

**NOTICE  
GLENPOOL CITY COUNCIL  
REGULAR MEETING**

A Regular Session of the Glenpool City Council will be held at 6:00 p.m. on Tuesday, September 5, 2017 at Glenpool City Hall, City Council Chambers, 12205 S. Yukon Ave., 3<sup>rd</sup> Floor, Glenpool, Oklahoma.

*The City Council welcomes comments from citizens of Glenpool who wish to address any item on the agenda. Speakers are requested to complete one of the forms located on the agenda table and return to the City Clerk PRIOR TO THE CALL TO ORDER*

**AGENDA**

- A) Call to Order - Timothy Lee Fox, Mayor**
- B) Roll call, declaration of quorum – Susan White, City Clerk; Timothy Lee Fox, Mayor**
- C) Invocation – Rev. Jason Yarbrough, First Baptist Church**
- D) Pledge of Allegiance – Timothy Lee Fox, Mayor**
- E) Mayor Report – Timothy Lee Fox, Mayor**
- F) Council Comments**
- G) Public Comments**
- H) Scheduled Business**
  - 1) Discussion and possible action to approve minutes from August 21, and August 28, 2017 meetings.
  - 2) Discussion and possible action to adopt a certain Memorandum of Understanding between the City of Glenpool (“Employer”) and Local No. 133, Fraternal Order of Police (“Lodge”) for the purpose of amending Article VI, Hiring and Promotional Procedures, Section 5, to better ensure fair and unbiased promotional policies for members of the bargaining unit (“Employees”), all as described and provided therein.  
(Matthew Graves, FOP Vice President)
  - 3) Discussion and possible action to approve a letter of support to Oklahoma Department of Transportation to close and relocate existing Casper Avenue situated in a proposed commercial development, generally located at the northeast corner of 151<sup>st</sup> Street and US Hwy 75.  
(Lynn Burrow, Community Development Director)
  - 4) Discussion and possible action to approve Change Order No. 1, to Infrastructure Construction Contract Between South 75 Business Park, LLC, (Owner) and Ira M. Green Construction Company (Contractor) (TIF District Public Improvements), as approved by Council on June 19, 2017.  
(Lynn Burrow, Community Development Director)
  - 5) Discussion and possible action to adopt Ordinance No. 739, An Ordinance Amending Ordinance No. 458, by Rezoning Certain Property Described Herein from Agriculture District (AG) to Residential Single-Family Highest Density District (RS-4), As Recommended by the Planning Commission Under Application GZ-261; and Repealing All Ordinances or Parts of Ordinances in Conflict Herewith, Case GZ-261 being a

request to change the zoning classification from AG to RS-4 of 12 acres located west of the northwest corner of 141st Street and Elwood Ave, Glenpool, Oklahoma.  
(Rick Malone, City Planner)

- 6) Discussion and possible action to adopt Ordinance No. 740, An Ordinance Amending Ordinance No. 458, Approving Planned Unit Development Number 37 Overlay District, and Repealing All Ordinances or Parts of Ordinances in Conflict Herewith, PUD-37 being a request to allow a supplemental zoning district of PUD to allow 31 residential lots on 12 acres located west of the northwest corner of 141st Street and Elwood Ave, Glenpool, Oklahoma.  
(Rick Malone, City Planner)
- 7) Discussion and possible action to adopt Ordinance No. 741, An Ordinance Amending Ordinance No. 458, by Rezoning Certain Property Described Herein from Agriculture District (AG) to Residential Estate District (RE) and Commercial Shopping Center District (CS), as Recommended by the Planning Commission Under Application GZ-262; and Repealing All Ordinances or Parts of Ordinances in Conflict Herewith, Case GZ-262 being a request to change the zoning classification from AG to RE of 62 acres and from AG to CS of 13 acres being located approximately 1/3 mile west of the northwest corner of 151st Street (HY 67) and Peoria Ave, Glenpool, Oklahoma.  
(Rick Malone, City Planner)
- 8) Discussion and possible action to enter into Executive Session to discuss the employment and hiring of a City Manager, including specific candidates for the position of City Manager and terms of employment for City Manager position, pursuant to Title 25, Section 307(B)(1) of the Oklahoma Statutes (Open Meeting Act).  
(Timothy Fox, Mayor)
- 9) Discussion and possible action to reconvene in Regular Session.  
(Timothy Fox, Mayor)

**I) Adjournment**

This notice and agenda was posted at Glenpool City Hall, 12205 S. Yukon Ave., Glenpool, Oklahoma, on \_\_\_\_\_, \_\_\_\_\_ at \_\_\_\_\_ am/pm.

Signed: \_\_\_\_\_  
City Clerk

# MINUTES

## CITY COUNCIL MEETING

### August 21, 2017

The Regular Session of the Glenpool City Council was held at Glenpool City Hall, 3<sup>rd</sup> Floor, 12205 S. Yukon Ave, Glenpool, Oklahoma. Councilors present: Jacqueline Triplett-Lund; Patricia Agee; Brandon Kearns; Momodou Ceesay, Vice Mayor and Timothy Fox, Mayor.

Staff present: Lowell Peterson, City Attorney; Susan White, Interim City Manager/City Clerk; Lynn Burrow, Community Development Director; Rick Malone, City Planner; and Dennis Waller, Police Chief. Julie Casteen, Finance Director was absent.

- A) Mayor Fox called the meeting to order at 6:01 p.m.**
- B) Susan White, City Clerk called the roll. Mayor Fox declared a quorum present.**
- C) Father Sam Gordin, Anglican Church of the Resurrection offered the Invocation.**
- D) Mayor Fox led the Pledge of Allegiance.**
- E) APWA Award Presentation – Brandon Huxford, P.E., APWA Chapter Secretary/ Awards Chairman; Paul D’Andrea, APWA Chapter Past-President**  
Brandon Huxford, and Paul D’Andrea, APWA recognized the Glenpool Water Tower Project as Public Works Project of the Year. Lynn Burrow, Glenpool Community Development Director received the award on behalf of the City of Glenpool. Jeff Cowan P.E., CEO Cowan Engineering Group, engineer for the Project and Jerry Goins, Vice President, Goins Enterprises, Inc., primary contractor on the Project also participated in the presentation.
- F) Community Development Report – Lynn Burrow, Community Development Director**
  - Mr. Burrow offered an update on the progress of numerous public and private construction projects throughout the city, including the AMR meter replacement project; South County Soccer Complex; St. Francis Medplex project; Phillips Corner Addition hotel, Mark Allen Chevrolet dealership, Pecan Estate sanitary sewer relocation, and Financial Equipment Company expansion project. He further reported on various applications received by the Planning Department and slated for review, as well as information concerning activities in the Building/Inspections, and Code Enforcement Departments.
- G) Treasurers Report – Susan White, Interim City Manager/City Clerk**
  - Ms. White reviewed the financial activities for June 2017.
- H) City Manager Report – Susan White, Interim City Manager**
  - The new lake fountains have been installed.
  - Code Enforcement is contacting developer in Southwest Crossroads Addition about tall grass.
  - The appraisal for the city owned building at 140 W. 141<sup>st</sup> Street is scheduled to be delivered by the end of the week.
  - Ms. White will be out of the office the first week of September.
- I) Mayor Report – Timothy Fox, Mayor**
  - Mayor Fox reminded the Councilors to check their mailboxes at City Hall.
  - Mayor Fox invited the audience to the Kid’s Fishing Derby at the Conference Center Lake, Saturday, August 26, 2017. Registration is from 9:00 to 10:00 am, and fishing from 10:00 to 12:00 am. Children to 12 years of age are welcome.

**J) Council Comments**

- Councilor Lund inquired from Ms. Lea Ann Reed about the rules for the Fishing Derby.

**K) Public Comments**

- Glenpool resident Joyce Calvert read a statement registering her support for David Tillotson for City Manager, and providing her basis for her opinion. She concluded, "I hope David Tillotson is one of the candidates who has applied for our open position of City Manager."

**L) Scheduled Business**

**1) Discussion and possible action to approve minutes from August 7, 2017 meeting.**

**MOTION:** Councilor Lund moved, second by Councilor Agee to approve minutes as presented.

**FOR:** Councilor Lund; Vice-Mayor Ceesay; Mayor Fox; Councilor Agee; Councilor Kearns

**AGAINST:** None

**Motion carried.**

**2) Discussion and possible action to approve and authorize the Mayor to execute Lease Agreement of the City of Glenpool with Benjamin Smart, Managing Member of Bounce Smart OK, LLC d/b/a Bahama Ben's, to lease Black Gold Park Concession Stand under the terms and conditions set forth therein and for the term stated therein.**

Lynn Burrow, Community Development Director presented the Agreement for approval. Mr. Burrow advised Council that the concession stand has been closed since June when the previous operator vacated the facility. Benjamin Smart was present and answered questions submitted by Council members. Susan White, Interim City Manager advised Council that the City Attorney had not had an opportunity to review the Agreement because he was on vacation when the agenda was prepared.

**MOTION:** Councilor Lund moved, second by Councilor Agee to approve as presented, contingent upon City Attorney review approval, and authorize the Mayor to execute the Agreement.

**FOR:** Vice-Mayor Ceesay; Mayor Fox; Councilor Agee; Councilor Kearns; Councilor Lund

**AGAINST:** None

**Motion carried.**

**3) Discussion and possible action to approve Change Order Request No. 2, from J.E. Dirt Wurx in an amount not to exceed \$4,250.00, on South County Soccer Complex Project.**

Lynn Burrow, Community Development Director described the nature of the change order, representing two issues. The first issue involved repairs to existing irrigation system which was damaged during the construction project, due to inaccurate or unavailable plans from Tulsa County. The cost for repairs is \$2,450. The second issue at a cost of \$1,800 is to extend and connect a drain line to facilitate swimming pool overspill during rain events. The change order also adds fourteen days to the contract.

**MOTION:** Vice Mayor Ceesay moved, second by Councilor Kearns approve Change Order No. 2 at a cost not to exceed \$4,250.00 and to add fourteen calendar days to the contract completion deadline.

**FOR:** Mayor Fox; Councilor Agee; Councilor Kearns; Vice-Mayor Ceesay; Councilor Lund

**AGAINST:** None

**Motion carried.**

Mayor Fox declared a recess at 6:58 pm to convene into the Special GIA Meeting.  
Mayor Fox called the meeting back to order at 7:04 p.m.

**4) Discussion and possible action to enter into Executive Session to discuss the employment and hiring of a City Manager, including specific candidates for the position of City Manager and terms of employment for City Manager position, pursuant to Title 25, Section 307(B)(1) of the Oklahoma Statutes (Open Meeting Act).**

**MOTION:** Councilor Lund moved, second by Councilor Agee to enter into Executive Session for the purpose stated.

**FOR:** Councilor Agee; Councilor Kearns; Vice-Mayor Ceesay; Councilor Lund; Mayor Fox  
**AGAINST:** None  
**Motion carried.**

City Council exited to Executive Session Chambers at 7:05 p.m.

**5) Discussion and possible action to reconvene in Regular Session.**

**MOTION:** Councilor Agee moved, second by Councilor Lund to reconvene in Regular Session at 8:31 p.m.

**FOR:** Councilor Kearns; Councilor Lund; Vice-Mayor Ceesay; Mayor Fox; Councilor Agee

**AGAINST:** None  
**Motion carried.**

**6) Discussion and possible action to authorize the Mayor and Vice Mayor to enter into contract negotiations with potential City Manager candidate(s), tabled from August 7, 2017 meeting.**

**MOTION:** Councilor Kearns moved, second by Councilor Lund to authorize the Mayor and Vice-Mayor to enter into contract negotiations with potential City Manager candidate.

**FOR:** Councilor Lund; Vice-Mayor Ceesay; Mayor Fox; Councilor Kearns

**AGAINST:** Councilor Agee  
**Motion carried.**

**L) Adjournment.**

- Meeting was adjourned at 8:32 p.m.

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Date

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Mayor

ATTEST:

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City Clerk

**MINUTES  
CITY COUNCIL  
SPECIAL MEETING**

**August 28, 2017**

The Special Session of the Glenpool City Council was held at Glenpool City Hall, 3<sup>rd</sup> Floor, 12205 S. Yukon Ave, Glenpool, Oklahoma. Councilors present: Patricia Agee, Councilor; Brandon Kearns, Councilor; Jacqueline Triplett-Lund, Councilor; Momodou Ceesay, Vice Mayor and Timothy Fox, Mayor.

Staff present: Susan White, Interim City Manager/City Clerk; and Lowell Peterson, City Attorney.

- A) Mayor Fox called the meeting to order at 7:01 p.m.**
- B) Susan White, City Clerk called the roll. Mayor Fox declared a quorum present.**
- C) Scheduled Business**
  - 1) Discussion and possible action to enter into Executive Session to discuss the employment and hiring of a City Manager, including specific candidates for the position of City Manager and terms of employment for City Manager position, pursuant to Title 25, Section 307(B)(1) of the Oklahoma Statutes (Open Meeting Act).**  
**MOTION:** Councilor Lund moved, second by Vice-Mayor Ceesay to convene into Executive Session for the purpose stated above.  
**FOR:** Councilor Lund; Vice Mayor Ceesay; Mayor Fox; Councilor Agee; Councilor Kearns  
**AGAINST:** None  
**Motion carried.**  
  
Councilmembers exited to executive session chambers at 7:02 p.m.
  - 2) Discussion and possible action to reconvene in Special Session.**  
**MOTION:** Councilor Agee moved, second by Councilor Kearns to reconvene in Special Session at 8:46 p.m.  
**FOR:** Vice Mayor Ceesay; Mayor Fox; Councilor Agee; Councilor Kearns; Councilor Lund  
**AGAINST:** None  
**Motion carried.**
- D) Adjournment.**
  - Meeting was adjourned at 8:46 p.m.

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Date

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Mayor

ATTEST:

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City Clerk

## **Memorandum of Understanding**

This Memorandum of Understanding (“**MOU**”) is entered into between the City of Glenpool, Oklahoma (“**Employer**”) and Local No. 133, Fraternal Order of Police (“**Lodge**”) for the purpose of ensuring fair and unbiased promotional policies for members of the bargaining unit (“**Employees**”), all as described and provided herein.

### **Background**

In Article VI, Hiring and Promotional Procedures, of the FY 2016-2017 collective bargaining agreement between the Employer and the Lodge, the parties agreed to a promotional procedure that was to be observed in all promotions, with the exception of automatic time-in-grade promotions for Patrol Officer one (1) through Master Patrol Officer eight (8).

The Promotional Committee consists of three (3) members of the Department mutually agreed to by the Employer and the Lodge. The members of the Promotional Committee are seated in the following manner:

- a) One representing the Employer, appointed by the City Manager;
- b) One representing the Lodge, elected by a vote of the Lodge Executive Board, and;
- c) One representing the Chief of Police, appointed by the Chief

Neither the Chief of Police nor the Lodge President can be appointed nor elected to the Promotional Committee.

The promotional procedure is based on a point system, with a final selection being made by the Promotional Committee and confirmed by the Chief of Police. Officers applying for promotion are awarded points for:

- a) A written test, for which study materials and a testing date are to be established by the Police Chief;
- b) Interview by an Oral Review Board, established in accordance with Section 5 of the procedure (discussed below\*); and
- c) Supervisor Recommendations from the Chief of Police, the Deputy Chief and three (3) Sergeants. (This was amended in the FY 2017-2018 CBA to “all Sergeants.”)

A candidate for promotion is awarded points on each of these categories for a total possible of two hundred fifty (250) points.

\* Section 5 of the Promotional Procedure provided that:

An Oral Board will consist of the Chief of Police, an officer of the rank being tested for, and the testing officer’s designee. The officer of the rank being tested for will be selected by the Chief of Police. The officer’s designee cannot hold any other position within the promotional process. The Promotional Committee will be present during all oral review boards strictly to oversee the process.

This same language is in Section 5 of the Promotional Procedure for the FY 2017-2018 CBA.

Recommendation

The Employer and the Lodge agree that Section 5 should be amended to help alleviate any bias or unfairness by providing that:

- a) the officer of the rank being tested for should be a supervisor selected by the Chief;
- b) neither the supervisor of the rank being tested for nor the officer's designee may hold any other position within the promotional procedure; and
- c) if the officer candidate's designee is a supervisor, that supervisor cannot complete a supervisor's recommendation for that or any other candidates applying for promotion.

Terms and Conditions of the MOU

1. Term. This MOU will continue in effect throughout the term of the current Agreement Between the City of Glenpool, Oklahoma, a Municipal Corporation and the Fraternal Order of Police Lodge 133, Fiscal Year 2017-2018.
2. Current Article VI, Promotional Procedures, Section 5:

An Oral Board will consist of the Chief of Police, an officer of the rank being tested for, and the testing officer's designee. The officer of the rank being tested for will be selected by the Chief of Police. The officer's designee cannot hold any other position within the promotional process. The Promotional Committee will be present during all oral review boards strictly to oversee the process.

3. Proposed Amended Article VI, Promotional Procedures, Section 5:

The Oral Review Board will consist of the Chief of Police, a supervisor of the rank being tested for, and the testing officer's designee. The supervisor of the rank being tested for will be selected by the Chief of Police. Neither that supervisor nor the officer's designee can hold any other position within the promotional process. If the officer chooses to designate an additional supervisor as his/her designee that supervisor cannot complete a supervisor recommendation form for that candidate or any other candidate. If no supervisor is available to serve as the officer's designee who would not be in a position to complete a supervisor recommendation form for that candidate or any other candidate, the officer/candidate shall designate a non-supervisory designee. The Promotional Committee will be present during all interviews by the Oral Review Board strictly to oversee the process.

4. Past Practice. The Employer and the Lodge jointly agree that this MOU was freely negotiated by the parties and does not create a past practice, nor does it change the existing collective bargaining agreement except as expressly stated herein.

IN WITNESS WHEREOF, and in recognition that the City of Glenpool City Council having approved and adopted the foregoing Memorandum of Understanding and the corresponding amendment of Article VI, Promotional Procedure, Section 5 of the current Agreement Between the City of Glenpool, Oklahoma, a Municipal Corporation and the Fraternal Order of Police Lodge 133, Fiscal Year 2017-2018, the parties to the Memorandum of Understanding have hereunto set their hands this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

THE CITY OF GLENPOOL, OKLAHOMA  
EMPLOYER

BY: \_\_\_\_\_  
Timothy Lee Fox, Mayor

ATTEST:

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Susan White, City Clerk

[SEAL]

FRATERNAL ORDER OF POLICE, LODGE NO. 133  
BARGAINING UNIT

BY: \_\_\_\_\_  
\_\_\_\_\_  
President or Lodge Representative

ATTEST:

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\_\_\_\_\_  
\_\_\_\_\_  
Secretary

APPROVED AS TO FORM:

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Lowell Peterson, City Attorney



## MEMORANDUM

**TO:** HONORABLE MAYOR AND CITY COUNCIL

**FROM:** LYNN BURROW, PE  
COMMUNITY DEVELOPMENT DIRECTOR

**RE:** LETTER OF SUPPORT TO ODOT – COMMERCIAL DEVELOPMENT

**DATE:** SEPTEMBER 5, 2017

### **BACKGROUND**

This item is for Council consideration and action regarding a letter to the Oklahoma Department of Transportation in support of a development plan being proposed by Moab Development Group. The attached conceptual development plan was submitted to the Community Development Department Staff for preliminary consideration regarding the development of property being purchased from Glenpool Schools located at the northeast corner of 151<sup>st</sup> Street and US Highway 75. The tract contains approximately 50 acres. As you will note on the concept plan, the project calls for the re-alignment of Casper Avenue to create a main commercial collector type street serving the new commercial development. This re-alignment will intersect 151<sup>st</sup> Street at Broadway Ave. creating a more conventional four-way type intersection supporting future traffic signalization. As noted in the attached draft letter addressed to ODOT, the proposal is to not only relocate Casper Avenue as shown, but to request the abandonment of a certain amount of State right-of-way Casper Avenue is located on currently. The Development Group has been negotiating the release of this right-of-way with ODOT and feels that a letter of support from the City will help influence the decision to abandon this portion of right-of-way and make it available to the development - thus increasing the overall size of their project. The attached letter has been drafted to high-lite the City's support for the project concepts being proposed and commercial development in general for the reasons stated.

### **Staff Recommendation:**

Staff recommends approval of the content and intend of the letter and is requesting Council approval and authorization for the Mayor to execute the letter on behalf of the City supporting the development concepts being proposed.

### **Attachment**

- A. Proposed Development Concept Plan
- B. Proposed Letter of Support to ODOT



August 31, 2017

Randle White, PE  
Division Engineer  
Field Division 8  
Oklahoma State Department of Transportation  
4002 North Mingo Valley Expressway  
Tulsa, Oklahoma 74116

RE: Proposed Commercial Development - Glenpool

Dear Mr. White,

At the suggestion of Kristine Spence, Traffic Engineer, Oklahoma Department of Transportation, we are writing in support of a real estate Developer's proposed commercial project consisting of approximately 50 acres within our City limits. The project is generally located at the northeast corner of U.S. Highway 75 and East 151<sup>st</sup> St South. Please refer to the attached copy of the current conceptual development plan.

Specifically, we are supportive of the Developer's conceptual proposal to reconfigure and re-route the current alignment of South Casper Avenue as illustrated on the preliminary concept plan. Of specific note in this regard:

- The City of Glenpool is currently responsible for all maintenance, repair, and upkeep of Casper Avenue and would continue those maintenance responsibilities regarding the proposed realignment.
- It is our opinion that the re-routing being proposed will more easily facilitate the flow and management of vehicular traffic at the Casper Avenue/151<sup>st</sup> Street intersection, which will likely be signalized in the near future.
- The Developer shall be required to construct the realigned portion of Casper Avenue in accordance with City of Glenpool Engineering Design Criteria.
- The Developer would be responsible for the removal of the existing street surfacing being abandoned as well as the relocation of all related utility and infrastructure improvements as may be necessary to accommodate the development plan.
- Barring any overriding engineering reasons that we are unaware of, at completion of the realignment project, we would request the existing Casper Avenue be abandoned by ODOT and the related portion of State right-of-way be deemed surplus and made available for incorporation into the development.

- Uses planned for the additional land area provided by the released right-of-way will allow expanded development and the generation of additional sales tax revenue for the City. The increased land area would also make a significant increase in ad valorem taxes used to support our growing school system and various other needs.
- Finally, the additional land provided by the released right-of-way will dramatically improve both the visibility and the aesthetic look of a property we consider to be located at one of the major gateways to the City.

The City of Glenpool strongly supports commercial development in general and more specifically, is supportive of this development concept and proposal. We would certainly appreciate your support as well. Should you have any questions or need additional information in this matter, please do not hesitate to contact Lynn Burrow at 918 322 5409.

Sincerely,  
The City of Glenpool

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Timothy L. Fox  
Mayor

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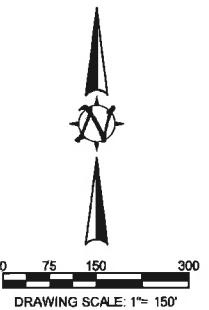
Lynn Burrow, PE  
Community Development Director, City Engineer

CC: Susan White – Interim City Manager  
Lowell Peterson – City Attorney

Attachment: Concept Site Plan

CONCEPTUAL LAYOUT  
for

# Highway 75 & 151st





**To:** **HONORABLE MAYOR AND CITY COUNCIL**  
**From:** **Lowell Peterson, City Attorney**  
**Date:** **September 5, 2017**  
**Subject:** **Change Order #1, applicable to Infrastructure Construction Contract Between South 75 Business Park, LLC, (Owner) and Ira M. Green Construction Company (Contractor)**

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**Background:**

The Project Plan and the Tax Reimbursement Agreement with Ford Development Corporation, on behalf of South 75 Business Park, LLC, (“Developer”) included installation of an 8” water line on the TIF District/Mark Allen Chevrolet site. The construction plan for infrastructure, which included this water line, was approved by the City Council on June 19, 2017. Although the contract is between two private entities (South 75 Business Park, LLC and Ira M. Green Construction Company), the fact that infrastructure improvements to be constructed within the TIF District, solely at the cost of the Developer, will be reimbursed to the Developer as Qualified Project Costs under the TIF Project Plan, implicates public funds and necessitates Council approval in compliance with the Oklahoma Public Competitive Bidding Act.

By separate contract, the City Council authorized Shafer, Kline and Warren, Inc., (SKW) to complete a more detailed master plan of the City’s water distribution system - generally south of 156<sup>th</sup> Street in order to supplement the 2015 report developed by Cowan Engineering completed in conjunction with the design and construction of the City’s second water tower on 156<sup>th</sup> Street. SKW has completed a first draft of the new water system study that includes recommendations for additional potable water storage and distribution system line sizing sufficient for residential/commercial/industrial fire protection to meet the future growth of currently undeveloped areas of Glenpool south of 156<sup>th</sup> Street.

In developing alternatives for consideration by the City, SKW’s recommendations include the installation of a 12” ID waterline along the newly constructed 166<sup>th</sup> Street being used as secondary access to the Mark Allen Dealership project, rather than the 8” line originally designed for that location.

To accommodate this recommendation, and modify the approved contract that currently specifies an 8” line, it will be necessary for the TIF District Site Developer and its Contractor to amend the previously approved construction contract. The original contract sum was \$ 547,091.60. The amount of proposed change order #1 is \$8,218.00, resulting in a new contract sum of \$ 555,309.60. As indicated above, due to this sum being reimbursed to the Developer from public moneys accrued from tax dollars collected from businesses within the TIF District, this change order requires Council approval.

**Staff Recommendation:**

Staff recommends that the City Council approve and authorize the Mayor to authenticate the City's approval of the attached Change Order #1 by his signature thereon.

**Attachment:**

Change Order #1 to the Construction Contract between South 75 Business Park, LLC, ("Owner") and Ira M. Green Construction Company ("Contractor")

# CHANGE ORDER

**Contractor:**

IRA M. GREEN CONSTRUCTION  
P.O. BOX 813  
CLAREMORE, OK 74018  
918-342-0840

**Project:**

South 75 Business Park

**Date**

8/25/2017

**Owner:**

South 75 Business Park, LLC  
16400 N. Dallas Parkway, Suite 140  
Dallas, Texas 75248

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**Description of change in work performed**

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Water line size change from 8" to 12" along with valves and fittings

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The original contract sum was : \$ 547,091.60

Net amount previous change orders \$ -

Total amount contract amount plus or minus net changes orders: \$ -

Total amount this change order \$ 8,218.00

The new contract amount including this change order will be: \$ 555,309.60

The contract time will be changed by the following numbers of days: 0 days

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**Contractor:**

  
Ira M. Green Construction : President Brian J. Green

Date: 8-25-17

**Owner:**

  
South 75 Business Park

Date: 8/28/17

**IRA M. GREEN CONSTRUCTION**  
**P.O. BOX 813**  
**CLAREMORE, OK 74018**  
**918-342-0840**

Date  
 8/25/2017

**Project:**

Soth 75 Business Park

**Change order # 1**

Deducts

Right-of-Way Clearing and Restoring	-28	LF	\$ 2.00	\$ (56.00)
8" DIP	-106	LF	\$ 45.00	\$ (4,770.00)
8" C900	-666	LF	\$ 35.00	\$ (23,310.00)
6" C900	-20	EA	\$ 23.00	\$ (460.00)
8" x 8" x 8" Tee	-1	EA	\$ 300.00	\$ (300.00)
8"x8"x6" Tee (2- Hydrant )	-2		\$ 300.00	\$ (600.00)
8" Plug	-2		\$ 180.00	\$ (360.00)
8" Gate Valve	-3	EA	\$ 1,400.00	\$ (4,200.00)

Adds

12" Gate Valve	1	EA	\$ 2,250.00	\$ 2,250.00
12"x8" Reducer	1	EA	\$ 500.00	\$ 500.00
Valve Box	1	EA	\$ 75.00	\$ 75.00
12" DIP	106	LF	\$ 63.00	\$ 6,678.00
12" C900	643	LF	\$ 47.00	\$ 30,221.00
12"x12"x12" Tee	1	EA	\$ 750.00	\$ 750.00
12"x12"x6" Tee (2- Hydrant )	2	EA	\$ 650.00	\$ 1,300.00
12" Plug	2	EA	\$ 250.00	\$ 500.00

<b>Change order # 1 amount</b>	<b>\$ 8,218.00</b>
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Original Contract sum was	\$ 547,091.60
Total amount this change order	<u>\$ 8,218.00</u>
<b>New contract amount including this change order will be</b>	<b>\$ 555,309.60</b>

**IRA M. GREEN CONSTRUCTION**  
**P.O. BOX 813**  
**CLAREMORE, OK 74018**  
**918-342-0840**

Date  
 8/25/2017

**Project:**

Soth 75 Business Park

Grading	Quantity	Unit	Amount
Clearing & Grubbing (Includes Tree Removal)	3.2	AC	\$ 2,800.00
Stripping 6" Deep Stockpile & Replace	2581	CY	\$ 7.00
Unclassified Excavation & Site Grading	4692	CY	\$ 6.50
Revegetation (Seeding)	2	AC	\$ 2,000.00
Solid Slab Sod On Pond Slopes & Swales	1750	SY	\$ 3.50
<b>Total Proposed Grading</b>			<b>\$ 67,050.00</b>

Paving System	Quantity	Unit	Amount
Fine Grading	3604	SY	\$ 1.50
10" Select Fill	3220	SY	\$ 6.00
ODOT Type "B" Asphaltic Concrete Paving, 2.0" thick	3331	SY	\$ 8.85
ODOT Type "A" Asphaltic Concrete Paving, 6.0" thick	3331	SY	\$ 20.75
6" Concrete Curb and Gutter	1365	LF	\$ 14.50
Concrete Handicap Ramp	4	EA	\$ 500.00
5' Sidewalk	702	LF	\$ 28.00
Sod 4' Behind Curb	312	SY	\$ 3.50
Concrete Jersey Barrier	6	EA	\$ 1,800.00
Thermoplastic Pavement Striping	1	LS	\$ 7,000.00
MUTCD Traffic Control Signs, installed	1	EA	\$ 4,000.00
12" DIP Conuit	175	LF	\$ 65.00
20" DIP Conuit	175	LF	\$ 90.00
<b>Total Proposed Paving</b>			<b>\$ 214,789.10</b>

Storm Sewer	Quantity	Unit	Amount
Right-of-Way Clearing and Restoring	405	LF	\$ 5.00
Excavation and Backfill, Unclassified	347	CY	\$ 5.00
3'x6' Precast RCB	120	LF	\$ 325.00
24" RCP	248	LF	\$ 60.00
18" RCP	36	LF	\$ 50.00
Std. Design 1(B) Inlet	0	EA	\$ -
Std. Design 2(B) Inlet	2	EA	\$ 3,200.00
Std. Design 2(2A) Inlet	2	EA	\$ 3,100.00
Std. 4' ID Precast Concrete Manhole	1	EA	\$ 2,500.00
Std. 3'x6' Precast Concrete Junction Box	2	EA	\$ 5700
ODOT One Cell Headwall for 6'x3' RCB	2	EA	\$ 7800
Std. 24" Concrete end section (@ pond)	2	EA	\$ 2,200.00

