

AGENDA
JENKS PUBLIC WORKS AUTHORITY
TUESDAY, JANUARY 7, 2020, 6:00 P.M.
JENKS CITY HALL, COUNCIL CHAMBERS, 211 NORTH ELM

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

I. CALL TO ORDER

II. ROLL CALL

III. BUSINESS

1. Consideration and appropriate action relating to a request for approval of the Consent Agenda. (All matters listed under "Consent" are considered by the Authority to be routine and will be enacted by one motion. Any Board Member may, however, remove an item from the Consent Agenda by request. A motion to adopt the Consent Agenda is non-debatable.)

A. Approve minutes of the regular meeting held on December 16, 2019

Documents:

[1A - 2019.12.16 JPWA MINUTES.PDF](#)

B. Approve Encumbrances and Expenditures

Documents:

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

C. Monthly Reports

Documents:

[1C - MONTHLY REPORTS.PDF](#)

- D. Request to enter into an Agreement between Union Pacific Railroad and the City of Jenks concerning the installation of a sanitary forcemain crossing underneath the Union Pacific Railroad. This sanitary forcemain will connect the Simon Premium Outlets to City of Jenks infrastructure. General location: South of the intersection of River District Drive and 1st Street.

Documents:

[1D - RAILROAD OUTLET MALL AGREEMENT.PDF](#)

- E. Request to approve the Project Agreement for 111th Street (US 75 to Elwood Ave) and the 111th Street and Elwood Ave intersection improvement project J/P 25212(04) with the Oklahoma Department of Transportation (ODOT), the supporting Resolution

No. 688, authorization to pay the invoice for construction costs to ODOT, and authorize the Mayor to execute the document; funding in the amount of \$1,058,000 from the 2010 and 2013 bonds (account 24-862-5393 and 32-862-5393) has been previously encumbered, \$65,763 is already deposited with ODOT, and additional funding in the amount of \$708,712 is requested to be encumbered from the 2010 Bond account 24-862-5393.

Documents:

[1E - ODOT 111TH AND ELWOOD AGREEMENT.PDF](#)

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

IV. OTHER BUSINESS

1. General Manager's Report

Documents:

[GENERAL MANAGER REPORT.PDF](#)

V. ADJOURNMENT

MINUTES
JENKS PUBLIC WORKS AUTHORITY
MONDAY, DECEMBER 16, 2019, 7:00 P.M.
JENKS CITY HALL, COUNCIL CHAMBERS, 211 NORTH ELM

The Agenda for the Jenks Public Works Authority was posted in City Hall and on the City's website at 3:15 p.m. on December 11, 2019. The meeting was called to order at 10:24 p.m. on the above date by Chair Robert Lee. A roll call vote of members was taken as follows.

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

Business

1. Consideration and appropriate action relating to a request for approval of the Consent Agenda. (All matters listed under "Consent" are considered by the Authority to be routine and will be enacted by one motion. Any Board Member may, however, remove an item from the Consent Agenda by request. A motion to adopt the Consent Agenda is non-debatable.)
 - A. Approve minutes of the regular meeting held on December 2, 2019
 - B. Approve encumbrances and expenditures
 - C. Monthly Reports
 - D. Request to approve Resolution 687 for the final acceptance of water lines, storm sewer lines, sanitary sewer lines, and public street infrastructure associated with Clearfield Estates (141st Street and Harvard Avenue).
 - E. Request to approve a contract amendment from Marquardt Engineering for the additional engineering services for S. Elm Street project, expanding from 3-lanes to 5-lanes roadway improvements from 121st Street to 131st Street and the 131st Street intersection in the amount of \$147,560.00; funding for the same is requested to be appropriated from the JPWA One-Cent Capital Fund fund balance to be budgeted to Account No. 53-521-5393, JPWA Roads & Bridges – Street Maintenance Account.
 - F. Request to approve Resolution No. 2019-13, a resolution amending the annual appropriations by \$147,560.00 from One-Cent Capital Fund Balance to account 53-521-5393 due to the contract amendment for the S. Elm Street Project.

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

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

Motion Carried.

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

Withdrawn

Other Business

1. General Manager's Report. Chris Shrout stated that the General Manager's Report is in the packet.
2. Monthly Chamber Report. Josh Driskell presented the Monthly Chamber Report and introduced the new Director of Economic Development Zach Thomas.

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

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

Motion carried. The Jenks Public Works Authority adjourned at 10:31 p.m.

Robert Lee, **CHAIRPERSON**

Brittany Long, **AUTHORITY SECRETARY**

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 213						
193215	2 -6438	CITY TREASURER CRAWFORD & ASSOCIATES, P.C.	LEGAL SERVICES	12/2019	13069 12-15	2,398.00
DEPARTMENT TOTAL:						2,398.00
DEPARTMENT: 215						
190033	2 -5594	REVENUE COLLECTIONS TYLER TECHNOLOGIES INC	025-279287 12-01	12/2019	025-281994 01-01	360.00
DEPARTMENT TOTAL:						360.00
DEPARTMENT: 216						
193083	2 -6252	PERSONNEL TULSA EMERGENCY MEDICAL CEN	PHYSICAL / DRUG TEST	12/2019	842287 11-20	90.00
193088	2 -6474	AMERICAN CHECKED INC.	BACKGROUND CHECK	12/2019	9254-20191130	15.00
DEPARTMENT TOTAL:						105.00
DEPARTMENT: 231						
193130	2 -5249	GENERAL GOVERNMENT REASOR'S	SNACKS & PRIZES	12/2019	6207 10-31	377.15
193128	2 -6115	FRANCOTYP-POSTALIA INC	POSTAGE METER LEASE	12/2019	RI104211521 09-23	78.00
DEPARTMENT TOTAL:						455.15
DEPARTMENT: 242						
190030	2 -5208	ECONOMIC DEVELOPMENT TULSA TRANSIT	FY 19-20 PARATRANSIT BILL	12/2019	IVC033079 12-13	2,375.84
193127	2 -5242	TULSA REGIONAL CHAMBER	MEMBERSHIP RENEWAL	12/2019	160858 11-01	1,716.00
DEPARTMENT TOTAL:						4,091.84
DEPARTMENT: 252						
193073	2 -5230	CITY HALL MURPHY SANITARY SUPPLY LLC	JANITORIAL SUPPLIES	12/2019	008337 12-05	487.76
193144	2 -5249	REASOR'S	SUPPLIES-CITY HALL	12/2019	1174 12-12	154.65
192884	2 -5847	D & C LAUNDRY	CITY HALL LAUNDRY	12/2019	427224 11-26	10.00
193077	2 -5847	D & C LAUNDRY	CITY HALL LAUNDRY	12/2019	427257 12-05	10.00
192880	2 -5937	SPRING CREEK NURSERY	6 TREE FOR DATE & A ST	12/2019	158197 12-18	1,935.00
190032	2 -6212	SCOTT PRO	PEST CONTROL FY 19-20	12/2019	CITY HALL 12-19	229.00
193143	2 -6299	J H SOLUTIONS	ELEC WORK-CITY HALL	12/2019	1613 12-12	160.00
190349	2 -6389	AIRE-MASTER COMMERCIAL	HYGEFY 19/20 DEOD/CITY HALL	12/2019	121298737 12-23	42.00
DEPARTMENT TOTAL:						3,028.41

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 523 DRAINAGE MAINTENANCE						
193076	2 -5440	TULSA GRASS & SOD	SOD FOR JOBSITE CLEAN UP	12/2019	0118409-IN 12-05	1,125.00
193153	2 -5440	TULSA GRASS & SOD	SOD-JOBSITE CLEANUP	12/2019	0118463-IN 12-09	375.00
193141	2 -6023	ACME WHEEL ALIGNING CO	WHEEL ALIGNMENT	12/2019	1140 12-03	85.00
192891	2 -6299	J H SOLUTIONS	ELEC WORK-AQ STORM PUMP	12/2019	1603 11-25	320.00
DEPARTMENT TOTAL:						1,905.00
DEPARTMENT: 531 WATER MAINTENANCE						
192887A	2 -5072	UNITED FORD	SUPPLIES / CREDIT	12/2019	3438264 11-27	52.65
192895	2 -5083	HACH COMPANY	WATER SAMPLE SUPPLIES	12/2019	11732364 11-20	811.47
193075	2 -5440	TULSA GRASS & SOD	SOD FOR JOBSITE CLEAN UP	12/2019	0118376-IN 12-04	125.00
193142	2 -5511	O'REILLY AUTO PARTS	SUPPLIES FOR TRUCK	12/2019	2075-179787 12-10	211.87
193139	2 -5966	WARRIORS CONCRETE	WATER BREAK SITE	12/2019	0001 12-18	3,050.00
192883	2 -6023	ACME WHEEL ALIGNING CO	WHEEL ALIGNMENT	12/2019	1132 12-02	45.00
193145	2 -6439	SOUTH POINTE CHEVROLET	SUPPLIES FOR TRUCK	12/2019	132787 12-11	440.38
192121	2 -6531	ABSOLUTE POWER WASH	POWER WASHING	12/2019	13854 12-05	375.00
DEPARTMENT TOTAL:						5,111.37
DEPARTMENT: 533 SEWER MAINTENANCE						
192888	2 -5511	O'REILLY AUTO PARTS	SUPPLIES-NEW TRUCK	12/2019	2075-178717 11-27	242.53
192886	2 -5635	TRUCK N STUFF	SUPPLIES FOR NEW TRUCK	12/2019	9496 11-27	1,148.94
193151	2 -5820	LOT MAINTENANCE (INC)	CAMERA SEWER LINE	12/2019	037386 11-30	2,925.00
192894	2 -6275	CONERY MFG INC	RPLCMNT-LIFT STATN FLOATS	12/2019	190823 11-26	1,524.13
193146	2 -6331	SUMMIT TRUCK GROUP	PARTS-REPAIR TRUCK	12/2019	411196377 12-11	104.04
193148	2 -6425	COMMERCIAL POWER SOLUTIONS, YEARLY CONTRACT LIFT STTN		12/2019	5313 12-12	9,960.00
DEPARTMENT TOTAL:						15,904.64
DEPARTMENT: 571 COMMUNITY ACTIVITIES						
192907	2 -5249	REASOR'S	SENIOR'S MEAL PLAN	12/2019	4144 12-02	149.58
DEPARTMENT TOTAL:						149.58

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 575		MAINTENANCE FACILITY				
193129	2 -5106	CERTIFIED LABORATORIES	SHOP SUPPLIES	12/2019	3762940 11-22	1,068.89
193152	2 -5640	LOWE'S BUSINESS ACCOUNT	SUPPLIES -NEW PW DOORS	12/2019	01963 12-13	35.10
192114	2 -5879	AIR COMFORT INC	HEATER UNIT-PW SHOP	12/2019	128568 11-30	8,458.00
192890	2 -5954	ALL MAINTENANCE SUPPLY	JANITORIAL SUPPLIES-PW	12/2019	00087212-01 12-03	93.56
193079	2 -6299	J H SOLUTIONS	ELECTRICAL WORK	12/2019	1608 12-05	80.00
193150	2 -6299	J H SOLUTIONS	ELEC WORK-PW SHOP	12/2019	1611 12-12	400.00
190307	2 -6389	AIRE-MASTER COMMERCIAL	HYGEFY 19/20 DEODORIZER/MAINT	12/2019	121298738 12-23	14.00
192889	2 -6456	SHERWIN-WILLIAMS	SUPPLIES-PAINT DOORS	12/2019	4806-7 12-04	14.67
193080	2 -6456	SHERWIN-WILLIAMS	SUPPLIES TO PAINT DOORS	12/2019	4865-3 12-05	87.04
192879	2 -6534	BLUE SKY SUPPLY INC	COFFEE SUPPLIES-PW SHOP	12/2019	01338892 12-03	134.14
DEPARTMENT TOTAL:						10,385.40
FUND TOTAL:						43,894.39

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 252 CITY HALL						
192393	2 -5879	AIR COMFORT INC	CITY HALL A/C UNIT	12/2019	128567 11-30	13,313.00
DEPARTMENT TOTAL:						13,313.00
DEPARTMENT: 521 STREET MAINTENANCE						
193167	2 -5966	WARRIORS CONCRETE	6 & MAIN	12/2019	0001 12-27	10,300.00
193081	2 -6470	PROACTIVE LANDSCAPING	BULBS HOLIDAY LIGHTING	12/2019	64312 12-10	330.00
DEPARTMENT TOTAL:						10,630.00
DEPARTMENT: 532 SEWER PLANT						
193147	2 -6426	VEOLIA WATER NORTH AMERICA MAINT	CAP OVERAGE	12/2019	90211070 09-20	30,968.82
DEPARTMENT TOTAL:						30,968.82
DEPARTMENT: 561 PARKS & GROUNDS						
193138	2 -5670	OKLA DEPT OF TRANSPORTATION	CHURCHILL PARK TRAIL	12/2019	33039(04)-1 11-08	210,835.00
DEPARTMENT TOTAL:						210,835.00
FUND TOTAL:						265,746.82

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 801		INS & CASH REIMBURS				
192652	2 -0120	V. R. EWING	DEFERRED COMP DISTRIB	12/2019	2020 DISTRIBUTION	36,500.00
DEPARTMENT TOTAL:						36,500.00
FUND TOTAL:						36,500.00
GRAND TOTAL:						346,141.21

