 00°48'38", HAVING A RADIUS OF 11227.47 FEET, A LENGTH OF 158.81 FEET AND WHOSE LONG CHORD BEARS S01°44'31"E FOR A DISTANCE OF 158.81 FEET TO THE BEGINNING OF A CURVE; SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 16°00'32", HAVING A RADIUS OF 879.93 FEET, A LENGTH OF 245.86 FEET AND WHOSE LONG CHORD BEARS S06°44'00"W FOR A DISTANCE OF 245.06 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENTIAL LINE; THENCE N88°49'24"E FOR A DISTANCE OF 36.30 FEET TO THE BEGINNING OF A CURVE; SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 18°10'43", HAVING A RADIUS OF 914.93 FEET, A LENGTH OF 290.28 FEET AND WHOSE LONG CHORD BEARS S23°08'45"W FOR A DISTANCE OF 289.07 FEET; THENCE S32°14'05"W FOR A DISTANCE OF 514.36 FEET TO THE BEGINNING OF A CURVE; SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 33°20'44", HAVING A RADIUS OF 688.00 FEET, AND WHOSE LONG CHORD BEARS S15°33'43"W FOR A DISTANCE OF 394.78 FEET; THENCE S01°06'39"E FOR A DISTANCE OF 34.59 FEET; THENCE S67°06'22"W FOR A DISTANCE OF 180.18 FEET; THENCE S89°10'05"W FOR A DISTANCE OF 127.86 FEET; THENCE S88°14'53"W FOR A DISTANCE OF 54.08 FEET; THENCE S75°32'55"W FOR A DISTANCE OF 214.39 FEET; THENCE S88°54'01"W FOR A DISTANCE OF 209.19 FEET; THENCE S74°17'38"W FOR A DISTANCE OF 159.16 FEET; THENCE N86°19'14"W FOR A DISTANCE OF 241.70 FEET; THENCE S88°54'01"W FOR A DISTANCE OF 514.82 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINING 63.11 ACRES MORE OR LESS.

AND HAS CAUSED THE ABOVE-DESCRIBED TRACT OF LAND TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO 11 LOTS, ONE BLOCK, IN CONFORMITY WITH THE ACCOMPANYING PLAT AND SURVEY (HEREINAFTER THE "PLAT"), AND HAS ENTITLED AND DESIGNATED THE SUBDIVISION AS "COAL CREEK VILLAGE", A SUBDIVISION IN THE CITY OF JENKS, TULSA COUNTY, STATE OF OKLAHOMA (HEREINAFTER THE "SUBDIVISION" OR "PLATTED AREA" OR "COAL CREEK VILLAGE").

SECTION I. EASEMENTS AND UTILITIES

- A. GENERAL UTILITY EASEMENTS
- THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC THE UTILITY EASEMENTS DESIGNATED AS "U/E" OR "UTILITY EASEMENT", FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REPLACING, AND/OR REMOVING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM SEWERS, SANITARY SEWERS, TELEPHONE AND COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, WATER LINES AND CABLE TELEVISION LINES, TOGETHER WITH ALL FITTINGS, INCLUDING THE POLES, WIRES, CONDUITS, PIPES, VALVES, METERS, AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND ANY OTHER APPURTENANCES THERETO, WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES AFORESAID, PROVIDED HOWEVER, THE OWNER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND RE-LAY WATER LINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING AND RELAYING OVER, ACROSS AND ALONG ALL OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER AND/OR SEWER SERVICES TO THE AREA INCLUDED IN THE PLAT. THE OWNER HEREIN IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON THE LOT OWNER AND SHALL BE ENFORCEABLE BY THE CITY OF JENKS, TULSA COUNTY, OKLAHOMA, AND BY THE SUPPLIER OF ANY AFFECTED UTILITY SERVICE, THAT WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT NO BUILDING, STRUCTURE OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION THAT INTERFERES WITH THE ABOVE SET FORTH USES AND PURPOSES OF AN EASEMENT SHALL BE PLACED, ERECTED, INSTALLED OR MAINTAINED, PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING, LANDSCAPING, AND CUSTOMARY SCREENING FENCES AND WALLS THAT DO NOT CONSTITUTE AN OBSTRUCTION.
- B. UNDERGROUND SERVICE
1. OVERHEAD POLES FOR THE SUPPLY OF ELECTRIC AND COMMUNICATION SERVICE MAY BE LOCATED IN THE PERIMETER UTILITY EASEMENT AND IN THE PERIMETER RIGHT-OF-WAYS OF THE SUBDIVISION. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY OVERHEAD OR UNDERGROUND CABLE, AND ELSEWHERE THROUGHOUT THE SUBDIVISION, ALL SUPPLY LINES INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS LINES SHALL BE LOCATED UNDERGROUND IN EASEMENTS DEDICATED FOR GENERAL UTILITY SERVICES AND IN THE RIGHTS-OF-WAY OF THE PUBLIC STREETS AS DEPICTED UPON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE GENERAL UTILITY EASEMENTS.
2. UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WHICH MAY BE LOCATED ON ALL LOTS IN THE SUBDIVISION MAY BE RUN FROM THE NEAREST GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE AS MAY BE LOCATED UPON EACH SAID LOT, PROVIDED THAT UPON THE INSTALLATION OF SUCH A SERVICE CABLE OR GAS SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT AND EFFECTIVE EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE, EXTENDING FROM THE SERVICE PEDESTAL, TRANSFORMER OR GAS MAIN TO THE SERVICE ENTRANCE ON THE STRUCTURE OR A POINT OF METERING.
3. THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICES, THROUGH ITS AUTHORIZED AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL SUCH EASEMENTS SHOWN ON THE PLAT OF THE SUBDIVISION OR PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF THE UNDERGROUND ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICE FACILITIES SO INSTALLED BY IT. THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION ALSO RESERVES THE PERPETUAL RIGHT, PRIVILEGE AND AUTHORITY TO

CUT DOWN, TRIM, OR TREAT ANY TREES AND UNDERGROWTH ON SAID EASEMENT.

4. THE OWNER OF THE LOT IN THE SUBDIVISION SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND ELECTRIC FACILITIES LOCATED ON HIS PROPERTY AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES. THE SUPPLIER OF SERVICE WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE OWNER OF THE LOT IN THE SUBDIVISION WILL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS. THE FOREGOING COVENANTS CONCERNING UNDERGROUND FACILITIES SHALL BE ENFORCEABLE BY THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION, OR GAS SERVICES.
- C. WATER MAINS, SANITARY SEWERS, AND STORM SEWER SERVICES
1. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS IN THIS ADDITION.
2. WITHIN THE UTILITY EASEMENT AREAS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GROUND ELEVATIONS FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN, SANITARY SEWER MAIN, OR STORM SEWER MAIN, OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS, SHALL BE PROHIBITED.
3. CITY OF JENKS, OKLAHOMA, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWER MAINS, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, HIS AGENTS OR CONTRACTORS.
4. CITY OF JENKS, OKLAHOMA, OR ITS SUCCESSORS, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL EASEMENTWAYS DEPICTED ON THE ACCOMPANYING PLAT, OR OTHERWISE PROVIDED FOR IN THE DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING, OR REPLACING ANY PORTION OF UNDERGROUND WATER, SANITARY SEWER OR STORM SEWER FACILITIES.
5. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY THE CITY OF JENKS, OKLAHOMA, OR ITS SUCCESSORS, AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.
- D. SURFACE DRAINAGE
- EACH LOT DEPICTED ON THE PLAT OF "COAL CREEK VILLAGE", SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION AND FROM STREETS AND EASEMENTS. NO LOT OWNER(S) SHALL CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY FENCING OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS ANY LOT. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND BY THE CITY OF JENKS, TULSA COUNTY, OKLAHOMA.
- E. PAVING AND LANDSCAPING WITHIN EASEMENT
- THE OWNER OF THE LOT AFFECTED SHALL BE RESPONSIBLE FOR THE REPAIR OF DAMAGE TO LANDSCAPING AND PAVING OCCASIONED BY NECESSARY PLACEMENTS, REPLACEMENTS, OR MAINTENANCE OF WATER, SEWER, STORM SEWER, NATURAL GAS, COMMUNICATION, CABLE TELEVISION, OR ELECTRIC FACILITIES WITHIN THE UTILITY EASEMENT AREAS DEPICTED UPON THE ACCOMPANYING PLAT, PROVIDED HOWEVER, THE CITY OF JENKS, TULSA COUNTY, OKLAHOMA OR THE SUPPLIER OF THE UTILITY SERVICE SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.
- F. RESERVE "E" - STORMWATER DETENTION EASEMENT
1. THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC A PERPETUAL EASEMENT ON, OVER, AND ACROSS THE PROPERTY DESIGNATED AND SHOWN ON THE ACCOMPANYING PLAT AS RESERVE "E" FOR THE PURPOSES OF PERMITTING THE FLOW, CONVEYANCE, RETENTION, DETENTION AND DISCHARGE OF STORMWATER RUNOFF FROM THE VARIOUS LOTS WITHIN THE SUBDIVISION AND FROM PROPERTIES NOT INCLUDED WITHIN THE SUBDIVISION.
2. DETENTION, RETENTION AND OTHER DRAINAGE FACILITIES LOCATED WITHIN THE RESERVE SHALL BE CONSTRUCTED IN ACCORDANCE WITH STANDARDS AND SPECIFICATIONS APPROVED BY THE CITY OF JENKS, OKLAHOMA.
3. NO FENCE, WALL, BUILDING, OR OTHER OBSTRUCTION SHALL BE PLACED OR MAINTAINED IN THE RESERVE NOR SHALL THERE BE ANY ALTERATION OF GRADE IN SAID RESERVE UNLESS APPROVED BY THE CITY OF JENKS, OKLAHOMA.
4. DETENTION, RETENTION, AND OTHER DRAINAGE FACILITIES SHALL BE MAINTAINED BY THE HOMEOWNERS' ASSOCIATION OR PROPERTY OWNER'S ASSOCIATION TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE, RETENTION, AND DETENTION FUNCTIONS INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION AND THE ASSOCIATION SHALL PROVIDE CUSTOMARY GROUNDS MAINTENANCE WITHIN THE RESERVE IN ACCORDANCE WITH THE FOLLOWING MINIMUM STANDARDS:
- a. GRASS AREAS SHALL BE MOWED (IN SEASON) AT REGULAR INTERVALS OF FOUR WEEKS, OR LESS.
- b. CONCRETE APPURTENANCES SHALL BE MAINTAINED IN GOOD CONDITION AND REPLACED IF DAMAGED.
- c. THE RESERVE SHALL BE KEPT FREE OF DEBRIS, ~~add...~~ TRASH AND LITTER.
- d. CONCRETE CHANNELS AND RELATED STORMWATER STRUCTURES, SHALL BE KEPT FREE OF SILT AND DEBRIS THAT WOULD INHIBIT THEIR FUNCTION.
5. LANDSCAPING WITHIN RESERVE AREAS SHALL BE SUBJECT TO APPROVAL BY THE CITY OF JENKS
6. IN THE EVENT THE HOMEOWNERS' ASSOCIATION OR PROPERTY OWNER'S ASSOCIATION SHOULD FAIL TO PROPERLY MAINTAIN THE DETENTION, RETENTION, AND OTHER DRAINAGE FACILITIES OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION WITHIN, OR THE ALTERATION OF GRADE WITHIN THE RESERVE, THE CITY OF JENKS, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR MAY ENTER AND PERFORM MAINTENANCE NECESSARY TO ACHIEVE THE INTENDED DRAINAGE FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION OR CORRECT ANY ALTERATION OF GRADE, AND THE COSTS THEREOF SHALL BE PAID BY THE ASSOCIATION. IN THE EVENT THE ASSOCIATION FAILS TO PAY THE COSTS OF MAINTENANCE AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, THE CITY OF JENKS, OKLAHOMA, MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS IN THE LAND RECORDS OF THE TULSA COUNTY CLERK, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST EACH LOT WITHIN THE SUBDIVISION. PROVIDED, THE LIEN AGAINST EACH LOT SHALL NOT EXCEED THAT LOT'S PRO RATA PORTION OF THE COSTS. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF JENKS, OKLAHOMA.
- G. RESERVE AREAS
- ALL RESERVE AREAS SHALL BE MAINTAINED BY THE OWNER UNTIL SUCH TIME AS THE PROPERTY OWNERS' ASSOCIATION IS FORMED AND OWNERSHIP OF SUCH RESERVE AREA IS CONVEYED TO THE ASSOCIATION FROM AND AFTER SAID DATE. THE PROPERTY OWNERS' ASSOCIATION SHALL BE RESPONSIBLE FOR THE OPERATION AND

MAINTENANCE OF SUCH RESERVE AREAS AND ALL COSTS AND EXPENSES ASSOCIATED THEREWITH, INCLUDING MAINTENANCE OF VARIOUS IMPROVEMENTS ~~AND~~ RECREATIONAL FACILITIES. **OR AMENITY FEATURES**

SECTION II - PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS, "COAL CREEK VILLAGE" WAS SUBMITTED AS PART OF A PLANNED UNIT DEVELOPMENT (PUD 141) AS PROVIDED WITHIN THE UDO (UNIFIED DEVELOPMENT ORDINANCE), PUD 141 WAS APPROVED BY THE JENKS PLANNING COMMISSION ON JULY 20, 2023 AND BY THE JENKS CITY COUNCIL ON AUGUST 1, 2023; AND

WHEREAS, PUD 141 AND SUBSEQUENT PUD AMENDMENTS ESTABLISH THE ALLOWED USES AND DEVELOPMENT STANDARDS.

WHEREAS, THE DETAILS AND SUBSEQUENT PUD AMENDMENTS CAN BE FOUND AT THE CITY OF JENKS, OKLAHOMA.

SECTION III. ENFORCEMENT, DURATION, AMENDMENT, AND SEVERABILITY

- A. ENFORCEMENT
- THE RESTRICTIONS HEREIN SET FORTH ARE COVENANTS TO RUN WITH THE LAND AND SHALL BE BINDING UPON THE OWNER, ITS SUCCESSORS AND ASSIGNS. WITHIN THE PROVISIONS OF SECTION I. EASEMENTS, AND UTILITIES ARE SET FORTH CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO. IF THE UNDERSIGNED OWNER OR ITS SUCCESSORS OR ASSIGNS SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTION I, IT SHALL BE LAWFUL FOR ANY PERSON OR PERSONS OWNING ANY LOT SITUATED WITHIN THE SUBDIVISION, OR THE CITY OF JENKS, TULSA COUNTY, TO MAINTAIN ANY ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT, TO PREVENT HIM OR THEM FROM SO DOING OR TO COMPEL COMPLIANCE WITH THE COVENANT OR TO RECOVER DAMAGES.
- B. DURATION
- THESE RESTRICTIONS, TO THE EXTENT PERMITTED BY APPLICABLE LAW, SHALL BE PERPETUAL AND SHALL BE IN FORCE AND EFFECT FOR A TERM OF NOT LESS THAN THIRTY (30) YEARS FROM THE DATE OF THE RECORDING OF THIS DEED OF DEDICATION UNLESS TERMINATED OR AMENDED AS HEREINAFTER PROVIDED.
- C. AMENDMENT
- THE COVENANTS CONTAINED WITHIN SECTION I. EASEMENTS, AND UTILITIES MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE CITY OF JENKS CITY COUNCIL, OR ITS SUCCESSORS WITH THE APPROVAL OF THE CITY OF JENKS, TULSA COUNTY, OKLAHOMA.
- D. SEVERABILITY
- INVALIDATION OF ANY RESTRICTION SET FORTH HEREIN OR ANY PART THEREOF, BY AN ORDER, JUDGMENT, OR DECREE OF ANY COURT, OR OTHERWISE, SHALL NOT INVALIDATE OR AFFECT ANY OF THE OTHER RESTRICTIONS OR ANY PART THEREOF AS SET FORTH HEREIN, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.
- E. LIMITS OF NO ACCESS
- THE UNDERSIGNED OWNER HEREBY RELINQUISHES RIGHTS OF VEHICULAR INGRESS OR EGRESS FROM ANY PORTION OF THE PROPERTY ADJACENT TO SOUTH JAMES AVENUE, EAST 121ST STREET SOUTH, AND SOUTH UNION AVENUE WITHIN THE BOUNDS DESIGNATED AS "LIMITS OF NO ACCESS" (L.N.A.) ON THE ACCOMPANYING PLAT, WHICH "LIMITS OF NO ACCESS" MAY BE AMENDED OR RELEASED BY THE CITY OF JENKS CITY COUNCIL, OR ITS SUCCESSOR, AND WITH THE APPROVAL OF THE CITY OF JENKS, TULSA COUNTY, OKLAHOMA, OR AS OTHERWISE PROVIDED BY THE STATUTES AND LAWS OF THE STATE OF OKLAHOMA.
- F. SIDEWALKS
- SIDEWALKS SHALL BE CONSTRUCTED AND MAINTAINED BY THE LOT OWNER IN ACCORDANCE WITH THE JENKS SUBDIVISION AND DEVELOPMENT REGULATIONS AND IN ACCORDANCE WITH THE STANDARDS OF THE CITY OF JENKS. ALL SUCH SIDEWALKS SHALL BE CONSTRUCTED PRIOR TO THE ISSUANCE OF CERTIFICATE OF OCCUPANCY FOR ANY BUILDING WITHIN THE SUBDIVISION.

\\Chouteau-Server\Root\Jobs\2540500.03 - Coal Creek Village Phase 2 - Sooner Investment\Final Drawing\Preliminary Plat 07-31-2026\2540500.03 Preliminary Plat DDD 07-31-2026.dwg PLOT:7/31/26 ORG SIZE:24"X36"

PRELIMINARY PLAT

COAL CREEK VILLAGE

DEED OF DEDICATION AND RESTRICTIVE COVENANTS

IN WITNESS WHEREOF:
LAHOMA FAMILY, LLC, HAS EXECUTED THIS INSTRUMENT THIS ____ DAY OF _____, 2026.
BY: _____

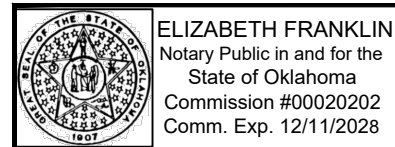
ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) SS:
COUNTY OF TULSA)

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 2026,
BY _____, AS _____.

NOTARY PUBLIC

MY COMMISSION NO:



MY COMMISSION EXPIRES:

IN WITNESS WHEREOF:
PATRICIA ANN WINKLE, AS TRUSTEE OF THE WINKLE FAMILY TRUST, DATED SEPTEMBER 10, 2010, HAS EXECUTED THIS INSTRUMENT THIS ____ DAY OF _____, 2026.
BY: _____

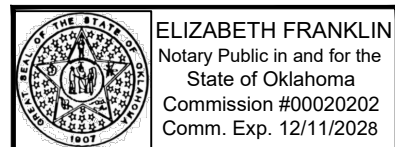
ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) SS:
COUNTY OF TULSA)

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 2026,
BY _____, AS _____.

NOTARY PUBLIC

MY COMMISSION NO:



MY COMMISSION EXPIRES:

IN WITNESS WHEREOF:
RETAIL BUILDINGS, INC, HAS EXECUTED THIS INSTRUMENT THIS ____ DAY OF _____, 2026.
BY: _____

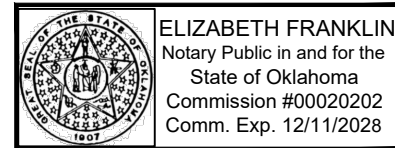
ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) SS:
COUNTY OF TULSA)

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 2026,
BY _____, AS _____.

NOTARY PUBLIC

MY COMMISSION NO:



MY COMMISSION EXPIRES:

IN WITNESS WHEREOF:
XIUXI OK HOLDINGS, LLC, HAS EXECUTED THIS INSTRUMENT THIS ____ DAY OF _____, 2026.
BY: _____

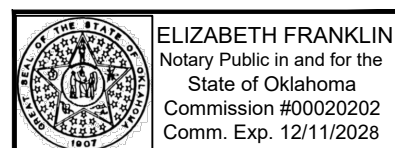
ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) SS:
COUNTY OF TULSA)

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 2026,
BY _____, AS _____.

NOTARY PUBLIC

MY COMMISSION NO:



MY COMMISSION EXPIRES:

IN WITNESS WHEREOF:
CITY OF JENKS, HAS EXECUTED THIS INSTRUMENT THIS ____ DAY OF _____, 2026.
BY: _____

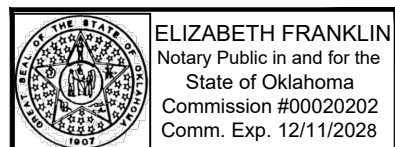
ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) SS:
COUNTY OF TULSA)

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 2026,
BY _____, AS _____.

NOTARY PUBLIC

MY COMMISSION NO:



MY COMMISSION EXPIRES:

IN WITNESS WHEREOF:
BRETT A. BENNETT & CURIS R. BENNETT, HAS EXECUTED THIS INSTRUMENT THIS ____ DAY OF _____, 2026.
BY: _____

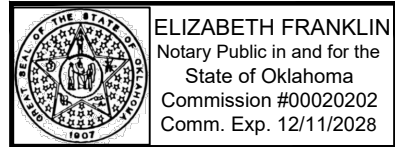
ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) SS:
COUNTY OF TULSA)

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 2026,
BY _____, AS _____.

NOTARY PUBLIC

MY COMMISSION NO:



MY COMMISSION EXPIRES:

IN WITNESS WHEREOF:
VIRGINIA R LLC, HAS EXECUTED THIS INSTRUMENT THIS ____ DAY OF _____, 2026.
BY: _____

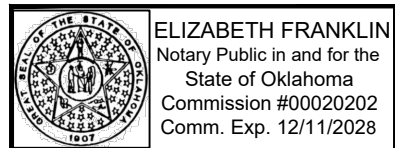
ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) SS:
COUNTY OF TULSA)

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 2026,
BY _____, AS _____.

