AGENDA
JENKS CITY COUNCIL
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. INVOCATION

IV. PLEDGE OF ALLEGIANCE

V. CITIZEN'S COMMENTS

VI. BUSINESS

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

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

Documents:

1A - 2019.12.16 CC MINUTES.PDF

B. Approve Encumbrances and Expenditures

Documents:

1B - ENCUMBRANCES AND EXPENDITURES.PDF

C. Monthly Reports

Documents:

1C - MONTHLY REPORTS.PDF

D. Request by the Kibo Group, to use Jenks streets for a Run to the Well event on Saturday, April 18, 2020 from 7:00 a.m. to 11:00 a.m.

Documents:

1D - RUN TO THE WELL EVENT.PDF

E. Request by RunnersWorld Racing, to use Jenks streets for a Tulsa Area Triathletes Spring Fever Triathlon event on Sunday, April 19, 2020 from 7:00 a.m. to 12:00 p.m.

Documents:

1E - SPRING FEVER TRI EVENT.PDF

F. Request to note in the minutes Oklahoma Department of Environmental Quality (DEQ) Permit Number SL000072190838 for the construction of 4,128 linear feet of eight (8) inch PVC sanitary sewer line, 340 LF of 10” inch PVC sanitary sewer line, and all appurtenances to serve the Tulsa Premium Outlets, Jenks, Tulsa County, Oklahoma.

Documents:

1F - SL000072190838.PDF

G. Request to note in the minutes Oklahoma Department of Environmental Quality (DEQ) Permit Number WL000072190839 for the construction of 2,788 linear feet of twelve (12) inch PVC water line, 5,385 Linear feet of ten (10) inch PVC water line, and all appurtenances to serve the Tulsa Premium Outlets, Jenks, Tulsa County, Oklahoma.

Documents:

1G - WL000072190839.PDF

H. 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:

1H - RAILROAD OUTLET MALL AGREEMENT.PDF

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

3. 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 [Robinson]

Documents:

3 - ODOT 111TH AND ELWOOD AGREEMENT.PDF

4. Request to approve Resolution No. 689, a resolution amending the annual appropriations by $708,712.00 from the 2010 G.O. Bond Fund Balance to account 24-862-5393 due to the project agreement with ODOT for 111th Street (US 75 to Elwood Ave) and the 111th Street and Elwood Ave intersection.

Documents:

4 - RESOLUTION NO. 689.PDF

5. Discuss potential capital projects and available funding sources.

Documents:

5 - CAPITAL PROJECTS.PDF

VII. OTHER BUSINESS

1. City Manager's Report

Documents:

CITY MANAGER REPORT.PDF

VIII. ADJOURNMENT

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

The Agenda for the Jenks City Council was posted in City Hall and on the City's website at 3:15 p.m. on December 11, 2019. The meeting was called to order at 7:00 p.m. on the above date with Mayor Robert Lee presiding. A roll call vote of members was taken as follows:

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

<u>Invocation</u> was given by Pastor Lucas Smith with BattleCreek Church.

<u>Pledge of Allegiance</u> was given.

<u>Citizen's Comments</u>
There were no citizen comments

<u>Business</u>

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

   A. <u>Approve minutes of the regular meeting held on December 2, 2019</u>
   B. <u>Approve minutes of the special meeting held on December 9, 2019</u>
   C. <u>Approve Encumbrances and Expenditures</u>
   D. <u>Monthly Reports</u>
   E. <u>Request to approve Resolution No. 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).</u>

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

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

Motion Carried.

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

3. Request by SoCo Properties to approve an alternative to the masonry requirements. Jim Beach presented information regarding the 75% masonry requirement for the PUD and the history of the project in regards to the requirement.

   Vic Vreeland gave Council a letter from the former City Planner, Robert Bell regarding the project and spoke on behalf of the property owners for this request. He stated that the property owners are requesting this alternative due to the application of anything to the building would void the warranty of the building.

   Clint Rodgers, an architect in the State of Oklahoma and Texas, provided Council with exhibits regarding the stucco application and verified that it would void the warranty of the building but create a new warranty for the stucco.

   Bill Rodgers gave Council an exhibit of examples of creating veneer brick and believes that under the current PUD, it is required to enforce the previous approved 75% masonry requirement. He also raised concerns over if the trees are allowed instead, there will be no enforcement over maintaining the plants after the Certificate of Occupancy is awarded. He also believes that changing the PUD violates the trust of the citizens.

   Jim Farris, the Manager of 2900 Development LLC, provided Council various materials regarding the impact of not enforcing the masonry requirement and he is in favor of bringing the building into compliance. He also stated that the current appearance of the building has affected the surrounding development.

   Jeremiah Sullivan, 5444 E 109th St, Tulsa, stated the Council should recommend using a landscape architect to review the proposed plan.

   John Smucker, 219 E 128th St, Jenks, asked about the current state of a Certificate of Occupancy for the building.

   Mayor Robert Lee made a motion to table the item to a future meeting and extend the temporary Certificate of Occupancy until March 31, 2020. There was no second. Motion failed.

Craig Murray made a motion to adhere to the PUD and extend the temporary Certificate of Occupancy until September 1, 2020. Cory Box seconded the motion. A roll call vote of members was taken as follow:

Cory Box	Yes
Dawn Dyke	Yes
Donna Ogez	No
Kaye Lynn	No
Craig Murray	Yes
Gary Isbell	Yes
Mayor Robert Lee	No

Motion Carried.

4. Request to approve JZ 19-647 from Valerie Mann, rezoning from RS-3 (Single-Family Residential High-Density District) to CG (Commercial General District). General Location: 424 W A Street. Jim Beach presented information regarding the proposed rezone for commercial purposes.

   Kay Sullivan, Realtor for the property, provided Council with the surrounding properties current zoning.

   Gary Isbell made a motion to approve Item 4. Craig Murray seconded the motion. A roll call vote of members was taken as follow:

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

Motion Carried.

Mayor announced a recess from 9:14 p.m. and reconvened at 9:25 p.m.

5. Request to approve Ordinance No. 1501 relating to JZ 19-647, rezoning a tract of land from RS-3 (Single-Family Residential High-Density District) to CG (Commercial General District). General Location: 424 W A Street.

   Cory Box made a motion to approve Item 5. Gary Isbell seconded the motion. A roll call vote of members was taken as follow:

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

Motion Carried.

6. Request to approve the emergency clause for Ordinance No. 1501, making it effective immediately upon passage.

   Cory Box made a motion to approve Item 6. Craig Murray seconded the motion. A roll call vote of members was taken as follow:

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

Motion Carried.

7. Request to approve JL 19-344 from Cory Woodham, a Lot Combination of two single-family residential lots to allow construction across the common lot line. General Location: 10511 South Gum Street. Jim Beach presented the information regarding the lot combination due to the property owner wanting to build over the common property line.

   Cory Box made a motion to approve Item 7. Donna Ogez seconded the motion. A roll call vote of members was taken as follow:

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

Motion Carried.

8. Request to approve Resolution 686 requesting Indian Nations Council of Governments to program Tulsa Urbanized Area Surface Transportation Funds for consideration of funding in Federal Fiscal Year 2023 for construction of roadway improvements on Elwood Avenue from 111th Street to Main Street. Improvements include approximately 2,600 LF of roadway improvements from the Elwood Avenue and Main Street Intersection, south to

the Intersection with 101st Street including turn lane construction, stormwater drainage, street lighting, asphalt overlay, adding shoulders to the existing 2 lane roadway, and adding pedestrian/bicycle trail. Chris Robinson presented the application and Resolution for Surface Transportation Funds to be used for final phase of the Elwood Ave project.

Dawn Dyke made a motion to approve Item 8. Kaye Lynn seconded the motion. A roll call vote of members was taken as follow:

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

Motion Carried.

9. Request to approve a contract amendment from Marquardt Engineering for the additional engineering services for S. Elm Street project, expanding from 3-lane to 5-lane roadway improvements from 121st Street to 131st Street and the 131st Street intersection in the amount of $147,560.00; funding for the same 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. Chris Robinson explained the need for the contract amendment and the additional costs associated with it.

   Cory Box made a motion to approve Item 9. Donna Ogez seconded the motion. A roll call vote of members was taken as follow:

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

Motion Carried.

10. Request to approve Ordinance No. 1499 creating a new Chapter 23 “Telecommunications” by renumbering Appendix A(10) “Fiber Optic Systems” to become a part of the new chapter and adding an article relating to “Communication Facilities.” Teresa Nowlin explained the creation of new Chapter in our Code Book, which addresses small cell wireless permits.

    Cory Box made a motion to approve Item 10. Donna Ogez seconded the motion. A roll call vote of members was taken as follow:

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

Motion Carried.

11. Request to approve the emergency clause for Ordinance No. 1499, making it effective immediately upon passage.

    Craig Murray made a motion to approve Item 11. Gary Isbell seconded the motion. A roll call vote of members was taken as follow:

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

Motion Carried.

12. Request to enter executive session pursuant to 25 O.S. § 307(B)(3) to discuss the purchase of real property (Perryman Ranch).

    Cory Box made a motion to enter executive session at 9:53 p.m. Dawn Dyke seconded the motion. A roll call vote of members was taken as follow:

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

Motion Carried. Council exited executive session at 10:22 p.m. No votes were taken.

Other Business

1. City Manager's Report. Chis Shrout stated that the report was included in the agenda packet and provided an update of recent events.

Adjournment. Cory Box made a motion to adjourn. Craig Muray seconded the motion. A roll call vote of members was taken as follow:

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

Motion Carried. The Jenks City Council adjourned at 10:24 p.m.

Robert Lee, **MAYOR**

Brittany Long, **CITY CLERK**

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 216		PERSONNEL				
193085	1 -3066	TULSA EMERGENCY MEDICAL CEN	PHYSICAL/DRUG TEST	12/2019	839020 11-14	90.00
					DEPARTMENT TOTAL:	90.00
DEPARTMENT: 311		UNIFORMED PATROL				
193207	1 -1011	CECIL'S TIRE CENTER INC	COMPUTER TIRE BAL	12/2019	1603 12-11	68.00
193174	1 -1101	REASOR'S	TRNG ROOM DRINKS	12/2019	4739 12-04	21.65
193175	1 -1101	REASOR'S	OPTIMIST BASKETS	12/2019	8832 12-10	172.20
193204	1 -1101	REASOR'S	WATER-TRAINING ROOM	12/2019	6395 10-31	35.94
191248	1 -1183	GT DISTRIBUTORS INC	GUN EQUIPMENT & AMMO	12/2019	INV0742013 12-12	1,441.88
193185	1 -1312	APS FIRECO	RPRS-EMER LIGHTS TO BLDG	12/2019	IN00091270 11-30	556.22
193195	1 -1418	CHARLEY MERRIMAN	DUPLICATE KEYS MADE	12/2019	85780 12-19	15.00
193181	1 -1443	MURPHY SANITARY SUPPLY LLC	PAPER TOWELS/TRASH BAGS	12/2019	80336 12-05	187.50
193188	1 -1457	O'REILLY AUTO PARTS	PD CAR PARTS	12/2019	2075-178413 11-25	200.45
193189	1 -1457	O'REILLY AUTO PARTS	PD CAR PARTS	12/2019	2075-173483 10-14	122.48
193206	1 -1542	CINTAS CORPORATION	MED CAB MAINT	12/2019	5015505168 12-16	235.20
193194	1 -1558	INTERSTATE BATTERY SYSTEM	PD CAR BATTERIES	12/2019	42118165A 11-26	250.90
193197	1 -1692	SPECIAL-OPS UNIFORMS INC	NEW HIRE UNIFORM GEAR	12/2019	792545 12-03	1,158.32
193198	1 -1692	SPECIAL-OPS UNIFORMS INC	JACKET & PEPPER SPRAY	12/2019	792174 11-07	602.93
193192	1 -1762	OKLAHOMA POLICE SUPPLY LLC	NEW HIRE HASH UNIFORMS	12/2019	0055486 07-12	2,130.19
193169	1 -2064	MELISSA BROWN	MEALS-NIMS TRNG	12/2019	10-24-19 MAD EATS	39.15
193170	1 -2064	MELISSA BROWN	MEALS-TASER RECERT	12/2019	10-21-19 RIB CRIB	16.41
193172	1 -2278	STEVEN WILEY	PRIVATE LESSONS	12/2019	11-12-19 CHRISTIAN	50.00
193180	1 -2480	OSDH - FINANCIAL MANAGEMENT	STATE LICENSES EMR	12/2019	GALLOWAY 2019 EMR	40.00
193171	1 -2493	BRAD SHOUSE	MEALS-NIMS TRAINING	12/2019	10-24-19 MAD EATS	20.17
193184	1 -2508	UNITED FORD	BOLT	12/2019	3433555 11-20	56.30
193199	1 -2820	ANDY SIMMONS	POSTAGE	12/2019	11-16-19 USPS	4.39
193200	1 -2820	ANDY SIMMONS	MEALS-LEDT INSTRUCTOR	12/2019	11-13-19 BRAUMS	55.99
190336	1 -2832	SCOTT PRO PEST CONTROL	PD HQ PEST CONTROL SERV	12/2019	PD HQ 12-20	42.00
193182	1 -2876	SUNDANCE OFFICE SUPPLY INC	OFFICE SUPPLIES	12/2019	387972 12-04	98.40
193208	1 -2876	SUNDANCE OFFICE SUPPLY INC	PD HQ OFFICE SUPPLIES	12/2019	389393 12-17	268.31
193131	1 -3186	J H SOLUTIONS	ELEC WORK-PD	12/2019	1612 12-12	160.00
193177	1 -3325	SEAN SCOTT	MEALS-VERBAL JUDO	12/2019	12-03-19 CHIC-FIL-	148.49
193173	1 -3659	MARCUS BOILEAU	MEALS-VERBAL JUDO	12/2019	12-03-19 CHIC-FIL-	86.09
193186	1 -3661	CODY GALLOWAY	LIGHTBULB	12/2019	11-30-19 O'REILLY	2.99
					DEPARTMENT TOTAL:	8,287.55

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 315		POLICE RESERVE				
193179	1 -1457	O'REILLY AUTO PARTS	ACTUATOR UNIT 19-2168	12/2019	2075-179457 12-06	42.97
193205	1 -1457	O'REILLY AUTO PARTS	HEADLIGHT	12/2019	2075-180607 12-18	22.84
193196	1 -1692	SPECIAL-OPS UNIFORMS INC	NEW HIRE UNIFORM	12/2019	792177 11-07	1,161.78
193191	1 -1762	OKLAHOMA POLICE SUPPLY LLC	PATCHES/PANTS	12/2019	0057747 10-04	37.45
					DEPARTMENT TOTAL:	1,265.04
DEPARTMENT: 321		CENTRAL DISPATCH				
193178	1 -1116	D & C LAUNDRY	JAIL LAUNDRY	12/2019	427278 12-12	32.50
193187	1 -1116	D & C LAUNDRY	JAIL LAUNDRY	12/2019	427261 12-06	21.20
193193	1 -1116	D & C LAUNDRY	JAIL LAUNDRY	12/2019	427256 12-05	18.30
193202	1 -1116	D & C LAUNDRY	JAIL LAUNDRY	12/2019	427188 11-14	22.00
193183	1 -1542	CINTAS CORPORATION	JAIL/DISP MED CAB MAINT	12/2019	5015505121 12-04	151.79
					DEPARTMENT TOTAL:	245.79
DEPARTMENT: 411		FIRE SUPPRESSION				
193063	1 -1054	LOCKE SUPPLY	PARTS FOR FIRE STATION 2	12/2019	38885681-00 12-04	577.79
193163	1 -1101	REASOR'S	DRY ICE FOR HALLOWMARINE	12/2019	0997 10-31	10.22
192955	1 -1152	OKLAHOMA FIRE CHIEFS ASSOCI	CHIEFS CONF 2020 WSHOP	12/2019	5756 12-02	150.00
193209	1 -1520	TULSA AUTO SPRING CO	RPRS- COMM VEHICLE	12/2019	360959 12-20	172.00
192956	1 -1692	SPECIAL-OPS UNIFORMS INC	INITIAL UNIFORM	12/2019	792477 11-26	1,025.22
193161	1 -2395	WEARTECH	CHRISTMAS SHIRTS	12/2019	13961 12-16	200.00
192958	1 -2503	ALL MAINTENANCE SUPPLY	TRASH CAN LINERS/P TOWELS	12/2019	00086953-01 11-22	74.35
190015	1 -2832	SCOTT PRO PEST CONTROL	PEST CONTROL 2019/2020	12/2019	FS #1 12-20	150.00
193104	1 -3037	TEAMGEAR	MAGNETIC LOCKERPLATES	12/2019	21067 12-03	26.60
193071	1 -3186	J H SOLUTIONS	ELECTRICAL WORK LAMPS	12/2019	1607 12-04/12-05	800.00
193158	1 -3215	UN-LEADED DESIGN INC	FIRE INSPECTION PERMIT	12/2019	5788 12-17	2,047.50
192960	1 -3313	AUTOZONE INC	COOLANT/CLEANING SUPPLIES	12/2019	6377687437 12-09	101.94
193210	1 -3313	AUTOZONE INC	ENGINE COOLANT	12/2019	6377691668 12-19	65.94
192957	1 -3767	INDUSTRIAL ORGANIZATIONAL S	PROMOTIONAL EXAM	12/2019	C46640A 12-03	61.00
					DEPARTMENT TOTAL:	5,462.56

