

**NOTICE  
GLENPOOL CITY COUNCIL  
REGULAR MEETING**

A Regular Session of the Glenpool City Council will be held at 6:00 p.m. on Monday, October 2, 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. Bodie Sanders, Collective Church**
- D) Pledge of Allegiance – Timothy Lee Fox, Mayor**
- E) City Manager Report – Susan White, Interim City Manager**
- F) Mayor Report – Timothy Lee Fox, Mayor**
- G) Council Comments**
- H) Public Comments**
- I) Scheduled Business**
  - 1) Discussion and possible action to approve minutes from September 18, and September 25, meetings.**
  - 2) Discussion and possible action to approve Public Improvements Reimbursement Agreement among the City of Glenpool, the Glenpool Industrial Authority, and Saint Francis Hospital South, LLC, to reimburse the hospital for a portion of certain public improvement costs in an amount not to exceed an aggregate sum of \$952,142.17, in forty quarterly payments of at least \$23,803.55, and utilizing revenues derived from a .29% sales tax authorized by Ordinance No. 715 and approved by the registered voters as the funding source.  
(Lowell Peterson, City Attorney)**
  - 3) Discussion and possible action to approve an amendment to the City of Glenpool Employee Handbook and Personnel Policies, Article 1, Section 1.3 City Manager, authorizing the City Manager to make non-substantive changes for clarification or proper administration.  
(Susan White, Interim City Manager)**
  - 4) Discussion and possible action to approve an Agreement with Dunham's Asphalt Services to install asphalt material at the intersection of 150<sup>th</sup> Street and Xenophen Avenue in Rolling Meadows Addition; in an amount not to exceed \$14,400.00.  
(Lynn Burrow, Community Development Director)**

- 5) Discussion and possible action to approve GZ-261, a request to change the zoning classification from AG to RS-4 on 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 approve PUD 37, as a necessary corollary to implementation of the RS-4 zone change referenced in item 5, if approved.  
(Rick Malone, City Planner)
- 7) Discussion and possible action to convene into Executive Session to discuss the appraisal of former City Hall property at 140 W. 141<sup>st</sup> Street S., pursuant to Title 25, Section 307(B)(3) of the Oklahoma Statutes (Open Meeting Act).  
(Timothy Fox, Mayor)
- 8) Discussion and possible action to reconvene in Regular Session.  
(Timothy Fox, Mayor)
- 9) Discussion and possible action to approve and authorize the Mayor to execute a certain Contract for Sale of Real Estate (being the former City Hall property at 141<sup>st</sup> Street South and Hwy US75) and any related documents or instruments that are necessary and appropriate to facilitate the transaction described in such Contract for Sale of Real Estate to Glenpool Public Schools, Independent District No. 13, for the purchase price of \$750,000.00.  
(Susan White, Interim City Manager)

**J) 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**

### **September 18, 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; Momodou Ceesay, Vice Mayor and Timothy Fox, Mayor. Councilor Brandon Kearns was absent.

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

Also present were: Planning Commission applicants, Jesse Allen and Keith Robinson; and Mr. Phil Byers.

- A) Mayor Fox called the meeting to order at 6:02 p.m.**  
The Special Session of GUSA was also called to order to run concurrent with the City Council Meeting.
- B) Susan White, City Clerk called the roll. Mayor Fox declared a quorum present.**
- C) Lowell Peterson offered the Invocation.**
- D) Mayor Fox led the Pledge of Allegiance.**
- E) Community Development Report – Susan White, Interim City Manager**
  - Ms. White directed the attention of the Council to the Report prepared by Mr. Lynn Burrow, Community Development Director, which was contained within the agenda packet. She asked for questions from the Council. No questions were offered.
- F) Treasurers Report – Julie Casteen, Finance Director**
  - Ms. Casteen reviewed the financial activities for July 2017. She noted that revenues in all funds were above budget at the completion of the first month of the fiscal year.
- G) City Manager Report – Susan White, Interim City Manager**
  - Dennis Waller, Police Chief offered a report on a training recently hosted by the GPD. The training topic was how to effectively deal with persons in the Autistic spectrum. Chief Waller reported the class offered valuable information and tips to assist officers as they encounter these individuals.
  - Chief Waller also reported that applicants vying for the open police officer position participated in agility and written tests on Saturday.
  - Ms. White reported that the utility bills have been outsourced to Data Prose. The first bill from this service will include a page to explain the billing format and will arrive in customer's mailboxes this week.
  - She recognized local City Managers whom received awards at the Annual OML Conference last week. Those managers are Mike Nunneley, Mannford Town Administrator and Pam Polk, Collinsville City Manager. Mr. Nunneley was inducted into the Hall of Fame and Ms. Polk received the Gerald Wilkins award. Congratulations to both!
- H) Mayor Report – Timothy Fox, Mayor**
  - Mayor Fox announced the City sponsored Spooktackuler event at the City Hall and Conference Center lake is coming in October.

**I) Council Comments**

- Vice Mayor Ceesay announced he will be traveling to New York City to meet with the President of Gambia. He has coordinated with American Waste to discuss the possibility of implementing solid waste control services in Gambia.
- Vice Mayor Ceesay further announced that his restaurant will be featured in the Oklahoma Restaurant Assn. and the Tulsa People magazines. He added he each of these present an opportunity to promote Glenpool.