NOTARY PUBLIC

MY COMMISSION NO:



MY COMMISSION EXPIRES:

CERTIFICATE OF SURVEY

I, AARON BURNS, OF WALLACE DESIGN COLLECTIVE, PC, A LICENSED LAND SURVEYOR REGISTERED IN THE STATE OF OKLAHOMA, HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, SUBDIVIDED, AND PLATTED THE TRACT OF LAND DESCRIBED ABOVE, AND THAT THE ACCOMPANYING PLAT DESIGNATED HEREIN AS "LAHOMA FAMILY SOUTH", A SUBDIVISION IN THE CITY OF JENKS, TULSA COUNTY, STATE OF OKLAHOMA, IS A REPRESENTATION OF THE SURVEY MADE ON THE GROUND USING GENERALLY ACCEPTED LAND SURVEYING PRACTICES AND MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED.

WITNESS MY HAND AND SEAL THIS ____ DAY OF _____, 2026.

AARON BURNS, PLS
OK PLS 1923



ACKNOWLEDGMENT

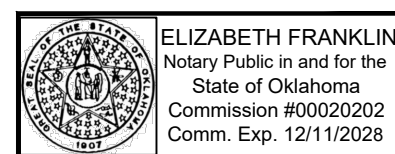
STATE OF OKLAHOMA)
) SS:
COUNTY OF TULSA)

BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS ____ DAY OF _____, 2026, PERSONALLY APPEARED AARON BURNS, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME AS A LICENSED LAND SURVEYOR TO THE FOREGOING CERTIFICATE OF SURVEY AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN SET FORTH.

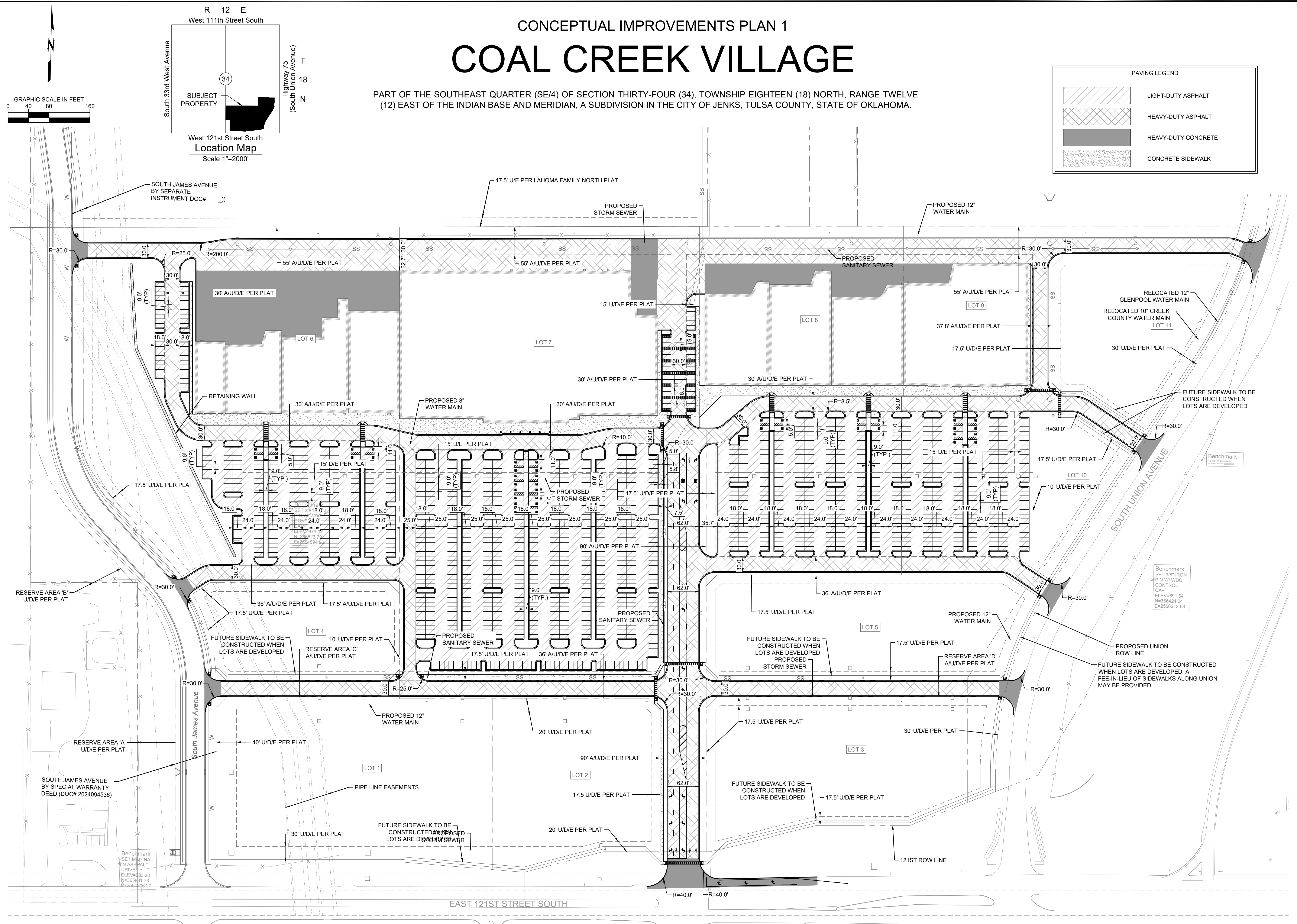
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

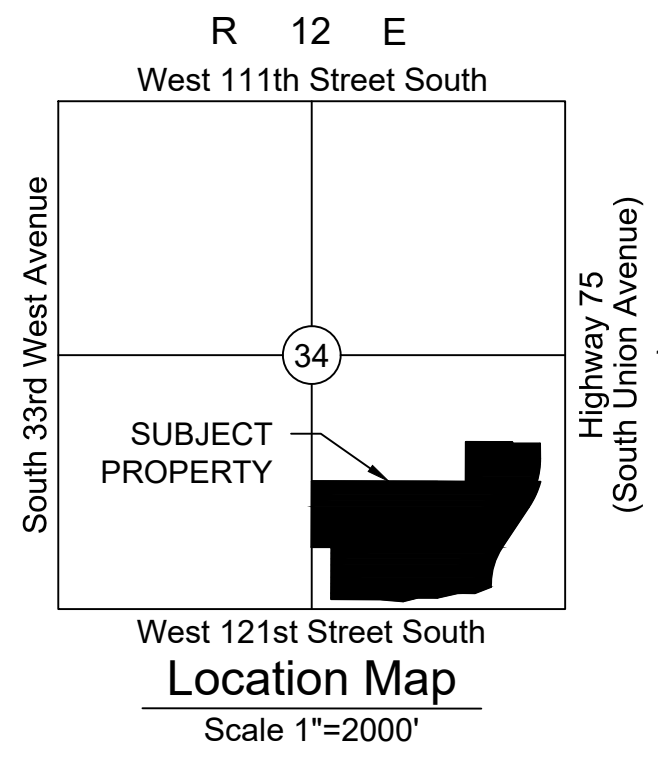
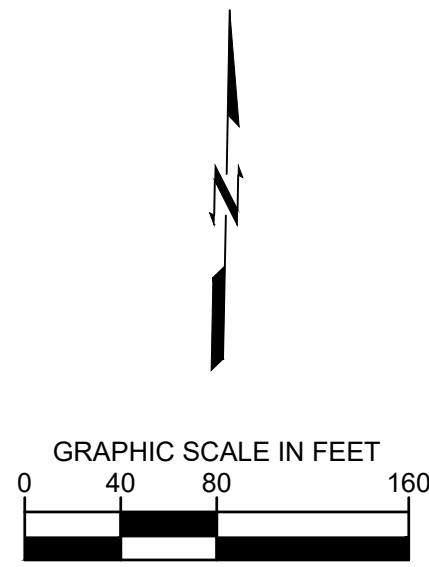
MY COMMISSION NUMBER: _____



Plotted By:Biddy, Joke Date: July 31, 2026 06:01:05pm File Path: C:\ACC\ACCDocs\Krimley-Horn\060074100_Coal Creek Village\Project Files\5_CAD\Exhibits\Conceptual Improvement Plan.dwg



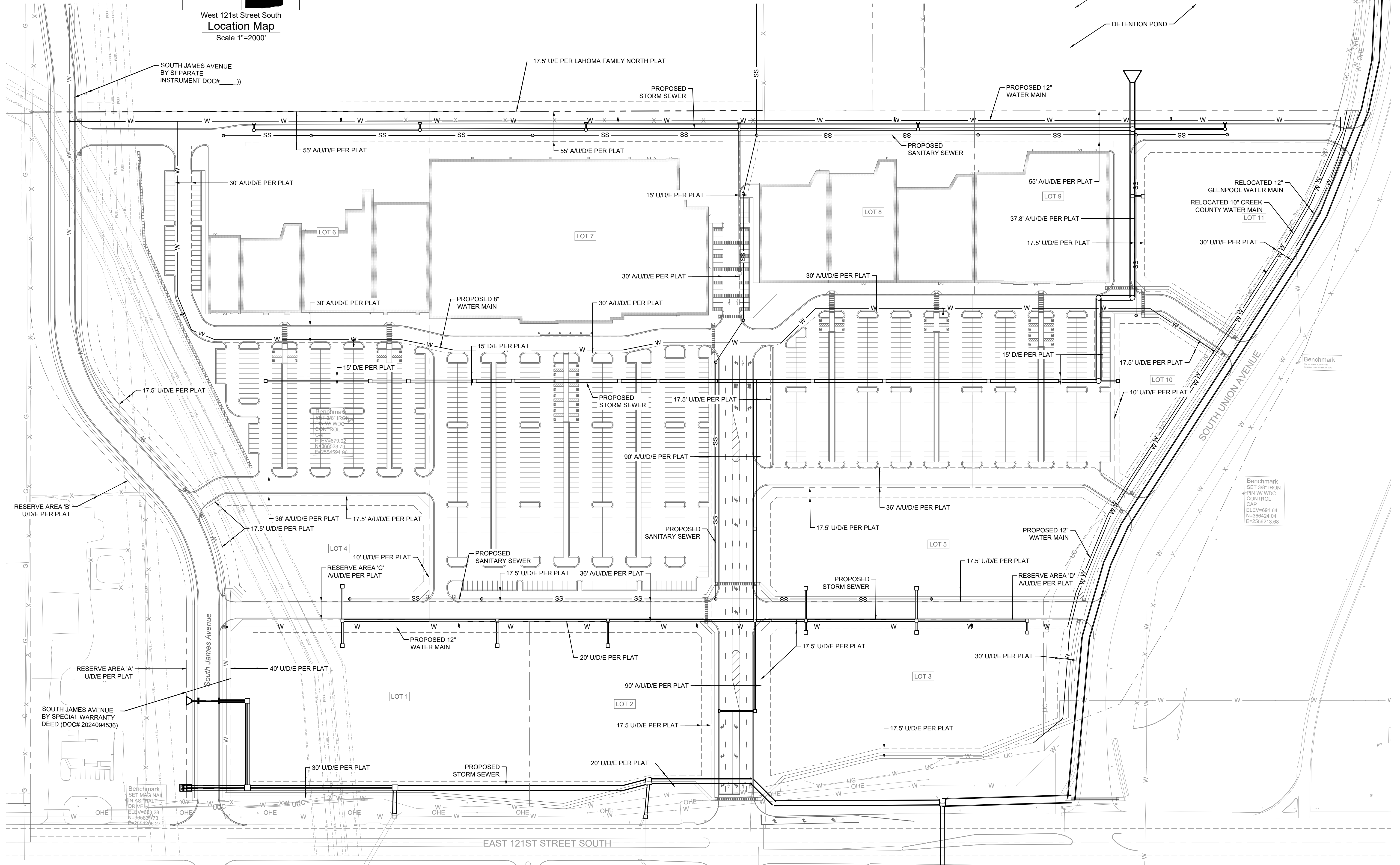
Plotted By: Biddy, Joke Date: July 31, 2026 06:01:05pm File Path: C:\ACC\ACCDocs\Krimley-Horn\060074100_Coal Creek Village\Project Files\5_CAD\Exhibits\Conceptual Improvement Plan.dwg



CONCEPTUAL IMPROVEMENTS PLAN 2

COAL CREEK VILLAGE

PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION THIRTY-FOUR (34), TOWNSHIP EIGHTEEN (18) NORTH, RANGE TWELVE (12) EAST OF THE INDIAN BASE AND MERIDIAN, A SUBDIVISION IN THE CITY OF JENKS, TULSA COUNTY, STATE OF OKLAHOMA.



Jenks | City Council Staff Report



To	Mayor Box, Vice Mayor Brown and City Council Christopher Shrout, City Manager
Hearing Date	September 15, 2026
Case Number	JZ 26-705
Applicant	Brandi True
Location	1410 West 91 st Street
Request	AG (Agriculture) to RS-1 (Residential Single-Family)

Staff Report

Preparer | Karl Fritschen/MH

Attachments

Preparer

Public Notice

INCOG & City Clerk

Legal

INCOG

Background Information

PLANNING COMMISSION SUMMARY

The Planning Commission approved the request (5-0-0) with no conditions at their regular meeting on September 3, 2026.

PUBLIC COMMENTS:

No citizens spoke at the Planning Commission meeting regarding the proposed zoning change and staff did not receive any written comments.

STAFF COMMENTARY

City of Jenks received a rezoning request from Ms. Brandi True to rezone a 1.60-acre tract located at 1410 West 91st Street. This rezoning case is associated with a companion lot split (Case JL 26-425) in which the property will be split into 3 tracts. This rezoning is necessary to ensure that the lot split creates conforming lots. The context of the surrounding area is comprised entirely of single-family homes, some of which are on ½ acre or larger tracts, so the request is in keeping with the surrounding uses. Further, the request aligns with the "Horizon Jenks Comprehensive Plan," which designates this area for medium-intensity, single-family residential uses. All statutory public notifications—including direct mailers to neighboring owners, newspaper publication, and on-site signage were completed.

PARCEL DATA

Requested Zoning	RS-1 (Single Family Residential)
Current Zoning	AG (Agriculture)
Parcel ID	98223-82-23-28380
Location	1410 West 91 st Street
Owner	Tallgrass Homes LLC
Subdivision	Not Platted
Gross Acres	1.60 ACRES
Council Ward No.	5
STR	SECTION 23, TOWNSHIP 18, RANGE 12

LEGAL DESCRIPTION:

BEG 910E & 50S NWC NW TH W108.46 S150 SW344.1 E219 N475
POB SEC 23 18 12

Staff Evaluation & Recommendation

Evaluation

The request meets the intent of the Comprehensive Plan and Land Use Map and conforms to the RS-1 bulk and area standards of the Unified Development Ordinance (UDO). The surrounding area is primarily used for residential purposes, so the rezoning request is in keeping with the context of the area.

Sec. 16-3-1. Bulk and Dimensional Standards.

(A) Table 16-3-1(A) addresses the requirements applicable to development or use of a lot in a residential zoning district.

Table 16-3-1(A): Residential District Bulk and Dimensional Standards									
Standard	RE	RS1	RS2	RS3	RD	RTH	RM1	RM2	RM3
Lot Standards (Minimum)									
Lot Area (sqft)	24,000	10,000	8,000	5,000	6,900	6,900	6,000	6,000	20,000
Lot Area/DU (sqft)	24,000	10,000	8,000	5,000	3,450	2,300	2,000	1,500	1,000
Lot Width (ft)	150	70	55	45	60	60	60	50	100
Yard Setbacks (Minimum)									
Front (ft)	35	35	20 (3)	20 (3)	20	15	10	10	10
Exterior Side (ft)	35	35	15 (3)	15 (3)	20	15	10	10	10
Interior Side (ft)	15	15 (1)	5	5	10 (2)	10 (2)	10 (2)	10 (2)	10 (2)
Rear (ft)	25	25	20	20	20	20	10	10	10
Building Standards (Maximum)									
Height (ft)	35	35	35	35	35	35	40	45	45
Impervious Surface Coverage	20%	35%	40%	60%	40%	60%	70%	70%	70%
Notes									
(1) The cumulative interior side yard setback shall be 15 feet. No interior side yard setback shall be less than 5 feet.									
(2) If a parti-wall exists, the interior side yard setback shall be 0 feet.									
(3) Garages shall be setback a minimum of 25 feet from the front property line.									

Figure 1 – Bulk and Dimensional Table from UDO



Figure 2 - Aerial Image



Figure 2 - Oblique Aerial View Looking North



Figure 3 – INCOG Location/Zoning Map

Surrounding Zoning:

- North: AG (Agriculture -Tulsa County)
- South: RS-3 (Residential Single-Family)
- East: RS-2 (Residential Singel-Family)
- West: RE (Residential Estate)

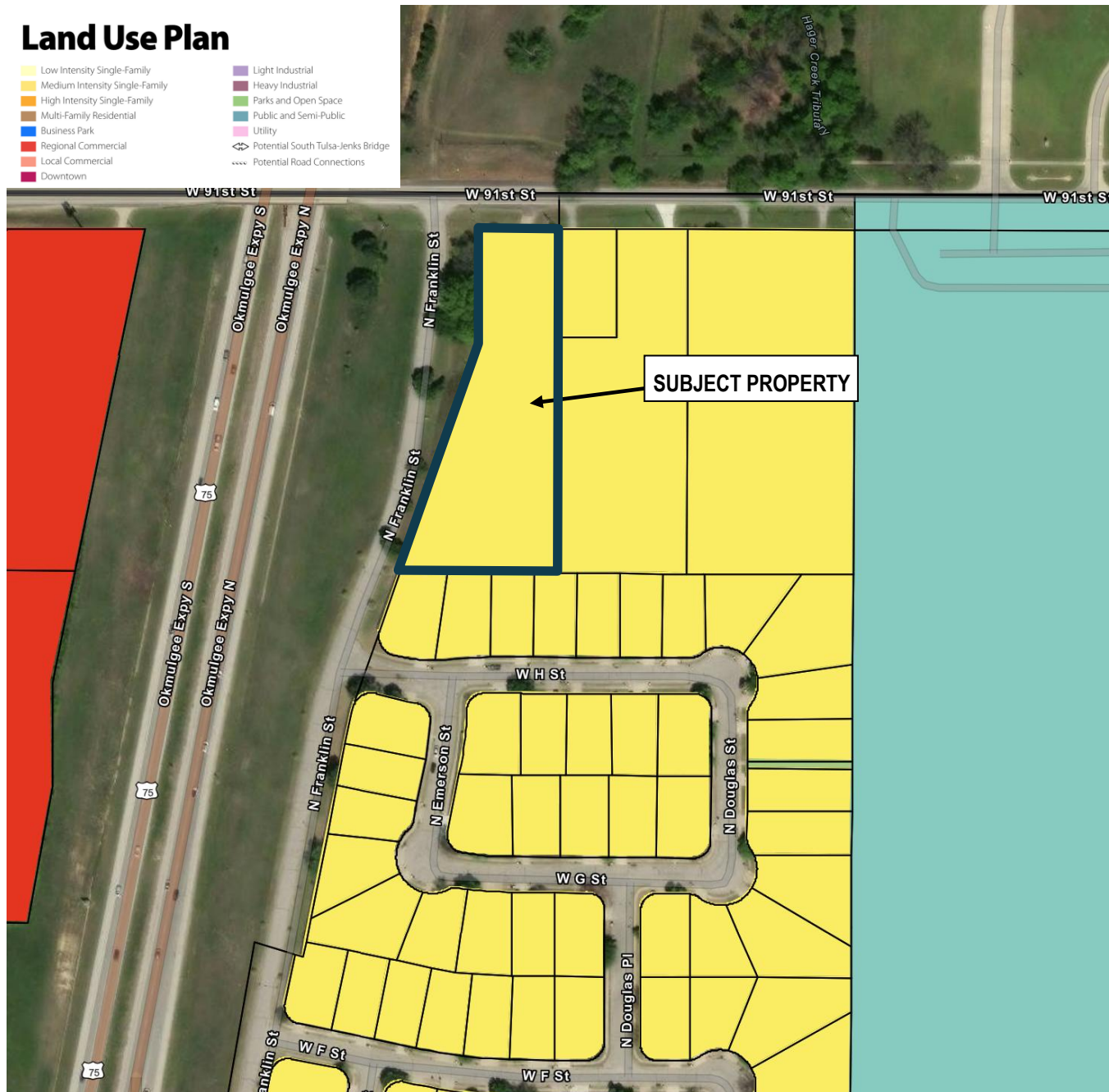
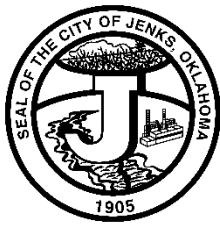


Figure 4 – Jenks Horizon Land Use Plan Map

RECOMMENDATION

Staff recommends approval of this rezoning request to RS-1 (Residential Single-Family)



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

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

Case Number: JZ 26-705

Request: Zone Change

Request by Brandi True for a zone change from AG (Agriculture) to RS-1 (Residential)

Legal Description:

Subdivision: UNPLATTED (98223)

Legal: BEG 910E & 50S NWC NW TH W108.46 S150 SW344.1 E219 N475 POB SEC 23 18 12

Section: 23 Township: 18 Range: 12

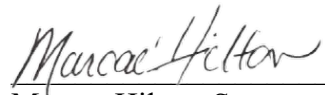
General Location: 1410 W 91st St

Hearing Date: 03 September 2026 at 6 p.m.