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 412		FIRE VOLUNTEERS				
193159	1 -1692	SPECIAL-OPS UNIFORMS INC	NOEX PANTS/SHOULDER PATCH	12/2019	792792 12-17	488.99
192230	1 -2975	NORTHERN SAFETY CO INC	PPE VOLUNTEERS	12/2019	903738436 12-06	2,691.00
					DEPARTMENT TOTAL:	3,179.99
DEPARTMENT: 521		STREET MAINTENANCE				
192903	1 -1072	OKLAHOMA CORRECTIONAL IND	MISC STREET SIGNS	12/2019	101351 11-22	330.20
193068	1 -1288	CHEROKEE HOSE & SUPPLY	HOSE FOR BUCKET TRUCK 617	12/2019	0151696-IN 12-05	21.00
192901	1 -1457	O'REILLY AUTO PARTS	SUPPLIES-SAND TRUCK	12/2019	2075-177620 11-18	241.35
193070	1 -2394	P & K EQUIPMENT INC	PARTS SERVICE TRACTOR 310	12/2019	3503309 11-14	84.20
192900	1 -3182	SOUTH POINTE CHEVROLET	DUPLICATE KEY-NEW VAN	12/2019	132582 11-20	182.60
192904	1 -3186	J H SOLUTIONS	ELEC WORK-ELM MEDIAN	12/2019	1604 11-25	400.00
193135	1 -3186	J H SOLUTIONS	ELEC WORK CHRISTMAS LIGHT	12/2019	1614 12-12	880.00
					DEPARTMENT TOTAL:	2,139.35
DEPARTMENT: 522		GENERAL MAINTENANCE				
193133	1 -1321	WELDON PARTS INC	PW SHOP STOCK SUPPLIES	12/2019	2399252-00 12-09	103.80
193132	1 -1457	O'REILLY AUTO PARTS	SUPPLIES-PW SHOP	12/2019	2075-179976 12-12	26.97
192902	1 -1558	INTERSTATE BATTERY SYSTEM	BATTERY-CITY VEHICLE	12/2019	42118165 11-26	117.95
192899	1 -3735	MIDWEST WRAPS & THE SIGN MA	DECALS-CITY VEHICLES	12/2019	1922380 12-02	53.57
					DEPARTMENT TOTAL:	302.29
DEPARTMENT: 561		PARKS & GROUNDS				
193064	1 -1081	PREGLER LAWN & GARDEN INC	MAINTENANCE LAWN EQUIPMEN	12/2019	138656 07-08	73.42
193065	1 -1081	PREGLER LAWN & GARDEN INC	MAINTENANCE LAWN EQUIPMEN	12/2019	141344 12-06	135.84
193066	1 -1081	PREGLER LAWN & GARDEN INC	MAINTENANCE LAWN EQUIPMEN	12/2019	141343 12-06	230.97
193067	1 -1081	PREGLER LAWN & GARDEN INC	MAINTENANCE LAWN EQUIPMEN	12/2019	141347 12-06	83.07
193134	1 -3186	J H SOLUTIONS	ELEC WORK-PEDEST BRIDGE	12/2019	1615 12-12	80.00
					DEPARTMENT TOTAL:	603.30
DEPARTMENT: 562		ANIMAL CONTROL				
193176	1 -1029	JOHN DEERE FINANCIAL	DOG FOOD	12/2019	I18849 12-06	199.92
193201	1 -1101	REASOR'S	KITTY LITTER	12/2019	7571 11-04	14.97
193190	1 -1135	JENKS VETERINARY CLINIC	ANIMAL CHECK	12/2019	163462 12-03	49.50
					DEPARTMENT TOTAL:	264.39
					FUND TOTAL:	21,840.26

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 411		** INVALID DEPARTMENT **				
193162	1 -2975	NORTHERN SAFETY CO INC	PPE- MASK	12/2019	903740597 12-09	184.60
193160	1 -3694	CALWEN INC. DBA RESCUE SOUR	ROPE RESCUE EQUIP	12/2019	21400 11-05	589.90
					DEPARTMENT TOTAL:	774.50
					FUND TOTAL:	774.50

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 514		E -911 TECHNOLOGY & COMM				
193072	1 -3186	J H SOLUTIONS	ELECTRICAL WORK ON SIREN	12/2019	1609 12-05 SIREN	160.00
					DEPARTMENT TOTAL:	160.00
					FUND TOTAL:	160.00

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 521		STREET MAINTENANCE				
193069	1 -1412	FENSCO INC	REPAIR BROKEN GUARDRAIL	12/2019	55736 12-04	400.00
					DEPARTMENT TOTAL:	400.00
					FUND TOTAL:	400.00
					GRAND TOTAL:	23,174.76

CLAIM REGISTER

FY 2019-2020

VISION 2025 FUNDS / South James Sewer Improvements Project

PO #	VENDOR	DESCRIPTION	DATE	INVOICE #	AMOUNT
-	TEP, Inc.	Engineering / Surveying Services	11/20/19	2	$ 2,309.39
		TOTAL			$ 2,309.39

City Council Meeting 01/07/2020

FUND: 61 - CITY RISK MANAGEMENT SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 801		INS & CASH REIMB.				
193086	1 -2771	CAMERON ARTHUR	MEDICAL DEDUCTIBLE	12/2019	MEDICAL DEDUCTIBLE	1,000.00
193087	1 -3693	SUANNE BOLLER	MEDICAL DEDUCTIBLE	12/2019	MEDICAL REIMBURSEM	1,000.00

DEPARTMENT TOTAL: 2,000.00

FUND TOTAL: 2,000.00

GRAND TOTAL: 2,000.00

PAID UNAPPROVED

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 221		MUNICIPAL COURT				
190003	1 -1033	PHIL FRAZIER	DEC 2019 MUN'L JUDGE	12/2019	DEC 19 MUN'L JUDGE	1,470.87
			DEPARTMENT TOTAL:		1,470.87	
DEPARTMENT: 411		FIRE SUPPRESSION				
192961	1 -1726	OTA PIKEPASS CUSTOMER SVC	20191196131 DEC 2019	12/2019	6377751 DEC 2019	39.89
192906	1 -1750	LOWE'S BUSINESS ACCOUNT	MICROWAVE/LIGHTS/T MEASUR	12/2019	01749 12-04	223.22
			DEPARTMENT TOTAL:		263.11	
DEPARTMENT: 521		STREET MAINTENANCE				
192961	1 -1726	OTA PIKEPASS CUSTOMER SVC	20191196131 DEC 2019	12/2019	3316501 DEC 2019	3.35
190008	1 -2027	O G & E ELECTRIC SERVICES	ELECTRIC JUL 19/JUN 20	12/2019	128233410-9 JAN 20	479.55
			DEPARTMENT TOTAL:		482.90	
DEPARTMENT: 562		ANIMAL CONTROL				
192961	1 -1726	OTA PIKEPASS CUSTOMER SVC	20191196131 DEC 2019	12/2019	3316512 DEC 2019	7.05
			DEPARTMENT TOTAL:		7.05	
			FUND TOTAL:		2,223.93	

PAID UNAPPROVED

FUND: 14 - FIRE SUPPRESSION VEHICLES SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 411	** INVALID DEPARTMENT **					
190002	1 -1112	BANCFIRST	0490090378 12-19 PR	12/2019	0490090378 12-19PR	27,225.77

DEPARTMENT TOTAL: 27,225.77

FUND TOTAL: 27,225.77

PAID UNAPPROVED

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 321		CENTRAL DISPATCH				
190016	1 -2542	A T & T	91815400606522 DEC 2019	12/2019	15400606522 DEC 19	236.90

DEPARTMENT TOTAL: 236.90

FUND TOTAL: 236.90

GRAND TOTAL: 29,686.60

PAID UNAPPROVED

FUND: 12 - UNIFORMED PATROL VEHICLES SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 311		UNIFORMED PATROL				
190001	1 -1112	BANCFIRST	0490089980 12-19 PR	12/2019	0490089980 12-19PR	2,150.28

DEPARTMENT TOTAL: 2,150.28

FUND TOTAL: 2,150.28

GRAND TOTAL: 2,150.28

PAID UNAPPROVED

FUND: 10 - GENERAL FUND SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 411		FIRE SUPPRESSION				
193101	1 -2025	TIMMONS OIL COMPANY INC	BI31580 12-06-19 DIESEL	12/2019	BI31580 12-06-19	371.22
			DEPARTMENT TOTAL:	371.22		
DEPARTMENT: 521		STREET MAINTENANCE				
193101	1 -2025	TIMMONS OIL COMPANY INC	BI31580 12-06-19 DIESEL	12/2019	BI31580 12-06-19	111.37
			DEPARTMENT TOTAL:	111.37		
DEPARTMENT: 561		PARKS & GROUNDS				
193101	1 -2025	TIMMONS OIL COMPANY INC	BI31580 12-06-19 DIESEL	12/2019	BI31580 12-06-19	111.37
			DEPARTMENT TOTAL:	111.37		
			FUND TOTAL:	593.96		
			GRAND TOTAL:	593.96		

PAID UNAPPROVED

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 214		CITY ATTORNEY				
193091	1 -2450	JPMORGAN CHASE BANK NA	PARALEGAL RECERT/BAR DUES	12/2019	11-12-19 NALA HEAD	400.00
193092	1 -2450	JPMORGAN CHASE BANK NA	HOTEL-CONTRACTS CONF	12/2019	11-08-19 DOUBLETRE	811.58
					DEPARTMENT TOTAL:	1,211.58
DEPARTMENT: 231		GENERAL GOVERNMENT				
193090	1 -2450	JPMORGAN CHASE BANK NA	PARKING FEE	12/2019	11-06-19 DENVER GA	10.00
					DEPARTMENT TOTAL:	10.00
DEPARTMENT: 311		UNIFORMED PATROL				
190974	1 -2450	JPMORGAN CHASE BANK NA	ADOBE SUBSCRIPTION	12/2019	11-04-19 ADOBE	14.99
190975	1 -2450	JPMORGAN CHASE BANK NA	ADOBE SUBSCRIPTION	12/2019	11-11-19 ADOBE	14.99
192984	1 -2450	JPMORGAN CHASE BANK NA	TAGS-POLICE CARS	12/2019	11-13-19 JENKS TAG	252.55
192986	1 -2450	JPMORGAN CHASE BANK NA	SWAT PANTS	12/2019	10-15-19 GALLS	211.37
192988	1 -2450	JPMORGAN CHASE BANK NA	DRONE CASE & SIMULATOR	12/2019	11-05-19 AMAZON	58.98
192989	1 -2450	JPMORGAN CHASE BANK NA	OFFICE SUPPLIES	12/2019	11-15-19 AVAS FLOW	209.84
192990	1 -2450	JPMORGAN CHASE BANK NA	BUSINESS LUNCH/DRONE PART	12/2019	11-07-19 SCHLOTZSK	225.99
					DEPARTMENT TOTAL:	988.71
DEPARTMENT: 315		POLICE RESERVE				
192987	1 -2450	JPMORGAN CHASE BANK NA	SWAT PANTS	12/2019	10-30-19 PROPPER2	99.98
					DEPARTMENT TOTAL:	99.98
DEPARTMENT: 411		FIRE SUPPRESSION				
192991	1 -2450	JPMORGAN CHASE BANK NA	AIRFARE SERVANT LEADERS	12/2019	11-06-19 AMERICAN	392.40
192992	1 -2450	JPMORGAN CHASE BANK NA	CONF ROOM SUPPLIES	12/2019	11-13-19 AMAZON	39.02
192993	1 -2450	JPMORGAN CHASE BANK NA	ETHICS & REPUTATION MGMT	12/2019	11-04-19 CEAT PROF	600.00
192994	1 -2450	JPMORGAN CHASE BANK NA	20 YRS SERVICE GOLD BAR	12/2019	11-05-19 GALLS	85.71
192995	1 -2450	JPMORGAN CHASE BANK NA	ADMIN MTG/LUNCH	12/2019	11-09-19 WATERFRON	42.00
192996	1 -2450	JPMORGAN CHASE BANK NA	RETURN DRONE CAMERA	12/2019	11-08-19 USPS	8.30
192998	1 -2450	JPMORGAN CHASE BANK NA	SERVANT LEADERSHIP CONF	12/2019	10-17-19 STRATEGIC	698.00
193000	1 -2450	JPMORGAN CHASE BANK NA	CHRISTMAS ORNAMENTS	12/2019	11-21-19 WALMART	66.07
193001	1 -2450	JPMORGAN CHASE BANK NA	JUNIOR FF BADGE ROLLS	12/2019	11-29-19 4 IMPRINT	477.52
193002	1 -2450	JPMORGAN CHASE BANK NA	OFFICE&CHRISTMAS SUPPLY	12/2019	11-27-19 WALMART	55.91
193003	1 -2450	JPMORGAN CHASE BANK NA	MAIL PROMOTION EXAM	12/2019	12-02-19 USPS	32.25
193004	1 -2450	JPMORGAN CHASE BANK NA	TOURNIQUETS	12/2019	12-03-19 MY MEDIC	838.80
193099	1 -2450	JPMORGAN CHASE BANK NA	CLEANING/BREAKROOM SUPPLY	12/2019	11-22-19 AMAZON	78.04
193100	1 -2450	JPMORGAN CHASE BANK NA	CLEANING/BREAKROOM SUPPLY	12/2019	11-25-19 AMAZON	54.10
					DEPARTMENT TOTAL:	3,468.12

PAID UNAPPROVED

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 412		FIRE VOLUNTEERS				
192999	1 -2450	JPMORGAN CHASE BANK NA	BACKGROUND CHECK	12/2019	10-11-19 OK STATE	19.00
					DEPARTMENT TOTAL:	19.00
DEPARTMENT: 521		STREET MAINTENANCE				
192623	1 -2450	JPMORGAN CHASE BANK NA	TRAFFIC TUBING	12/2019	11-19-19 HANNA RUB	317.37
192985	1 -2450	JPMORGAN CHASE BANK NA	SGR LEADERSHIP CONF REG	12/2019	11-15-19 STRATEGIC	349.00
					DEPARTMENT TOTAL:	666.37
					FUND TOTAL:	6,463.76

PAID UNAPPROVED

FUND: 10 - GENERAL FUND SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 521		STREET MAINTENANCE				
190010	1 -1082	PUBLIC SERVICE COMPANY OF	95842358103 JAN 2020	12/2019	95842358103 JAN 20	285.23

DEPARTMENT TOTAL: 285.23

FUND TOTAL: 285.23

PAID UNAPPROVED

FUND: 16 - E-911 FUND SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 321		CENTRAL DISPATCH				
190017	1 -1039	INCOG	E-911 ADMINISTRATIVE SERV	12/2019	E-001503 12-19	4,930.39