**J) Public Comments**

- None

**K) Scheduled Business**

**1) Discussion and possible action to approve minutes from September 5, 2017 meeting.**

**MOTION:** Councilor Lund moved, second by Vice Mayor Ceesay to approve minutes as presented.

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

**AGAINST:** None

**ABSENT:** Councilor Kearns

**Motion carried.**

**2) Discussion and possible action to reschedule Joint City Council/Planning Commission Meeting and Open House to September 25, 2017 at 6:00 p.m.**

Rick Malone, City Planner requested Council approval to reschedule the Joint Meeting for September 25. Consultant Gary Mitchell, Kending Keast Collaborative resides in Houston and was affected by the hurricane. Consequently, he is unable to maintain the former schedule. Mr. Malone announced that if approved the Public Open House will also be scheduled to convene at 5:00 p.m. immediately preceding the Special Joint Meeting.

**MOTION:** Councilor Lund moved, second by Councilor Agee to reschedule Special Joint Meeting to September 25, 2017, as requested by staff.

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

**AGAINST:** None

**ABSENT:** Councilor Kearns

**Motion carried.**

**3) Discussion and possible action to interview and appoint a Planning Commission/Board of Adjustment member to respective Boards.**

Councilors conducted interviews of two applicants for the open position on the Planning Commission/Board of Adjustment. Applicants were, Jesse Allen and Keith Robinson. Following the interviews, a motion to appoint was made.

**MOTION:** Councilor Lund moved, second by Vice Mayor Ceesay to appoint Keith Robinson.

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

**AGAINST:** Councilor Agee

**ABSENT:** Councilor Kearns

**Motion carried.**

**4) Discussion and possible action to adopt Ordinance No. 742, An Ordinance Amending Ordinance No. 458, by Rezoning Certain Property Described Herein from Residential Mobile Home (RMH) to Commercial General (CG), As Recommended by the Planning Commission Under Application GZ-263; and Repealing All Ordinances or Parts of Ordinances in Conflict Herewith, Case GZ-263 being a request to change the zoning classification from RMH to CG of five acres located at the southeast corner of 171st Street and US 75, Glenpool, Oklahoma.**

Rick Malone, City Planner presented the rezoning application for approval. Mr. Phil Byers, owner was in the audience to answer Council questions regarding plans for the property.

**MOTION:** Vice Mayor Ceesay moved, second by Councilor Agee to approve rezoning Ordinance No. 742 as presented.

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

**AGAINST:** None

**ABSENT:** Councilor Kearns

**Motion carried.**

**5) Discussion and possible action to approve an Agreement between the City of Glenpool and the Glenpool Public School District for the Provision of a School Resource Officer (SRO), including drug dog services to the extent available, for Academic Year 2017-2018.**

Dennis Waller, Police Chief presented the proposed SRO Agreement for the current academic year, pointing out an increase in the shared cost, because of a different SRO.

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

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

**AGAINST:** None

**ABSENT:** Councilor Kearns

**Motion carried.**

**6) Discussion and possible action to enter concurrently and jointly with the Glenpool Utility Services Authority into Executive Session to discuss the employment and hiring of a City Manager, including one or more 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 Agee moved, second by Vice Mayor Ceesay to enter concurrently and jointly with the Glenpool Utility Services Authority into Executive Session for purpose state above.

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

**AGAINST:** None

**ABSENT:** Councilor Kearns

**Motion carried.**

Councilors/Trustees exited to Executive Session Chambers at 6:56 p.m.

**7) Discussion and possible action to reconvene in Joint Session with GUSA Board.**

**MOTION:** Vice Mayor Ceesay moved, second by Councilor Agee to reconvene in Joint Session with GUSA Board at 8:18 p.m.

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

**AGAINST:** None

**ABSENT:** Councilor Kearns

**Motion carried.**

**8) Discussion and possible action to approve a City Manager Employment Contract to commence on this date as the effective date and to continue in effect through June 30, 2020, between and among the City of Glenpool, the Glenpool Utility Services Authority and the candidate named therein as Employee, subject to all terms and conditions of such Contract.**

**MOTION:** Vice Mayor Ceesay moved, second by Councilor Lund to approve a City Manager Employment Contract as presented.

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

**AGAINST:** Councilor Agee

**ABSENT:** Councilor Kearns

**Motion carried.**

**L) Adjournment.**

- Meeting was adjourned at 8:22 p.m.

Date

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Mayor

ATTEST:

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City Clerk

**MINUTES**  
**SPECIAL JOINT PUBLIC HEARING OF CITY COUNCIL**  
**AND**  
**GLENPOOL PLANNING COMMISSION**

September 25, 2017

The Special Joint Workshop of the Glenpool City Council, and Glenpool Planning Commission was held at 6:00 p.m., Glenpool City Hall, 3<sup>rd</sup> Floor, 12205 S. Yukon Ave, Glenpool, Oklahoma. Councilors present: Mayor Tim Fox; Vice Mayor Momodou Ceesay; Councilor Patricia Agee; and Councilor Jacqueline Triplett-Lund. Councilor Brandon Kearns was absent.

Planning Commission members present were: Chairman Richard Watts; Commissioner Shayne Buchanan; Commissioner Debra Cutsor; and Commissioner Keith Robinson.

Staff present: Lowell Peterson, City Attorney; Susan White, Interim City Manager/City Clerk; Lynn Burrow, Community Development Director; and Rick Malone, City Planner.

Also present were: Gary Mitchell, KKC; Jim Beach, Wallace Engineering; and Mark Revard, Glenpool resident.