G / L R E C A P

PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
12/2019	50	5-213-5250	CONTRACTUAL SERVICES	2,398.00	
12/2019	50	5-215-5250	CONTRACTUAL SERVICES	360.00	
12/2019	50	5-216-5250	CONTRACTUAL SERVICES	105.00	
12/2019	50	5-231-5230	BUSINESS	377.15	
12/2019	50	5-231-5250	CONTRACTUAL SERVICES	78.00	
12/2019	50	5-242-5250	CONTRACTUAL SERVICES	4,091.84	
12/2019	50	5-252-5242	MATERIALS AND SUPPLIES	2,597.41	
12/2019	50	5-252-5248	REPAIR AND MAINTENANCE	160.00	
12/2019	50	5-252-5250	CONTRACTUAL SERVICES	271.00	
12/2019	50	5-523-5240	VEHICLE PARTS/REPAIRS	85.00	
12/2019	50	5-523-5242	MATERIALS AND SUPPLIES	1,500.00	
12/2019	50	5-523-5248	REPAIR AND MAINTENANCE	320.00	
12/2019	50	5-531-5240	VEHICLE PARTS/REPAIRS	749.90	
12/2019	50	5-531-5242	MATERIALS AND SUPPLIES	936.47	
12/2019	50	5-531-5250	CONTRACTUAL SERVICES	3,425.00	
12/2019	50	5-533-5240	VEHICLE PARTS/REPAIRS	1,495.51	
12/2019	50	5-533-5242	MATERIALS AND SUPPLIES	1,524.13	
12/2019	50	5-533-5250	CONTRACTUAL SERVICES	12,885.00	
12/2019	50	5-571-5242	MATERIALS AND SUPPLIES	149.58	
12/2019	50	5-575-5242	MATERIALS AND SUPPLIES	1,433.40	
12/2019	50	5-575-5248	REPAIR AND MAINTENANCE	480.00	
12/2019	50	5-575-5250	CONTRACTUAL SERVICES	8,472.00	43,894.39
12/2019	53	5-252-5392	BUILDING AND IMPROVEMENTS	13,313.00	
12/2019	53	5-521-5393	ROADS AND BRIDGES	10,630.00	
12/2019	53	5-532-5399	OTHER EQUIPMENT	30,968.82	
12/2019	53	5-561-5392	BUILDING AND IMPROVEMENTS	210,835.00	265,746.82
12/2019	59	5-801-5250	CONTRACTUAL SERVICES	36,500.00	36,500.00
			GRAND TOTAL ESTIMATE:		0.00
			GRAND TOTAL ACTUAL:		346,141.21
			REPORT TOTAL:		346,141.21

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 215 REVENUE COLLECTIONS						
190324	2 -6480	TECHNICAL PROGRAMMING SERVI	105122 12-01 UTILITY BILL	12/2019	105122 12-01	5,343.84
DEPARTMENT TOTAL:					5,343.84	
DEPARTMENT: 252 CITY HALL						
190042	2 -6164	COX COMMUNICATIONS(FORMERLY	069560301 DEC 01, 19	12/2019	069560301 DEC 19	3,675.24
DEPARTMENT TOTAL:					3,675.24	
FUND TOTAL:					9,019.08	
GRAND TOTAL:					9,019.08	

PAID UNAPPROVED

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 590 SOLID WASTE						
192851	2 -5038	CITY OF JENKS	NOV/DEC 2019 RES/COM	12/2019	NOV/DEC 2019 RES	3,949.49
192850	2 -5471	CONTROLLED WASTE INC	NOV SERV/DEC BILL 2019	12/2019	NOV/DEC 2019 SOLID	119,114.70

DEPARTMENT TOTAL: 123,064.19

FUND TOTAL: 123,064.19

PAID UNAPPROVED

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 801 INS & CASH REIMBURS						
192940	2 -6512	RIVER SOLUTIONS, LLC	CHANGE ORDER #1	12/2019	160 12-10	4,575.00
DEPARTMENT TOTAL:						4,575.00
FUND TOTAL:						4,575.00
GRAND TOTAL:						127,639.19

PAID UNAPPROVED

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 231 GENERAL GOVERNMENT						
190292	2 -5557	LANDMARK BUSINESS SYSTEMS	COPIER MAINT. FY 19-20	12/2019	0109058-IN 12-09	339.50
192964	2 -6148	SUNDANCE OFFICE SUPPLY INC	388809/388791/388550/3885	12/2019	388809 12-11	82.29
DEPARTMENT TOTAL:					421.79	
DEPARTMENT: 511 CITY ENGINEER						
192962	2 -5671	OTA PIKEPASS CUSTOMER SVC	20191196131 DEC 2019	12/2019	6116806 DEC 2019	29.23
DEPARTMENT TOTAL:					29.23	
DEPARTMENT: 531 WATER MAINTENANCE						
192962	2 -5671	OTA PIKEPASS CUSTOMER SVC	20191196131 DEC 2019	12/2019	5891284 DEC 2019	7.25
DEPARTMENT TOTAL:					7.25	
DEPARTMENT: 533 SEWER MAINTENANCE						
192962	2 -5671	OTA PIKEPASS CUSTOMER SVC	20191196131 DEC 2019	12/2019	2610994 DEC 2019	18.80
190019	2 -6222	O G & E	129904593-8 JAN 2020	12/2019	129904593-8 JAN 20	159.03
DEPARTMENT TOTAL:					177.83	
DEPARTMENT: 571 COMMUNITY ACTIVITIES						
192962	2 -5671	OTA PIKEPASS CUSTOMER SVC	20191196131 DEC 2019	12/2019	5056537 DEC 2019	9.60
DEPARTMENT TOTAL:					9.60	
DEPARTMENT: 575 MAINTENANCE FACILITY						
192964	2 -6148	SUNDANCE OFFICE SUPPLY INC	388809/388791/388550/3885	12/2019	388791 12-11	110.47
DEPARTMENT TOTAL:					110.47	
DEPARTMENT: 590 SOLID WASTE						
190603	2 -5241	THE METROPOLITAN ENVIRONM	MET SERVICES FY 19/20	12/2019	2389 12-02	5,698.50
192897	2 -5281	CITY OF TULSA	TREE DEBRIS/GREEN WASTE	12/2019	110083102 DEC 2019	41.80
DEPARTMENT TOTAL:					5,740.30	
FUND TOTAL:					6,496.47	

PAID UNAPPROVED

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 514 RADIO COMMUNICATIONS						
190006	2 -5415	BANCFIRST	0490089550 12-19 PR	12/2019	0490089550 12-19PR	22,322.33
190039	2 -6287	TALKRADIO LLC	2019-2020 LEASE	12/2019	8315 12-15 JAN 20	2,500.00
DEPARTMENT TOTAL:					24,822.33	
FUND TOTAL:					24,822.33	
GRAND TOTAL:					31,318.80	

PAID UNAPPROVED

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
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DEPARTMENT: 252 CITY HALL

193095	2 -6534	BLUE SKY SUPPLY INC	COFFEE SERVICE CITY HALL	12/2019	01405060 10-28	211.09
193096	2 -6534	BLUE SKY SUPPLY INC	COFFEE SERVICE CITY HALL	12/2019	01338633 11-19	118.19

DEPARTMENT TOTAL: 329.28

DEPARTMENT: 531 WATER MAINTENANCE

193102	2 -5456	TIMMONS OIL COMPANY INC	BI31580 12-06-2019 DIESEL	12/2019	BI31580 12-06-19	148.47
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DEPARTMENT TOTAL: 148.47

FUND TOTAL: 477.75

GRAND TOTAL: 477.75

PAID UNAPPROVED

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 211						
192466	2 -5918	CITY MANAGER JPMORGAN CHASE BANK NA	ICMA ANNUAL CONF	12/2019	10-12-19 HYATT HOU	862.02
DEPARTMENT TOTAL:						862.02
DEPARTMENT: 212						
192969	2 -5918	CITY CLERK JPMORGAN CHASE BANK NA	BUSINESS LUNCH/HEATERS	12/2019	11-12-19 CAMPESINO	32.00
DEPARTMENT TOTAL:						32.00
DEPARTMENT: 214						
193093	2 -5918	CITY ATTORNEY JPMORGAN CHASE BANK NA	BUSINESS LUNCH	12/2019	11-06-19 DIG INN	11.00
193094	2 -5918	JPMORGAN CHASE BANK NA	CONTRACTS CONF-TRAVEL	12/2019	11-09-19 UBER	62.10
DEPARTMENT TOTAL:						73.10
DEPARTMENT: 215						
192969	2 -5918	REVENUE COLLECTIONS JPMORGAN CHASE BANK NA	BUSINESS LUNCH/HEATERS	12/2019	11-12-19 HOME DEPO	148.44
DEPARTMENT TOTAL:						148.44
DEPARTMENT: 231						
192193	2 -5918	GENERAL GOVERNMENT JPMORGAN CHASE BANK NA	JAMF MOBILE MGMT-IPADS	12/2019	12-02-19 JAMF	54.00
192971	2 -5918	JPMORGAN CHASE BANK NA	SGR LEADERSHIP CONF REG	12/2019	10-16-19 STRATEGIC	349.00
192972	2 -5918	JPMORGAN CHASE BANK NA	BUSINESS EXPNESES	12/2019	10-04-19 MCDONALDS	377.65
DEPARTMENT TOTAL:						780.65
DEPARTMENT: 242						
192970	2 -5918	ECONOMIC DEVELOPMENT JPMORGAN CHASE BANK NA	PAINT JENKS PINK BOOST	12/2019	11-08-19 FACEBOOK	18.24
192973	2 -5918	JPMORGAN CHASE BANK NA	SUBSCRIPTION	12/2019	10-14-19 BHM*OK NE	173.29
193109	2 -5918	JPMORGAN CHASE BANK NA	WALKABILITY SEMINAR	12/2019	06-23-19 KIMPTON H	210.62
DEPARTMENT TOTAL:						402.15

PAID UNAPPROVED

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 511 CITY ENGINEER						
192968	2 -5918	JPMORGAN CHASE BANK NA	PW ISSUES DISCUSSION	12/2019	11-27-19 CAMPESINO	42.53
DEPARTMENT TOTAL:						42.53
DEPARTMENT: 514 TECH & COMMUNICATIONS						
192982	2 -5918	JPMORGAN CHASE BANK NA	IT BACK STOCK	12/2019	11-13-19 AMAZON	241.71
192983	2 -5918	JPMORGAN CHASE BANK NA	AMAZON PRIME	12/2019	10-18-19 AMAZON	12.99
DEPARTMENT TOTAL:						254.70
DEPARTMENT: 522 GENERAL MAINTENANCE						
192976	2 -5918	JPMORGAN CHASE BANK NA	SEAT BELR RPR-SNR BUS	12/2019	11-07-19 DIAMOND C	101.03
DEPARTMENT TOTAL:						101.03
DEPARTMENT: 531 WATER MAINTENANCE						
192448	2 -5918	JPMORGAN CHASE BANK NA	MONTHLY CAR WASH	12/2019	11-12-19 TIDAL WAV	25.99
192974	2 -5918	JPMORGAN CHASE BANK NA	CDL PERMIT	12/2019	11-05-19 JENKS TAG	63.90
192975	2 -5918	JPMORGAN CHASE BANK NA	TAGS-TRUCK & VAN	12/2019	11-22-19 JENKS TAG	96.11
192977	2 -5918	JPMORGAN CHASE BANK NA	TULSA SURPLUS AUC LUNCH	12/2019	11-09-19 EL RANCHO	28.21
192978	2 -5918	JPMORGAN CHASE BANK NA	LUNCH MTG-TULSA AUCTION	12/2019	11-08-19 EL RANCHO	40.69
192979	2 -5918	JPMORGAN CHASE BANK NA	PESTICIDE LICENSE RENEWAL	12/2019	11-08-19 KELLY REG	53.00
192980	2 -5918	JPMORGAN CHASE BANK NA	LUNCH MTG-PW & ENGINEER	12/2019	11-07-19 CAMPESINO	67.01
DEPARTMENT TOTAL:						374.91
DEPARTMENT: 571 COMMUNITY ACTIVITIES						
192981	2 -5918	JPMORGAN CHASE BANK NA	KITCHEN SUPPLIES	12/2019	11-19-19 CURTIS EQ	29.62
DEPARTMENT TOTAL:						29.62
DEPARTMENT: 575 MAINTENANCE FACILITY						
192586	2 -5918	JPMORGAN CHASE BANK NA	SUPPLIES FOR PW SHOP	12/2019	11-26-19 SCOVIL &	2,287.00
DEPARTMENT TOTAL:						2,287.00
FUND TOTAL:						5,388.15

PAID UNAPPROVED

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 252		CITY HALL				
193098	2 -5918	JPMORGAN CHASE BANK NA	VARIDESK	12/2019	08-10-19 VARIDESK	1,326.24
DEPARTMENT TOTAL:						1,326.24
FUND TOTAL:						1,326.24
GRAND TOTAL:						6,714.39

PAID UNAPPROVED

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 511 CITY ENGINEER						
193074	2 -5259	AMERICAN PUBLIC WORKS ASSN	103745 MEMBERSHIP RENEWAL	12/2019	103745 CARR 20/21	208.00
DEPARTMENT TOTAL:				208.00		
FUND TOTAL:				208.00		
GRAND TOTAL:				208.00		

PAID UNAPPROVED

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
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DEPARTMENT: 252 CITY HALL

192885	2 -5230	MURPHY SANITARY SUPPLY LLC	JANITORIAL SUPPLIES	12/2019	078663 08-16	340.34
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DEPARTMENT TOTAL: 340.34