Rip-rap, Type M, D50=12", 24" deep	230	TN	\$ 70.00	\$ 16,100.00
Detention pond 10' wide concrete flume	304	LF	\$ 50.00	\$ 15,200.00
Special Pond Outlet (Spillway) Structure	1	LS	\$ 9,200.00	\$ 9,200.00
<b>Total Proposed Storm Sewer</b>				<b>\$ 146,440.00</b>

Sanitary Sewer System	Quantity	Unit	Amount
Right-of-Way Clearing and Restoring	1042	LF	\$ 5.00
Excavation and Backfill, Unclassified	772	CY	\$ 5.00
8" DIP	90	LF	\$ 60.00
8" SDR 35	952	LF	\$ 32.00
4' Manhole	4	EA	\$ 2,800.00
Connect to Existing Manhole	1	EA	\$ 1,100.00
<b>Total Proposed Sanitary Sewer</b>			<b>\$ 57,234.00</b>

Water Supply System	Quantity	Unit	Amount
Right-of-Way Clearing and Restoring	777	LF	\$ 2.00
Excavation, Backfill, and Compaction, Unclassified	336	CY	\$ 2.00
8" DIP	106	LF	\$ 45.00
8" C900	666	LF	\$ 35.00
6" C900	20	EA	\$ 23.00
8" x 8" x 8" Tee	1	EA	\$ 300.00
8"x8"x6" Tee (2- Hydrant )	2		\$ 300.00
8" Plug	2		\$ 180.00
Connect to Existing 8" Waterline	1		\$ 3,000.00
3/4" Corporation Stop and Saddle	1		\$ 175.00
8" Gate Valve	4		\$ 1,400.00
8"x8"x8" Tapping Sleeve & Valve	1		\$ 3,000.00
3-Way Fire Hydrant Assembly	2		\$ 3,100.00
Valve Box	4	EA	\$ 75.00
<b>Total Proposed Water Supply System</b>			<b>\$ 50,301.00</b>

Erosion Control	Quantity	Unit	Amount
Stabilized Construction Entrance	1	EA	\$ 3,800.00
Inlet Protection Devices	6	EA	\$ 100.00
Outlet Protection Devices	2	EA	\$ 400.00
Silt Fence For Erosion Stabilization	2210	LF	\$ 2.75
<b>Total Proposed Erosion Control</b>			<b>\$ 11,277.50</b>

SUMMARY OF PROPOSED CONSTRUCTION COST		Amount
Grading		\$ 67,050.00
Paving System		\$ 214,789.10
Storm Sewer		\$ 146,440.00
Sanitary Sewer		\$ 57,234.00
Water Supply System		\$ 50,301.00
Erosion Control		\$ 11,277.50
<b>Total Proposed Construction Cost</b>		<b>\$ 547,091.60</b>

**Change order # 1**

**Deducts**

Right-of-Way Clearing and Restoring	-28	LF	\$ 2.00	\$ (56.00)
8" DIP	-106	LF	\$ 45.00	\$ (4,770.00)
8" C900	-666	LF	\$ 35.00	\$ (23,310.00)
6" C900	-20	EA	\$ 23.00	\$ (460.00)
8" x 8" x 8" Tee	-1	EA	\$ 300.00	\$ (300.00)
8"x8"x6" Tee (2- Hydrant )	-2		\$ 300.00	\$ (600.00)
8" Plug	-2		\$ 180.00	\$ (360.00)
8" Gate Valve	-3	EA	\$ 1,400.00	\$ (4,200.00)

**Adds**

12" Gate Valve	1	EA	\$ 2,250.00	\$ 2,250.00
12"x8" Reducer	1	EA	\$ 500.00	\$ 500.00
Valve Box	1	EA	\$ 75.00	\$ 75.00
12" DIP	106	LF	\$ 63.00	\$ 6,678.00
12" C900	643	LF	\$ 47.00	\$ 30,221.00
12"x12"x12" Tee	1	EA	\$ 750.00	\$ 750.00
12"x12"x6" Tee (2- Hydrant )	2	EA	\$ 650.00	\$ 1,300.00
12" Plug	2	EA	\$ 250.00	\$ 500.00

<b>Change order # 1 amount</b>	<b>\$ 8,218.00</b>
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Original Contract sum was	\$ 547,091.60
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Total amount this change order	<u>\$ 8,218.00</u>
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New contract amount including this change order will be	<b>\$ 555,309.60</b>
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TO: **Glenpool City Council**

FROM: **Rick Malone, City Planner**

DATE: **September 5, 2017**

RE: **GZ-261/PUD 37 Request by Nathan Cross for the applicant The Jenkins Companies for approval of a Zone Change from AG (Agriculture District) to RS-4 (Residential single-family highest density district) and Planned Unit Development (PUD) Number 37 Zoning District designation for Single Family Residential Uses on the following described Property:**

The Southeast Quarter of the Southeast Quarter (SE/4 SE/4), LESS AND EXCEPT the following described parcel, to wit: BEGINNING at the Southeast corner of the Southeast Quarter (SE/4); THENCE North 1320 feet; THENCE West 500 feet; THENCE South 785 feet; THENCE West 36 feet; THENCE North 166.46 feet; THENCE West 411 feet; THENCE South 700 feet; THENCE West 50 feet; THENCE North 700 feet; THENCE West 320.25 feet; THENCE South 700 feet; THENCE East 1320.1 feet; to the POINT OF BEGINNING; all in Section One (1), Township Seventeen (17) North, Range Twelve (12) East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the United States Government Survey thereof.

**General Location: West of the Northwest corner of 141<sup>st</sup> Street and Elwood Ave.**

#### **STAFF EXHIBITS**

1. Staff Report
2. Case Map
3. Development Text
4. Development Map
5. Declaration of Covenants, Conditions and Restriction

#### **INTRODUCTION**

The subject property is designated Low Intensity Residential to allow Low Intensity-Residential Land Uses by the Glenpool Comprehensive Plan. The property is currently zoned AG (Agriculture). The applicant is requesting an RS-4/Planned Unit Development Number 37 Zoning District for the development of "The Pines" a planned community to be comprised of single family residential uses are found to be in accordance with the Low Intensity Plan Category.

A Planned Unit Development is designed to permit flexibility that will encourage a more creative approach in the residential development of land and will result in a more efficient use of open area, while maintaining density and area coverage permitted in the general zoning district or districts in which the project is located.

Planned Unit Development 37 is comprised of 12 acres and will allow for a maximum development of 31 single-family residential lots. The development is designed within a master planned development under a single homeowners association.

The surrounding property is developed as noted below:

- North of the subject tract is vacant and zoned AG.
- East of the subject property is zoned AG and contains Solid Rock Baptist Church.
- South of the subject tract is Beale Estates which contains 5.17 acres, 34 residential lots with an average of 32.5' lot width zoned RM-2 and CG.
- West of the subject tract contains Green Acres Addition containing 10 acres and 40 residential lots and 2 commercial lots, the average residential lot is 45'; Brentwood Addition containing 30 acres and 116 lots with an average lot width of 66 feet.
- 

### **CRITERIA AND FINDINGS**

A PUD is permitted on any tract or tracts located within a residential district or districts. In every instance, the PUD is to be reviewed as to the proposed location and character of the uses and the unified treatment of the development of the tract. The regulations of the general zoning district remain applicable except as specifically modified pursuant to the provision of the Glenpool Zoning Code.

The review of the proposed PUD shall determine that the proposal is consistent with the Comprehensive Plan, Harmonizes with the existing and expected development of surrounding areas, is a unified treatment of the development possibilities of the project site and is consistent with the stated purposes and standards of Chapter 11, Planned Unit Development of the Glenpool Zoning Code.

- "The Pines" will be developed to the standards of the RS-4 Zoning District.
- Lot widths shall be established at 65 feet or greater. This should also accompany a statement that the lot widths should substantially conform to the submitted conceptual master plan.
- The front building lines will be established at 25 feet except that lots with an exterior side yard facing a street may be established at 15 feet.
- Rear Yard setback of 20 feet.
- Lot Area 7,800sf, Land Area 8,400sf.
- Rear yard setbacks are established at 20 feet in depth.
- Side yard setbacks are set as five (5) feet on one side and 10 feet on the other providing for a minimum separation of 15 feet between dwelling units.
- The maximum height for structures within the development is consistent with the zoning code to a maximum height of 35 feet.
- "The Pines" will be established with a minimum living space of at least 1,600 square feet.
- Two entry signs at 141<sup>st</sup> Entry allowed.

In recognition of the potential for phasing of "The Pines", the entrance on 141<sup>st</sup> Street is required to be complete before any building permits may be issued to eliminate construction traffic from using the streets from adjacent subdivisions in accordance with City of Glenpool policies and standards may be implemented in future phases.

In consistency with other new developments in the City of Glenpool, structural requirements and restrictions will be imposed. The highlights of these requirements are:

1. No exposed stem walls.
2. All roofs must have a minimum roof pitch of 6/12 and roof materials shall be Heritage II or comparable compositions shingles of equal or better quality, and shall be of such color scheme approved by the Declarant prior to installation.
3. Masonry. All dwellings shall have at least fifty percent (100%) of the remaining exterior walls (up to the first floor plate line) thereof comprised of brick, stone or masonry siding.
4. No detached accessory structure will be allowed on any lot within The Pines.
5. No building fence or wall shall be erected unless approved by the developments Architectural Committee.
6. The front elevation of all residential lots and side elevation of any corner residential lot must be professionally landscaped and all yard areas are to be sodded upon completion of the residence.
7. Garages. All dwellings shall have attached garages suitable for accommodating a minimum of two (2) standard size automobiles. All garages shall be accessed by an overhead garage door. Carports shall not be permitted
8. Patio Roof. All patio roofs shall be an integral part of the residence such that they are contained within the roofline and shall be constructed with the same design, shingle color and materials as the residence.
9. Driveways. All driveways into a Lot from any street shall be constructed of concrete and shall not be less than sixteen (16) feet in width.
10. Mailboxes. All mailboxes shall be of a uniform structure and color and shall be constructed in accordance with a written plan/diagram and specifications to be approved by Declarant prior to construction.
11. Heating and Air Conditioning Requirements. All residences in The Pines shall be constructed with central heat and air systems. No portable, window or wall- type heating or air conditioning units shall be permitted.
12. Individual subdivisions within "The Pines" master plan development will require mandatory participation in a The Pines Homeowners Association. The Homeowners Association will be responsible for maintenance and upkeep of all reserve areas within the development.
13. The Pines development includes various amenities to include a playground area, jungle gym and swings, walking trails and a large open recreational area with a soccer field that will double as open space as well. These amenities are to be utilized and maintained by the Homeowners Association.
14. The development is designed with a landscape entry along 141<sup>st</sup> Street South. This plan includes a 25 foot wide Reserve Area for a walking trail and plantings of evergreen screenings along the perimeter. The landscape area will be separated from the residential development with the construction of a screening fence that will include some masonry products.
15. The PUD conditions are to be made a part of the Declaration of Covenants, Conditions and Restriction for The Pines subdivision plat.

The proposed Planned Unit Development is consistent with the standards of the City of Glenpool Comprehensive Plan and Zoning Code. Conditions to the approval of "The Pines Addition will be consistent with this PUD and will be required during the review of the Preliminary/Conditional Final Plat and consistent with the Sketch Plat that accompanied the request for Planned Unit Development Number 37.

Subdivision:	Developed:	Zoning:	Acres:	Lots:	Per Acre:	Width:	SF:	% Brick:	Landscaping:
Max Zoning Densities Allowed Per Zoning Code:		RS-3	1		4.01	75'			
		RS-4	1		5.19	65'			
The Pines	Pending	RS-4 (Proposed)	12	31	2.58	65	1,600	100%	Street
Glenn Abbey Blks 1-6	2007	RS-3	26.21	83	3.17	65'	1,500	90%	Street
Glenn Abbey Blks 7-13	2014	RS-4/PUD	28.07	91	3.24	65	1,500	90%	Street
Kendalwood IV	1984	RS-3	74.68	304	4.07	65'	None	None	None
Kendalwood III Amd	1981	RS-3	44.9	194	4.32	65'	None	None	None

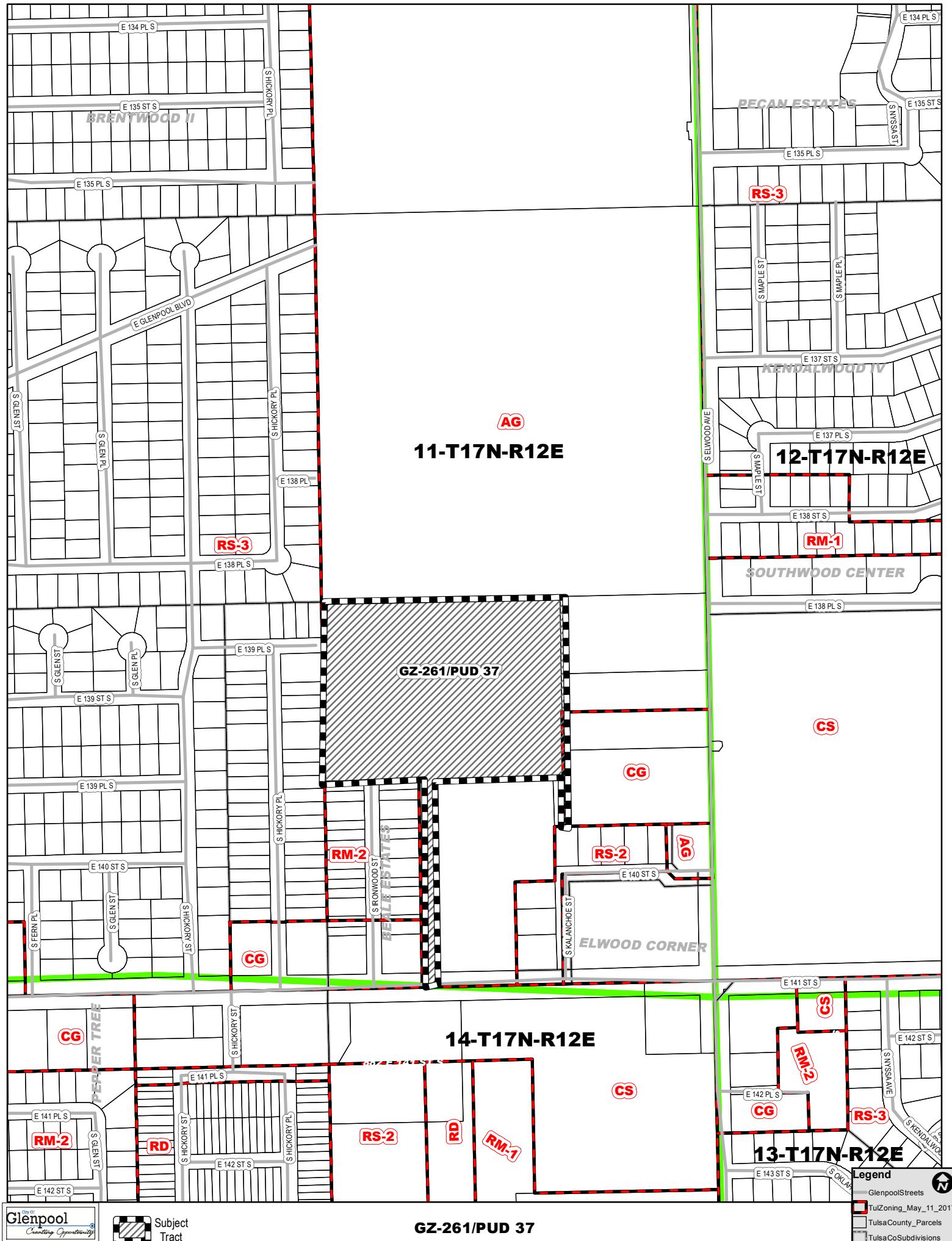
### **STAFF RECOMMENDATION**

Staff is supportive and recommends approval of request GZ-261 to change the zoning from an AG (Agriculture District), to RS-4 (Residential single-family highest density district) and Planned Unit Development (PUD) Number 37 Zoning District designation. The proposed development is consistent with the requirements of Chapter 9 of the Glenpool Zoning Code, the Glenpool Comprehensive Plan, and harmonizes with the existing and expected development of the surrounding areas as per the Text and Exhibits submitted by the applicant or revised by the Planning Commission during their review.

### **8/14/17 - PLANNING COMMISSION RECOMMENDATION**

After hearing the presentation by the applicant, Nathan Cross, Chairman Watts asked for any public comments, Ms. Tereasa Parks asked how the drainage was to be handled, she was told that a subdivision plat would have to be filed later by a civil engineer to work through these issues and at that time the abutting property owners would be notified of the Planning Commission meeting. Ms. Parks also spoke of her concern of increased traffic caused by the addition of 31 residential lots and the applicant showed her the concept plan and how it connects to 141st street, they propose to install a cul-de-sac at the end of Ironwood Street and how another currently deadend street is going to be looped into 141st Street. Ms. Parks submitted a petition asking for denial. Two other people expressed their concerns. After considering the information given to them, with a vote of 4-0, the Glenpool Planning Commission recommended approval of GZ-261 and with a vote of 4-0, the Glenpool Planning Commission recommended approval of PUD 37 subject to the following: The developer using commercial grade playground equipment in Reserve "A" and raised soccer fields and the walking path to be of an all-weather material in Reserve Area "B" to the City Council.





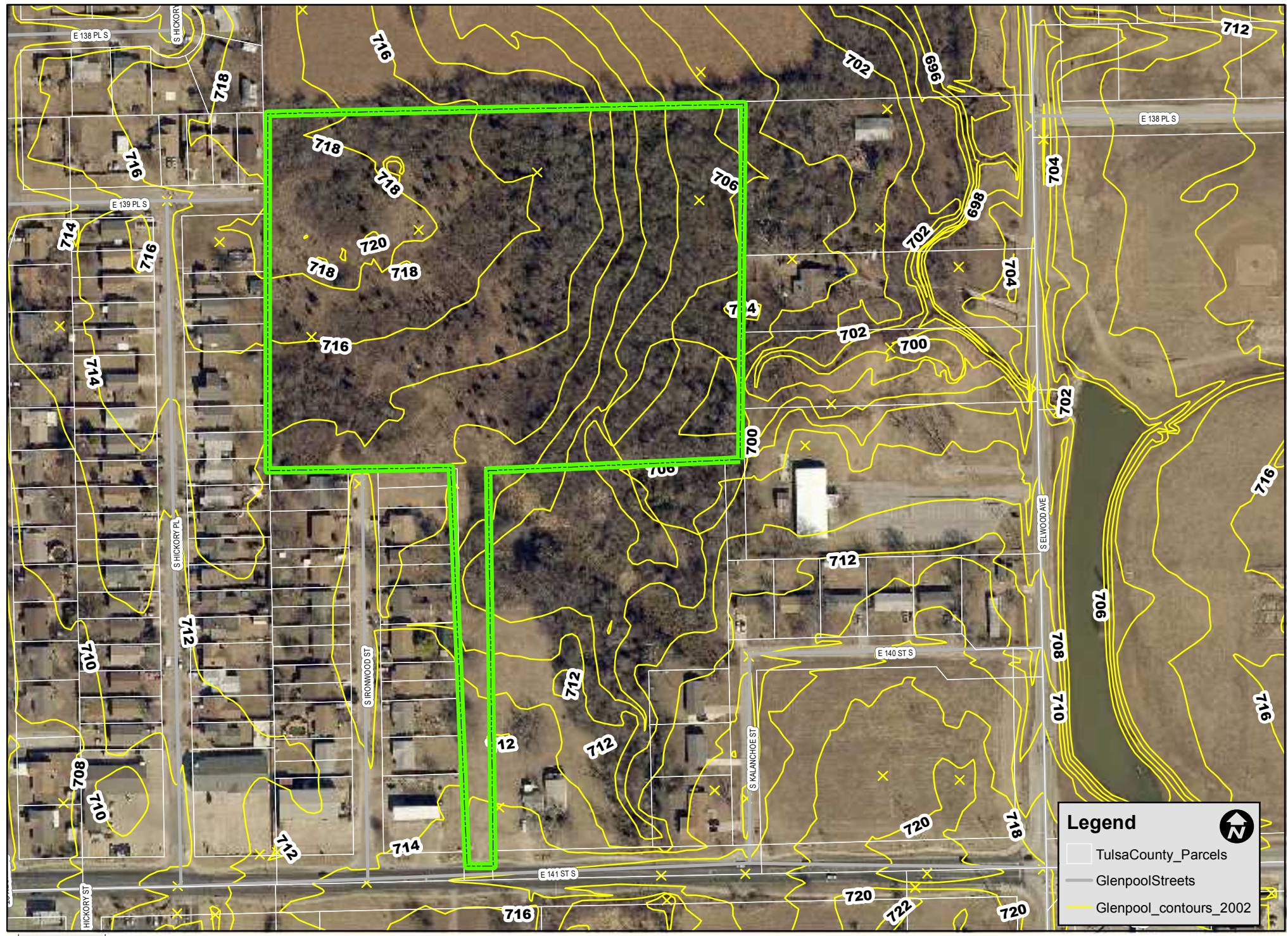
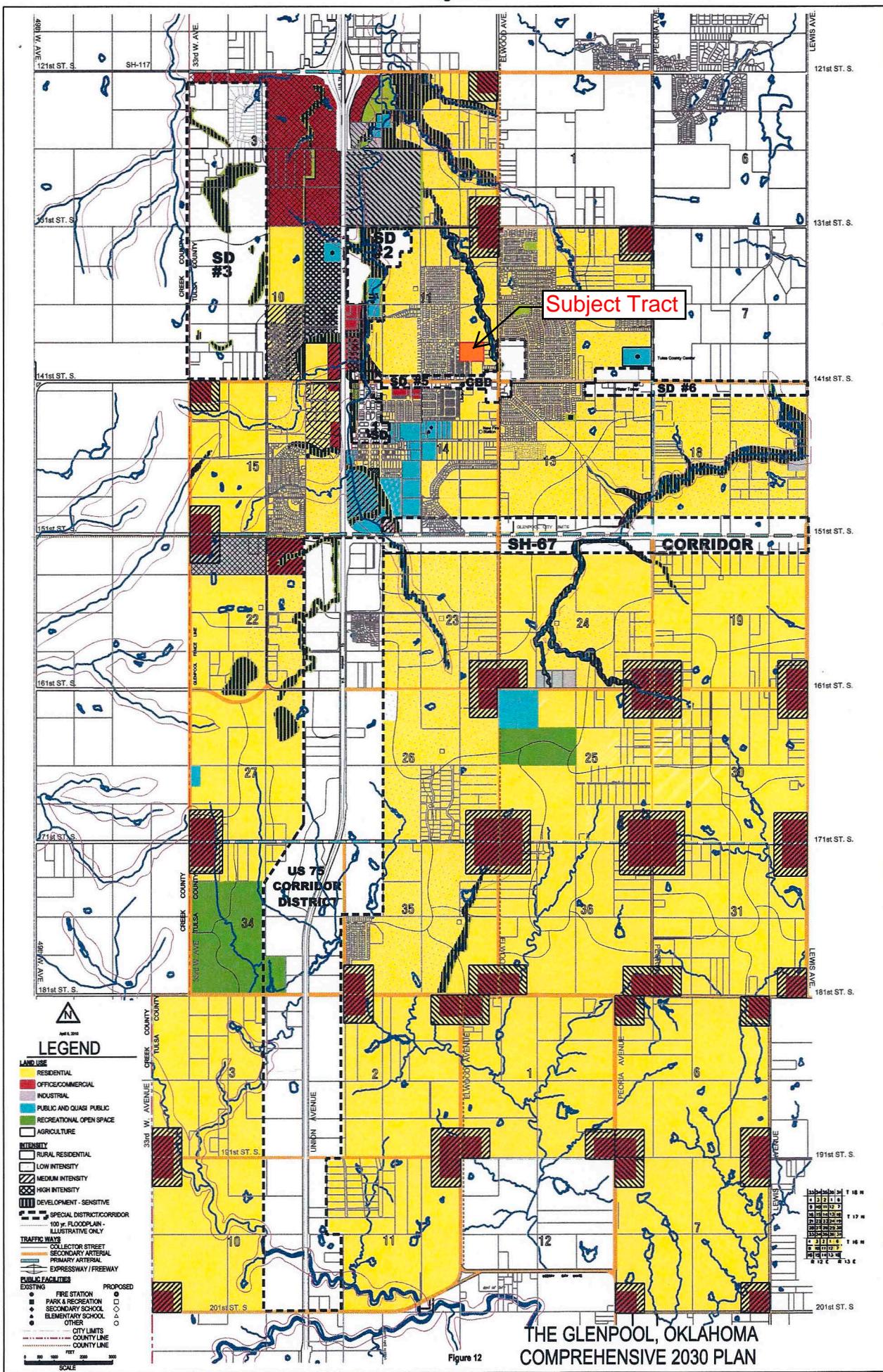


Figure 12



# GLENPOOL COMMUNITY DEVELOPMENT DEPARTMENT

**ZONING**  **PUD**  **PUD AMENDMENT**

12205 S. Yukon Ave, 2<sup>nd</sup> Floor - Glenpool, Oklahoma 74033 - (918) 209-4610 - Fax (918) 209-4611

[www.glenpoolonline.com](http://www.glenpoolonline.com)

## APPLICATION INFORMATION

RECEIVED BY: Plan DATE FILED: 5/4/17 TAC DATE:   HEARING DATE: 6/12/17 CASE NUMBER PUD-37

RES  NON-RES  COMBO RELATED ZONING OR PUD #: \_\_\_\_\_ BUILDING PERMIT APPLICATION NUMBER \_\_\_\_\_

NEIGHBORHOOD ASSOCIATIONS: \_\_\_\_\_

## SUBJECT PROPERTY INFORMATION

ADDRESS OR DESCRIPTIVE LOCATION: 141st Street & Elwood Ave. (NW Quadrant) TRACT SIZE: 12 Acres

LEGAL DESCRIPTION: \_\_\_\_\_ See EXHIBIT "B"

PRESENT USE: Vacant PRESENT ZONING AG S-T-R 1172

## INFORMATION ABOUT YOUR PROPOSAL

PROPOSED NEW ZONING: RS-4 DEV. AREAS AFFECTED BY PUD AMENDMENT: All PUD PROPOSAL ATTACHED  Y  N

PROPOSED USE: Single-family Residential NATURE OF PUD AMENDMENT: \_\_\_\_\_

<b>APPLICANT INFORMATION</b>		<b>PROPERTY OWNER INFORMATION</b>	
NAME <u>The Jenkins Companies, Inc.</u>		NAME <u>Vu Manh Nguyen</u>	
ADDRESS <u>c/o Nathan S. Cross/502 W. 6th Street</u>		ADDRESS <u>14609 S. Nyssa Ct.</u>	
CITY, ST, ZIP <u>Tulsa, OK 74119</u>		CITY, ST, ZIP <u>Glenpool, OK 74033</u>	
DAYTIME PHONE <u>918-587-3161</u>		DAYTIME PHONE	
EMAIL <u>ncross@riggsabney.com</u>		EMAIL	
FAX		FAX	
<b>I, THE UNDERSIGNED APPLICANT, CERTIFY THAT THE INFORMATION ON THIS APPLICATION IS TRUE AND CORRECT.</b>			
SIGNATURE & DATE: <u>st</u>			

DOES OWNER CONSENT TO THIS APPLICATION  Y  N. WHAT IS APPLICANT'S RELATIONSHIP TO OWNER? Under Contract

<b>APPLICATION FEES</b>			
BASE APPLICATION FEE		\$	<u>\$250<sup>00</sup></u>
ADDITIONAL FEE	\$		APPLICATION SUBTOTAL \$
NEWSPAPER PUBLICATION		BILLED LATER	
SIGNS	\$50.00 X 1 = \$	<u>\$ 50<sup>00</sup></u>	
300' PROPERTY OWNERS MAILING & POSTAGE		1.00 + \$ = \$	NOTICE SUBTOTAL \$ <u>75<sup>00</sup></u>
RECEIPT NUMBER:		TOTAL AMOUNT DUE \$ <u>315<sup>00</sup></u>	

APPLICATION FEES IN WHOLE OR PART WILL NOT BE REFUNDED AFTER NOTIFICATION HAS BEEN GIVEN.

## DISPOSITION

PC REC.	COUNCIL ACTION
DATE/VOTE	
ORDINANCE NO.	
PLAT NAME	
PLAT WAIVER <input checked="" type="checkbox"/> Y <input type="checkbox"/> N	

## **NARRATIVE**

The subject property is currently a vacant lot located north of 141<sup>st</sup> Street and west of Elwood Avenue. The property is currently bounded on the west by a platted subdivision of single-family homes zoned RS-3; on the east a commercial parcel zoned CG and a residential parcel zoned AG; on the south by a church development currently zoned AG and platted subdivision consisting of single-family homes currently zoned RS-2; and on the north by vacant land zoned AG. The proposed development on the subject property is a platted subdivision of consisting of thirty-one (31) parcels of single-family homes. As much of the property surrounding the subject property has been developed into either single-family subdivisions or commercial property, the applicant believes that the intensity of the proposed development is consistent with the uses in this area of Glenpool.

As depicted on Exhibit "A" attached, the applicant proposed extending East 139<sup>th</sup> Place South into the subject parcel and connecting with South Ironwood Place. This connection will improve circulation while allowing the applicant to preserve open recreation space for the residents. To help preserve lower density and circulation, the applicant plans to "cap" South Ironwood Street with a cul-de-sac. This will prevent future extension of South Ironwood Street into the proposed development and preserve the open recreation space in Reserve Area A.

The applicant is sensitive to concerns regarding new development and density. To address those concerns, the applicant proposes providing two (2) open recreation spaces and a walking trail to lessen the density of the development and provide additional outdoor space for the residents. Reserve Area A will be house a playground with jungle gym and swings as well as a large open recreation area. Reserve Area B will house a soccer field that will double as an open recreation space as well as an additional large open recreation area.

## **DEVELOPMENT STANDARDS**

### **Residential Development (Excluding Reserve Areas)**

<b>Permitted Use:</b>	Single-family dwelling
<b>Minimum Lot Width:</b>	65 feet
<b>Minimum Lot Area:</b>	6,900 square feet
<b>Minimum Land Area:</b>	8,400 square feet

<b>Maximum Structure Height:</b>	35 feet
<b>Livability Space Per Dwelling Unit:</b>	4,000 square feet

**Setbacks:**

Front:	25 feet
Side:	5 feet and 10 feet
Rear:	20 feet
All other yards abutting street:	15 feet

**Signs:** A maximum of two (2) entry identification signs shall be permitted with a maximum of 64 square feet of display area. Additional signage for amenities will be allowed with a maximum of 16 square feet.

**Reserve Area A**

<b>Permitted Use:</b>	Playground with swing set Open park/play area
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Reserve Area A is approximately 375.13 feet in depth from the new proposed Ironwood Place running northwest to the west boundary of the subject parcel. The southeast portion abutting South Ironwood Place will contain a play area with jungle gym and swing set. The intent of Reserve Area A is to provide additional open recreation areas for the residents of the proposed development. It is also the intent of the applicant that Reserve Area A provide additional open space and reduced density to supplement and enhance the outdoor recreation area of the development and support bulk and area requirements.