DEPARTMENT TOTAL: 4,930.39

FUND TOTAL: 4,930.39

GRAND TOTAL: 5,215.62

PAID UNAPPROVED

FUND: 10 - GENERAL FUND SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 411 FIRE SUPPRESSION						
193110	1 -2025	TIMMONS OIL COMPANY INC	DIESEL EXHAUST FLUID	12/2019	WI11482 12-11-19	90.35
			DEPARTMENT TOTAL:		90.35	
DEPARTMENT: 521 STREET MAINTENANCE						
193110	1 -2025	TIMMONS OIL COMPANY INC	DIESEL EXHAUST FLUID	12/2019	WI11482 12-11-19	27.11
			DEPARTMENT TOTAL:		27.11	
DEPARTMENT: 561 PARKS & GROUNDS						
193110	1 -2025	TIMMONS OIL COMPANY INC	DIESEL EXHAUST FLUID	12/2019	WI11482 12-11-19	27.11
			DEPARTMENT TOTAL:		27.11	
			FUND TOTAL:		144.57	
			GRAND TOTAL:		144.57	

PAID UNAPPROVED

FUND: 10 - GENERAL FUND SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: N/A		NON-DEPARTMENTAL				
190471	1 -1596	COMMUNITY CARE	12-01-19 EAP MONTHLY FEE	12/2019	12-01-19 EAP FEE	55.75
			DEPARTMENT TOTAL:			55.75
DEPARTMENT: 311		UNIFORMED PATROL				
190048	1 -1073	OKLAHOMA NATURAL GAS	GAS SERVICE JUL 19/JUN 20	12/2019	182557209 DEC 19	2.05
			DEPARTMENT TOTAL:			2.05
DEPARTMENT: 411		FIRE SUPPRESSION				
190048	1 -1073	OKLAHOMA NATURAL GAS	GAS SERVICE JUL 19/JUN 20	12/2019	113564527 DEC 19	390.80
			DEPARTMENT TOTAL:			390.80
			FUND TOTAL:			448.60
			GRAND TOTAL:			448.60

PAID UNAPPROVED

FUND: 10 - GENERAL FUND SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 221		MUNICIPAL COURT				
193154	1 -2940	AMERICAN LASER INC	BLACK TONER	12/2019	10822 10-15	182.00

DEPARTMENT TOTAL: 182.00

FUND TOTAL: 182.00

GRAND TOTAL: 182.00

PAID UNAPPROVED

FUND: 23 - ECONOM DEV - ACCOMMODATIO SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 242		ACCOMMODATIONS TAX				
185976	1 -3653	HOUSEAL LAVIGNE ASSOCIATES	PROFESSIONAL CONSULTING	12/2019	4388 12-17	21,509.70
					DEPARTMENT TOTAL:	21,509.70
					FUND TOTAL:	21,509.70
					GRAND TOTAL:	21,509.70

PAID UNAPPROVED

City of Jenks
Fund 10
Financial Position
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:			
Sales Tax Collections	$ 3,274,577.67	$ 7,500,000.00	$ 3,120,901.10
Use Tax Collections	651,399.75	1,500,000.00	500,307.93
Other Licenses & Permits	928.00	3,700.00	1,382.50
Electrical Licenses	6,875.00	13,000.00	4,250.00
Plumbing Licenses	5,400.00	14,500.00	4,000.00
Mechanical Licenses	3,750.00	10,000.00	3,875.00
Beverage Licenses	14,620.00	16,000.00	14,630.00
Solicitors Licenses	450.00	1,800.00	1,445.00
Sign Permits	580.00	1,500.00	259.00
Electrical Permits	6,215.25	21,000.00	6,324.00
Plumbing Permits	5,601.00	20,000.00	6,083.00
Mechanical Permits	4,771.00	18,000.00	4,868.00
Building Permits	50,713.00	220,000.00	48,542.00
Solid Waste Revenue	17,951.00	55,000.00	17,780.50
Fireworks Permits	7,540.00	8,000.00	7,290.00
Fireworks Sales Licenses	-	-	-
Inspection/Reinspection Fees	2,713.00	10,000.00	3,350.00
Building Permits Admin Fee	328.62	1,000.00	342.10
Zoning Applications	7,818.60	8,000.00	2,095.00
Alcoholic Beverage Tax	21,001.45	45,000.00	13,513.64
Franchise Fees	476,488.92	1,160,000.00	508,729.33
McDonald's Rental Income	19,310.00	46,000.00	19,310.00
Assessment Letter	220.00	19,500.00	5,100.00
Miscellaneous Revenue	29,653.97	45,000.00	36,226.12
Municipal Court Fine	194,100.20	400,000.00	92,741.26
Miscellaneous Zoning Fees	5,302.00	20,000.00	7,217.36
Gross Receipts	40,345.26	140,000.00	45,386.32
Community Room Rental	560.00	1,400.00	400.00
Auction Sales	-	20,000.00	57,681.80
Interest	36,153.10	90,000.00	34,773.25
Interest on Investment	23,280.08	60,000.00	29,194.66
Total Gross Revenues:	**$ 4,908,646.87**	**$ 11,468,400.00**	**$ 4,597,998.87**

Expenditures:			
City Manager	$ 87,177.66	$ 227,700.00	$ 111,576.13
City Clerk	108,914.52	275,650.00	76,488.59
City Treasurer	41,708.74	64,850.00	38,511.32
City Attorney	23,432.34	69,480.00	13,125.38
Personnel	71,109.57	171,750.00	50,979.81
Admin Support / Records	30,269.14	73,250.00	14,401.52
Municipal Court	44,023.95	94,080.00	34,985.99
General Government	96,435.70	212,000.00	126,085.44
City Planner	8,544.04	71,350.00	27,040.71
Community Development	11,000.00	43,630.00	10,600.00
Uniformed Patrol	1,167,048.77	2,580,500.00	1,104,259.21
Police Reserves	91,587.85	160,250.00	45,211.84
Central Dispatch	173,975.99	502,000.00	175,470.08
Code Enforcement	23,445.92	62,300.00	-
Fire Suppression	1,148,644.33	2,462,700.00	1,177,287.21
Fire Volunteers	13,510.52	68,850.00	5,119.75
Protective Inspections	34,034.54	89,850.00	34,457.03
Street Maintenance	215,538.63	412,470.00	226,903.72
General Maintenance	6,137.50	26,500.00	8,151.50
Small Capital Projects	-	130,000.00	-
Parks & Grounds	220,693.19	531,650.00	273,101.99
Animal Control	36,847.95	94,500.00	52,334.64
Total Expenditures:	**$ 3,654,080.85**	**$ 8,425,310.00**	**$ 3,606,091.86**
Excess (deficiency) of Revenues over Expenditures:	**$ 1,254,566.02**	**$ 3,043,090.00**	**$ 991,907.01**
Transfers (In/Out)			
Transfers In	2,211,818.24	$ 5,443,400.00	$ 2,040,117.76
Transfers Out	(3,925,977.38)	(9,200,000.00)	(3,621,209.03)
Total Transfers:	**$ (1,714,159.14)**	**$ (3,756,600.00)**	**$ (1,581,091.27)**
Net Change in Fund Balance:	**$ (459,593.12)**	**$ (713,510.00)**	**$ (589,184.26)**

Prepared by Matthew L. Johnson 12/30/2019

PARENT ACCOUNT:
CITY OF JENKS 29

REPORT FOR:
CITY OF JENKS 29
2960-00-656689-7
NOV-24-2019 TO DEC-23-2019

Site Summary

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

BRAND	ADDRESS	NO. TRANS	FUEL UNITS	FUEL $	OTHER $	EXEMPT TAX	NET $
QUIKTRIP	12037 S Memorial Dr, Bixby, OK 74008-2031	1	16.968	35.79	0.00	-6.50	29.29
	91 W 141st St, Glenpool, OK 74033	2	31.427	73.20	0.00	-12.04	61.16
	712 S Elm St, Jenks, OK 74037	327	4,110.673	9,306.20	0.00	-1,607.90	7,698.30
	12100 S Waco Ave, Sapulpa, OK 74066	11	267.571	641.37	0.00	-102.48	538.89
	9555 Riverside Pkwy, Tulsa, OK 74137	3	39.624	78.46	0.00	-15.17	63.29
	9037 S Yale Ave, Tulsa, OK 74137	1	18.552	40.80	0.00	-7.11	33.69
	PERIOD TOTALS	**345**	**4,484.815**	**10,175.82**	**0.00**	**-1,751.20**	**8,424.62**

QuikTrip

PARENT ACCOUNT:
CITY OF JENKS 29

REPORT FOR:
CITY OF JENKS 29
2960-00-656689-7
NOV-24-2019 TO DEC-23-2019

Financial Summary

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

DEPARTMENT	DESCRIPTION	UNITS	COST OR FEE	TOTAL FEES	FUEL $	OTHER $	EXEMPTED TAX	NET $	TOTAL FEES & PURCHASES
213	Unleaded Regular	11.57	2.199	0.00	25.45	0.00	-4.44	21.01	
	PERIOD			0.00	25.45	0.00	-4.44	21.01	21.01
	YTD			0.00	974.97	0.00	-146.45	828.52	828.52
311	Unleaded Regular	2,212.46	2.160	0.00	4,780.30	0.00	-847.32	3,932.98	
	PERIOD			0.00	4,780.30	0.00	-847.32	3,932.98	3,932.98
	YTD			0.00	62,759.31	0.00	-10,745.27	52,014.04	52,014.04
411	Regular Diesel #2	558.55	2.689	0.00	1,501.84	0.00	-247.40	1,254.44	
	Unleaded Regular	297.68	2.162	0.00	641.99	0.00	-114.02	527.97	
	PERIOD			0.00	2,143.83	0.00	-361.42	1,782.41	1,782.41
	YTD			0.00	21,831.31	0.00	-3,684.56	18,146.75	18,146.75
511	Unleaded Regular	74.46	2.227	0.00	166.65	0.00	-28.50	138.15	
	PERIOD			0.00	166.65	0.00	-28.50	138.15	138.15
	YTD			0.00	2,293.59	0.00	-373.85	1,919.74	1,919.74
512	Unleaded Regular	189.40	2.156	0.00	408.13	0.00	-72.54	335.59	
	PERIOD			0.00	408.13	0.00	-72.54	335.59	335.59
	YTD			0.00	5,929.24	0.00	-1,010.29	4,918.95	4,918.95
521	Unleaded Plus	35.85	2.319	0.00	83.00	0.00	-13.73	69.27	
	Unleaded Regular	32.46	2.464	0.00	80.03	0.00	-12.43	67.60	
	Unleaded Super	80.80	2.446	0.00	197.31	0.00	-30.95	166.36	
	PERIOD			0.00	360.34	0.00	-57.11	303.23	303.23
	YTD			0.00	5,064.89	0.00	-817.60	4,247.29	4,247.29
523	Unleaded Regular	152.02	2.279	0.00	347.30	0.00	-58.23	289.07	
	PERIOD			0.00	347.30	0.00	-58.23	289.07	289.07
	YTD			0.00	4,290.31	0.00	-692.58	3,597.73	3,597.73
531	Unleaded Plus	141.38	2.307	0.00	326.51	0.00	-54.15	272.36	
	Unleaded Regular	199.52	2.298	0.00	461.75	0.00	-76.43	385.32	
	Unleaded Super	236.65	2.479	0.00	586.85	0.00	-90.64	496.21	
	PERIOD			0.00	1,375.11	0.00	-221.22	1,153.89	1,153.89
	YTD			0.00	15,725.75	0.00	-2,489.10	13,236.65	13,236.65
533	Unleaded Regular	76.74	2.174	0.00	167.00	0.00	-29.40	137.60	
	Unleaded Super	40.24	2.462	0.00	98.94	0.00	-15.40	83.54	
	PERIOD			0.00	265.94	0.00	-44.80	221.14	221.14
	YTD			0.00	3,535.30	0.00	-560.67	2,974.63	2,974.63
561	Unleaded Regular	26.37	2.199	0.00	58.00	0.00	-10.10	47.90	
	PERIOD			0.00	58.00	0.00	-10.10	47.90	47.90
	YTD			0.00	1,458.14	0.00	-230.59	1,227.55	1,227.55

QuikTrip

PARENT ACCOUNT:
CITY OF JENKS 29

REPORT FOR:
CITY OF JENKS 29
2960-00-656689-7
NOV-24-2019 TO DEC-23-2019

Financial Summary

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

DEPARTMENT	DESCRIPTION	UNITS	COST OR FEE	TOTAL FEES	FUEL $	OTHER $	EXEMPTED TAX	NET $	TOTAL FEES & PURCHASES
562	Unleaded Regular	62.96	2.174	0.00	137.00	0.00	-24.11	112.89	
	PERIOD			0.00	137.00	0.00	-24.11	112.89	112.89
	YTD			0.00	1,934.74	0.00	-328.58	1,606.16	1,606.16
571	Unleaded Regular	36.29	1.804	0.00	65.49	0.00	-13.90	51.59	
	PERIOD			0.00	65.49	0.00	-13.90	51.59	51.59
	YTD			0.00	454.83	0.00	-107.60	347.23	347.23
575									
	PERIOD			0.00	0.00	0.00	0.00	0.00	0.00
	YTD			0.00	63.60	0.00	-11.05	52.55	52.55
911									
	PERIOD			0.00	0.00	0.00	0.00	0.00	0.00
	YTD			0.00	197.60	0.00	-29.72	167.88	167.88
919	Unleaded Regular	19.62	2.154	0.00	42.28	0.00	-7.51	34.77	
	PERIOD			0.00	42.28	0.00	-7.51	34.77	34.77
	YTD			0.00	874.14	0.00	-148.33	725.81	725.81
Unassigned	Rebate	4,484.82	0.020	-89.70	0.00	0.00	0.00	0.00	
	PERIOD			-89.70	0.00	0.00	0.00	0.00	-89.70
	YTD			0.00	0.00	0.00	0.00	0.00	0.00
ACCOUNT TOTALS	Regular Diesel #2	558.55	2.689	0.00	1,501.84	0.00	-247.40	1,254.44	
	Unleaded Plus	177.23	4.626	0.00	409.51	0.00	-67.88	341.63	
	Unleaded Regular	3,391.55	28.450	0.00	7,381.37	0.00	-1,298.93	6,082.44	
	Unleaded Super	357.69	7.387	0.00	883.10	0.00	-136.99	746.11	
	Rebate	4,484.82	0.020	-89.70	0.00	0.00	0.00	0.00	
	PERIOD			-89.70	10,175.82	0.00	-1,751.20	8,424.62	8,334.92
	YTD			0.00	127,387.72	0.00	-21,376.24	106,011.48	106,011.48

ACCOUNTS RECEIVABLE SUMMARY - Invoice 62945984

PREVIOUS BALANCE	7,981.97
PAYMENTS	-7,981.97
PURCHASES	8,424.62
DEBITS	0.00
CREDITS	0.00
QuikTrip Rebate	-89.70
ANCILLARIES	0.00
AMOUNT DUE	8,334.92