FUND TOTAL: 340.34

GRAND TOTAL: 340.34

PAID UNAPPROVED

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 242		ECONOMIC DEVELOPMENT				
193103	2 -6273	SIXPR LLC	SIMON OUTLET MALL PR	12/2019	2019-0162 12-05	1,000.00
					DEPARTMENT TOTAL:	1,000.00
DEPARTMENT: 523		DRAINAGE MAINTENANCE				
192892	2 -5820	LOT MAINTENANCE (INC)	CAMERA STORM LINE	12/2019	037342 10-30	1,300.00
					DEPARTMENT TOTAL:	1,300.00
DEPARTMENT: 531		WATER MAINTENANCE				
192878	2 -6286	HARRIS CORPORATION	RPR-MOBILE RADIO	12/2019	93329795 10-17	586.10
					DEPARTMENT TOTAL:	586.10
DEPARTMENT: 575		MAINTENANCE FACILITY				
192893	2 -6329	APS FIRECO TULSA	MAINT FACI-FIRE EXT INSP	12/2019	00090378 10-31	672.50
					DEPARTMENT TOTAL:	672.50
					FUND TOTAL:	3,558.60
					GRAND TOTAL:	3,558.60

PAID UNAPPROVED

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 531 WATER MAINTENANCE						
193111	2 -5456	TIMMONS OIL COMPANY INC	DIESEL EXHAUST FLUID	12/2019	WI11482 12-11-19	36.13
192882	2 -5966	WARRIORS CONCRETE	WATER BREAK SITE REPAIRS	12/2019	0001 12-05	13,700.00
DEPARTMENT TOTAL:					13,736.13	
FUND TOTAL:					13,736.13	

PAID UNAPPROVED

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
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DEPARTMENT: 521 STREET MAINTENANCE						
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192881	2 -5966	WARRIORS CONCRETE	CITY HALL SIDEWALK	12/2019	0004 12-03	3,700.00
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DEPARTMENT TOTAL:					3,700.00	
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FUND TOTAL:					3,700.00	
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GRAND TOTAL:					17,436.13	
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PAID UNAPPROVED

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 231 GENERAL GOVERNMENT						
193165	2 -5316	JENKS AQUARIUM AUTHORITY	EVENT RENTAL FEE	12/2019	11212178 11-13	1,000.00
DEPARTMENT TOTAL:				1,000.00		
FUND TOTAL:				1,000.00		
GRAND TOTAL:				1,000.00		

PAID UNAPPROVED

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: N/A NON-DEPARTMENTAL						
190472	2 -5320	COMMUNITY CARE	12-01-19 EAP MONTHLY FEE	12/2019	12-01-19 EAP FEE	55.75
DEPARTMENT TOTAL:				55.75		
FUND TOTAL:				55.75		
GRAND TOTAL:				55.75		

PAID UNAPPROVED

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 514 RADIO COMMUNICATIONS						
190038	2 -6284	COX COMMUNICATIONS	2019/2020 FIBER CONNECTIO	12/2019	070978301 12-14-19	782.50
DEPARTMENT TOTAL:				782.50		
FUND TOTAL:				782.50		
GRAND TOTAL:				782.50		

PAID UNAPPROVED

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 212 CITY CLERK						
193155	2 -6191	AMERICAN LASER INC	VARIOUS TONER	12/2019	10811 10-08	598.00
DEPARTMENT TOTAL:					598.00	
DEPARTMENT: 216 PERSONNEL						
193155	2 -6191	AMERICAN LASER INC	VARIOUS TONER	12/2019	10829 10-25	91.00
DEPARTMENT TOTAL:					91.00	
DEPARTMENT: 532 SEWER PLANT						
192094	2 -5381	WASTE MANAGEMENT	SLUDGE HAULING & DISPOSAL	12/2019	2244558-1006-5 12-	5,527.73
193140	2 -5381	WASTE MANAGEMENT	SLUDGE HAULING/DISPOSAL	12/2019	2244558-1006-5 12-	2,807.75
DEPARTMENT TOTAL:					8,335.48	
DEPARTMENT: 575 MAINTENANCE FACILITY						
193155	2 -6191	AMERICAN LASER INC	VARIOUS TONER	12/2019	10753 09-20	657.00
DEPARTMENT TOTAL:					657.00	
FUND TOTAL:					9,681.48	
GRAND TOTAL:					9,681.48	

PAID UNAPPROVED

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 532 ** INVALID DEPARTMENT **						
183881	2 -6485	CP&Y INC	PROFESSIONAL ENGINEERING	12/2019	COJE1801042.00-09	24,000.00
DEPARTMENT TOTAL:						24,000.00
FUND TOTAL:						24,000.00
GRAND TOTAL:						24,000.00

PAID UNAPPROVED

JPWA
Fund 50
Financial Position
As of 11/30/2019

	Actual FY 19-20 Jul 1 - Nov 30	Budget Year 2 FY 19-20	Actual FY 18-19 Jul 1 - Nov 30
Gross Revenues:			
Water Sales	\$ 2,536,165.88	\$ 5,355,000.00	\$ 2,855,449.51
Water Taps	32,156.00	95,000.00	38,518.00
Sewer	644,717.40	1,485,000.00	663,517.94
Sewer Taps	13,200.00	45,000.00	16,800.00
Field Charges	25,437.40	42,000.00	13,470.00
Penalties	47,823.56	125,000.00	63,272.22
Bulk Water	259.05	300.00	114.07
Return Check Fee	660.00	1,700.00	765.00
Solid Waste Revenue	526,281.84	1,257,000.00	25,480.92
Recycling Fee	76,557.10	330,000.00	42,186.00
Water Sales - Industrial	1,563,831.38	5,600,000.00	3,118,948.64
Stormwater Sewer	93,845.00	222,000.00	92,242.00
EMSA Fees	163,987.25	260,000.00	161,063.00
Online Convenience Fee	18,611.10	43,000.00	18,127.80
Miscellaneous Fees	-	-	-
Miscellaneous	6,777.31	3,000.00	1,798.59
Interest	9,363.08	50,000.00	17,146.40
Interest On Investments	110,180.38	250,000.00	104,914.55
Total Gross Revenues:	\$ 5,869,853.73	\$ 15,164,000.00	\$ 7,233,814.64

Expenditures:			
City Manager	\$ 2,447.06	\$ 67,700.00	\$ 29,881.44
City Clerk	103,060.63	287,000.00	111,297.34
City Treasurer	69,755.85	245,875.00	7,007.68
City Attorney	78,134.46	184,425.00	71,143.77
Revenue Collections	157,547.78	268,825.00	103,326.53
Personnel	1,327.18	5,000.00	1,482.97
Admin Support/Records	25,454.88	48,050.00	16,243.69
General Government	91,126.36	199,600.00	76,179.36
City Planner	79,994.40	174,875.00	73,822.19
Economic Development	332,903.17	625,575.00	289,674.91
City Facilities	205,412.12	302,750.00	195,040.55
City Engineer	246,144.80	563,750.00	153,658.49
Protective Inspections	47,708.54	139,845.00	54,352.15
Technology & Communications	33,773.74	80,040.00	29,278.00
General Maintenance	129,784.39	290,825.00	136,023.39
Drainage Maintenance	139,017.77	283,925.00	97,969.82
Water Supply	2,925,956.10	6,850,000.00	4,205,817.75
Water Maintenance	298,324.23	721,380.00	301,839.14
Sewer Plant	703,563.82	788,000.00	530,672.03
Sewer Maintenance	149,996.34	456,880.00	164,377.43
Community Activities	25,911.60	57,000.00	23,669.96
Maintenance Facility	65,055.41	106,550.00	45,240.73
Solid Waste	558,340.83	1,523,000.00	5,510.50
Total Expenditures:	\$ 6,470,741.46	\$ 14,270,870.00	\$ 6,723,509.82
Excess (deficiency) of			
Revenues over Expenditures:	\$ (600,887.73)	\$ 893,130.00	\$ 510,304.82
Other Financing Sources (Uses)			
Industrial Water Sales Adjustment	\$ -	\$ -	\$ (623,789.73)
Sales Tax Transfer from General Fund	2,767,248.73	6,338,000.00	2,637,381.21
Use Tax Transfer from General Fund	550,478.65	1,267,600.00	422,795.43
Transfers In - Other	-	171,000.00	-
Transfers Out	(3,317,727.38)	(9,355,600.00)	(3,060,176.64)
Total Other Financing Sources (Uses):	\$ -	\$ (1,579,000.00)	\$ (623,789.73)
Net Change in Fund Balance:	\$ (600,887.73)	\$ (685,870.00)	\$ (113,484.91)

JENKS PUBLIC WORKS AUTHORITY

Transaction Date	Transaction Time	Card Number	Custom Vehicle/Asset ID	Units	Product	Merchant Name	Merchant Address	Merchant City	Merchant State / Province	Merchant Postal Code	Current Odometer	Adjusted Odometer	Driver Last Name	Driver Department	Department
11/21/2019	09:13:07	****01481	S31 668 19 FORD	13.2 UNL	QUIKTRIP 0101	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	481	371629	miller	512	511
11/21/2019	10:20:59	****01031	S31 11 CHEV2K2	26.7 SUP	QUIKTRIP 0101	Quiktrip 0101	12100 S Waco Ave	Sapulpa	OK	74066	74066	74066	MICHENER	561	531
11/22/2019	12:46:26	****01491	S31 667 19 FORD	34.7 SUP	QUIKTRIP 0101	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	2833	2833	Amberman	531	531
11/22/2019	13:07:36	****01151	S71 14 Ford	20 UNL	QUIKTRIP 0086	Quiktrip 0086	9555 Riverside Pkwy	Tulsa	OK	74137	2052	2052	Kingsley	571	571
11/24/2019	10:20:16	****01041	S31 GMC 1500 PU	21.8 UNL	QUIKTRIP 0101	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	125755	125755	RADABAUGH	531	531
11/24/2019	18:41:51	****01411	S31 664 19 FORD	41.7 UNL	QUIKTRIP 0101	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	7929	7929	COON	523	531
11/25/2019	07:52:55	****00971	S23 06 Ford	27.1 UNL	QUIKTRIP 0121	Quiktrip 0121	12100 S Waco Ave	Sapulpa	OK	74066	110128	110128	cicero	523	523
11/26/2019	12:21:58	****01171	S33 CHEVY 1500 PU	14.5 SUP	QUIKTRIP 0101	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	153198	153198	RONGEY	522	533
11/26/2019	17:58:36	****00911	S23 11 FORD	25.2 UNL	QUIKTRIP 0101	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	73510	73510	DOYLE	521	523
11/27/2019	08:16:09	****01031	S31 11 CHEV2K2	23.4 UNL	QUIKTRIP 0121	Quiktrip 0121	12100 S Waco Ave	Sapulpa	OK	74066	171767	171767	MICHENER	561	531
11/27/2019	08:50:37	****01491	S31 667 19 FORD	32.7 SUP	QUIKTRIP 0101	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	3065	3065	Amberman	531	531
11/27/2019	11:10:49	****01441	S31 665 19 FORD	36.8 SUP	QUIKTRIP 0101	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	5334	5334	SCOTTJ	531	531
11/27/2019	15:30:15	****00271	S21 96 FORD 15V	20.3 UNL	QUIKTRIP 0121	Quiktrip 0121	12100 S Waco Ave	Sapulpa	OK	74066	102821	102821	MCCROSSEN	531	521
11/27/2019	09:10:55	****00061	S21 07 Ford	31.6 SUP	QUIKTRIP 0101	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	110707	110707	MORGAN	561	521
12/02/2019	09:49:04	****00971	S23 06 Ford	25.8 UNL	QUIKTRIP 0121	Quiktrip 0121	12100 S Waco Ave	Sapulpa	OK	74066	110360	110360	cicero	523	523
12/02/2019	17:12:39	****01041	S31 GMC 1500 PU	23.5 UNL	QUIKTRIP 0101	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	125942	125977	RADABAUGH	531	531
12/04/2019	15:41:34	****00051	S31 02 Chevy	24.9 UNL	QUIKTRIP 0101	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	102851	102851	NICOLAS	533	531
12/04/2019	15:07:51	****01411	S31 664 19 FORD	39.9 UNL	QUIKTRIP 0101	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	8137	8137	COON	523	531
12/04/2019	17:10:37	****00361	S11 15 Chevy	18.6 UNL	QUIKTRIP 0106	Quiktrip 0106	91 W 141st St	Glenpool	OK	74033	50367	50367	head	531	511
12/06/2019	12:45:59	****01151	S71 14 Ford	16.3 UNL	QUIKTRIP 0101	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	20175	20175	Kingsley	571	571
12/09/2019	07:33:46	****01031	S31 11 CHEV2K2	25.8 UNL	QUIKTRIP 0121	Quiktrip 0121	12100 S Waco Ave	Sapulpa	OK	74066	171940	171940	MICHENER	561	531
12/09/2019	07:48:51	****01171	S33 CHEVY 1500 PU	14.4 SUP	QUIKTRIP 0101	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	163350	163350	RONGET	522	533
12/09/2019	08:10:54	****01041	S31 GMC 1500 PU	22.8 UNL	QUIKTRIP 0101	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	126190	126190	RADABAUGH	531	531
12/09/2019	16:41:17	****01491	S31 667 19 FORD	41.2 SUP	QUIKTRIP 0101	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	3339	3339	Amberman	531	531
12/10/2019	08:55:41	****00911	S23 11 FORD	21.7 UNL	QUIKTRIP 0101	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	73785	73785	DOYLE	531	523
12/10/2019	15:13:52	****00811	S21 662 10 EXPLOR	15.8 UNL	QUIKTRIP 0121	Quiktrip 0121	12100 S Waco Ave	Sapulpa	OK	74066	82009	82009	MCCROSSEN	531	521
12/10/2019	15:22:10	****01481	S31 668 19 FORD	13.3 UNL	QUIKTRIP 0101	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	727	727	miller	512	511
12/10/2019	15:22:10	****01551	S33 670 19 FORD	41.8 UNL	QUIKTRIP 0101	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	1117	1117	MCFARLAND	561	533
12/11/2019	08:06:32	****01441	S31 665 19 FORD	28.9 SUP	QUIKTRIP 0101	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	5563	5563	SCOTTJ	561	531
12/12/2019	13:15:39	****01391	213 633 FORD EXP	11.6 UNL	QUIKTRIP 0101	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	86849	86849	JONES	522	213
12/13/2019	07:47:02	****01411	S31 664 19 FORD	34.9 UNL	QUIKTRIP 0101	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	8302	8302	COON	523	531
12/13/2019	14:02:39	****01171	S33 CHEVY 1500 PU	11.3 SUP	QUIKTRIP 0101	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	163458	163458	RONGEY	522	533
12/13/2019	15:22:37	****00971	S23 06 Ford	30 UNL	QUIKTRIP 0101	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	110614	110614	cicero	533	523
12/15/2019	13:22:03	****01372	S11 639 EXPLOR 12	14.3 UNL	QUIKTRIP 0101	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	109430	109430	RADABAUGH	531	511
12/16/2019	11:16:35	****00061	S21 07 Ford	5.88 SUP	QUIKTRIP 0101	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	109501	109501	RADABAUGH	561	521
12/16/2019	13:44:33	****01041	S31 GMC 1500 PU	20.6 UNL	QUIKTRIP 0101	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	123445	123445	MORGAN	531	531
12/17/2019	07:52:24	****00061	S21 07 Dodge	43.3 SUP	QUIKTRIP 0101	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	126396	126396	Livesay	531	531
12/17/2019	09:16:20	****01491	S31 667 19 FORD	39.5 SUP	QUIKTRIP 0101	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	51323	51323	MORGAN	561	521
12/18/2019	07:11:01	****01372	S11 639 EXPLOR 12	15.1 UNL	QUIKTRIP 0101	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	3584	3584	Amberman	531	531
12/18/2019	16:24:56	****01551	S33 670 19 FORD	34.9 UNL	QUIKTRIP 0101	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	109961	109961	RADABAUGH	531	511
12/19/2019	10:57:15	****00061	S31 02 Chevy	22.7 SUP	QUIKTRIP 0101	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	1242	1242	MCFARLAND	561	533
12/19/2019	13:24:39	****01441	S31 665 19 FORD	34.9 UNL	QUIKTRIP 0121	Quiktrip 0121	12100 S Waco Ave	Sapulpa	OK	74066	102785	102785	NICOLAS	533	531
12/20/2019	09:45:21	****00611	S21 662 10 EXPLOR	12.2 UNL	QUIKTRIP 0121	Quiktrip 0121	12100 S Waco Ave	Sapulpa	OK	74066	5845	5845	SCOTTJ	561	531
12/20/2019	14:21:21	****01561	S21 315 11 CHEVY	20.1 UNL	QUIKTRIP 0101	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	82137	82137	MCCROSSEN	531	521
12/20/2019	15:39:36	****00911	S23 11 FORD	22.3 UNL	QUIKTRIP 0101	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	66671	66671	MCCROSSEN	531	521
											74067	74067	DOYLE	531	523