- A) Mayor Fox called the Public Hearing of the City Council to order at 6:00 p.m.  
Chairman Richard Watts called the Public Hearing of the Planning Commission  
to order at 6:00 p.m.**
- B) Susan White, City Clerk called the roll of the City Council. Mayor Fox declared  
a quorum present.  
Rick Malone, City Planner called the roll of the Planning Commission.  
Chairman Watts declared a quorum.**
- C) Scheduled Discussion:**

- 1. Review of DRAFT Versions of Final Proposed Comprehensive Plan and  
Zoning/Subdivision Regulation Updates.**

Gary Mitchell with Kendig Keast Collaborative reviewed the proposed updates to the Plan and Zoning/Subdivision Regulations.

Councilors, commissioners and audience members engaged in discussion and questions concerning the proposed updates. Mr. Mark Revard, requested Council consideration to change the proposed zoning represented in the Plan for his property to Commercial when the Plan is adopted.

- D) Public Hearing was adjourned at 7:09 p.m.**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

**Lowell Peterson**

City Attorney/City Prosecutor

City of Glenpool

12205 S. Yukon Ave.

Glenpool, OK 74033

Tel. (918) 209-4647

Fax (918) 209-4641

Mobile (918) 805-4090

[lpeterson@cityofglenpool.com](mailto:lpeterson@cityofglenpool.com)

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To: HONORABLE MAYOR AND CITY COUNCIL  
From: Lowell L. Peterson, City Attorney  
Date: October 2, 2017  
Subject: Public Improvements Reimbursement Agreement with St. Francis Hospital South, LLC

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**Background:**

As Council will recall, Ordinance No. 715, establishing a twenty-nine hundredths (0.29%) sales tax, was adopted on February 1, 2016, and approved by the qualified electors of the City of Glenpool on April 5, 2016, for the express purpose of funding capital improvements pertaining to road and street upgrades, water and wastewater system facilities, storm sewer facilities and the promotion of economic development in the City of Glenpool, Oklahoma, including the acquisition of rights-of-way and other real property necessary for such improvements, facilities, construction, reconstruction and repair and the costs and expenses related to the aforesaid including, design, engineering, architectural, acquisition of real property and legal fees. At the time of adoption of Ordinance No. 715, Council expressly contemplated the use of tax-generated revenues for capital improvements that would facilitate, or be necessitated by, the St. Francis Hospital South project ("SFHS").

**Proposed Action:**

The proposed public improvements reimbursement agreement carries out those intentions by funding designated improvements to S. Broadway Street, ingress and egress adjustments to the intersection of W. 151<sup>st</sup> and Broadway, and sanitary sewer line and waterline extensions from 151<sup>st</sup> Street S. to the SFHS property line. The total cost of these improvements, \$1,107.142.66, will be provided initially by SFHS. That amount, less \$154,999.96 representing the direct benefit to SFHS, will be reimbursed to SFHS over a ten-year period in forty quarterly payments of \$23,803.55, to commence upon completion of and acceptance by the City of the public improvements, in an amount not to exceed \$952,142.17.

Staff Recommendation:

Inasmuch as the SFHS Project has been a goal and objective of the City for some time, in order to reap the benefits it brings to the citizens of Glenpool as well economic and cultural advantages, Staff recommends approval of the public improvements reimbursement agreement.

Attachments:

- Proposed Public Improvements Reimbursement Agreement
- Ex. A – Plat of Lot 1 Block 1, St. Francis Glenpool Addition
- Ex. B – Project Improvement Costs Eligible for Reimbursement
- Ex. C – Ordinance No. 715

## PUBLIC IMPROVEMENTS REIMBURSEMENT AGREEMENT

**THIS PUBLIC IMPROVEMENTS REIMBURSEMENT AGREEMENT** (this “**Agreement**”) is made and entered as of the last date executed by the parties (the “**Effective Date**”), by and among the **City of Glenpool**, an Oklahoma municipal corporation (the “**City**”), the **Glenpool Industrial Authority**, an Oklahoma public trust, (the “**Authority**”), acting in its own right and on behalf of the City, and **Saint Francis Hospital South, LLC**, an Oklahoma limited liability company (“**Hospital**”).

WHEREAS, Hospital owns a certain parcel of property (the “**Property**”) located within Lot 1, Block 1, St. Francis Glenpool Addition, a subdivision in Tulsa County, Glenpool, Oklahoma 74033, in the area depicted on **Exhibit A** attached hereto and incorporated herein by reference (the “**Development**”);

WHEREAS, Hospital intends to develop the Property into medical facilities and related improvements within the Development (the “**Business**”); and

WHEREAS, the City and the Authority desire to encourage such Development to obtain from the Business the benefits of sales tax and utility revenues as well as related permitting fees for the City and to promote the general health and welfare of the citizens of the City;

WHEREAS, to encourage the Development for the reasons stated above, the City desires to reimburse Hospital for a designated portion of its cost of making certain public infrastructure capital improvements, as further described in **Exhibit B** (the “**Public Improvements**”) from revenues collected from the 715 Sales Tax (as defined below);

THEREFORE, the City, the Authority and Hospital, in consideration of the foregoing and as further set forth in this Agreement, hereby agree as follows:

### 1. PURPOSE; PUBLIC IMPROVEMENT COSTS; 715 SALES TAX

The purpose of this Agreement is to facilitate and encourage the Development by reimbursing Hospital for a designated portion of its costs to design, construct and install the Public Improvements (the “**Public Improvement Costs**”) which will serve the Development as well as the surrounding commercial and residential properties and the public at large. Consideration to the City and the Authority is that such Public Improvements would not otherwise be installed at the same time and place absent the efforts of Hospital. The parties expressly agree that the Public Improvements as described in Exhibit B do not include any traffic signalization as previously tentatively considered, inasmuch as the timing of such traffic signalization is indeterminate as of the Effective Date.