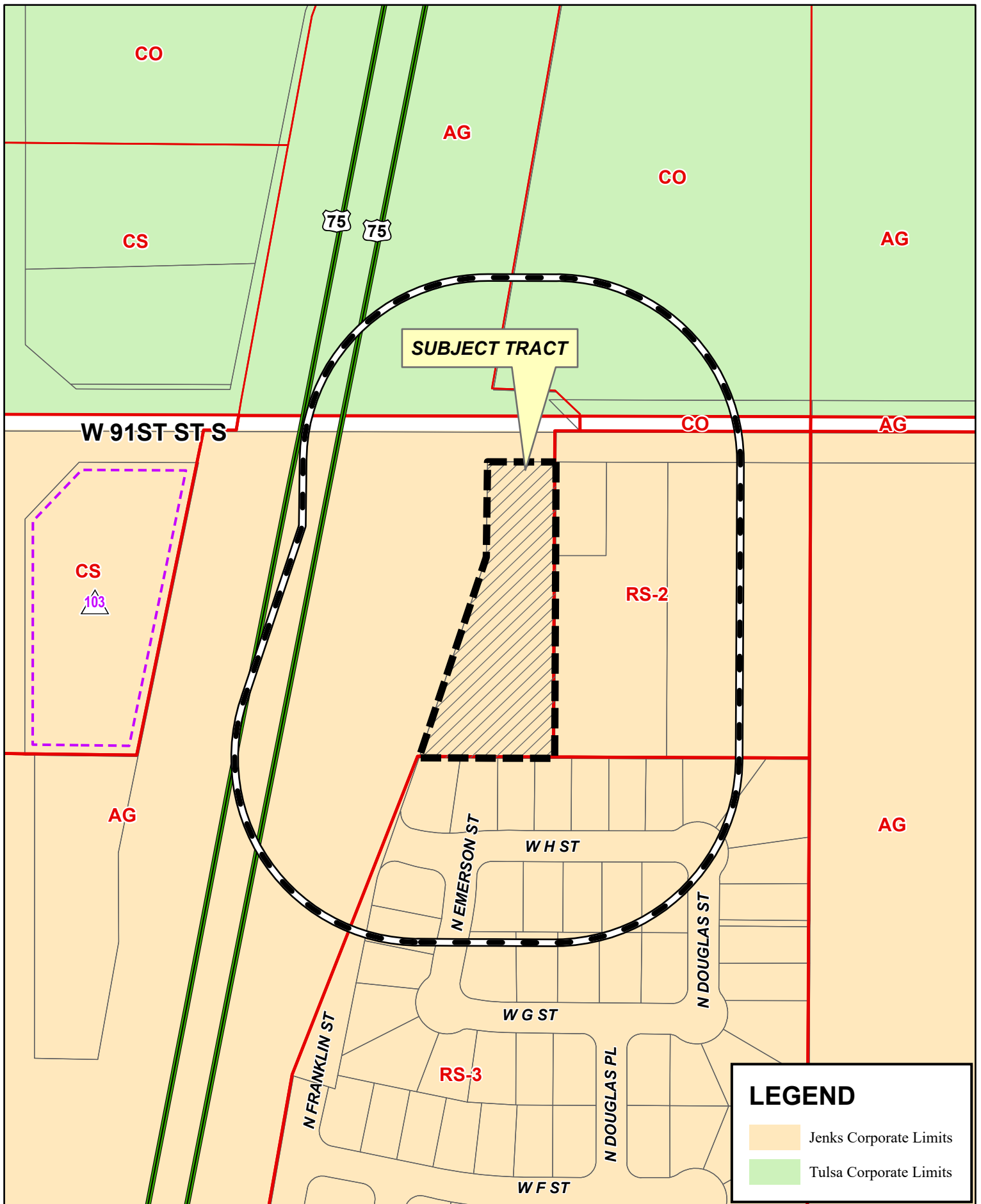
Location: Jenks City Hall, 211 N Elm St, Jenks, OK 74037

All persons interested in this matter may appear at these hearings and present their objections to or arguments for any of the above matters.

Dated at Jenks Oklahoma on 20 July 2026.



Marcae Hilton, Secretary
Jenks Planning Commission

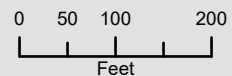


300' Radius



Subject Tract

JZ 26-705



23 18-12



**ORDINANCE NO. 1695
(JZ 26-705)**

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF JENKS, OKLAHOMA, CHANGING THE UNDERLYING ZONING OF THE DESCRIBED PROPERTY FROM AG (AGRICULTURE) TO RS-1 (RESIDENTIAL); REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HERewith; AND PROVIDING FOR SEVERABILITY.

.....

WHEREAS, the owner of certain real property has petitioned for the zone change of a parcel of land to RS-1 (Residential); and

WHEREAS, a public hearing on said zone change was held by the Jenks Planning Commission on September 03, 2026, and the Jenks City Council heard additional public comments on September 15, 2026, and due consideration has been given to any public comments; and

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

SECTION I. JZ 25-705 is hereby approved rezoning the following described property to RS-1 (Residential):

BEG 910E & 50S NWC NW TH W108.46 S150 SW344.1 E219 N475 POB SEC 23 18 12

The zoning map and zoning district of the City of Jenks is hereby amended to rezone the above legal description to RS-1 (Residential).

General Location: 1410 W 91st St

SECTION II. That all ordinances or parts of ordinances in conflict herewith be and the same are hereby expressly repealed.

SECTION III. If any section, sentence, clause or phrase of this ordinance or any part thereof is for any reason found to be invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remainder of this ordinance or any part thereof.

Approved this _____ day of _____ 2026

CITY OF JENKS, OKLAHOMA

MAYOR

Attest:

CITY CLERK

Approved as to form:

CITY ATTORNEY

Jenks | City Council Staff Report



To	Mayor Box, Vice Mayor Brown and City Council Christopher Shrout, City Manager
Hearing Date	September 15, 2026
Case Number	JZ 26-706
Applicant	Kelly Dunkerly
Location	187 East 116 Street South
Request	<i>Recommendation of a rezoning from RE (Residential Estate) AG (Agriculture)</i>

Staff Report

Preparer | Karl Fritschen/MH

Attachments

Preparer

Public Notice

INCOG & City Clerk

Legal

Fritz Land Surveying

Background Information

PLANNING COMMISSION SUMMARY

The Planning Commission approved the request (5-0-0) with no conditions at their regular meeting on September 3, 2026.

PUBLIC COMMENTS:

No citizens spoke at the Planning Commission meeting regarding the proposed zoning change and staff did not receive any written comments.

STAFF COMMENTARY

City of Jenks received a rezoning request from Mr. Kelly Dunkerly to rezone a 2.36-acre tract located at approximately 187 East 116th Street South. This rezoning case is associated with a companion lot split (Case JL 26-426) in which a portion of this property will be split and combined with a tract to the north which is already zoned AG. The context of the surrounding areas is comprised entirely of single-family homes, some of which are on ½ acre or larger tracts, so the request is in keeping with the surrounding uses. Further, the request aligns with the "Horizon Jenks Comprehensive Plan," which designates this area for medium-intensity, single-family residential uses. All statutory public notifications—including direct mailers to neighboring owners, newspaper publication, and on-site signage were completed.

PARCEL DATA

Requested Zoning	AG (Agriculture)
------------------	------------------

Current Zoning	RE (Residential Estate)
Parcel ID	R98331833138010 and R98331833137510
Location	187 116th Street South
Owner	Dunkerly Family Living Trust
Subdivision	Not Platted
Gross Acres	2.36 ACRES
Council Ward No.	5
STR	SECTION 31, TOWNSHIP 18, RANGE 13

LEGAL DESCRIPTION:

Subdivision: a tract of land that is part of the east half of the east half of the southeast quarter of the northwest quarter (e/2 e/2 se/4 nw/4) of section thirty-one (31), township eighteen (18) north, range thirteen (13) east of the indian base and meridian, tulsa county, state of oklahoma, according to the u.s. Government survey thereof, being more particularly described as follows:

Commencing at the southeast corner of the nw/4 of said section 31; thence north 00°57'59" west along the east line thereof 211.00 feet to the northerly right-of-way line of east 116th street south and the point of beginning.

Thence south 88°47'50" west along said right-of-way line 80.00 feet;

Thence north 00°57'59" west and parallel with the east line of the nw/4 of said section 31 a distance of 916.35 feet;

Thence south 88°39'53" west 249.33 feet to the west line of the e/2 e/2 se/4 nw/4 of said section 31;

Thence north 00°57'03" west along said west line 202.45 feet to the northwest corner of the e/2 e/2 se/4 nw/4 of said section 31;

Thence north 88°39'53" east along the north line thereof 329.27 feet to the northeast corner of the e/2 e/2 se/4 nw/4 of said section 31;

Thence south 00°57'59" east along the east line thereof 1118.98 feet to the point of beginning.

Said tract of land contains 139,979.0 sq. Feet or 3.21 acres.

Bearings are based upon the oklahoma state plane coordinate system,

(3501 ok n), north american datum 1983 (nad83) using the east line of the nw/4 of sec.31, t18n, r13e as north 00°57'59" west.

And

A tract of land that is part of the east half of the east half of the southeast quarter of the northwest quarter (e/2 e/2 se/4 nw/4) of section thirty-one (31), township eighteen (18) north, range thirteen (13) east of the indian base and meridian, tulsa county, state of oklahoma, according to the u.s. Government survey thereof, being more particularly described as follows:

Commencing at the southeast corner of the nw/4 of said section 31;

Thence north 00°57'59" west along the east line thereof 211.00 feet to the northerly right-of-way line of east 116th street south; thence south 88°47'50" west along said right-of-way line 80.00 feet to the point of beginning;

Thence continuing south 88°47'50" west 43.54 feet to a point of curvature;

Thence northwesterly and continuing along said right-of-way line following a curve to the right having a radius of 533.00 feet, an arc length of 76.70 feet, a chord bearing of north 87°05'11" west and a chord length of 76.64 feet;

Thence north 00°57'59" west and parallel with the east line of the nw/4 of said section 31 a distance of 202.37 feet;

Thence north 37°44'32" west 63.84 feet;

Thence north 45°34'22" west 12.31 feet;

Thence north 55°04'52" west 53.29 feet;

Thence south 86°23'48" west 39.49 feet to the west line of the e/2 e/2 se/4 nw/4 of said section 31;

Thence north 00°57'03" west along said west line 618.05 feet;

Thence north 88°39'53" east 249.33 feet;

Thence south 00°57'59" east 916.35 feet to the point of beginning.

Said tract of land contains 193,127.8 sq. Feet or 4.43 acres.

Bearings are based upon the oklahoma state plane coordinate system, (3501 ok n), north american datum 1983 (nad83) using the east line of the nw/4 of sec.31, t18n, r13e as north 00°57'59" west.

Staff Evaluation & Recommendation

RECOMMENDATION

Staff recommends approval of this rezoning request to AG (Agriculture).

ARTICLE 3. BASE DISTRICT SPECIFIC STANDARDS

Sec. 16-3-1. Bulk and Dimensional Standards.

- (A) Table 16-3-1(A) addresses the requirements applicable to development or use of a lot in a residential zoning district.

Table 16-3-1(A): Residential District Bulk and Dimensional Standards									
Standard	RE	RS1	RS2	RS3	RD	RTH	RM1	RM2	RM3
Lot Standards (Minimum)									
Lot Area (sqft)	24,000	10,000	8,000	5,000	6,900	6,900	6,000	6,000	20,000
Lot Area/DU (sqft)	24,000	10,000	8,000	5,000	3,450	2,300	2,000	1,500	1,000
Lot Width (ft)	150	70	55	45	60	60	60	50	100
Yard Setbacks (Minimum)									
Front (ft)	35	35	20 (3)	20 (3)	20	15	10	10	10
Exterior Side (ft)	35	35	15 (3)	15 (3)	20	15	10	10	10
Interior Side (ft)	15	15 (1)	5	5	10 (2)	10 (2)	10 (2)	10 (2)	10 (2)
Rear (ft)	25	25	20	20	20	20	10	10	10
Building Standards (Maximum)									
Height (ft)	35	35	35	35	35	35	40	45	45
Impervious Surface Coverage	20%	35%	40%	60%	40%	60%	70%	70%	70%
Notes									
(1) The cumulative interior side yard setback shall be 15 feet. No interior side yard setback shall be less than 5 feet.									
(2) If a parti-wall exists, the interior side yard setback shall be 0 feet.									
(3) Garages shall be setback a minimum of 25 feet from the front property line.									

- (B) Table 16-3-1(B) addresses the requirements applicable to development or use of a lot in an agriculture, office, commercial, or industrial zoning district.

Table 16-3-1(B): Nonresidential District Bulk and Dimensional Standards										
Standard	AG	OL	OM	LC	CS	CG	DC	RTC	IL	IM
Lot Standards (Minimum)										
Lot Area (acres)	2.5	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Lot Width (ft)	300	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Yard Setbacks (Minimum, unless otherwise stated)										
Front (ft)	25	25	40	0	0	25	0	0	50	50
Front, maximum (ft)	n/a	n/a	n/a	10	n/a	60	10	60	n/a	n/a
Exterior Side (ft) (3)	25	25	40	0	0	25	0	0	50	50
Exterior Side, maximum (ft)	n/a	n/a	n/a	10	n/a	60	25	60	n/a	n/a
Interior Side (ft) (3)	10	10 (1)	20	10 (1)	10 (1)	10 (1)	0	0	25 (2)	50 (4)
Rear (ft) (3)	40	10 (1)	20	10 (1)	10 (1)	10 (1)	0	0	25 (2)	50 (4)

Figure 1 – Bulk and Dimensional Table from UDO



Figure 2 - Aerial Image

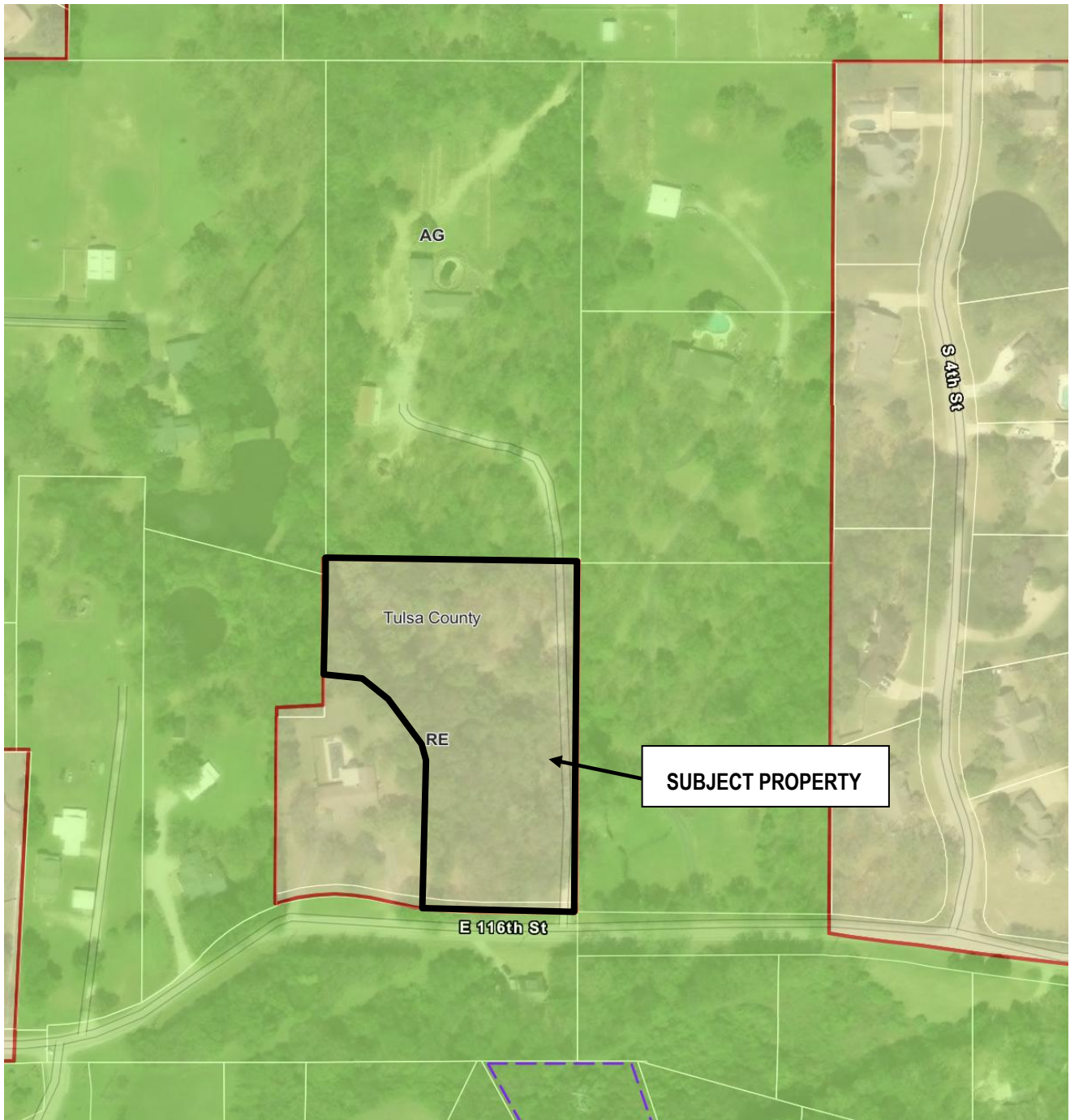


Figure 3 – INCOG Location/Zoning Map

Surrounding Zoning:

- North: AG (Agriculture)
- South: AG (Agriculture)
- East: AG (Agriculture)
- West: RE (Residential Estate)

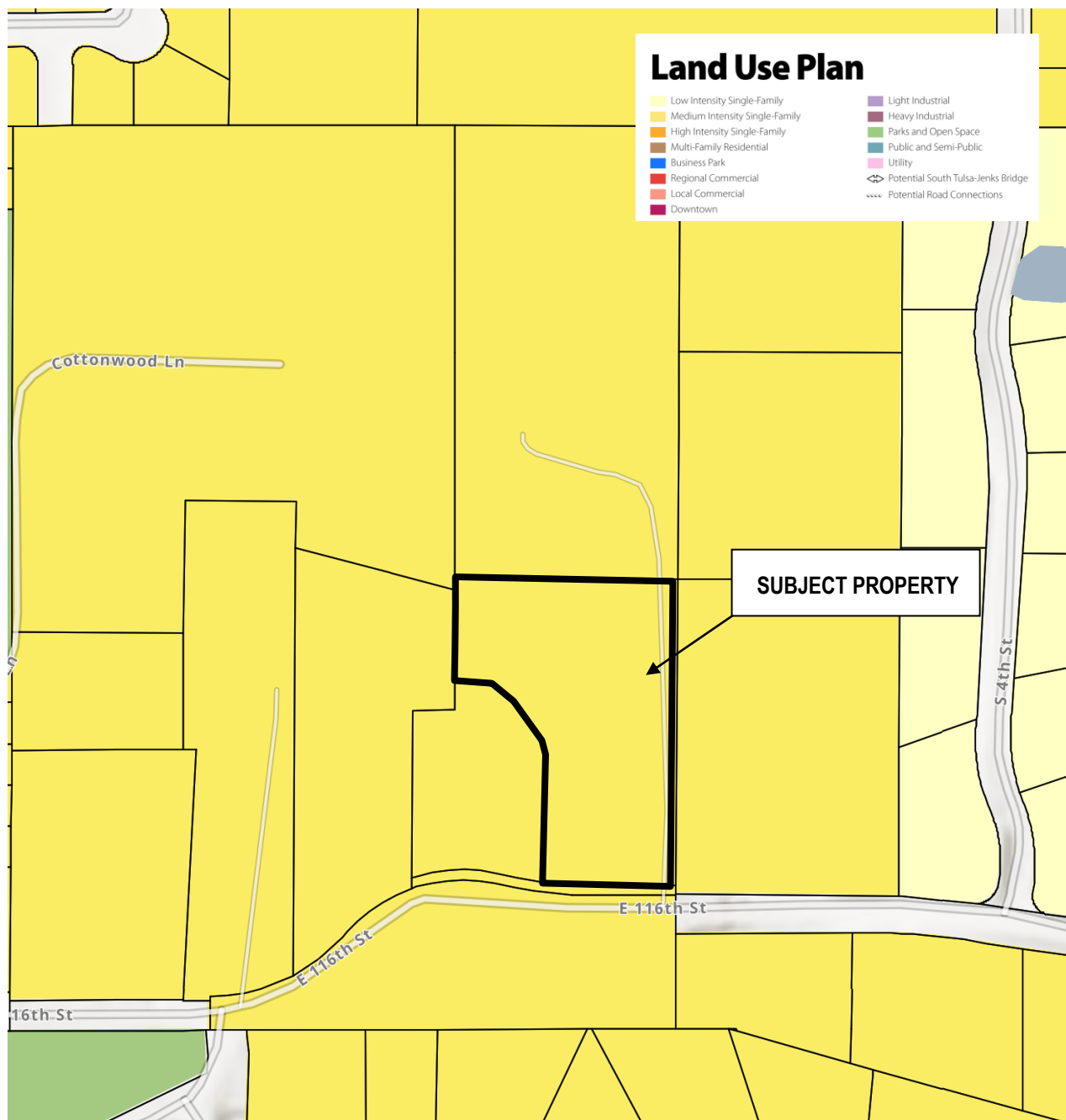
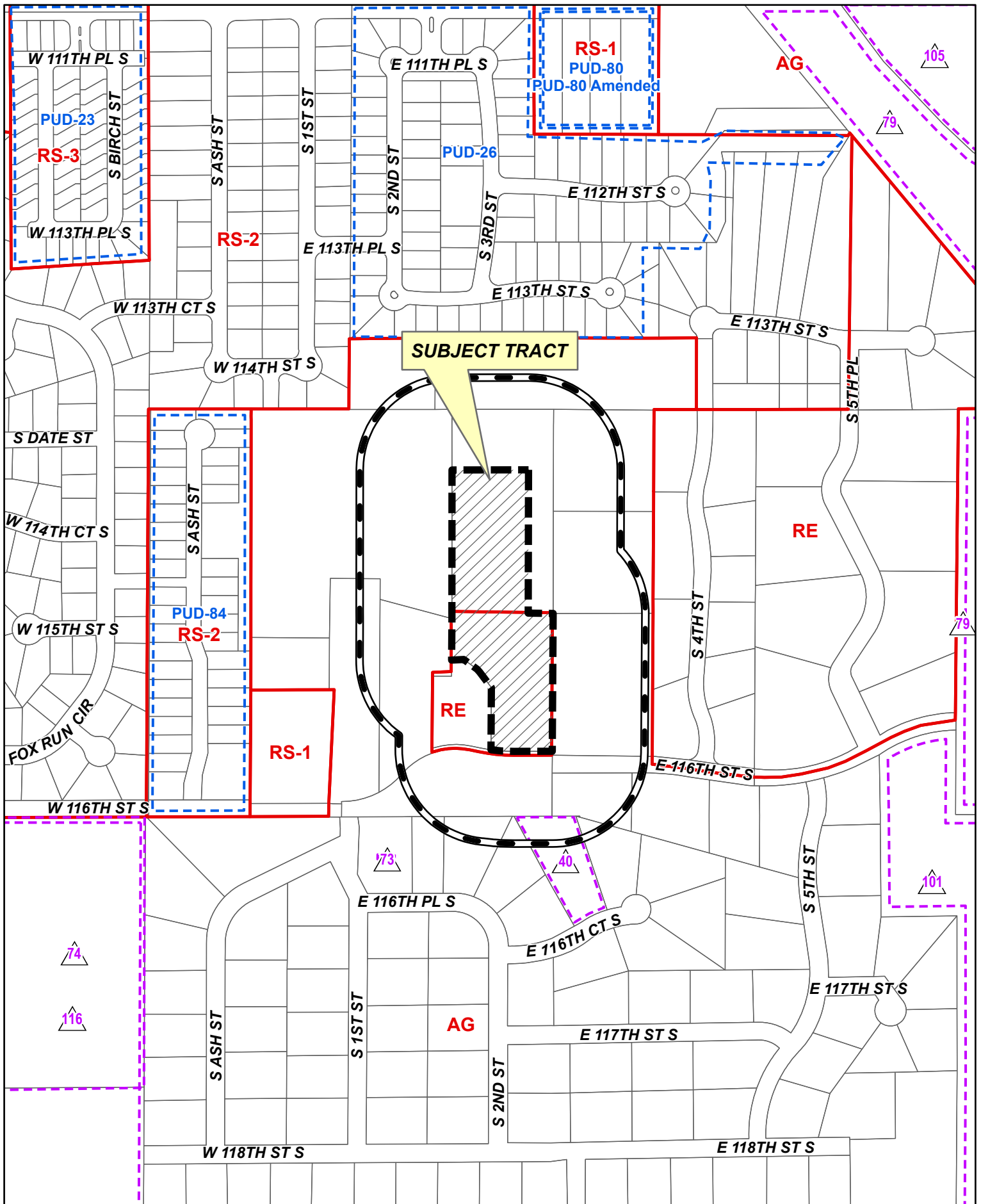


Figure 4 – Jenks Horizon Land Use Plan Map

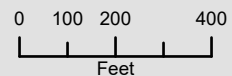


300' Radius



Subject Tract

JZ 26-706



31 18-13



**ORDINANCE NO. 1696
(JZ 26-706)**

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF JENKS, OKLAHOMA, CHANGING THE UNDERLYING ZONING OF THE DESCRIBED PROPERTY FROM RE (RESIDENTIAL ESTATE) TO AG (AGRICULTURE); REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HERewith; AND PROVIDING FOR SEVERABILITY.