CITY OF JENKS

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	04:14:35	****01301	311 18 9938	12.09	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	27612		MARKHAM	311	311
11/21/2019	09:58:30	****00351	311 13 4107	11.859	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	87319		Boileau	311	311
11/21/2019	13:00:59	****00681	311 10 9275	9.057	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	120145		SANCHEZ	315	311
11/21/2019	13:51:52	****00641	512 07 CHEVY	20.463	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	163276		BRESE	523	512
11/21/2019	15:11:31	****00501	311 11 1550	28.33	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	67094		Bowdle	311	311
11/21/2019	18:51:27	****00281	311 14 0892	6.776	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	49197	49113	zumwalt	315	311
11/21/2019	19:15:46	****01461	411 ENGINE 1	16.556	DSL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	6074		OSGOOD	411	411
11/21/2019	20:22:07	****00741	311 10 4050	6.903	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	83037	224	bloss	315	311
11/21/2019	21:25:25	****00841	311 14 0891	6.171	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	60033		Silavong	311	311
11/22/2019	05:59:54	****01311	311 18 3659	14.096	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	27196		NUNNELEE	315	311
11/22/2019	07:34:14	****01331	311 18 9939	12.978	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	16874		SEMKE	311	311
11/22/2019	14:29:45	****00131	311 14 0890	10.185	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	73042		Galloway	311	311
11/22/2019	20:20:18	****00451	311 13 5951	29.721	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	76127		Jackson	311	311
11/22/2019	20:27:13	****00351	311 13 4107	6.913	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	87379		Boileau	311	311
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11/24/2019	01:15:48	****00171	311 09 2168	8.419	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	116684		STEWART	315	311
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11/25/2019	07:59:36	****01361	411 COMMAND 1	22.841	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	33002		ostrum	411	411
11/25/2019	08:58:58	****00301	411 UTILITY 1	22.21	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	25552	23668	MCCONNELL	411	411
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11/27/2019	15:16:58	****01231	562 10 Ford	28.85	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	71629		reid	562	562
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12/03/2019 12:20:28	****00711	512 12 FORD	21.086	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	86025		ORTEGON	512	512
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12/04/2019 06:58:43	****00111	311 13 9781	4.115	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	98811		ARNOLD	311	311
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12/17/2019 13:30:30	****01291	311 18 3658	12.291	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	31567		SCOTTS	311	311
12/17/2019 14:33:15	****00811	311 17 2923	11.908	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	48595		miller	311	311
12/17/2019 18:26:58	****00281	311 14 0892	8.633	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	49907		zumwalt	315	311
12/17/2019 21:09:00	****00131	311 14 0890	5.514	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	74218	74106	Galloway	311	311
12/17/2019 21:30:56	****01321	311 18 3660	5.457	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	29393		golliday	311	311
12/17/2019 21:47:49	****01261	311 18 4849	7.595	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	22688		Tarasenko	311	311
12/18/2019 07:32:11	****00501	311 11 1550	22.041	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	67705		Bowdle	311	311
12/18/2019 07:37:32	****01331	311 18 9939	10.561	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	18218		SEMKE	311	311
12/18/2019 09:13:09	****01461	411 ENGINE 1	17.67	DSL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	6862		BAXTER	411	411
12/18/2019 13:49:52	****00681	311 10 9275	3.436	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	121030	121047	RACHAL	315	311
12/18/2019 13:55:43	****00441	512 16 HYUNDAI SF	12.066	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	46455		rush	512	512
12/18/2019 14:36:45	****01291	311 18 3658	7.141	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	31656		Hash	311	311
12/18/2019 20:40:20	****00131	311 14 0890	8.632	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	74287		Galloway	311	311
12/18/2019 21:49:36	****00411	311 13 9181	9.84	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	63366		Solomon	311	311
12/18/2019 21:50:56	****01341	311 18 9940	10.895	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	17703		CHANDLEE	311	311
12/19/2019 01:21:43	****01321	311 18 3660	9.134	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	29479		golliday	311	311
12/19/2019 04:33:34	****01421	411 TRUCK 1	14.293	DSL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	5569		MITCHELL	411	411
12/19/2019 05:57:00	****00351	311 13 4107	12.816	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	87905		Boileau	311	311
12/19/2019 08:09:35	****01281	311 18 0441	9.63	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	16277		SCOTTO	311	311
12/19/2019 10:29:06	****01311	311 18 3659	12.552	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	28459		NUNNELEE	315	311
12/19/2019 13:44:36	****00681	311 10 9275	4.122	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	121070		RACHAL	315	311
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12/19/2019 18:42:29	****00841	311 14 0891	7.643	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	61406		Silavong	311	311
12/19/2019 19:57:22	****00281	311 14 0892	9.863	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	50033		zumwalt	315	311
12/19/2019 21:50:35	****00411	311 13 9181	6.791	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	63433		Solomon	311	311
12/20/2019 01:28:13	****01341	311 18 9940	6.76	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	17775		CHANDLEE	311	311
12/20/2019 07:54:18	****00231	311 17 2922	11.461	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	56534		simmons	311	311
12/20/2019 09:47:50	****01361	411 COMMAND 1	21.271	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	34477		ostrum	411	411
12/20/2019 09:58:43	****00901	311 17 4536	16.56	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	21778		Mcnulty	311	311
12/20/2019 11:48:18	****01451	411 ENGINE 2	21.234	DSL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	7396		OSGOOD	411	411
12/20/2019 13:25:21	****00351	311 13 4107	7.972	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	87995		Boileau	311	311
12/20/2019 13:43:18	****00641	512 07 CHEVY	22.44	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	164346		BRESE	523	512

12/20/2019 21:49:01	****01261	311 18 4849	9.063	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	22769	Tarasenko	311	311
12/20/2019 21:50:39	****00411	311 13 9181	5.957	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	63495	Solomon	311	311
12/20/2019 23:51:29	****00681	311 10 9275	4.534	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	121112	Goode	311	311
12/21/2019 08:02:43	****01301	311 18 9938	10.058	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	28296	MARKHAM	311	311
12/21/2019 14:08:05	****00131	311 14 0890	11.255	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	74379	Galloway	311	311
12/21/2019 17:18:51	****00841	311 14 0891	9.128	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	61509	Silavong	311	311
12/21/2019 20:27:53	****00741	311 10 4050	8.077	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	63563	83684 bloss	315	311
12/21/2019 21:33:50	****01321	311 18 3660	4.662	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	29534	golliday	311	311
12/21/2019 21:45:09	****01261	311 18 4849	6.843	UNL	Quiktrip 0101	712 S Elm St	Jenks	OK	74037	22827	Tarasenko	311	311

Special Event Committee Recommendation

Event title: Run to the Well 15K & 5K

Proposed date(s): April 18, 2020

Description: Run

After reviewing the special event application and meeting with the applicant the majority of the committee voted to:

- ☒ Recommend the event be approved by City Council.
- ☐ Does not recommend the event be approved by City Council.

Comments:

Temporary Closures and delays along the Run Routes.

#11

12-11-2019

Sgt. Bradley Shouse, Special Event Committee Chair — Date

After reviewing the committee's recommendation:

- ☑ Accept as submitted and approve it to be presented to City Council
- ☐ Accept with the following modifications before it is presented to City Council
- ☐ Reject the recommendation

Comments:

12.11.19

Chris Shrout, City Manager — Date

Print

SPECIAL EVENT APPLICATION - Submission #1061

Date Submitted: 11/9/2019

Sgt. Brad Shouse
PO Box 2007
211 N Elm St Jenks OK, 74037
918-556-7481
bshouse@jenksok.org

Special Event Applications are submitted for review and approval for events conducted on a public property, public right of way or easement, and/or events that require the use of other public resources. This application is required on all such events within the City of Jenks and must be submitted 90 days before the event (exceptions may be granted for special, unusual circumstances). There is no fee for a Special Event Application or its approval.

The point of contact during the application process will be Sgt. Brad Shouse; his contact information is listed above. He will be glad to answer questions and offer guidance during this process to insure that your submitted application packet is complete with all required documentation.

Once the completed application packet has been accepted, a date will be scheduled for the applicant to present their plan to the Special Events Committee. The Committee will send its recommendation regarding the event to the City Council, who will vote to approve or deny the event. You may attend the City Council meeting for your event's City Council review. Agendas are displayed at the City of Jenks City Hall at 211 N. Elm and online at www.jenks.com.

An application approval does not imply city sponsorship. The applicant will be responsible for any extra ordinary costs relating to the public for the event; for example, required city personnel and services, approved barricades, directional signage, adequate cleanup, and/or damages occurring to city property and/or facilities. The applicant has the responsibility to be aware of and comply with City Ordinances and Regulations including, but not limited to, Curfew Ordinance, County/City Public Health Regulations, police safety requirements, and insurance coverage requirements.

Event and Event Organizer Information

Event Title*

Run to the Well, Kibo 5k & 15k

Event Description*

Fundraiser 5k, 15k & fun run

Date of Event*

4/18/2020

Event Location (Include Site & Street Maps)*

Riverwalk Crossing (and streets) see attached maps

Diagram/Map

15 K course, J Street - Martin Updike.pdf

Total Anticipated Attendance (Participants, staff, vendors, crowd, etc.)*

500

Event Organizer*

Mary-Margaret Watson & volunteers with Kibo supporters

Email Address*

run@kibogroup.org

Primary Contact*

Mary-Margaret Watson

Primary Phone*

918.232.1727

Secondary Contact

Jordan Smith

Secondary Phone

918.671.4496

Primary Email Address*

run@kibogroup.org

Primary Mailing Address*

12716 S. Ash Ave

City*

Jenks

State*

OK

Zip Code*

74037

Agency Status*

- [ ] Profit
- [x] Non-Profit
- [ ] Fundraiser/What Cause

Fundraiser/What Cause (Please Specify)

funds benefit Kibo Group International

TIMELINE OF EVENT

	Date*	Time*
Event Start	4/18/2020	5:00 AM
Street Closing (for setup)	4/18/2020	8:00 AM
Event Closes	4/18/2020	11:00 AM
Street Opening	4/18/2020	11:00 AM

Street(s) requested to be closed*

see attached map

Attach diagram/Maps as appropriate

Map/Diagram

15 K course, J Street - Martin Updike.pdf

Medical Plan*

coordinate with Jenks police and provide additional medical support

Security Plan*

coordinate with Jenks police

Safety Plan*

coordinate with Jenks police

Traffic Plan *

coordinate with Jenks police

Fire Prevention Plan*

coordinate with Jenks police

Parking Plan*

coordinate with Riverwalk Crossing

Disabled Parking*

will designate spots near start/finish for disabled parking

Noise & Light Pollution Plan*

minimal noise, no lights, will run 4-5 generators beginning around 7:15 am, will direct noise away from homes

Restroom Facilities Plan*

race organizer will provide porta potties

Refuse Collection Plan*

race organizer will collect and remove trash

Additional Responsibilities

Open Air Event*

- [x] Yes
- [ ] No

Private Property *

- [x] Yes
- [ ] No

Owner of Property/Contact	Phone
Riverwalk Crossing	918.704.2052

Non-City Public Property*

- [ ] Yes
- [x] No

Owner of Property/Contact **Phone**

City of Jenks Property*

- [ ] Yes
- [x] No

Explain

Alcohol/Beer*

OK ABLE License Required

- [ ] Yes
- [x] No

Explain

Food Sales*

- [ ] Yes
- [x] No

Number of Food Vendors

Tents*

- [x] Yes
- [ ] No

Tent Sizes/Locations

3-4 small tents for registration and trophy pick up

Attach map

Other Information*

- [ ] Yes
- [x] No

Explain

Special Permits Needed*

- [x] Yes
- [ ] No

Explain

event will be sanctioned by USATF

Appropriate Zoning*

- [ ] Yes
- [x] No

Explain

Venue Insurance*

- [x] Yes
- [ ] No

Agency Contact **Phone**

provided by USATF 918.232.1727

EXTRAORDINARY USES*

- [x] Animals
- [ ] Road Closures
- [ ] Tents/Temp Structures
- [ ] Firearms
- [ ] Cooking
- [ ] Aircraft
- [ ] Explosives/Fireworks
- [ ] Alcoholic Beverages Served
- [ ] Other

Please specify if other chosen

---

1. Describe your organization and its purpose.*

This is a 5k, 15k & 1 mile fun run fundraiser. The 5k & 15k will be timed and sanctioned with USATF. Proceeds from the event will benefit Kibo Group International. We are a 501c3 development effort for East Africa, primarily Uganda. Our main focus is water, sanitation, hygiene, community development, education, and reforestation.

2. Describe your experience managing similar events and/or activities.*

This will be our sixth annual race. We had approximately 300 runners last year and raised over $25,000 for Kibo. We utilize Tatur Racing, Tulsa Runner, and Oklahoma Sports and Fitness for special event expertise. Additionally, several on our race committee have extensive experience from supporting our past events.

3. What is the purpose of the event?*

The purpose is to raise funds and awareness for Kibo Group and the work it is doing in East Africa.

4. Summarize your event.*

The event will begin around 7 am with race participants arriving. The 15k will begin at 8 am, the 5k will begin at 8:40 am, and the fun run will begin at 8:05 am. The start/finish are at the same spot for all 3 runs. We expect runners to finish the 5k around 9:15 and the 15k runners to finish around 9:30 to 10 am. The start/finish area has refreshment for the runners as they finish, educational materials about Kibo Group, sponsor tables, and a small stage.

5. Has an event like this been held before? By whom?*

Yes, this will be our 6th year coordinating with the city of Jenks to present this race.The race director and organizers have been involved each year since the beginning.

6. What do you see as the biggest challenge for a successful event?*

weather - that is one factor that we have no control over. race participants - making sure that we have our goal of number or runners participating in the race.

7. What is your budget for the entire event?*

expenses are estimated between $10,000 - $12,000

8. Do you have adequate funding to hold the event at this time? If not, when will you have the funds and how will you acquire them?*

Yes, Kibo group has a fund set up to assist and support this event

9. What is your advertising plan?*

Oklahoma Sports & Fitness, radio spots on Sports Animal, tv spots on local stations

10. How many people will be needed to staff the event?*

approximately 50 people are needed to staff the event. some spots may be filled by the same person.

11. List all the organizations that will provide staff for the event (include numbers).*

The Park Church of Christ.
Journey Church
Memorial Drive Church of Christ
Tulsa Metropolitan Ministries
Muslims for Mercy
Tatur Racing will provide 2 staff to support the timing aspect

12. List any special equipment needed and the organization that will provide it.*

the main equipment will be provided by the volunteers of the race

13. List any special equipment needed and the organization that will provide it.*

generators - race organizer
stage - race organizer
signs marking the course - race course manager

Affidavit of Applicant

City personnel and services, approved barricades and directional signage will be required for street closings, traffic/crowd control, and security. The Event Organizer has the responsibility to be aware of and comply with City Ordinances and Regulations including, but not limited to, Curfew Ordinance, City/County Public Health Regulations, and Police/Park/Public Safety requirements. Further, the Event Organizer is responsible for:

1) Providing evidence of public liability coverage in a sum of not less than $1,000,000 (one million) dollars, including property damage coverage of not less than $100,000 (one hundred thousand) dollars before the event date or within ten days of Council approval, whichever comes first, and

2) Notifying businesses in the affected areas two weeks prior to the event.

Failure to comply with these requirements may result in additional fees and denial of subsequent applications by the Event Organizer. An application approval does not imply City sponsorship. Review the cover letter for further information in reference to Special Events.

I certify the information contained in the foregoing application is true and correct to the best of my knowledge and belief, and that I have read, understand, and agree to abide by the rules and regulations governing the proposed Special Event.

I further certify that I, on the behalf of the Event Organizer, am also authorized to commit that Organizer and therefore agree to be financially responsible for any costs and fees that may be incurred by or on behalf of the Event to the City of Jenks.

Electronic Signature Agreement

By checking the "I agree" box below, you agree and acknowledge that 1) your application will not be signed in the sense of a traditional paper document, 2) by signing in this alternate manner, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and 3) you may still be required to provide a traditional signature at a later date.

☑ I agree.

Electronic Signature

Mary-Margaret B. Watson

Print Name*

Mary-Margaret B. Watson

Date*

11/9/2019

Route To: Jenks Police Department, Attn: Sgt. Brad Shouse, P. O. Box 2007, Jenks, OK 74037, email: bshouse@jenksok.org

City of Jenks & Related Entities Hold Harmless Agreement

Name of Event Sponsor*

Kibo Group International

hereinafter referred to as "APPLICANT"

Address of Applicant*

P.O. Box 145

City	State	Zip Code
Searcy	AR	72145

The APPLICANT has made an application to use certain property, streets, sidewalks, or easements under the ownership or control of the City of Jenks, Oklahoma, or its related public trust entities e.g. the Jenks Public Works Authority and the Jenks Aquarium Authority d/b/a the Oklahoma Aquarium, hereinafter collectively referred to as "CITY", for a special event to be held on

Date*

4/18/2020

Between the hours of*

5:00 AM — 11:00 AM

Event described as*

Fundraiser 5k, 15k, & 1 mile fun run

That APPLICANT warrants that any participating agencies selected or employed by APPLICANT for the special event carry public liability and property damage insurance.

