

**AGENDA
SPECIAL MEETING
JENKS ECONOMIC DEVELOPMENT AUTHORITY
TUESDAY, JULY 18, 2023, 6:00 P.M.
JENKS CITY HALL, 211 NORTH ELM**

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

CALL TO ORDER

ROLL CALL

BUSINESS

Official action can only be taken on items which appear on the agenda. The Jenks Economic Development Authority may adopt, approve, ratify, deny, defer, recommend, amend, strike, or continue any agenda item.

1. Consideration and appropriate action
 - A. Approve minutes of the special meeting held on June 27, 2023 pg. 2
 - B. Approve Encumbrances and Expenditures pg. 4
 - C. Memorandum of Understanding between the City of Jenks and Camp Pickle Jenks Unitco, LLC, relating to Economic Development on the Tulsa Premium Outlets Plat. pg. 6

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

OTHER BUSINESS

ADJOURNMENT

**MINUTES
SPECIAL MEETING
JENKS ECONOMIC DEVELOPMENT AUTHORITY
TUESDAY, JUNE 27, 2023, 6:00 P.M.
JENKS CITY HALL, 211 NORTH ELM**

The Agenda for the Jenks Economic Development Authority was posted on the City’s website at 4:57 p.m. on June 23, 2023. The meeting was called to order at 11:44 p.m. on the above date by Chair Cory Box. A roll call vote of members was taken as follows.

Craig Murray	Present
Rodney Cline	Present
Kevin Short	Present
Donna Ogez	Present
Jere Schelling	Present
Gary Isbell	Present
Chair Cory Box	Present

Business

Official action can only be taken on items which appear on the agenda. The Jenks Economic Development Authority may adopt, approve, ratify, deny, defer, recommend, amend, strike, or continue any agenda item.

1. Approve minutes of the special meeting held on June 06, 2023

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

Craig Murray	Yes
Rodney Cline	Yes
Kevin Short	Yes
Donna Ogez	Yes
Jere Schelling	Yes
Gary Isbell	Yes
Chair Cory Box	Yes

Motion carried.

2. Resolution 2023-02, approving Downtown Economic Development Incentive Policy establishing a Commercial Kitchen Grant Pilot Program and amending the Retail Recruitment Assistance Policy to allow a ten year reimbursement period. General Manager Christopher Shrout introduced Item 3. He, along with General Counsel Teresa Nowlin and Finance Director Robert Saucedo, answered questions. Gary Isbell made a motion to approve Item 3. Donna Ogez seconded the motion. A roll call vote of members was taken as follows:

Craig Murray	Yes
Rodney Cline	Yes
Kevin Short	Yes
Donna Ogez	Yes

Jere Schelling	Yes
Gary Isbell	Yes
Chair Cory Box	Yes

Motion carried

Adjournment. The Jenks Economic Development Authority meeting adjourned at 12:24 a.m.

Cory Box, **CHAIR**

CITY CLERK

P.O.#	VENDOR #	NAME	2023.07.18 Jenks Economic Development Authority				Page 4 of 13
DEPARTMENT: 242 ECONOMIC DEVELOPMENT							
225186	4 -0002	THE TEN PROPERTIES LLC	FACADE GRANT-102 E MAIN	6/2023	FACADE GRANT-102 E	9,189.79	
DEPARTMENT TOTAL:						9,189.79	
FUND TOTAL:						9,189.79	
GRAND TOTAL:						9,189.79	

G / L R E C A P
2023.07.18 Jenks Economic Development Authority

PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
6/2023	80	5-242-5250	CONTRACTUAL SERVICES	9,189.79	9,189.79
				GRAND TOTAL ESTIMATE:	0.00
				GRAND TOTAL ACTUAL:	9,189.79
				REPORT TOTAL:	9,189.79



MEMORANDUM OF UNDERSTANDING

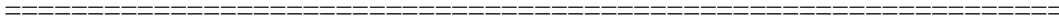
by and among the

CITY OF JENKS, OKLAHOMA,

JENKS ECONOMIC DEVELOPMENT AUTHORITY

And

CAMP PICKLE JENKS UNITCO, LLC



DATED: July 18, 2023

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING, dated as of the 18th of July, 2023 (hereinafter, the “Memorandum”), is entered into by and among the City of Jenks, Oklahoma, an Oklahoma municipal corporation (hereinafter, the “City”), the Jenks Economic Development Authority, an Oklahoma public trust (hereinafter, the “Authority”), and Camp Pickle UnitCo, LLC, a Delaware limited liability company (hereinafter, the “Developer”).