**Reserve Area B**

<b>Permitted Use:</b>	Soccer field/open play area 50 foot landscape preservation easement
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Reserve Area B is a detention facility primarily for mitigation of water runoff from the proposed development. As the bottom of Reserve Area B will likely be dry for most of the year, the applicant is proposing to place a raised half-sized soccer field with goals in

Reserve Area B. The intent of adding the soccer field is to provide additional open recreation are for the residents of the proposed development. It is also the intent of the applicant that Reserve Area B provide additional open space and reduced density to supplement and enhance the outdoor recreation area of the development and support bulk and area requirements.

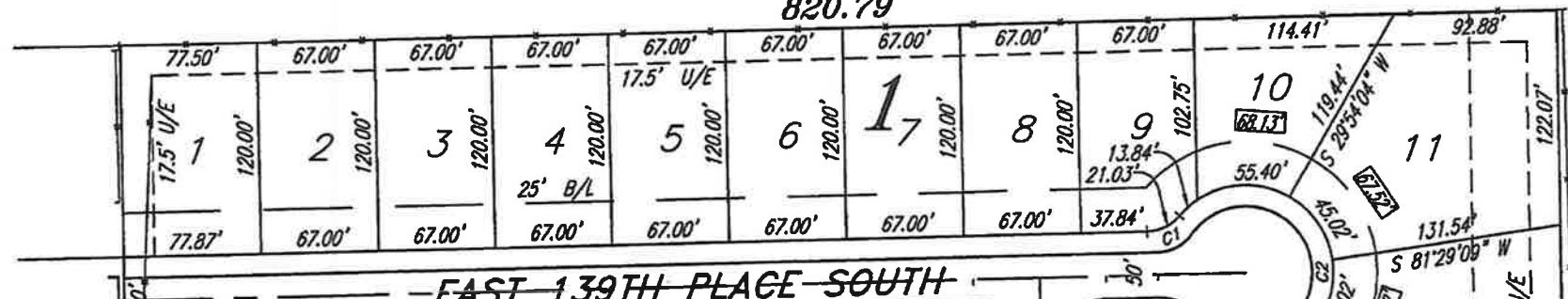
### **Walking Trail**

Due to the unique location of the subject property and the significant setback off of the main arterial into the neighborhood (141<sup>st</sup> Street), the applicant also proposes to construct a walking trail along South Ironwood Place from the development to 141 Street. The intent of this walking trail is to provide additional open recreation space for the residents of the proposed development. It is also the intent of the applicant that the walking trail provide additional open space and reduced density to supplement and enhance the outdoor recreation area of the development and support bulk and area requirements.

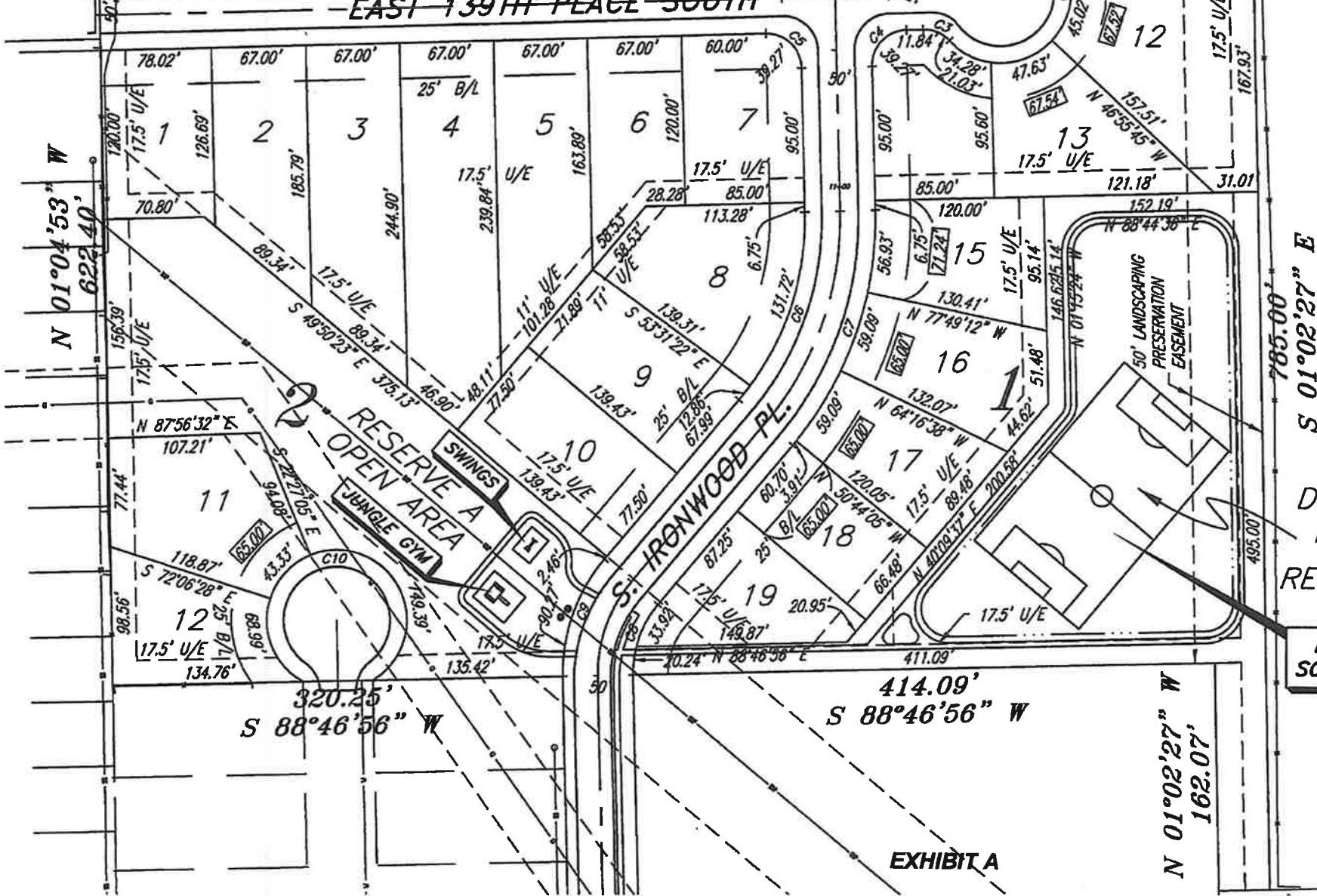
**EXHIBIT "B"**  
**LEGAL DESCRIPTION**

The Southeast Quarter of the Southeast Quarter (SE/4 SE/4), LESS AND EXCEPT the following described parcel, to wit: BEGINNING at the Southeast corner of the Southeast Quarter (SE/4); THENCE North 1320 feet; THENCE West 500 feet; THENCE South 785 feet; THENCE West 36 feet; THENCE North 166.46 feet; THENCE West 411 feet; THENCE South 700 feet; THENCE West 50 feet; THENCE North 700 feet; THENCE West 320.25 feet; THENCE South 700 feet; THENCE East 1320.1 feet; to the POINT OF BEGINNING; all in Section One (1), Township Seventeen (17) North, Range Twelve (12) East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the United States Government Survey thereof.

N  $88^{\circ}44'36''$  E  
820.79'



EAST 139TH PLACE SOUTH



S  $01^{\circ}02'27''$  E

DETENTION  
FACILITY  
RESERVE B

HALF-SIZE  
SOCCER FIELD

N  $01^{\circ}02'27''$  W  
162.07'

414.09'  
S  $88^{\circ}46'56''$  W

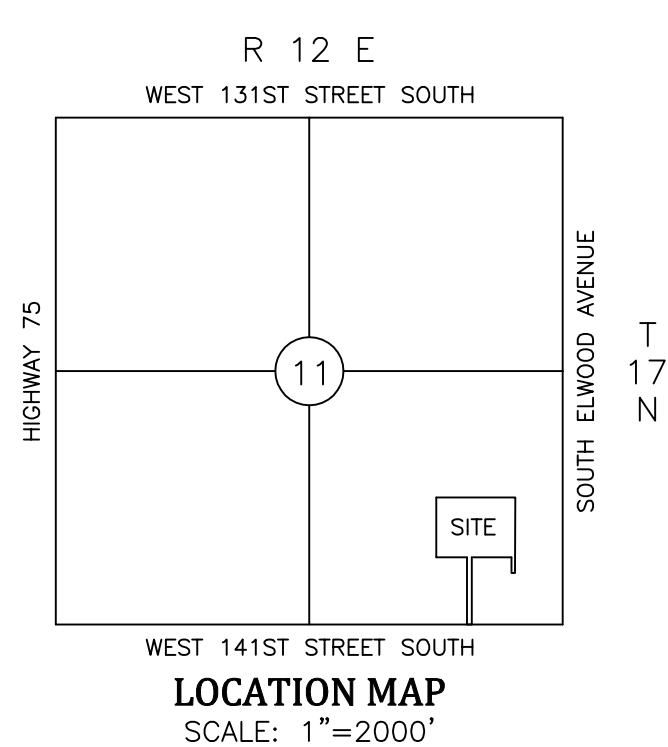
EXHIBIT A

# P.U.D. SITE PLAN

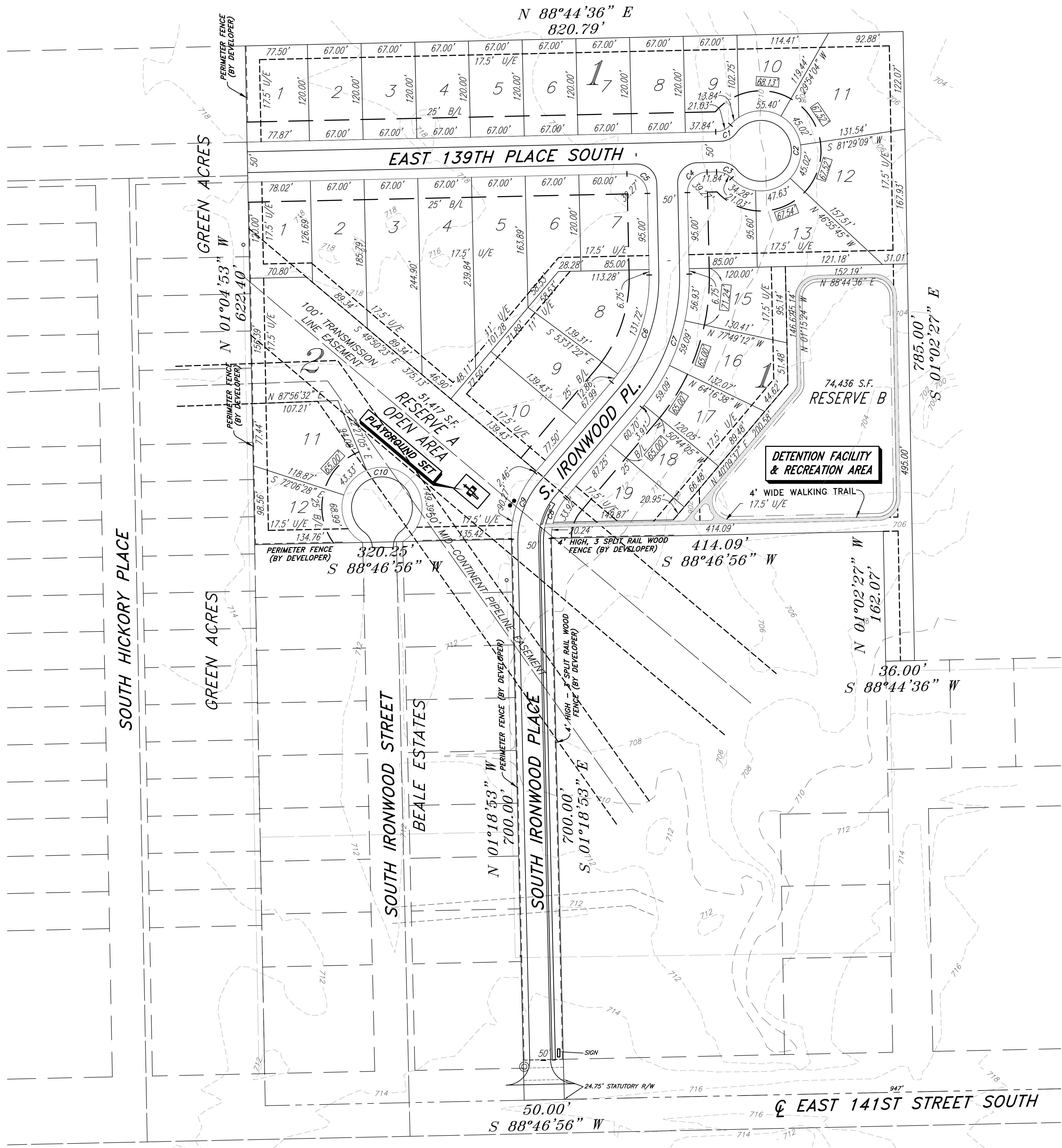
# THE PINES

ENGINEER/SURVEYOR  
TUTTLE & ASSOCIATES, INC.

9718 EAST 55TH PLACE SOUTH  
TULSA, OKLAHOMA 74135  
PHONE: (918) 663-5567  
EMAIL: tuttle-associates@sbcglobal.net  
CERTIFICATE OF AUTHORITY CA 465  
EXPIRATION 6-30-17



12.67 ACRES



NOTES:

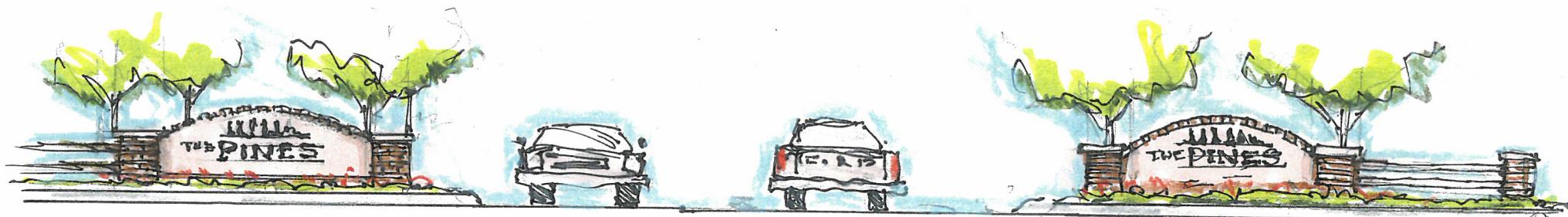
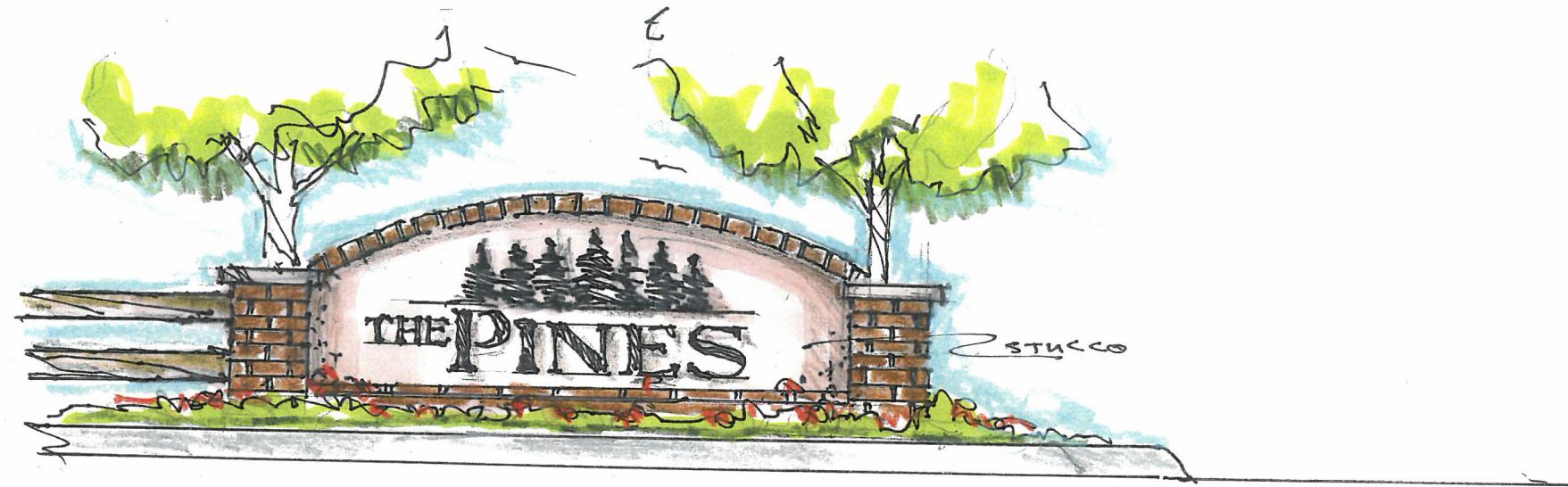
1. THE WALKING TRAIL IN RESERVE AREA "B" IS 4 FEET WIDE CONSTRUCTED OF CRUSHED LIMESTONE 4 INCHES THICK.
2. RESERVE "A" CONTAINS 51,417 SQUARE FEET.
3. RESERVE "B" CONTAINS 74,436 SQUARE FEET.
4. RESERVE AREAS WILL BE OWNED AND MAINTAINED BY THE HOME OWNERS ASSOCIATION (HOA) COMPRISED OF ALL OF THE LOT OWNERS.
5. NO OUTBUILDINGS WILL BE PERMITTED IN THE DEVELOPMENT.
6. THE PLAYGROUND SET SPECIFIED FOR RESERVE "A" SHALL BE A "SUNSHINE FEATURE CASTLE PKG II - DESIGN 45A" MANUFACTURED BY RAINBOW PLAY SYSTEMS, INC., OR APPROVED EQUAL.

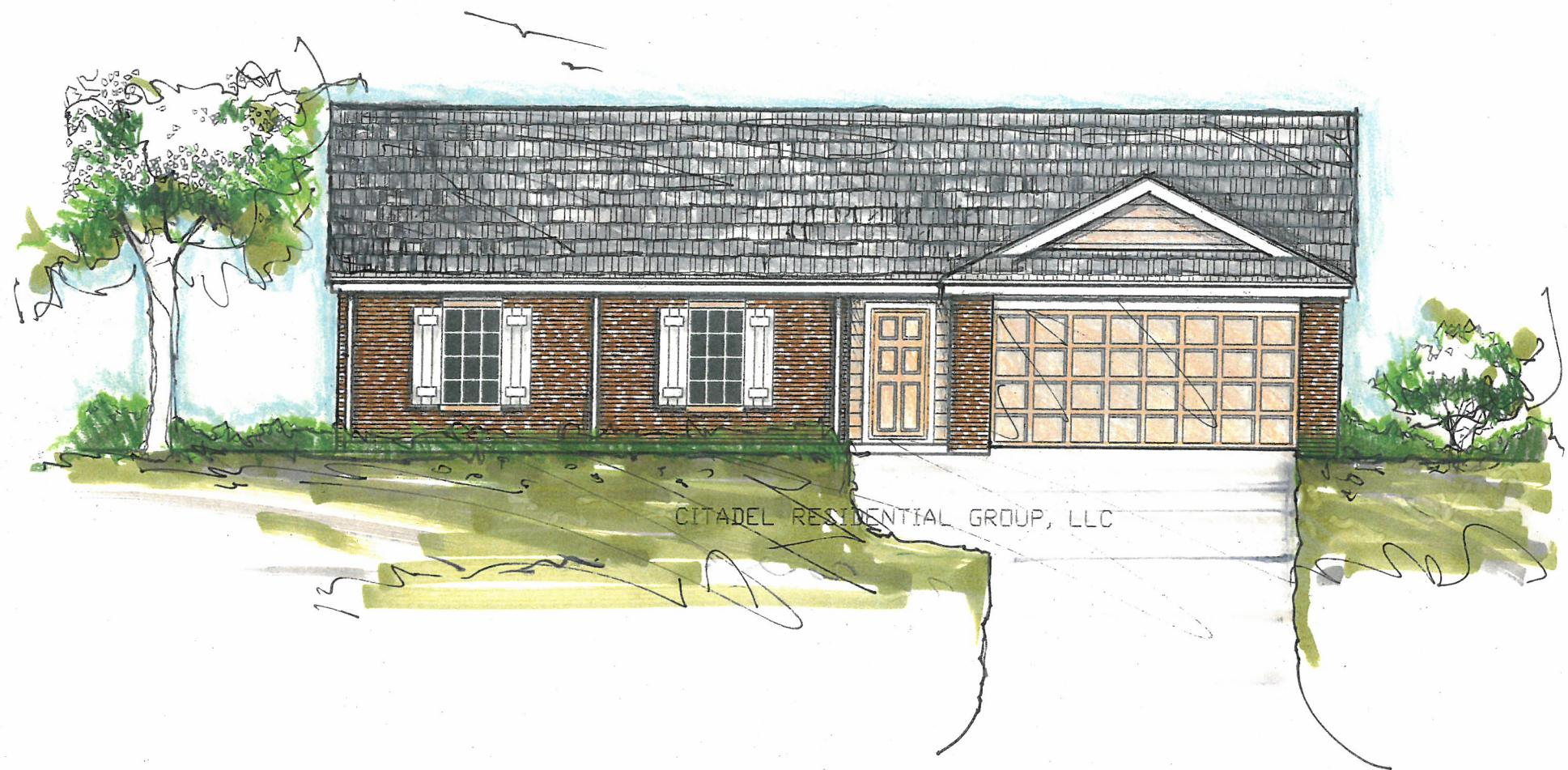


MAILBOX



SIGN

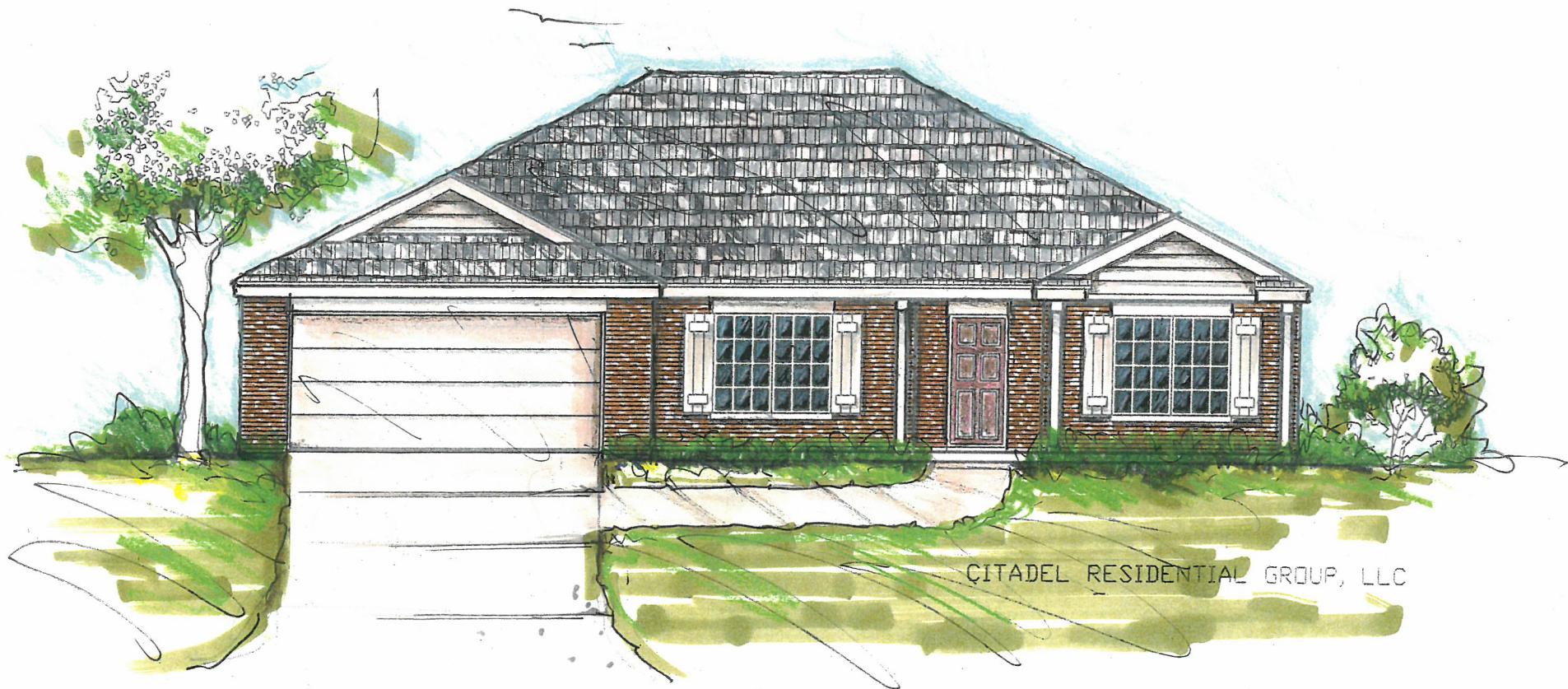




CITADEL RESIDENTIAL GROUP, LLC



CITADEL RESIDENTIAL GROUP, LLC



CITADEL RESIDENTIAL GROUP, LLC



***DECLARATION OF COVENANTS,  
CONDITIONS, AND RESTRICTIONS FOR  
THE PINES***

THIS DECLARATION, made this \_\_\_\_\_ day of July, 2017, by Citadel Residential Group, LLC, an Oklahoma limited liability company hereinafter referred to as "Declarant".

***WITNESSETH:***

***WHEREAS***, Declarant is the owner of certain property in Tulsa County, Oklahoma, which is more particularly described as follows, to-wit:

***ALL OF THE PINES, AN ADDITION TO THE CITY OF GLENPOOL, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF.***

hereinafter referred to as "The Pines"; and

***WHEREAS***, Declarant is presently improving and developing residential lots, together with "Common Areas", as hereinafter defined, within The Pines; and

***WHEREAS***, Declarant may construct or provide on the "Common Areas" a detention facility with soccer field, a private park with playground, walking trails, and landscaped areas for the use and enjoyment of the owners of the lots and dwelling units within The Pines; and

***WHEREAS***, Declarant will convey the lots within The Pines subject to certain covenants, conditions, restrictions, reservations, easements, liens, and charges as hereinafter set forth; and

***NOW, THEREFORE***, Declarant hereby declares that all of the property described above shall be held, mortgaged, sold and conveyed subject to the following covenants, conditions, restrictions, reservations, easements, liens, and charges, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of The Pines. These covenants, conditions, restrictions, reservations, easements, liens, and charges shall run with the real property and shall be binding on all parties having or acquiring any right, title or interest in the described property or any part thereof, and shall inure to the benefit of each owner thereof or any part thereof, their heirs, successors and assigns.

## **ARTICLE I**

### **DEFINITIONS**

1. "Association" shall mean and refer to The Pines Homeowners Association, Inc., an Oklahoma not-for-profit corporation, its successors and assigns.
2. "The Pines" shall mean and refer to that certain real property hereinbefore described.
3. "Common Areas" shall mean those portions, including easements, of The Pines owned or maintained by the Association for the common use and enjoyment of the Owners, together with all improvements which may at any time hereafter be situated thereon including (without limitation) detention ponds, drainage facilities/dams and related improvements, which Common Areas are specifically described as follows:  
  
Reserve Areas as shown on the plat of The Pines, Plat No.  
  
\_\_\_\_\_

as well as the park area and playground equipment located within The Pines for the common use and benefit of all lot owners within The Pines.

4. "Lot" shall mean and refer to a platted lot, block or parcel of land shown upon the recorded plat of The Pines with the exception of the Common Areas.
5. "Member" shall mean and refer to every person or entity who holds membership in the Association.
6. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot situated within The Pines, including contract sellers, but including others having such interest merely as security for the performance of an obligation.
7. "Declarant" shall mean and refer to Citadel Residential Group, LLC, an Oklahoma corporation, its successors and assigns.
8. "Secretary" shall mean and refer to the Secretary of the Association.
9. "Board of Directors" shall mean and refer to the Board of Directors of the Association.
10. "Articles" shall mean and refer to the Articles of Incorporation (including any amendments or changes thereto) pursuant to which the Association, as

hereinabove defined, is or has been formed.

11. "Bylaws" shall mean and refer to the existing Bylaws of the Association, including any amendments or changes thereto.

## **ARTICLE II** **POWERS OF ASSOCIATION AND MEMBERSHIP**

1. **POWERS OF THE ASSOCIATION:** The Association, in addition to all other rights, powers and duties provided herein and as contained in its Articles of Incorporation, shall have all powers, rights and privileges which a not-for-profit corporation organized under the Laws of the State of Oklahoma by law may now or hereafter have to carry out its corporate purposes.
2. **MEMBERSHIP:** Any Owner of a Lot in The Pines, an Addition to the City of Glenpool, Tulsa County, State of Oklahoma, shall automatically become a Member of the Association. The membership of the Association shall be limited to the record Owner, whether one or more persons or entities, of a fee simple title to a Lot situated within The Pines and in any additional property as may be annexed to or merged into the jurisdiction of the Association or allowed to join according to procedures set forth in the Articles or Bylaws, including (without limitation) property owners in future or other phases of The Pines, each to be a separate Addition to the City of Glenpool, Tulsa County, State of Oklahoma, according to their respective recorded plats thereof. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation, other than contract sellers. Membership shall be appurtenant to and may not be separated from ownership of any Lot situated within The Pines. Ownership of a Lot shall be the sole qualification for membership with respect to those property owners in The Pines.

## **ARTICLE III** **VOTING RIGHTS**

1. **VOTING CLASSES:** The Association shall have two classes of voting membership:

Class A: Class A Members shall be all those persons or entities entitled to membership as defined in Article II with the exception of Declarant. After the Turnover Date described below, Class A Members who own a Lot shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership by Article II; provided, however, when two or more persons or entities hold such interest or interests in any Lot, although all of such persons

or entities shall be Members of the Association, the vote for such Lot shall be exercised as they, among themselves, may determine, but in no event shall more than one (1) vote per Lot be cast with respect to any one Lot.

Class B: The Class B Members shall be the Declarant and its assignee builder of the residential structure thereon who does not occupy such structure as his principal residence. The Class B Members shall be entitled to five hundred (500) votes each; provided, that the Class B membership of a particular Class B Member shall cease and be converted to Class A membership on the earlier to occur of:

- (a) the date all Lots in The Pines have been sold by such Class B Member; or
- (b) December 31, 2038; or
- (c) such date as Declarant (in its sole discretion) executes and records with the County Clerk of Tulsa County, Oklahoma, a notice that Declarant has elected to convert the Class B membership to Class A membership.

2. **DECLARANT CONTROL OF ASSOCIATION:** The Declarant, or its designee, shall be in sole and complete legal control of the Association from the inception thereof until such time as the Declarant relinquishes control thereof as set forth herein. The date on which Declarant's rights under this Section 2 shall terminate shall be referred to as the "Turnover Date". The first and all subsequent Boards prior to the Turnover Date shall consist of those persons designated by Declarant. Declarant's rights under this section to designate the members of the Board shall terminate on the first to occur of (a) such time as Declarant no longer holds or controls title to any part of the Property or other lands that have come under the control of the Association as provided for herein, (b) the giving of written notice by Declarant, to the Association's Board, of the Declarant's election to terminate such rights, or (c) ten (10) years from the date of recording hereof. From and after the Turnover Date, the Board shall be constituted and elected as provided in the Association Bylaws. Prior to the Turnover date all of the voting rights of the Owners shall be vested exclusively in Declarant. The Owners, prior to the Turnover Date, shall have no voting rights. Despite having no voting rights at that point in time, such Owners' Lots shall nevertheless be subject to assessment. The Declarant, upon request, shall supply such Owners with an annual accounting or the manner in which collected assessments have been spent.