That in consideration of CITY granting APPLICANT approval for the special event above described, APPLICANT agrees to hold CITY, its officers, agents and employees harmless and indemnify the same from any claims which could be asserted by APPLICANT, its invitees, agents or employees, for damages, personal injury or death which occurred as a result of said special event which was not caused by the deliberate or grossly negligent acts or acts of CITY's officers, agents or employees.

Date*

11/9/2019

Name of Sponsoring Organization*

Kibo Group International

Electronic Signature Agreement

By checking the "I agree" box below, you agree and acknowledge that 1) your application will not be signed in the sense of a traditional paper document, 2) by signing in this alternate manner, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and 3) you may still be required to provide a traditional signature at a later date.

☑ I agree.

Electronic Signature

Mary-Margaret B. Watson

Print Name*

Mary-Margaret B. Watson

Phone Number*

918.232.1727

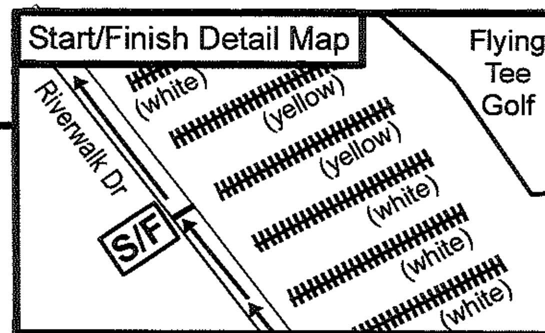
USATF Certification
OK17011DG

Jenks Riverwalk 15k # 2
Jenks, OK – 15,000 meters

Effective Dates
3/20/17-12/31/27

1k: On K Place, 2.3 m east of the 6th expansion seam east of the driveway of 107 K Place.
2k: On Elm St, 2.4 m S of the southern edge of the Baker Pools sign on the side of the Baker Pools Building
3k: On Elm St, 32.3 m S of the southern most yellow arrow sign just before the rd turns W and becomes 81st St
4k: On 81st St, 94.8 m NE of the 25 MPH sign on the N side of 81st St
5k: On Elwood Ave, 4 m north of the north edge of the northern most driveway of 8155 S Elwood Ave.
6k: On Elwood Ave, 25.3m S of the telephone pole on the E side of rd just south of the Jones Airport Entrance
7k: On 91st St, going west, 22.3 m east of the west edge of the driveway of 801 W 91st St
8k: On 91st St, going E, 5.8m W of the west edge of the east entrance to Building A of Jenks West Elementary
9k: On K Place, 19 m west of the 2nd power from the intersection of K and Elwood on the south side of the road

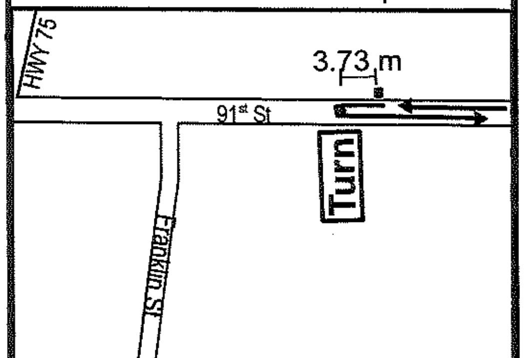
Start/Finish Detail Map

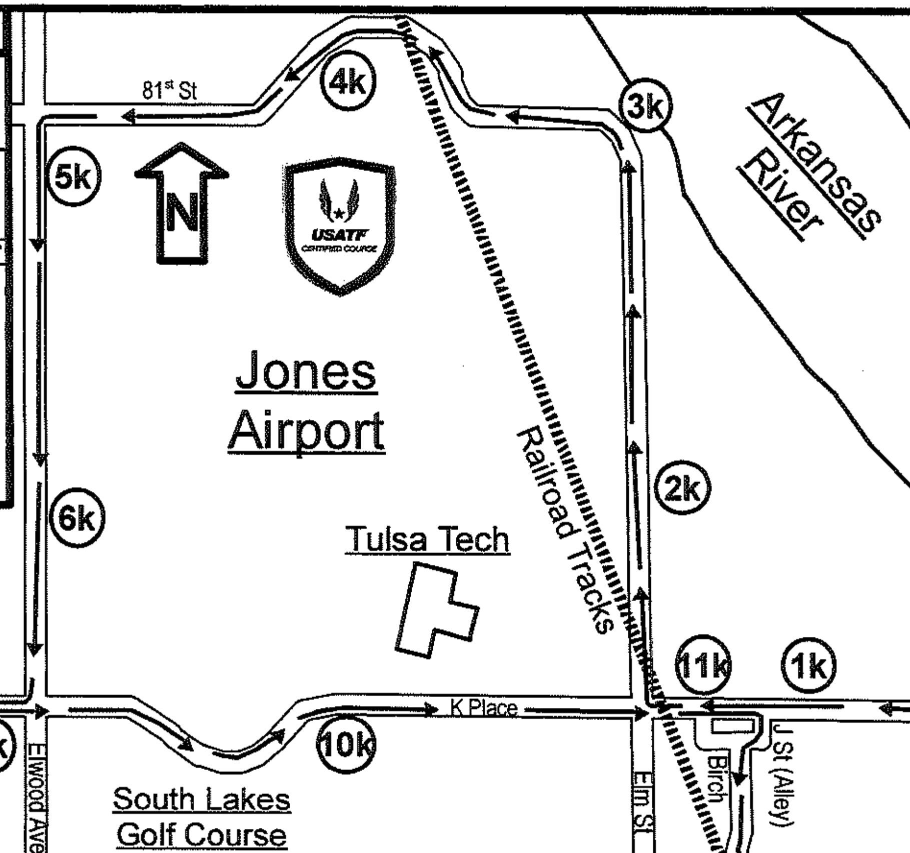


S/F is on Riverwalk Dr, next to Flying Tee Golf. There are two sets of parking spots that are yellow. S/F is in line w/ the expansion seam of the median in line w/ the southern most of the two sets of yellow parking spots

1st Turnaround Detail Map

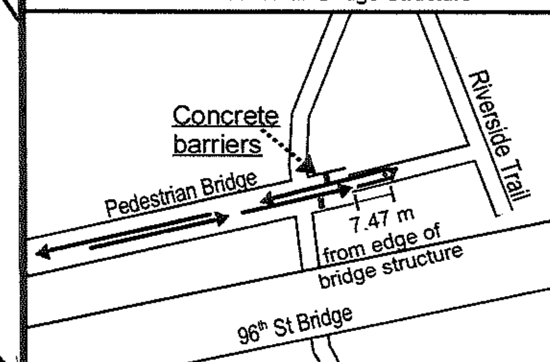
The 1st turn is 3.73 m west of the "35 MPH" & " End of School Zone" signs not far from the HWY 75 overpass





2nd Turn Detail Map

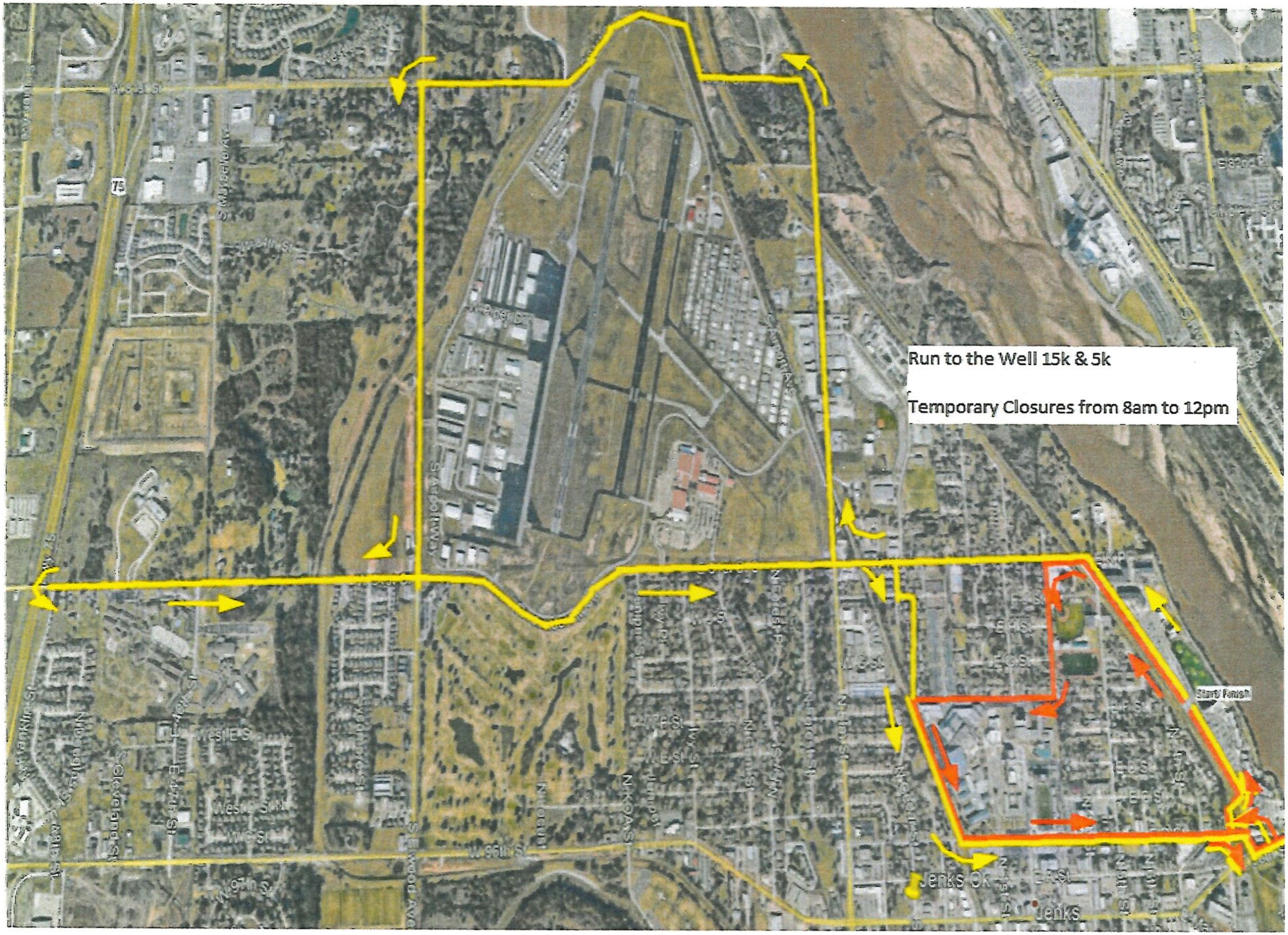
2nd Turn is on the pedestrian bridge, 7.47 m east of the End of the Pedestrian Bridge Structure



Measured by: Martin Updike on 3/16/17
martin@i40raceservice.com

Race Contact: Jordan Smith
jordan@StephenLSmith.com

10k: At the west edge of the intersection of 91st and Juniper St
11k: On K place, at the center of the Birch & K Place Intersection
12k: On B St, 3.4 m east of the the blue water pipe cover on the NE corner of Birch St & B St.
13k: On B St, 8.8 m W of the speed limit sign just before the course turns S into parking lot
14k: On the pedestrian bridge going back W,12.5m E of 7th light pole from the W end of bridge


Run to the Well 15k & 5k
Temporary Closures from 8am to 12pm
Start/ Finish
Jenks OK
Jenks

Special Event Committee Recommendation

Event title: Spring Fever Tri

Proposed date(s): April 19, 2020

Description: Triathlon

After reviewing the special event application and meeting with the applicant the majority of the committee voted to:

- ☒ Recommend the event be approved by City Council.
- ☐ Does not recommend the event be approved by City Council.

Comments:

Temporary Closures and delays along the Bike and Run Routes.

#11 12-11-2019

Sgt. Bradley Shouse, Special Event Committee Chair Date

After reviewing the committee's recommendation:

- ☐ Accept as submitted and approve it to be presented to City Council
- ☐ Accept with the following modifications before it is presented to City Council
- ☐ Reject the recommendation

Comments:

12.11.19

Chris Shrout, City Manager Date

Print

SPECIAL EVENT APPLICATION - Submission #1065

Date Submitted: 11/12/2019

Sgt. Brad Shouse
PO Box 2007
211 N Elm St Jenks OK, 74037
918-556-7481
bshouse@jenksok.org

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The point of contact during the application process will be Sgt. Brad Shouse; his contact information is listed above. He will be glad to answer questions and offer guidance during this process to insure that your submitted application packet is complete with all required documentation.

Once the completed application packet has been accepted, a date will be scheduled for the applicant to present their plan to the Special Events Committee. The Committee will send its recommendation regarding the event to the City Council, who will vote to approve or deny the event. You may attend the City Council meeting for your event's City Council review. Agendas are displayed at the City of Jenks City Hall at 211 N. Elm and online at www.jenks.com.

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Event and Event Organizer Information

Event Title*

Tulsa Area Triathletes Spring Fever Triathlon

Event Description*

Swim at Jenks Aquatic Center, bike and run on Jenks roads

Date of Event*

4/19/2020

Event Location (Include Site & Street Maps)*
Jenks Aquatic Center

Diagram/Map
bikejenksspf.jpg

Total Anticipated Attendance (Participants, staff, vendors, crowd, etc.)*
275

Event Organizer*
RunnersWorld Racing

Email Address*
rwtulsaap@gmail.com

Primary Contact*
Barbara Pinkerton

Primary Phone*
9188149793

Secondary Contact
Kathy Bratton

Secondary Phone
9187497557

Primary Email Address*
rwtulsaap@gmail.com

Primary Mailing Address*
3920 S Peoria

City*
Tulsa

State*
ok

Zip Code*
74105

Agency Status*
- [x] Profit
- [ ] Non-Profit
- [ ] Fundraiser/What Cause

Fundraiser/What Cause (Please Specify)

TIMELINE OF EVENT

	Date*	Time*
Event Start	4/19/2020	7:00 AM
Street Closing (for setup)	4/19/2020	7:00 AM
Event Closes	4/19/2020	12:00 PM
Street Opening	4/19/2020	7:00 AM

Street(s) requested to be closed*

None - Just need police at major intersections

Attach diagram/Maps as appropriate

Map/Diagram

bikejenksspf.jpg

Medical Plan*

Jenks EMSA will be notified

Security Plan*

Jenks Police

Safety Plan*

USAT Certified

Traffic Plan *

Jenks Police

Fire Prevention Plan*

NA

Parking Plan*

Jenks Aquatic Center

Disabled Parking*

Jenks Aquatic Center

Noise & Light Pollution Plan*

NA

Restroom Facilities Plan*

Jenks Aquatic Center and Porta Johns

Refuse Collection Plan*

Jenks Aquatic Center

Additional Responsibilities

Open Air Event*

- [ ] Yes
- [x] No

Private Property *

- [x] Yes
- [ ] No

Owner of Property/Contact	**Phone**
Jenks Aquatic Center	918-299-4415

Non-City Public Property*

- [ ] Yes
- [x] No

Owner of Property/Contact

Phone

City of Jenks Property*

- [ ] Yes
- [x] No

Explain

Alcohol/Beer*

OK ABLE License Required

- [ ] Yes
- [x] No

Explain

Food Sales*

- [ ] Yes
- [x] No

Number of Food Vendors

Tents*

- [ ] Yes
- [x] No

Tent Sizes/Locations

Attach map

Other Information*

- [ ] Yes
- [x] No

Explain

Special Permits Needed*

- [ ] Yes
- [x] No

Explain

Appropriate Zoning*

- [ ] Yes
- [x] No

Explain

Venue Insurance*

- [x] Yes
- [ ] No

Agency Contact

USAT

Phone

719-597-2121

EXTRAORDINARY USES*

- [ ] Animals
- [ ] Road Closures
- [ ] Tents/Temp Structures
- [ ] Firearms
- [ ] Cooking
- [ ] Aircraft
- [ ] Explosives/Fireworks
- [ ] Alcoholic Beverages Served
- [x] Other

Please specify if other chosen

none

1. Describe your organization and its purpose.*

RunnersWorld Racing is a company that race direct, supports and mentors people in the production of racing events. We strive to direct and help other direct races that are safe, fun and enjoyable for all participants, volunteers and spectators.