As used in this Agreement, “**715 Sales Tax**” means that certain twenty-nine hundredths of one percent (.29%) sales tax approved by the Glenpool City Council as Ordinance No. 715 adopted on February 1, 2016, which was approved by the registered voters (“qualified

electors") of the City of Glenpool, Oklahoma, voting on same in the special election of April 5, 2016, a copy of which ordinance is attached hereto as **Exhibit C**. Ordinance No. 715 as specifically described in the preceding sentence is referred to in this Agreement as "**Ordinance No. 715**."

## 2. MUTUAL CONSIDERATION

This Agreement is entered with the expectation that the Development will provide improved access to health care and create sustainable employment opportunities within Tulsa County as well as within the City. It is further anticipated that the Development will spur further economic growth in the surrounding area, thereby improving the economy within the City and Tulsa County and providing benefits that exceed the benefits conferred upon the Development by the Public Improvement Reimbursement Amount (as hereafter defined).

## 3. SCOPE OF BENEFIT CONFERRED

Except as set forth in that certain Privately Funded Public Improvements Agreement between and among the City, the Glenpool Utility Services Authority and Hospital dated April 4, 2016, the Development will, in its entirety, including without limitation the Public Improvements, be completely funded with no direct assistance from the City or any public trust of which the City is beneficiary, and all required permitting fees have been or shall be paid by Hospital as accrued. Subject to all applicable requirements of the Oklahoma Constitution and applicable State statutes, and solely to obtain for the City the foregoing benefits, the City will provide reimbursement to Hospital for a designated amount of the Public Improvement Costs from revenues derived from the 715 Sales Tax as more particularly set forth herein.

## 4. REIMBURSEMENT OF IMPROVEMENT COSTS

Subject to the completion of the Public Improvements by Hospital in accordance with the terms of this Agreement and with such Development plans as are submitted to the City for approval, the City hereby agrees to pay to Hospital the amount of **\$952,142.17** (the "**Public Improvement Reimbursement Amount**") to reimburse Hospital for a portion of the Public Improvement Costs, as described in **Exhibit B**. Payment of the Public Improvement Reimbursement Amount shall be made in accordance with and subject to the following:

- A. The sole source of funds for the Public Improvement Reimbursement Amount will be derived from 715 Sales Tax revenues paid to the City, through its contract with the Oklahoma Tax Commission, to the extent generated by the 715 Sales Tax, as defined herein, on taxable retail sales within the City.
- B. Neither the City nor the Authority shall be liable for any errors or delays of payment of the Public Improvement Reimbursement Amount caused by action or inaction of the Oklahoma Tax Commission. However, the City shall use reasonable and timely efforts to correct or cause to be corrected any such errors or delays.

- C. Payments of the Public Improvement Reimbursement Amount by the City to Hospital will commence after the end of the first full fiscal quarter following the completion of the Public Improvements and the acceptance thereof by the City (“**Reimbursement Start Date**”). Fiscal quarter shall mean a three-month increment corresponding to the municipal fiscal year of July 1 through June 30. Thus, fiscal quarters are July – September; October – December; January – March; and April – June.
- D. The City will make installment payments of the Public Improvement Reimbursement Amount to Hospital as described in Section 4.E. of this Agreement on a quarterly basis following the Reimbursement Start Date for a period not to extend ten (10) years (*i.e.*, forty (40) quarters). The payments will be made by the City at the end of the calendar month immediately following the end of each fiscal quarter (as described above) in which 715 Sales Taxes are received by the City from the Oklahoma Tax Commission until the Public Improvement Reimbursement Amount has been paid in full to Hospital.
- E. Subject only to the limitations of Sections 4.F. and 6.B. of this Agreement, the City will make thirty-nine (39) payments to Hospital in the amount of **\$23,803.55** per fiscal quarter, and one final quarterly payment in the amount of **\$23,803.72** from revenues derived from the 715 Sales Tax and remitted to the Oklahoma Tax Commission, as delivered and reported to the City by the Oklahoma Tax Commission until the Public Improvement Reimbursement Amount has been paid in full to Hospital. The City, in its sole and absolute discretion, may elect to make quarterly payments to Hospital of more than **\$23,803.55** per fiscal quarter, *provided that* in no case shall any such excess payment reduce the amount due for subsequent fiscal quarters as described above and further provided that total payments to Hospital under this Agreement will not be greater or lesser than the Public Improvements Reimbursement Amount.
- F. The City agrees to make no payment of less than **\$23,803.55** per fiscal quarter unless it first informs Hospital in as timely a manner as reasonably possible that revenues derived from the 715 Sales Tax for any fiscal quarter will fall short of that amount, in which case the full amount of 715 Sales Tax revenues will be pledged to meet the City’s obligation to Hospital. Any such shortfall will be cured by increasing one or more subsequent payment(s), extending the payout period beyond forty (40) quarters, or by such other arrangement(s) as the parties agree in a written addendum to this Agreement.