**ARTICLE IV**  
**PROPERTY RIGHTS**

1. **MEMBERS' EASEMENTS OF ENJOYMENT:** Every Member shall have the nonexclusive right and pedestrian access easement to use and enjoy the Common Areas and all improvements constructed thereon. Such right and easement shall be appurtenant to and shall pass with the title to every Lot within The Pines, subject, however, to the following provisions:
  - (a) The right of the Association to limit the number of guests of Members as well as the volume of noise and any other nuisance which interferes with the peaceful enjoyment of The Pines;
  - (b) Subject to the provisions of Article V hereof, the right of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the Common Areas and facilities and improvements constructed thereon and in aid thereof to mortgage said property, but only upon the prior written consent of the Declarant. In the event such property is so mortgaged, the rights of the Members of the Association hereunder to use and enjoy such Common Area shall be subject and subordinate to the rights of the mortgagee therein.
  - (c) Upon the conversion of all Class B Membership into Class A Membership, the right of the Association to dedicate or transfer all or any part of the Common Area to any governmental body, public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. Such dedication and transfer shall be effective only upon the recording of an instrument signed by Members entitled to cast one-half (1/2) of the votes of the Class A membership in which such Members evidence their agreement to such dedication and transfer, or upon the affirmative, majority vote of the Board of Directors but only after said Board receives written consent from the Declarant;
  - (d) The right of the Association to suspend the voting rights and suspend or terminate the right to use and easement of the Common Area of a Member:
    - (i) with respect to voting rights, for any period during

which any assessment against his Lot remains unpaid; provided, however, the Association shall give written notice to the deficient Member, or

(ii) with respect to use and easement of the Common Area, for any period during which any assessment against his/her Lot remains unpaid or for any infraction of the published rules and regulations of the Association relating to such use.

(e) The right of the Association to prescribe rules and regulations for the use, enjoyment and maintenance of the Common Area.

2. **DELEGATION OF USE OF COMMON AREAS:** Any Member may delegate, in accordance with the Bylaws of the Association, his right to use, but not ownership of his easement right to, the Common Areas and facilities and improvements situated thereon, to his/her family members and guests, and to tenants who reside in The Pines.
3. **TITLE TO THE COMMON AREAS:** The Declarant herein reserves the right and easement to enter upon the Common Areas and construct, repair and maintain improvements therein. Maintenance of the Common Areas shall be borne by the Association; provided, however, in the event the Association fails or refuses to maintain the Common Areas, the Declarant shall have the right, but not the obligation, to maintain the Common Areas in a reasonable manner and the Association shall reimburse the Declarant for such expenses upon demand. The Declarant hereby covenants for itself, its successors and assigns, that it will convey fee simple title to the Common Areas to the Association, subject only to any easements and restrictions of record, either prior to or upon the conversion, in the Declarant's sole discretion, of its Class B membership to Class A membership pursuant to the provisions of Article III. Conveyance of the Common Areas to the Association shall not be refused by the Association.
4. **DAMAGE TO COMMON AREAS:** If, due to the act or omission of any Owner, his/her family, tenants, contract purchasers, guests, licensees or other invitees, the Common Areas are damaged (normal wear and tear excepted) and maintenance, repair or replacement shall be required thereby, then such Owner shall pay for the full cost of such maintenance, repair and replacement as shall be determined by the Association.

## **ARTICLE V** **COVENANT FOR MAINTENANCE ASSESSMENTS**

### **1. CREATION OF LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS:**

Except for annual assessments described in paragraph 3 below, no special assessments shall be assessed against or attach to any Lot owned by Declarant or any builder of the residential structure thereon who does not occupy such structure as his principal residence within The Pines. The Declarant and each builder of the residential structure on any Lot within The Pines who does not occupy such structure as its principal residence shall pay the annual assessment described in Paragraph 3 below. All other Owners of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association their share of:

- (a) annual assessments or charges provided for herein, and
- (b) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided.

If permitted to become delinquent, an annual or special assessment, together with such interest thereon and costs of collection thereof as are hereinafter provided, shall be a lien upon the Lot against which each such assessment is made whether a lien is actually filed of record or not. Each such assessment, together with such interest, costs and reasonable attorneys' fees incurred in collection thereof, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment became due.

### **2. PURPOSE OF ASSESSMENTS:** The assessments levied by the Association shall be used for the purpose of promoting the recreation, health, and welfare of the residents within The Pines and promoting the habitability of residential structures and enhancing property values in any subdivision within The Pines including, but not limited to the improvement and maintenance of the Common Areas and improvements thereon, including (without limitation) ad valorem taxes, drainage ways and easements, driveways, parking areas, fences and walls, and landscaped areas.

3. **ANNUAL ASSESSMENTS:** The annual assessment on any Lot owned by any Owner of a Lot in The Pines (including the Declarant and any builder of the residential structure thereon who does not occupy such structures as its principal residence), commencement of which is provided for in Article V, Section 5, for the first year shall in an amount determined by the Board of Directors to be necessary to adequately maintain and support all Common Areas and shall be due and payable as the Board of Directors shall direct in the annual notice of assessment. The annual assessment on Lots owned by Owners (other than the Declarant and any builder of the residential structure which will not be used by such builder as his primary residence) may be increased by the affirmative vote of the Board of Directors of the Association upon thirty (30) days written notice to such Owners prior to the effective date of such increase. Provided, that any increase in the annual assessment assessed against Lots within The Pines greater than 15% from the previous years' annual assessment amount shall require the affirmative vote of a majority of those Owners of Lots in The Pines who are in attendance (either in person or by proxy) at a special meeting of the Members, duly called and noticed.

Annual and special assessments shall be established at a uniform rate applying such factors as the Board of Directors shall determine appropriate, such as the operating costs of the Association, maintenance of the Common Areas, cost of living increases, enhancement of property values and other equitable factors. Annual assessments paid by the Owners of Lots in The Pines shall be used exclusively for the maintenance and repair of the Common Areas, and for such operating costs of the Association which are related to the operation of the Common Areas and the general operations of the Association.

4. **SPECIAL ASSESSMENT:** In addition to the assessments authorized above, the Association may levy a special assessment for the purpose of defraying, in whole or in part, the costs of any construction or reconstruction, repair or replacement of a capital improvement upon the Common Area or entryways, including the necessary fixtures and personal property related thereto and payment for any expenses deemed necessary and appropriate by the Board of Directors; provided that special assessments against Lots in The Pines shall require the affirmative vote of the Class B Members and one-half (1/2) of the Owners of such Lots who are Class A Members of the Association who are in attendance (in person or by proxy) at a special meeting of the Members of the Association, duly called and noticed; provided, however, the Declarant and any builder of the residential structure thereon who does not occupy such structures as its principal residence who own Lots within The Pines shall not be subject to any Special Assessment.

5. **DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS; DUE DATES:** The annual assessment provided for herein shall commence on date of conveyance of title to that Lot to the Owner of such Lot. Thereafter, the form and means of written notice of the annual assessment shall be established by the Board of Directors. The Association shall upon demand at any time furnish a

certificate in writing signed by an officer of the Association setting forth whether annual and/or special assessments on a specified Lot have been paid. A reasonable charge may be made by the Board for the issuance of those certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

6. **EFFECT OF NONPAYMENT OF ASSESSMENTS; REMEDIES OF THE ASSOCIATION:** Any assessments which are not paid on or before the due date, as prescribed by the Board of Directors of the Association in writing, shall be delinquent and shall constitute a lien on the Lot against which said assessment is made. If the assessment is not paid on or before the due date, the assessment shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum. The Association may take action against the Owner delinquent in the payment of assessments owed to the Association. Such action may include, but is not limited to, demand letters; collection letters from an attorney; actions to enforce a lien filed against the Owner's property; and other actions designated to obtain payment for financial obligation owed by an Owner. In taking these actions, whether one or more, the Association shall be entitled to collect the costs it has incurred in pursuing efforts to obtain payment from a delinquent Owner including, but not limited to, reasonable attorney's fees, whether related to the sending of collection letters, filing of collection lawsuit, or otherwise, court costs, interest and such other expenses as the Association reasonably incurs in pursuing its efforts to collect delinquent assessments from an Owner. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his Lot. Notwithstanding any provision herein to the contrary, this paragraph 6 shall not apply to the Declarant.
7. **SUBORDINATION OF THE LIEN TO MORTGAGES:** The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage now or hereafter placed upon any Lot subject to assessment; provided, however, that such subordination shall apply only to the assessments or installments thereof which have become due and payable prior to the sale of such Lot pursuant to a foreclosure of such mortgage or transfer or conveyance in lieu of such foreclosure. Such sale pursuant to such foreclosure or such transfer or conveyance in lieu of such foreclosure shall not relieve such Lot from liability for any assessments or installments thereof thereafter becoming due or from the lien of any such subsequent assessments or installments.
8. **EXEMPT PROPERTY:** The following property subject to this Declaration shall be exempt from the assessments created herein: (a) all properties or interests therein dedicated to and acceptable by a local governmental body or public authority or conveyed to a public utility; provided, however, in the event of the dedication of an easement to a local governmental body, public authority, or public utility, the underlying servient estate shall not be exempt from assessment; and (b) the Common Area.

## **ARTICLE VI** **USES OF LAND**

1. **LOT USE:** All residential Lots of The Pines shall be used for single-family residential purposes subject to the terms, conditions, and provisions of PUD 37, which are the uses permitted by right or special exception in RS-4 Zoning Districts. No residential Lot shall be used for any business, commercial or manufacturing purpose, and no business or building of any kind whatsoever shall be erected or maintained thereon, except single-family residences. Provided, an Owner may utilize a "home office" for business purposes as long as business visitors, guests, and customers do not visit the Owner's Lot, and commercial vehicles do not regularly deliver supplies or materials and such business activities are conducted in a manner which does not interfere with the peaceful use and enjoyment of surrounding Owners. Provided, however, the Declarant may permit a model home or similar sales office to be implemented and maintained (including a temporary parking lot) by a builder for a fixed time period, at the Declarant's sole discretion. No Lot may be subdivided to accommodate two or more separate owners or dwellings. No structure shall be placed, altered, erected or permitted to remain on any Lot, which exceeds two (2) stories in height. No dwelling not meeting a specific building code identified by the Declarant may be moved onto a Lot. No structure of a temporary character may be used as a residence. No mobile home shall be moved into or be present in The Pines, except that the Declarant or its designee(s) may use a mobile home as a temporary sales office.
  
2. **RESERVE AREAS:** "Reserve Areas", as reflected on the recorded plat of The Pines, shall be used as Common Areas only. The Common Areas have been granted by Declarant as a perpetual easement for the purposes of pedestrian access, open area, roadways, park area and related amenities, and for permitting the flow, conveyance, and discharge of storm water runoff from the Lots within The Pines and subdivisions within The Pines. Drainage facilities constructed in said Common Areas shall be in accordance with standards prescribed by the City of Glenpool and plans and specifications approved by the City Engineer of the City of Glenpool. Said drainage way area and facilities shall be maintained by the Association in accordance with standards prescribed by the City of Glenpool. In the event the Association should fail to adequately and properly maintain said drainage way area and facilities, the City of Glenpool may enter upon said area, perform said maintenance, and the cost of performing said maintenance shall be assessed in the same manner as special assessments against all Members of the Association. All lot owners within each phase of The Pines shall have access to the park areas, soccer fields, walking paths, and playground equipment, within any common area of The Pines. Access by any lot owner within The Pines to a particular common area of The Pines shall be subject not only to membership in the Association, but also to payment of the assessments (including special

assessments) described in Article V hereof.

3. **NUISANCE:** No noxious or offensive activity of any kind shall be carried on upon any Lot or the Common Areas, nor shall anything be done thereon which may be or may become a nuisance or annoyance to the neighborhood. No exterior speaker, horn, whistle, bell, or other sound device, except security and fire devices used exclusively for security and fire purposes, shall be located, used or placed on a Lot. Activities expressly prohibited on Lots are those which may be offensive by reason of odor, fumes, dust, smoke, noise, vision, vibration, or pollution, or which are hazardous by reason of excessive danger, fire, or explosion.
4. **ANIMALS:** No animals, livestock , or poultry of any kind shall be kept on any Lot except for a total of three (3) household, domestic pets and the suckling young of said animals; provided, however, that no more than two (2) adult dogs shall be maintained on any Lot. Excessive barking by any dog shall, in the sole opinion of the Declarant or the majority of the Board of Directors of the Association, be deemed a nuisance and immediately subject the dog to impound and the Owner thereof to a fine levied by the Association in an amount determined by the Association in accordance with its established rules and regulations (not to exceed \$100.00 per day), and/or to such other actions as the Association may determine appropriate. The amount of such fine, if not paid by its due date, shall become a lien upon the Owner's Lot and subject to enforcement and foreclosure as set forth in Article V hereof. Animals shall not be kept, bred or maintained for any commercial purposes. Whenever in the opinion of the Declarant or Board of Directors or authorized committee of the Association, an animal is deemed offensive to surrounding property Owners and/or a nuisance to the public, the Owner of such animal shall remedy such excessive noise or nuisance within forty-eight (48) hours from the date notice (oral or written) is delivered to such Owner by the Declarant or the Association. All animals must be fenced in or kept on a leash. Animal shelters, subject to the rules and regulations of the Association, shall be screened from view from any street unless built in conformity to the requirement for outbuildings herein. No exotic animals shall be permitted on any Lot or the Common Areas; provided, however, domestic pets shall be permitted within the Common Areas subject to the rules and regulations of the Association. Unleashed animals shall not be permitted to roam on the Common Area, any park areas or reserve areas, and at the option of the Declarant or the Association, steps may be taken to control any animals not under the immediate control of their owners, including the right to impound such animals and to charge fees for their return.

5. **MAINTENANCE:** All Lots and improvements thereon , including but not limited to, the residential structure, out building, if any, fences, if any, landscaping and other improvements shall be kept at all times in a neat, attractive, healthful and sanitary condition. All Lots shall be kept free from rubbish, litter and noxious weeds. All structures, landscaping and improvements placed upon any Lot shall be maintained in good condition and repair at all times. Each Lot shall be subject to an easement in favor of Declarant and/or its designees for access to make reasonable grading and repair work, as well as to allow for the free flow of storm water across portions of such Lot; such entry shall be made only at reasonable times and with as little inconvenience as possible to the Owner of the Lot being entered, and with advance notice to such Owner. Such easement shall not permit entry into any residence or garage, and any damage caused to the Lot or adjoining property entered by virtue of use of such easement shall be repaired at the sole expense of the Owner whose property was the object of the repair work. All yard equipment shall be screened from view of neighboring lots, streets, or other property. Maintenance of residential structures and Lots shall also comply with rules and regulations published by the Association, including, but not limited to architectural control requirements; provided, however, the Declarant reserves control over all architectural requirements relating to the construction of all improvements until such time as the Lot or Common Area containing such structure is transferred to an Owner occupant or the Association, respectively. Upon such transfer to an Owner occupant or the Association, as the case may be, no building, residence, fence, wall or other structural or landscaping improvement shall be commenced, erected or maintained upon any of the Lots within The Pines, nor shall any exterior addition to or change or alteration therein, or change in the exterior appearance thereof, or major change in landscaping be made, until such matter is approved in writing by the Association's Board of Directors.
6. **WIND GENERATORS; SOLAR COLLECTORS:** No wind generators or solar collectors shall be installed in/on any of the Common Areas or any other reserve. Further, no wind generators or solar collectors shall be installed on any Lot or residence thereon without the prior written approval of the Declarant or the Association in advance of its installation.
7. **CLOTHES LINES:** The drying of clothes on any Lot in public view is prohibited.
8. **STORAGE:** No outside storage or keeping of building materials, tractors, mowers, equipment, implements or salvage on any Lot shall be permitted; provided , however , building materials may be stored on a Lot for a period of thirty (30) days prior to the start of construction and construction shall be completed within nine (9) months after the pouring of the footing.

9. **WASTE:** No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other wastes. All waste shall be kept in sanitary containers and all equipment for storage or disposal of such material and all Lots shall be kept in a clean, neat and orderly manner which shall be kept on such Lot and stored from public view, until such day as may be designated for collection of such containers or material. All Lots and all easements thereon shall be kept clean, neat and mowed to the street by the Owner of said Lot. All residential waste containers must be removed from the curbside and screened from road way view within twelve (12) hours after refuse collection vehicles empty the containers.
10. **COMPLIANCE WITH LAWS:** Each Owner shall comply with all laws, statutes, ordinances, rules and regulations of Federal , state or municipal governments or authorities,including the municipal codes of the City of Glenpool, and requirements applicable to use, zoning, occupancy of the Lot and premises and maintenance of improvement thereon. Furthermore, the Plat of The Pines and all construction and other activity relative thereto shall be subject to and in conformity with PUD 37 and any supplements or addendums thereto.

## **ARTICLE VII** **ARCHITECTURE, SIZE, MATERIALS,** **PLANS AND SPECIFICATIONS**

1. **PLANS AND SPECIFICATIONS:** A complete set of plans and construction specifications including materials for any structure proposed to be erected must first be submitted to the Declarant and written approval thereof obtained from the Declarant or its agent prior to the commencement of any construction upon each and all of the Lots in The Pines. In addition, unless waived by the Declarant in writing, based on hardship, economic considerations or other reasons which will not interfere with the harmony of design or diminish property values in the neighborhood , the following standards shall apply to all dwellings in The Pines:
  - (a). Dwelling Size. All dwellings shall have a minimum square footage of at least 1,600 square feet.
  - (b). Masonry. All dwellings shall have one hundred percent (100%) of the exterior walls (up to the tops of the windows) thereof comprised of brick ; provided , however , that the area of all windows, the area above and over all windows, covered porches and doors located in the exterior walls shall be excluded in the determination of the area of said exterior walls.

- (c). Garages. All dwellings shall have attached garages suitable for accommodating a minimum of two (2) standard size automobiles. All garages shall be accessed by an overhead garage door. Carports shall not be permitted.
- (d). Patio Roof. All patio roofs shall be an integral part of the residence such that they are contained within the roofline and shall be constructed with the same design, shingle color and materials as the residence.
- (e). Driveways. All driveways into a Lot from any street shall be constructed of concrete and shall not be less than sixteen (16) feet in width.
- (f). Mail boxes. All mail boxes shall be of a uniform structure and color and shall be constructed in accordance with a written plan/diagram and specifications to be approved by Declarant prior to construction.
- (g). Roof Pitch; Materials. Roof pitch shall be a minimum of 6/12 pitch and roof materials shall be Heritage II or comparable composition shingles of equal or better quality, and shall be of such color scheme approved by the Declarant prior to installation.
- (h). Sodding: Landscaping. The front yard of each lot shall be fully sodded upon the completion of the construction of any residence. Each lot shall have a reasonable landscape package in the front yard upon completion of the construction of any residence.
- (i). Heating and Air Conditioning Requirements. All residences in The Pines shall be constructed with central heat and air systems. No portable, window or wall-type heating or air conditioning units shall be permitted.

2. **NO WARRANTY AS TO PLANS:** Notwithstanding anything herein to the contrary, the Declarant shall not be liable for any approval, disapproval or failure to approve any plans or specifications hereunder, and its approval of building plans shall not constitute a warranty of or responsibility for building methods, materials, procedures, structural design, grading, drainage, restrictive covenant compliance or code compliance. The approval, disapproval or failure to approve of any building plans shall not be deemed a waiver of any restrictions, unless the Declarant is herein authorized to grant the waiver

and the Declarant did, in fact, grant the waiver. It is the responsibility of each Lot Owner, and not the Declarant, to insure that such Owner's grantor and/or builder has caused the subject Lot, and all improvements thereto, to be in full compliance with all relevant codes, covenants and restrictions imposed upon The Pines.

3. **SET-BACK LINES AND LOT DIMENSIONS:** No buildings, outbuildings, structures, or parts thereof shall be constructed or maintained on lots nearer to the property lines than the set-back lines provided herein or shown on the accompanying plat. Unless otherwise provided by easement or set-back lines shown on the accompanying plat, the minimum building set-back lines for dwellings or other outbuilding structures shall be:

**Setbacks:**

Front:	25 feet
Side:	5 feet and 10 feet
Rear:	20 feet
All other yards abutting street:	15 feet
<b>Minimum Lot Width:</b>	65 feet
<b>Minimum Lot Area:</b>	7,800 square feet
<b>Minimum Land Area:</b>	8,400 square feet
<b>Maximum Structure Height:</b>	35 feet
<b>Livability Space Per Dwelling Unit:</b>	4,000 square feet
<b>Minimum House Size:</b>	1,600 square feet

The frontage and minimum depth of a Lot shall be as shown on the recorded Plat for The Pines. No building, whether principal or accessory, shall encroach upon any easement. Except as above modified or otherwise set forth in PUD 37, a Lot shall comply with the bulk and area requirements of the RS-4 Residential Single Family District as set forth within the Glenpool Zoning Ordinance.

4. **FENCES:** No front yard fence shall be erected on any Lot closer to any street than the front of the main structure without the prior written approval of the Declarant. Except as described below, all fences shall be six (6) feet in height and made of wood privacy fencing. No fences shall be constructed upon walkways or access easements, which would impair or hinder the intended use thereof. A fence must be erected and well-maintained between each house from the side of the house extending to each respective owner's lot line. Said fence should be installed so as to prevent a view into the back yard of a lot from the street fronting the lot. No fences shall be constructed on overland drainage areas or upon walkway or access easements which would impair or hinder the intended use thereof. Furthermore, wood privacy fences shall, if necessary, be trimmed at the bottom of the fence so as to permit storm water to run under the fence to an area with a lower grade of elevation. Interior Fencing or Walls shall not extend beyond that point nearest the street at each end corner of the residence on the Lot. On corner lots, side yard fences shall be installed and well-maintained, so as to prevent a view into the back yard from the street running along the side of the structure. Side yard fences can be no closer to the street than five (5) feet from the property line for that side yard.
  - (a) The Declarant reserves the right and easement, in its sole discretion, to construct fence of its choosing along the property lines of the Subdivision, which fence shall be maintained by the Association.
  - (b) In the event a side or rear fence is constructed adjacent to a Reserve Area, the Owners of such Lots shall construct a wood rail with attached black coated chain-link fence along such side and/or rear yard(s) which abuts a Reserve.
  - (c) The Declarant, in its sole discretion, reserves the right and easement (but in no event shall be obligated) to construct a fence of its choosing within any Reserve shown on the Plat which shall be maintained by the Homeowners' Association.
  - (d) All other fences shall be a wood privacy except the Declarant may, in its

sole discretion, approve in writing the use of an alternative fencing material on a case by case basis. No barbed wire, meshed or other metal fencing is allowed in any area of the Subdivision. No fence over six feet (6') tall is permitted unless approved by the Declarant in writing. Fences located on exterior sides of corner Lots facing a street shall not extend beyond seven and one-half (7.5') feet from the exterior sidelines and shall be wood privacy fencing.

(e) All fencing shall be approved by the Declarant in writing prior to its construction; provided, however, upon the transfer of a Lot to an Owner occupant, the construction, repair or replacement of any fence and the materials used therefor upon such Lot shall be approved by the Association in writing prior to such construction, repair or replacement. All fences within The Pines shall be neatly maintained by the Owner thereof. The Declarant reserves the right, but shall not be obligated, to enter upon such Lots in order to maintain, repair or stain such fencing in a manner which the Declarant, in its sole discretion, believes to be reasonable and appropriate, and the cost thereof shall be charged back to the Lot Owner as a lien and shall be governed by Article V hereof.

5. **OUTBUILDINGS**: No portable storage or other out buildings are allowed.
6. **ANTENNAE**: No television, radio, or other antennae or reception devices, other than an eighteen (18) inch or smaller television satellite dish, shall be constructed or maintained on any Lot without the written approval of the Declarant. Satellite dishes permitted herein shall be installed and maintained on the backside of the residential structure and shall not be visible from streets in front of said structure.
7. **NOISE POLLUTION**: Each builder of residences on the Lots will cause adequate noise pollution control measures to be incorporated into the design and construction of the single-family residences as may be required by the City of Glenpool, or any other governmental (state or federal) body or agency.

## **ARTICLE VIII** **PARKING, STORAGE, AND EASEMENTS**

1. **VEHICLES, BOATS, RVS**: No vehicle, motorcycle, motor bike, camper, trailer or boat, whether or not operable, (collectively referred to as "Vehicles") shall be kept, parked, stood or stored on any residential lot for more than forty-eight (48) hours during any seventy-two(72) hour period, except in a garage or otherwise completely screened from view of neighboring lots, streets or other property by privacy fencing not to exceed six (6) feet in height. Vehicles shall not be kept, parked or stood on the yard. Residents' Vehicles (or Vehicles under their dominion and control) shall not be parked or stood in any street, nor any other manner which impairs or impedes sidewalk use. It is intended that lot owners keep their respective garages

free from clutter and debris so that garages may be consistently used for the parking and/or storage of Vehicles.

2. **EASEMENTS**: The Declarant reserves for itself, for the Association and for the Owner of each Lot the right to locate, construct, erect and maintain, or cause to be located, constructed, erected and maintained, in and on the areas indicated on the plat as easements, sewer and other pipelines, conduits, poles and wires, and any other method of conducting or performing any quasi-public utility or function above or beneath the surface of the ground with the right of access at any time to the same for the purpose of repair and maintenance. The Owner of any Lot abutting the Common Area and who must, in order to avail himself of utilities, enter and/or cross the Common Area, shall have an easement to do so provided that said Owner shall use the most direct, feasible route in entering upon and crossing said Common Area and shall restore the surface of the Common Area so entered and/or crossed to its original condition at the expense of the said Owner and hold Declarant and Association harmless from any damage caused by such activity, provided, where necessary, for an adjacent Property Owner to enter property to maintain a fence, party wall or other improvement constructed on the boundary of the Owner's Lot, the procedures set forth in Article VI, paragraph 5 above shall apply.
3. **DRAINAGE**: Each Lot shall receive and drain in an unobstructed manner the storm and surface waters from lots and drainage areas of higher elevation and from public streets and easements. No Lot Owner shall construct or permit to be constructed any fencing or other obstructions which would impair the drainage of storm and surface waters over and across their lot. The Declarant expressly reserves the right to enter upon each Lot for the purpose of resolving or curing drainage issues related to adjacent or nearby Lots.

## **ARTICLE IX** **RE-ARRANGING, RE-SUBDIVIDING OR RE-PLATTING**

No re-arranging, re-subdividing or re-platting of The Pines may be done without the prior written consent of the Declarant until such time as it has sold all the Lots, after which consent of the Association shall be required for such action.

## **ARTICLE X** **SIGNS AND BILLBOARDS**

No signs or billboards are allowed on a Lot without the prior written approval of the Declarant; provided that one sign of not more than five (5) square feet advertising the sale or rent of said Lot, or signs of the same size limitation used for the purpose of campaigning for a result in any political election, shall be permitted.

Notwithstanding the foregoing, the Declarant, or its designees, may display such signage as the Declarant, in its sole discretion, deems necessary for the promotion, sales and/or rental of property owned by the Declarant or its designees.

## **ARTICLE XI** **DECLARANT'S RESERVED RIGHTS**

1. **GENERAL:** In addition to any rights or powers reserved to Declarant or granted to Declarant under the provisions of The Pines Deed of Dedication or this Declaration, Declarant shall have the rights and powers set forth in this Article. Anything in this Declaration to the contrary notwithstanding, the provisions set forth in this Article shall govern. If not sooner terminated as provided in this Article, the Declarant's Authority as set forth herein shall terminate and be of no further force and effect from and after such time as Declarant is no longer vested with or controls title to all Lots and/or other property within The Pines, after which the provisions of this Article and the rights and powers of the Declarant shall vest in the Association; provided, however, nothing shall prohibit the Declarant from transferring any of Declarant's rights and/or authority to the Association prior to Declarant being divested of title to all Lots and other property within The Pines, all as Declarant and the Association shall mutually agree by express written agreement.
2. **PROMOTION OF THE PINES:** In connection with the promotion, sale or rental of any improvements upon any property in The Pines: (a) Declarant shall have the right and power, within its sole discretion and for as long as Declarant owns any Lot, to construct such temporary or permanent improvements, or to do such acts or other things in, on or to such property as Declarant may determine to be necessary including, without limitation, the right to construct and maintain model homes, sales or leasing offices, parking areas, advertising signs, lighting and banners, or other promotional facilities at such locations and in such forms as Declarant may deem advisable; and (b) Declarant and its respective guests, agents, prospective purchasers and tenants, shall have the right of ingress, egress and parking in and through, and the right to use and enjoy the Common and reserve areas at any time without fee or charge.
3. **CONSTRUCTION ON PROPERTY WITHIN THE ADDITION:** Declarant is hereby granted the right and power to make such improvements to any property within The Pines as Declarant deems to be necessary or appropriate. Declarant may permit builders and other contractors access to and upon the Common Areas as Declarant may wish and subject to such limitation and condition as Declarant may require. Declarant and its respective agents and contractors shall have the right of ingress, egress and parking on the Common Areas and the right to store construction equipment and materials on the

Common Areas without the payment of any fee or charge whatsoever.

4. **OTHER RIGHTS:** Declarant shall have the right and power to execute all documents and do all other acts and things affecting The Pines which Declarant determines are necessary or desirable in connection with the rights of Declarant under this Declaration, including, but not limited to, the right to designate another entity of the Declarant's choice, including, without limitation, the Association, to assume or exercise the rights herein reserved to the Declarant.

## **ARTICLE XII** **MISCELLANEOUS**

1. **ENFORCEMENT:** The Declarant, Association, or any Owner, whether acting jointly or severally, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration; provided, however, the Declarant and the Association shall not be obligated to enforce any condition, covenant, restriction, reservation, lien or charge through legal proceedings or otherwise. Failure by the Declarant, Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.
2. **REMEDIES:** If any person shall violate or attempt to violate any of the covenants, conditions or restrictions herein, the Declarant, Association and any Owner shall have standing to prosecute any proceedings at law or in equity against the person violating the same to prevent the violation or to recover damages for such violation. In any action brought to enforce any provision hereof against any Owner or third party, the prevailing party shall be entitled to an award of reasonable attorneys' fees, expenses and costs.