2. Describe your experience managing similar events and/or activities.*

We have been directing races for over 12 years. We put on over 7 of our own races a year and assist many others. We direct 5k's, Half and Full Marathons, Ultra distances – 50k, 100 milers and triathlons. We have been directing this triathlon for Tulsa Area Triathletes for the past 3 years

3. What is the purpose of the event?*

The purpose of this event is to introduce people to the triathlon racing scene. This is 1 of 3 Tulsa Area Triathletes (TAT) events. This event is a short distance triathlon that is great for beginners to use as their first triathlon. This also introduces them to the TAT and what they have to offer as a non-profit club.

4. Summarize your event.*

The event is a 400m swim, 12 mile bike ride and 2 mile run. The participants will swim in the pool at the Jenks Aquatic Center, the get on their bike and ride the 12 mile route and then transition to running and run 2 miles ending at the Jenks track for celebration.

5. Has an event like this been held before? By whom?*

Yes, TAT has been putting on this event for over 17 years. In the past it has been held in Claremore, OK Recreation Center. This year we wanted to move it closer to Tulsa. The Jenks Aquatic Center is a beautiful pool that many members of TAT use to swim practice. We also liked the Jenks area because of the great support it provides for other events we have attended in the past.

6. What do you see as the biggest challenge for a successful event?*

The biggest challenge is traffic control for the bike course.

7. What is your budget for the entire event?*

$8000

8. Do you have adequate funding to hold the event at this time? If not, when will you have the funds and how will you acquire them?*

Yes

9. What is your advertising plan?*

We will advertise through social media, posters, word of mouth, TAT club members (>350), email campaigns and magazine.

10. How many people will be needed to staff the event?*

We generally have about 40 volunteers for the event.

11. List all the organizations that will provide staff for the event (include numbers).*

RunnersWorld Racing provides the majority of volunteers. Tulsa Area Triathletes usually provides around 10 volunteers.

12. List any special equipment needed and the organization that will provide it.*

Timing equipment for the race – Timer Guys

13. List any special equipment needed and the organization that will provide it.*

The event will be a great benefit for Jenks by bringing into the city over 350 participants and over 75 spectators to the event. Many who may not know about the Aquatic Center, the restaurants, shops and about the uniqueness and friendliness of Jenks. We will look to use someone local to purchase food and drink from for the participants after the event.

Affidavit of Applicant

City personnel and services, approved barricades and directional signage will be required for street closings, traffic/crowd control, and security. The Event Organizer has the responsibility to be aware of and comply with City Ordinances and Regulations including, but not limited to, Curfew Ordinance, City/County Public Health Regulations, and Police/Park/Public Safety requirements. Further, the Event Organizer is responsible for:

1) Providing evidence of public liability coverage in a sum of not less than $1,000,000 (one million) dollars, including property damage coverage of not less than $100,000 (one hundred thousand) dollars before the event date or within ten days of Council approval, whichever comes first, and

2) Notifying businesses in the affected areas two weeks prior to the event.

Failure to comply with these requirements may result in additional fees and denial of subsequent applications by the Event Organizer. An application approval does not imply City sponsorship. Review the cover letter for further information in reference to Special Events.

I certify the information contained in the foregoing application is true and correct to the best of my knowledge and belief, and that I have read, understand, and agree to abide by the rules and regulations governing the proposed Special Event.

I further certify that I, on the behalf of the Event Organizer, am also authorized to commit that Organizer and therefore agree to be financially responsible for any costs and fees that may be incurred by or on behalf of the Event to the City of Jenks.

Electronic Signature Agreement

By checking the "I agree" box below, you agree and acknowledge that 1) your application will not be signed in the sense of a traditional paper document, 2) by signing in this alternate manner, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and 3) you may still be required to provide a traditional signature at a later date.

☑ I agree.

Electronic Signature

Barbara Pinkerton

Print Name*

Barbara Pinkerton

Date*

11/12/2019

Route To: Jenks Police Department, Attn: Sgt. Brad Shouse, P. O. Box 2007, Jenks, OK 74037, email: bshouse@jenksok.org

City of Jenks & Related Entities Hold Harmless Agreement

Name of Event Sponsor*

RunnersWorld Racing

hereinafter referred to as "APPLICANT"

Address of Applicant*

3920 S Peoria

City

Tulsa

State

ok

Zip Code

74105

The APPLICANT has made an application to use certain property, streets, sidewalks, or easements under the ownership or control of the City of Jenks, Oklahoma, or its related public trust entities e.g. the Jenks Public Works Authority and the Jenks Aquarium Authority d/b/a the Oklahoma Aquarium, hereinafter collectively referred to as "CITY", for a special event to be held on

Date*

4/19/2020

Between the hours of*

7:00 AM — 12:00 PM

Event described as*

Triathlon - Swim, Bike and Run

That APPLICANT warrants that any participating agencies selected or employed by APPLICANT for the special event carry public liability and property damage insurance.

That in consideration of CITY granting APPLICANT approval for the special event above described, APPLICANT agrees to hold CITY, its officers, agents and employees harmless and indemnify the same from any claims which could be asserted by APPLICANT, its invitees, agents or employees, for damages, personal injury or death which occurred as a result of said special event which was not caused by the deliberate or grossly negligent acts or acts of CITY's officers, agents or employees.

Date*

11/12/2019

Name of Sponsoring Organization*

RunnersWorld Racing

Electronic Signature Agreement

By checking the "I agree" box below, you agree and acknowledge that 1) your application will not be signed in the sense of a traditional paper document, 2) by signing in this alternate manner, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and 3) you may still be required to provide a traditional signature at a later date.

☑ I agree.

Electronic Signature

Barbara Pinkerton

Print Name*

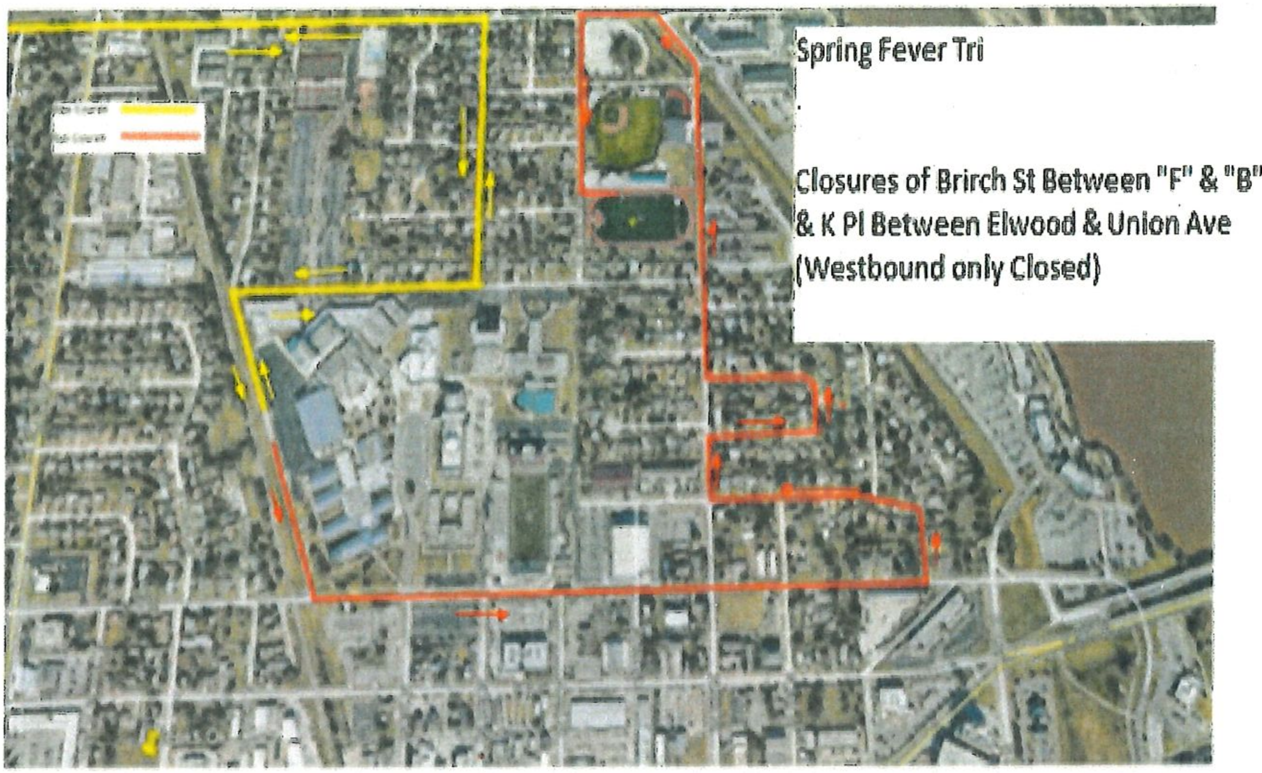
Barbara Pinkerton

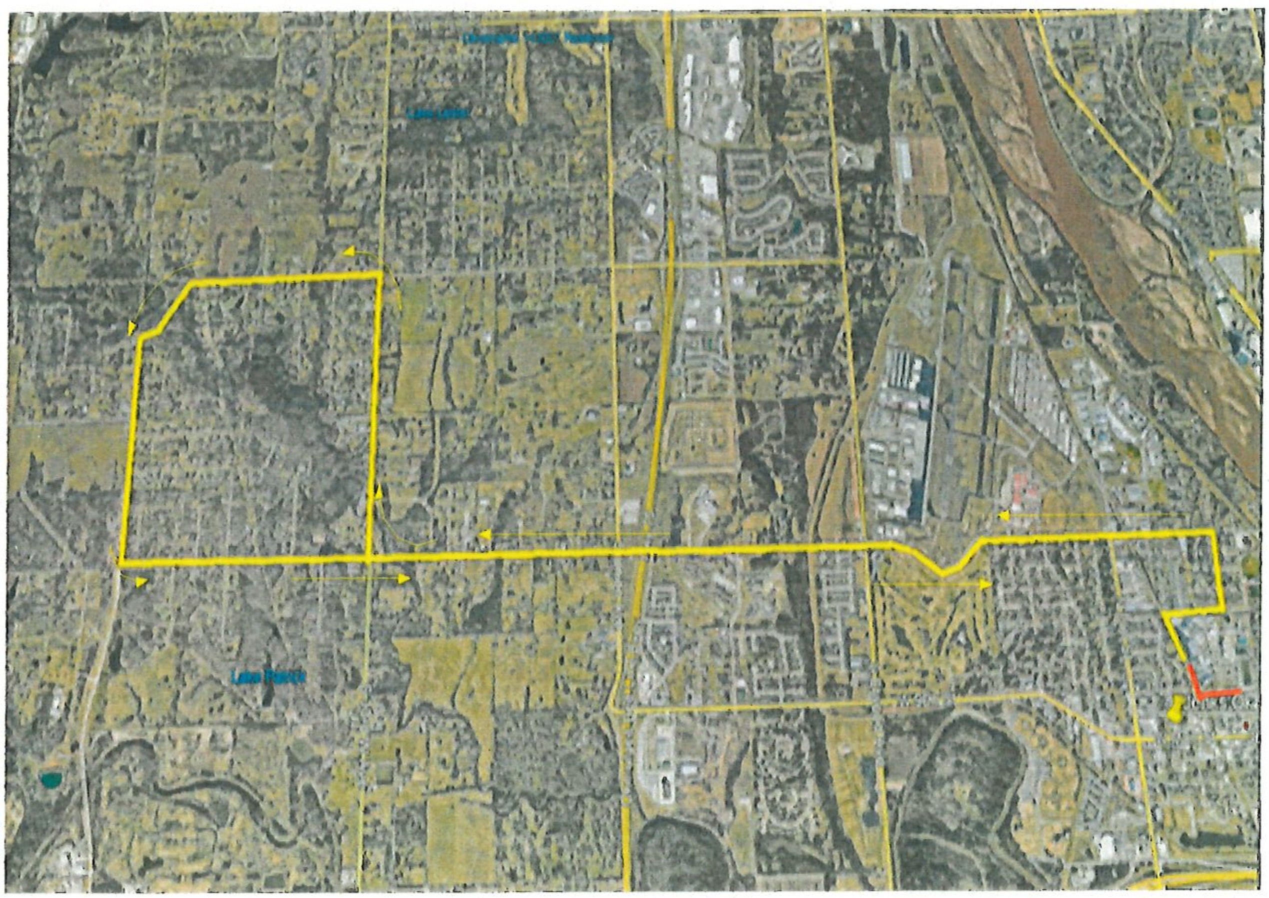
Phone Number*

9187497557

Witness Signature

For Office Use


Spring Fever Tri
Closures of Brirch St Between "F" & "B"
& K Pl Between Elwood & Union Ave
(Westbound only Closed)



OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

KEVIN STITT
Governor

December 13, 2019

Mr. Christopher Shrout, City Manager
City of Jenks
211 North Elm
Jenks, Oklahoma 74037

Re: Permit No. SL000072190838
Tulsa Premium Outlets Sanitary Sewer Lines
Facility No. S-20403

Dear Mr. Shrout:

Enclosed is Permit No. SL000072190838 for the construction of 4,128 linear feet of eight (8) inch PVC, 340 linear feet of ten (10) inch PVC sanitary sewer line and all appurtenances to serve the Tulsa Premium Outlets, Tulsa County, Oklahoma.

The project authorized by this permit should be constructed in accordance with the plans approved by this Department on December 13, 2019. Any deviations from the approved plans and specifications affecting capacity, flow or operation of units must be approved, in writing, by the Department before changes are made.

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

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

Respectfully,

Qusay R. Kabariti

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

QRK/RC/ag

Enclosure

c: Debbie Nichols, Regional Manager, DEQ
TULSA DEQ OFFICE
George Stock, P.E., Stock & Associates, Inc.

SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

KEVIN STITT
Governor

PERMIT No. SL000072190838

SEWER LINES

FACILITY No. S-20403

PERMIT TO CONSTRUCT

December 13, 2019

Pursuant to O.S. 27A 2-6-304, the City of Jenks is hereby granted this Tier I Permit to construct 4,128 linear feet of eight (8) inch PVC, 340 linear feet of ten (10) inch PVC sanitary sewer line and all appurtenances to serve the Tulsa Premium Outlets, located in Section 30, T-18-N, R-13-E, Tulsa County, Oklahoma, in accordance with the plans approved December 13, 2019.

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

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

1) That the recipient of the permit is responsible that the project receives supervision and inspection by competent and qualified personnel.

2) That construction of all phases of the project will be started within one year of the date of approval or the phases not under construction will be resubmitted for approval as a new project.

3) That no significant information necessary for a proper evaluation of the project has been omitted or no invalid information has been presented in applying for the permit.

4) That wherever water and sewer lines are constructed with spacing of 10 feet or less, sanitary protection will be provided in accordance with OAC 252:656-5-4(c)(3) of the standards for Water Pollution Control Facility Construction.

5) That tests will be conducted as necessary to insure that the construction of the sewer lines will prevent excessive infiltration and that the leakage will not exceed 10 gallons per inch of pipe diameter per mile per day.

6) That the Oklahoma Department of Environmental Quality shall be kept informed of occurrences which may affect the eventual performance of the works or that will unduly delay the progress of the project.

7) That the permittee will take steps to assure that the connection of house services to the sewers is done in such a manner that the functioning of the sewers will not be impaired and that earth and ground water will be excluded from the sewers when the connection is completed.

PERMIT No. SL000072190838

SEWER LINES

FACILITY No. S-20403

PERMIT TO CONSTRUCT

8) That any deviations from approved plans or specifications affecting capacity, flow or operation of units must be approved by the Department before any such deviations are made in the construction of this project.

9) That the recipient of the permit is responsible for the continued operation and maintenance of these facilities in accordance with rules and regulations adopted by the Environmental Quality Board, and that this Department will be notified in writing of any sale or transfer of ownership of these facilities.

10) The issuance of this permit does not relieve the responsible parties of any obligations or liabilities which the permittee may be under pursuant to prior enforcement action taken by the Department.