.....

WHEREAS, the owner of certain real property has petitioned for the zone change of a parcel of land to Agriculture; and

WHEREAS, a public hearing on said zone change was held by the Jenks Planning Commission on September 03, 2026, and the Jenks City Council heard additional public comments on September 15, 2026, and due consideration has been given to any public comments; and

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

SECTION I. JZ 25-706 is hereby approved rezoning the following described property to AG (Agriculture):

Subdivision: a tract of land that is part of the east half of the east half of the southeast quarter of the northwest quarter (e/2 e/2 se/4 nw/4) of section thirty-one (31), township eighteen (18) north, range thirteen (13) east of the indian base and meridian, tulsa county, state of oklahoma, according to the u.s. Government survey thereof, being more particularly described as follows:

Commencing at the southeast corner of the nw/4 of said section 31; thence north 00°57'59" west along the east line thereof 211.00 feet to the northerly right-of-way line of east 116th street south and the point of beginning.

Thence south 88°47'50" west along said right-of-way line 80.00 feet;

Thence north 00°57'59" west and parallel with the east line of the nw/4 of said section 31 a distance of 916.35 feet;

Thence south 88°39'53" west 249.33 feet to the west line of the e/2 e/2 se/4 nw/4 of said section 31;

Thence north 00°57'03" west along said west line 202.45 feet to the northwest corner of the e/2 e/2 se/4 nw/4 of said section 31;

Thence north 88°39'53" east along the north line thereof 329.27 feet to the northeast corner of the e/2 e/2 se/4 nw/4 of said section 31;

Thence south 00°57'59" east along the east line thereof 1118.98 feet to the point of beginning.

Said tract of land contains 139,979.0 sq. Feet or 3.21 acres.

Bearings are based upon the oklahoma state plane coordinate system,

(3501 ok n), north american datum 1983 (nad83) using the east line of the nw/4 of sec.31, t18n, r13e as north 00°57'59" west.

And

A tract of land that is part of the east half of the east half of the southeast quarter of the northwest quarter (e/2 e/2 se/4 nw/4) of section thirty-one (31), township eighteen (18) north, range thirteen (13) east of the indian base and meridian, tulsa county, state of oklahoma, according to the u.s. Government survey thereof, being more particularly described as follows:

Commencing at the southeast corner of the nw/4 of said section 31;

Thence north 00°57'59" west along the east line thereof 211.00 feet to the northerly right-of-way line of east

116th street south; thence south 88°47'50" west along said right-of-way line 80.00 feet to the point of beginning;
Thence continuing south 88°47'50" west 43.54 feet to a point of curvature;
Thence northwesterly and continuing along said right-of-way line following a curve to the right having a radius of 533.00 feet, an arc length of 76.70 feet, a chord bearing of north 87°05'11" west and a chord length of 76.64 feet;
Thence north 00°57'59" west and parallel with the east line of the nw/4 of said section 31 a distance of 202.37 feet;
Thence north 37°44'32" west 63.84 feet;
Thence north 45°34'22" west 12.31 feet;
Thence north 55°04'52" west 53.29 feet;
Thence south 86°23'48" west 39.49 feet to the west line of the e/2 e/2 se/4 nw/4 of said section 31;
Thence north 00°57'03" west along said west line 618.05 feet;
Thence north 88°39'53" east 249.33 feet;
Thence south 00°57'59" east 916.35 feet to the point of beginning.
Said tract of land contains 193,127.8 sq. Feet or 4.43 acres.
Bearings are based upon the oklahoma state plane coordinate system, (3501 ok n), north american datum 1983 (nad83) using the east line of the nw/4 of sec.31, t18n, r13e as north 00°57'59" west.

The zoning map and zoning district of the City of Jenks is hereby amended to rezone the above legal description to AG (Agriculture).

General Location: 205 E 116th St

SECTION II. That all ordinances or parts of ordinances in conflict herewith be and the same are hereby expressly repealed.

SECTION III. If any section, sentence, clause or phrase of this ordinance or any part thereof is for any reason found to be invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remainder of this ordinance or any part thereof.

Approved this _____ day of _____ 2026

CITY OF JENKS, OKLAHOMA

MAYOR

Attest:

CITY CLERK

Approved as to form:

CITY ATTORNEY

Ordinance No. 1696

pg. 2



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

Memorandum

To: Mayor & Members of Council

From: Micheal Sanchez, Interim Finance Director

Date: September 15, 2026

Re: **Acceptance of FY2024-2025 Annual Audit Report**

Management is presenting to the council the fiscal year 2024-2025 annual audit report prepared by Hinkle & Company, PC.

Every fiscal year, management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America. Furthermore, management is also responsible for the design, implementation and maintenance of internal controls relevant to the preparation and fair representation of the financial statements that are free from material misstatement, whether due to fraud or error.

The audit was performed over the course of this fiscal year, and Hinkle expressed an unqualified opinion on our financial statements. This means that after conducting their audit in accordance with auditing standards generally accepted in the United States of America and the standards contained in the *Government Auditing Standards*, Elfrink affirms that these financial statements present fairly, in all material aspects, the financial position of the City of Jenks and all its affiliated subdivisions and authorities.

Additionally, Hinkle stated in their Independent Auditor's Report on Internal Control that they did not identify any deficiencies in internal controls that they considered to be a material weakness or significant deficiency.

Staff recommend acceptance.



CITY OF JENKS

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

September 10, 2026

Hinkle & Company, PC
5028 E. 101st Street, Suite A
Tulsa, OK 74137

This representation letter is provided in connection with your audit of the basic financial statements of The City of Jenks as of June 30, 2025 and 2024 and for the year then ended, and the related notes to the financial statements, for the purpose of expressing opinions on whether the basic financial statements present fairly, in all material respects, the financial position, results of operations, and cash flows of The City of Jenks in accordance with accounting principles generally accepted for governments in the United States of America (U.S. GAAP).

Certain representations in this letter are described as being limited to matters that are material. Items are considered material, regardless of size, if they involve an omission or misstatement of accounting information that, in the light of surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the omission or misstatement.

We confirm that, to the best of our knowledge and belief, having made such inquiries as we considered necessary for the purpose of appropriately informing ourselves as of September 10, 2026.

Financial Statements

1. We have fulfilled our responsibilities, as set out in the terms of the audit engagement dated June 18, 2025, for the preparation and fair presentation of the financial statements of the various opinion units referred to above in accordance with U.S. GAAP.
2. We acknowledge our responsibility for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.
3. We acknowledge our responsibility for the design, implementation, and maintenance of internal control to prevent and detect fraud.
4. We acknowledge our responsibility for compliance with the laws, regulations, and provisions of contracts and grant agreements.
5. We have reviewed, approved, and taken responsibility for the financial statements and related notes.
6. We have a process to track the status of audit findings and recommendations.
7. We have identified and communicated to you all previous audits, attestation engagements, and other studies related to the audit objectives and whether related recommendations have been implemented.

8. Significant assumptions used by us in making accounting estimates, including those measured at fair value, are reasonable.
9. Related party relationships and transactions have been appropriately accounted for and disclosed in accordance with the requirements of U.S. GAAP.
10. All events subsequent to the date of the financial statements and for which U.S. GAAP requires adjustment or disclosure have been adjusted or disclosed.
11. The effects of uncorrected misstatements summarized in the attached schedule and aggregated by you during the current engagement are immaterial, both individually and in the aggregate, to the applicable opinion units and to the financial statements as a whole.
12. The effects of all known actual or possible litigation and claims have been accounted for and disclosed in accordance with U.S. GAAP.
13. All component units, as well as joint ventures with an equity interest, are included and other joint ventures and related organizations are properly disclosed.
14. All funds and activities are properly classified.
15. All funds that meet the quantitative criteria in GASB Statement No. 34, Basic Financial Statements—and Management's Discussion and Analysis—for State and Local Governments, GASB Statement No. 37, Basic Financial Statements—and Management's Discussion and Analysis—for State and Local Governments: Omnibus as amended, and GASB Statement No. 65, Items Previously Reported as Assets and Liabilities, for presentation as major are identified and presented as such and all other funds that are presented as major are considered important to financial statement users.
16. All components of net position, nonspendable fund balance, and restricted, committed, assigned, and unassigned fund balance are properly classified and, if applicable, approved.
17. Our policy regarding whether to first apply restricted or unrestricted resources when an expense is incurred for purposes for which both restricted and unrestricted net position/fund balance are available is appropriately disclosed and net position/fund balance is properly recognized under the policy.
18. All revenues within the statement of activities have been properly classified as program revenues, general revenues, contributions to term or permanent endowments, or contributions to permanent fund principal.
19. All expenses have been properly classified in or allocated to functions and programs in the statement of activities, and allocations, if any, have been made on a reasonable basis.
20. All interfund and intra-entity transactions and balances have been properly classified and reported.
21. Special items and extraordinary items have been properly classified and reported.
22. Deposit and investment risks have been properly and fully disclosed.
23. Capital assets, including infrastructure assets, are properly capitalized, reported, and if applicable, depreciated.
24. All required supplementary information is measured and presented within the prescribed guidelines.
25. With regard to investments and other instruments reported at fair value:
 - a. The underlying assumptions are reasonable and they appropriately reflect management's intent and ability to carry out its stated courses of action.
 - b. The measurement methods and related assumptions used in determining fair value are appropriate in the circumstances and have been consistently applied.
 - c. The disclosures related to fair values are complete, adequate, and in accordance with U.S. GAAP.

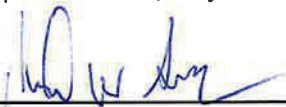
- d. There are no subsequent events that require adjustments to the fair value measurements and disclosures included in the financial statements.

Information Provided

26. We have provided you with:
 - a. Access to all information, of which we are aware that is relevant to the preparation and fair presentation of the financial statements of the various opinion units referred to above, such as records, documentation, meeting minutes, and other matters;
 - b. Additional information that you have requested from us for the purpose of the audit; and
 - c. Unrestricted access to persons within the entity from whom you determined it necessary to obtain audit evidence.
27. All transactions have been recorded in the accounting records and are reflected in the financial statements.
28. We have disclosed to you the results of our assessment of the risk that the financial statements may be materially misstated as a result of fraud.
29. We have no knowledge of any fraud or suspected fraud that affects the entity and involves:
 - a. Management;
 - b. Employees who have significant roles in internal control; or
 - c. Others where the fraud could have a material effect on the financial statements.
30. We have no knowledge of any allegations of fraud, or suspected fraud, affecting the entity's financial statements communicated by employees, former employees, vendors, regulators, or others.
31. We are not aware of any pending or threatened litigation, claims, and assessments whose effects should be considered when preparing the financial statements.
32. We have disclosed to you the identity of the entity's related parties and all the related party relationships and transactions of which we are aware.
33. There have been no communications from regulatory agencies concerning noncompliance with or deficiencies in accounting, internal control, or financial reporting practices.
34. The City of Jenks has no plans or intentions that may materially affect the carrying value or classification of assets and liabilities.
35. We have disclosed to you all guarantees, whether written or oral, under which the City of Jenks is contingently liable.
36. We have disclosed to you all nonexchange financial guarantees, under which we are obligated and have declared liabilities and disclosed properly in accordance with GASB Statement No. 70, Accounting and Financial Reporting for Nonexchange Financial Guarantees, for those guarantees where it is more likely than not that the entity will make a payment on any guarantee.
37. For nonexchange financial guarantees where we have declared liabilities, the amount of the liability recognized is the discounted present value of the best estimate of the future outflows expected to be incurred as a result of the guarantee. Where there was no best estimate but a range of estimated future outflows has been established, we have recognized the minimum amount within the range.

38. We have disclosed to you all significant estimates and material concentrations known to management that are required to be disclosed in accordance with GASB Statement No. 62 (GASB-62), Codification of Accounting and Financial Reporting Guidance Contained in Pre-November 30, 1989 FASB and AICPA Pronouncements. Significant estimates are estimates at the balance sheet date that could change materially within the next year. Concentrations refer to volumes of business, revenues, available sources of supply, or markets or geographic areas for which events could occur that would significantly disrupt normal finances within the next year.
39. We have identified and disclosed to you the laws, regulations, and provisions of contracts and grant agreements that could have a direct and material effect on financial statement amounts, including legal and contractual provisions for reporting specific activities in separate funds.
40. There are no:
- a. violations or possible violations of laws or regulations, or provisions of contracts or grant agreements whose effects should be considered for disclosure in the financial statements or as a basis for recording a loss contingency, including applicable budget laws and regulations.
 - b. Unasserted claims or assessments that our lawyer has advised are probable of assertion and must be disclosed in accordance with GASB-62.
 - c. Other liabilities or gain or loss contingencies that are required to be accrued or disclosed by GASB-62
 - d. Continuing disclosure consent decree agreements or filings with the Securities and Exchange Commission and we have filed updates on a timely basis in accordance with the agreements (Rule 240, 15c2-12).
41. The City of Jenks has satisfactory title to all owned assets, and there are no liens or encumbrances on such assets nor has any asset or future revenue been pledged as collateral, except as disclosed to you.
42. We have complied with all aspects of grant agreements and other contractual agreements that would have a material effect on the financial statements in the event of noncompliance.

Christopher Shrout, City Manager



Michael Sanchez, Interim Finance Director

**City of Jenks
Summary of Audit Differences
Year Ended June 30, 2025**

	Current Year Over (Under) Statement
Statement of activities misstatements:	None
Cumulative effect, before effect of prior year	
Effect of prior year differences-prior year	
Cumulative Effect (after effect of prior year differences)	
Reclassification of adjustments	None
Statement of financial position misstatements	
Current assets	
Total assets	
Current liabilities	
Total liabilities	
Net assets	
Beginning	
Ending	

**CITY OF JENKS CITY COUNCIL
RESOLUTION NO. 906**

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF THE SUBLEASE BY AND AMONG THE CITY OF JENKS AND SE 244 S. GATEWAY (JENKS), DST, A DELAWARE STATUTORY TRUST ("MASTER LANDLORD"), AND GATEWAY FIRST BANK, AN OKLAHOMA STATE-CHARTERED BANK ("SUBLANDLORD") (COLLECTIVELY THE LATTER TWO ENTITIES "GATEWAY") FOR THE CITY TO SUBLEASE OFFICE SPACE; AUTHORIZING THE CITY MANAGER AND CITY ATTORNEY TO NEGOTIATE ADDITIONAL DETAILS AND AMENDMENTS; AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENT AND RELATED DOCUMENTS; AND CONTAINING OTHER PROVISIONS RELATING THERETO.

WHEREAS, the City is in need of temporary office space for administrative staff to accommodate operational growth and future needs while decisions and preparations are made for permanent space; and

WHEREAS, Gateway has available office space consisting of 8,330 square feet within Suite 302 on the Third Floor of its building located at 244 Gateway Place, Jenks, OK 74037 (near Highway 75 and Main Street).

WHEREAS, The City Council of the City of Jenks approved Resolution 903 on June 23, 2026, appropriating \$320,000 for the purpose of paying for the lease.

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

SECTION 1. APPROVAL AND EXECUTION OF AGREEMENTS.

The Sublease between the City and Gateway is hereby approved and the General Manager is hereby authorized to execute same for and on behalf of the City, and to do all other lawful things to carry out the terms and conditions of the Agreement.

SECTION 2. EXECUTION OF NECESSARY DOCUMENTS.

- a) The General Manager is hereby further authorized to accept, receive, execute, attest, seal and deliver the above mentioned documents and all additional documentation, certifications and instruments and to take such further actions as may be required in connection with the transactions contemplated hereby, and are further authorized to negotiate approve and make any changes favorable to the City and in line with the City's intent to the documents approved by this Resolution, for and on behalf of the City, the execution and delivery of such documents being conclusive as to the approval of any terms contained therein.

b) The City Manager and City Attorney are jointly authorized to negotiate, approve, and execute amendments or modifications to the Agreement **provided that such amendments do not:**

- Substantially change the total dollar amount of the purchase; or
- Substantively change the nature, premises size, or scope of the property being leased.
- Non-Substantive Adjustments. Amendments authorized under Section may include, but are not limited to, revisions to timelines, procedural requirements, clerical corrections, or other administrative adjustments necessary to carry out the intent of this Resolution.

PASSED AND APPROVED THIS ____ DAY OF SEPTEMBER, 2026.

CITY OF JENKS

By: _____
MAYOR

(SEAL)

Attest

By: _____
City Clerk

SUBLEASE AGREEMENT

This Sublease Agreement (“**Sublease**”) which term includes portions of the Primary Lease, defined below, as described in Section 7(a)), dated as of October 1, 2026 (the “**Effective Date**”), is entered into by and between Gateway First Bank, an Oklahoma state chartered bank (“**Sublandlord**”) and The City of Jenks, Oklahoma, a municipal corporation (“**Subtenant**” and, together with Sublandlord, collectively referred herein as the “**Parties**” or individually as a “**Party**”).

RECITALS

A. Sublandlord as tenant and 244 GATEWAY LLC, an Oklahoma limited liability company, as predecessor in interest to Tulsa Fee Owner, LLC, an Oklahoma limited liability company, as landlord (“**Prime Landlord**”) entered into that certain Lease dated January 1, 2021 (“**Lease**”), as amended by First Amendment to Lease dated May 1, 2021 (“**First Amendment**”), collectively the Lease and First Amendment, the “**Primary Lease**”), pursuant to which Sublandlord leases multiple suites from Prime Landlord in the premises located at 244 South Gateway Place, Jenks, Oklahoma, consisting of approximately 86,000 rentable square feet (“**Primary Premises**”). The Primary Premises includes, but is not limited to, the approximately 8,330 square foot area on the Third Floor of the Building (“**Building**”) that is identified on the attached Exhibit A (the “**Premises**”). Sublandlord and Subtenant agree that for all purposes of this Sublease and the Work Letter set forth in Exhibit C, attached hereto and incorporated hereby (“**Premises Work Letter**”), the Premises shall be deemed to consist of 8,330 square feet regardless of the actual square foot area of the Premises as determined by any measurement or remeasurement of the Premises.

B. Sublandlord desires to sublease the Premises to Subtenant, and Subtenant desires to sublease the Premises from Sublandlord, in accordance with the terms and conditions of this Sublease.

C. The Primary Lease Term expires by its terms on December 31, 2035 (“**Primary Lease Termination Date**”).

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Defined Terms. All capitalized terms not otherwise defined in this Sublease shall have the definitions contained in the Primary Lease.

2. Demise. Sublandlord hereby subleases the Premises to Subtenant, and Subtenant hereby subleases the Premises from Sublandlord.

3. Term.

(a) The term of this Sublease (“**Sublease Term**”) shall commence upon the earlier of i) the date that the Premises are delivered to Subtenant with the Substantial Completion of the Sublandlord Work (as defined below) or ii) January 1, 2027 if Sublandlord has delivered the Premises with Sublandlord Work described in Exhibit C attached hereto, substantially complete, provided however,

that if the Sublandlord Work is not Substantially Complete by January 1, 2027 as a result of Subtenant Delay (as defined below), the commencement date shall nonetheless be deemed to be January 1, 2027, or if Substantially Completed earlier, the date on which the Premises would have been Substantially Completed if not for the Tenant Delay, as reasonably determined by Sublandlord (“**Sublease Commencement Date**”) and shall expire at midnight on December 31, 2030 (“**Sublease Expiration Date**”), unless sooner terminated or cancelled in accordance with the terms and conditions of this Sublease. Subtenant’s obligation to pay rent shall commence on the first day of the month following Subtenant’s commencement of operations in the Premises after the Sublease Commencement Date (“**Sublease Rent Commencement Date**”). Notwithstanding the foregoing, and except in the event of Subtenant Delay (as defined below), if Sublandlord does not deliver the Premises on or before the Sublease Rent Commencement Date, the Sublease Rent Commencement Date shall be delayed until the date the Premises is delivered to Subtenant with Substantial Completion of the Sublandlord Work. Additionally, on or before the Rent Commencement Date, Subtenant shall have paid Sublandlord for all work completed in regard to the Sublandlord Work on said date and shall promptly pay Sublandlord any amounts due after the Rent Commencement Date upon Sublandlord’s providing evidence that said work has been completed. “Subtenant Delay” shall mean (a) any failure of Subtenant to timely furnish any information or deliver or approve any required documents such as the preliminary space plans, Final Space Plan, Initial Plans, or Final Plans (whether preliminary, interim revisions or final), pricing estimates, construction bids, and the like within the time periods required by Subtenant pursuant to the Premises Work Letter, and if no time period is set forth in the Premises Work Letter, Subtenant shall have a minimum of three (3) business days to respond; (b) because of any change by Subtenant to the preliminary space plans, Final Space Plan, Initial Plans, or Final Plans, after initial approval of the same; (c) because Subtenant fails to attend any meeting with Sublandlord, the architect, any design professional, or any contractor, or their respective employees or representatives, as may be required or scheduled to complete the Sublandlord Work or otherwise necessary in connection with the preparation or completion of any construction documents, such as the preliminary space plans, Final Space Plan, Initial Plans, or Final Plans, or in connection with the performance of the Sublandlord Work; (d) because of any specification by Subtenant of materials or installations in addition to or other than Prime Landlord’s standard finish-out materials or any materials that are not readily available; or (e) because Subtenant otherwise delays completion of the Sublandlord Work.