5. AUTHORIZATION TO UTILIZE 715 SALES TAX REVENUE TO PAY THE PUBLIC IMPROVEMENTS REIMBURSEMENT AMOUNT TO HOSPITAL

The City represents and warrants that, subject to the completion of the Public Improvements by Hospital in accordance with the terms of this Agreement and dedication of such Public Improvements to the City, or the Authority as applicable, (a) the Public

Improvements defined herein constitute capital improvements as authorized by Ordinance No. 715 to be paid from revenues received by the City from the 715 Sales Tax; (b) the Public Improvement Reimbursement Amount payable under the terms of this Agreement constitutes an obligation authorized by Ordinance No. 715 to be paid out of revenues received from the 715 Sales Tax and the special limited-purpose fund created thereunder; and (c) by signing this Agreement, the City is legally bound to pay Hospital the Public Improvement Reimbursement Amount in full in accordance with the terms hereof, subject only to the limitations of Sections 4.E. and 6.B. of this Agreement.

## 6. COMPLIANCE WITH APPLICABLE LAWS; CONSTITUTIONAL APPROPRIATION QUALIFICATION

- A. The parties to this Agreement agree that the Constitution and laws of the State of Oklahoma, and any applicable municipal ordinances of the City, shall govern the validity, construction, interpretation, and effect of this Agreement. In the event of conflict between any law of the State and any ordinance of the City, the law of the State shall be applied.
- B. **Non-Appropriation.** Notwithstanding any provision of this Agreement with respect to an extended term of, or payment obligations under, this Agreement in excess of one-year, the parties acknowledge that, under the Oklahoma Constitution and applicable Oklahoma statutes, the City may not obligate itself to appropriate or otherwise allocate any existing or future tax or other monies belonging to the City for the purpose of making any payments contemplated by this Agreement in any future fiscal year, but only on a current fiscal year basis. The City shall not be deemed in default of this Agreement for any failure to perform any monetary obligation necessitated solely by failure or refusal of the City Council to appropriate or allocate funds for performance. Should the funding of such extended term, or payment obligation, provided by this Agreement not be budgeted, appropriated or otherwise approved by the City Council during any fiscal year of the term of this Agreement beyond the fiscal year current as of the effective date of the Agreement, and only in such circumstance, the obligation to make payments to Hospital under this Agreement in future fiscal years is imposed solely on the Authority. The parties acknowledge that only this Section 6.B. of this Agreement applies to, or imposes any obligations on, the Authority.

## 7. AUTHORITY TO ENTER INTO AGREEMENT

The parties represent each to the other, by execution of this Agreement by the undersigned representatives identified below, that they have, through their respective governing bodies or authoritative boards, or by such other actions as may lawfully be required, been authorized to enter into this Agreement; that the undersigned representatives have been duly authorized to execute this Agreement on behalf of each respective party; and that such authority has been granted on the basis of full and frank disclosure of all negotiations by and between the parties.

## 8. DISPUTE RESOLUTION

The parties hereto understand, agree and covenant each with the other, that in the event of any dispute or disagreement which the parties cannot mutually resolve by discussion and settlement, each party waives its right to trial by court or trial by jury and consents and agrees to resolve the dispute through arbitration conducted by the American Arbitration Association (the “AAA”), or such other administrator as the parties shall mutually agree upon, in accordance with the AAA’s commercial dispute resolution procedures, and this provision. Should such disagreement or dispute arise, and if not settled within 60 days from the date of inception, either party shall have 30 days to advise the other of its intention to present the matter to binding arbitration. If, at the end of those 30 days, the matter remains unresolved, then either party will have 30 days thereafter to initiate binding arbitration in accordance with the foregoing. The arbitration shall be governed by the United States Arbitration Act, 9 U.S.C. §§ 1-16 to the exclusion of any provision of state law inconsistent therewith or which would produce a different result, and judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction.

## 9. EVENTS OF DEFAULT

### A. Hospital shall be in default of this Agreement if any of the following events occur:

- Hospital fails to complete the Public Improvements and apply for acceptance of the Public Improvements for City ownership and maintenance within twenty-four (24) months of the Effective Date of this Agreement;
- Hospital fails to provide reasonable substantiation of the actual costs of the Public Improvements upon request by the City; or
- Hospital is in default of any of its other obligations under this Agreement.

In the event any of the foregoing events occurs, the City (acting by the City Manager or his designee, the “**City Manager**”) may issue written notice to Hospital advising Hospital that it has thirty (30) days to cure such default and/or advising Hospital that it is required to appear before the City Manager. If so requested by the City Manager, Hospital shall appear before the City Manager to verify that corrective action has been taken or will be taken by a date certain or explaining reasons for the event of default and explaining the steps that have been taken or will be taken to correct the problem. Hospital must cure such default within the later of (a) thirty (30) days from the date it receives the foregoing notice from the City Manager or, if such default cannot be reasonably cured within such period of time, such longer period as is reasonably necessary to complete such curing provided that Hospital promptly commences cure within such 30-day period and pursues the same with due diligence to completion, or (b) the date separately agreed to in writing by Hospital and the City Manager. If Hospital fails to cure such default within the time period required by this paragraph, then the City Manager may at any time thereafter until such default is cured by Hospital, (i) if such default occurs prior to completion of the Public Improvements by Hospital in accordance with the terms of this Agreement, issue a notice to Hospital advising Hospital that the City has elected to terminate this Agreement (the “**Termination Notice**”), whereupon this Agreement shall become null and void as of the date set forth in the Termination Notice after which neither party shall have any

further obligation to the other, or (ii) if such default occurs after completion of the Public Improvements by Hospital in accordance with the terms of this Agreement, pursue and exercise any remedies available under applicable law. The sole remedy of the City in the event of a default by Hospital prior to Hospital's completion of the Public Improvements in accordance with the terms of this Agreement that is not cured in accordance with the foregoing is the termination of this Agreement.