CITY OF JENKS

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

MEMORANDUM

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

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

Date: **January 7, 2020**

Subject: **Simon Premium Outlets – Union Pacific Railroad Agreement**

The Simon Premium Outlets has been designed to bring a 6-inch sanitary sewer force main line west, beneath the Union Pacific Railroad and connect to our existing 14" force main that heads south to our waste water treatment plant. As part of the design, a permit with Union Pacific Railroad to bore under the railroad is required. Union Pacific is requiring in the attached permit to enter into an agreement with the City of Jenks. The agreement contains several conditions from both parties.

A separate agreement between the City of Jenks and Simon was drafted and outlines what items from the Union Pacific Railroad Agreement that Simon and their developer must follow during the installation of the forcemain. Staff has discussed each of these conditions with Simon. The one-time licensing fee of three thousand dollars (\$3,000.00) is being paid by Simon. These agreements have been reviewed by the City Attorney. Engineering Plans for Simon Premium Outlets has been reviewed and approved by city staff and DEQ.

Staff requests to enter into an Agreement between Union Pacific Railroad and the City of Jenks concerning the installation of a sanitary forcemain crossing underneath the Union Pacific Railroad. This sanitary forcemain will connect the Simon Premium Outlets to City of Jenks infrastructure. General location: South of the intersection of River District Drive and 1st Street.

Attachments:

Union Pacific Railroad Agreement - Folder No. 3147-53

PIPELINE CROSSING AGREEMENT

Mile Post: 140.87, Jenks (TSU) Subdivision/Branch
Location: Jenks, Tulsa County, Oklahoma

THIS AGREEMENT ("Agreement") is made and entered into as of December 3, 2019, ("Effective Date") by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, ("Licensor") and **JENKS PUBLIC WORKS AUTHORITY**, an Oklahoma Public Trust with the City of Jenks as its beneficiary, to be addressed at 60, Building B, 3rd Floor Morristown, New Jersey 07960 ("Licensee").

IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Article 1. LICENSOR GRANTS RIGHT.

A. In consideration of the license fee to be paid by Licensee set forth below and in further consideration of the covenants and agreements to be performed by Licensee, Licensor hereby grants to Licensee the right to construct and thereafter, during the term hereof, maintain and operate six (6) inch domestic sewage pipeline only, including any appurtenances required for the operation of said pipeline (collectively, "Licensee's Facilities") across Licensor's real property, trackage, or other facilities located in Jenks, Tulsa County, State of Oklahoma ("Railroad Property"). The specific specifications and limited purpose for Licensee's Facilities on, along, across and under Railroad Property are described in and shown on the Print and Specifications dated March 26, 2019, attached hereto as **Exhibit A** and made a part hereof.

B. Licensee represents and warrants that Licensee's Facilities will (i) only be used for six (6) inch domestic sewage pipeline, and (ii) not be used to convey any other substance, any fiber optic cable, or for any other use, whether such use is currently technologically possible, or whether such use may come into existence during the life of this Agreement.

C. Licensee acknowledges that if it or its contractor provides Licensor with digital imagery depicting Licensee's Facilities ("Digital Imagery"), Licensee authorizes Licensor to use the Digital Imagery in preparing **Exhibit A**. Licensee represents and warrants that through a license or otherwise, it has the right to use the Digital Imagery and to permit Licensor to use the Digital Imagery in said manner.

Article 2. LICENSE FEE.

Upon execution of this Agreement, the Licensee shall pay to the Licensor a one-time License Fee of **Three Thousand Dollars (\$3,000.00)**.

Article 3. TERM.

This Agreement shall take effect as of the Effective Date first herein written and shall continue in full force and effect until terminated as provided in the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of **Exhibit B**.

Article 4. LICENSEE'S COMPLIANCE WITH GENERAL TERMS.

Licensee represents and warrants that all work on Licensee's Facilities performed by Licensee or its contractors will strictly comply with all terms and conditions set forth herein, including the General Terms and Conditions, attached hereto as **Exhibit B** and made a part hereof.

Article 5. INSURANCE.

A. During the term of this Agreement, Licensee shall fully comply or cause its contractor(s) to fully comply with the insurance requirements described in **Exhibit C**, attached hereto and made a part hereof. Upon request only, Licensee shall send copies of all insurance documentation (e.g., certificates, endorsements, etc.) to Licenser at the address listed in the "NOTICES" Section of this Agreement.

B. If Licensee is subject to statute(s) limiting its insurance liability and/or limiting its ability to obtain insurance in compliance with **Exhibit C** of this Agreement, those statutes shall apply.

Article 6. DEFINITION OF LICENSEE.

For purposes of this Agreement, all references in this Agreement to Licensee will include Licensee's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority (collectively, a "Contractor"). If a Contractor is hired by Licensee to perform any work on Licensee's Facilities (including initial construction and subsequent relocation, maintenance, and/or repair work), then Licensee shall provide a copy of this Agreement to its Contractor(s) and require its Contractor(s) to comply with all terms and conditions of this Agreement, including the indemnification requirements set forth in the "INDEMNITY" Section of **Exhibit B**. Licensee shall require any Contractor to release, defend, and indemnify Licenser to the same extent and under the same terms and conditions as Licensee is required to release, defend, and indemnify Licenser herein.

Article 7. ATTORNEYS' FEES, EXPENSES, AND COSTS.

If litigation or other court action or similar adjudicatory proceeding is undertaken by Licensee or Licenser to enforce its rights under this Agreement, all fees, costs, and expenses, including, without limitation, reasonable attorneys' fees and court costs, of the prevailing Party in such action, suit, or proceeding shall be reimbursed or paid by the Party against whose interest the judgment or decision is rendered. The provisions of this Article shall survive the termination of this Agreement.

Article 8. WAIVER OF BREACH.

The waiver by Licenser of the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by Licensee shall in no way impair the right of Licenser to avail itself of any remedy for any subsequent breach thereof.

Article 9. ASSIGNMENT.

A. Licensee shall not assign this Agreement, in whole or in part, or any rights herein granted, without the written consent of Licenser, which must be requested in writing by Licensee. Any assignment or attempted transfer of this Agreement or any of the rights herein granted, whether voluntary, by operation of law, or otherwise, without Licenser's written consent, will be absolutely void and may result in Licenser's termination of this Agreement pursuant to the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of **Exhibit B**.

B. Upon Licensor's written consent to any assignment, this Agreement will be binding upon and inure to the benefit of the parties thereto, successors, heirs, and assigns, executors, and administrators.

Article 10. SEVERABILITY.

Any provision of this Agreement which is determined by a court of competent jurisdiction to be invalid or unenforceable shall be invalid or unenforceable only to the extent of such determination, which shall not invalidate or otherwise render ineffective any other provision of this Agreement.

Article 11. NOTICES.

Except Licensee's commencement of work notice(s) required under **Exhibit B**, all other notices required by this Agreement must be in writing, and (i) personally served upon the business address listed below ("Notice Address"), (ii) sent overnight via express delivery by a nationally recognized overnight delivery service such as Federal Express Corporation or United Parcel Service to the Notice Address, or (iii) by certified mail, return receipt requested to the Notice Address. Overnight express delivery notices will be deemed to be given upon receipt. Certified mail notices will be deemed to be given three (3) days after deposit with the United States Postal Service.

If to Licensor: Union Pacific Railroad Company
Attn: Analyst – Real Estate Utilities (Folder No. 03147-53)
1400 Douglas Street, MS 1690
Omaha, Nebraska 68179

If to Licensee: JENKS PUBLIC WORKS AUTHORITY
Attn: City Engineer
PO Box 2007
811 North Elm
Jenks, OK 74037-2007

Article 12. SPECIAL PROVISION – ONSITE OBSERVATION.

Licensor requires Licensee to provide monitoring of tracks and on-site observation through Licensor approved observer named below during all construction and installation work. Licensee is to directly coordinate services with the named inspector:

Railpros Field Services
Email: RP.Utility@railpros.com
Phone (682)223-5271

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY

JENKS PUBLIC WORKS AUTHORITY

By: _____
Kylan Crawford
Sr Mgr Real Estate Contracts

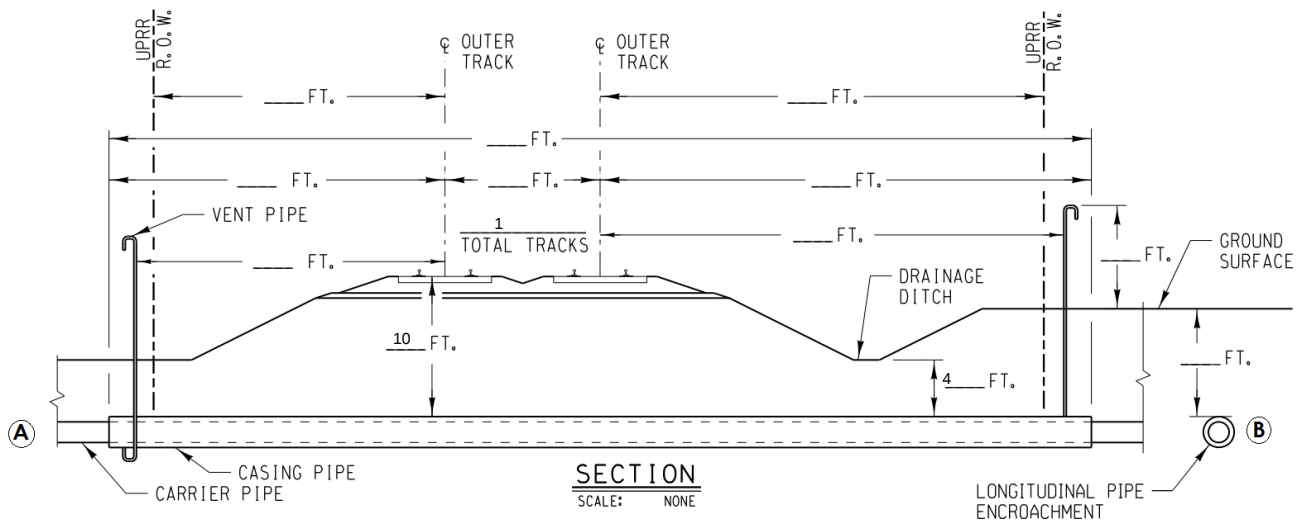
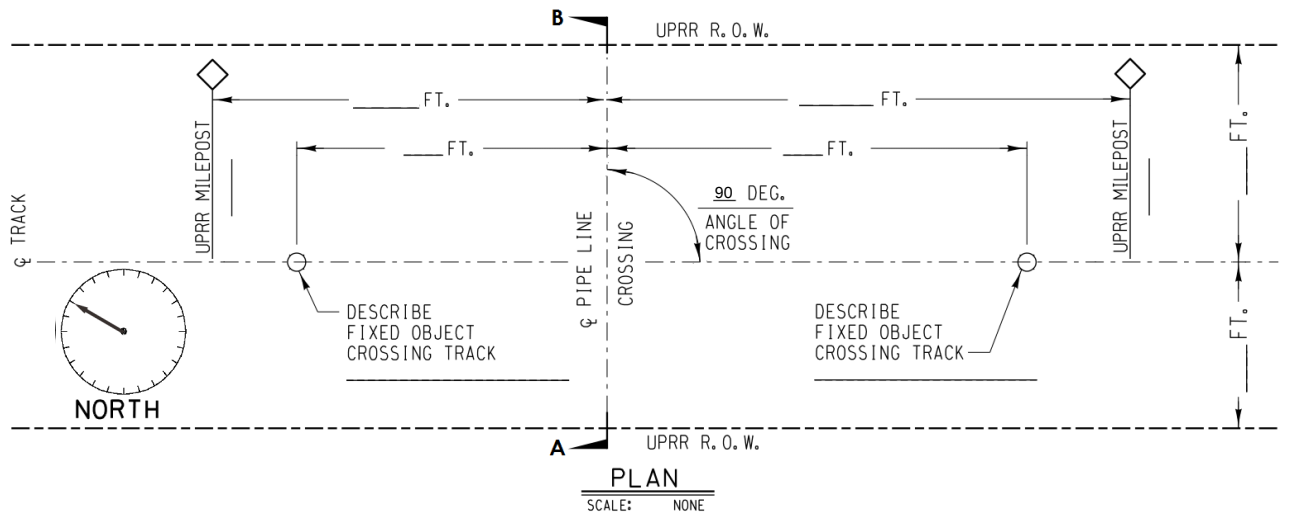
By: _____

Name Printed: _____

Title: _____

NON-FLAMMABLE LIQUID PIPELINE

☒ CROSSING
☐ ENCROACHMENT
☐ BOTH



NOTES:

- 1) ALL DIMENSIONS MEASURED PERPENDICULAR TO THE CENTERLINE OF TRACK
- 2) REFER TO AREMA VOLUME 1, CHAPTER 1, PART 5, SECTION 5.1

- A) METHOD OF INSTALLATION BORED AND JACKED
- B) DIST. FROM CENTERLINE OF TRACK TO PIPE ENCROACHMENT _____
- C) SIGNS PROVIDED? AT MINIMUM SIGNS WILL BE PROVIDED AS STATED ABOVE
- D) CARRIER MATERIAL STEEL, IF RCP, CLASS V? NA
COMMODITY TO BE CONVEYED DOMESTIC SEWAGE
OPERATIONAL PRESSURE 150 PSI, MAOP 150 PSI.
WALL THICKNESS (INCH)/ SCHEDULE 0.25, DIAMETER 6 IN.
CATHODIC/COATING PROTECTION NO
- E) CASING MATERIAL STEEL PIPE, IF RCP, CLASS V? NA
TOTAL LENGTH CASING PIPE: _____ FT.
WALL THICKNESS 0.25 IN. DIAMETER 12 IN.
CATHODIC/COATING PROTECTION YES
CASING PIPE IS OPEN AT THE ENDS.
- F) DISTANCE FROM CENTERLINE OF TRACK TO NEAR FACE OF BORING AND JACKING PITS WHEN MEASURED AT RIGHT ANGLES 100 AND 100.



BUILDING AMERICA®

EXHIBIT "A"

SUBDIVISION:

TRACK TYPE: INDUSTRY OR SPUR TRACK

M.P.:

LAT.: 36.01333333

E.S.M.:

LONG.: -95.96611111

NEAREST CITY:

COUNTY:

STATE:

JENKS

TULSA

OK

APPLICANT:

FILE NO.: 0314753

DATE:

EXHIBIT B

GENERAL TERMS AND CONDITIONS

Section 1. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED.

A. The foregoing grant is subject and subordinate to the prior and continuing right and obligation of Licensor to use and maintain its entire property including the right and power of Licensor to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Licensor without liability to Licensee or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of Railroad Property) and the right of Licensor to renew and extend the same, and is made without covenant of title or for quiet enjoyment. It shall be Licensee's sole obligation to obtain such additional permission, license and grants necessary on account of any such existing rights.

Section 2. ENGINEERING REQUIREMENTS; PERMITS.

A. Licensee's Facilities will be designed, constructed, operated, maintained, repaired, renewed, modified, reconstructed, removed, or abandoned in place on Railroad Property by Licensee or its contractor to Licensor's satisfaction and in strict conformity with: (i) Licensor's current engineering standards and specifications, including those for shoring and cribbing to protect Licensor's railroad operations and facilities ("UP Specifications"), except for variances approved in advance in writing by Licensor's Assistant Vice President Engineering – Design or its authorized representative ("UP Engineering Representative"); (ii) such other additional safety standards as Licensor, in its sole discretion, elects to require, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines (collectively, "UP Additional Requirements"); and (iii) all applicable laws, rules, and regulations, including any applicable Federal Railroad Administration and Federal Energy Regulatory Commission regulations and enactments (collectively, "Laws"). If there is any conflict between UP Specifications, UP Additional Requirements, and Laws, the most restrictive will apply.

B. Licensee shall keep the soil over Licensee's Facilities thoroughly compacted, and maintain the grade over and around Licensee's Facilities even with the surface of the adjacent ground.

C. If needed, Licensee shall secure, at Licensee's sole cost and expense, any and all necessary permits required to perform any work on Licensee's Facilities.

Section 3. NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES.

A. Licensee and its contractors are strictly prohibited from commencing any work associated with Licensee's Facilities without Licensor's written approval that the work will be in strict compliance with the "ENGINEERING REQUIREMENTS; PERMITS"

Section of this **Exhibit B**. Upon Licensors approval, Licensee shall contact both of Licensors field representatives ("Licensor's Field Representatives") at least ten (10) days before commencement of any work on Licensee's Facilities.

B. Licensee shall not commence any work until: (1) Licensor has determined whether flagging or other special protective or safety measures ("Safety Measures") are required for performance of the work pursuant to the "FLAGGING" Section of this **Exhibit B** and provided Licensee written authorization to commence work; and (2) Licensee has complied with the "PROTECTION OF FIBER OPTIC CABLE SYSTEMS" Section of this **Exhibit B**.

C. If, at any time, an emergency arises involving Licensee's Facilities, Licensee or its contractor shall immediately contact Licensor's Response Management Communications Center at (888) 877-7267.

Section 4. FLAGGING.

A. Following Licensee's notice to Licensor's Field Representatives required under the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**, Licensor shall inform Licensee if Safety Measures are required for performance of the work by Licensee or its contractor on Railroad Property. If Safety Measures are required, no work of any kind may be performed by Licensee or its contractor(s) until arrangements for the Safety Measures have been made and scheduled. If no Safety Measures are required, Licensor will give Licensee written authorization to commence work.

B. If any Safety Measures are performed or provided by Licensor, including but not limited to flagging, Licensor shall bill Licensee for such expenses incurred by Licensor, unless Licensor and a federal, state, or local governmental entity have agreed that Licensor is to bill such expenses to the federal, state, or local governmental entity. Additional information regarding the submission of such expenses by Licensor and payment thereof by Licensee can be found in the "LICENSEE'S PAYMENT OF EXPENSES" Section of this **Exhibit B**. If Licensor performs any Safety Measures, Licensee agrees that Licensee is not relieved of any of responsibilities or liabilities set forth in this Agreement.

C. For flagging, the rate of pay per hour for each flagger will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage, and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Licensor and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Licensee (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges.

D. Reimbursement to Licensor will be required covering the full eight-hour day during which any flagger is furnished, unless the flagger can be assigned to other railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagger is engaged in other railroad work. Reimbursement will also be required for any day not actually worked by the flaggers following the flaggers' assignment to work on the project for which

Licensors are required to pay the flaggers and which could not reasonably be avoided by Licensors by assignment of such flaggers to other work, even though Licensee may not be working during such time. When it becomes necessary for Licensors to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Licensee must provide Licensors a minimum of five (5) days notice prior to the cessation of the need for a flagger. If five (5) days notice of cessation is not given, Licensee will still be required to pay flagging charges for the days the flagger was scheduled, even though flagging is no longer required for that period. An additional ten (10) days notice must then be given to Licensors if flagging services are needed again after such five day cessation notice has been given to Licensors.

Section 5. SAFETY.

A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of any work on Railroad Property performed by Licensee or its contractor, and takes precedence over any work on Licensee's Facilities to be performed Licensee or its contractors. Licensee shall be responsible for initiating, maintaining and supervising all safety operations and programs in connection with any work on Licensee's Facilities. Licensee and its contractor shall, at a minimum comply, with Licensors's then current safety standards located at the below web address ("Licensors's Safety Standards") to ensure uniformity with the safety standards followed by Licensors's own forces. As a part of Licensee's safety responsibilities, Licensee shall notify Licensors if it determines that any of Licensors's Safety Standards are contrary to good safety practices. Licensee and its contractor shall furnish copies of Licensors's Safety Standards to each of its employees before they enter Railroad Property.

[Union Pacific Current Safety Requirements](#)

B. Licensee shall keep the job site on Railroad Property free from safety and health hazards and ensure that their employees are competent and adequately trained in all safety and health aspects of the work.

C. Licensee represents and warrants that all parts of Licensee's Facilities within and outside of the limits of Railroad Property will not interfere whatsoever with the constant, continuous, and uninterrupted use of the tracks, property, and facilities of Licensors, and nothing shall be done or suffered to be done by Licensee at any time that would in any manner impair the safety thereof.

D. Licensors's operations and work performed by Licensors's personnel may cause delays in Licensee's or its contractor's work on Licensee's Facilities. Licensee accepts this risk and agrees that Licensors shall have no liability to Licensee or any other person or entity for any such delays. Licensee must coordinate any work on Railroad Property by Licensee or any third party with Licensors's Field Representatives in strict compliance with the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit**

E. Licensors shall have the right, if it so elects, to provide any support it deems necessary for the safety of Licensors's operations and trackage during Licensee's or its contractor's construction, maintenance, repair, renewal, modification, relocation, reconstruction, or removal of Licensee's Facilities. In the event Licensors provides such support, Licensors shall invoice Licensee, and Licensee shall pay Licensors as set forth in the "LICENSEE'S PAYMENT OF EXPENSES" Section of this **Exhibit B**.

F. Licensee may use unmanned aircraft systems ("UAS") to inspect Licensee's Facilities only upon the prior authorization from and under the direction of Licensors's Field Representatives. Licensee represents and warrants that its use of UAS on Railroad Property will comply with Licensors's

then-current Unmanned Aerial Systems Policy and all applicable laws, rules and regulations, including any applicable Federal Aviation Administration regulations and enactments pertaining to UAS.

Section 6. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

Fiber optic cable systems may be buried on Railroad Property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. In addition to the notifications required under the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**, Licensee shall telephone Licensor during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except for holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on Railroad Property to be used by Licensee. If it is, Licensee shall telephone the telecommunications company(ies) involved, and arrange for a cable locator, make arrangements for relocation or other protection of the fiber optic cable, all at Licensee's expense, and will not commence any work on Railroad Property until all such protection or relocation has been completed.

Section 7. LICENSEE'S PAYMENT OF EXPENSES.

A. Licensee shall bear the entire cost and expense of the design, construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities.

B. Licensee shall fully pay for all materials joined, affixed to and labor performed on Railroad Property in connection with the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, and shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the property for any work done or materials furnished thereon at the instance or request or on behalf of Licensee. Licensee shall promptly pay or discharge all taxes, charges, and assessments levied upon, in respect to, or on account of Licensee's Facilities, to prevent the same from becoming a charge or lien upon any property of Licensor, and so that the taxes, charges, and assessments levied upon or in respect to such property shall not be increased because of the location, construction, or maintenance of Licensee's Facilities or any improvement, appliance, or fixture connected therewith placed upon such property, or on account of Licensee's interest therein. Where such tax, charge, or assessment may not be separately made or assessed to Licensee but shall be included in the assessment of the property of Licensor, then Licensee shall pay to Licensor an equitable proportion of such taxes determined by the value of Licensee's property upon property of Licensor as compared with the entire value of such property.

C. As set forth in the "FLAGGING" Section of this **Exhibit B**, Licensor shall have the right, if it so elects, to provide any Safety Measures Licensor deems necessary for the safety of Licensor's operations and trackage during Licensee's or its contractor's construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, including, but not limited to supervision, inspection, and flagging services. In the event Licensor provides such Safety Measures, Licensor shall submit an itemized invoice to Licensee's notice recipient listed in the "NOTICES" Article of this Agreement. Licensee shall pay to Licensor the total amount listed on such invoice within thirty (30) days of Licensee's receipt of such invoice.