(b) Subtenant shall not be entitled to exercise any options to extend or renew the Sublease Term or the “Lease Term,” as defined in the Primary Lease.

(c) If for any reason the term of the Primary Lease is terminated prior to the Sublease Expiration Date (including, without limitation by election of Prime Landlord or Sublandlord pursuant to the Primary Lease), this Sublease shall terminate on the date of such termination, and Sublandlord shall not be liable to Subtenant for such termination, except as expressly provided in this Sublease.

Notwithstanding the foregoing, Sublandlord shall not affirmatively elect to terminate the Primary Lease with respect to the Premises for any reason without Subtenant's consent, and, if Sublandlord materially defaults under the Primary Lease with respect to the Premises in a way that materially and adversely affects Subtenant's rights to use the Premises under this Sublease, it shall be a default of Sublandlord under this Sublease.

4. Permitted Use. Subtenant shall use and occupy the Premises solely in accordance with, and as permitted under, the terms of the Primary Lease and for no other purpose.

5. Payment of Monthly Gross Rent.

(a) The annual Base Rent commencing on the Sublease Rent Commencement Date shall be (\$20.00) per square foot, which amount shall increase by three percent (3.0%) on each anniversary of the Sublease Rent Commencement Date ("**Base Rent**"). Each twelve (12) month period starting on the Sublease Rent Commencement Date shall be a "**Lease Year.**" Base Rent shall be payable in equal monthly installments in advance on the first day of each calendar month during the Sublease Term from and after the Sublease Rent Commencement Date and sent or delivered to Sublandlord's Address for Notices as set forth herein or such other place as may from time to time be designated in writing by Sublandlord. If the Sublease Rent Commencement Date is other than the first day of a calendar month, the prepaid Base Rent for such partial month shall be prorated for the month. No payment by Subtenant or receipt by Sublandlord of a lesser amount than the correct Base Rent due herein shall be deemed to be other than a payment on account; nor shall any endorsement or statement on any check or any letter accompanying the check or payment be deemed to effect or evidence an accord and satisfaction; and Sublandlord may accept such check or payment without prejudice to Sublandlord's right to recover the balance or pursue any other remedy in this Sublease or at law or in equity provided. The Base Rent shall be payable in the following amounts during the Sublease Term:

<u>Period</u>	<u>Monthly Base Rent</u>
First Lease Year	\$13,883.33
Second Lease Year	\$14,299.83
Third Lease Year	\$14,728.83
Fourth Lease Year (ending on the Sublease Expiration Date)	\$15,170.69

(b) Notwithstanding anything to the contrary in this Sublease or the Primary Lease, this Sublease is intended to be a gross lease. Subtenant does not owe any other recurring monthly payments, other than Base Rent as set forth above, under the Primary Lease or this Sublease, including but not limited to: Property Taxes, Operating Expenses, Additional Rent Amounts, and Parking Rent, all of which Sublandlord agrees to timely pay in accordance with the terms and conditions of the Primary Lease with regard to the Premises. Notwithstanding the foregoing, any requests by Subtenant for additional services or materials from the Prime Landlord (“**Additional Services**”) shall be at Subtenant’s sole cost and expense. To the extent Sublandlord pays any amounts to Prime Landlord for the Additional Services, such amounts shall constitute rent payable pursuant to this Sublease and failure to timely pay the same shall constitute an event of default under the Sublease.

(c) All Base Rent shall be due and payable without demand therefore unless otherwise designated by Sublandlord and without any deduction, offset, abatement, counterclaim, or defense. The Base Rent payable on account of any partial calendar month during the Sublease Term, if any, shall be prorated.

(d) Within thirty (30) days following the Sublease Commencement Date, the Parties shall execute and deliver to the other a certificate setting forth the Sublease Commencement Date, and the Rent Commencement Date.

6. Security Deposit. Upon execution of this Sublease, Subtenant is depositing \$13,883.33 with Sublandlord as security for Subtenant’s payment of Base Rent and performance of its other obligations under this Sublease (“**Security Deposit**”). If Subtenant defaults in the performance or observance of any term or condition of this Sublease, beyond any applicable notice and cure period set forth in this Sublease, Sublandlord may use all or part of the Security Deposit for payment of Base Rent, or for payment of any other amount that Sublandlord may spend or become obligated to spend by reason of such default, or for the payment to Sublandlord of any other loss or damage that Sublandlord may suffer by reason of Subtenant’s default. If Sublandlord so uses any portion of the Security Deposit, Subtenant will restore the Security Deposit to its original amount within five (5) days after written demand from Sublandlord. Sublandlord will not be required to keep the Security Deposit separate from its own funds, and Subtenant will not be entitled to interest on the Security Deposit. The Security Deposit will not be a limitation on Sublandlord’s damages or other rights under this Sublease or a payment of liquidated damages, or an advance payment of Base Rent. Sublandlord will return the unused portion of the Security Deposit to Subtenant within thirty (30) days after the end of the Sublease Term. Sublandlord may deliver the Security Deposit to an assignee of Sublandlord’s interest in the Premises, and upon such delivery Sublandlord is discharged from further liability to Subtenant with respect to it. If Sublandlord does not deliver any unused portion of the Security Deposit to such assignee, then Sublandlord shall promptly return the Security Deposit to Subtenant.

7. Incorporation of Primary Lease by Reference.

(a) The terms, covenants, and conditions of the Primary Lease are incorporated herein by reference, except (i) as set forth in Section 7(b) below; (ii)

to the extent they are modified by the terms of this Sublease; and (iii) except to extent they apply to portions of the Primary Premises other than the Premises. The obligations of Prime Landlord under the Primary Lease remain the responsibility of Prime Landlord and shall not be the responsibility of Sublandlord. Except as otherwise provided herein, every term, covenant, and condition of the Primary Lease inuring to the benefit of Prime Landlord shall, in respect of this Sublease, inure to the benefit of Sublandlord and every term, covenant, and condition of the Primary Lease binding on Sublandlord shall, in respect of this Sublease and the Premises, be binding on Subtenant, and for purposes of interpreting those terms, covenants, and conditions, whenever the term “**Landlord**” appears, the word “**Sublandlord**” shall be substituted therefore; whenever the term “**Tenant**” appears, the word “**Subtenant**” shall be substituted therefore; wherever the term “**Premises**” appears, the word “**Premises**” shall still be used, but it shall mean the Premises as described in this Sublease; and wherever the term “**Rentable Area of the Premises**” appears in the Primary Lease, it shall mean the Premises as defined herein. Sublandlord shall timely pay Rent owed by Sublandlord to Prime Landlord under the Primary Lease for the Premises.

(b) Notwithstanding the foregoing: (i) the following Articles, Sections, paragraphs and exhibits of the Primary Lease (including amendments as referenced) shall **not** be incorporated into this Sublease: Primary Lease: Section 1 (Demised Premises), Section 4 (Term), Section 5 (Rent), Section 5(b) (Additional Rent), Section 21 (Landlord’s Address for Notices), Section 21 (Tenant’s Address for Notices), Section 4.02 (Payment), Section 14 (Condemnation), Section 17 (Financial Statements), Section 26 (Surrender), Section 21 (Notices), First Amendment Sections 3, 5, 6, 7, 10, 11, 12, 13, 14, 15, 16, and 17 Exhibits A, B, C, D E-1, E-2, and F; and (ii) the time limits contained in the Primary Lease for Sublandlord, as tenant, to give notices, make demands, or perform any act, covenant, or condition or to exercise any right, remedy, or option, are modified herein by shortening the same in each instance by five (5) days. In case such time limits in the Primary Lease are ten (10) days or less, those time limits are modified herein by shortening the same by fifty percent (50%) (rounded to the nearest whole day). If any of the express provisions of this Sublease shall conflict with any of the provisions of the Primary Lease, then as between Prime Landlord and Sublandlord or Subtenant the terms of the Primary Lease shall govern but as between Sublandlord and Subtenant the provisions of this Sublease shall control.

(c) Notwithstanding anything to the contrary herein, any provision of the Primary Lease incorporated into this Sublease that requires the consent of Prime Landlord shall require the consent of Prime Landlord and Sublandlord. Whenever the consent of Prime Landlord is required under the Primary Lease, Sublandlord shall use reasonable efforts to obtain such consent, at Subtenant’s sole cost and expense.

8. Performance by Sublandlord. Notwithstanding any other provision of this Sublease, and including the Sublandlord Work, Sublandlord shall be obligated to provide the services set forth on

Exhibit D hereto or as needed, to cause the compliance with or performance of, any of the terms and conditions required to be performed by Prime Landlord under the terms of the Primary Lease (“**Prime Landlord’s Obligations**”). Notwithstanding the foregoing, on the written request of Subtenant, Sublandlord shall make a written demand on Prime Landlord to perform Prime Landlord’s Obligations with respect to the Premises if Prime Landlord fails to perform the same within the time frame and in the manner required under the Primary Lease. If (a) Prime Landlord fails to perform Prime Landlord’s Obligations within the time periods set forth in the Prime Lease after delivery of such written demand, (b) such failure materially or adversely impacts Subtenant’s ability to operate within the Premises, and (c) Sublandlord fails to take reasonable action to exercise the remedies available to it under the Prime Lease, then Subtenant may provide written notice to Sublandlord of such failures. Upon receipt of any such notice, Sublandlord shall promptly review and undertake such measures as reasonably necessary to address any such failure. If the failure addressed in the notice materially affects Subtenant’s use and enjoyment of the Premises, Sublandlord shall use commercially reasonable efforts to address the same within three (3) business days of the date of receipt of such notice. In all other instances, if, within thirty (30) days following such written notice, Sublandlord does not (1) commence to perform Prime Landlord’s Obligations, (2) commence to cause Prime Landlord to perform Prime Landlord’s obligations, or (3) commence to exercise the remedies available to it under the Prime Lease, then Subtenant may terminate this Sublease. If Sublandlord brings an action against Prime Landlord to enforce Prime Landlord’s obligations under the Primary Lease with respect to the Premises, all costs and expenses (including, without limitation, reasonable attorneys’ fees and expenses) so incurred by Sublandlord in connection therewith with respect to the Premises (which shall be proportionately allocated based on the square footage of the Premises compared to the square footage of the Primary Premises). Upon compliance with the terms and conditions of this Sublease, Subtenant shall and may peacefully and quietly hold and enjoy the Premises for the Sublease Term free from any interference from Sublandlord or by and through Sublandlord and its successors or assigns.

9. Subordination to Primary Lease. This Sublease is subject and subordinate to the Primary Lease. A copy of the Primary Lease is attached hereto as Exhibit B and made a part of this Sublease.

10. Access to Premises. Sublandlord shall provide Subtenant, and Subtenant’s designated employees, contractors and agents, with access cards to access the entries to the lobby of the Primary Premises during normal business hours (6 a.m. to 6 p.m., Monday through Friday) and for access to the Premises. Weekend and access outside of normal business hours shall be coordinated with Sublandlord, and Sublandlord agrees to reasonably provide access as requested. Subtenant shall provide Sublandlord with a list of persons to whom access cards are to be issued, and shall promptly update the list when changes occur, or when an access card is lost or stolen. The first card for any person on the list shall be issued free of charge, and Subtenant shall be obligated to pay Sublandlord \$10.00 for any replacement card. Subtenant agrees that it and all persons who it designates to have access shall only use such access cards to the Primary Premises and the Premises for business purposes. Sublandlord shall have the right to access the Premises upon reasonable advance notice or at the invitation of Subtenant to allow Sublandlord to provide the services contemplated of Sublandlord under this Sublease, and at any time for to address an emergency situation or breach of this Sublease by Subtenant.

11. Representations of Sublandlord. Sublandlord represents and warrants the following is true and correct as of the date hereof:

(a) Sublandlord is the tenant under the Primary Lease and has the capacity to enter into this Sublease with Subtenant, subject to Prime Landlord's consent.

(b) The Primary Lease attached hereto as Exhibit B is a true, correct, and complete copy of the Primary Lease, is in full force and effect, and has not been further modified, amended, or supplemented except as expressly set out herein.

(c) Sublandlord has not received any notice, and has no actual knowledge, of any default by Sublandlord under the Primary Lease.

12. Parking. Subtenant shall have at no additional cost to Subtenant, (a) the non-exclusive use, on a first-come, first-serve basis of all outdoor surface stalls in the outdoor parking lots immediately surrounding the Building that are not otherwise exclusive to Sublandlord or any other tenant or user of the Building. The location of the Reserved Spaces may be specified by Sublandlord. In addition to the Reserved Spaces, Subtenant may have the non-exclusive right to use on a first-come, first-served basis those remaining parking spaces in the Building's existing parking area that are leased to Sublandlord under the Primary Lease ("Parking"); provided, however, Subtenant's use of the Parking shall be at Subtenant's sole cost, expense, and liability, and Subtenant shall indemnify and hold harmless Sublandlord for any loss, claim damages or liability arising out of the use of Parking by Subtenant and any of Subtenant's officers, directors, affiliates, employees, invitees, guests or contractors.

13. AS-IS Condition. Subject to Sublandlord's Work, which shall be constructed in compliance with all Applicable Laws, Subtenant accepts the Premises in its current, "as-is" condition. Sublandlord shall have no obligation to furnish or supply any work, services, furniture, fixtures, equipment, or decorations, except as expressly provided in this Sublease and as set forth on Exhibit F hereto. With respect to the items listed on Exhibit F, Subtenant shall maintain the same during the term of this Sublease in good repair, and shall return them to Sublandlord at termination of this Sublease in substantially the same condition, ordinary wear and tear excepted. Sublandlord shall deliver the Premises in broom clean condition and shall perform the Sublandlord Work in compliance with all Applicable Laws. On or before the Sublease Expiration Date or earlier termination or expiration of this Sublease, Subtenant shall restore the Premises to its condition as of the Sublease Commencement Date, normal wear and tear and casualty and condemnation excepted. The obligations of Subtenant hereunder shall survive the expiration or earlier termination of this Sublease. Notwithstanding the foregoing, before delivering the Premises to the Subtenant, Sublandlord will Substantially Complete the work set forth in Exhibit C ("**Sublandlord Work**") attached below. Sublandlord will not have to perform any Sublandlord Work if the Sublandlord Work is not approved by the Prime Landlord. Sublandlord will use reasonable efforts to get approval from Prime Landlord for Sublandlord Work. Except in the event of Subtenant Delay, in the event all Prime Landlord approvals of the Sublandlord Work required pursuant to the Work Letter attached as Exhibit C to this Sublease ("**Primary Premises Work Letter**") are not obtained within 7 – 10 days from Sublandlord's Request, either party may terminate this Sublease by giving written notice to the other party and in such event this Sublease shall be of no further force and effect except those provisions that expressly survive termination, and Sublandlord shall return any prepaid rent and the Security Deposit. Sublandlord agrees at its cost, but subject to reimbursement by Subtenant of the Excess Costs as set forth in the Premises Work Letter, to comply with the requirements and to use commercially reasonable efforts to cause Prime Landlord to comply with its requirements as set forth in Primary Premises Work Letter.

14. Personal Property. Within thirty (30) days of the Effective Date, Subtenant shall notify

Sublandlord in writing of any furnishings or other personal property on the Premises as of the Effective Date that Subtenant wants removed prior to the Sublease Commencement Date (“**Rejected Property**”), and Sublandlord shall remove such Rejected Property prior to the Sublease Commencement Date to the extent Sublandlord owns or has the right to remove such Rejected Property. Any furnishings or other personal property brought to Premises by Subtenant (“Subtenant FF&E”) shall be the property of Subtenant and shall be removed from the Premises upon termination of this Sublease. Any Subtenant FF&E remaining on the Premises 30 days after the termination of this Sublease shall become the property of Sublandlord. Subtenant’s FF&E shall be removed by Subtenant on or before the Sublease Expiration Date or other expiration of this Sublease to the extent such furnishings are not attached to the Premises, and Subtenant shall repair any damage to the Premises caused by such removal.

15. No Relocation. Sublandlord shall have no right to relocate Subtenant to another premises.

16. No Privity of Estate; No Privity of Contract. Nothing in this Sublease shall be construed to create privity of estate or privity of contract between Subtenant and Prime Landlord.

17. No Breach of Primary Lease. Subtenant shall not do or permit to be done any act or thing, or omit to do anything, which may constitute a breach or violation of any term, covenant, or condition of the Primary Lease, notwithstanding such act, thing, or omission is permitted under the terms of this Sublease.

18. Subtenant Defaults; Sublandlord Remedies. If Subtenant defaults in the performance of any term or condition of this Sublease, then Sublandlord may exercise any right or remedy provided for in Section 15 of the Primary Lease. Provided, however, that in the case of: (i) a life safety or property related emergency; or (ii) a default which must be cured within a time frame set out in the Primary Lease which does not allow sufficient time for prior notice to be given to Subtenant, Sublandlord may remedy any such default without being required first to give notice to Subtenant. Any reasonable cost and expense (including, without limitation, reasonable attorneys’ fees and expenses) so incurred by Sublandlord shall be due and payable by Subtenant to Sublandlord within fifteen (15) days after notice from Sublandlord.

19. Prime Landlord Consent to Sublease. This Sublease is expressly conditioned on: (a) Prime Landlord’s written consent to this Sublease to Subtenant in substantially the form attached hereto as Exhibit G; (b) Prime Landlord’s written consent to the Sublandlord Work; and (c) Sublandlord obtaining the written consent of any mortgagee, ground lessor, or other third party required under the Primary Lease (collectively, “**Prime Landlord Consent**”), and neither party shall have any liability to the other if Prime Landlord Consent is not obtained. If, despite commercially reasonable efforts by Sublandlord, Prime Landlord Consent is not obtained within thirty (30) days following the Effective Date, either party may terminate this Sublease by giving written notice to the other party and the Sublandlord shall promptly return the Security Deposit to Subtenant. In addition, and notwithstanding any other provision of this Sublease or the Primary Lease, any assignment or subletting pursuant to Section 19, and any other elections that Subtenant makes pursuant to the terms of this Sublease shall be expressly conditioned on obtaining Prime Landlord’s written consent even if such elections have been approved by the Sublandlord.

20. Assignment or Subletting. Subtenant shall not sublet all or any portion of the Premises or assign, encumber, mortgage, pledge, or otherwise transfer this Sublease (by operation of law or otherwise) or any interest therein, except (1) in compliance with the terms of the Primary Lease, including obtaining the prior written consent of Prime Landlord, and (2) with the prior written consent of Sublandlord, which

consent may be withheld in its sole and absolute discretion.

21. Holdover. Notwithstanding any other provisions in the Primary Lease or this Sublease, if Subtenant does not surrender possession of the Premises to Sublandlord immediately upon the expiration or earlier termination of this Sublease in the condition provided for in this Sublease, including, without limitation, having removed therefrom Subtenant's FF&E from the Premises in accordance with Section 14, Sublandlord shall be entitled to recover from Subtenant, in addition to any other damages or remedies permitted under this Sublease, any amounts Sublandlord is required to pay to Prime Landlord as a result of Sublandlord's inability to tender possession of the entire Premises, as defined in the Primary Lease, to Prime Landlord when and in the condition required under the Primary Lease.

22. Insurance. Subtenant shall maintain the same insurance that Sublandlord is required to maintain under the Primary Lease, provided, however, Subtenant must name Sublandlord, Prime Landlord, and Prime Landlord's mortgagee (to the extent such name is provided in writing to Subtenant) as additional insureds; Subtenant must deliver copies of policies and certificates of insurance evidencing the required coverage to Sublandlord and, if requested, Prime Landlord and Prime Landlord's mortgagee. Subtenant's insurance shall provide that Subtenant, and if, requested, Prime Landlord and Prime Landlord's mortgagee, be given notification in writing 30 days prior to cancellation of, material change in, or failure to renew, the insurance and, in such event, Subtenant shall promptly notify Sublandlord in writing. Notwithstanding any other provision in this Sublease to the contrary, Sublandlord and Subtenant hereby release one another, and Subtenant releases Prime Landlord, from any and all liability or responsibility (to the other or anyone claiming through or under them by way of subrogation or otherwise) for any loss or damage covered by property insurance or required to be covered by property insurance under this Sublease (with respect to Subtenant) or the Primary Lease (with respect to the property insurance required to be maintained by Sublandlord), even if such loss or damage shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible.

23. Damage or Destruction. If all or any portion of the Premises is damaged or taken in such a way that does not allow the Subtenant to continuously operate in the Premises and the Premises cannot be restored within 60 days, or if Sublandlord is unable to obtain the approval of Prime Landlord to restore the Premises, then either party may terminate this Sublease by promptly giving written notice to the other Party.

24. Taking. If the entire Premises or so much of the Premises as to render the balance unusable by Subtenant shall be taken by condemnation, sale in lieu of condemnation or in any other manner for any public or quasi-public purposes, and if Sublandlord, at its option, is unwilling or unable to provide substitute premises reasonably acceptable to Subtenant containing at least as much rentable area as the Premises, then this Sublease shall terminate on the date that title or possession to the Premises is taken by the condemning authority, whichever is earlier. If the Sublease is not so terminated, the Base Rent payable hereunder shall be proportionately abated to the extent of any actual loss of use of the Premises by Subtenant.