11) That the permittee is required to inform the developer/builder that a DEQ Storm Water Construction Permit is required for a construction site that will disturb one (1) acre or more in accordance with OPDES, 27A O.S. 2-6-201 *et. seq.* For information or a copy of the GENERAL PERMIT (OKR10) FOR STORM WATER DISCHARGES FROM CONSTRUCTION ACTIVITIES, Notice of Intent (NOI) form, Notice of Termination (NOT) form, or guidance on preparation of a Pollution Prevention Plan, contact the Storm Water Unit of the Water Quality Division at P.O. Box 1677, Oklahoma City, OK 73101-1677 or by phone at (405) 702-8100.

12) That all manholes shall be constructed in accordance with the standards for Water Pollution Control Facility Construction (OAC 252:656-5-3), as adopted by the Oklahoma Department of Environmental Quality.

13) That when it is impossible to obtain proper horizontal and vertical separation as stipulated in Water Pollution Control Facility Construction OAC 252:656-5-4(c)(1) and OAC 252:656-5-4(c)(2), respectively, the sewer shall be designed and constructed equal to water pipe, and shall be pressure tested using the ASTM air test procedure with no detectable leakage prior to backfilling, in accordance with the standards for Water Pollution Control Facility Construction OAC 252:656-5-4(c)(3).

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

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

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

SCOTT A. THOMPSON
Executive Director

KEVIN STITT
Governor

December 13, 2019

Mr. Christopher Shrout, City Manager
City of Jenks
211 North Elm
Jenks, Oklahoma 74037

Re: Permit No. WL000072190839
Tulsa Premium Outlets Potable Water Line Extension
Facility No. 3007201

Dear Mr. Shrout:

Enclosed is Permit No. WL000072190839 for the construction of 2,788 linear feet of twelve (12) inch PVC, 5,385 linear feet of ten (10) inch PVC potable water line and all appurtenances to serve the Tulsa Premium Outlets, Tulsa County, Oklahoma.

The project authorized by this permit should be constructed in accordance with the plans approved by this Department on December 13, 2019. Any deviations from the approved plans and specifications affecting capacity, flow or operation of units must be approved, in writing, by the Department before changes are made.

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

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

Respectfully,

Qusay R. Kabariti

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

QRK/RC/ag

Enclosure

c: Debbie Nichols, Regional Manager, DEQ
TULSA DEQ OFFICE
George Stock, P.E., Stock & Associates, Inc.

O K L A H O M A
DEPARTMENT OF ENVIRONMENTAL QUALITY

SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

KEVIN STITT
Governor

PERMIT No. WL000072190839

WATER LINES

FACILITY No. 3007201

PERMIT TO CONSTRUCT

December 13, 2019

Pursuant to O.S. 27A 2-6-304, the City of Jenks is hereby granted this Tier I Permit to construct 2,788 linear feet of twelve (12) inch PVC, 5,385 linear feet of ten (10) inch PVC potable water line and all appurtenances to serve the Tulsa Premium Outlets, located in Section 30, T-18-N, R-13-E, Tulsa County, Oklahoma, in accordance with the plans approved December 13, 2019.

By acceptance of this permit, the permittee agrees to operate and maintain the facility in accordance with the Public Water Supply Operation rules (OAC 252:631) and to comply with the State Certification laws, Title 59, Section 1101-1116 O.S. and the rules and regulations adopted thereunder regarding the requirements for certified operators.

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

1) This water line provides adequate fire flow in accordance with the 2009 International Fire Code through the approved hydraulic analysis. The fire flow provided is 1,562 gpm.

2) That the recipient of the permit is responsible that the project receives supervision and inspection by competent and qualified personnel.

3) That construction of all phases of the project will be started within one year of the date of approval or the phases not under construction will be resubmitted for approval as a new project.

4) That no significant information necessary for a proper evaluation of the project has been omitted or no invalid information has been presented in applying for the permit.

5) That the Oklahoma Department of Environmental Quality shall be kept informed on occurrences which may affect the eventual performance of the works or that will unduly delay the progress of the project.

6) That wherever water and sewer lines are constructed with spacing of 10 feet or less, sanitary protection will be provided in accordance with Public Water Supply Construction Standards [OAC 252:626-19-2].

7) That before placing this facility into service, at least two samples of the water, taken on different days, shall be tested for bacteria to show that it is safe for drinking purposes.

O K L A H O M A
DEPARTMENT OF ENVIRONMENTAL QUALITY

SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

KEVIN STITT
Governor

PERMIT No. WL000072190839

WATER LINES

FACILITY No. 3007201

PERMIT TO CONSTRUCT

8) That any deviations from approved plans or specifications affecting capacity, flow or operation of units must be approved by the Department before any such deviations are made in the construction of this project.

9) That the recipient of the permit is responsible for the continued operation and maintenance of these facilities in accordance with rules and regulations adopted by the Environmental Quality Board, and that this Department will be notified in writing of any sale or transfer of ownership of these facilities.

10) The issuance of this permit does not relieve the responsible parties of any obligations or liabilities which the permittee may be under pursuant to prior enforcement action taken by the Department.

11) That the permittee is required to inform the developer/builder that a DEQ Storm Water Construction Permit is required for a construction site that will disturb one (1) acre or more in accordance with OPDES, 27A O.S. Section 2-6-201 *et seq.* For information or a copy of the GENERAL PERMIT (OKR10) FOR STORM WATER DISCHARGES FROM CONSTRUCTION ACTIVITIES, Notice of Intent (NOI) form, Notice of Termination (NOT) form, or guidance on preparation of a Pollution Prevention Plan, contact the Storm Water Unit of the Water Quality Division at P.O. Box 1677, Oklahoma City, OK 73101-1677 or by phone at (405) 702-8100.

12) That any notations or changes recorded on the official set of plans and specifications in the Oklahoma Department of Environmental Quality files shall be part of the plans as approved.

13) That water lines shall be located at least fifteen (15) feet from all parts of septic tanks and absorption fields, or other sewage treatment and disposal systems.

14) That whenever plastic pipe is approved and used for potable water, it shall bear the seal of the National Sanitation Foundation and meet the appropriate commercial standards.

15) That when it is impossible to obtain proper horizontal and vertical separation as stipulated in Public Water Supply Construction Standards OAC 252:626-19-2(h)(1) and OAC 252:626-19-2(h)(2), respectively, the sewer shall be designed and constructed equal to water pipe, and shall be pressure tested to the highest pressure obtainable under the most severe head conditions of the collection system prior to backfilling.

SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

KEVIN STITT
Governor

PERMIT No. WL000072190839

WATER LINES

FACILITY No. 3007201

PERMIT TO CONSTRUCT

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

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

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. <u>LICENSEE'S COMPLIANCE WITH GENERAL TERMS</u>.

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. <u>INSURANCE</u>.

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 Licensor 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. <u>DEFINITION OF LICENSEE</u>.

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 Licensor to the same extent and under the same terms and conditions as Licensee is required to release, defend, and indemnify Licensor herein.

Article 7. <u>ATTORNEYS' FEES, EXPENSES, AND COSTS</u>.

If litigation or other court action or similar adjudicatory proceeding is undertaken by Licensee or Licensor 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. <u>WAIVER OF BREACH</u>.

The waiver by Licensor 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 Licensor to avail itself of any remedy for any subsequent breach thereof.

Article 9. <u>ASSIGNMENT</u>.

A. Licensee shall not assign this Agreement, in whole or in part, or any rights herein granted, without the written consent of Licensor, 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 Licensor's written consent, will be absolutely void and may result in Licensor'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:

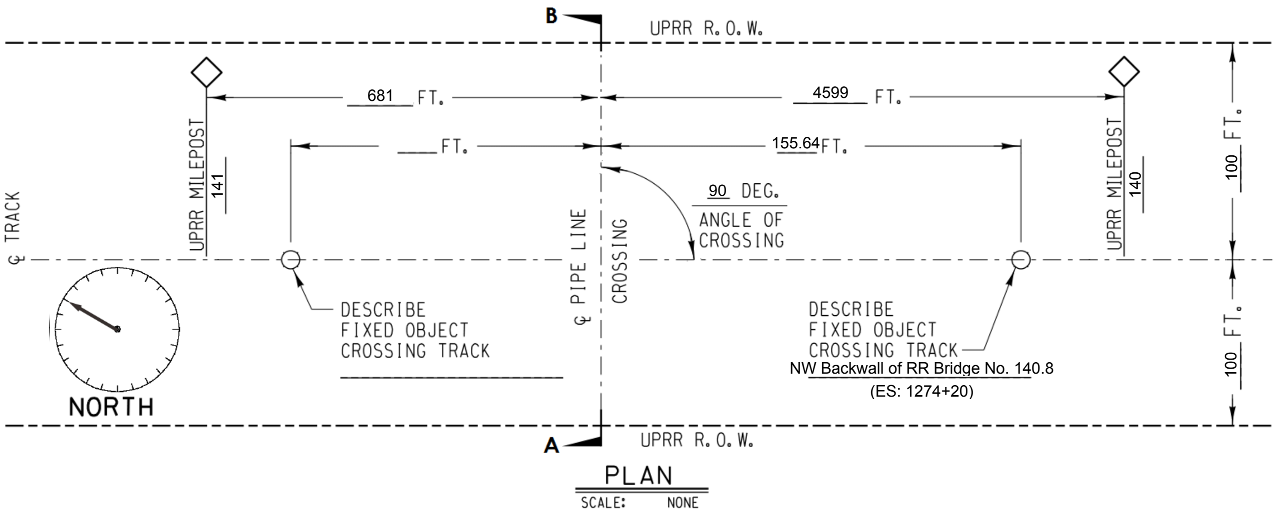
Railpros Field Services
Email: RP.Utility@railpros.com
Phone (682)223-5271

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

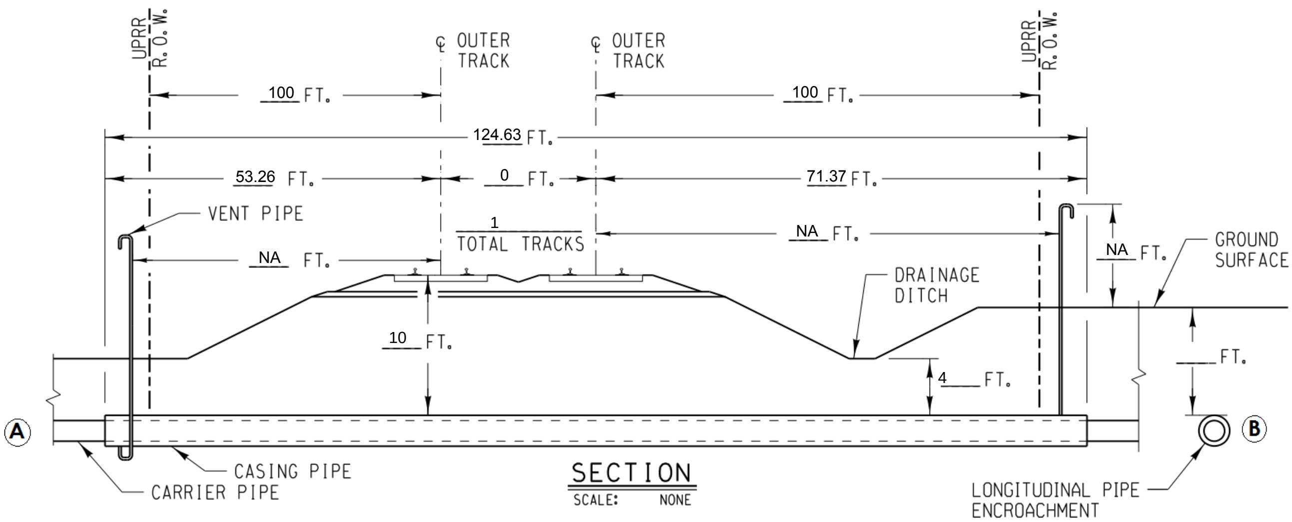
UNION PACIFIC RAILROAD COMPANY	**JENKS PUBLIC WORKS AUTHORITY**
By: ______________________________	By: ______________________________
Kylan Crawford Sr Mgr Real Estate Contracts	Name Printed: ______________________
	Title: ____________________________

NON-FLAMMABLE LIQUID PIPELINE

☑ CROSSING
☐ ENCROACHMENT
☐ BOTH



PLAN
SCALE: NONE



SECTION
SCALE: NONE

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: 124.63 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.

UNION PACIFIC BUILDING AMERICA®

EXHIBIT "A"

SUBDIVISION: Jenks (Leased TSU)	
TRACK TYPE: MAINLINE	
M.P.: 140.87	LAT.: 36.01333333
E.S.M.: 1275+75.64	LONG.: -95.96611111

NEAREST CITY:	COUNTY:	STATE:
JENKS	TULSA	OK

APPLICANT: City of Jenks

FILE NO.: 0314753	DATE: 3/26/2019

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 it 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 Licensor's approval, Licensee shall contact both of Licensor's 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

Licensor is required to pay the flaggers and which could not reasonably be avoided by Licensor by assignment of such flaggers to other work, even though Licensee may not be working during such time. When it becomes necessary for Licensor to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Licensee must provide Licensor 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 Licensor if flagging services are needed again after such five day cessation notice has been given to Licensor.

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 Licensor's then current safety standards located at the below web address ("Licensor's Safety Standards") to ensure uniformity with the safety standards followed by Licensor's own forces. As a part of Licensee's safety responsibilities, Licensee shall notify Licensor if it determines that any of Licensor's Safety Standards are contrary to good safety practices. Licensee and its contractor shall furnish copies of Licensor'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 Licensor, 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. Licensor's operations and work performed by Licensor's personnel may cause delays in Licensee's or its contractor's work on Licensee's Facilities. Licensee accepts this risk and agrees that Licensor 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 Licensor's Field Representatives in strict compliance with the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit**

E. Licensor shall have the right, if it so elects, to provide any support it deems necessary for the safety of Licensor'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 Licensor provides such support, Licensor shall invoice Licensee, and Licensee shall pay Licensor 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 Licensor's Field Representatives. Licensee represents and warrants that its use of UAS on Railroad Property will comply with Licensor'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. **<u>PROTECTION OF FIBER OPTIC CABLE SYSTEMS</u>.**

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. **<u>LICENSEE'S PAYMENT OF EXPENSES</u>.**

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. **<u>MODIFICATIONS TO LICENSEE'S FACILITIES</u>.**

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, Licensor 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 Licensor 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 Licensor'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. "Licensor" includes Licensor, 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 Licensor 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, Licensor, 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 REIMBURSMENT	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 OF111TH AND ELWOOD (CONSTRUCTION)
25212(06)	STP-272B(135)IG	RIGHT OF WAY	JENKS: 111TH ST. FROM DOUGLAS TO ELWOOD INCLUDING THE INTERSECTION OF111TH AND ELWOOD (RW FOR 25212(04))
25212(07)	STP-272B(195)IG	UTILITIES	JENKS: 111TH ST. FROM DOUGLAS TO ELWOOD INCLUDING THE INTERSECTION OF111TH 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

Resolution No. 689

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

WHEREAS, the City of Jenks had unexpected expenditures which have not been appropriated in the budget for fiscal year 2019-2020; and

WHEREAS, the City of Jenks had unexpended unencumbered cash balances on hand at the end of fiscal year 2019-2020; and

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

NOW THEREFORE BE IT RESOLVED by the City Council for the City of Jenks that the following supplemental appropriations be made:

2010 G.O. Bond Fund

Revenue: Fund Balance	$ 708,712.00
Expenditure: 24-862-5393 Roads & Bridges	$ 708,712.00

PASSED BY THE CITY COUNCIL of the City of Jenks, Oklahoma, and signed by the Mayor this 7th day of January 2020.