Section 8. MODIFICATIONS TO LICENSEE'S FACILITIES.

A. This grant is subject to Licensor's safe and efficient operation of its railroad, and continued use and improvement of Railroad Property (collectively, "Railroad's Use"). Accordingly, Licensee shall, at its sole cost and expense, modify, reconstruct, repair, renew, revise, relocate, or remove (individually, "Modification", or collectively, "Modifications") all or any portion of Licensee's Facilities as Licensor may designate or identify, in its sole discretion, in the furtherance of Railroad's Use.

B. Upon any Modification of all or any portion of Licensee's Facilities to another location on Railroad Property, Licenser and Licensee shall execute a Supplemental Agreement to this Pipeline Agreement to document the Modification(s) to Licensee's Facilities on Railroad Property. If the Modifications result in Licensee's Facilities moving off of Railroad Property, this Agreement will terminate upon Licensee's completion of such Modification(s) and all requirements contained within the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of this **Exhibit B**. Any such Modification(s) off of Railroad Property will not release Licensee from any liability or other obligation of Licensee arising prior to and upon completion of any such Modifications to the Licensee's Facilities.

Section 9. RESTORATION OF RAILROAD PROPERTY.

In the event Licensee, in any manner moves or disturbs any property of Licenser in connection with the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, then, Licensee shall, as soon as possible and at Licensee's sole cost and expense, restore Licenser's property to the same condition as the same were before such property was moved or disturbed.

Section 10. INDEMNITY.

A. Definitions. As used in this Section:

1. "Licenser" includes Licenser, its affiliates, its and their officers, directors, agents and employees, and other railroad companies using Railroad Property at or near the location of Licensee's installation and their officers, directors, agents, and employees.
2. "Licensee" includes Licensee and its agents, contractors, subcontractors, sub-subcontractors, employees, officers, and directors, or any other person or entity acting on its behalf or under its control.
3. "Loss" includes claims, suits, taxes, loss, damages (including punitive damages, statutory damages, and exemplary damages), costs, charges, assessments, judgments, settlements, liens, demands, actions, causes of action, fines, penalties, interest, and expenses of any nature, including court costs, reasonable attorneys' fees and expenses, investigation costs, and appeal expenses.

B. Licensee shall release, defend, indemnify, and hold harmless Licenser from and against any and all Loss, even if groundless, fraudulent, or false, that directly or indirectly arises out of or is related to Licensee's construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, removal, presence, use, or operation of Licensee's Facilities, including, but not limited to, any actual or alleged:

1. Bodily harm or personal injury (including any emotional injury or disease) to, or the death of, any person(s), including, but not limited to, Licensee, Licenser, any telecommunications company, or the agents, contractors, subcontractors, sub-subcontractors, or employees of the foregoing;
2. Damage to or the disturbance, loss, movement, or destruction of Railroad Property, including loss of use and diminution in value, including, but not limited to, any telecommunications system(s) or fiber optic cable(s) on or near Railroad

Property, any property of Licensee or Licensor, or any property in the care, custody, or control of Licensee or Licensor;

3. Removal of person(s) from Railroad Property;
4. Any delays or interference with track or Railroad's Use caused by Licensee's activity(ies) on Railroad Property, including without limitation the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities or any part thereof, any activities, labor, materials, equipment, or machinery in conjunction therewith ;
5. Right(s) or interest(s) granted pursuant to this Agreement;
6. Contents escaping from Licensee's Facilities, including without limitation any actual or alleged pollution, contamination, breach, or environmental Loss;
7. Licensee's breach of this Agreement or failure to comply with its provisions, including, but not limited to, any violation or breach by Licensee of any representations and warranties Licensee has made in this Agreement; and
8. Violation by Licensee of any law, statute, ordinance, governmental administrative order, rule, or regulation, including without limitation all applicable Federal Railroad Administration regulations.

C. THE FOREGOING OBLIGATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW FOR THE BENEFIT OF LICENSOR TO LOSSES CAUSED BY, ARISING FROM, RELATING TO, OR RESULTING FROM, IN WHOLE OR IN PART, THE NEGLIGENCE OF LICENSOR, AND SUCH NEGLIGENCE OF LICENSOR SHALL NOT LIMIT, DIMINISH, OR PRECLUDE LICENSEE'S OBLIGATIONS TO LICENSOR IN ANY RESPECT. NOTWITHSTANDING THE FOREGOING, SUCH OBLIGATION TO INDEMNIFY LICENSOR SHALL NOT APPLY TO THE EXTENT THE LOSS IS CAUSED BY THE SOLE, ACTIVE AND DIRECT NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT OF LICENSOR AS DETERMINED IN A FINAL JUDGMENT BY A COURT OF COMPETENT JURISDICTION.

Section 11. TERMINATION; REMOVAL OF LICENSEE'S FACILITIES.

A. Excluding any period of construction, if Licensee does not use the right herein granted on Licensee's Facilities for one (1) year, or if Licensee continues in default in the performance of any provision of this Agreement for a period of thirty (30) days after written notice from Licensor to Licensee specifying such default, Licensor may, at its sole discretion, terminate this Agreement by written notice to Licensee at the address listed in the "NOTICES" Article of this Agreement. This Agreement will not terminate until Licensee complies with Paragraphs "C" and "D" of this Section found below.

C. Prior to the effective date of any termination described in this Section, Licensee shall submit an application to Licensor's online Utility Contracts System at [this link](#) for Licensee's removal, or if applicable, abandonment in place of Licensee's Facilities located on Railroad Property ("Removal/Abandonment Work"). Upon the UP Engineering Representative's approval of Licensee's application for the Removal/Abandonment Work, Licensor and Licensee shall execute a separate consent document that will govern Licensee's performance of the Removal/Abandonment Work from those portions of Railroad Property not occupied by roadbed and/or trackage ("Consent Document"). Licensor shall then restore the impacted Railroad Property to the same or

reasonably similar condition as it was prior to Licensee's installation of Licensee's Facilities. For purposes of this Section, Licensee's (i) performance of the Removal/Abandonment Work, and (ii) restoration work will hereinafter be collectively referred to as the "Restoration Work".

D. Following Licensee's completion of the Restoration Work, Licensee shall provide a written certification letter to Licensor at the address listed in the "NOTICES" Article of this Agreement which certifies that the Restoration Work has been completed in accordance with the Consent Document. Licensee shall report to governmental authorities, as required by law, and notify Licensor immediately if any environmental contamination is discovered during Licensee's performance of the Restoration Work. Upon discovery, the Licensee shall initiate any and all removal, remedial and restoration actions that are necessary to restore the property to its original, uncontaminated condition. Licensee shall provide written certification to Licensor at the address listed in the "NOTICES" Article of this Agreement that environmental contamination has been remediated and the property has been restored in accordance with Licensor's requirements. Upon Licensor's receipt of Licensee's restoration completion certifications, this Agreement will terminate.

E. In the event that Licensee fails to complete any of the Restoration Work, Licensor may, but is not obligated, to perform the Restoration Work. Any such work actually performed by Licensor will be at the cost and expense of Licensee. In the event that Licensor performs any of the Restoration Work, Licensee shall release Licensor from any and all Loss (defined in the "INDEMNITY" Section of this **Exhibit B**) arising out of or related to Licensor's performance of the Restoration Work.

F. Termination of this Agreement for any reason will not affect any of rights or obligations of the parties which may have accrued, or liabilities or Loss (defined in the "INDEMNITY" Section of this **Exhibit B**), accrued or otherwise, which may have arisen prior to such termination.

EXHIBIT C

INSURANCE REQUIREMENTS

In accordance with Article 5 of this Agreement, Licensee shall (1) procure and maintain at its sole cost and expense, or (2) require its Contractor(s) to procure and maintain, at their sole cost and expense, the following insurance coverage:

A. **Commercial General Liability Insurance.** Commercial general liability (CGL) with a limit of not less than \$2,000,000 each occurrence and an aggregate limit of not less than \$4,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

B. **Business Automobile Coverage Insurance.** Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a limit of not less \$2,000,000 for each accident, and coverage must include liability arising out of any auto (including owned, hired, and non-owned autos).

The policy must contain the following endorsements, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE:

- "Coverage For Certain Operations In Connection With Railroads" ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

C. **Workers' Compensation and Employers' Liability Insurance.** Coverage must include but not be limited to:

- Licensee's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement.
- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Licensee is self-insured, evidence of state approval and excess workers' compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

D. **Environmental Liability Insurance.** Environmental Legal Liability Insurance (ELL) applicable to bodily injury, property damage, including loss of use of damaged property or of property that has not been physically injured or destroyed, cleanup costs, and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims, or compliance with statute, all in

connection with any loss arising from the insured's performance under this Agreement. Except with respect to the limits of insurance, and any rights or duties specifically assigned to the first named insured, this insurance must apply as if each named insured were the only named insured; and separately to the additional insured against which claim is made or suit is brought. Coverage shall be maintained in an amount of at least \$2,000,000 per loss, with an annual aggregate of at least \$4,000,000.

Licensee warrants that any retroactive date applicable to ELL insurance coverage under the policy is the same as or precedes the Effective Date of this Agreement, and that continuous coverage will be maintained for a period of five (5) years beginning from the time the work under this Agreement is completed or if coverage is cancelled for any reason the policies extended discovery period, if any, will be exercised for the maximum time allowed.

E. **Railroad Protective Liability Insurance.** Licensee must maintain for the duration of work "Railroad Protective Liability" insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Licensor only as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000. The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this Agreement. Notwithstanding the foregoing, Licensee does not need Railroad Protective Liability Insurance after its initial construction work is complete and all excess materials have been removed from Licensor's property; PROVIDED, however, that Licensee shall procure such coverage for any subsequent maintenance, repair, renewal, modification, reconstruction, or removal work on Licensee's Facilities.

F. **Umbrella or Excess Insurance.** If Licensee utilizes umbrella or excess policies, and these policies must "follow form" and afford no less coverage than the primary policy.

Other Requirements

G. All policy(ies) required above (except business automobile, workers' compensation and employers' liability) must include Licensor as "Additional Insured" using ISO Additional Insured Endorsement CG 20 26 (or substitute form(s) providing equivalent coverage). The coverage provided to Licensor as additional insured shall not be limited by Licensee's liability under the indemnity provisions of this Agreement. BOTH LICENSOR AND LICENSEE EXPECT THAT LICENSOR WILL BE PROVIDED WITH THE BROADEST POSSIBLE COVERAGE AVAILABLE BY OPERATION OF LAW UNDER ISO ADDITIONAL INSURED FORM CG 20 26.

H. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this Agreement, or (b) all punitive damages are prohibited by all states in which this Agreement will be performed.

I. Licensee waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Licensor and its agents, officers, directors and employees for damages covered by the workers' compensation and employers' liability or commercial umbrella or excess liability obtained by Licensee required in this Agreement, where permitted by law. This waiver must be stated on the certificate of insurance.

J. All insurance policies must be written by a reputable insurance company acceptable to Licensor or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the work is to be performed.

K. The fact that insurance is obtained by Licensee will not be deemed to release or diminish the liability of Licensee, including, without limitation, liability under the indemnity provisions of this

Agreement. Damages recoverable by Licensor from Licensee or any third party will not be limited by the amount of the required insurance coverage.



CITY OF JENKS

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

MEMORANDUM

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

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

Date: **January 7, 2020**

Subject: **111th Street (US 75 to Elwood Ave) and the 111th Street and Elwood Ave Intersection Improvement Project J/P 25212(04) – ODOT Project Agreement – Supplemental Agreement #4**

The 111th Street and Elwood Ave project has been under design since 2012. A concept plan was approved by Council in November 2012 which included:

- The 111th Street/Elwood Intersection to be a 3-lane intersection with dedicated left turn lanes for each direction plus 4 right turn lanes;
- 111th Street from Elwood Avenue to U.S. Highway 75 to be widened to 3-lanes with curb and gutter;
- Storm sewer to be constructed under the roadway and designed to accommodate future widening to an ultimate of 5-lanes;
- Replacement of the Coal Creek bridge and widening to 4-lanes with a sidewalk on one side; and
- A trail/sidewalk on 111th Street that ties into the existing trail east of Elwood Ave.
- Initial construction cost estimate at this time was \$4,391,540

The City has been applying for federal funding through INCOG by the Surface Transportation Program (STP) for over 10 years. In 2008, grant funding for engineering design and right-of-way acquisition through the STP program was applied for federal fiscal year (FFY) 2011. Funding in the amount of \$512,000 was awarded for engineering design and right-of-way acquisition. A contract for engineering (including right-of-way acquisition services) was approved by City Council in May 2012 with BKL, Inc. in the amount of \$800,500. The City of Jenks portion for the engineering cost was \$160,100.

The initial Project Maintenance, Financing and Right-of-way agreement with ODOT and the City of Jenks was approved in January of 2016. At that time, the estimated construction costs according to ODOT were \$2,775,257, rights-of-way acquisition costs were \$415,000, utility relocation costs were \$200,000. Total estimated costs for the project at that time were \$3,390,257. These costs were set to be split 80/20 with ODOT paying up to 80% and the City of Jenks paying at least 20%, depending on the amount of federal funds available for use on the project. City of Jenks share at this time would have been \$678,051.

When 30% design plans were submitted for review in February of 2013, the engineer's cost estimate included with the plans had a total construction cost of \$4,747,653. The final cost estimate submitted by BKL in June of 2017 with the 60% plans showed a total construction cost of \$5,231,158. The increase was from quantities increasing by an average of 5% and the estimated costs of the bridge reconstruction and improved traffic signals increased by \$400,000.