3. **VARIANCE:** The Declarant, in its sole and reasonable discretion, shall have the right to grant approvals required by these covenants, conditions and restrictions, and to waive or vary these covenants, conditions and restrictions based upon conditions peculiar to an Owner's particular Lot or circumstances. Until such time as the Declarant has sold all of its Lots in The Pines, the Association shall have the right to grant such approval, waiver or variance upon the prior written consent of the Declarant. Provided, however, any variance granted by the Declarant or the Association shall be in the interest of the Owner requesting such variance, consistent and in harmony with the construction and architectural guidelines and restrictions within The Pines, shall not interfere with the peaceful use and enjoyment of their property by adjoining Lot Owners, and shall not decrease the property values in the neighborhood. Notwithstanding anything herein to the contrary, the Declarant shall have no liability for variances which do not conform to the standards set forth herein, in law or in equity.
4. **CORRECTION ASSESSMENT:** In the event that the Owner of any Lot shall violate any covenant herein, the Board of Directors of the Association or the Declarant shall have the right, upon five (5) days advance notice to the Owner of the Lot where the covenant violation(s) exists, and provided such violation is not corrected within the time period provided for in the notice, to enter upon said Lot and to remedy the violation(s). The cost for curing the violation(s) shall thereupon be assessed against the Lot and shall be a lien on such Lot, which may be enforced and foreclosed as contained in Article V herein.
5. **FLOOD CONTROL AND EASEMENTS:** The flood control and drainage easements which may be granted by Declarant in The Pines are for drainage purposes. It shall be the responsibility of the Owners of the Lots on which such easements are located to maintain such easement for drainage purposes until such time as the governing body exercising jurisdiction elects to assume responsibility for maintenance and improvement of drainage, provided, further, that no obstruction(e.g., no barbecue pits, swimming pools, etc.) trash or other debris shall be placed on or within said easements, nor shall any fill, change of grade, creation of channel, or other work be carried on without permission of the City of Glenpool, Department of Engineering. No grading, scraping, excavation or other re-arranging or puncturing of the surface of any Lot shall be commenced which will or may tend to interfere with, encroach upon or alter, disturb or damage any surface or subsurface utility line, pipe, wire or easement, or which will or may tend to disturb the minimum or maximum sub- surface depth requirement of any utility line, pipe, wire or easement. No obstruction shall be placed on any Lot which would direct storm water onto another Owner's Lot or onto any

Common Area.

6. **NO WAIVER:** The failure of the Declarant, Association, Owner or any grantor, or any successor in title, to enforce any given restriction or covenant, or condition at any time, shall not be deemed to be a waiver or relinquishment of any right or remedy, nor a modification of these restrictions and protective covenants.
7. **SEVERABILITY:** Invalidation of any one of these covenants, restrictions or conditions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.
8. **DISCLAIMER OF WARRANTY:** Except as expressly provided in writing, Declarant makes no warranty , express or implied, regarding The Pines, including (without limitation) any Common Area or improvement therein, the sufficiency of utilities, the storm water management design, the workmanship, design or materials used in every improvement, including without limitation any express or implied warranty of merchantability, habitability, liability, fitness or suitability for any particular purpose or use or any warranty of quality.
9. **BINDING EFFECT; AMENDMENT:** The covenants, conditions and restrictions of this Declaration shall run with and bind the land, and shall be binding upon all parties and all persons claiming under them, and shall inure to the benefit of and be enforceable by the Declarant, Association and the Owner of any Lot subject to this Declaration , their respective legal representatives, heirs, successors, and assigns, for a term of ten (10) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended, in whole or in part, modified, added to or changed at any time during the first ten (10) year period by an instrument signed by the Owners of not less than sixty percent (60%) of the Lots, and thereafter at any time by an instrument signed by the Owners of not less than fifty-one percent (51%) of the Lots. Any amendment must be properly recorded. Notwithstanding the foregoing or anything else herein to the contrary, the Declarant reserves the right to grant variances therefrom in particular cases and further provided that they may be amended as follows:

- (a). **SPECIAL AMENDMENT:** This Declaration may be amended unilaterally by Declarant at any time (i) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule or regulation or judicial determination which shall be in conflict therewith; (ii) if such amendment is required by an

institutional or governmental lender or purchaser of mortgage loans, to enable such lender or purchaser to make or purchase mortgage loans on the property subject to this Declaration; (iii) if such amendment is necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on the property subject to this Declaration; (iv) to correct errors and make clarifications or additions in this Declaration; or (v) to modify or add to the provisions of this Declaration to adequately cover situations and circumstances which Declarant believes, in its reasonable judgment, have not been adequately covered and would not have a material and adverse effect on the marketability of Lots. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Declarant to make or consent to any such amendment on behalf of each Owner. Each deed, mortgage, other evidence of obligation or other instrument affecting a Lot and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and consent to the reservation of, the power to Declarant to make, execute and record such amendments. The right and power of the Declarant to make such amendments hereunder shall terminate at such time as Declarant has sold all of its Lots in The Pines.

(b). **GENERAL AMENDMENTS:** Upon the conversion of all Class B membership into Class A membership, (i) the provisions of this paragraph 9 may be amended only by an instrument executed by all of the Owners; and (ii) any provision relating to the rights of Declarant may be amended only with the written consent of Declarant. No amendment shall be effective until properly recorded. "Owners" shall not be deemed to include mortgagees or other persons holding liens on any lot and such mortgagees and other lienholders shall not be required to join in any amendment to this Declaration.

IN WITNESS HEREOF, the undersigned, being the Declarant herein has hereunto set its hand and seal this \_\_\_\_ day of July, 2017.

Citadel Residential Group, LLC  
an Oklahoma limited liability company

By: \_\_\_\_\_  
Craig Boos, Manager

STATE OF OKLAHOMA    )  
                          ) SS.  
COUNTY OF TULSA    )

Before me, the undersigned, Notary Public, in and for said County and State, on this \_\_\_\_\_ day of July, 2017, personally appeared Craig Boos, to me known to be the identical person who executed the foregoing Declaration of Covenants, Conditions and Restrictions as Manager of Citadel Residential Group, LLC, an Oklahoma limited liability company, and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said Company, for the uses and purposes therein set forth.

WITNESS my hand and seal the day and year above written.

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Notary Public

My Commission Expires:

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**ORDINANCE NO. 739**

**AN ORDINANCE AMENDING ORDINANCE NO. 458, BY REZONING CERTAIN PROPERTY DESCRIBED HEREIN FROM AGRICULTURE DISTRICT (AG) TO RESIDENTIAL SINGLE-FAMILY HIGHEST DENSITY DISTRICT (RS-4), AS RECOMMENDED BY THE PLANNING COMMISSION UNDER APPLICATION GZ-261; AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH**

**WHEREAS**, the City of Glenpool Planning Commission has reviewed Application GZ-261 for a rezone of the property described herein and found that the proposed zone change is consistent with the Glenpool Comprehensive Plan and current zoning patterns and has, therefore, recommended approval of such Application by the City Council; and

**WHEREAS**, the City Council has reviewed said Application and considered the comments of staff, and has concluded that the Council agrees with the findings and recommendation of the Planning Commission.

**THEREFORE, BE IT ORDAINED** by the City Council for the City of Glenpool, Oklahoma:

**SECTION 1:** That the zoning classification of the following described property situated in the City of Glenpool, Tulsa County, State of Oklahoma, *to wit*:

The Southeast Quarter of the Southeast Quarter (SE/4 SE/4), LESS AND EXCEPT the following described parcel, *to wit*: BEGINNING at the Southeast corner of the Southeast Quarter (SE/4); THENCE North 1320 feet; THENCE West 500 feet; THENCE South 785 feet; THENCE West 36 feet; THENCE North 166.46 feet; THENCE West 411 feet; THENCE South 700 feet; THENCE West 50 feet; THENCE North 700 feet; THENCE West 320.25 feet; THENCE South 700 feet; THENCE East 1320.1 feet; to the POINT OF BEGINNING; all in Section One (1), Township Seventeen (17) North, Range Twelve (12) East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the United States Government Survey thereof.

General Location: West of the Northwest corner of 141<sup>st</sup> Street and Elwood Avenue, Glenpool.

Be amended from Agriculture District (AG) to Residential Single-Family Highest Density District (RS-4), contingent upon approval of the required, accompanying Planned Unit Development (PUD-37).

**SECTION 2:** That all ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed.

**PASSED AND APPROVED** by the City Council of the City of Glenpool this 5<sup>th</sup> day of September 2017.

**CITY OF GLENPOOL**

---

Timothy Lee Fox, Mayor

Attest:

---

Susan White, City Clerk

Approved as to Form:

---

Lowell Peterson, City Attorney

**ORDINANCE NO. 740**

**AN ORDINANCE AMENDING ORDINANCE NO. 458, APPROVING PLANNED UNIT DEVELOPMENT NUMBER 37 OVERLAY DISTRICT, AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH**

**WHEREAS**, the City Council of Glenpool has adopted Ordinance No. 739, "An Ordinance Amending Ordinance No. 458, By Rezoning Certain Property Described Herein From Agriculture District (AG) to Residential Single-Family Highest Density District (RS-4), As Recommended by the Planning Commission Under Application GZ-261; and Repealing All Ordinances or Parts of Ordinances in Conflict Herewith," as a necessary prerequisite for approving and adopting this Planned Unit Develop ("PUD") Ordinance No. 740 and

**WHEREAS**, the City of Glenpool Planning Commission has reviewed Application PUD-37 and found that PUD-37 is consistent with the City of Glenpool Comprehensive Plan and Zoning Code, and has, therefore, recommended approval of such Application by the City Council; and

**WHEREAS**, the City Council has reviewed Application for PUD-37 and considered the comments of staff, and has concluded that the Council agrees with the findings and recommendation of the Planning Commission.

**THEREFORE BE IT ORDAINED** by the City Council for the City of Glenpool, Oklahoma:

**SECTION 1:** That the Planned Unit Development Overlay District of the following described property situated in the City of Glenpool, Tulsa County, State of Oklahoma, *to wit*:

The Southeast Quarter of the Southeast Quarter (SE/4 SE/4), LESS AND EXCEPT the following described parcel, *to wit*: BEGINNING at the Southeast corner of the Southeast Quarter (SE/4); THENCE North 1320 feet; THENCE West 500 feet; THENCE South 785 feet; THENCE West 36 feet; THENCE North 166.46 feet; THENCE West 411 feet; THENCE South 700 feet; THENCE West 50 feet; THENCE North 700 feet; THENCE West 320.25 feet; THENCE South 700 feet; THENCE East 1320.1 feet; to the POINT OF BEGINNING; all in Section One (1), Township Seventeen (17) North, Range Twelve (12) East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the United States Government Survey thereof.

General Location: West of the Northwest corner of 141<sup>st</sup> Street and Elwood Avenue, Glenpool.

Be approved as PUD-37 in accordance with all applicable regulations of the City of Glenpool.

**SECTION 2:** That all ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed.

**PASSED AND APPROVED** by the City Council of the City of Glenpool this 5<sup>th</sup> day of September 2017.

**CITY OF GLENPOOL**

---

Timothy Lee Fox, Mayor

Attest:

---

Susan White, City Clerk

Approved as to Form:

---

Lowell Peterson, City Attorney

**TO:** **Glenpool City Council**

**FROM:** **Rick Malone, City Planner**

**DATE:** **September 5, 2017**

**RE:** **GZ-262:** Request from Eric Sack, representing Nightingale Ranch & Farm, LLC. for approval of a Zone Change from AG (Agriculture District) to RE (Residential Estate District) and CS (Commercial Shopping Center District) on the following described property:

A TRACT OF LAND THAT IS PART OF THE SE/4 OF SECTION 13, T-17-N, R-12- E OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, OKLAHOMA, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

**"BEGINNING AT A POINT"** THAT IS THE SOUTHWEST CORNER OF SAID SE/4; THENCE N 01°07 '1011 W ALONG THE WESTERLY LINE OF SAID SW/4 FOR 2644.81 FEET TO A POINT THAT IS THE NORTHWEST CORNER OF SAID SE/4; THENCE N 88°33'26" E ALONG THE NORTHERLY LINE OF SAID SE/4 FOR 249 .21 FEET; THENCE S 39°13 '51" E FOR 2,930.51 FEET; THENCE S 88°35'32" W AND PARALLEL WITH THE SOUTHERLY LINE OF SAID SE/4 FOR 69.67 FEET; THENCE S 01°09'52" E FOR 330.00 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID SE/4; THENCE S 88°35 '22" W ALONG SAID SOUTHERLY LINE FOR 1,988.51 FEET TO THE "POINT OF BEGINNING" OF SAID TRACT OF LAND, LESS AND EXCEPT THE SOUTHERLY 300.00 FEET THEREOF.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 2,730, 032 SQUARE FEET OR 62.6729 ACRES.

**FROM AG (AGRICULTURE DISTRICT) TO RE (RESIDENTIAL ESTATE DISTRICT).**

A 300.00 FOOT WIDE STRIP OF LAND THAT IS PART OF THE SE/4 OF SECTION 13, T-17-N, R-12-E OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, OKLAHOMA, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF, SAID STRIP OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

**"BEGINNING AT A POINT"** THAT IS THE SOUTHWEST CORNER OF SAID SE/4; THENCE N 01°07'10" W ALONG THE WESTERLY LINE OF SAID SW/4 FOR 300.00; THENCE N 88°35'32" E AND PARALLEL WITH THE SOUTHERLY LINE OF SAID SE/4 FOR 1,988.27 FEET; THENCE S 01°09'52" E FOR 300.00 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID SE/4; THENCE S 88°35'22" W ALONG SAID SOUTHERLY LINE FOR 1,988.51 FEET TO THE "POINT OF BEGINNING" OF SAID STRIP OF LAND.

THE ABOVE DESCRIBED STRIP OF LAND CONTAINS 596,516 SQUARE FEET OR 13.6941 ACRES.

**FROM AG (AGRICULTURE DISTRICT) TO CS (COMMERCIAL SHOPPING CENTER DISTRICT).**

**General Location: West of the Northwest corner of 151<sup>st</sup> Street (HWY 67) and Peoria Ave.**

**INTRODUCTION**

This project consists of a request to rezone 62.67 acres from AG to RE and rezone 13 acres from AG to CS. The maximum dwelling units allowed is 95 residential 150 foot-wide with a minimum of .65 acre lots, but the natural beauty of the terrain does not lend itself to that density. The developer has submitted a concept plan for review describing (12) 2-3 Acre Lots and (15) 1-1½ Acre lots with no commercial uses.

The surrounding property is developed as noted below:

- North: RE, mostly vacant large lot single family.
- East: AG, Vacant undeveloped land.
- West: RS-3/AG vacant land.
- South: AG, Vacant undeveloped land, outside the city limits of Glenpool, Tulsa County.

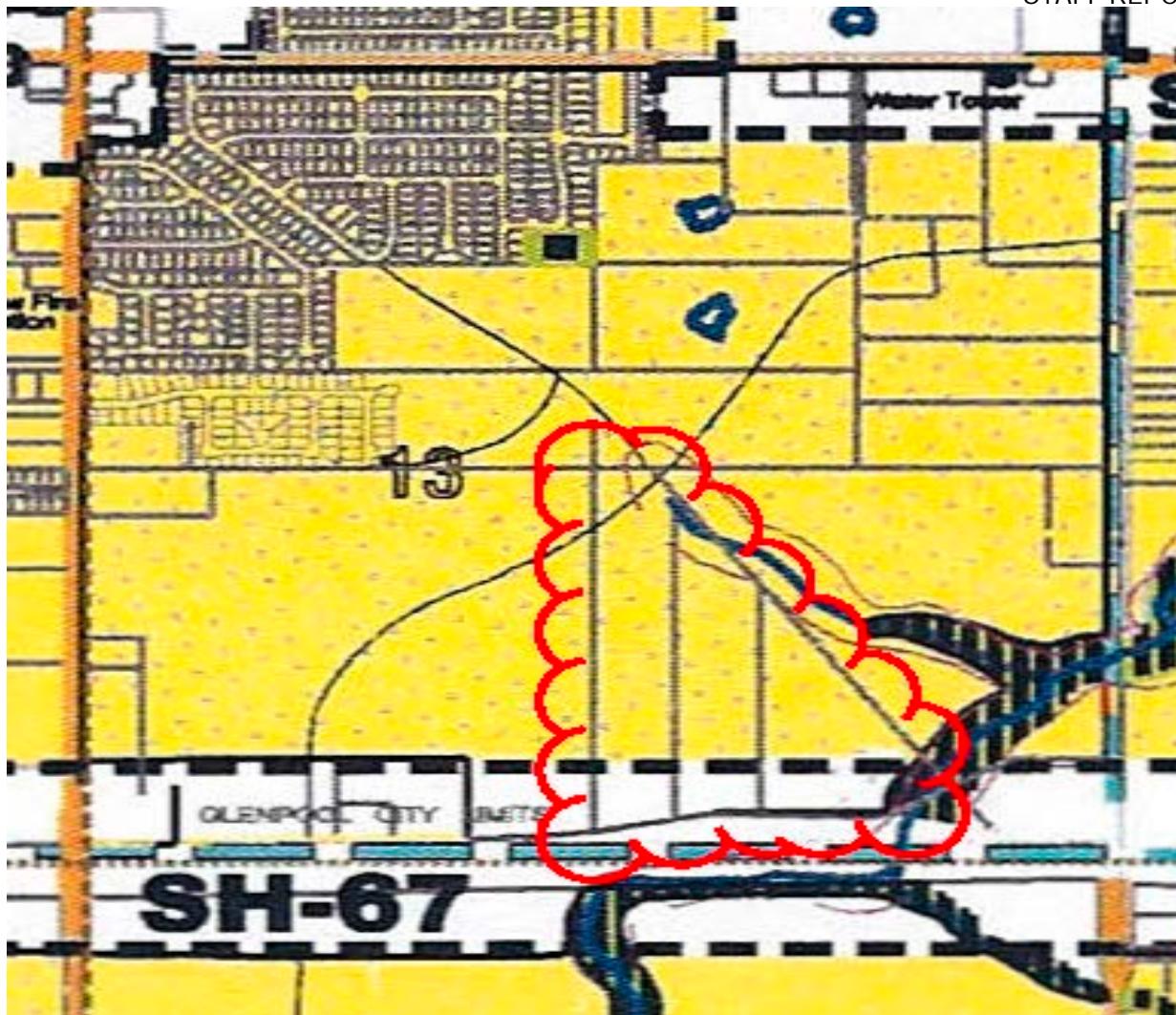
The 2030 Glenpool Comprehensive Plan designates the subject tract as: the south 300 feet as Special District #4 to allow Medium-Intensity development and the remainder of the tract is designated: Low Intensity-Residential uses. The property is currently zoned AG (Agriculture District) and the applicant is requesting an RE/CS for a development of large lot single family residential and commercial uses are found to be in accordance with the Plan Category.

This area is prime for Medium-Intensity development, but will require strict controls on access to and from the highway while consideration is given to the impact of Medium-Intensity development upon adjacent and abutting lands. Shared access points between developments and frontage roads to restrict access from lands abutting SH-67 should also be required. Access across the median should continue to be restricted to only those median cuts that are presently constructed and that will likely be signalized in the future. The criteria for developing in accordance with the 2030 Plan for Special District 4 is as follows:

A. PUDs will be encouraged for Medium-Intensity development to reduce the impact of such zoning and to properly regulate the location of high traffic generators. In no case, shall Medium Intensity zoning exceed a depth of 300 feet from the centerline of SH-67. Proposed PUDs shall include conceptual site plans that demonstrate the compatibility of internal land use relationships. Site plan, sign plan, and landscape plan review and approval by the Glenpool Planning Commission and City Council shall be required prior to issuance of a building permit. Said plans shall be in substantial compliance with the approved provisions of the PUD and shall be in compliance with all other applicable ordinances and regulations of the City of Glenpool, GENERAL INTENSITIES. The 2030 PLAN classifies general land use intensities as follows:

- **Medium Intensity**. Medium Intensity areas are those areas of moderate activity and physical impact. These areas require a high level of accessibility and services and are found at the intersection of arterial streets in Activity Centers. Medium Intensity uses are used as transitional uses between High and Low Intensity areas. Zoning classifications that may be included in these areas include RD, RM-1, OL, OM and **CS**.
- **Low Intensity**. Low Intensity areas are areas of reduced activity characterized as living areas for residential and related activities and uses. Good accessibility and services are necessary. Zoning classifications included in this intensity category are the AG, **RE** and RS districts. Expansion of low intensity residential development is planned to continue in the Coal Creek Drainage Basin and will extend into other watersheds as public utilities are extended.
- RE zoning allows 1.53 units per acre which is considered Low Intensity.
- CS zoning is considered Medium Intensity by the Comp plan.

A Planned Unit Development is designed to permit flexibility that will encourage a more creative approach in the residential development of land and will result in a more efficient use of open area, while maintaining density and area coverage permitted in the general zoning district or districts in which the project is located.

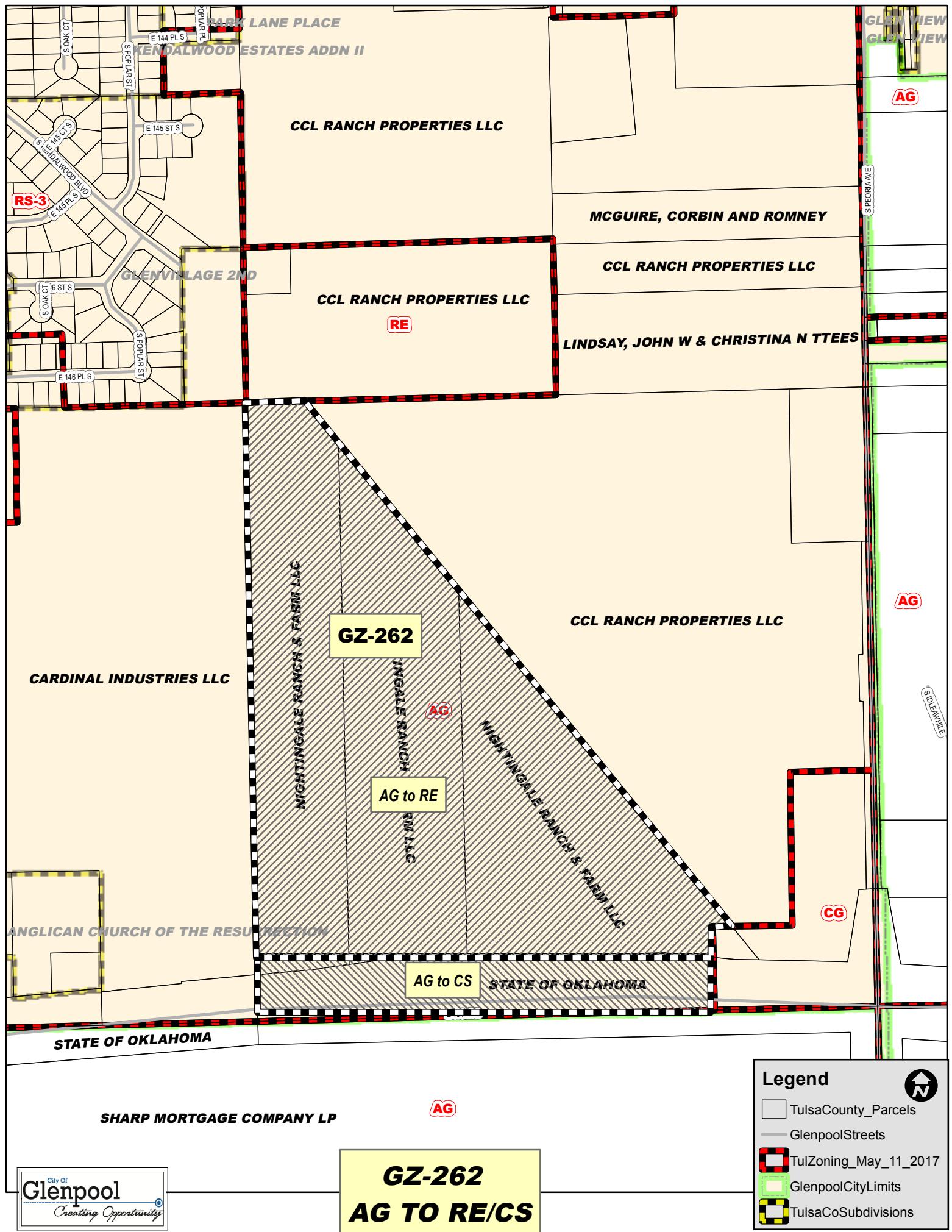


### **STAFF RECOMMENDATION**

The proposed zone change is consistent with the standards of the City of Glenpool Comprehensive Plan and Zoning Code however, the conceptual development plan does not contain commercial uses nor has the applicant submitted a PUD application which is strongly encouraged to be following the 2030 Comprehensive Plan. A PUD application and associated support material should be submitted for this review of the development plan Preliminary/Conditional Final Plat and be consistent with the Sketch Plat that accompanied the request for Planned Unit Development

### **8/14/17 - PLANNING COMMISSION RECOMMENDATION**

After hearing the presentation by the applicant, Ted Sack, PE, and John Lindsey, owner, Chairman Watts asked for any public comments, Questions were asked about how the drainage was to be handled, a subdivision plat would have to be filed later by a civil engineer to work through these issues and at that time the abutting property owners would be notified of the Planning Commission meeting. Staff asked about traffic safety and access to 151st (Hwy 67) Mr. Sack has already talked with ODOT and has preliminary approval. After considering the information given to them, with a vote of 4-0, the Glenpool Planning Commission recommended approval of GZ-262 to the City Council.



## Legend

- TulsaCounty\_Parcels
- GlenpoolStreets
-  TulsaZoning\_May\_11\_2017
-  GlenpoolCityLimits
-  TulsaCoSubdivisions

# CITY OF GLENPOOL PLANNING COMMISSION

ZONING     PUD     PUD AMENDMENT

CASE NUMBER 62-262

12205 S. Yukon Ave - Glenpool, Oklahoma 74033 - (918) 209-4610 - FAX (918) 209-4611

[www.glenpoolonline.com](http://www.glenpoolonline.com)

## APPLICATION INFORMATION

RECEIVED BY: RG DATE FILED: 6/1/17 TAC DATE: \_\_\_\_\_ PC DATE: 7/10/17 CITY COUNCIL DATE: \_\_\_\_\_

RES  NON-RES  COMBO RELATED ZONING OR PUD #: \_\_\_\_\_ BUILDING PERMIT APPLICATION NUMBER: \_\_\_\_\_

[ ] GLENPOOL CITY LIMITS NEIGHBORHOOD ASSOCIATIONS: \_\_\_\_\_

## SUBJECT PROPERTY INFORMATION

ADDRESS OR DESCRIPTIVE LOCATION: 1/3 mile west of Peoria N of SH-67/151st Street TRACT SIZE: 76 Acres ±

LEGAL DESCRIPTION: See attached Legal Description "Rezoning Overall"

PRESENT USE: Vacant PRESENT ZONING: AG

## INFORMATION ABOUT YOUR PROPOSAL

PROPOSED NEW ZONING: RE/CS DEV. AREAS AFFECTED BY PUD AMENDMENT: \_\_\_\_\_ PUD PROPOSAL ATTACHED  Y  N

PROPOSED USE: Residential and Commercial NATURE OF PUD AMENDMENT: \_\_\_\_\_

APPLICANT INFORMATION		PROPERTY OWNER INFORMATION	
NAME <u>Sack and Associates, Inc. / Eric G. Sack, PE, PLS</u>		NAME <u>Nightingale Ranch &amp; Farm, LLC</u>	
ADDRESS <u>3530 E 31st St Ste A</u>		ADDRESS <u>c/o Applicant</u>	
CITY, ST, ZIP <u>Tusla, OK 74135</u>		CITY, ST, ZIP	
DAYTIME PHONE <u>(918) 592-4111</u>		DAYTIME PHONE	
EMAIL <u>eric.sack@sackandassociates.com</u>		EMAIL	
FAX <u>(918) 592-4229</u>		FAX	
I, THE UNDERSIGNED APPLICANT, CERTIFY THAT THE INFORMATION ON THIS APPLICATION IS TRUE AND CORRECT.			
SIGNATURE & DATE: <u>Eric G. Sack</u>		<u>06.02.2017</u>	

DOES OWNER CONSENT TO THIS APPLICATION  Y  N. WHAT IS APPLICANT'S RELATIONSHIP TO OWNER? Agent

APPLICATION FEES			
BASE APPLICATION FEE		\$	<u>400</u>
ADDITIONAL FEE	ACRES x SLIDING FEE	=	\$ <u>0</u>
NEWSPAPER PUBLICATION TO BE BILLED TO APPLICANT		\$	
SIGNS	\$50 X <u>1 = 50</u>	\$	<u>50</u>
300' PROPERTY OWNERS MAILING & POSTAGE		\$1.00 per Name =	\$ <u>60*</u>
RECEIPT NUMBER:			\$ <u>*46609</u>
			<b>TOTAL AMOUNT DUE</b> \$ <u>46609</u>

APPLICATION FEES IN WHOLE OR PART WILL NOT BE REFUNDED AFTER NOTIFICATION HAS BEEN GIVEN.

## DISPOSITION

STAFF RECOMMENDATION:			
PC RECOMMENDATION:	PC ACTION	DATE/VOTE:	
CITY COUNCIL ACTION	DATE/VOTE	ORDINANCE NO:	
PLAT NAME	PLAT WAIVER <input type="checkbox"/> Y <input type="checkbox"/> N		

## PLATTING REQUIREMENT

For the purposes of providing a proper arrangement of streets and assuring the adequacy of open spaces for traffic, utilities, and access of emergency vehicles, commensurate with the intensification of land use customarily incident to a change of zoning, a platting requirement is established as follows:

For any land which has been rezoned to a zoning classification other than AG upon application of a private party or for any land which has been granted a special exception by the Board of Adjustment as enumerated within Use Units 2, 4, 5, 8, and 20, no building permit or zoning clearance permit shall be issued until that portion of the tract on which the permit is sought has been included within a subdivision plat or replat, as the case may be, submitted to and approved by the Planning Commission, and filed of record in the office of the County Clerk where the property is situated. Provided that the Planning Commission, pursuant to their exclusive jurisdiction of subdivision plats, may remove the platting requirement upon a determination that the above stated purposes have been achieved by previous platting or could not be achieved by a plat or replat.

I hereby certify that I have read and understand the above requirements and that I will plat, replat or have the platting requirements waived for the subject property in case number \_\_\_\_\_.

  
\_\_\_\_\_  
Applicant's Signature

June 2, 2017  
\_\_\_\_\_  
Date

Glenpool Planning Commission Case Number: \_\_\_\_\_

- Technical Advisory Committee (TAC) Meeting Date: \_\_\_\_\_ Friday, \_\_\_\_\_ 10:00 a.m.  
Glenpool Community Development Conference Room  
Glenpool City Hall/Conference Center 2<sup>nd</sup> Floor  
12205 South Yukon Ave, Glenpool, Oklahoma 74033
- Glenpool Planning Commission: Date: \_\_\_\_\_ Monday, \_\_\_\_\_ 6:30 p.m.  
Glenpool City Council Chambers  
Glenpool City Hall/Conference Center 3<sup>rd</sup> Floor  
12205 South Yukon Ave, Glenpool, Oklahoma 74033
- Glenpool City Council: Date: \_\_\_\_\_ Monday, \_\_\_\_\_ 7:00 p.m.  
Glenpool City Council Chambers  
Glenpool City Hall/Conference Center 3<sup>rd</sup> Floor  
12205 South Yukon Ave, Glenpool, Oklahoma 74033

**A person knowledgeable of the application and the property must attend the meetings listed above to represent the application.** Site Plans and development proposals should be submitted at the time of application. Photos or renderings may be presented at the hearing.