W I T N E S S E T H:

WHEREAS, the Developer has proposed to develop, construct and operate a new “eatertainment” restaurant concept featuring a nostalgic 1940’s inspired design theme with entertainment and games such as pickleball, bowling, private karaoke rooms and darts, and food and beverage service at the forefront of the experience (hereinafter, the “Project”); and

WHEREAS, the City and the Authority desire to provide those assurances necessary to induce the Developer to locate the Project within or near the City; and

NOW, in consideration of the mutual covenants contained herein, the City, the Authority and the Developer (hereinafter, each a “Party” and collectively the “Parties”) agree, as follows:

SECTION 1. Purpose of Agreement. The Developer hereby agrees, subject to the terms and conditions hereinafter provided, to develop, construct and operate, in the time period hereinafter described, a 40,000 to 60,000 square foot restaurant adjacent to the Tulsa Premium Outlets, (hereinafter, the “Project Facilities”), which development and construction will result in the investment of approximately \$15 to \$20 million within the City, and that the operation at the Project Facilities will create 225 to 250 new direct jobs in the food and beverage and related industries within three years of completion of the Project Facilities.

SECTION 2. Location of the Project Facilities. The Project Facilities will be constructed on that real property shown on Appendix “I” attached hereto (hereinafter, the “Project Site”). In connection with the Project Site, the Parties agree, as follows:

(i) **Ownership.** The Developer now holds fee simple title to all real property comprising the Project Site, or holds an unconditional option to purchase the Project Site. Title to all such real property on which the Developer holds an option to purchase shall be acquired in fee simple not later than one-hundred twenty (120) days from the execution date of this agreement.

(ii) **Zoning.** The City represents that the Project Site is not zoned appropriately for the intended uses of the Developer and will require a major amendment to PUD 100.

(iii) **Scope of Development.** The Project Site shall be developed within the general requirements established by the zoning and building codes applicable to the Project Site by the City Code of the City (hereinafter, the “Code”) and related laws governing municipal planning, zoning and subdivision. The Developer shall be responsible for the construction, renovation, improvement, equipping, repair and installation, of all public and private improvements as described in, and in conformance with, those commercial plans and specification to be provided by the Developer to the City, within one-hundred twenty (120) days of the date of this Memorandum.

SECTION 3. Operation of the Project. The Project will comply with all applicable building, zoning, health, environmental and safety regulations of the City and all other applicable laws, rules and regulations of the State of Oklahoma. The Developer shall, at its own expense, secure or cause to be secured any and all permits which may be required by the City and any other governmental agency having jurisdiction for the operation of the Project. It is expected that the opening date of the Project Facilities will be June 1, 2025.

SECTION 4. Establishment of Tax Increment District; Development Financing Assistance; Condition Precedent.

(A) The ability of the Developer to undertake and complete the Project is subject to the receipt by the Developer of development financing assistance from the Authority in the amount of \$4,000,000. The City has previously approved Ordinance No.1612 adopting the “Jenks River District Economic Development Project Plan” (hereinafter, the “Project Plan”), which Project Plan proposes the establishment of a tax increment district in the area of the Project Site. Within thirty (30) days from the date of this Memorandum, the City hereby agrees to complete the establishment of such tax increment district in accordance with the provisions of Title 62, Section 850 et seq. of the Oklahoma Statutes.

(B) Subject to the condition precedent stated in Subsection C hereof, and upon request by the Developer, the City and the Authority agree to provide the necessary development financing assistance for the Project in an amount not exceeding \$4,000,000, pursuant to the terms of an economic development agreement between the parties or pursuant to an agreement or agreements between the parties and Tulsa Premium Outlets, LLC, on or before December 1, 2023. The City and the Authority agree to assist the Developer in acquiring such assistance through a qualified financial institution, and to issue such tax apportionment bonds or notes as may be needed to fund such loan. Pursuant to the terms of the Project Plan, increments of ad valorem and sales taxes generated from the operation of the Project Facilities shall be credited against amounts owed by the Developer.