Final plans have been accepted by ODOT, right-of-way acquisition is complete, and utility relocation has a defined completion date of January 2020. A final design estimate of most probable costs of construction has been prepared by BKL and provided to ODOT to serve as the basis for project funding. ODOT has provided a final invoice based on this cost estimate that details required local funds for the project. These funds are required to be deposited before the project can be bid by ODOT. There has been changes in the estimated costs from the time the initial project agreement was approved in 2012 to when this final invoice was generated. Since 2016, three (3) Supplemental Agreements with ODOT were approved by Council for increased costs due to more detailed engineering designs and right-of-way costs.

There has been a total of four supplemental agreements with ODOT on this project. In August of 2017, Supplemental #1 increased the cost of right-of-way acquisition from \$415,000 to \$800,000. Supplemental #2 in October of 2017 increased right-of-way acquisition another \$100,000 to a total of \$900,000. Supplemental #3 increased utility relocation from \$200,000 to \$505,000 in May of 2018.

Supplemental #4, which is attached, shows right-of-way acquisition changing to \$854,660. This supplemental also shows the utility relocation costs decreasing from \$505,000 to \$226,447. This new supplemental shows total construction and 10% construction administration costs of the project to be \$6,813,248. The construction cost estimate has increased by \$1,068,030 since the FFY 2021 STP application was awarded in 2018. ODOT administration and inspection costs have increased from 6% to 10% of total project costs as well. City of Jenks portion of the current construction costs is \$1,832,475. \$65,763 is already on deposit with ODOT. With this Supplemental Agreement #4 the total cost of the 111th Street and Elwood Ave intersection and 111th Street (Elwood to US75) improvement project revises the total cost (including engineering design, right-of-way acquisition, utility relocation, construction, and construction inspections) to \$8,689,932.93.

Applications for federal funding through INCOG by the Surface Transportation Program (STP) have been applied for this project since FFY 2011. \$512,000 funds awarded in FFY 2011 was to be used for the engineering design and right-of-way acquisition only. At the time of the initial project agreement, the City of Jenks had been awarded \$2,593,937 in federal funds that could be used for right-of-way acquisition, utility relocation, and construction. In 2018, \$2,518,666 in federal funds were awarded for this project. The total approved Federal STP grant funding for the project is \$6,144,603 with the City of Jenks contributing \$1,626,334. A summary of applications awarded in FFY 2011, FFY 2012, FFY 2014 and FFY 2021 are shown below:

APPLICATION	DETAILS	FEDERAL	JENKS
FFY 2011: Elwood Ave. and 111th St. Intersection	Engineering design, and right-of-way for construction of intersection to 4 lane roadway with turn lanes, bridge replacements, sidewalks, drainage improvements and signage.	\$512,000	\$128,000
FFY 2012: Elwood Ave/111th St. Intersection	Widening intersection to 4 lanes, with turn lanes, signalization, and other improvements	\$1,728,600	\$402,000
FFY 2014: 111th St. Elwood Ave. to US-75	Engineering, design, utility relocation, right-of-way acquisition and construction of roadway improvements including stormwater drainage, curb and gutter, street lighting, sidewalks, and asphalt overlay of existing 2-lane road.	\$1,385,337	\$346,334
FFY 2021 111th St. Elwood Ave. to US-75	Construction of roadway improvements including stormwater drainage, curb and gutter, street lighting, sidewalks, and asphalt overlay of existing 2-lane road.	\$2,518,666	\$750,000
INCOG APPROVED		\$6,144,603	\$1,626,334

As of today, the City share for engineering, right-of-way and utilities relocations of \$376,324 has been paid. Rights-of-way acquisition has been completed. Utility relocations are set to finish in January 2020. Out of the \$6,144,603 of STP grant funding, \$1,505,293 has been used for engineering, right-of-way acquisition, and utility relocation. The breakdown of costs that have already been paid are shown below.

FINAL COSTS	TOTAL	FEDERAL	JENKS
ENGINEERING	\$800,500	\$640,400	\$160,100
RIGHT-OF-WAY	\$854,660	\$683,728	\$170,932
UTILITIES RELOCATION	\$226,457	\$181,165	\$45,292
TOTAL COSTS	\$1,881,617	\$1,505,293	\$376,324

The Supplemental Agreement indicates construction amount the City of Jenks is required to deposit with ODOT is \$1,832,475. This amount is greater than 20% due to the increased final construction cost estimate by BKL, Inc. The amount of awarded federal funding has been capped at \$4,980,773 for the construction phase of this project.

ODOT ESTIMATES	TOTAL	FEDERAL	JENKS
CONSTRUCTION	\$6,131,923		
INSPECTION (10%)	\$681,325		
CONSTRUCTION TOTAL	\$6,813,248	\$4,980,773 (73%)	\$1,832,475 (27%)

The 2010 Bond and 2013 Bond issues include funds for this project. A total of \$1,058,000 remain encumbered for the city local matching funds.

Elwood Avenue/111th Street Intersection

\$500,000 2010 GO Bond

\$1,000,000 2013 GO Bond

ACCOUNT #	FUNDING SOURCE	AMOUNT ISSUED	ENCUMBERED BALANCES
24-862-5393	2010 Bond Issue	\$500,000	\$256,000
32-862-5393	2013 Bond Issue	\$1,000,000	\$802,000
Total		\$1,500,000	\$1,058,000

The 2010 and 2013 Bonds issued for the Main Street Widening (Elm to US75) Project has \$2,410,040 remaining funds that may be used for projects that are on the 2010 and 2013 Bonds or similar road enhancement projects.

Main Street Widening and Improvements (Elm to U.S. 75)

\$2,000,000 2010 GO Bond – Main Street Widening – 24-860-5293

\$2,000,000 2010 GO Bond – Main Street / Elwood Avenue Intersection – 24-861-5393

\$25,000 2010 GO Bond – Main Street / Koa Street Intersection – 24-863-5393

\$1,800,000 2013 GO Bond – Main Street Widening – 32-860-5393

ACCOUNT #	FUNDING SOURCE	AMOUNT ISSUED	ENCUMBERED	ODOT REIMBURSEMENT	BALANCE
24-860-5393	2010 Bond Issue	\$2,000,000.00	\$1,885,431.70	\$672,224.05	\$786,792.35
24-861-5393	2010 Bond Issue	\$2,000,000.00	\$1,239,048.20	\$72,853.78	\$760,951.80
24-863-5393	2010 Bond issue	\$25,000.00	\$0.00	\$0	\$25,000.00
32-860-5393	2013 Bond Issue	\$1,800,000.00	\$1,340,703.70	\$378,000.00	\$837,296.30
Total		\$5,825,000.00	\$4,465,193.60	\$1,123,077.83	\$2,410,040.45

An account has already been established by the State of Oklahoma, and upon execution of the Supplement Agreement, and payment of the invoice, authorization to proceed with letting and construction of this project will commence. It is expected that the project will be bid for construction by ODOT in March 2020. Our portion of the construction costs must be deposited by the end of January 2020.

Staff requests approval of Supplemental Agreement #4 to the Project Agreement for 111th Street (US 75 to Elwood Ave) and the 111th Street and Elwood Ave intersection improvement project J/P 25212(04) with the Oklahoma Department of Transportation (ODOT), the supporting Resolution, authorization to pay the invoice for construction costs to ODOT, and authorize the Mayor to execute the document; funding in the amount of \$1,058,000 from the 2010 and 2013 bonds (account 24-862-5393 and 32-862-5393) has been previously encumbered, \$65,763 is already deposited with ODOT, and additional funding in the amount of \$708,712 is requested to be encumbered from the 2010 Bond account 24-862-5393.

Attachments:

ODOT Project Agreement –Supplemental #4

ODOT Invoice

Resolution 688

RESOLUTION NUMBER 688

A RESOLUTION OF THE MAYOR AND CITY COUNCIL SUPPORTING EXECUTION OF A SUPPLEMENTAL #4 TO THE PROJECT AGREEMENT, WITH THE OKLAHOMA DEPARTMENT OF TRANSPORTATION FOR THE 111th STREET (US75 to ELWOOD AVE) AND THE 111th STREET AND ELWOOD INTERSECTION IMPROVEMENT PROJECT.

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

THAT, WHEREAS it appearing reasonable and necessary for the CITY OF JENKS, COUNTY OF TULSA, OKLAHOMA to execute a Supplemental Project Agreement with the Oklahoma Department of Transportation in connection with the construction of a public project known as J/P 25212(04) in conformance with the terms and tenor of 69 O.S. 2001, Sections 1205, 1206, 1401 and 1403.

NOW, THEREFORE, BE IT RESOLVED by the CITY OF JENKS, COUNTY OF TULSA, OKLAHOMA sitting in regular session that such Agreement be entered and that a copy of same be hereto attached and made a part hereof by reference, all as provided by law and that the Mayor is authorized and directed to execute the above described agreement on behalf of the City of JENKS, and duly signed by the Mayor on this 7th day of January, 2020.

City of Jenks

By _____
Robert Lee, Mayor

ATTEST:

City Clerk

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

City Attorney

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

SUPPLEMENTAL AGREEMENT #4

This Supplemental and Modification Agreement, made the day and year last written below, by and between the City of Jenks, hereinafter referred to as the CITY, and the Department of Transportation of the State of Oklahoma, hereinafter referred to as the Department, said parties being the same who executed the original Project Agreement, for the following intents and purposes and subject to the following terms and conditions, to wit:

W I T N E S S E T H

JP No.	Project No.	Work Type	Description
25212(04)	STP -172B (400) IG	GRADE, DRAIN, SURFACE	JENKS: 111TH ST. FROM DOUGLAS TO ELWOOD INCLUDING THE INTERSECTION OF 111TH AND ELWOOD (CONSTRUCTION)
25212(06)	STP-272B(135)IG	RIGHT OF WAY	JENKS: 111TH ST. FROM DOUGLAS TO ELWOOD INCLUDING THE INTERSECTION OF 111TH AND ELWOOD (RW FOR 25212(04))
25212(07)	STP-272B(195)IG	UTILITIES	JENKS: 111TH ST. FROM DOUGLAS TO ELWOOD INCLUDING THE INTERSECTION OF 111TH AND ELWOOD (UT FOR 25212(04))

WHEREAS, It is deemed necessary by the Department and CITY, to revise the scope of the original Project Agreement to adjust Right-of-Way funding allocated to the project; and,

WHEREAS, said revisions shall be reduced to a written supplemental agreement and executed by the Department and CITY;

NOW, THEREFORE: the Department and CITY, in consideration of the mutual covenants and stipulations as set forth herein, do mutually promise and agree as follows:

SECTION 15 is hereby replaced in its entirety from the original Project Agreement as defined below, in order to increase Construction from \$2,775,257 to \$6,813,248; decrease Right of Way from \$900,000 to \$849,638.29; and decrease Utility costs from \$505,000 to \$226,546.64.

15. A) **25212(04) – ELIGIBLE CONSTRUCTION COSTS**

Based on estimated total **construction and assumed 10% contract administration costs** of *Six-Million-Eight-Hundred-Thirteen-Thousand-Two-Hundred-Forty-Eight Dollars (\$6,813,248)*:

- Federal STP funds allocated to INCOG, currently estimated at *Four-Million-Nine-Hundred-Eighty-Thousand-Seven-Hundred-Seventy-Three Dollars (\$4,980,773)* shall be provided for eligible, federally participating construction and contract administration costs. Federal participation is CAPPED at Four-Million-Nine-Hundred-Eighty-Thousand-Seven-Hundred-Seventy-Three Dollars (**\$4,980,773**).
- City funds provided by the City of JENKS, estimated at *One-Million-Eight-Hundred-Thirty-Two-Thousand-Four-Hundred-Seventy-Five Dollars (\$1,832,475)* shall be provided as matching funds for the eligible federally participating construction and contract

administration costs. The CITY shall also provide 100% of any non-participating costs, estimated at *Zero Dollars (\$0)*. Total City funds are currently estimated at *One-Million-Eight-Hundred-Thirty-Two-Thousand-Four-Hundred-Seventy-Five Dollars (\$1,832,475)*. Estimated CITY funds shall be placed on deposit with the DEPARTMENT upon execution of this agreement and upon receipt by the CITY of the DEPARTMENT'S invoice. CITY funds shall be due prior to advertising the project for bid.

B) 25212(06) – ELIGIBLE RIGHT-OF-WAY COSTS

Based on expended **Right-of-Way Acquisition costs** of *Eight-Hundred-Forty-Nine-Thousand-Six-Hundred-Thirty-Eight Dollars and Twenty-Nine Cents (\$849,638.29)*:

- **80%** Federal STP funds allocated to INCOG, currently estimated at *Six-Hundred-Seventy-Nine-Thousand-Seven-Hundred-Ten Dollars and Sixty-Three Cents (\$679,710.63)* shall be provided for eligible, federally participating Right-of-Way costs.
- **20%** City funds provided by the City of JENKS, estimated at *One-Hundred-Sixty-Nine-Thousand-Nine-Hundred-Twenty-Seven Dollars and Sixty-Six Cents (\$169,927.66)* shall be provided as matching funds for the eligible federally participating Right-of-Way costs. The CITY shall also provide 100% of any non-participating Right-of-Way costs, estimated at *Zero Dollars (\$0)*. Total City funds are currently estimated at *One-Hundred-Sixty-Nine-Thousand-Nine-Hundred-Twenty-Seven Dollars and Sixty-Six Cents (\$169,927.66)*. Estimated City funds shall be placed on deposit with the DEPARTMENT upon execution of this agreement and upon receipt by the CITY of the DEPARTMENT's invoice.