25. Notices. All notices and other communications required or permitted under this Sublease shall be given in the same manner as in the Primary Lease, provided, however, the Parties may also send notice by email as long as such email notice is promptly followed by another means of notice set forth in the Primary Lease (which secondary notice is not subject to timing requirements). Notices shall be addressed to the addresses set out below:

To Sublandlord Gateway First Bank:

Gateway First Bank
244 South Gateway Place
Jenks, OK 74037
Attn: General Counsel

With a Copy to:
Gateway First Bank
244 South Gateway Place
Jenks, OK 74037
Attention: Lease Department
E-mail: leases@gatewayfirst.com

To Subtenant (on and after Sublease
Commencement Date):

26. Brokers. Sublandlord and Subtenant each represent to the other that it has not dealt with any broker in connection with this Sublease and the transactions contemplated hereby, other than Whitebox Real Estate, LLC, as agent for Sublandlord. Sublandlord and Subtenant shall each indemnify the other against all costs, expenses, attorneys' fees, liens and other liability for commissions or other compensation claimed by any other broker or agent claiming the same, by through, or under the indemnifying party.

27. Entire Agreement. This Sublease contains the entire agreement between the parties regarding the subject matter contained herein and all prior negotiations and agreements are merged herein. If any provisions of this Sublease are held to be invalid or unenforceable in any respect, the validity, legality, or enforceability of the remaining provisions of this Sublease, as applicable, shall remain unaffected.

28. Amendments and Modifications. This Sublease may not be modified or amended in any manner other than by a written agreement signed by the party to be charged. Sublandlord may join with Prime Landlord in amending the Primary Lease in any manner that does not materially and adversely affects the rights of Subtenant under this Sublease without Subtenant's consent. Sublandlord may not join with Prime Landlord in amending the Primary Lease in a manner that does materially and adversely affects the rights of Subtenant under this Sublease without Subtenant's consent.

29. Successors and Assigns. The covenants and agreements contained in this Sublease shall bind and inure to the benefit of Sublandlord and Subtenant and their respective permitted successors and assigns.

30. Counterparts. This Sublease may be executed in any number of counterparts, each of which when so executed, either with ink or using a docusign program, and delivered shall be deemed an original

for all purposes, and all such counterparts shall together constitute but one and the same instrument. A signed copy of this Sublease; either with ink, electronically or using a docusign program, shall be deemed to have the same legal effect as delivery of an original signed copy of this Sublease.

31. Choice of Law. This Sublease shall be governed by, and construed in accordance with, the laws of the State of Oklahoma, without regard to conflict of law rules.

32. Hazardous Materials. Sublandlord shall indemnify, defend and hold harmless Subtenant from all losses, claims, demands, actions, expenses, liabilities and costs (including reasonable attorneys' fees and expenses) to the extent arising out of or in any way related to the presence of any Hazardous Materials introduced to the Premises by Sublandlord or its agents, employees, contractors, customers or invitees.

32. Conference Rooms/Common Areas. Subtenant shall have access to the First (1st) floor conference room known as "On Time Every Time" conference room and third (3rd) floor conference room subject to availability as determined by Sublandlord, and upon reasonable advanced notice to the receptionist or the Facilities Manager for Sublandlord. Sublandlord agrees to cooperate in good faith to make such conference rooms available upon request. Additionally, Subtenant shall have reasonable access to and use of the common areas on the first and third floors.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Sublease to be executed as of the Effective Date.

SUBTENANT:

SUBLANDLORD: Gateway First Bank

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

EXHIBIT A

DEPICTION OF PREMISES



EXHIBIT B
PRIMARY LEASE

EXHIBIT C

PREMISES WORK LETTER

Acceptance of Premises. Except as set forth in this Exhibit C, Subtenant accepts the Premises in their "AS IS" condition on the date that this Sublease is entered into.

Approved Plans. Subtenant and Sublandlord have approved plans prepared by GSHELMS & ASSOCIATES, LLC dated 08.18.2026 and attached hereto as Exhibit C-1 (the "Approved Plans").

Sublandlord and Landlord's Approvals; Performance of Work. If any of Subtenant's proposed construction work will affect the Building's Structure or the Building's Systems, then the working drawings pertaining thereto must be approved by the Building's engineer of record. Sublandlord's approval of such working drawings shall not be unreasonably withheld, provided that (i) they comply with all Laws, (ii) the improvements depicted thereon do not 1. adversely affect (in the reasonable discretion of Sublandlord) the Building's Structure or the Building's Systems (including the Project's restrooms or mechanical rooms), or 2. affect (in the sole discretion of Sublandlord) a. the exterior appearance of the Primary Premises, b. the appearance of the Primary Premise's common areas or elevator lobby areas or c. the provision of services to other occupants of the Primary Premises, (iii) such working drawings are sufficiently detailed to allow construction of the improvements and associated work in a good and workmanlike manner, and (iv) the improvements depicted thereon conform to the rules and regulations promulgated from time to time by Landlord for the construction of tenant improvements (a copy of which has been delivered to Subtenant), and any consent of the Landlord necessary for the same has been received by Sublandlord. Sublandlord shall use reasonable best efforts to secure any Landlord approvals required. As used herein, "Approved Plans" means the final working drawings approved by Sublandlord, as amended from time to time by any approved changes thereto, and "Work" means all improvements to be constructed in accordance with and as indicated on the Approved Plans, together with any work required by governmental authorities to be made to other areas of the Premises as a result of the improvements indicated by the Approved Plans. Sublandlord's approval of the Approved Plans shall not be a representation or warranty of Sublandlord that such drawings are adequate for any use or comply with any Law, but shall merely be the consent of Sublandlord thereto. Subtenant shall, at Sublandlord's request, sign and date the Approved Plans to evidence its review and approval thereof. Subject to the above provisions of this Premises Work Letter, Sublandlord shall construct the improvements to the Premises which are prescribed in the Approved Plans and in accordance with the Approved Bid (as defined below).

Approved Bid. Subtenant and Sublandlord have approved bid prepared by Crown Office Furnishings dated 08.26.2026 and attached hereto as Exhibit C-2. Sublandlord has also approved bids from C&C Construction dates 09.09.2026 and attached hereto as Exhibit C-3 (the "Approved Bids").

Change Orders. Subtenant may request Sublandlord initiate changes in the Work. Each

such change must receive the prior written approval of Sublandlord, such approval shall be granted or withheld in accordance with the standards set forth above; additionally, if any such requested change might delay the Commencement Date, Sublandlord may withhold its consent in its sole and absolute discretion. Sublandlord shall, upon completion of the Work, cause to be prepared accurate architectural, mechanical, electrical and plumbing “as-built” plans of the Work as constructed in both blueprint and electronic CADD format, which plan shall be incorporated into this Exhibit “C” by this reference for all purposes. If Subtenant requests any changes to the Work described in the Approved Plans, then such increased costs and any additional design costs incurred in connection therewith as the result of any such change shall be added to the Total Construction Costs.

Definitions. As used herein, a “Subtenant Delay Day” means each day of delay in the performance of the Work that occurs (i) because Subtenant fails to timely furnish any information or deliver or approve any required documents such as the Approved Plans (whether preliminary, interim revisions or final), pricing estimates, construction bids, and the like, (ii) because of any change by Subtenant to the Approved Plans, (iii) because Subtenant fails to attend any meeting with Sublandlord, the Architect, any design professional, or any contractor, or their respective employees or representatives, as may be required or scheduled hereunder or otherwise necessary in connection with the preparation or completion of any construction documents, such as the Approved Plans, or in connection with the performance of the Work, (iv) because of any specification by Tenant of materials or installations in addition to or other than Landlord’s standard finish-out materials or any materials that are not readily available, or ((v) because a Subtenant Party otherwise delays completion of the Work. As used herein “Substantial Completion,” “Substantially Completed,” and any derivations thereof mean the Work in the Premises is substantially completed (as reasonably determined by Sublandlord) in substantial accordance with the Approved Plans. Substantial Completion shall have occurred even though minor details of construction, decoration, landscaping and mechanical adjustments remain to be completed by Sublandlord.

Walk-Through; Punchlist. When Sublandlord considers the Work in the Premises to be Substantially Completed, Sublandlord will notify Subtenant and, within three business days thereafter, Sublandlord’s representative and Subtenant’s representative shall conduct a walk-through of the Premises and identify any necessary touch-up work, repairs and minor completion items that are necessary for final completion of the Work. Neither Sublandlord’s representative nor Subtenant’s representative shall unreasonably withhold his or her agreement on punch list items. Sublandlord shall use reasonable efforts to cause the contractor performing the Work to complete all punch list items within thirty (30) days after agreement thereon; however, Sublandlord shall not be obligated to engage overtime labor in order to complete such items.

Excess Costs. Subtenant shall pay to Sublandlord the Total Construction Costs (hereinafter defined) upon full execution of this Sublease and prior to construction start. Upon approval of the Approved Plans and selection of a contractor, Subtenant shall promptly (i) execute a work order agreement prepared by Sublandlord which identifies such drawings and itemizes the Total Construction Costs, and (ii) pay to Sublandlord ten percent (10%) of Sublandlord’s estimate of the Total Construction Costs. Upon Substantial Completion of

the Work and before Subtenant occupies the Premises to conduct business therein, Subtenant shall pay to Sublandlord any remaining unpaid portion of Total Construction Costs. In the event of default of payment of any portion of the Total Construction Costs, Sublandlord (in addition to all other remedies) shall have the same rights as for an Event of Default under this Sublease. As used herein, "Total Construction Costs" means the entire cost of performing the Work, including design of and space planning for the Work and preparation of the Working Drawings and the final "as-built" plan of the Work, costs of construction labor and materials, electrical usage during construction, additional janitorial services, standard building directory and suite tenant signage, related taxes and insurance costs, licenses, permits, certifications, surveys and other approvals required by Law, and the construction supervision fee referenced below.

Construction Management. Sublandlord or its Affiliate or agent shall supervise the Work, make disbursements required to be made to the contractor, and act as a liaison between the contractor and Tenant and coordinate the relationship between the Work, the Project and the Building's Systems. In consideration for Sublandlord's construction supervision services, Subtenant shall pay to Sublandlord a construction supervision fee equal to five percent (5.0%) of the Total Construction Costs (exclusive of the construction supervision fee).

Construction Representatives. Sublandlord's and Subtenant's representatives for coordination of construction and approval of change orders will be as follows, provided that either party may change its representative upon written notice to the other:

Sublandlord's Representative: Earl Dunham

Subtenant's Representative: _____

Miscellaneous. To the extent not inconsistent with this Exhibit, Section 3 of this Sublease shall govern the performance of the Work and Landlord's and Tenant's respective rights and obligations regarding the improvements installed pursuant thereto.

EXHIBIT C-1

APPROVED PLANS

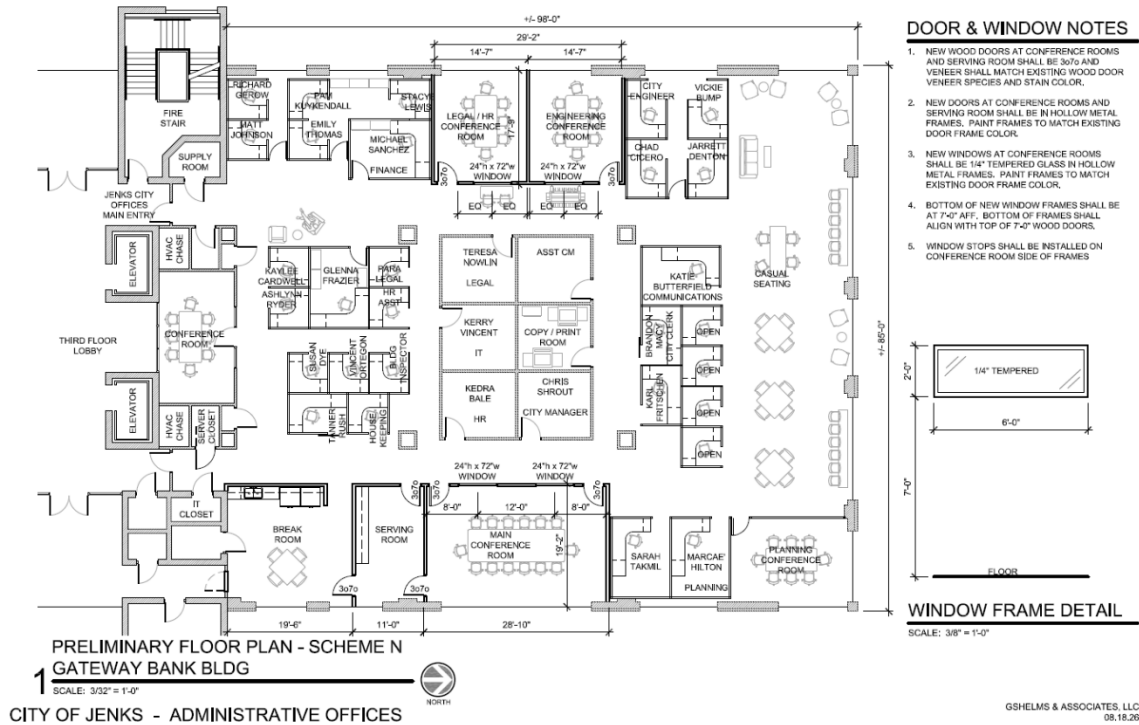




EXHIBIT C-2

APPROVED BID



NEW ADDRESS

8532 E 41st St Tulsa, OK 74145
Ph 918-663-6704

Proposal

Name / Address
Gateway First Bank Gateway 224 S Gateway Place Jenks, OK 74037

Quote#	36826
Date	8/26/2026
Rep	Dave

Qty	Item	Description	Price Each	Total
		AREA 1-7 Reconfigure existing cubicle panels and components to create 102" high walls facing the interior/open space. Provide and install three (3) 36" lockable swinging doors. Configure remaining walls within these areas at 78" high. AREA 10-13 Reconfigure existing cubicle panels and components to create 102" high walls facing the interior/open space To accommodate Door Provide and install one (1) 36" lockable swinging door. Configure the remaining walls within these areas at 78" high. Configure the walls facing the windows at 42" high. AREA 15-19 Reconfigure existing cubicle panels and components to create 102" high walls in space. for 17,18 and 19. Provide and install one (1) 36" lockable swinging door. Configure walls 78" high For Space 15 and 16 Configure the walls facing Area 14 and 45 at 42" high. AREA 24-28 Reconfigure existing cubicle panels and components to create 78" high walls throughout this entire area. Provide and install one (1) 36" sliding doors, 66" high For area 27. AREA 31-37 Reconfigure existing cubicle panels and components to create 78" high walls throughout the area. Provide and install one (1) 36" sliding doors, 66" high.		

Pricing is subject to change prior to order placement due to unforeseen adjustments beyond our control.

Please review the proposal to ensure it meets your specifications and the product fits your space. Orders are final once processed, and deposits are non-refundable. Crown is not responsible for manufacturer design changes. Lead times are estimates and not guaranteed. Thank you for your inquiry.

APPROVED BY _____ DATE _____

crownfurniture.com
Page 1

Subtotal
Sales Tax (8.517%)
Total



NEW ADDRESS
 8532 E 41st St Tulsa, OK 74145
 Ph 918-663-6704

Proposal

Name / Address
Gateway First Bank Gateway 224 S Gateway Place Jenks, OK 74037

Quote#	36826
Date	8/26/2026
Rep	Dave

Qty	Item	Description	Price Each	Total
1	New Furniture	AREA 41-43 Reconfigure existing cubicle panels and components to create 78" high walls for 41-42 area, except for the walls facing the windows. Configure the window-facing walls at 42" high. create 102" high walls for Area 43 Provide and install one (1) 36" lockable swinging door. This proposal includes reusing existing cubicle components where possible and related hardware. Includes additional required parts and components necessary to complete the reconfiguration. (See Floor Plan N) Labor includes the disassembly, relocation, modification, reassemble, leveling, alignment, and final adjustment of the existing cubicle systems. Labor, Parts & Services – Reconfiguration of Existing Cubicles to Floor Plan N Specifications >>>To place order, please review order is to your specification, sign below and return with 65% deposit.	70,725.00	70,725.00T

Pricing is subject to change prior to order placement due to unforeseen adjustments beyond our control.

Please review the proposal to ensure it meets your specifications and the product fits your space. Orders are final once processed, and deposits are non-refundable. Crown is not responsible for manufacturer design changes. Lead times are estimates and not guaranteed. Thank you for your inquiry.

APPROVED BY _____ DATE _____

crownfurniture.com

Page 2

Subtotal	\$70,725.00
Sales Tax (8.517%)	\$6,023.65
Total	\$76,748.65

EXHIBIT C-3

APPROVED BID

100 Construction
2912 W. Norman St
Broken Arrow, OK 74012

PROPOSAL

PROPOSAL NO. _____
SHEET NO. _____
DATE 9/9/26

PROPOSAL SUBMITTED TO: City of Jenks (3) 501.952-3152
NAME: Mr. Kevin O'Neil 244 S. Gateway Pl
ADDRESS: 244 S. Gateway Pl
Jenks, OK 74012
PHONE NO. _____
ARCHITECT _____

We hereby propose to furnish the materials and perform the labor necessary for the completion of BUILD OUTS IN ALL THE HIGHLIGHTED AREA ON DRAWING TO INCLUDE:
FRAMING UP 13 WALLS TO CLOSE IN OFFICES AND COF. RM
TO INCLUDE METH STUD, DRYWALL, TAPE FLOAT, FINISH
PAINTED & BASE, RUN NECESSARY WIRING FOR OUTLETS
INSTALL 8 COMM. DOORS WITH LIGHTS (GLASS)
INSTALL FOR KITCHEN PLUMBING

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of Forty Seven Thousand Nine Hundred
EIGHTY Dollars (\$ 47,980.00) with payments to be made as follows.

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Respectfully submitted Cal H. Hume
Per Coordinator
Note — this proposal may be withdrawn by us if not accepted within _____ days.

ACCEPTANCE OF PROPOSAL
The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature _____
Date _____

C & C Construction
2912 W. Norman St.
Broken Arrow, OK 74012

PROPOSAL SUBMITTED TO: CITY OF JENKS		501952-315	DATE 9/9/26
NAME	Mr. Kevin DNeal % Gateway First	ADDRESS	244 S. Gateway Pl
ADDRESS	244 S. Gateway Pl	JENKS, OK 74012	DATE OF PLANS
PHONE NO.		ARCHITECT	

We hereby propose to furnish the materials and perform the labor necessary for the completion of Electrical work
ON 3rd FLOOR / RUNNING WIRING FOR OUTLETS FOR
ALL NEW WALLS

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work completed in a substantial workmanlike manner for the sum of FIVE THOUSAND FIVE HUNDRED
Dollars (\$ 5500.00) with payments to be made as follows.

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Respectfully
submitted

Per

Note — this proposal may be withdrawn by us if not accepted within

ACCEPTANCE OF PROPOSAL

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments outlined above.

Signature

EXHIBIT D

SERVICES PROVIDED BY SUBLANDLORD

During the Term of this Sublease and any extension thereof, unless otherwise agreed by the Parties in writing, Sublandlord shall be obligated to provide the following services to Subtenant:

1. Reasonable maintenance, repair and upkeep of the parking lot and all common areas, provided, however, that Subtenant shall be responsible for payment for any repairs or damages caused by Subtenant, its officers, directors, employees, agents, contractors, guests or invitees to the same.
2. Electricity, heating, ventilation, air-conditioning, water, elevator, cleaning, and trash service
3. Access cards and access systems to the Premises as provided in the Sublease

EXHIBIT F

FURNITURE, FIXTURES AND EQUIPMENT PROVIDED BY SUBLANDLORD

Sublandlord agrees to supply Subtenant with existing furniture, fixtures and equipment as detailed below.

- 3' by 5' cubicle wall panels (approximately 140)
- Cubicle wall hardware salvaged from other available walls (approximately 140)
- Pedestal units including drawers and cabinets (approximately 80 pieces)
- Desk surfaces (approximately 80 pieces)
- Task chairs (approximately 30 pieces)

Total estimated value of this equipment is \$250,000

EXHIBIT G

PRIME LANDLORD'S CONSENT FORM
(if applicable)



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: **Anthony Wilkins, P.E., City Engineer**

Date: **September 10, 2026**

Subject: **Traffic Signal Light Installation at the Intersection of West 116th Street at South Elm Street Design – Award of Contract**

The City requested the installation of a Traffic Signal at the Intersection of West 116th Street at South Elm Street. This project will improve the 116th St. vehicular traffic flow onto Elm Street and controlled pedestrian crossings which lead to the improved pedestrian trails located in all directions where 116th Street meets Elm Street.

The installation of this traffic light will allow for controlled movement of pedestrians and vehicular traffic attempting to enter Elm Street corridor and travel to the south or north.

This project shall consist of the following:

- Preparing and submitting completed plans, specifications, and estimates (PS&E) for the installation of a Traffic Signal at the Intersection of West 116th Street at South Elm Street.
- (Optional) Evaluating and Implementing a Traffic Signal Optimization Plan for the Elm Street corridor between 91st Street and 131st Street, including the development of signal timing plans for the proposed traffic signal at Elm Street and 116th Street.
- Bidding Services and Construction Phase Services will be on an as-needed basis.

The total cost to perform the proposed Scope of Services is \$180,167.00. The City Attorney has evaluated this contract document to arrive at a language which both staff and Garver agree upon.

<u>Work Task Description</u>	<u>Estimated Fees</u>
Traffic Signal Design	\$ 48,592.00
Signal Timing Optimization (If Needed)	\$ 104,290.00
Bidding Services (If Needed)	\$ 7,880.00
Construction Phase Services	\$ 19,405.00
<u>Total All Services</u>	<u>\$ 180,167.00</u>

Staff requests to award a professional engineering contract for the Traffic Signal Design at the Intersection of West 116th Street and South Elm Street to Garver, LLC in the amount not to exceed \$180,167.00; funding for the same to be paid from the 2020 G.O. Bond Fund (Account No. 27-840-5393).