B. The City and the Authority shall be in default of this Agreement if either of the City or the Authority fails to make payment of the Public Improvement Reimbursement Amount due hereunder to Hospital in accordance with the schedule and amounts provided by this Agreement or otherwise breaches any of its obligations under this Agreement. In the event any such foregoing event occurs, Hospital may issue written notice to the City and/or the Authority advising either or both that it has thirty (30) days to cure such default. If the City and/or the Authority fails to cure such default within thirty (30) days from the date it receives the foregoing notice from Hospital, then Hospital may proceed against the City and/or the Authority to collect all amounts due Hospital subject to the limitations of this Agreement and/or pursue and exercise other remedies available under applicable law.

## **10. FORCE MAJEURE**

The time frames for performance of either party hereunder shall be extended if such performance is delayed due to a catastrophe, riot, war, governmental order or regulation, strike, act of God or other similar force majeure event beyond the reasonable control of such party or its agents or contractors. Upon the occurrence of an event of force majeure as described above, the party affected thereby shall make commercially reasonable efforts to mitigate such delay.

## **11. ASSIGNMENT OF AGREEMENT**

No assignment of this Agreement, nor of any right accruing under this Agreement, shall be made in whole or in part by either party without the express written consent of the other; provided, however, that neither the City's nor the Authority's consent shall be required if (i) Hospital sells its interest in the Development to a third party and assigns this Agreement to such third party in connection therewith, and such assignee assumes all of Hospital's obligations hereunder in writing with a copy of such assignment and assumption provided to the City and the Authority or (ii) hospital assigns this Agreement to an affiliate of Saint Francis Health System, Inc.

## **12. BINDING EFFECT**

Subject to Section 11, the provisions, covenants, terms and conditions in this Agreement apply to bind the parties, their legal heirs, representatives, successors and assigns.

## **13. AMENDMENT OF THE AGREEMENT**

No modification or amendment of this Agreement shall be effective unless it is in writing, approved by duly authorized representatives of all parties, and signed by duly authorized

representatives of the City, the Authority and Hospital. A signed original of such modification or amendment shall be fastened to the original Agreement and shall be deemed incorporated herein by reference, with signed copies retained by the parties.

#### 14. ENTIRE AGREEMENT; MERGER CLAUSE; PREVIOUS AGREEMENTS SUPERSEDED

This Agreement constitutes the final and complete agreement and understanding among the parties. All prior and contemporaneous agreements and understandings, whether oral or written, are to be without effect in the construction of any provision or term of this Agreement.

#### 15. NOTICE

A letter or other postal communication, properly addressed and sent by first class mail, certified mail, or registered mail, to either party at the address provided below shall constitute sufficient notice whenever written notice is required for any purpose of this Agreement. Other forms of notice, such as email or fax, are acceptable but shall be effective to meet a notice requirement only if receipt is acknowledged by the receiving party. Notice is deemed to have been given as required when received or five days after verified delivery, whichever is earlier.

Address for notice to the City or the Authority:	Address for notice to Saint Francis Hospital South:
David Tillotson, City Manager City of Glenpool 12205 S. Yukon Avenue Glenpool, OK 74033 Email: <a href="mailto:dtillotson@cityofglenpool.com">dtillotson@cityofglenpool.com</a>	6161 S. Yale Avenue Tulsa, Oklahoma 74136 Attn: General Counsel Email: <a href="mailto:jcsacra@saintfrancis.com">jcsacra@saintfrancis.com</a>

#### 16. CONFIDENTIALITY REQUIREMENTS

Hospital, the City and the Authority acknowledge that, during the term of this Agreement, either party may or will have access to and receive information, records, files, data, or other materials of any description without limitation relating to business of the other party or that the other party considers and treats as confidential or proprietary in nature (individually or collectively, "**Confidential Information**"). As used below in this Section, "**Disclosing Party**" means the party furnishing or disclosing Confidential Information to the other party or whose Confidential Information is obtained by the other party, and "**Receiving Party**" is the party receiving or obtaining the Disclosing Party's Confidential Information. Each Receiving Party therefore agrees that it will not directly or indirectly disclose any such Confidential Information owned by or in the possession or control of the Disclosing Party to any person, or use any such Confidential Information for any purpose unrelated to its entry or performance under this Agreement, without the Disclosing Party's prior written consent. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information to its attorneys, accountants, lenders, investors and other advisors or contractors on a need to know basis and provided that any such party receiving such disclosure has entered into a confidentiality agreement at least as restrictive as this provision and is bound to keep the Confidential Information confidential. The Receiving Party shall be responsible for any breach by any such

persons of the terms hereof as if it directly breached this provision. Upon completion or termination of this Agreement, or sooner if requested by the Disclosing Party, the Receiving Party shall return all such Confidential Information to the Disclosing Party or make such other disposition thereof as directed or approved by the Disclosing Party. This provision shall be inoperative as to such portions of the information that: (a) at the time of disclosure to the Receiving Party is or thereafter becomes generally available to the public other than as a result of a disclosure by Receiving Party or any of its employees, subcontractors, agents or representatives or any third party acting in concert with any of them; (b) becomes available to the Receiving Party on a non-confidential basis from a source other than the Disclosing Party, provided that such source is not bound by a confidentiality agreement with the Disclosing Party or otherwise prohibited from transmitting the information to the Receiving Party by a contractual, legal or fiduciary obligation; (c) were known to the Receiving Party on a non-confidential basis prior to their disclosure to the Receiving Party by the Disclosing Party as shown by the Receiving Party's prior written records; or (d) is required to be disclosed by law, court order or competent authority of any governmental body in the opinion of the Receiving Party's legal counsel (in which case the Receiving Party shall give notice to Disclosing Party and cooperate with the Disclosing Party's efforts to prevent such disclosure and the Receiving Party shall disclose only that portion of the affected Confidential Information which is required to be disclosed in the opinion of its legal counsel).