**LEGAL DESCRIPTION**  
(REZONING OVERALL)

A TRACT OF LAND THAT IS PART OF THE SE/4 OF SECTION 13, T-17-N, R-12-E OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, OKLAHOMA, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

"BEGINNING AT A POINT" THAT IS THE SOUTHWEST CORNER OF SAID SE/4; THENCE N 01°07'10" W ALONG THE WESTERLY LINE OF SAID SW/4 FOR 2644.81 FEET TO A POINT THAT IS THE NORTHWEST CORNER OF SAID SE/4; THENCE N 88°33'26" E ALONG THE NORTHERLY LINE OF SAID SE/4 FOR 249.21 FEET; THENCE S 39°13'51" E FOR 2930.51 FEET; THENCE S 88°35'32" W AND PARALLEL WITH THE SOUTHERLY LINE OF SAID SE/4 FOR 69.67 FEET; THENCE S 01°09'52" E FOR 330.00 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID SE/4; THENCE S 88°35'22" W ALONG SAID SOUTHERLY LINE FOR 1988.51 FEET TO THE "POINT OF BEGINNING" OF SAID TRACT OF LAND.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 3,326,548 SQUARE FEET OR 76.3670 ACRES.

THE BEARINGS USED IN THE ABOVE LEGAL DESCRIPTION ARE BASED ON THE GENERAL WARRANTY DEED RECORDED AS DOCUMENT #2016076228.

THE ABOVE LEGAL DESCRIPTION WAS PREPARED BY ERIC G. SACK, OKLAHOMA LICENSED PROFESSIONAL LAND SURVEYOR NO. 1545, ON MAY 30, 2017. (CA NO. 1783)

**LEGAL DESCRIPTION**  
(REZONING AG TO CS)

A 300.00 FOOT WIDE STRIP OF LAND THAT IS PART OF THE SE/4 OF SECTION 13, T-17-N, R-12-E OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, OKLAHOMA, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF, SAID STRIP OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

"BEGINNING AT A POINT" THAT IS THE SOUTHWEST CORNER OF SAID SE/4; THENCE N 01°07'10" W ALONG THE WESTERLY LINE OF SAID SW/4 FOR 300.00; THENCE N 88°35'32" E AND PARALLEL WITH THE SOUTHERLY LINE OF SAID SE/4 FOR 1988.27 FEET; THENCE S 01°09'52" E FOR 300.00 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID SE/4; THENCE S 88°35'22" W ALONG SAID SOUTHERLY LINE FOR 1988.51 FEET TO THE "POINT OF BEGINNING" OF SAID STRIP OF LAND.

THE ABOVE DESCRIBED STRIP OF LAND CONTAINS 596,516 SQUARE FEET OR 13.6941 ACRES.

THE BEARINGS USED IN THE ABOVE LEGAL DESCRIPTION ARE BASED ON THE GENERAL WARRANTY DEED RECORDED AS DOCUMENT #2016076228.

THE ABOVE LEGAL DESCRIPTION WAS PREPARED BY ERIC G. SACK, OKLAHOMA LICENSED PROFESSIONAL LAND SURVEYOR NO. 1545, ON MAY 30, 2017. (CA NO. 1783)

**LEGAL DESCRIPTION**  
(REZONING AG TO RE)

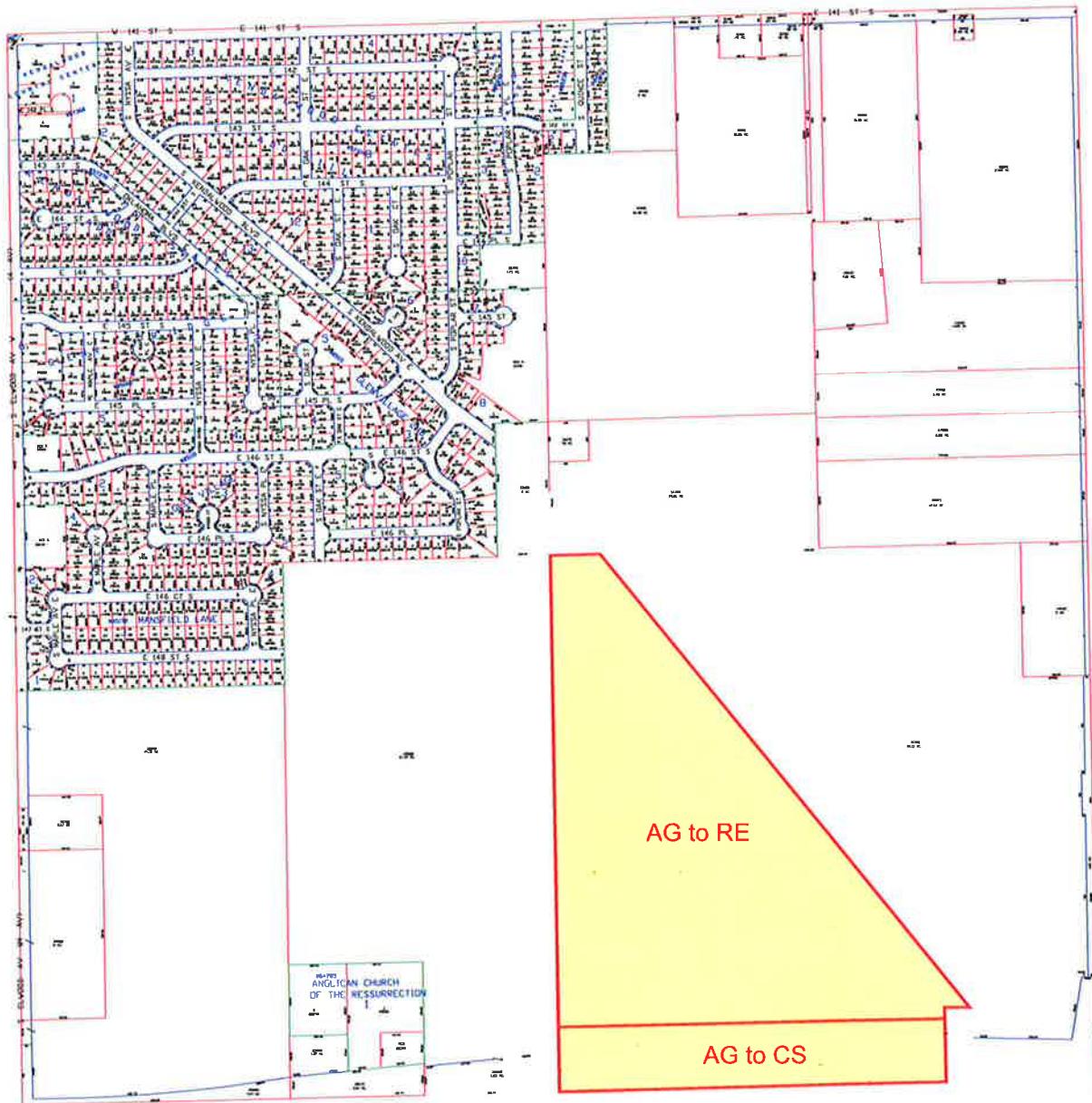
A TRACT OF LAND THAT IS PART OF THE SE/4 OF SECTION 13, T-17-N, R-12-E OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, OKLAHOMA, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

"BEGINNING AT A POINT" THAT IS THE SOUTHWEST CORNER OF SAID SE/4; THENCE N 01°07'10" W ALONG THE WESTERLY LINE OF SAID SW/4 FOR 2644.81 FEET TO A POINT THAT IS THE NORTHWEST CORNER OF SAID SE/4; THENCE N 88°33'26" E ALONG THE NORTHERLY LINE OF SAID SE/4 FOR 249.21 FEET; THENCE S 39°13'51" E FOR 2930.51 FEET; THENCE S 88°35'32" W AND PARALLEL WITH THE SOUTHERLY LINE OF SAID SE/4 FOR 69.67 FEET; THENCE S 01°09'52" E FOR 330.00 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID SE/4; THENCE S 88°35'22" W ALONG SAID SOUTHERLY LINE FOR 1988.51 FEET TO THE "POINT OF BEGINNING" OF SAID TRACT OF LAND, **LESS AND EXCEPT** THE SOUTHERLY 300.00 FEET THEREOF.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 2,730,032 SQUARE FEET OR 62.6729 ACRES.

THE BEARINGS USED IN THE ABOVE LEGAL DESCRIPTION ARE BASED ON THE GENERAL WARRANTY DEED RECORDED AS DOCUMENT #2016076228.

THE ABOVE LEGAL DESCRIPTION WAS PREPARED BY ERIC G. SACK, OKLAHOMA LICENSED PROFESSIONAL LAND SURVEYOR NO. 1545, ON MAY 30, 2017. (CA NO. 1783)



Ken Yazel  
TULSA COUNTY ASSESSOR  
Property lines are subject to change, and other property lines. The property data are produced by a state of Oklahoma and is released to support the transfer of real property. Such data should not be relied upon for surveying, engineering, or other precise applications. The data is not intended for use in creating, maintaining, or updating legal documents or plans.

Common / Tree  
Preservation

(12) 2-3 Acre Lots  
(15) 1-1 1/2 Acre Lots  
Minimal Impact for House Construction  
Common Areas Through Entire Site

Common

Common / Tree  
Preservation

Common / Tree  
Preservation

**ORDINANCE NO. 741**

**AN ORDINANCE AMENDING ORDINANCE NO. 458, BY REZONING CERTAIN PROPERTY DESCRIBED HEREIN FROM AGRICULTURE DISTRICT (AG) TO RESIDENTIAL ESTATE DISTRICT (RE) AND COMMERCIAL SHOPPING CENTER DISTRICT (CS), AS RECOMMENDED BY THE PLANNING COMMISSION UNDER APPLICATION GZ-262; AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH**

**WHEREAS**, the City of Glenpool Planning Commission has reviewed Application GZ-262 for a rezone of the property described herein and found that the proposed zone change is consistent with the Glenpool Comprehensive Plan and current zoning patterns and has, therefore, recommended approval of such Application by the City Council; and

**WHEREAS**, the City Council has reviewed said Application and considered the comments of staff, and has concluded that the Council agrees with the recommendation of the Planning Commission.

**THEREFORE, BE IT ORDAINED** by the City Council for the City of Glenpool, Oklahoma:

**SECTION 1:** That the zoning classification of the following described property, consisting of two (2) parcels and situated in the City of Glenpool, Tulsa County, State of Oklahoma, *to wit*:

**FIRST PARCEL:**

A TRACT OF LAND THAT IS PART OF THE SE/4 OF SECTION 13, T 17 N, R 12 E OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, OKLAHOMA, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT:

"BEGINNING AT A POINT" THAT IS THE SOUTHWEST CORNER OF SAID SE/4; THENCE N 01°07'10" W ALONG THE WESTERLY LINE OF SAID SW/4 FOR 2644.81 FEET TO A POINT THAT IS THE NORTHWEST CORNER OF SAID SE/4; THENCE N 88°33'26" E ALONG THE NORTHERLY LINE OF SAID SE/4 FOR 249.21 FEET; THENCE S 39°13'51" E FOR 2930.51 FEET; THENCE S 88°35'32" W AND PARALLEL WITH THE SOUTHERLY LINE OF SAID SE/4 FOR 69.67 FEET; THENCE S 01°09'52" E FOR 330.00 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID SE/4; THENCE S 88°35'22" W ALONG SAID SOUTHERLY LINE FOR 1988.51 FEET TO THE "POINT OF BEGINNING" OF SAID TRACT OF LAND, LESS AND EXCEPT THE SOUTHERLY 300.00 FEET THEREOF.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 2,730,032 SQUARE FEET OR 62.6729 ACRES.

**FROM AG (AGRICULTURE DISTRICT) TO RE (RESIDENTIAL ESTATE DISTRICT).**

**SECOND PARCEL:**

A 300.00 FOOT WIDE STRIP OF LAND THAT IS PART OF THE SE/4 OF SECTION 13, T 17 N, R 12 E OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, OKLAHOMA, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF, SAID STRIP OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT:

"BEGINNING AT A POINT" THAT IS THE SOUTHWEST CORNER OF SAID SE/4; THENCE N 01°07'10" W ALONG THE WESTERLY LINE OF SAID SE/4 FOR 300.00 FEET; THENCE N 88°35'32" E AND PARALLEL WITH THE SOUTHERLY LINE OF SAID SE/4 FOR 1988.27 FEET; THENCE S 01°09'52" E FOR 300.00 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID SE/4; THENCE S 88°35'22" W ALONG SAID SOUTHERLY LINE FOR 1988.51 FEET TO THE "POINT OF BEGINNING" OF SAID STRIP OF LAND.

THE ABOVE DESCRIBED STRIP OF LAND CONTAINS 596,516 SQUARE FEET OR 13.6941 ACRES.

**FROM AG (AGRICULTURE DISTRICT) TO CS (COMMERCIAL SHOPPING CENTER DISTRICT).**

**General Location of both Parcels: West of the Northwest corner of 151<sup>st</sup> Street (HWY 67) and Peoria Ave, Glenpool.**

**SECTION 2:** That all ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed.

**PASSED AND APPROVED** by the City Council of the City of Glenpool this 5<sup>th</sup> day of September 2017.

**CITY OF GLENPOOL**

---

Timothy Lee Fox, Mayor

Attest:

---

Susan White, City Clerk

Approved as to Form:

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Lowell Peterson, City Attorney

**NOTICE**  
**GLENPOOL UTILITY SERVICE AUTHORITY**  
**REGULAR MEETING**

A Regular Session of the Glenpool Utility Service Authority will begin at 6:00 p.m. immediately following the Glenpool City Council meeting, on Tuesday, September 5, 2017, at Glenpool City Hall, City Council Chambers, 12205 S. Yukon Ave., 3<sup>rd</sup> Floor, Glenpool, Oklahoma.

The following items are scheduled for consideration by the Authority at that time:

**AGENDA**

- A) Call to Order
- B) Roll call, declaration of quorum
- C) Public Works Director Report - Wes Richter, Director of Public Works
- D) Scheduled Business
  - 1) Discussion and possible action to approve minutes from August 7, 2017 meeting.
- E) Adjournment

This notice and agenda was posted at Glenpool City Hall, 12205 S. Yukon Ave., Glenpool, Oklahoma, on \_\_\_\_\_, \_\_\_\_\_ at \_\_\_\_\_ am/pm.

Signed: \_\_\_\_\_  
Clerk



## Public Works Director's Report

September 5, 2017

To: Glenpool Utility Services Authority Board Members,

The following report highlights and summarizes the various activities that are currently being addressed by the Public Works Department.

### Waste Water Treatment Plant:

- Submitted Monthly DMR report to ODEQ.
- 3 sewer backups were reported 2 on customer's side and 1 on city side.
- Received the results on the ERA Lab study results this study is to test our in-house lab equipment to make sure they meet ODEQ standards. We passed
- Submitted the results of the study to ODEQ.

### Water Distribution:

- Meter reading started on August 17<sup>th</sup>.
- Meter reading was completed on August 18<sup>th</sup>.
- There were 177 corrections made before billing went out.
- Total rereads for August were 0.
- 323 Service Orders, 5 Blue tags were issued by the water billing dept.
- 3 New construction meters were set.
- 368 Line locates were issued by call Okie.
- There were 162 turn offs.
- The meter change out project is almost complete. The RG3 crews are finished installing the meters I am currently going through all the numbers with RG3 to make sure everything matches and to make sure any issues and all the training specified in the contract has been completed before I will say that the project is complete.

**MINUTES**  
**GLENPOOL UTILITY SERVICES AUTHORITY**  
**REGULAR SESSION**  
**August 7, 2017**

The Regular Session of the Glenpool Utility Services Authority was held at Glenpool City Hall. Trustees present: Tim Fox, Chairman; Momodou Ceesay, Vice-Chairman; Patricia Agee; Brandon Kearns and Jacqueline Triplett-Lund.

Staff present: Susan White, Trust Secretary; Julie Casteen, Trust Treasurer; and Wes Richter, Director of Public Works. Lowell Peterson, Trust Attorney was absent.

- A) Chairman Fox called the meeting to order at 7:12 p.m.**
- B) Susan White, Secretary called the roll and Chairman Fox declared a quorum present.**
- C) Public Works Director Report - Wes Richter, Director of Public Works**
  - Mr. Richter reviewed the various activities accomplished by the water/wastewater personnel during the previous month.
- D) Scheduled Business:**
  - 1) Discussion and possible action to approve minutes from July 6, 2017 meeting.**  
**MOTION:** Trustee Agee moved, second by Trustee Lund to approve minutes as presented.  
**FOR:** Trustee Lund; Vice-Chairman Ceesay; Chairman Fox; Trustee Agee; Trustee Kearns  
**AGAINST:** None  
**Motion carried.**
  - 2) Discussion and possible action to approve rolling FY 2017 outstanding budget encumbrances (purchase orders) to the FY 2018 Budget.**  
Ms. Casteen, Finance Director requested Board approval to roll over outstanding purchase orders remaining in FY 2017 Budget to FY 2018 Budget.  
**MOTION:** Vice-Chairman Ceesay moved, second by Trustee Agee to authorize Finance Director to roll over outstanding purchase orders to FY 2018 Budget.  
**FOR:** Vice-Chairman Ceesay; Chairman Fox; Trustee Agee; Trustee Kearns; Trustee Lund  
**AGAINST:** None  
**Motion carried.**
- E) Adjournment.**
  - There being no further business, Chairman Fox declared the meeting adjourned at 7:27 p.m.

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Date

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Chairman

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ATTEST:

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Secretary

**NOTICE**  
**GLENPOOL INDUSTRIAL AUTHORITY**  
**MEETING**

A Regular Session of the Glenpool Industrial Authority will begin at 6:00 p.m. immediately following the Glenpool Utility Service Authority meeting, Tuesday, September 5, 2017, at Glenpool City Hall, City Council Chambers, 12205 S. Yukon, 3<sup>rd</sup> Floor, Glenpool, Oklahoma.

The following items are scheduled for consideration by the Authority at that time:

**AGENDA**

- A)** Call to Order.
- B)** Roll call, declaration of quorum.
- C)** Scheduled Business.
- 1)** Discussion and possible action to approve minutes from August 7, and August 21, 2017 meetings.
- D)** Adjournment.

This notice and agenda was posted at Glenpool City Hall, 12205 S. Yukon Ave., Glenpool, Oklahoma, on \_\_\_\_\_, \_\_\_\_ at \_\_\_\_\_ am/pm.

Signed: \_\_\_\_\_

City Clerk

**MINUTES**  
**GLENPOOL INDUSTRIAL AUTHORITY**  
**REGULAR MEETING**  
**August 7, 2017**

The Regular Meeting of the Glenpool Industrial Authority was held at Glenpool City Hall Council Chambers. Trustees present: Timothy Fox, Chairman; Momodou Ceesay, Vice-Chairman; Patricia Agee; Brandon Kearns; and Jacqueline Triplett-Lund.

Staff present: Susan White, Trust Secretary and Julie Casteen, Trust Treasurer. Lowell Peterson, Trust Attorney was absent.

- A) Timothy Fox, Chairman called the meeting to order at 7:28 p.m.**
- B) Susan White, Secretary called the roll and Chairman Fox declared a quorum present.**
- C) Scheduled Business**
  - 1) Discussion and possible action to approve minutes from July 6, 2017 meeting.**  
**MOTION:** Trustee Agee moved, second by Trustee Lund to approve minutes as presented.  
**FOR:** Trustee Lund; Vice-Chairman Ceesay; Chairman Fox; Trustee Agee; Trustee Kearns  
**AGAINST:** None  
**Motion carried.**
  - 2) Discussion and possible action to approve rolling FY 2017 outstanding budget encumbrances (purchase orders) to the FY 2018 Budget.**  
Ms. Casteen, Finance Director requested Board approval to roll over outstanding purchase orders remaining in FY 2017 Budget to FY 2018 Budget.  
**MOTION:** Trustee Kearns moved, second by Trustee Lund to authorize Finance Director to roll over outstanding purchase orders to the FY 2018 Budget.  
**FOR:** Vice-Chairman Ceesay; Chairman Fox; Trustee Agee; Trustee Kearns; Trustee Lund  
**AGAINST:** None  
**Motion carried.**
  - 3) Discussion and possible action to approve proposal from Dewberry Water Works for lake fountain replacement, at a cost not to exceed \$29,235.00.**  
Lea Ann Reed, Conference Center Director recommended Board approval to replace lake fountains. She explained that the fountains have outlived their useful life and are experiencing many maintenance issues. She further explained that the models have been discontinued and parts are no longer available. The proposal presented was for replacement of the two fountains which are currently inoperable. Russ Dewberry from Dewberry Water Works described the features which were available for the fountains in the proposal. Mr. Dewberry offered a five percent discount if the Board would consider replacing all three fountains. The Board considered a third fountain.  
**MOTION:** Trustee Lund moved, second by Trustee Kearns to approve proposal to purchase two new fountains as presented, and direct the Secretary to schedule action for purchase of a third fountain on the next agenda.  
**FOR:** Chairman Fox; Trustee Agee; Trustee Kearns; Trustee Lund; Vice-Chairman Ceesay  
**AGAINST:** None  
**Motion carried.**

4) **Discussion and possible action to approve a supplemental appropriation in the Glenpool Industrial Authority Fund, Conference Center Department to the FY 2018 Budget, Account # 30-6-01-6273, in the amount of \$29,235 for the replacement of two fountains, funded by unrestricted assets.**

Julie Casteen, Treasurer requested Board approval for a supplemental appropriation in the amount of \$29,235 as a result of the fountain purchase in Item 3.

**MOTION:** Vice-Chairman Ceesay moved, second by Trustee Agee to approve supplemental appropriation as recommended.

**FOR:** Trustee Agee Trustee Kearns; Trustee Lund; Vice-Chairman Ceesay; Chairman Fox

**AGAINST:** None

**Motion carried.**

**D) Adjournment**

- There being no further business, Chairman Fox declared the meeting adjourned at 7:48 p.m.

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Date

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Chairman

ATTEST:

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Secretary

**MINUTES**  
**GLENPOOL INDUSTRIAL AUTHORITY**  
**SPECIAL SESSION**  
**August 21, 2017**

The Special Session of the Glenpool Industrial Authority was held at Glenpool City Hall Council Chambers. Trustees present: Timothy Fox, Chairman; Momodou Ceesay, Vice Chairman; Patricia Agee; Brandon Kearns; and Jacqueline Triplett-Lund.

Staff present: Lowell Peterson, Trust Attorney; Susan White, Interim City Manager/Trust Secretary; and Lea Ann Reed, Conference Center Director.

- A) Timothy Fox, Chairman called the meeting to order at 6:59 p.m.**
- B) Susan White, Secretary called the roll and Chairman Fox declared a quorum present.**
- C) Scheduled Business**

**1) Discussion and possible action to approve proposal from Dewberry Water Works for third lake fountain replacement, at a cost not to exceed \$ 11,164.00.**

Lea Ann Reed, Conference Center Director presented a proposal for a third lake fountain replacement as a follow up to the Board's request during the August 7, 2017 meeting. Ms. Reed noted the replacement cost is actually \$12,625.50 and the motion should reflect that, however the net difference to the Budget will be \$11,164.00 because it includes a five percent discount applied by the vendor Dewberry Water Works for the purchase of all three fountains (two were authorized on August 7, 2017).

**MOTION:** Trustee Lund moved, second by Trustee Agee to approve purchase of third lake fountain at a cost not to exceed \$12,625.50.

**FOR:** Trustee Lund; Vice Chairman Ceesay; Chairman Fox; Trustee Agee; Trustee Kearns

**AGAINST:** None

**Motion carried.**

**2) Discussion and possible action to approve a supplemental appropriation in the Glenpool Industrial Authority Fund, Conference Center Department to the FY 2018 Budget, Account # 30-6-01-6273, in the amount of \$ 11,164.00 for the replacement of one fountain, funded by unrestricted assets.**

**MOTION:** Trustee Lund moved, second by Trustee Agee to approve a supplemental appropriation in the amount of \$11,164.00, as presented.

**FOR:** Vice Chairman Ceesay; Chairman Fox; Trustee Agee; Trustee Kearns; Trustee Lund

**AGAINST:** None

**Motion carried.**

**D) Adjournment**

- There being no further business, Chairman Fox declared the meeting adjourned at 7:04 p.m.

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Date

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Chairman

ATTEST:

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Secretary

**NOTICE**  
**GLENPOOL AREA EMERGENCY MEDICAL SERVICE DISTRICT**  
**REGULAR MEETING**

A Regular Session of the Glenpool Area Emergency Medical Service District will begin at 6:00 p.m. immediately following the Glenpool Industrial Authority meeting, Tuesday, September 5, 2017, at Glenpool City Hall, City Council Chambers, 12205 S. Yukon Ave., 3<sup>rd</sup> Floor, Glenpool, Oklahoma.

The following items are scheduled for consideration at that time:

**AGENDA**

- A)** Call to Order
- B)** Roll call, declaration of quorum
- C)** EMS Report - Brian Cook, Director of Operations, Mercy Regional EMS
- D)** District Administrator Report - Susan White, Adm., Sec.
- E)** Scheduled Business
  - 1) Discussion and possible action to approve minutes from August 7, 2017 meeting.
  - 2) Discussion and possible action to approve purchase order(s) and receipts register totaling \$20,959.80.  
(Julie Casteen, Treasurer)
- F)** Adjournment.

This notice and agenda was posted at Glenpool City Hall, 12205 S. Yukon Ave., Glenpool, Oklahoma on \_\_\_\_\_, \_\_\_\_\_ at \_\_\_\_\_ am/pm.

Signed: \_\_\_\_\_  
District Administrator/Secretary



Brian Cook  
Director of Operations  
PO Box 2398  
Owasso, OK 74055  
Office: 918.609.5827  
Email: [bcook@mercy-regional.com](mailto:bcook@mercy-regional.com)

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To: Honorable Chair and GEMS Board Members  
  
From: Brian Cook, Chief of Operations  
  
Date: August 31, 2017  
  
Ref: EMS Report August 1, 2017 – August 30, 2017

Mercy Regional EMS logged 124 calls for service during this time frame.

73 patients were transported  
23 patients refused transport  
9 calls required mutual aid  
8 calls were cancelled  
6 calls were mutual aid given  
2 were lift assists  
1 call was no patient found  
1 DOA  
1 False Medical Alarm  
1 Scene Standby

Response times have improved since last report. We were late for one call due to crew not hearing the radio. When we first started, we installed speakers in the bay area where the ambulances are parked. We had a neighbor complain about the noise so a previous manager disconnected the speaker. Call 17-9689 on 08/28/2017 was dispatched while the crew was out checking their ambulance and they didn't hear the radio. The crews were told to leave their truck radio on or have their portable radio with them while in the bay. We are going to re-connect the speaker and try to turn the volume down so we can hear it but it doesn't bother our neighbor.