(C) In order for the City and the Authority to provide the development financing assistance described in Subsection B hereof, the City must reach an agreement in writing with Tulsa Premium Outlets, LLC to release the Project Site from its Sales Tax Economic Development Agreement and TIF Economic Development Agreement with the City, or other amendment providing for the Developer to receive its development financing assistance through Tulsa Premium Outlets, LLC.

SECTION 5. Assistance in Securing Other Financing. In addition to the development financing assistance described in Section 4 hereof, the City and the Authority agree to assist the Developer in acquiring any available state and/or federal loan and financial guarantees to make the overall Project financial package more attractive to investors, financial institutions, and the Developer.

SECTION 6. Utility Infrastructure Improvements. All necessary public utility infrastructure necessitated by the Project Facilities shall be extended to the property line of the Project Site by Tulsa Premium Outlets, LLC and accepted by the City, at no cost to the Developer.

SECTION 7. Potable Water Service. The City shall provide potable water service to the Project Site, subject to the following conditions:

- (i) the municipal water supply requirements for the Project will be timely made available to the Developer without any additional expenditure on the part of the Developer, including any costs for infrastructure located outside the Project Site; and

(ii) the rate charged for the Supply Water shall not exceed that rate charged to the other water customers of the City having similar potable water requirements.

SECTION 8. Sanitary Sewer Services. The City shall provide sanitary sewer services to the Project Site, subject to the following conditions:

(i) the City and the Developer hereby agree that all wastewater produced by the Project Facilities will be discharged into the City's sanitary sewer system through private lines on the Tulsa Premium Outlet Property and thereafter treated in the City's wastewater treatment facilities;

(ii) the municipal wastewater facilities required for the Project will be timely made available to the Developer without any additional expenditure on the part of the Developer, including any costs for infrastructure located outside the Project Site; and

(iii) the rate charged for the wastewater generated from the Project Facilities will not exceed that rate charged to the City's other wastewater customers with similar wastewater content and volume.

SECTION 9. Transportation Infrastructure Improvements. The City shall provide any and all necessary transportation infrastructure improvements associated with the Project Facilities, and such traffic and street improvements shall be extended to the property line of the Project Site by Tulsa Premium Outlets, LLC.

SECTION 10. Police and Fire Protection Services. The City shall provide such police and fire services as may be needed to accommodate the anticipated demands of the Project.

SECTION 11. Easements. The City shall timely provide the Developer and its assigns any and all easements, rights-of-way, and other rights of access reasonably necessary for the utilities serving the Project Facilities, including those necessary for electricity and natural gas supply.

SECTION 12. Definitive Agreements. The Parties intend that the rights and obligations of the Parties with respect to the Project will be set forth in one or more agreements to better define the respective obligations of the Parties (herein, the "Definitive Agreements").

SECTION 13. Counterpart Execution. This Memorandum may be executed separately in counterparts, and a facsimile or PDF signature shall be as good as an original signature. Counterparts shall have the same force and effect as if executed at the same time in one place.

SECTION 14. Headings. The topical headings used herein are inserted for convenience only and shall not be construed as having any substantive significance or meaning whatsoever or as indicating that all of the provisions of this Memorandum relating to any particular topic are to be found in any particular section.

SECTION 15. Binding. This Memorandum and the Definitive Agreements shall inure to the benefit of, and be binding upon, the Parties hereto and their successors and assigns.

SECTION 16. No Partnership. This Memorandum does not create any partnership, agency or joint venture between any of the Parties hereto, and the Parties represent and warrant to each other that no facts or relationship exist that would expressly or impliedly create any such relationship. The Parties shall not be

considered partners, joint venturers or co-investors as a result of this Memorandum or the Definitive Agreements, and the Parties represent and warrant to the other Parties that no facts or relationship exist that would expressly or impliedly create any such relationship. No Party is rendering itself liable for any of the debts or obligations of any other Party. The employees and agents of a Party shall not be considered employees or agents of any other Party.

SECTION 17. Confidentiality. The Parties agree to maintain the confidentiality of all information provided to it by the other Party, unless agreed to otherwise in writing or compelled by law to disclose such information.

SECTION 18. Governing Law and Venue. This Memorandum and the Definitive Agreements shall be construed according to the laws of the State of Oklahoma, without giving effect to the conflicts of laws provisions thereof. The District Court of Tulsa County shall be the exclusive venue for any litigation concerning this Memorandum and the Definitive Agreements.