## **17. RECORDS AND AUDITS**

Hospital acknowledges that either of the City and/or the Authority may be subject to audit of its records pertaining to the transactions contemplated by this Agreement by State or federal governmental authority. Therefore, Hospital shall retain in its own records all books, documents, papers, records and other materials prepared by Hospital or provided by the City or the Authority to Hospital in conjunction with or related to this Agreement for at least three years following termination of this Agreement. Hospital shall, as often as the City or the Authority City reasonably deems necessary, permit authorized representatives of the City, the Authority, State, or federal government to have full access to and the right to examine fully all such materials in the possession or under the control of Hospital to the extent related to this Agreement provided and on condition that reasonable prior written notice is given to Hospital and that any such access and examination shall be made during the normal business hours of Hospital's business office.

## **18. INDEPENDENT CONTRACTOR RELATIONSHIP**

The relationship between the City and the Authority, acting collectively, and Hospital is and shall be exclusively that of independent contractors and no relationship of employment, agency, partnership or joint venture shall be deemed to exist between the City and the Authority and Hospital for any purpose.

## **19. COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same document. If

any signature of this Agreement is delivered by facsimile transmission or by e-mail as an attached, scanned document, such signature shall create a valid and binding obligation of the party executing the same with the same force and effect as if such e-mailed or facsimile signature page were an original thereof.

IN WITNESS WHEREOF, the parties, by the undersigned duly authorized representatives, hereto affix their signatures and seals as of the dates indicated, the last such date being the Effective Date of this Agreement.

CITY OF GLENPOOL

DATE EXECUTED

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

Attest:

By: \_\_\_\_\_  
City Clerk, Susan White

[SEAL]

Approved as to form:

By: \_\_\_\_\_  
City Attorney, Lowell L. Peterson

GLENPOOL INDUSTRIAL AUTHORITY

DATE EXECUTED

By: \_\_\_\_\_  
Timothy Lee Fox, Chair

Attest:

By: \_\_\_\_\_  
Trust Clerk, Susan White

[SEAL]

Approved as to form:

By: \_\_\_\_\_  
Trust Attorney, Lowell L. Peterson

**SAINT FRANCIS HOSPITAL SOUTH, LLC**  
an Oklahoma non-profit limited liability company

By:

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

Jake Henry Jr.

Title: President and Chief Executive Officer

## **EXHIBITS**

**A – L1 B1 St. Francis Glenpool Addition**

**B – Project Improvement Costs Eligible for Reimbursement**

**C – Ordinance No. 715**



# Saint Francis Glenpool

## DEED OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

SAINT FRANCIS HOSPITAL SOUTH, L.L.C., an Oklahoma limited liability company, hereinafter referred to as the "Owner", is the owner of the following described land in the City of Glenpool, Tulsa County, State of Oklahoma, to-wit:

A TRACT OF LAND IN THE NORTHWEST QUARTER (NW/4) OF SECTION TWENTY-THREE (23), 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, TULSA COUNTY, STATE OF OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION TWENTY-THREE (23); THENCE NORTH 29°59'03" EAST ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER A DISTANCE OF 707.27 FEET; THENCE SOUTH 00°05'35" WEST A DISTANCE OF 250.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°59'42" EAST, A DISTANCE OF 350.00 FEET; THENCE SOUTH 00°05'35" WEST A DISTANCE OF 80.00 FEET; THENCE SOUTH 89°59'42" WEST A DISTANCE OF 43.19 FEET; THENCE SOUTH 00°05'35" WEST A DISTANCE OF 770.28 FEET; THENCE SOUTH 89°59'23" WEST A DISTANCE OF \$40.09 FEET TO THE RIGHT OF WAY OF U.S. HIGHWAY 75; THENCE NORTH 29°59'03" EAST ALONG THE RIGHT OF WAY A DISTANCE OF 306.79 FEET; THENCE NORTH 00°05'37" EAST ALONG THE RIGHT OF WAY A DISTANCE OF 471.36 FEET; THENCE NORTH 45°04'20" EAST A DISTANCE OF 113.29 FEET; THENCE NORTH 89°59'42" EAST A DISTANCE OF 384.52 FEET TO THE POINT OF BEGINNING;

and has caused the same to be surveyed, staked and platted in combination with the accompanying plat designated as "SAINT FRANCIS GLENPOOL".

Now, therefore, the Owner, for the purpose of providing for the orderly development of the above-described real property and for the purpose of insuring adequate restrictions for the mutual benefit of the Owner, its successors, grantees and assigns and for the benefit of the covenants set forth in Section I below, does hereby impose the following restrictions and covenants, which shall be covenants running with the land and which shall be enforceable by the Owner or owners of any property within the above-described real property and by the beneficiaries of the covenants set forth in Section I below, and dedicates to the public the various streets and easements described below and in the accompanying plat.