Brian Cook,  
Chief of Operations

CRun	Call Date	Pick Up Location	Destination	Dispatched	En Route	On Scene	Transport	Arrived	Clear	Response Time	Unit
17-8605	8/1/2017 19:56	EMERGENCY SCENE	ST. FRANCIS SOUTH	8/1/2017 19:56	8/1/2017 19:57	8/1/2017 20:02	8/1/2017 20:37	8/1/2017 20:56	8/1/2017 21:29	00:05:20	MEDIC 401
17-8638	8/2/2017 18:25	EMERGENCY SCENE	ST. FRANCIS TULSA	8/2/2017 18:27	8/2/2017 18:27	8/2/2017 18:29	8/2/2017 18:59	8/2/2017 19:21	8/2/2017 19:46	00:04:29	MEDIC 401
17-8640	8/2/2017 18:33	EMERGENCY SCENE			8/2/2017 18:33						MUTUAL AID RECEIVED
17-8661	8/3/2017 08:28	EMERGENCY SCENE	CANCELLED BY PD OR OTHER SERVICE	8/3/2017 08:29	8/3/2017 08:29	8/3/2017 08:34	8/3/2017 08:49	8/3/2017 08:49	8/3/2017 08:49	00:06:03	MEDIC 401
17-8670	8/3/2017 11:33	EMERGENCY SCENE	HILLCREST MEDICAL CENTER	8/3/2017 11:34	8/3/2017 11:34	8/3/2017 11:38	8/3/2017 11:54	8/3/2017 12:07	8/3/2017 12:29	00:04:52	MEDIC 401
17-8723	8/4/2017 12:35	EMERGENCY SCENE	SIGNED PATIENT REFUSAL	8/4/2017 12:35	8/4/2017 12:37	8/4/2017 12:39	8/4/2017 13:05	8/4/2017 13:05	8/4/2017 13:05	00:04:25	MEDIC 401
17-8725	8/4/2017 13:14	EMERGENCY SCENE	HILLCREST MEDICAL CENTER	8/4/2017 13:15	8/4/2017 13:16	8/4/2017 13:19	8/4/2017 13:36	8/4/2017 13:58	8/4/2017 14:17	00:04:23	MEDIC 401
17-8739	8/4/2017 20:19	EMERGENCY SCENE	ST. FRANCIS TULSA	8/4/2017 20:19	8/4/2017 20:22	8/4/2017 20:27	8/4/2017 20:38	8/4/2017 21:03	8/4/2017 21:16	00:07:49	MEDIC 401
17-8740	8/4/2017 20:40	EMERGENCY SCENE	UNK	8/4/2017 20:40							MUTUAL AID RECEIVED
17-8743	8/4/2017 22:15	EMERGENCY SCENE	ST. JOHN SAPULPA	8/4/2017 22:15	8/4/2017 22:16	8/4/2017 22:17	8/4/2017 22:36	8/4/2017 22:46	8/4/2017 22:59	00:02:12	MEDIC 401
17-8749	8/5/2017 02:59	EMERGENCY SCENE	SIGNED PATIENT REFUSAL	8/5/2017 02:59	8/5/2017 03:05	8/5/2017 03:08	8/5/2017 03:18	8/5/2017 03:18	8/5/2017 03:18	00:08:59	MEDIC 401
17-8750	8/5/2017 06:19	EMERGENCY SCENE	ST. FRANCIS TULSA	8/5/2017 06:19	8/5/2017 06:24	8/5/2017 06:34	8/5/2017 06:57	8/5/2017 07:07	8/5/2017 07:55	00:07:55	MEDIC 401
17-8751	8/5/2017 06:32	EMERGENCY SCENE	UNK	8/5/2017 06:32							MUTUAL AID RECEIVED
17-8762	8/5/2017 14:58	EMERGENCY SCENE	HILLCREST MEDICAL CENTER	8/5/2017 14:59	8/5/2017 14:59	8/5/2017 15:00	8/5/2017 15:39	8/5/2017 15:56	8/5/2017 15:59	00:02:26	MEDIC 401
17-8763	8/5/2017 14:58	EMERGENCY SCENE	SIGNED PATIENT REFUSAL	8/5/2017 14:59	8/5/2017 14:59	8/5/2017 15:00	8/5/2017 15:40	8/5/2017 15:40	8/5/2017 15:40	00:02:26	MEDIC 401
17-8764	8/5/2017 14:58	EMERGENCY SCENE	SIGNED PATIENT REFUSAL	8/5/2017 14:59	8/5/2017 14:59	8/5/2017 15:00	8/5/2017 15:41	8/5/2017 15:41	8/5/2017 15:41	00:02:26	MEDIC 401
17-8775	8/5/2017 22:00	EMERGENCY SCENE	NO PATIENT FOUND		8/5/2017 22:00	8/5/2017 22:01	8/5/2017 22:04	8/5/2017 22:13	8/5/2017 22:13	00:09:33	MEDIC 401
17-8787	8/6/2017 09:44	EMERGENCY SCENE	ST. FRANCIS TULSA	8/6/2017 09:45	8/6/2017 09:46	8/6/2017 09:50	8/6/2017 10:08	8/6/2017 10:29	8/6/2017 10:44	00:06:01	MEDIC 401
17-8788	8/6/2017 10:10	EMERGENCY SCENE	MUTUAL AID	8/6/2017 10:11							MUTUAL AID RECEIVED
17-8789	8/6/2017 10:37	EMERGENCY SCENE	MUTUAL AID	8/6/2017 10:44							MUTUAL AID RECEIVED
17-8815	8/7/2017 10:28	EMERGENCY SCENE	ST. JOHN TULSA	8/7/2017 10:28	8/7/2017 10:30	8/7/2017 10:33	8/7/2017 10:53	8/7/2017 11:41	8/7/2017 11:41	00:05:12	MEDIC 401
17-8833	8/7/2017 14:51	EMERGENCY SCENE	ST. FRANCIS TULSA	8/7/2017 14:52	8/7/2017 14:52	8/7/2017 14:59	8/7/2017 16:03	8/7/2017 16:20	8/7/2017 16:36	00:08:14	MEDIC 401
17-8844	8/7/2017 23:26	EMERGENCY SCENE	ST. FRANCIS SOUTH	8/7/2017 23:26	8/7/2017 23:26	8/7/2017 23:31	8/7/2017 23:48	8/8/2017 00:10	8/8/2017 00:31	00:05:03	MEDIC 401
17-8847	8/8/2017 01:37	EMERGENCY SCENE	ST. JOHN SAPULPA	8/8/2017 01:37	8/8/2017 01:38	8/8/2017 01:44	8/8/2017 02:06	8/8/2017 02:18	8/8/2017 02:38	00:06:57	MEDIC 401
17-8851	8/8/2017 06:13	EMERGENCY SCENE	ST. FRANCIS TULSA	8/8/2017 06:13	8/8/2017 06:16	8/8/2017 06:20	8/8/2017 06:37	8/8/2017 06:59	8/8/2017 07:22	00:07:12	MEDIC 401
17-8865	8/9/2017 11:55	EMERGENCY SCENE	SIGNED PATIENT REFUSAL	8/8/2017 11:57	8/8/2017 11:57	8/8/2017 12:00	8/8/2017 12:45	8/8/2017 12:45	8/8/2017 12:45	00:05:49	MEDIC 401
17-8867	8/9/2017 12:07	EMERGENCY SCENE	MEDICAL ALARM FALSE	8/8/2017 12:07							MUTUAL AID RECEIVED
17-8880	8/9/2017 16:41	EMERGENCY SCENE	SIGNED PATIENT REFUSAL	8/8/2017 16:42	8/8/2017 16:42	8/8/2017 16:46	8/8/2017 17:09	8/8/2017 17:09	8/8/2017 17:09	00:04:54	MEDIC 401
17-8892	8/9/2017 02:58	EMERGENCY SCENE	ST. JOHN TULSA	8/9/2017 03:00	8/9/2017 03:03	8/9/2017 03:12	8/9/2017 03:31	8/9/2017 03:45	8/9/2017 04:08	00:14:08	MUTUAL AID GIVEN
17-8900	8/9/2017 10:35	EMERGENCY SCENE	ST. JOHN TULSA	8/9/2017 10:35	8/9/2017 10:36	8/9/2017 10:38	8/9/2017 10:59	8/9/2017 11:14	8/9/2017 11:34	00:02:57	MEDIC 401
17-8913	8/9/2017 13:46	EMERGENCY SCENE	SIGNED PATIENT REFUSAL	8/9/2017 13:47	8/9/2017 13:49	8/9/2017 13:49	8/9/2017 13:53	8/9/2017 13:53	8/9/2017 13:53	00:03:07	MEDIC 401
17-8914	8/9/2017 14:10	EMERGENCY SCENE	ST. JOHN SAPULPA	8/9/2017 14:10	8/9/2017 14:11	8/9/2017 14:14	8/9/2017 14:29	8/9/2017 14:40	8/9/2017 15:12	00:03:50	MEDIC 401
17-8919	8/9/2017 15:14	EMERGENCY SCENE	SIGNED PATIENT REFUSAL	8/9/2017 15:14	8/9/2017 15:14	8/9/2017 15:19	8/9/2017 15:30	8/9/2017 15:30	8/9/2017 15:30	00:05:32	MEDIC 401
17-8926	8/9/2017 19:41	EMERGENCY SCENE	SIGNED PATIENT REFUSAL	8/9/2017 19:41	8/9/2017 19:41	8/9/2017 19:45	8/9/2017 20:28	8/9/2017 20:28	8/9/2017 20:28	00:04:15	MEDIC 401
17-8957	8/10/2017 14:07	EMERGENCY SCENE	HILLCREST SOUTH	8/10/2017 14:08	8/10/2017 14:08	8/10/2017 14:13	8/10/2017 14:25	8/10/2017 14:38	8/10/2017 14:57	00:05:58	MEDIC 401
17-8968	8/10/2017 21:50	EMERGENCY SCENE	ST. JOHN SAPULPA	8/10/2017 21:50	8/10/2017 21:52	8/10/2017 21:56	8/10/2017 22:07	8/10/2017 22:19	8/10/2017 22:29	00:05:52	MEDIC 401
17-8979	8/11/2017 07:02	EMERGENCY SCENE	SIGNED PATIENT REFUSAL	8/11/2017 07:02	8/11/2017 07:05	8/11/2017 07:05	8/11/2017 07:40	8/11/2017 07:40	8/11/2017 07:40	00:03:22	MEDIC 401
17-9004	8/11/2017 17:50	EMERGENCY SCENE	ST. FRANCIS TULSA	8/11/2017 17:50	8/11/2017 17:51	8/11/2017 17:54	8/11/2017 18:08	8/11/2017 18:40	8/11/2017 18:40	00:04:03	MEDIC 401
17-9015	8/12/2017 03:13	EMERGENCY SCENE	HILLCREST MEDICAL CENTER		8/12/2017 03:13	8/12/2017 03:17	8/12/2017 03:24	8/12/2017 03:39	8/12/2017 04:01	00:11:04	MUTUAL AID GIVEN
17-9016	8/12/2017 07:17	EMERGENCY SCENE	UNK		8/12/2017 07:18						MUTUAL AID RECEIVED
17-9021	8/12/2017 10:55	EMERGENCY SCENE	SIGNED PATIENT REFUSAL	8/12/2017 10:56	8/12/2017 10:57	8/12/2017 10:59	8/12/2017 11:16	8/12/2017 11:16	8/12/2017 11:16	00:03:38	MEDIC 401
17-9032	8/12/2017 19:28	GLENWOOD HEALTHCARE	ST. FRANCIS TULSA	8/12/2017 19:28	8/12/2017 19:30	8/12/2017 19:33	8/12/2017 19:42	8/12/2017 20:03	8/12/2017 20:26	00:05:31	MEDIC 401
17-9033	8/12/2017 19:40	EMERGENCY SCENE	UNKNOWN	8/12/2017 19:40							MUTUAL AID RECEIVED
17-9040	8/13/2017 02:36	EMERGENCY SCENE	SIGNED PATIENT REFUSAL	8/13/2017 02:36	8/13/2017 02:43	8/13/2017 02:43	8/13/2017 02:57	8/13/2017 02:57	8/13/2017 02:57	00:07:18	MEDIC 401
17-9064	8/13/2017 22:51	EMERGENCY SCENE	ST. FRANCIS TULSA	8/13/2017 22:52	8/13/2017 22:54	8/13/2017 23:00	8/13/2017 23:19	8/13/2017 23:45	8/14/2017 00:03	00:09:19	MEDIC 401
17-9069	8/14/2017 04:25	EMERGENCY SCENE	SIGNED PATIENT REFUSAL	8/14/2017 04:27	8/14/2017 04:30	8/14/2017 04:32	8/14/2017 05:23	8/14/2017 05:23	8/14/2017 05:23	00:06:50	MEDIC 401
17-9079	8/14/2017 10:58	EMERGENCY SCENE	ST. FRANCIS TULSA	8/14/2017 10:58	8/14/2017 11:06	8/14/2017 11:06	8/14/2017 11:36	8/14/2017 11:36	8/14/2017 11:36	00:08:20	MEDIC 401
17-9080	8/14/2017 11:50	EMERGENCY SCENE	ST. FRANCIS TULSA	8/14/2017 11:51	8/14/2017 11:51	8/14/2017 11:55	8/14/2017 12:18	8/14/2017 12:41	8/14/2017 13:05	00:05:12	MEDIC 111
17-9111	8/15/2017 01:52	EMERGENCY SCENE	ST. JOHN SAPULPA	8/15/2017 01:54	8/15/2017 01:54	8/15/2017 01:57	8/15/2017 02:12	8/15/2017 02:27	8/15/2017 02:45	00:05:17	MEDIC 401
17-9113	8/15/2017 03:36	EMERGENCY SCENE	ST. FRANCIS TULSA	8/15/2017 03:37	8/15/2017 03:37	8/15/2017 03:40	8/15/2017 03:58	8/15/2017 04:19	8/15/2017 04:32	00:03:40	MEDIC 401
17-9120	8/15/2017 09:51	EMERGENCY SCENE	DOA - DEAD ON ARRIVAL		8/15/2017 09:52	8/15/2017 09:54	8/15/2017 09:58	8/15/2017 10:32	8/15/2017 10:32	00:06:50	MEDIC 401
17-9126	8/15/2017 11:23	EMERGENCY SCENE	LIFT ASSIST	8/15/2017 11:24	8/15/2017 11:24	8/15/2017 11:27	8/15/2017 11:54	8/15/2017 11:54	8/15/2017 11:54	00:04:19	MEDIC 401
17-9155	8/15/2017 21:15	EMERGENCY SCENE	ST. FRANCIS TULSA	8/15/2017 21:15	8/15/2017 21:17	8/15/2017 21:20	8/15/2017 21:34	8/15/2017 21:53	8/15/2017 22:13	00:04:44	MEDIC 401
17-9158	8/15/2017 23:14	EMERGENCY SCENE	ST. FRANCIS TULSA	8/15/2017 23:15	8/15/2017 23:16	8/15/2017 23:16	8/15/2017 23:31	8/15/2017 23:54	8/16/2017 00:32	00:16:28	MUTUAL AID GIVEN
17-9163	8/16/2017 03:27	EMERGENCY SCENE	CANCELLED BY PD OR OTHER SERVICE	8/16/2017 03:27	8/16/2017 03:27	8/16/2017 03:32					MEDIC 401
17-9174	8/16/2017 09:51	EMERGENCY SCENE	ST. JOHN TULSA	8/16/2017 09:54	8/16/2017 09:54	8/16/2017 10:03	8/16/2017 10:19	8/16/2017 10:45	8/16/2017 11:27	00:11:49	MEDIC 110
17-9189	8/16/2017 13:01	EMERGENCY SCENE	HILLCREST SOUTH	8/16/2017 13:02	8/16/2017 13:02	8/16/2017 13:07	8/16/2017 13:23	8/16/2017 13:36	8/16/2017 13:52	00:05:13	MEDIC 401
17-9196	8/16/2017 16:56	EMERGENCY SCENE	SIGNED PATIENT REFUSAL	8/16/2017 16:57	8/16/2017 16:57	8/16/2017 16:57	8/16/2017 16:57	8/16/2017 16:57	8/16/2017 16:57	00:00:21	MEDIC 401
17-9204	8/16/2017 16:57	EMERGENCY SCENE	HILLCREST MEDICAL CENTER	8/16/2017 16:57	8/16/2017 16:57	8/16/2017 16:57	8/16/2017 17:07	8/16/2017 17:58	8/16/2017 00:11	00:00:21	MEDIC 401
17-9210	8/16/2017 20:54	EMERGENCY SCENE	HILLCREST SOUTH	8/16/2017 20:55	8/16/2017 20:55	8/16/2017 20:58	8/16/2017 21:15	8/16/2017 21:38	8/16/2017 21:54		

17-9264	8/18/2017 08:15	EMERGENCY SCENE	ST. JOHN SAPULPA	8/18/2017 08:16	8/18/2017 08:19	8/18/2017 08:23	8/18/2017 08:42	8/18/2017 09:01	8/18/2017 09:11	00:07:34	MEDIC 401
17-9271	8/18/2017 10:37	EMERGENCY SCENE	ST. JOHN TULSA	8/18/2017 10:38	8/18/2017 10:38	8/18/2017 10:42	8/18/2017 10:58	8/18/2017 11:18	8/18/2017 11:35	00:04:19	MEDIC 401
17-9291	8/18/2017 15:20	EMERGENCY SCENE	SIGNED PATIENT REFUSAL	8/18/2017 15:20	8/18/2017 15:21	8/18/2017 15:26	8/18/2017 15:38	8/18/2017 15:38	8/18/2017 15:38	00:06:20	MEDIC 401
17-9306	8/18/2017 21:00	EMERGENCY SCENE	ST. FRANCIS TULSA	8/18/2017 21:02	8/18/2017 21:02	8/18/2017 21:09	8/18/2017 21:26	8/18/2017 21:48	8/18/2017 22:06	00:08:40	MEDIC 401
17-9311	8/18/2017 23:57	EMERGENCY SCENE	ST. FRANCIS TULSA	8/18/2017 23:59	8/18/2017 23:59	8/19/2017 00:00	8/19/2017 00:16	8/19/2017 00:28	8/19/2017 00:47	00:02:47	MEDIC 401
17-9318	8/19/2017 05:25	EMERGENCY SCENE	HILLCREST SOUTH	8/19/2017 05:29	8/19/2017 05:32	8/19/2017 05:33	8/19/2017 05:56	8/19/2017 06:11	8/19/2017 06:33	00:08:04	MEDIC 401
17-9324	8/19/2017 09:48	EMERGENCY SCENE	SIGNED PATIENT REFUSAL	8/19/2017 09:49	8/19/2017 09:49	8/19/2017 09:51	8/19/2017 10:12	8/19/2017 10:12	8/19/2017 10:12	00:02:48	MEDIC 401
17-9327	8/19/2017 13:39	SCENE STANDBY	SCENE STANDBY	8/19/2017 13:41	8/19/2017 13:41	8/19/2017 13:41	8/19/2017 14:20	8/19/2017 14:20	8/19/2017 14:20	00:02:04	MEDIC 401
17-9335	8/19/2017 21:09	EMERGENCY SCENE	SIGNED PATIENT REFUSAL	8/19/2017 21:09	8/19/2017 21:09	8/19/2017 21:09	8/19/2017 21:09	8/19/2017 21:09	8/19/2017 21:09	00:00:07	MEDIC 401
17-9341	8/19/2017 23:54	EMERGENCY SCENE	ST. JOHN TULSA	8/19/2017 23:56	8/19/2017 23:58	8/20/2017 00:05	8/20/2017 00:16	8/20/2017 00:38	8/20/2017 01:00	00:11:01	MUTUAL AID GIVEN
17-9344	8/20/2017 09:35	EMERGENCY SCENE	ST. FRANCIS TULSA	8/20/2017 09:37	8/20/2017 09:37	8/20/2017 09:39	8/20/2017 09:44	8/20/2017 10:04	8/20/2017 10:29	00:03:28	MEDIC 401
17-9372	8/21/2017 09:53	EMERGENCY SCENE	ST. FRANCIS TULSA	8/21/2017 09:53	8/21/2017 09:55	8/21/2017 09:58	8/21/2017 10:18	8/21/2017 10:42	8/21/2017 11:04	00:04:55	MEDIC 401
17-9394	8/21/2017 15:12	EMERGENCY SCENE	HILLCREST MEDICAL CENTER	8/21/2017 15:12	8/21/2017 15:14	8/21/2017 15:17	8/21/2017 16:03	8/21/2017 16:32	8/21/2017 16:46	00:05:23	MEDIC 401
17-9397	8/21/2017 15:24	EMERGENCY SCENE	UNK	8/21/2017 15:29							MUTUAL AID RECEIVED
17-9402	8/21/2017 17:12	EMERGENCY SCENE	ST. FRANCIS TULSA	8/21/2017 17:13	8/21/2017 17:13	8/21/2017 17:16	8/21/2017 17:26	8/21/2017 17:48	8/21/2017 18:03	00:03:35	MEDIC 401
17-9446	8/22/2017 15:11	EMERGENCY SCENE	CANCELLED BY PD OR OTHER SERVICE	8/22/2017 15:12	8/22/2017 15:13	8/22/2017 15:20	8/22/2017 15:20	8/22/2017 15:20	8/22/2017 15:20	00:08:04	MEDIC 401
17-9451	8/22/2017 18:19	EMERGENCY SCENE	ST. FRANCIS TULSA	8/22/2017 18:20	8/22/2017 18:20	8/22/2017 18:24	8/22/2017 18:38	8/22/2017 19:02	8/22/2017 19:18	00:04:52	MEDIC 401
17-9462	8/23/2017 01:43	EMERGENCY SCENE	SIGNED PATIENT REFUSAL	8/23/2017 01:44	8/23/2017 01:46	8/23/2017 01:48	8/23/2017 02:12	8/23/2017 02:12	8/23/2017 02:12	00:05:24	MEDIC 401
17-9466	8/23/2017 05:01	EMERGENCY SCENE	ST. FRANCIS TULSA	8/23/2017 05:01	8/23/2017 05:03	8/23/2017 05:08	8/23/2017 05:28	8/23/2017 05:58	8/23/2017 06:09	00:09:43	MEDIC 401
17-9475	8/23/2017 10:05	EMERGENCY SCENE	HILLCREST MEDICAL CENTER	8/23/2017 10:05	8/23/2017 10:06	8/23/2017 10:09	8/23/2017 10:29	8/23/2017 10:48	8/23/2017 11:08	00:03:54	MEDIC 401
17-9490	8/23/2017 11:35	EMERGENCY SCENE	ST. FRANCIS TULSA	8/23/2017 11:36	8/23/2017 11:36	8/23/2017 11:42	8/23/2017 11:58	8/23/2017 12:36	8/23/2017 12:36	00:06:42	MEDIC 401
17-9503	8/23/2017 21:52	EMERGENCY SCENE	HILLCREST MEDICAL CENTER	8/23/2017 21:54	8/23/2017 21:54	8/23/2017 21:58	8/23/2017 22:15	8/23/2017 22:34	8/23/2017 22:47	00:06:00	MEDIC 401
17-9512	8/24/2017 08:50	EMERGENCY SCENE	ST. JOHN TULSA	8/24/2017 08:51	8/24/2017 08:53	8/24/2017 08:57	8/24/2017 09:13	8/24/2017 09:34	8/24/2017 09:54	00:07:14	MEDIC 401
17-9530	8/24/2017 13:28	EMERGENCY SCENE	HILLCREST MEDICAL CENTER	8/24/2017 13:28							MUTUAL AID GIVEN
17-9535	8/24/2017 14:50	EMERGENCY SCENE	CANCELLED BY PD OR OTHER SERVICE	8/24/2017 14:51	8/24/2017 14:53	8/24/2017 14:55	8/24/2017 14:55	8/24/2017 14:55	8/24/2017 14:55	00:05:27	MEDIC 401
17-9536	8/24/2017 14:53	EMERGENCY SCENE	ST. JOHN SAPULPA	8/24/2017 14:55	8/24/2017 14:55	8/24/2017 14:57	8/24/2017 15:24	8/24/2017 15:42	8/24/2017 16:21	00:04:12	MEDIC 401
17-9545	8/24/2017 18:54	EMERGENCY SCENE	SIGNED PATIENT REFUSAL	8/24/2017 18:54	8/24/2017 18:55	8/24/2017 18:59	8/24/2017 19:24	8/24/2017 19:24	8/24/2017 19:24	00:05:00	MEDIC 401
17-9559	8/25/2017 04:27	EMERGENCY SCENE	ST. JOHN TULSA	8/25/2017 04:28	8/25/2017 04:30	8/25/2017 04:33	8/25/2017 04:57	8/25/2017 05:17	8/25/2017 06:25	00:05:40	MEDIC 401
17-9562	8/25/2017 06:27	EMERGENCY SCENE	ST. FRANCIS TULSA	8/25/2017 06:27	8/25/2017 06:29	8/25/2017 06:35	8/25/2017 06:52	8/25/2017 07:15	8/25/2017 07:46	00:08:49	MEDIC 401
17-9566	8/25/2017 08:40	EMERGENCY SCENE	ST. FRANCIS TULSA	8/25/2017 08:40	8/25/2017 08:42	8/25/2017 08:46	8/25/2017 09:05	8/25/2017 09:20	8/25/2017 09:38	00:06:48	MEDIC 401
17-9590	8/25/2017 14:07	EMERGENCY SCENE	HILLCREST SOUTH	8/25/2017 14:08	8/25/2017 14:08	8/25/2017 14:12	8/25/2017 14:25	8/25/2017 14:39	8/25/2017 15:02	00:04:45	MEDIC 401
17-9594	8/25/2017 14:59	EMERGENCY SCENE	ST. FRANCIS TULSA	8/25/2017 15:01	8/25/2017 15:01	8/25/2017 15:05	8/25/2017 15:45	8/25/2017 16:13	8/25/2017 16:54	00:05:25	MEDIC 102
17-9595	8/25/2017 15:46	EMERGENCY SCENE	ST. JOHN TULSA	8/25/2017 15:47	8/25/2017 15:50	8/25/2017 15:52	8/25/2017 16:07	8/25/2017 16:31	8/25/2017 16:57	00:05:45	MEDIC 401
17-9612	8/25/2017 23:04	EMERGENCY SCENE	ST. FRANCIS SOUTH	8/25/2017 23:05	8/25/2017 23:05	8/25/2017 23:09	8/25/2017 23:35	8/25/2017 23:50	8/26/2017 00:08	00:05:33	MEDIC 401
17-9617	8/26/2017 01:13	EMERGENCY SCENE	SIGNED PATIENT REFUSAL	8/26/2017 01:14	8/26/2017 01:18	8/26/2017 01:26	8/26/2017 01:38	8/26/2017 01:38	8/26/2017 01:38	00:13:27	MUTUAL AID GIVEN
17-9620	8/26/2017 09:24	EMERGENCY SCENE	ST. JOHN TULSA	8/26/2017 09:24	8/26/2017 09:25	8/26/2017 09:29	8/26/2017 09:46	8/26/2017 10:03	8/26/2017 10:19	00:05:05	MEDIC 401
17-9626	8/26/2017 13:55	EMERGENCY SCENE	ST. FRANCIS TULSA	8/26/2017 13:56	8/26/2017 13:57	8/26/2017 13:59	8/26/2017 14:28	8/26/2017 14:51	8/26/2017 15:34	00:04:33	MEDIC 401
17-9630	8/26/2017 15:29	EMERGENCY SCENE	SIGNED PATIENT REFUSAL	8/26/2017 15:30	8/26/2017 15:30	8/26/2017 15:36	8/26/2017 16:31	8/26/2017 16:31	8/26/2017 16:31	00:07:00	MEDIC 101
17-9634	8/26/2017 17:02	EMERGENCY SCENE	CANCELLED ENROUTE	8/26/2017 17:03	8/26/2017 17:04	8/26/2017 17:05	8/26/2017 17:05	8/26/2017 17:05	8/26/2017 17:05	00:03:15	MEDIC 401
17-9644	8/26/2017 22:00	EMERGENCY SCENE	HILLCREST SOUTH	8/26/2017 22:01	8/26/2017 22:01	8/26/2017 22:06	8/26/2017 22:35	8/26/2017 22:54	8/26/2017 23:15	00:06:06	MEDIC 401
17-9650	8/27/2017 00:18	EMERGENCY SCENE	ST. FRANCIS TULSA	8/27/2017 00:18	8/27/2017 00:21	8/27/2017 00:21	8/27/2017 00:58	8/27/2017 01:15	8/27/2017 03:04	00:03:44	MEDIC 401
17-9652	8/27/2017 03:02	EMERGENCY SCENE	ST. FRANCIS TULSA	8/27/2017 03:02	8/27/2017 03:05	8/27/2017 03:10	8/27/2017 03:39	8/27/2017 03:57	8/27/2017 04:18	00:07:57	MEDIC 401
17-9657	8/27/2017 13:36	EMERGENCY SCENE	LIFT ASSIST	8/27/2017 13:38	8/27/2017 13:39	8/27/2017 13:42	8/27/2017 13:46	8/27/2017 13:46	8/27/2017 13:46	00:06:15	MEDIC 401
17-9675	8/27/2017 20:27	EMERGENCY SCENE	ST. FRANCIS TULSA	8/27/2017 20:27	8/27/2017 20:31	8/27/2017 20:31	8/27/2017 20:50	8/27/2017 21:12	8/27/2017 21:43	00:04:14	MEDIC 401
17-9687	8/28/2017 07:28	EMERGENCY SCENE	CANCELLED BY PD OR OTHER SERVICE	8/28/2017 07:29	8/28/2017 07:32	8/28/2017 07:36	8/28/2017 07:49	8/28/2017 07:40	8/28/2017 07:40	00:08:12	MEDIC 401
17-9689	8/28/2017 08:43	EMERGENCY SCENE	ST. FRANCIS TULSA	8/28/2017 08:43	8/28/2017 08:52	8/28/2017 08:54	8/28/2017 09:19	8/28/2017 09:42	8/28/2017 10:04	00:11:07	MEDIC 401
17-9706	8/28/2017 14:06	EMERGENCY SCENE	ST. JOHN TULSA	8/28/2017 14:07	8/28/2017 14:07	8/28/2017 14:09	8/28/2017 14:30	8/28/2017 14:57	8/28/2017 15:15	00:03:22	MEDIC 401
17-9718	8/28/2017 18:31	EMERGENCY SCENE	SIGNED PATIENT REFUSAL	8/28/2017 18:31	8/28/2017 18:35	8/28/2017 18:36	8/28/2017 19:16	8/28/2017 19:16	8/28/2017 19:16	00:05:14	MEDIC 401
17-9720	8/28/2017 18:46	EMERGENCY SCENE	ST. JOHN TULSA	8/28/2017 18:47	8/28/2017 18:48	8/28/2017 18:49	8/28/2017 19:01	8/28/2017 19:20	8/28/2017 19:38	00:03:16	MEDIC 110
17-9721	8/28/2017 19:46	EMERGENCY SCENE	ST. FRANCIS TULSA	8/28/2017 19:46	8/28/2017 19:46	8/28/2017 19:55	8/28/2017 20:08	8/28/2017 20:27	8/28/2017 21:14	00:09:00	MEDIC 401
17-9727	8/28/2017 23:43	EMERGENCY SCENE	HILLCREST SOUTH	8/28/2017 23:48	8/28/2017 23:48	8/28/2017 23:49	8/28/2017 00:10	8/29/2017 00:31	8/29/2017 00:48	00:05:54	MEDIC 401
17-9739	8/29/2017 10:21	EMERGENCY SCENE	ST. FRANCIS TULSA	8/29/2017 10:22	8/29/2017 10:23	8/29/2017 10:26	8/29/2017 10:46	8/29/2017 11:01	8/29/2017 11:39	00:04:50	MEDIC 401
17-9745	8/29/2017 11:30	EMERGENCY SCENE	SIGNED PATIENT REFUSAL	8/29/2017 11:31	8/29/2017 11:34	8/29/2017 11:37	8/29/2017 11:54	8/29/2017 11:54	8/29/2017 11:54	00:06:55	MEDIC 111
17-9756	8/29/2017 14:32	EMERGENCY SCENE	ST. FRANCIS TULSA	8/29/2017 14:33	8/29/2017 14:33	8/29/2017 14:38	8/29/2017 14:52	8/29/2017 15:32	8/29/2017 15:32	00:05:58	MEDIC 401
17-9767	8/29/2017 22:01	EMERGENCY SCENE	ST. FRANCIS TULSA	8/29/2017 22:02	8/29/2017 22:02	8/29/2017 22:05	8/29/2017 22:30	8/29/2017 22:50	8/29/2017 23:16	00:04:35	MEDIC 401
17-9768	8/29/2017 23:25	EMERGENCY SCENE	ST. FRANCIS TULSA	8/29/2017 2							



To: HONORABLE CHAIRMAN AND TRUSTEES  
From: Susan White, District Administrator/Secretary  
Date: September 5, 2017  
Subject: District Administrator Report

**FY 2016 Audit**

On August 7th, the GEMS Board reviewed the findings of the proposed audit and authorized Chairman Fox to sign the Management Letter. Upon receipt of the executed Management Letter, Sherri Wooldridge, Audit Manager advised me that she was sending the audit to the State Auditor for final review. Generally, the Audit Report is published within a few days of the final review. If the Auditor makes changes we will be advised prior to publication. To date, it has not been published.

**MINUTES**  
**GLENPOOL AREA EMERGENCY MEDICAL SERVICE DISTRICT**  
**Regular Meeting**  
**August 7, 2017**

The Regular Meeting of the Glenpool Area Emergency Medical Service District was held at Council Chambers, Glenpool City Hall. Trustees present: Tim Fox, Chairman; Momodou Ceesay, Vice-Chairman; Patricia Agee; Brandon Kearns and Jacqueline Triplett-Lund.

Staff present: Susan White, District Administrator, Secretary; and Julie Casteen, District Treasurer. Lowell Peterson, District Legal Counsel was absent.

Brian Cook with Mercy Regional EMS was also present.