SECTION 19. Attorneys Fees and Litigation Expenses. In the event of any controversy, claim or dispute between the Parties affecting or relating to the subject matter or performance of this Memorandum or the Definitive Agreements, the prevailing Party shall be entitled to recover from the non-prevailing Party all of its reasonable expenses, including reasonable attorneys' and accountants' fees, and litigation related expenses.

SECTION 20. Amendment, Modification, or Waiver. No amendment, modification or waiver of any provision in this Memorandum or any Definitive Agreement shall be effective unless in writing, signed by the respective Parties, and specifically stating it is an amendment, modification or waiver thereof.

SECTION 21. Further Actions. The Parties to this Memorandum shall execute and deliver all documents, provide all information and take or refrain from taking action as may be necessary or appropriate to achieve the purposes of this Memorandum.

ADOPTED AND APPROVED as of the date first written above.

CITY OF JENKS, OKLAHOMA

Mayor

(SEAL)
ATTEST:

City Clerk

JENKS ECONOMIC DEVELOPMENT AUTHORITY

Chairman

(SEAL)
ATTEST:

Secretary

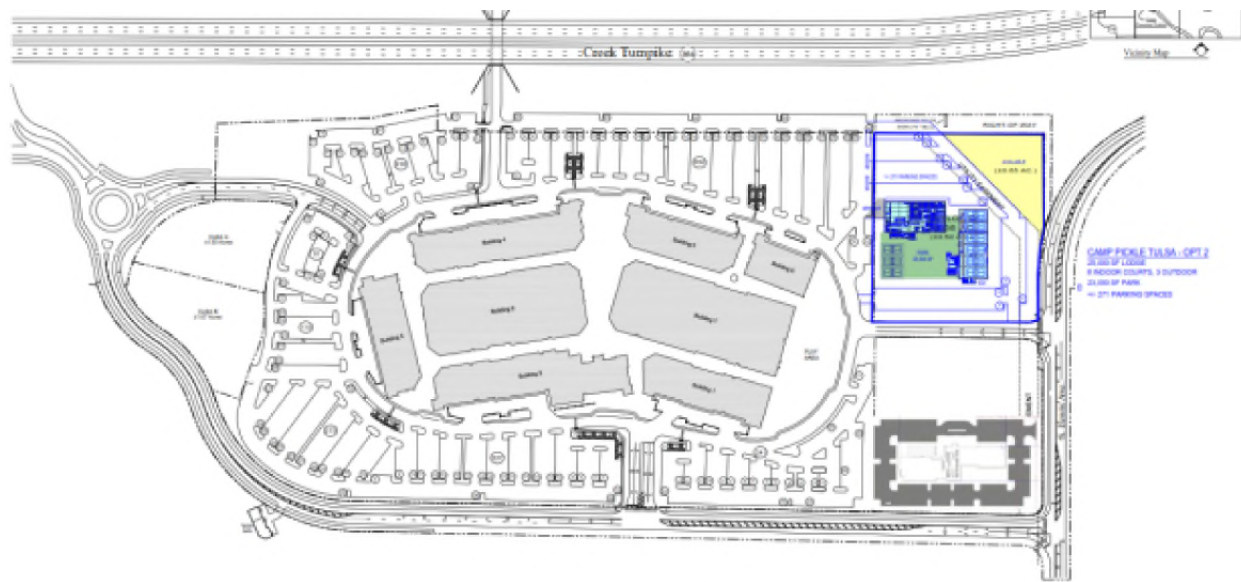
CAMP PICKLE JENKS UNITCO, LLC.

President/Managing Member

APPENDIX "1"

SKETCH OF THE PROJECT SITE

The Project Site is that tract located in Jenks, Tulsa County, Oklahoma, which is shown bordered in blue below.



Sketch Plan		EXISTING	
0 100 200 SK02-1		Project Data	
		TOTAL GFA	200K
		TOTAL PARKING SPACES	2,000
		TOTAL NUMBER OF SPACES	2,000
		TOTAL NUMBER OF SPACES	2,000

Tulsa Premium Outlets
 880 E. 103rd Street
 Jenks, OK 74146
 COMP # 1007

Modified January 13, 2023