C) 25212(07) – ELIGIBLE UTILITY RELOCATION COSTS

Based on expended **Utility Relocation costs** of *Two-Hundred-Twenty-Six-Thousand-Four-Hundred-Fifty-Six Dollars and Fifty Cents (\$226,546.64)*:

- **80%** Federal STP funds allocated to INCOG, currently estimated at *One-Hundred-Eighty-One-Thousand-Three-Hundred-Twenty-Seven Dollars and Thirty-One Cents (\$181,327.31)* shall be provided for eligible, federally participating Utility Relocation costs.
- **20%** City funds provided by the City of JENKS, estimated at *Forty-Five-Thousand-Three-Hundred-Nine Dollars and Thirty-Three Cents (\$45,309.33)* shall be provided as matching funds for the eligible federally participating Utility Relocation costs. The CITY shall also provide 100% of any non-participating Utility Relocation costs, estimated at *Zero Dollars (\$0)*. Total City funds are currently estimated at *Forty-Five-Thousand-Three-Hundred-Nine Dollars and Thirty-Three Cents (\$45,309.33)*. Estimated City funds shall be placed on deposit with the DEPARTMENT upon execution of this agreement and upon receipt by the CITY of the DEPARTMENT's invoice.

- A. **WHEREAS**, the original Project Agreement is hereby modified as above described, said agreement in all other respects shall remain unchanged and in full force and effect.

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

The City, on this _____ of _____, 20____, and the Department on the _____ day of _____, 20____.

The City of JENKS,
an Oklahoma Municipal Corporation

Mayor

(SEAL)

ATTEST:

City Clerk

Approved as to Form and Legality:

City Attorney

STATE OF OKLAHOMA
DEPARTMENT OF TRANSPORTATION

Recommended for Approval

Local Government Division Manager DATE

Director of Capital Programs DATE

APPROVED AS TO FORM
AND LEGALITY

APPROVED

General Counsel DATE

Deputy Director DATE

OKLAHOMA DEPARTMENT OF TRANSPORTATION

INVOICE FOR CONSTRUCTION SERVICES

Make check PAYABLE, and MAIL TO:

**Oklahoma Department of Transportation
Comptroller Division
200 N.E. 21st Street
Oklahoma City, Oklahoma 73105-3204**

To: The City of Jenks

Department Invoice No 25212(04)-5
December 23, 2019

Construction JP# 25212(04)

Description – Explanation of Charge	Total	Federal	Sponsor
Due Date: Upon Receipt			
Total Estimate for Project Construction including assumed 10% Construction Management Cost:	\$ 6,813,248.00	\$ 4,980,773.00	\$ 1,832,475.00
Previous Deposit for Utility and Right of Way			(\$65,763.01)
Accounting Use Only		Invoice Total	\$ 1,766,711.99

Distribution:

City
Remit with Payment
Division Project File
Comptroller Division

Engineering Projects - Weekly Update

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

Update:

ODOT Supplemental #4 Agreement will be on the January 07, 2020 City Council. Jenks' share of the construction costs due for deposit are \$1,766,712.

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

Update:

No new updates.

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

Update:

No new updates.

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

Update:

No new updates

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

Update:

No new updates

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

2019 for water line relocation design. Staff is awaiting a Union Pacific Railroad agreement for sidewalk on railroad property.

Update:

No new update.

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

Update:

No new update

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

Update:

Draft contract documents were submitted to staff for review.

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

Update:

No new updates.

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

Maintenance Projects:

- No bids were received for the Preventative Maintenance project. No bids were received for the Preventative Maintenance project. Staff will review the project specifications and contact the potential bidders to determine the issues with the project as bided.
- Bids were reviewed for Street Improvement project. Three bids were received for the Street Improvements Projects. Bid Award request will be brought to January 21, 2019 City Council.

Street Reconstruction Projects:

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

Update:

No new updates.

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

Update:

No new updates.

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

Update:

No new updates.

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

Update:

No new updates.

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

- 91st Street project - Design is currently underway. A right turn lane will be added for eastbound traffic at Elwood Ave. The remainder of the intersection will be left as-is. The bridge at Hagar Creek may be replaced. Depending on the Rights-of-Way acquisition and utility relocations process and a flexible phasing of this project to accommodate the school, construction may begin in late 2019 to mid-2020. Staff has requested that Tulsa County add sidewalks and/or pedestrian trails to this project.
- 121st Street project – Design is in the preliminary stage. Tulsa County has started the environmental review process. Plans currently show widening to four lanes with curb and gutter and storm sewer, and replacing two bridges. The intersection at Elwood will be widened to four lanes with left turn lanes and it will be signalized. This project may start construction in late 2020. Tulsa County will coordinate the construction with our 111th Street construction. Staff has requested that Tulsa County add sidewalks and/or pedestrian trails to this project. Staff met with Tulsa County to discuss the 121st Street (Elwood to US75) project on Wednesday December 4, 2019. Construction is not anticipated to start for several years as right-of-way acquisition, utility relocation and environmental review still need to be finalized.

Update:

A meeting with Tulsa County and City of Jenks was held on Monday December 30 2019.

Commercial Projects
<u>Village on Main Retail:</u> Earth Change permit has been approved.
<u>Kimberly Clark:</u> Construction is underway.
<u>Yale Cleaners (Elm, south of 111th Street):</u> Construction is underway.
<u>Candle Wood Suites (Gateway Plaza):</u> Earth Change permit was issued. Civil plans have been approved. DEQ permit is under ODEQ review.
<u>Trojan II Mini Storage - adjacent to Fire Station #2:</u> Building permit has been issued.
<u>South County Crossing – East of Fire station #2:</u> The on-site public infrastructure has been completed.
<u>Starbucks (Duncan & Elm Street):</u> Civil plans and building permits have been approved. Construction is underway and is expected to be finished in early 2020.
<u>Tulsa Premium Outlets:</u> Civil plans, floodplain permit, & earth change permit have been approved. Staff is working with the design engineers to obtain a railroad crossing permit from Union Pacific. The agreement between the Railroad and the City will be brought to City Council on January 07, 2020. A separeate agreement for privately funded public infrastructure between the developer and the City will be brought to council in January 2020. Site work is progressing.
Subdivision Projects
<u>Frazier Meadows (131st & Harvard):</u> A preliminary earth change permit for rough grading and clearing of the site has been approved. Civil plans have not been approved.
<u>Stone Bluff (106th and Elgin Ave):</u> Infrastructure placement on site has begun.
<u>Yorktown Corner (Northeast corner of Elm St and 131st Street):</u> Pre-development meeting was held on January 8, 2019. Earth change permit has been approved. Infrastructure construction is almost complete.
<u>GrayOak (East side of Harvard & 141st Street):</u> Infrastructure construction is almost complete.
<u>Hickory Creek (Elwood, south of 111th):</u> The site is being graded. Development is expected to be completed by early 2020
<u>Clearview Estates (West side of Harvard & 141st Street):</u> Infrastructure has been accepted and building permits are being submitted and reviewed.
<u>2900 W Main Street:</u> This development is between Gregory Circle and Gateway Plaza. This development is proposed as 17 Commercial Lots on +/- 60 acres. Project appears to be on indefinite hold.

2019 Commercial Building Permit Projects Status Report

City of Jenks

Contractor	Project Name	Project Address	Permit Number	Permit Issued Date	Footing	Plumbing Rough	Sewer Tap	Slab	Framing	Electrical Rough	Mechanical Rough	Plumbing Top Out	Building Finals	Certificate of Occupancy
Southlake Const.	Core Medical Office	512 N Franklin St	3049	3/30/16	4/26/16	6/7/16	6/15/16	8/21/17	5/16/17	5/16/17	8/21/17	5/19/17	11/16/17	11/16/17
Williamson Development	Jenks on Main	201 & 203 W Main St	3474	12/17/16	11/2/16	12/20/16	12/20/16	12/21/16				9/28/18		
Brewer Const.	SoCo Gym	237 S Franklin St	3541	2/9/17	3/9/17	3/16/17	6/21/17	5/1/17	7/10/17	8/16/17	8/16/17	7/10/17	10/2/17	TEMP
Williamson Development	Jenks Landing/Bldg Shell	3402 W 114th St	3370	7/6/17	9/13/17	3/18/19				7/2/18		3/18/19		
Williamson Development	Jenks Landing/Bldg Shell	3412 W 114th St	3371	7/6/17	7/25/18	9/13/18		8/17/18						
Williamson Development	Jenks Landing/Bldg Shell	3422 W 114th St	3372	7/6/17										
Williamson Development	Jenks Landing/Bldg Shell	3432 W 114th St	3373	7/6/17										
Williamson Development	Jenks Landing/Bldg Shell	3442 W 114th St	3630	7/6/17										
Cowen Const.	Village on Main/Apartments	727 E Main Pl	3822	10/25/17	10/25/17	11/9/18	1/24/18	12/19/17	4/10/19	5/2/19	5/2/19	4/30/19	5/30/19	05/30/19
Crossland Construction	Jenks Public Schools (pool remodel)	301 N Birch St	4186	10/11/18	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	2/18/19	N/A
Rod Evans	Jenks Church of Christ	1051 W Main	4188	9/12/18	N/A	1/8/19	N/A	N/A	10/5/19	10/5/18	10/5/19	1/22/19	9/19/19	09/19/19
Thompson Construction	Edward Jones	517 W Aquarium	4210	11/26/18	12/6/18	1/10/19	1/10/19	1/22/19	3/26/19	3/26/19	3/26/19	3/12/19	6/20/19	07/14/19
CR Meyer	Kimberly Clark Warehouse	13219 S Kimberly Clark Pl	4250	11/13/18	5/16/19	6/26/19	N/A	8/1/19	N/A	9/9/19	N/A	9/9/19	N/A	N/A
CR Meyer	Kimberly Clark Warehouse	801 East 103rd St S	4293	1/7/19	2/21/19	4/15/19				8/16/19				
Bryan Dobbs	Shelter Insurance	1217 W Main St	4294	1/9/19	1/28/19	N/A	N/A	N/A	2/15/19	N/A	N/A	N/A	8/7/19	N/A
Williamson Development	CBD Plus	203 W Main St Ste 106	4298	2/13/19	N/A	N/A	N/A	N/A	8/19/19	2/15/19				
CR Meyer	Kimberly Clark Manufacturing	13219 S Kimberly Clark Pl	4317	1/30/19	8/13/19	5/20/19		8/13/19	10/31/19	10/8/19				
Schaffitzel Inc	Jenks Vision Center	301 W Main St	4326	2/13/19	N/A	N/A	N/A	N/A	2/27/19	2/27/19	N/A	N/A	4/4/19	04/18/19
Black Gold at 121st LLC	Trojan II Mini-Storage	1577 W 121st St S	4329	3/19/19	9/10/19	7/10/19		12/17/19						
Steadfast	Tidal Wave	408 S Elm St	4311	4/3/19	4/10/19	4/23/19	6/28/19	4/24/19	5/30/19	6/28/19	6/28/19	6/28/19	7/26/19	07/26/19
Williamson Development	Jenks Landing Motorcycle Shop	3402 W 114th St Ste 107	4369	3/19/19	N/A	3/15/19	N/A	N/A	3/15/19	3/22/19	3/22/19	3/22/19	4/22/19	09/13/19
Williamson Development	Select Physical Therapy	3402 W 114th St Ste 107	4424	4/30/19	N/A	5/1/19	N/A	N/A	5/1/19	5/10/19	6/28/19	8/6/19	8/21/19	09/25/19
LD Kerns	Yale Cleaners	11202 S Elm Street	4442	7/8/19										
S&S Commercial Builders, LLC	Starbucks	615 W 101st Pl	4460	9/26/19	11/1/19	10/23/19								
LDKerns	Freshmen Academy	205 E B St	4478	7/12/19	9/19/19	10/16/19		10/31/19						
Infinity Properties	Chiropractor Office	203 W Main Street STE 104	4506	9/24/19	N/A	N/A	N/A	N/A	10/3/19	10/3/19	10/2/19	10/3/19	11/8/19	11/08/19
Cowan Construction	Village on Main Bldg B Retail	161 S Riverfront Dr	4586											
TBD/Tulsa Premium Outlets	Tulsa Premium Outlets (Campus)	801 East 103rd St S	4601											
TBD/Tulsa Premium Outlets	Tulsa Premium Outlets (Bldg 1)	801 East 103rd St S	4602											
TBD/Tulsa Premium Outlets	Tulsa Premium Outlets (Bldg 2)	801 East 103rd St S	4603											
TBD/Tulsa Premium Outlets	Tulsa Premium Outlets (Bldg 3)	801 East 103rd St S	4604											
TBD/Tulsa Premium Outlets	Tulsa Premium Outlets (Bldg 4)	801 East 103rd St S	4605											
TBD/Tulsa Premium Outlets	Tulsa Premium Outlets (Bldg 5)	801 East 103rd St S	4606											
TBD/Tulsa Premium Outlets	Tulsa Premium Outlets (Bldg 6)	801 East 103rd St S	4607											
TBD/Tulsa Premium Outlets	Tulsa Premium Outlets (Bldg 7)	801 East 103rd St S	4608											
TBD/Tulsa Premium Outlets	Tulsa Premium Outlets (Bldg 8)	801 East 103rd St S	4609											