____
Robert Lee, Mayor

Attest:

____
Brittany Long, City Clerk

ANTICIPATED CAPITAL PROJECTS

12/31/2019

NUMB	PROJECT	ESTIMATED CITY COSTS	NOTES	
	MAJOR STREET WIDENING/IMPROVEMENT CAPITAL PROJECTS			
1	111th Street and Elwood Intersection/Widening to US75	$1,832,475	$6,813,248	Total Construction Cost
2	Elwood Ave (111th Street to 96th Street)	$2,575,000	$10,300,000	Total Construction Cost
3	Main Street Improvements (Date to east of railroad)	$656,800	$3,296,000	Total Construction Cost
4	South Elm Widening (5-lane 111th Street to 131st Street)	$15,450,000		
5	1st Street - Aquarium Place to Aquarium Drive	$1,175,000		
6	7th Street - Aquarium Place to Aquarium Drive	$1,075,000		
7	131st Street & Harvard Intersection	$1,750,000		
8	Elwood Ave (96th to 91st)	$3,225,000		
9	Elwood Ave (111th to 121st)	$6,525,000		
10	111th Street (Elm to Elwood)	$6,750,000		
11	Aquarium Place (Elm to River)	$6,500,000		
12	Elm (B Street to 91st Street)	$4,000,000		
13	121st Street (Elm to Elwood)	$5,800,000		
14	106th Street and Elgin Avenue (Elm Street to 111th Street)	$7,025,000		
15	106th Street (Elm to River District)	$8,000,000		
16	101st Street (Elwood Ave to Adams)	$3,925,000		
17	Elgin Ave (South of 111th Street)	$2,750,000		
18	131st Street & Lewis Ave Intersection	$2,550,000		
19	Harvard Ave (131st to 141st)	$8,625,000		
	TOTAL FUTURE STREET WIDENING PROJECTS	$90,189,275		
	STREET RECONSTRUCTION & MAJOR REHABILITATION PROGRAM			
	Chip Seal			
20	101st Street (Elwood to Gateway)	$20,000		
21	Elgin Ave (South of 111th Street) - Chip Seal	$15,000		
	Microsurfacing			
22	Churchill Park I (121st Street and Elm Street)	$65,000		
23	Churchill Park II (121st Street and Elm Street)	$65,000		
24	Copperfield Estates (115th and Juniper)	$140,000		
25	Oakwood Estates II (121st Street and 2nd Street)	$65,000		
26	Oakwood Estates Revised (116th Street, east of Elm)	$90,000		
27	Slate Creek (121st Street and 4th Street)	$60,000		
28	Sunny Brook (Elm Street & 121st Street)	$85,000		
	Mill and Overlay			
29	Beckett Ridge (121st and Elm)	$50,000		
30	East Lawn (7th Street and Beaver)	$37,000		
31	Frailey Addition - Overlay	$115,000		
32	Garden Park (7th and E Street)	$45,000		
33	Gibson & Pilgrim Place (7th and Karma)	$21,000		
34	Hollis Martin & Courtyard of Jenks (Birch, "F" to "K" Place)	$35,000		
35	Lake Wood Terrace I and II ("F" Street, to "K" Place, to 5th, & 2nd)	$50,000		
36	Melody Lane South (1, 2 and 3)	$150,000		
37	Nation (D Street and 5th Street)	$18,000		
38	Park Lane II (5th and "D" Street)	$17,000		
39	Parkview Estates (111th Street and Mulberry)	$28,000		
40	Polly T1 & T2 Quail Circle (111th Street and Elwood Ave)	$20,000		
41	Ponderosa Acres (Juniper and 111th Street)	$18,000		
42	River Oaks Addition (NE corner of Elm and B Street)	$50,000		
43	Rolling Meadows ("F" and 5th Streets)	$50,000		
44	SANCO I, II, III, IV (1st to 6th Street, Beaver to Duncan)	$210,000		
45	Union Ave - Overlay	$215,000		
	Reconstruction			
46	2nd Street (2nd Street, North of "K" Place)	$425,000		
47	Sandpiper (1st Street, North of "K" Place)	$325,000		
	Reconstruction - Engineering			
48	115th Street (at Elm)	$50,000		
49	Aquarium Place (Elm to Aq. Dr.)	$150,000		
50	Elgin Ave & 106th Street Widening	$150,000		
51	Elgin Ave (South of 111th Street)	$50,000		
	Rehabilitation			
52	Fox Run (Date St - 111th to 113th Ct)	$400,000		
53	Southern Lakes 15th Court Cul-De-Sac Rehab	$75,000		
54	Victoria Ponds (111th Street and Oak)	$40,000		
	Street Patch			
55	Crain & Wilson Concrete Patch (Elm and "G" Street)	$75,000		
	TOTAL REHABILITATION AND RECONSTRUCTION	$3,474,000		

ANTICIPATED CAPITAL PROJECTS

STREET PREVENTATIVE and ROUTINE MAINTENANCE PROGRAM				
Cracksealing				
56	Ark Ridge	$10,000		
57	111th Street (Elm to Elwood)	$20,000		
58	131st Street (Elm to Kimberly Clark Place)	$30,000		
59	K Place (Elm to 5th Street)	$10,000		
60	Elwood Avenue (121st Street to 111th Street)	$18,000		
61	Dutcher's Crossing I, II and Reserve	$25,000		
62	Yorktown I & II	$35,000		
63	Southern Reserve I	$20,000		
64	Yorktown III	$15,000		
65	Southern Reserve II & III	$10,000		
66	Providence Hills	$40,000		
	SUBTOTAL PREVENTIVE AND ROUTINE MAINTENANCE	$233,000		
ADDITIONAL STREET PROJECTS				
67	LiDAR Survey of Jenks	$125,000		
68	Radar Signal Controls	$600,000		
69	Traffic Study & Signalization Master Plan	$350,000		
	TOTAL STREET IMPROVEMENTS PROJECTS	$94,971,275		
TRAILS, SIDEWALKS, PARKS				
Trails				
70	Churchill Trail Reconstruction	$285,800		
71	Complete Trail Loop at Veteran's Park	$160,000		
72	Trail - 121st Street Elm to Elwood	$400,000		
73	Trail - Main St. from Park West to Elwood	$275,000		
74	Trail - Elwood from 91st to Main Street	$275,000		
75	Trail - Elwood from 111th to 121st	$700,000		
76	Trail - North City Boundary to Riverwalk on levee	$800,000		
Sidewalks				
77	Sidewalk - "B" Street Elm to 5th	$269,500		
78	Sidewalk - "B" Street 5th Street to Riverwalk	$165,000		
79	Sidewalk - "C" Street Fir to Elm	$80,000		
80	Sidewalk - Aquarium Drive/101st Street (Elm to Park West)	$155,000		
Parks				
81	Parks, Street Trees & Trail Master Plan	$250,000		
82	Splash Pad at Veterans Park	$160,000		
83	Central Park Pavilion Improvements	$250,000		
84	Turf Park West Football Field	$900,000		
85	Downtown Main Street Lighting Extension and Rehabilitation	$150,000		
86	Holiday Decorations - Various Areas	$150,000		
87	Develop Park - Old Evans Property (Elm Street south of 106th Street)	$750,000		
	TOTAL TRAILS, SIDEWALKS, PARKS	$6,175,300		
WASTEWATER TREATMENT PLANT, SANITARY SEWERS, LIFT STATIONS, WATER AND DRAINAGE IMPROVEMENTS				
Wastewater Treatment Plant				
88	WWTP Improvements Phase 1 - Construction	$11,400,000		
Sanitary Sewer				
89	Force Main from 106th and Elm lift station	$3,150,000		
90	Interceptor upgrade (Slate Creek)	$2,000,000		
91	S James Sewer and Water Main Extension (TIF 4)	$380,000		
Lift Stations				
92	106th & Elm	$3,050,000		
93	W. Main at Hager	$750,000		
94	Victoria Pond	$2,550,000		
95	5th & E Street	$105,000		
96	2nd and F Street	$105,000		
97	141st and Harvard (Country Meadows)	$105,000		
98	Valley View	$300,000		
99	Sunrise Ridge LS and Forcemain Upgrade	$600,000		

ANTICIPATED CAPITAL PROJECTS

Water system				
100	Radio Read Water Meters	$2,000,000		
101	Water System Master Plan	$250,000		
102	Water Extension along 121st under US75	$725,000		
Drainage				
103	Drainage/Storm Sewer Master Plan	$250,000		
104	Wilmott Creek Improvement (Main to 91st Street)	$280,000		
105	Old Town Drainage Improvements	$350,000		
	TOTAL PLANT, SANITARY SEWER, LIFT STATIONS, WATER AND DRAINAGE	$28,350,000		
CITY FACILITIES & PUBLIC SAFETY				
City Facilities				
106	New Animal Shelter	$1,100,000		
107	Senior / Activity Center	$3,500,000		
Public Safety				
108	New Central Fire Station	$3,000,000		
109	Annual Police Car Replacement Program	$1,050,000		
	TOTAL CITY FACILITIES & PUBLIC SAFETY	$8,650,000		
	TOTAL All PROJECTS	$138,146,575		

Weekly Update
December 23, 2019

Police
12/11/19-12/17/19

- There were 39 citations, 99 traffic stops, 1 arrests, 239 calls for service, 0 Code Enforcement calls, 6 accidents, and 32 reports taken during this reporting period.
- Larceny 12405 S Gary Ave - Suspect stole mail from mailboxes in the area
- Runaway/recovery - juvenile runaway located
- Fraud – 125th & Ash - Fake Check and deposited into account
- Larceny/Vandalism - Suspect knocked over and took Christmas decorations
- Larceny of Lost Property - Suspect took unattended tackle box when subject walked away for a short time.
- Larceny - Stolen Trailer 108 W K PL
- Identity Theft at 10435 South James Street Jenks- Unknown suspect(s) unlawfully stole the victim's identity and received goods and services, without the victim's permission.
- Larceny at 86 Fox Run Circle- Stolen mail
- Unauthorized Use of Motor Vehicle/ *Domestic Intervention Report/ *Missing Person-Runaway Juvenile at 2015 W. 119th St. So. Jenks- Juveniles drove off with father's car
- Larceny at 11011 S Elgin Avenue Jenks- Stolen mail
- Petite Larceny-Shoplifting at 11020 S Elm St Jenks- Suspect entered the business and walked out with a basket of merchandise without paying.
- Burglary from Auto at 1116 W 108th Place Jenks- Suspect broke into two vehicles looking to steal items from the victim.
- 1 Drug violation Report (cited and released)
- 1 DUI 11100 S HWY 75
- Detectives are currently continuing to work on a Rape that occurred on December 7, 2019, with evidence to go to OSBI in Tahlequah.
- Homicide x2 & Suicide - Subject killed children and himself- 3706 W 106th St.
- Detectives Finished interviewing family members in relation to the Double Homicide/Suicide at 3706 W. 106th Street.
- Both Detectives attended the autopsy of the shooter and 10 y/o victim on Sunday morning.
- News interviews and briefings about the shooting.
- Just opened an investigation on the intention transmission of HIV from two people. One Jenks resident and a guest from Memphis who were allegedly infected while in Jenks.
- Two affidavits to the DA.

Fire
Calls
From 12/11 to 12/17, Jenks Fire Rescue responded to 29 incidents. Of these incidents, 23 were EMS calls 1 was a false alarm and 5 were other emergencies.

- 12/13-HazMat, Gas Leak in a Residence-105th Street-Jenks Fire Rescue was dispatched to the report of a gas leak in a kitchen. Investigation revealed that the homeowner had left the gas on in their stove when they left the home. After ventilating, the danger was eliminated, and the homeowner was allowed back into the residence.
- 12/14-Medical Emergency-Jenks City Jail-Jenks Fire Rescue responded to the report of an inmate that was having a panic attack. Crews assisted EMSA with patient care and transport.
- 12/14-Shooting with Multiple Victims-106th Street-Jenks Fire Rescue was dispatched to the report of a domestic in progress with a victim with a gunshot. Upon arrival it was determined that a total of three patients had been shot and all were critical wounds. Crews assisted EMSA with patient care on

each of the victims and two firefighters rode in on ambulances with the patients that were transported. Once JPD released the crime scene crews were able to reassemble their medical bags and return to service.

- 12/15-Medical Emergency-Jenks First Baptist Church-Jenks Fire Rescue responded to the report of a juvenile female that had fallen and hit her head. Crews assisted EMSA with patient care.
- 12/15-Structure Fire-N 1st St-Jenks Fire Rescue responded to the report of structure fire. On arrival crews advised that there was moderate smoke rolling from the eaves. The first unit on scene performed a transitional attack from the front door and moved into the residence to extinguish the seat of the fire. The home was abnormally full of books, magazines and clothing causing a "heavy content" fire situation. Investigation determined that the cause of the fire was flammable material too close to a candle. The homeowner was connected with the Red Cross to care for her immediate emergency housing and food.
- 12/16-Motor Vehicle Accident with Injuries-111th-Jenks Fire Rescue responded to the report of a single-vehicle accident with injuries. Crews assisted EMSA with patient care and JPD with traffic control and cleanup.

<u>Community Risk Reduction</u>

- UPDATE: The "Keep the wreath red" campaign. We changed another bulb to white this week. The following is the update provided via our Facebook page.

  Keep the Wreath Red Update
  Another white light was lit on our wreath last night.
  We responded to a structure fire yesterday evening.
  The resident in the home had flammable material too close to an unattended candle.
  Did you know December is the peak month for home candle fires? And THREE OF FIVE candle fires start when things that can burn are too close to the candle?
  Please see the National Fire Protection Association's Candle Safety PSA for more candle safety tips and facts!

Planning

<u>PLANNING COMMISSION – Dec 19</u>

- ARC 19-481 – Request by Tulsa Premium Outlets for approval of site, landscape, lighting, signage and building appearance as required by the PUD and subject to the Riverfront District Appearance Guidelines. General Location: 801 East 103rd Street - **APPROVED**

<u>PLANNING COMMISSION – Jan 9 / CITY COUNCIL – Jan 21</u>

- JZ 19-648 – Request by Theresa Dewhurst to rezone from RS-3 to CS. General Location: 122 North 6th Street
- JZ 19-649 PUD 97A – Request by Bell Land Use to amend Development Area B of PUD 97 to include Reserve B of Jenks Landing Subdivision in the land area, making the total area of Development Area B approximately 13.2 acres to allow more dwelling units in the previously approved multi-family portion of the PUD. General Location: SE corner South James Avenue and West 114th Street
- Jenks Landing II – Request by Bell Land Use for approval of a preliminary/conditional final plat to accompany JZ 19-649 PUD 97A also on this agenda General Location: SE corner South James Avenue and West 114th Street
- ROW/UEC 19-70 – Request by Josh Nave to close a 7-foot wide portion of a utility easement to allow a retaining wall. General Location: 10709 S Nandina Ct.
- ARC 19-482 – Request by Amy Smith for approval of a wall sign in the Special Theme District. General Location: 116 East Main Street, Suite B (DOES NOT GO TO CITY COUNCIL)

- ARC 19-483 – Request by Jason McGill for approval of a wall sign in the Special Theme District. General Location: 116 East Main Street, Suite B (DOES NOT GO TO CITY COUNCIL)

BOARD OF ADJUSTMENT – Jan 16
- JBOA 19-428 – Request by Chris Spurrier for approval of a variance to allow a pool in the side yard. General Location: 11718 S Willow Pl

PLANNING COMMISSION – Jan 23
- ARC 19-481 – Request by Melinda Dandridge for approval of site plan and appearance in the Special Theme District. General Location: 402 E Aquarium Pl

JZ 19-645 PUD 118 - Perryman Ranch 80-acre single family residential development of which 51 acres contains 136 single-family lots up to a maximum of 155 lots and 29 acres is flood plain to remain undeveloped except for trails, picnic and playground areas, etc. ITEM TABLED UNTIL FURTHER NOTICE AT NOVEMBER 7 PLANNING COMMISSION.
Aquarium Place Apartments Preliminary Plat - Request by Wallace Engineering for plat approval. General Location: SW/corner S 3rd Street and E Aquarium Place – Tabled at Planning Commission Nov. 7. Staff is working with applicant to make ready for hearing.

OTHER PLANNING DEPARTMENT ACTIVITIES
- Horizon Jenks
  - Houseal Lavigne working on drafts of all Comp Plan chapters and refining subarea plans for review by staff and CAC. Anticipated Draft Plan ready for review in February.