Attachments:
Garver, LLC Contract

AGREEMENT
FOR
PROFESSIONAL ENGINEERING SERVICES
FOR
W 116th St at S Elm St Traffic Signalization

THIS AGREEMENT, made and entered into this _____ day of _____, 2026 between the City of Jenks, Oklahoma, a Municipal Corporation, hereinafter referred to as CITY, and (Engineering Firm Name), Hereinafter referred to as ENGINEER;

WITNESSETH:

WHEREAS, CITY intends to complete W 116th St at S Elm St Traffic Signalization in Jenks, Oklahoma, hereinafter referred to as the PROJECT; and,

WHEREAS, CITY requires certain professional services in connection with the PROJECT, hereinafter referred to as the SERVICES; and

WHEREAS, ENGINEER is prepared to provide such SERVICES;

NOW THEREFORE, in consideration of the promises contained herein, the parties hereto agree as follows:

1.0 SCOPE OF PROJECT: The scope of the PROJECT is described in Attachment A, SCOPE OF PROJECT, which is attached hereto and incorporated by reference as part of this AGREEMENT.

2.0 SERVICES TO BE PERFORMED BY ENGINEER. ENGINEER shall perform the SERVICES described in Attachment B, SCOPE OF SERVICES, which is attached hereto and incorporated by reference as part of this AGREEMENT.

3.0 CITY'S RESPONSIBILITIES. CITY shall be responsible for all matters described in Attachment C, RESPONSIBILITIES OF THE CITY, which is attached hereto and incorporated by reference as part of this AGREEMENT.

4.0 COMPENSATION CITY shall pay ENGINEER in accordance with Attachment D, COMPENSATION, which is attached hereto and incorporated by reference as part of this agreement.

5.0 STANDARD OF PERFORMANCE. ENGINEER shall perform the SERVICES undertaken in a manner consistent with the prevailing, ordinarily accepted industry standard for similar services with respect to projects of comparable function and complexity and with the applicable laws and regulations published in the same locality, and in effect at the time of execution of this AGREEMENT. All engineering work shall be performed by or under the

supervision of Professional Engineers licensed in the State of Oklahoma, and properly qualified to perform such engineering services, which qualification shall be subject to review by CITY. Other than the obligation of the ENGINEER to perform in accordance with the foregoing standard, no warranty either express or implied, shall apply to the SERVICES to be performed by the ENGINEER pursuant to this AGREEMENT or the suitability of ENGINEER'S work product.

6.0 LIMITATIONS OF RESPONSIBILITY. ENGINEER shall not be responsible for construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the PROJECT. Notwithstanding any provision within this AGREEMENT, ENGINEER shall be entitled to an equitable adjustment in the cost and/or schedule for circumstances outside the reasonable control of ENGINEER, including modifications in the scope of SERVICES, applicable law, codes, or standards after the effective date of this AGREEMENT.

7.0 OPINIONS OF COST AND SCHEDULE.

7.1 The Parties acknowledge that the ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over contractors', subcontractors', or vendors' methods of determining prices, or over competitive bidding or market conditions, ENGINEER'S cost estimates shall be made on the basis of qualification and experience as a Professional Engineer.

7.2 Since ENGINEER has no control over the resources provided by others to meet construction contract schedules, ENGINEER'S forecast schedules shall be made on the basis of qualification and experience as a Professional Engineer.

8.0 LIABILITY AND INDEMNIFICATION.

8.1 ENGINEER shall indemnify CITY from and against legal liability for damages arising out of the performance of the SERVICES for CITY from any third party tort claims, costs, attorney fees, or other expenses of whatever nature where such liability is caused by the negligent act, error, or omission of ENGINEER or any person or organization for whom ENGINEER is legally liable which arise during performance under this AGREEMENT. Nothing in this paragraph shall make the ENGINEER liable for any damages caused by the CITY or any other Contractor of the CITY.

8.2 ENGINEER shall not be liable to CITY for any special, indirect or consequential damages, such as, but not limited to, loss of revenue, or loss of anticipated profits.

9.0 COMPLIANCE WITH LAWS.

9.1 In performance of the SERVICES, ENGINEER shall comply with applicable regulatory requirements including federal, state, and local laws, rules, regulations, orders, codes, criteria and standards enforced as of the effective date of the AGREEMENT. ENGINEER shall procure the permits, certificates, and licenses necessary to allow ENGINEER to perform the SERVICES. ENGINEER shall not be responsible for procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to ENGINEER in Attachment B, SCOPE OF SERVICES.

9.2 The ENGINEER certifies that it and all of its subcontractors to be used in the performance of this Agreement are in compliance with 25 O.S. Sec. 1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. Sec. 1312 and includes but is not limited to the free Employee Verification Program (E-

Verify) available at www.dhs.gov/E-Verify.

10.0 INSURANCE.

10.1 During the performance of the SERVICES under this AGREEMENT, ENGINEER shall maintain the following insurance:

10.1.1 General Liability Insurance with a bodily injury and property damage combined single limit of \$1,000,000 for each occurrence.

10.1.2 Automobile liability Insurance with a bodily injury and property damage combined single limit of \$1,000,000 for each occurrence.

10.1.3 Worker's Compensation Insurance in accordance with statutory requirements and Employers' Liability Insurance with limits of \$100,000 for each occurrence.

10.1.4 Professional Liability Insurance with coverage of \$1,000,000 for each claim made, \$2,000,000 aggregate, and any amendments or successor provisions related thereto with prior acts endorsement for the insurance to remain in effect for one year after CITY acceptance of the PROJECT.

10.2 ENGINEER shall furnish CITY certificates of insurance which shall include a provision that such insurance shall not be cancelled without at least 30 days written notice to the CITY.

10.3 The ENGINEER shall not cause any required insurance policy to be cancelled or permit it to lapse. If the ENGINEER cancels, allows to lapse, fails to renew or in any way fails to keep any required insurance policy in effect, the CITY will suspend all progress and/or final payments for the project until the required insurance is obtained. Further, an ENGINEER who fails to keep required insurance policies in effect may be deemed by the CITY in breach of contract, ineligible to respond to invitations to submit proposals and/or ineligible to engage in any new agreements.

11.0 OWNERSHIP AND REUSE OF DOCUMENTS.

11.1 All documents, including original drawing, estimates, specifications, field notes, and data delivered under this AGREEMENT shall become and remain the property of the CITY; provided however, any and all underlying intellectual property, if any (unless provided by CITY), shall remain the property of ENGINEER such that ENGINEER may continue to perform its business in the normal course. Upon payment in full, ENGINEER shall grant CITY an irrevocable, non-exclusive, royalty-free license to use the same for the purposes contemplated under this AGREEMENT.

11.2 To the extent allowed under applicable law, CITY shall release, defend, indemnify and hold harmless ENGINEER and its subconsultants against all claims, losses, damages, injuries, and expenses, including reasonable attorneys' fees arising out of change to, or re-use of deliverables for any other project. CITY'S reuse of such documents without written verification or adaptation by ENGINEER for the specific purpose intended with be at CITY'S risk.

12.0 TERMINATION OF AGREEMENT.

12.1 The obligation to continue SERVICES under this AGREEMENT may be terminated

by either party upon fifteen days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

12.2 CITY shall have the right to terminate this AGREEMENT, or suspend performance thereof, for CITY'S convenience for a cumulative total of one hundred eighty (180) days upon written notice to ENGINEER; and ENGINEER shall terminate or suspend performance of SERVICES on a schedule acceptable to CITY. In the event of termination or suspension for CITY'S convenience, CITY shall pay ENGINEER for (i) all SERVICES performed in accordance with provisions of Attachment D, COMPENSATION; (ii) documented and reasonable costs (plus profit on such costs) incurred by ENGINEER to implement such termination (including demobilization costs, and termination/cancellation costs under subcontracts and purchase orders), and (iii) a fee equal to five percent (5%) of the unpaid balance of the AGREEMENT price. Upon restart of a suspended project, payment shall be made to ENGINEER in accordance with Attachment D, COMPENSATION.

12.3 ENGINEER will have the right to suspend the SERVICES if CITY fails to make any reasonably undisputed payment to ENGINEER within ten (10) days of the date such payment is due, and such suspension shall entitle ENGINEER to an equitable adjustment to price and schedule.

13.0 NOTICE.

13.1 Any notice, demand, or request required by or made pursuant to this AGREEMENT shall be deemed properly made if personally delivered in writing or deposited in the United States mail, postage prepaid, to the address specified below.

13.0.1 To ENGINEER: Garver, LLC
Michael Winterscheidt
6100 South
Yale, Ste. 1300
Tulsa, OK
74136

13.0.2 To CITY: City of Jenks, Oklahoma
211 North Elm Street, P.O. Box 2007
Jenks, Oklahoma 74037

13.2 Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of ENGINEER and CITY.

14.0 UNCONTROLLABLE FORCES Neither CITY nor ENGINEER shall be considered to be in default of this AGREEMENT if delays in or failure of performance shall be due to forces which are beyond the control of the parties; including, but not limited to: fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage; inability to procure permits, licenses, or authorizations from any state, local, or federal agency or person for any of the supplies, materials, accesses, or services required to be provided by either CITY or ENGINEER under this AGREEMENT; strikes, work slowdowns or other labor disturbances, and judicial restraint.

15.0 SEVERABILITY. If any portion of this AGREEMENT shall be construed by a court of competent jurisdiction as unenforceable, such portion shall be severed herefrom, and the balance of this AGREEMENT shall remain in full force and effect.

16.0 INTEGRATION AND MODIFICATION. This AGREEMENT includes Attachments A, B, C, and D, and represents the entire and integrated AGREEMENT between the Parties; and supersedes all prior negotiations, representations, or agreements pertaining to the SCOPE OF SERVICES herein, either written or oral. This AGREEMENT may be amended only by a written instrument signed by each of the Parties.

17.0 DISPUTE RESOLUTION PROCEDURE. In the event of a dispute between the ENGINEER and the CITY over the interpretation of application of the terms of this AGREEMENT, the matter shall be referred to the Jenks City Manager for resolution. Regardless of these procedures, neither party shall be precluded from exercising any rights, privileges or opportunities permitted by law to resolve any dispute. The prevailing party shall be entitled to recover its attorneys' fees, costs, and expenses, including arbitrator or litigation fees and costs, if any to the extent permitted by law.

18.0 ASSIGNMENT. ENGINEER shall not assign its obligations undertaken pursuant to this AGREEMENT, provided that nothing contained in this paragraph shall prevent ENGINEER from employing such independent consultants, associates, and subcontractors as ENGINEER may deem appropriate to assist ENGINEER in the performance of the SERVICES hereunder.

19.0 APPROVAL. It is understood and agreed that all work performed under this AGREEMENT shall be subject to inspection and approval by the Engineering Department of the City of Jenks, and any plans or specifications not meeting the ordinary, industry standard of care will be replaced or corrected at the sole expense of the ENGINEER. The ENGINEER will meet with the City staff initially and monthly thereafter and will be available for public hearings and/or City of Jenks presentation.

20.0 TIME OF ESSENCE. The Parties agree that time is deemed to be of material consideration with respect to this Agreement, including but not limited to the commencement of the PROJECT, rate of progress of the PROJECT and completion date of the PROJECT.

21.0 GOVERNING LAW: JURISDICTION: VENUE. This AGREEMENT shall be deemed to have been executed by all parties hereto in Tulsa County, Oklahoma and accordingly, this AGREEMENT shall be governed by and construed in accordance with the laws of the State of Oklahoma. The Parties agree that any suit, action or proceeding with respect to this AGREEMENT shall be brought in the District Court of Tulsa County, Oklahoma. All parties hereby irrevocably waive any objections which they may now or hereafter have to the personal jurisdiction or venue of any suit, action or proceeding arising out of or relating to this AGREEMENT brought in any such court and hereby further irrevocable waive any claim that such suit, action or proceeding brought in such court has been brought in an inconvenient forum.

22.0 RELATIONSHIP OF PARTIES. The ENGINEER is, and shall remain at all times, an independent contractor with respect to activities and conduct while engaged in the performance of SERVICES for the CITY under this Agreement. No employees, subcontractors or agents of the ENGINEER shall be deemed employees of the CITY for any purposes whatsoever, and none shall be eligible to participate in any benefit program provided by the CITY for its employees. The ENGINEER shall be solely responsible for the payment of all employee wages and salaries, taxes, withholding payments, fringe benefits, insurance premiums, continuing education courses, material or related expenses on behalf of its employees, subcontractors and agents. Nothing in this AGREEMENT shall be construed to create a partnership, joint venture, or agency relationship among the Parties. No party shall have any right, power or authority to act as a legal representative of another party, and no party shall have any power to obligate or bind another party, or to make any representations, express or implied, on behalf of or in the name of the other

in any manner or for any purpose whatsoever.

23.0 INVALIDITY. If any terms of this AGREEMENT shall be declared invalid, illegal, or unenforceable for any reason or in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof and this AGREEMENT shall be construed as if such provision had never been contained herein.

24.0 THIRD PARTIES. This AGREEMENT is between CITY and ENGINEER and creates no right unto or duties to any other person. No person is or shall be deemed a third party beneficiary of this AGREEMENT.

25.0 HEADINGS. The heading used herein are for convenience only and shall not be used in interpreting this AGREEMENT.

26.0 BINDING EFFECT. This Agreement shall be binding upon CITY and ENGINEER and their respective successors, heirs, legal representatives and permitted assigns.

27.0 WAIVER. The rights and remedies of the parties to this AGREEMENT are cumulative and not alternative. Neither the failure nor any delay by any party in exercising any right, power or privilege under this Agreement will operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege. To the maximum extent permitted by applicable laws: (i) no claim or right arising out of this Agreement or the documents referred to in this Agreement can be discharged by one party, in whole or in part, by a waiver or renunciation of the claim or right unless in writing signed by the other parties; (ii) no waiver that may be given by a party shall be applicable except to the specific instance for which it is given; and (iii) no notice or demand on one party shall be deemed to be a waiver of any obligation of such party or of the right of the party giving such notice or demand to take further action without notice or demand as provided in this Agreement.

28.0 INTERPRETIVE MATTERS AND DEFINITIONS. The following interpretive matters shall be applicable to this AGREEMENT:

28.1 Unless the context otherwise requires: (a) all references to Sections are to Section of or to this Agreement; (b) each term defined in this Agreement has the meaning assigned to it; (c) "or" is disjunctive but not necessarily exclusive; (d) words in a singular include the plural and vice versa. All reference to dollar amounts shall be in lawful currency of the United States of America;

28.2 No provision of this Agreement will be interpreted in favor of, or against, any of the parties hereto by reason of the extent to which such party or its counsel participated in the drafting thereof or by reason of the extent to which any such provision is inconsistent with any prior draft hereof or thereof;

28.3 Any reference to any applicable laws shall be deemed to refer to all rules and regulations promulgated thereunder and judicial interpretations thereof as of the date of execution of the AGREEMENT, unless the context requires otherwise;

28.4 The word "including" means "including, without limitation" and does not limit the preceding words or terms; and

28.5 All words used in the AGREEMENT shall be construed to be of such gender, number or tense as circumstances require.

29.0 MULTIPLE COUNTERPARTS. The AGREEMENT may be executed in several counterparts, each of which shall be deemed an original, but which together shall constitute one

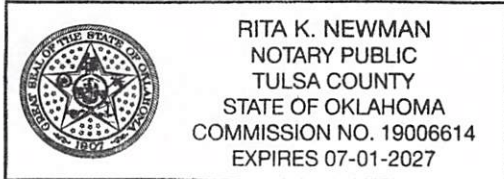
and the same instrument.

30.0 LIMITATION OF LIABILITY. To the extent allowed under applicable law, and notwithstanding any provision to the contrary herein, ENGINEER'S (including its personnel, subconsultants, agents, assignees, affiliates and vendors) total aggregate liability under the AGREEMENT shall be limited to 100% of the AGREEMENT fee or the collectible proceeds from the insurance limits agreed between the parties in Section 10.0 of this AGREEMENT whichever is greater regardless of the cause or action (including negligence of any kind or character).

IN WITNESS WHEREOF, the parties have executed this AGREEMENT in multiple copies on the respective dates hereinbelow reflected to be effective on the date executed by the Mayor of the City of Jenks or Contracting Authority.

(Notary SEAL)
ATTEST:

Rita K. Newman



(SEAL
APPROVED)

City Clerk

APPROVED AS TO FORM:

City Attorney

GARVER, LLC

Michael Winterschmidt

09/10/2026

Date

CITY OF JENKS, OKLAHOMA

City Representative

Date

RECOMMENDED:

City Engineer

Attachment A

SCOPE OF PROJECT

W 116th St at S Elm St Traffic Signalization

The PROJECT shall consist of engineering SERVICES as follows:

The PROJECT shall consist of preparing and submitting completed plans, specifications, and estimates (PS&E) for the installation of a traffic signal at the intersection of W 116th St at S Elm St in Jenks, Oklahoma. Project will also include traffic signal optimization for the Elm Street corridor between 91st Street and 131st Street including the development of signal timing plans for the proposed traffic signal at Elm Street and 116th Street.

Bidding Services and Construction Phase Services will be on an as-needed basis.

Additional details related to specific project elements can be found in Attachment B.

The Construction documents will be prepared utilizing CITY and ODOT standard drawings, details, and specifications.



Attachment B

1. GENERAL

Generally, the scope of services includes design, bidding services, and construction support services for a traffic signal at the intersection of W 116th St at S Elm St in the city of Jenks, OK. Project will also include traffic signal optimization for the Elm Street corridor between 91st Street and 131st Street including the development of signal timing plans for the proposed traffic signal at Elm Street and 116th Street.

2. TRAFFIC SIGNAL TIMING OPTIMIZATION

2.1. Field Observations and Existing Conditions Review

Garver will conduct field observations along the corridor during typical weekday conditions to assess traffic operations, signal coordination, queueing, and progression. Garver will review available signal timing information from the City and develop Synchro models based on current geometric features and existing signal timings. These models will be considered the base condition and will be validated during the field observations.

2.2. Traffic Data Collection and Summarization

Garver will collect 24-hour, video turning movement counts on a Tuesday, Wednesday, of Thursday at the signalized intersections and the proposed signal location at 116th Street along the Elm Street corridor between 91st Street and 131st Street at the following intersections:

- A. N. Elm Street at E. 91st Street/W. K Place
- B. N. Elm Street at W. B Street
- C. S. Elm Street at W. Main Street
- D. S. Elm Street at W. Beaver Street
- E. S. Elm Street at W. 101st Street
- F. S. Elm Street at EB Creek Turnpike Off-Ramp
- G. S. Elm Street at W. 106th Street
- H. S. Elm Street at W. 111th Street
- I. S. Elm Street at W. 116th Street
- J. S. Elm Street at W. 121st Street
- K. S. Peoria Ave at E. 131st Street

Garver will summarize traffic volumes and develop peak-hour traffic demand for use in the operational analysis and signal timing optimization.

2.3. Signal Timing Plan Development

Garver will evaluate existing corridor signal operations and develop optimized signal timing plans using Synchro models and collected traffic data. This task will include:

- A. Collection of existing travel time runs during the morning, midday, and afternoon peak periods to establish existing travel conditions through the corridor
- B. Evaluation of vehicle change intervals, including yellow and all-red
- C. Evaluation of pedestrian timing
- D. Development of optimized signal timing plans for each currently signalized intersection and the proposed traffic signal at S. Elm Street and W 116th Street



E. Development of time-of-day (TOD) coordination plans along the Elm Street corridor

2.4. Pre-Implementation Memo

Garver will prepare a brief memo summarizing the traffic analysis, signal timing optimization, and recommended signal timing plans. The memo will document operational performance measures for existing and proposed conditions and compare corridor performance before and after signal timing optimization. Measures of effectiveness (MOEs) will include intersection level of service (LOS), average delay, corridor travel time, and average speed. The memo will summarize anticipated operational benefits associated with the proposed timing plans and implementation of the new traffic signal at Elm Street and 116th Street.

2.5. Field Implementation

Following the City's approval, Garver will assist them in the field implementation of the proposed coordination plans. Garver will construct the new timing plans in the City's signal controllers as directed by the City. Downloading of the new timing plans will be performed by Garver and overseen by the City. Individual movement splits and intersection offsets will be monitored in order to fine-tune progression through the Elm Street corridor. This process shall be performed for each peak period. Field adjustments will be made until City satisfaction is achieved via a ride along.

2.6. Respond and Adjust to Implementation

Garver will be available to respond to complaints on the implemented signal timing plans in the field for 60 days. The City will forward any relevant complaints to Garver, who will analyze and respond to the submitted complaint.

2.7. Post Travel Delay Measurements

Garver will perform travel time measurements for a determined number of dates in the major directions along the Elm Street corridor during the morning, midday, and afternoon peak periods in order to establish post travel conditions given the new coordination schemes. Start times of these runs must be within 5-10 minutes of the "Pre-Travel" runs start times and documented accordingly. Travel conditions are to be obtained which include travel time, average speed, and vehicular delays. If post field runs are not an improvement over initial runs, a meeting with the City representative is to be held to discuss proper procedure is to be held immediately before any further task completion.

2.8. Final Report

Garver will prepare a final report that details the project and analysis procedures. The final report shall include comparison of before and after results of corridor performance for the Elm Street corridor. This report is to primarily focus on arterial analysis (travel times, delays, average speed) followed by intersection analysis (movement delays, queuing, LOS).

3. SURVEYS

Survey is not anticipated for the completion of the Project and not included in this scope of services. Any information provided by Owner to Garver is assumed as correct.



4. GEOTECHNICAL SERVICES

Geotechnical is not anticipated for the completion of the project and not included in this scope of services. Any information provided by Owner to Garver is assumed as correct.

5. ENVIRONMENTAL SERVICES

Environmental Services are not anticipated for the completion of the Project and not included in this scope of services and can be added by amendment. Any information provided by Owner to Garver is assumed as correct.

6. CONCEPTUAL DESIGN

Prior to moving forward with preliminary design Garver will provide proposed Pole Layouts to the City. Garver and the City will meet on site to stake proposed pole locations to verify any conflicts and make adjustments as needed in the field to expediate the mast arm pole procurement process.

7. PRELIMINARY DESIGN

Once Garver receives written approval from Owner on Conceptual Design, Garver will begin Preliminary Design. The Preliminary Design phase submittal will include traffic signal design plans, and an opinion of probable construction cost. The preliminary design phase will represent approximately 80 percent of final construction contract plans. This submittal will not include technical specifications or "front end" contract documents. Garver will incorporate comments from the Owner on the Preliminary Design in the Final Design. Garver will proceed with Final Design after the Preliminary Design is approved by the Owner in writing.

8. FINAL DESIGN

Once Garver receives written approval from Owner on Preliminary Design, Garver will begin Final Design. During the final design phase of the Project, Garver will conduct final designs to prepare construction plans and specifications, for one construction contract, including final construction details and quantities, and opinion of probable construction cost.