- A) Chairman Fox called the meeting to order at 7:48 p.m.**
- B) Secretary White called the roll and Chairman Fox declared a quorum present.**
- C) EMS Report - Brian Cook, Director of Operations, Mercy Regional EMS**
  - Mr. Cook reviewed the EMS Activity Report for the period of July 2017. Mercy logged 119 calls during that period and maintained a 95% response time compliance.
  - Mercy has committed an ambulance to Glenpool Football home games, it will be in addition to the one already stationed in Glenpool.
  - Mercy will be donating a door prize and coloring books to the Glenpool Kid's Fishing Derby.
  - Communication equipment will be installed to increase coverage, and linked to the fire department enabling direct communication between the fire department and the ambulance.
- D) District Administrator Report - Susan White, Adm., Sec.**
  - None.
- E) Scheduled Business**
  - 1) Discussion and possible action to approve minutes from July 6, 2017 meetings.**  
**MOTION:** Trustee Lund moved, second by Trustee Agee to approve minutes as presented.  
**FOR:** Trustee Lund; Vice Chairman Ceesay; Chairman Fox; Trustee Agee; Trustee Kearns  
**AGAINST:** None  
**Motion carried.**
  - 2) Discussion and possible action to approve amendment to FY 2017 Amended Administrative Operations Agreement between City of Glenpool and GEMS District.**  
Ms. Casteen presented the following amendments: Section II(B) was revised to remove the City's responsibility for training, equipment or medical supplies; Section III(G) was moved to III(H), with the insertion of language clarifying GEMS responsibility to pay for training, supplies and equipment as outlined in the contract.  
**MOTION:** Trustee Kearns moved, second by Trustee Agee to approve amended FY 2017 Agreement as presented.  
**FOR:** Vice Chairman Ceesay; Chairman Fox; Trustee Agee; Trustee Kearns; Trustee Lund  
**AGAINST:** None  
**Motion carried.**
  - 3) Discussion and possible action to approve amendment to FY 2018 Administrative Operations Agreement between City of Glenpool and GEMS District.**  
Ms. Casteen explained that the proposed amendment mirrors the amendment requested in Item 2, the only difference is this is FY 2018 Agreement.  
**MOTION:** Vice-Chairman Ceesay moved, second by Trustee Lund to approve amended FY 2018 Agreement as presented.  
**FOR:** Chairman Fox; Trustee Agee; Trustee Kearns; Trustee Lund; Vice Chairman Ceesay

**AGAINST:** None  
**Motion carried.**

**4) Discussion and possible action to review findings and direct Chairman to sign the Management Representation letter confirming Board's receipt and review of findings.**

Ms. Casteen described the FY 2016 Audit findings for review and requested Board to direct Chairman to sign proposed Management Representation letter.

**MOTION:** Trustee Kearns moved, second by Trustee Lund to direct Chairman to sign the Management Representation letter confirming Board's receipt and review of findings.

**FOR:** Trustee Agee; Trustee Kearns; Trustee Lund; Vice Chairman Ceesay; Chairman Fox

**AGAINST:** None  
**Motion carried.**

**5) Discussion and possible action to approve an amendment to the FY 2017-2018 Budget, increasing the audit expense account by \$29,073, and reducing fund balance by same.**

**MOTION:** Trustee Lund moved, second by Vice-Chairman Ceesay to amend the FY 2018 Budget audit expense account by \$29,073.00, as presented.

**FOR:** Trustee Kearns; Trustee Lund; Vice Chairman Ceesay; Chairman Fox; Trustee Agee

**AGAINST:** None  
**Motion carried.**

**6) Discussion and possible action to approve FY 2017-2018 Estimate of Needs.**

The Estimate of Needs was presented by Julie Casteen, Treasurer.

**MOTION:** Vice-Chairman Ceesay moved, second by Trustee Agee to approve FY 2017-2018 Estimate of Needs, as presented.

**FOR:** Trustee Lund; Vice Chairman Ceesay; Chairman Fox; Trustee Agee; Trustee Kearns

**AGAINST:** None  
**Motion carried.**

**7) Discussion and possible action to approve issuance of listed FY 18 Blanket Purchase Orders.**

**MOTION:** Trustee Lund moved, second by Trustee Kearns to approve issuance of listed FY 18 Blanket Purchase Orders.

**FOR:** Vice Chairman Ceesay; Chairman Fox; Trustee Agee; Trustee Kearns; Trustee Lund

**AGAINST:** None  
**Motion carried.**

**8) Discussion and possible action to approve purchase order(s) and receipts register totaling \$21,494.00.**

**MOTION:** Trustee Kearns moved, second by Trustee Lund to approve purchase order and receipts register as presented and authorize payments.

**FOR:** Chairman Fox; Trustee Agee; Trustee Kearns; Trustee Lund; Vice Chairman Ceesay

**AGAINST:** None  
**Motion carried.**

**F) Adjournment.**

- There being no further business, the meeting was adjourned at 8:11 p.m.

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Date

ATTEST:

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Clerk/Secretary

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Chairman



**To:** HONORABLE CHAIRMAN AND GEMS DISTRICT BOARD MEMBERS  
**From:** Julie Casteen, District Treasurer  
**Date:** August 30, 2017  
**Subject:** Approval of Purchase Order Receiving Report and Payment Claims as of 8/30/17 totaling \$20,959.80

**Background:**

A purchase order receiving report and a list of claims to be paid is presented to the Board monthly for approval.

**Staff Recommendation:**

Staff recommends a motion to accept the PO Receipt Register report dated 8/30/17 and approve the following payments:

P.O. Number	Account	Description	Vendor	Invoice #	Amount
18-07781	31-6-01-6225	July City Reimbursement	City of Glenpool	7/31/2017	8,507.00
18-07782	31-6-01-6210	August Ambulance Service	Centurion Health Systems	1482	\$12,000.00
18-07870	31-6-01-6202	Public Notice Estimate of Needs	Tulsa Beacon	7/11/1927	212.80
18-07774	31-6-01-6202	Oxygen Cylinder Rental	Pace Products of Tulsa	2017-112720	240.00
				<b>Total</b>	<b>\$20,959.80</b>

**Attachments:**

1. PO Receipt Register dated 8/30/17 totaling \$20,959.80
2. Purchase Order Claims Register dated 8/30/17 totaling \$20,959.80
3. Purchase Orders and Invoices totaling \$20,959.80

VENDOR	NAME	INVOICE	POST DATE	BANK	INVOICE AMOUNT	VENDOR TOTAL
01-000450	PACE PRODUCTS OF TULSA					240.00
		AUG 2017 112720		9/05/2017 31		240.00
01-000507	CITY OF GLENPOOL					8,507.00
		07/31/2017		9/05/2017 31		8,507.00
01-001128	TULSA BEACON					212.80
		10054		9/05/2017 31		212.80
01-001267	CENTURION HEALTH SYSTEMS, DBA					12,000.00
		1482		9/05/2017 31		12,000.00
					**TOTALS**	20,959.80
						20,959.80

---

Timothy Lee Fox, Chairman

**APPROVED**

September 5, 2017

## PO TOTALS BY G/L ACCOUNT

YEAR	ACCOUNT	NAME	ITEMS	LINE ITEM		GROUP BUDGET			
				ANNUAL	BUDGET	OVER	ANNUAL	BUDGET	OVER
				BUDGET	AVAILABLE	BUDG	BUDGET	AVAILABLE	BUDG
2017-2018	31-6-01-6202	OPERATING SUPPLIES	2	452.80	15,000	2,487.20			
	31-6-01-6210	AMBULANCE CONTRACT	1	12,000.00	144,000	0.00			
	31-6-01-6225	FIRST RESPONDER/ADMIN F	1	8,507.00	105,300	0.00			
		** 17-18 YEAR TOTALS **		20,959.80					

NO ERRORS

NO WARNINGS

## PURCHASE ORDER

CITY OF GLENPOOL, OK

Email invoices: AP@cityofglenpool.com

Subject line must include PO and Vendor name or emails will be rejected  
PURCHASE ORDER # 18-07781

08/07/2017

ISSUED TO: VEND #: 01-000507  
CITY OF GLENPOOL  
POOLED CASH ACCTSHIP TO:  
GEMS  
14566 S. ELWOOD  
GLENPOOL, OK 74033

I HEREBY APPROVE THE ISSUANCE OF THIS PURCHASE ORDER.

*Jillie Casteen*

08/07/2017

PURCHASING OFFICER

DATE

I HEREBY CERTIFY THAT THE AMOUNT OF THIS ENCUMBRANCE HAS BEEN ENTERED AGAINST THE DESIGNATED APPROPRIATION ACCOUNTS AND THAT THIS ENCUMBRANCE IS WITHIN THE AUTHORIZED AVAILABLE BALANCE OF SAID APPROPRIATION.

*SM*08/07/2017  
8/30/17

ENCUMBERING OFFICER

DATE

UNITS	DESCRIPTION	INV PART NUMBER	REQUEST	G/L ACCOUNT	PROJ	PRICE	AMOUNT
0.00	FY18 FIRST RESPONDER/ADMIN FEE FY18 FIRST RESPONDER/ADMIN		00020354	31-6-01-6225		0.00	105,300.00 *

*Partial Payment 8,507.00*

\*\* TOTAL \*\* 105,300.00

\*\*\* APPROVAL FOR PURCHASE \*\*\*

I HEREBY CERTIFY THAT THE MERCHANDISE AND/OR SERVICES DESCRIBED ABOVE HAVE BEEN SATISFACTORILY RECEIVED AND THAT THIS PURCHASE ORDER IS NOW A TRUE AND JUST DEBT OF THIS CITY. THIS PURCHASE ORDER IS APPROVED FOR PAYMENT IN THE AMOUNT INDICATED ABOVE.

*Jillie Casteen*  
OFFICER OR DEPARTMENT HEAD IN CHARGE

8/30/17

DATE

62 O.S. SECTION 310.9 AND 74 O.S. SECTION 3109, PROVIDES THAT THE VENDOR'S SUBMISSION OF AN INVOICE OR ACCEPTANCE OF PAYMENT PURSUANT TO THIS PURCHASE CONSTITUTES A STATEMENT BY THE VENDOR THAT THE INVOICE OR CLAIM IS TRUE AND CORRECT. THE WORK, SERVICES OR MATERIALS AS SHOWN BY THE INVOICE OR CLAIM HAVE BEEN COMPLETED OR SUPPLIED IN ACCORDANCE WITH THE PLANS, SPECIFICATIONS, ORDERS OR REQUESTS FURNISHED THE VENDOR, AND THE VENDOR HAS MADE NO PAYMENT, DIRECTLY OR INDIRECTLY, TO ANY ELECTED OFFICIAL, OFFICER OR EMPLOYEE OF THIS STATE OR ANY COUNTY OR POLITICAL SUBDIVISION OF THE STATE OF MONEY OR ANY OTHER THING OF VALUE TO OBTAIN PAYMENT. ANY VENDOR WHO SUBMITS AND INVOICE OR ACCEPTS PAYMENT PURSUANT TO THIS PURCHASE ORDER SHALL BE DEEMED TO ADOPT AND AFFIRM THE STATEMENT CONTAINED IN THIS PURCHASE ORDER UNLESS THE VENDOR STATES ON THE INVOICE THAT THE STATEMENT IS INCORRECT IN WHOLE OR IN PART; AND THE CITY OF GLENPOOL OR ITS RELATED ENTITIES AS THEIR INTEREST MAY APPEAR, MAY RECOVER FROM THE VENDOR THE FULL AMOUNT PAID PURSUANT TO THE PURCHASE ORDER IF THE STATEMENT ADOPTED AND AFFIRMED BY THE VENDOR IS FALSE.

THE VENDOR SHALL FURNISH ITEMIZED INVOICE WHICH STATES THE VENDOR'S NAME AND ADDRESS. A CLEAR DESCRIPTION OF EACH ITEM PURCHASED IT'S PRICE, THE NUMBER OR VOLUME OF EACH ITEM, ITS TOTAL PRICE, THE TOTAL OF THE PURCHASE, AND DATE OF THE PURCHASE.



# INVOICE

**CITY OF GLENPOOL**  
12205 S. YUKON AVE..  
GLENPOOL, OK 74033  
PHONE (918)322-5409

TREASURER  
GEMS-  
12205 S YUKON AVE  
GLENPOOL OK 74033

**Customer Number:** 01-0172

**Invoice Number:** 07/31/2017

**Invoice Date:** 8/03/2017

**Due Date:** 8/31/2017

**P.O. #:**

ITEM DESCRIPTION	UNITS	TYPE	PRICE	AMOUNT
GEMS REIMBURSEMENT	N/A	MONTH	N/A	8,507.00

98 EMR RUNS @ \$84  
JULY ADMIN FEES \$275

\*\*\*\*\*THANK YOU\*\*\*\*\*

**TOTAL DUE**

\$8,507.00

## FY18 GEMS Admin/First Responder Reimbursements

### BLANKET PO 18-07781

	July	Total Runs	@ \$84/run
<b>Total Runs</b>	<b>135</b>	135	
Fire runs	37	37	
EMR runs	98	98	\$ 8,232
EMR Ratio	73%	73%	
Run Rate	\$ 84		
Admin	\$ 275	\$ 275	\$ 275
Overtime	\$ -	\$ -	\$ -
<b>Total</b>	<b>\$ 8,507</b>	<b>\$ 8,507</b>	<b>\$ 8,507</b>

AMOUNT DUE JUNE \$ 8,507.00 Blanket PO 18-07781

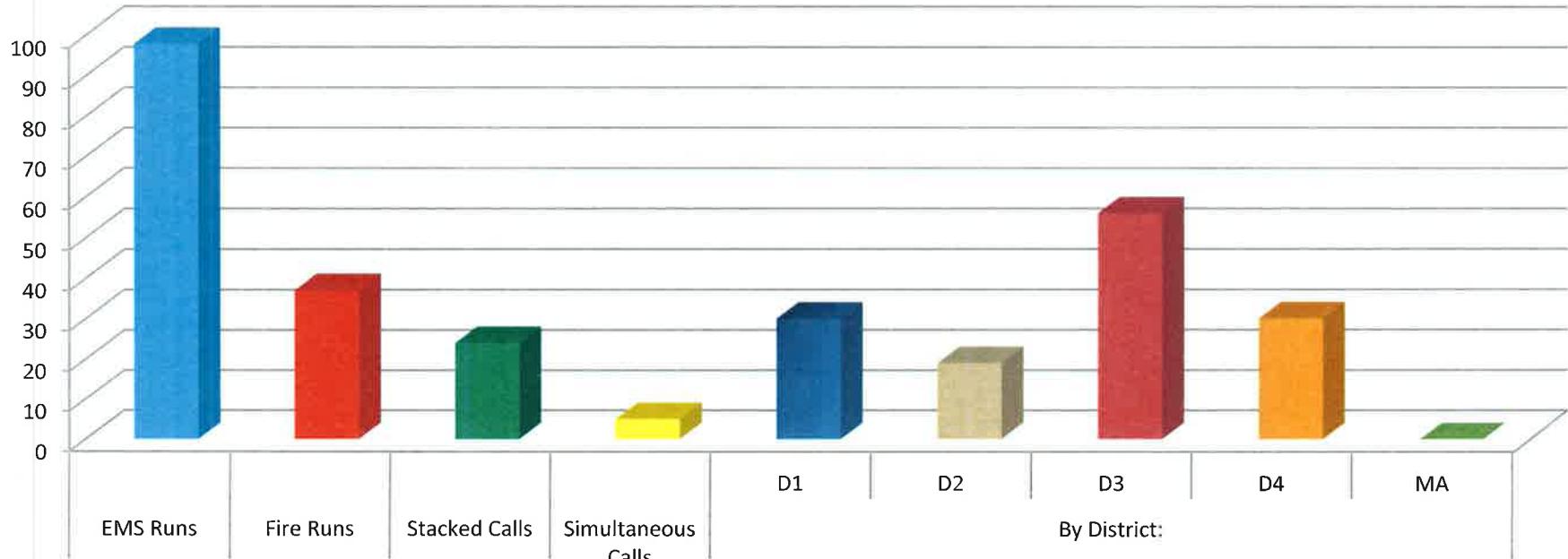
31-6-01-6225

## Glenpool Fire Department Operations July 2017

### As of July 31, 2017

Run Type	# of Calls	Totals Calls
EMS Runs	98	135
Fire Runs	37	
Stacked Calls	24	
Simultaneous Calls	5	
By District:		
D1	30	
D2	19	
D3	56	
D4	30	
MA	0	

July 2017  
Calls



## PURCHASE ORDER

CITY OF GLENPOOL, OK

Email invoices: AP@cityofglenpool.com

Subject line must include PO and Vendor name or emails will be rejected  
 PURCHASE ORDER # 18-07774 07/24/2017

ISSUED TO: VEND #: 01-000450  
 PACE PRODUCTS OF TULSA  
 9513 E 55TH ST, STE B  
 TULSA, OK 74145

SHIP TO:  
 GEMS  
 14566 S. ELWOOD  
 GLENPOOL, OK 74033

I HEREBY APPROVE THE ISSUANCE OF THIS PURCHASE ORDER.

*Jillie Castoeh*

07/24/2017

PURCHASING OFFICER

I HEREBY CERTIFY THAT THE AMOUNT OF THIS ENCUMBRANCE HAS BEEN ENTERED AGAINST THE DESIGNATED APPROPRIATION ACCOUNTS AND THAT THIS ENCUMBRANCE IS WITHIN THE AUTHORIZED AVAILABLE BALANCE OF SAID APPROPRIATION.

*SM*

07/24/2017  
*8/30/17*

DATE

ENCUMBERING OFFICER

DATE

UNITS	DESCRIPTION	INV PART NUMBER	REQUEST	G/L ACCOUNT	PROJ	PRICE	AMOUNT
0.00	FY18 BLANKET- MEDICAL OXYGEN FY18 BLANKET- MEDICAL OXYGEN		00020352	31-6-01-6202		0.00	1,100.00 *

*2017-112720 = 240.25*

**Partial Payment** 240.00

\*\* TOTAL \*\* 1,100.00

## \*\*\* APPROVAL FOR PURCHASE \*\*\*

I HEREBY CERTIFY THAT THE MERCHANDISE AND/OR SERVICES DESCRIBED ABOVE HAVE BEEN SATISFACTORILY RECEIVED AND THAT THIS PURCHASE ORDER IS NOW A TRUE AND JUST DEBT OF THIS CITY. THIS PURCHASE ORDER IS APPROVED FOR PAYMENT IN THE AMOUNT INDICATED ABOVE.

*Jillie Castoeh*

OFFICER OR DEPARTMENT HEAD IN CHARGE

*8/21/2017*

DATE

62 O.S. SECTION 310.9 AND 74 O.S. SECTION 3109, PROVIDES THAT THE VENDOR'S SUBMISSION OF AN INVOICE OR ACCEPTANCE OF PAYMENT PURSUANT TO THIS PURCHASE CONSTITUTES A STATEMENT BY THE VENDOR THAT THE INVOICE OR CLAIM IS TRUE AND CORRECT. THE WORK, SERVICES OR MATERIALS AS SHOWN BY THE INVOICE OR CLAIM HAVE BEEN COMPLETED OR SUPPLIED IN ACCORDANCE WITH THE PLANS, SPECIFICATIONS, ORDERS OR REQUESTS FURNISHED THE VENDOR, AND THE VENDOR HAS MADE NO PAYMENT, DIRECTLY OR INDIRECTLY, TO ANY ELECTED OFFICIAL, OFFICER OR EMPLOYEE OF THIS STATE OR ANY COUNTY OR POLITICAL SUBDIVISION OF THE STATE OF MONEY OR ANY OTHER THING OF VALUE TO OBTAIN PAYMENT. ANY VENDOR WHO SUBMITS AND INVOICE OR ACCEPTS PAYMENT PURSUANT TO THIS PURCHASE ORDER SHALL BE DEEMED TO ADOPT AND AFFIRM THE STATEMENT CONTAINED IN THIS PURCHASE ORDER UNLESS THE VENDOR STATES ON THE INVOICE THAT THE STATEMENT IS INCORRECT IN WHOLE OR IN PART; AND THE CITY OF GLENPOOL OR ITS RELATED ENTITIES AS THEIR INTEREST MAY APPEAR, MAY RECOVER FROM THE VENDOR THE FULL AMOUNT PAID PURSUANT TO THE PURCHASE ORDER IF THE STATEMENT ADOPTED AND AFFIRMED BY THE VENDOR IS FALSE.

THE VENDOR SHALL FURNISH ITEMIZED INVOICE WHICH STATES THE VENDOR'S NAME AND ADDRESS, A CLEAR DESCRIPTION OF EACH ITEM PURCHASED IT'S PRICE, THE NUMBER OR VOLUME OF EACH ITEM, ITS TOTAL PRICE, THE TOTAL OF THE PURCHASE, AND DATE OF THE PURCHASE.

# PACE Products of Tulsa

9513 E. 55th St., Ste., B  
Tulsa, OK 74145  
Phone: (918) 663-0555  
Fax: (918) 665-6434

# Rental Invoice

Invoice No

AUG RENT 2017 112720

Sold To:

CITY OF GLENPOOL FIRE DEPT.  
FIRE DEPT ATT PAUL NEWTON  
12205 S. YUKON AVE.  
GLENPOOL, OK 74033

Ship to:

Date: Aug 11, 2017

Customer ID: CIT001

CITY OF GLENPOOL FIRE DEPT.  
FIRE DEPT ATT PAUL NEWTON  
12205 S. YUKON AVE.  
GLENPOOL, OK 74033

Due Date: Aug 11, 2017

PO NUMBER 18-07774

Shipped Via: U.S. Mail. (With Monthly Statement)

In Possession Of	Description	Unit Price	Extension
4	THIS IS YOUR YEARLY CYLINDER RENTAL! FOR: 4 D OXY/USP	60.00	240.00

RECEIVED  
BY AUG 21 2017  
ATTIN. GLENPOOL

THIS IS YOUR CYLINDER RENTAL INVOICE:  
Rental is determined by number of cylinders in possession at end of Month.  
Any cylinders over the contracted agreement are billed accordingly.

Received By: \_\_\_\_\_

Cylinders remain the property of Pace Products. Customer owned cylinders on record. Rental Cylinders by Contract. Loaned Cylinders by Contract. Prices reflect the purchase of product only. Terms are noted on invoice. Late Fee's applied to past due invoices: 18% APR with a \$2 minimum, calculated end of month ending balance. Any credit used must be applied to the same account the credit was issued. Cylinders, safety caps, etc. are the responsibility of the customer while in use. A Pace Products' property must remain at location of delivery. To relocate or report problems contact Pace Products of Tulsa, Inc. at (918) 663-0555.

Subtotal	240.00
Sales Tax	
Invoice Amount	240.00
Payment Received	0.00
Ck #:	_____
<b>TOTAL</b>	<b>240.00</b>

P U R C H A S E   O R D E R  
CITY OF GLENPOOL, OK

Email invoices: AP@cityofglenpool.com

Subject line must include PO and Vendor name or emails will be rejected  
PURCHASE ORDER # 18-07870

08/16/2017

ISSUED TO: VEND #: 01-001128  
TULSA BEACON  
PO BOX 35099  
TULSA, OK 74153

SHIP TO:  
GEMS  
14566 S. ELWOOD  
GLENPOOL, OK 74033

I HEREBY APPROVE THE ISSUANCE OF THIS PURCHASE ORDER.

*Julie Casten*

08/16/2017

PURCHASING OFFICER

DATE

I HEREBY CERTIFY THAT THE AMOUNT OF THIS ENCUMBRANCE HAS BEEN ENTERED AGAINST THE DESIGNATED APPROPRIATION ACCOUNTS AND THAT THIS ENCUMBRANCE IS WITHIN THE AUTHORIZED AVAILABLE BALANCE OF SAID APPROPRIATION.

*SM*

08/16/2017

*8/30/17*

ENCUMBERING OFFICER

DATE

UNITS	DESCRIPTION	INV PART NUMBER	REQUEST	G/L ACCOUNT	PROJ	PRICE	AMOUNT
0.00	ESTIMATE OF NEEDS PUB NOTICE ESTIMATE OF NEEDS PUB NOTICE		00020474	31-6-01-6202		0.00	212.80 *

\*\* TOTAL \*\*

212.80

\*\*\* APPROVAL FOR PURCHASE \*\*\*

I HEREBY CERTIFY THAT THE MERCHANDISE AND/OR SERVICES DESCRIBED ABOVE HAVE BEEN SATISFACTORILY RECEIVED AND THAT THIS PURCHASE ORDER IS NOW A TRUE AND JUST DEBT OF THIS CITY. THIS PURCHASE ORDER IS APPROVED FOR PAYMENT IN THE AMOUNT INDICATED ABOVE.

*Julie Casten*

*8/30/17*

OFFICER OR DEPARTMENT HEAD IN CHARGE

DATE

62 O.S. SECTION 310.9 AND 74 O.S. SECTION 3109, PROVIDES THAT THE VENDOR'S SUBMISSION OF AN INVOICE OR ACCEPTANCE OF PAYMENT PURSUANT TO THIS PURCHASE CONSTITUTES A STATEMENT BY THE VENDOR THAT THE INVOICE OR CLAIM IS TRUE AND CORRECT. THE WORK, SERVICES OR MATERIALS AS SHOWN BY THE INVOICE OR CLAIM HAVE BEEN COMPLETED OR SUPPLIED IN ACCORDANCE WITH THE PLANS, SPECIFICATIONS, ORDERS OR REQUESTS FURNISHED THE VENDOR, AND THE VENDOR HAS MADE NO PAYMENT, DIRECTLY OR INDIRECTLY, TO ANY ELECTED OFFICIAL, OFFICER OR EMPLOYEE OF THIS STATE OR ANY COUNTY OR POLITICAL SUBDIVISION OF THE STATE OF MONEY OR ANY OTHER THING OF VALUE TO OBTAIN PAYMENT. ANY VENDOR WHO SUBMITS AND INVOICE OR ACCEPTS PAYMENT PURSUANT TO THIS PURCHASE ORDER SHALL BE DEEMED TO ADOPT AND AFFIRM THE STATEMENT CONTAINED IN THIS PURCHASE ORDER UNLESS THE VENDOR STATES ON THE INVOICE THAT THE STATEMENT IS INCORRECT IN WHOLE OR IN PART; AND THE CITY OF GLENPOOL OR ITS RELATED ENTITIES AS THEIR INTEREST MAY APPEAR, MAY RECOVER FROM THE VENDOR THE FULL AMOUNT PAID PURSUANT TO THE PURCHASE ORDER IF THE STATEMENT ADOPTED AND AFFIRMED BY THE VENDOR IS FALSE.

THE VENDOR SHALL FURNISH ITEMIZED INVOICE WHICH STATES THE VENDOR'S NAME AND ADDRESS, A CLEAR DESCRIPTION OF EACH ITEM PURCHASED IT'S PRICE, THE NUMBER OR VOLUME OF EACH ITEM, ITS TOTAL PRICE, THE TOTAL OF THE PURCHASE, AND DATE OF THE PURCHASE.

**TULSA BEACON**

P.O. BOX 35099  
TULSA, OK 74153-0099  
USA

Voice: 918 523-4425  
Fax: 918 523-4408

**INVOICE**

Invoice Number: 10054  
Invoice Date: 8/10/17  
Page: 1

**Bill To:**

GLENPOOL AREA EMERGENCY MEDICAL  
SERVICE  
12205 S YUKON AVE  
GLENPOOL, OK 74033

Customer ID: GEMS

Customer PO	Payment Terms	Sales Rep ID	Due Date
18-07870	Net 30 Days		9/9/17

Description	Amount
STATEMENT OF FINANCIAL CONDITION	
PUBLICATION DATE	
AUGUST 10, 2017	
AMOUNT DUE	212.80

Subtotal	212.80
Sales Tax	
Total Invoice Amount	212.80
Payment/Credit Applied	
<b>TOTAL</b>	<b>212.80</b>

Check/Credit Memo No:

## PURCHASE ORDER

CITY OF GLENPOOL, OK

Email invoices: AP@cityofglenpool.com

Subject line must include PO and Vendor name or emails will be rejected  
PURCHASE ORDER # 18-07782

08/07/2017

ISSUED TO: VEND #: 01-001267  
CENTURION HEALTH SYSTEMS,  
MERCY REGIONAL OKLAHOMA  
9106 N. GARNETT RD.  
OWASSO, OK 74055SHIP TO:  
GEMS  
14566 S. ELWOOD  
GLENPOOL, OK 74033

I HEREBY APPROVE THE ISSUANCE OF THIS PURCHASE ORDER.

Julie Cusseen

08/07/2017

PURCHASING OFFICER

DATE

I HEREBY CERTIFY THAT THE AMOUNT OF THIS ENCUMBRANCE HAS BEEN  
ENTERED AGAINST THE DESIGNATED APPROPRIATION ACCOUNTS AND THAT  
THIS ENCUMBRANCE IS WITHIN THE AUTHORIZED AVAILABLE BALANCE OF  
SAID APPROPRIATION.SM08/07/2017  
8/30/17

ENCUMBERING OFFICER

DATE

UNITS	DESCRIPTION	INV PART NUMBER	REQUEST	G/L ACCOUNT	PROJ	PRICE	AMOUNT
0.00	AMBULANCE SERV 7/1/17-6/30/18 AMBULANCE SERV 7/1/17- 6/30/18		00020348	31-6-01-6210		0.00	144,000.00 *

Aug 30 - 20171482 = 12000. "Partial Payment 12,000

\*\* TOTAL \*\* 144,000.00

\*\*\* APPROVAL FOR PURCHASE \*\*\*

I HEREBY CERTIFY THAT THE MERCHANDISE AND/OR SERVICES DESCRIBED ABOVE HAVE BEEN SATISFACTORILY RECEIVED AND THAT THIS PURCHASE ORDER IS NOW A TRUE AND JUST DEBT OF THIS CITY. THIS PURCHASE ORDER IS APPROVED FOR PAYMENT IN THE AMOUNT INDICATED ABOVE.

Julie Cusseen

OFFICER OR DEPARTMENT HEAD IN CHARGE

8/30/17

DATE

62 O.S. SECTION 310.9 AND 74 O.S. SECTION 3109, PROVIDES THAT THE VENDOR'S SUBMISSION OF AN INVOICE OR ACCEPTANCE OF PAYMENT PURSUANT TO THIS PURCHASE CONSTITUTES A STATEMENT BY THE VENDOR THAT THE INVOICE OR CLAIM IS TRUE AND CORRECT. THE WORK, SERVICES OR MATERIALS AS SHOWN BY THE INVOICE OR CLAIM HAVE BEEN COMPLETED OR SUPPLIED IN ACCORDANCE WITH THE PLANS, SPECIFICATIONS, ORDERS OR REQUESTS FURNISHED THE VENDOR, AND THE VENDOR HAS MADE NO PAYMENT, DIRECTLY OR INDIRECTLY, TO ANY ELECTED OFFICIAL, OFFICER OR EMPLOYEE OF THIS STATE OR ANY COUNTY OR POLITICAL SUBDIVISION OF THE STATE OF MONEY OR ANY OTHER THING OF VALUE TO OBTAIN PAYMENT. ANY VENDOR WHO SUBMITS AND INVOICE OR ACCEPTS PAYMENT PURSUANT TO THIS PURCHASE ORDER SHALL BE DEEMED TO ADOPT AND AFFIRM THE STATEMENT CONTAINED IN THIS PURCHASE ORDER UNLESS THE VENDOR STATES ON THE INVOICE THAT THE STATEMENT IS INCORRECT IN WHOLE OR IN PART; AND THE CITY OF GLENPOOL OR ITS RELATED ENTITIES AS THEIR INTEREST MAY APPEAR, MAY RECOVER FROM THE VENDOR THE FULL AMOUNT PAID PURSUANT TO THE PURCHASE ORDER IF THE STATEMENT ADOPTED AND AFFIRMED BY THE VENDOR IS FALSE.

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Mercy Regional Oklahoma

Owasso, OK 74055  
Centurion Health Systems

# Invoice

Date	Invoice #
8/15/2017	1482

Bill To
Glenpool City Accounts Payable 12205 S Yukon Ave Glenpool, Ok 74033

	P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
	ALS Ambulance Subsidy for <del>September</del> <i>August</i>	12,000.00	12,000.00

RECEIVED

AUG 17 2017

BY *TYPEEIN BLENDSHE*

Phone #	Fax #	Total	\$12,000.00
9186095800	918-609-5799		