9. Bidding Services (if needed)

During the bidding phase of the Project, Garver will:

- F. Prepare project specifications and contract documents.
- G. Support the contract documents by preparing addenda as appropriate.
- H. Participate in a pre-bid meeting if necessary.
- I. Attend the bid opening.
- J. Prepare bid tabulation.
- K. Evaluate bids and recommend award.

10. CONSTRUCTION PHASE SERVICES (If Needed)

During the construction phase of work, Garver will accomplish the following:

- L. Attend preconstruction meeting.
- M. Attend progress/coordination meetings with the Owner/Contractor.
- N. Evaluate and respond to construction material submittals and shop drawings. Corrections or comments made by Garver on the shop drawings during this review will not relieve



Contractor from compliance with requirements of the drawings and specifications. The check will only be for review of general conformance with the design concept of the Project and general compliance with the information given in the contract documents. The Contractor will be responsible for confirming and correlating all quantities and dimensions, selecting fabrication processes and techniques of construction, coordinating his work with that of all other trades, and performing his work in a safe and satisfactory manner. Garver's review shall not constitute approval of safety precautions or constitute approval of construction means, methods, techniques, sequences, procedures, or assembly of various components. When certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, either directly or implied for a complete and workable system, Garver shall be entitled to rely upon such submittal or implied certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.

- O. Issue instructions to the Contractor on behalf of the Owner and issue necessary clarifications (respond to RFIs) regarding the construction contract documents.
- P. Prepare and furnish record drawings.
- Q. When authorized by the Owner, prepare change orders for changes in the work from that originally provided for in the construction contract documents. If redesign or substantial engineering or surveying is required in the preparation of these change order documents, the Owner will pay Garver an additional fee to be agreed upon by the Owner and Garver.
- R. Participate in final Project observation and prepare punch list.

The proposed fee for Construction Phase Services is based on a 90-calendar-day construction contract performance time. If the construction time extends beyond the time established in this Agreement, and the Owner wants Garver to continue the applicable Construction Phase Services, the Owner will pay Garver an additional fee agreed to by the Owner and Garver.

11. PROJECT DELIVERABLES

The following will be submitted to the Owner, or others as indicated, by Garver:

- A. PDF of Pre-Implementation Memo
- B. PDF of Final Report.
- C. PDF of the Conceptual Design
- D. PDF of the Preliminary Design with opinion of probable construction cost.
- E. PDF of the Final Design with opinion of probable construction cost.
- F. PDF set of Record Drawings.
- G. PDF of Final Report.
- H. Electronic files as requested.

12. EXTRA WORK

The following items are not included under this Agreement but will be considered as extra work:

- A. Redesign for the Owner's convenience or due to changed conditions after previous alternate direction and/or approval.
- B. Submittals or deliverables in addition to those listed herein.
- C. Pavement Design beyond that furnished in the Geotechnical Report.
- D. Design of any utilities relocation other than water and sewer.
- E. Retaining walls or other significant structural design.
- F. Street lighting or other electrical design beyond that required for the traffic signal.
- G. Preparation of a Storm Water Pollution Prevention Plan (SWPPP). The construction contract documents will require the Contractor to prepare, maintain, and submit a SWPPP to DEQ.



- H. Construction materials testing.
- I. Environmental Handling and Documentation, including wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items.
- J. Coordination with FEMA and preparation/submittal of a CLOMR and/or LOMR.
- K. Services after construction, such as warranty follow-up, operations support, ?????, etc.
- L. Services necessitated by errors, omissions, or inaccuracies in information provided or specified by Owner or a separate consultant of Owner, including the Contractor(s).
- M. Special inspections during construction, including but not limited to those required per the International Building Code (IBC) or other special inspections per the authority having jurisdiction (AHJ).
- N. Digital document accessibility services (e.g., ADA-compliant deliverables, 508-compliant deliverables, WCAG-complaint deliverables, etc.).
- O. Application engineering (e.g., programming, integration, software procurement, etc.)
- P. Survey
- Q. Geotechnical
- R. Utility Coordination

Extra Work will be as directed by the Owner in writing for an additional fee as agreed upon by the Owner and Garver.

13. SCHEDULE

Garver shall begin work under this Agreement within ten (10) days of a Notice to Proceed and shall endeavor to complete the work in accordance with the estimated schedule below:

Phase Description	Estimated Calendar Days
Pre-Implementation Memo	90 days from notice to proceed.
Conceptual Design	30 days from notice to proceed.
Final Design	60 days from approval of Conceptual Design
Final Report	60 days post signal turn-on

Attachment C

RESPONSIBILITIES OF THE CITY

W 116th St at S Elm St Traffic Signalization

The City will provide the following information as part of the project:

1. Copies of current project design files including but not limited to;
 - a. Topo and SUE
 - b. Alignment files
 - c. Proposed roadway, drainage, and utility base files
2. Existing signal timings at the following intersections:
 - a. N. Elm Street at E. 91st Street/W. K Place
 - b. N. Elm Street at W. B Street
 - c. S. Elm Street at W. Main Street
 - d. S. Elm Street at W. Beaver Street
 - e. S. Elm Street at W. 101st Street
 - f. S. Elm Street at EB Creek Turnpike Off-Ramp
 - g. S. Elm Street at W. 106th Street
 - h. S. Elm Street at W. 111th Street
 - i. S. Elm Street at W. 116th Street
 - j. S. Elm Street at W. 121st Street
 - k. S. Peoria Ave at E. 131st Street
3. Recently completed traffic studies

Attachment D

COMPENSATION

W 116th St at S Elm St Traffic Signalization

- D. COMPENSATION.** The CITY agrees to pay, as compensation for services set forth in Attachment B, the following fees, payable monthly as each Phase of the work progresses; and within 30 calendar days of receipt of invoice. ENGINEER shall submit monthly invoices based upon approximate completion of services and deliverables provided at the time of billing. (See Exhibit 1 - PROJECT Fee Schedule). Invoices shall be accompanied by such documentation as the CITY may require in substantiation of the amount billed.

D.1 TOTAL COMPENSATION.

- D.1.1 For the work under SIGNAL TIMING OPTIMIZATION (IF NEEDED), Attachment B a lump sum amount not to exceed One - Hundred Four-Thousand Two-Hundred and Ninety and 00/100 Dollars. (\$104,290)
- D.1.2 For the work under SIGNAL DESIGN, Attachment B a lump sum amount not to exceed Forty-Eight Thousand Five-Hundred and Ninety-Two and 00/100 dollars (\$48,592).
- D.1.3 For the work under BIDDING SERVICES (AS NEEDED), Attachment B a lump sum amount not to exceed Seven Thousand Eight Hundred and Eighty and 00/100 Dollars (\$7,880).
- D.1.4 For the work during the construction phase, as outlined under CONSTRUCTION PHASE SERVICES, Attachment B, compensation shall be on an hourly basis in accordance with the rates set forth in Exhibit 1, for a total amount not to exceed Nineteen Thousand Four Hundred and Five and 00/100 dollars. (\$19,405).

- D.2 Other Engineering Services.** Other engineering services not included in the foregoing, when authorized in writing by the CITY as part of an executed Amendment to this agreement, shall be paid in accordance with the terms of such amendment.

Exhibit 1

City of Jenks 116th at Elm Traffic Signal

FEE SUMMARY

	Title I Service	Estimated Fees
Lump Sum	Signal Timing Optimization (If Needed)	\$ 104,290.00
Lump Sum	Signal Design	\$ 48,592.00
Lump Sum	Bidding Services (If Needed)	\$ 7,880.00
	Subtotal for Title I Service	\$ 160,762.00
	Title II Service	Estimated Fees
Markup	Construction Phase Services	\$ 19,405.00
	Subtotal for Title II Service	\$ 19,405.00
	Total All Services	\$ 180,167.00

Exhibit 1**City of Jenks
116th at Elm Traffic Signal****SIGNAL TIMING OPTIMIZATION (IF NEEDED)**

WORK TASK DESCRIPTION	E-7	E-5	E-4
	T18 - Trans RC Plan/Traffic	T18 - Trans RC Plan/Traffic	T18 - Trans RC Plan/Traffic
	\$385.00	\$246.00	\$202.00
	hr	hr	hr
1. Data Collection			
Field Observations			16
Collection Intersection Turning Movement Data		4	
Perform Travel Time Runs		2	
Summarize Traffic Data	4	8	
Subtotal - Data Collection	4	14	16
2. Signal Timing Plan Development			
Existing Synchro Models (11 intersections)	4	24	
Evaluation of vehicle change intervals	1	4	
Evaluation of pedestrian intervals	1	4	
Develop optimized time-of-day signal timing plans	16	20	
Prepare Pre-Implementation Memo	4	12	
Field Implementation (11 intersection - three peaks)		40	40
Respond and Adjust to Implementation	4	8	8
Post Travel Time Delay Measurements			12
Final Report	8	24	
Subtotal - Signal Timing Plan Development	38	136	60
Hours	42	150	76
Salary Costs	\$16,170.00	\$36,900.00	\$15,352.00
SUBTOTAL - SALARIES:		\$93,990.00	
<u>DIRECT NON-LABOR EXPENSES</u>			
Document Printing/Reproduction/Assembly	\$50.00		
Postage/Freight/Courier	\$0.00		
Office Supplies/Equipment	\$0.00		
Communications	\$0.00		
Survey Supplies	\$0.00		
Aerial Photography	\$0.00		
GPS Equipment	\$0.00		
Computer Modeling/Software Use	\$0.00		
Traffic Counting Equipment	\$0.00		
Locator/Tracer/Thermal Imager Equipment	\$0.00		
Travel Costs	\$2,000.00		
SUBTOTAL - DIRECT NON-LABOR EXPENSES:		\$2,050.00	
SUBTOTAL:		\$96,040.00	
SUBCONSULTANTS FEE: (Quality Counts)		\$8,250.00	
TOTAL FEE:		\$104,290.00	

Exhibit 1**City of Jenks
116th at Elm Traffic Signal****SIGNAL DESIGN**

WORK TASK DESCRIPTION	E-6	E-6	E-3	E-1
	T27 - Trans NE OK Muni	T18 - Trans RC Plan/Traffic	T18 - Trans RC Plan/Traffic	T18 - Trans RC Plan/Traffic
	\$301.00	\$301.00	\$179.00	\$136.00
	hr	hr	hr	hr
1. Project Management				
Administration and Coordination	4	4		
Quality Control Review		16		
Submittals to Client		4		
Subtotal - Project Management	4	24	0	0
2. Conceptual Plans				
Conceptual Plans		2	8	16
Field Meeting			16	
Subtotal - Conceptual Plans	0	2	24	16
3. Final Plans				
Signalization Plans		4	40	80
Quantities and OPCC		2	8	16
Address Comments from City		4	20	32
Subtotal - Final Plans	0	10	68	128
Hours	4	36	92	144
Salary Costs	\$1,204.00	\$10,836.00	\$16,468.00	\$19,584.00

SUBTOTAL - SALARIES: \$48,092.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$0.00
Postage/Freight/Courier	\$0.00
Office Supplies/Equipment	\$0.00
Communications	\$0.00
Survey Supplies	\$0.00
Aerial Photography	\$0.00
GPS Equipment	\$0.00
Computer Modeling/Software Use	\$0.00
Traffic Counting Equipment	\$0.00
Locator/Tracer/Thermal Imager Equipment	\$0.00
Travel Costs	\$500.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$500.00

SUBTOTAL: \$48,592.00

SUBCONSULTANTS FEE: \$0.00

TOTAL FEE: \$48,592.00

Exhibit 1**City of Jenks
116th at Elm Traffic Signal****BIDDING SERVICES (IF NEEDED)**

WORK TASK DESCRIPTION	E-6	E-6	E-3	E-1
	T27 - Trans NE OK Muni	T18 - Trans RC Plan/Traffic	T18 - Trans RC Plan/Traffic	T27 - Trans NE OK Muni
	\$301.00	\$301.00	\$179.00	\$136.00
	hr	hr	hr	hr
1. Project Management				
Administration and Coordination	2			
Quality Control Review				
Submittals to Client	1			
Subtotal - Project Management	3	0	0	0
2. Bidding Services				
Specifications/Contract Documents	2	2	8	
Addendums/Inquiries		2		8
Pre-Bid Meeting		2		2
Bid Opening		2		
Prepare bid tabulation		1		2
Evaluate bids and recommend award		2		
Subtotal - Bidding Services	2	11	8	12

Hours	5	11	8	12
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Salary Costs	\$1,505.00	\$3,311.00	\$1,432.00	\$1,632.00
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SUBTOTAL - SALARIES:	\$7,880.00
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DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$0.00
Postage/Freight/Courier	\$0.00
Office Supplies/Equipment	\$0.00
Communications	\$0.00
Survey Supplies	\$0.00
Aerial Photography	\$0.00
GPS Equipment	\$0.00
Computer Modeling/Software Use	\$0.00
Traffic Counting Equipment	\$0.00
Locator/Tracer/Thermal Imager Equipment	\$0.00
Travel Costs	\$0.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES:	\$0.00
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SUBTOTAL:	\$7,880.00
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SUBCONSULTANTS FEE:	\$0.00
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TOTAL FEE:	\$7,880.00
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Exhibit 1**City of Jenks
116th at Elm Traffic Signal****CONSTRUCTION PHASE SERVICES**

WORK TASK DESCRIPTION	E-6	E-3	E-1
	T18 - Trans RC Plan/Traffic	T18 - Trans RC Plan/Traffic	- Select Planning Group -
	\$301.00	\$179.00	\$136.00
	hr	hr	hr
1. Project Management			
Administration and Coordination			
Quality Control Review	2		
Submittals to Client	1		
Subtotal - Project Management	3	0	0
2. Civil Engineering			
Preconstruction Meeting	2		
Progress Meetings with Contractor/City	8		
Shop Drawings/Material Submittals	4	4	4
Respond to RFI's	8	4	4
Record Drawings	1	1	8
On-Site Meetings	2	2	2
Prepare Change Orders	4	8	16
Final Project Inspection and Punchlist	4		4
Subtotal - Civil Engineering	33	19	38

Hours	36	19	38
Salary Costs	\$10,836.00	\$3,401.00	\$5,168.00

SUBTOTAL - SALARIES: \$19,405.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$0.00
Postage/Freight/Courier	\$0.00
Office Supplies/Equipment	\$0.00
Communications	\$0.00
Survey Supplies	\$0.00
Aerial Photography	\$0.00
GPS Equipment	\$0.00
Computer Modeling/Software Use	\$0.00
Traffic Counting Equipment	\$0.00
Locator/Tracer/Thermal Imager Equipment	\$0.00
Travel Costs	\$0.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$0.00

SUBTOTAL: \$19,405.00

SUBCONSULTANTS FEE: \$0.00

TOTAL FEE: \$19,405.00

9/11/2026

TO Christopher Shrout, City Manager
City Council, Planning Commission, Board of Adjustment

SUBJECT Update from Planning Department

FROM Marcaé Hilton, City Planner

PLANNING QUOTE: *"By far the greatest and most admirable form of wisdom is that needed to plan and beautify cities and human communities." — Socrates*

Planning Summary

Preparer | Marcaé Hilton

VOTE KEY	VOTE	DATE OF HEARING
APPROVED	A	
CONTINUED	C	
DENIED	D	
WITHDRAWN	W	

AUGUST PLANNING AGENDA ITEMS

GOVERNING BODY/CASE	VOTE	DATE OF HEARING
CITY COUNCIL		AUGUST 4, 2026 NO ITEMS
PLANNING COMMISSION	-	AUGUST 6 2026
JL 26-420	A	LOT SPLIT/COMBO SPAIN RANCH 11623 S 5TH ST (ROBERT BELL)
JL 26-421	A	LOT SPLIT/COMBO SPAIN RANCH 11607 S 5TH ST (ROBERT BELL)
JL 26-424	A	LOT COMBO TIMBERCREST VIEW 470 E 113TH ST. S WEST
JZ 26-703	A	REZONING (RS1 – RD) 822 N BIRCH TIM WALTERBACH
JZ 26-702	A	REZONING (AG - RS1) SPAIN RANCH 11623 S 5TH ST (ROBERT BELL)
JZ 26-704	A	REZONING (AG - RS1) SPAIN RANCH 11607 S 5TH ST (ROBERT BELL)
JZ 26-PUD 116 MI5	A	MINOR AMENDMENT FRAZIER MEADOWS II BUILDLINE ADJUSTMENT
JZ 26-PUD 127.MI1	A	MINOR AMENDMENT FRAZIER FALLS PUD CLEAN UP AND CLARIFICATION OF AMENITIES
UDO UPDATES	A	AMENDMENT REQUESTS FOR CHAPTER 16 (UDO)
TAC		AUGUST 11, 2026
PLAT 26-26	-	PRELIMINARY PLAT COAL CREEK VILLAGE 121 ST AND HWY 75
JL 26-425	-	MINOR SUBDIVISION (LOT SPLIT) 1401 W 91ST ST (E OF HWY 75)
JL 26-426	-	MINOR SUBDIVI. (LOT SPLIT/COMBO) 205 E 116TH DUNKERLEY
BOA	-	AUGUST 13, 2026 NO ITEMS
CITY COUNCIL	-	AUGUST 18, 2026
JZ 26-703	A	REZONING (RS1 – RD) 822 N BIRCH TIM WALTERBACH
JZ 26-702	A	REZONING (AG -RS1) SPAIN RANCH 11623 S 5TH ST (BELL)
JZ 26-704	A	REZONING (AG -RS1) SPAIN RANCH 11607 S 5TH ST (BELL)
UDO UPDATES	A	AMENDMENT REQUESTS FOR CHAPTER 16 (UDO)
JL 26-425	A AT PC	MINOR SUBDIVISION (LOT SPLIT) 1401 W 91ST ST (E OF HWY 75)
JL 26-426	A AT PC	MINOR SUBDIVI. (LOT SPLIT/COMBO) 205 E 116TH DUNKERLEY

SEPTEMBER PLANNING AGENDA ITEMS

GOVERNING BODY/CASE	VOTE	DATE OF HEARING
CITY COUNCIL		SEPTEMBER 1, 2026 NO ITEMS
PLANNING COMMISSION	-	SEPTEMBER 3, 2026
PLAT 26-26	A	PRELIMINARY PLAT COAL CREEK VILLAGE 121 ST AND HWY 75
JZ 26-705	A	REZONING (AG – R1) 1401 W 91 ST ST (E OF HWY 75)
JZ 26-706	A	REZONING (RE – AG) 205 E 116 TH DUNKERLEY
JL 26-425	A	MINOR SUBDIVISION (LOT SPLIT) 1401 W 91 ST ST (E OF HWY 75)
JL 26-426	A	MINOR SUBDIVI. (LOT SPLIT/COMBO) 205 E 116 TH DUNKERLEY
JZ 26 PUD 151.MA1	C	MAJOR AMEND. (PUD 151) KIMBERLY EST 131 ST & HARVARD
TAC		SEPTEMBER 8, 2026 NO ITEMS
BOA (SPECIAL)	-	SEPTEMBER 16, 2026
JBOA 26-448		CLOUD CHAZERS NON-PERMITTED SIGN
CITY COUNCIL		SEPTEMBER 15, 2026
PLAT 26-26		PRELIMINARY PLAT COAL CREEK VILLAGE 121 ST AND HWY 75
JZ 26-705		REZONING (AG – R1) 1401 W 91 ST ST (E OF HWY 75)
JZ 26-706		REZONING (RE – AG) 205 E 116 TH DUNKERLEY
JL 26-425		MINOR SUBDIVISION (LOT SPLIT) 1401 W 91 ST ST (E OF HWY 75)
JL 26-426		MINOR SUBDIVI. (LOT SPLIT/COMBO) 205 E 116 TH DUNKERLEY
JZ 26 PUD 151.MA1	C	MAJOR AMEND. (PUD 151) KIMBERLY EST 131 ST & HARVARD

OCTOBER PLANNING AGENDA ITEMS 🍁

GOVERNING BODY/CASE	VOTE	DATE OF HEARING
CITY COUNCIL		OCTOBER 6 , 2026 NO ITEMS
PLANNING COMMISSION	-	OCTOBER 8, 2026
JZ 26- PUD 157		REZONING (AG – R1, RE, RS-3) NE CORNER OF 131 ST & LEWIS
JZ 26- PUD 158		REZONING (CS,RS3 – CS,RS3) NW CORNER 131 ST & ELM BELL
JZ 26 PUD 151.MA1		MAJOR AMEND. (PUD 151) KIMBERLY EST 131 ST & HARVARD
JZ 26 SUP 119.MI		MINOR SUBDIVI. (LOT SPLIT/COMBO) 205 E 116 TH FAR EAST C
CITY COUNCIL		OCTOBER 20, 2026
JZ 26- PUD 157		REZONING (AG – R1, RE, RS-3) NE CORNER OF 131 ST & LEWIS
JZ 26- PUD 158		REZONING (CS,RS3 – CS,RS3) NW CORNER 131 ST & ELM BELL
JZ 26 PUD 151.MA1		MAJOR AMEND. (PUD 151) KIMBERLY EST 131 ST & HARVARD
JZ 26 SUP 119.MI		MINOR SUBDIVI. (LOT SPLIT/COMBO) 205 E 116 TH FAR EAST C

JULY PLANNING AGENDA ITEMS	VOTE	DATE OF HEARING
GOVERNING BODY/CASE		JULY 7, 2026 <i>NO ITEMS AT THIS TIME</i>
CITY COUNCIL		
	-	JULY 9, 2026
PLANNING COMMISSION	A	PRELIMINARY/FINAL PLAT BRAKES PLUS OLSSON
PLAT 26-24	A	PRELIMINARY/FINAL PLAT CHASE BANK SW DESIGN
PLAT 26-25	A	ROW CLOSURE JPS 401 E "B"
ROW-UEC 26-03		
	-	JULY 14, 2026 <i>NO ITEMS</i>
TAC		
	-	JULY 16, 2026 <i>NO ITEMS</i>
BOA		
	-	JULY 21, 2026
CITY COUNCIL	A	PRELIMINARY/FINAL PLAT BRAKES PLUS OLSSON
PLAT 26-24	A	PRELIMINARY/FINAL PLAT CHASE BANK SW DESIGN
PLAT 26-25	A	ROW CLOSURE JPS 401 E "B"
ROW-UEC 26-03		