### SECTION I. STREETS, EASEMENTS AND UTILITIES.

#### A. Public Streets and General Utility Easements.

The Owner does hereby dedicate to the public the street rights-of-way as depicted on the accompanying plat. Additionally, the Owner does hereby dedicate to the public the (i) utility easements designated as "UIE" or "Utility Easement" for the several purposes of constructing, maintaining, operating, repairing, replacing, and/or removing any and all public utilities, including storm sewers, sanitary sewers, telephone and communication lines, electric power lines and transformers, gas lines, water lines and cable television lines, together with all fittings, including the poles, wires, conduits, pipes, valves, meters, and equipment for each of such facilities and any other appurtenances thereto; and (ii) without limiting the rights granted in (i) above the water line easements, designated as "WLE" or "Restricted Water Line Easement" for the several purposes of constructing, maintaining, operating, repairing, replacing, and/or removing water lines. The utility easements and water line easements described in the preceding sentence include all rights of way granted to and upon the utility and water line easements for the use and purposes above described; however, the Owner hereby reserves the right to construct, maintain, operate, lay and re-lay utility lines and sewer lines, together with the right of ingress and egress for such construction, maintenance, operation, laying and re-laying over, across and along all of the public streets and utility and water line easements depicted on the plat, for the purpose of furnishing water and/or sewer services to the area included in the easements depicted on the plat. The Owner herein imposes a restrictive covenant, which covenant shall be binding on each lot owner and that shall be enforceable by the City of Glenpool, Oklahoma, and by the supplier of any affected utility service, that within the utility easements and water line easements depicted on the accompanying plat no building, structure or other above or below ground obstruction that interferes with the above set forth uses and purposes of the easements shall be placed, erected, installed or maintained; provided, however, that nothing herein shall be deemed to prohibit drives, parking areas, curbing, landscaping and customary screening fences and walls that do not constitute an obstruction.

#### B. Underground Service.

1. All supply lines, including electric, telephone, cable television, and gas lines, shall be located underground in the easements dedicated for general utility services and in the rights-of-way of the public streets as depicted on the accompanying plat. Service pedestals and transformers, as sources of supply at secondary voltages may also be located in easements.

2. Underground service cables and gas lines to all structures which may be located within the subdivision may be run from the nearest gas main, service pedestal, or transformer to the point of usage determined by the location and construction of such structures as may be located on each lot, provided that upon the installation of a service cable or gas service line to a particular structure, the supplier of service shall thereafter be deemed to have a definite, permanent, effective and exclusive right-of-way easement on the each lot, covering a 5 foot strip extending 2.5 feet on each side of the service cable or gas main extending from the service pedestal, gas main, or transformer to the service entrance on the structure.

3. The supplier of electric, telephone, cable television and gas services, through its agents and employees, shall at all times have right of access to all easements shown on the plat or otherwise provided for in this deed of dedication for the purpose of installing, maintaining, removing, or replacing any portion of the underground electric, telephone, cable television, or gas facilities installed by the supplier of the utility service.

4. The owner of each lot shall be responsible for the protection of the underground service facilities located on its lot and shall prevent the alteration of grade or any construction activity which would interfere with the electric, telephone, cable television, or gas facilities. The supplier of service shall be responsible for ordinary maintenance of underground facilities, but the owner shall pay for damage or relocation of such facilities caused or necessitated by acts of the owner or its agents or contractors.

5. The foregoing covenants set forth in this paragraph shall be enforceable by the supplier of the electric, telephone, cable television, or gas service and the owner of each lot agrees to be bound hereby.

#### C. Gas Service.

1. The supplier of gas service through its agents and employees shall at all times have the right of access to all such easements shown on the plat or as provided for in this deed of dedication for the purpose of installing, removing, repairing, or replacing any portion of the facilities installed by the supplier of gas service.

2. The owner of each lot shall be responsible for the protection of the underground gas facilities located in its lot and shall prevent the alteration, grade, or any other construction activity which would interfere with the gas service. The supplier of the gas service shall be responsible for the ordinary maintenance of said facilities, but the owner shall pay for damage or relocation of facilities caused or necessitated by acts of the owner, or its agents or contractors.

3. The foregoing covenants set forth in this paragraph shall be enforceable by the supplier of the gas service and the owner of each lot agrees to be bound hereby.

#### D. Water and Sewer Service.

1. The owner of each lot shall be responsible for the protection of the public water and sewer mains located on its lot.

2. Within the utility easement areas and water line easement areas depicted on the accompanying plat, the alteration of ground elevations from the contours existing upon the completion of the installation of a public water main or sewer main, or any construction activity, which would interfere with public water, and sewer mains, shall be prohibited.

3. The City of Glenpool, Oklahoma, or its successors, shall be responsible for ordinary maintenance of public water and sewer mains, but the owner shall pay for damage or relocation of such facilities caused or necessitated by acts of the owner, its agents or contractors.

4. The City of Glenpool, Oklahoma, or its successors, shall at all times have right of access to all easement ways depicted on the accompanying plat, or otherwise provided for in this deed of dedication, for the purpose of installing, maintaining, removing, or replacing any portion of underground water or sewer facilities.

5. The foregoing covenants set forth in this paragraph shall be enforceable by the City of Glenpool, Oklahoma, or its successors, and the owner of each lot agrees to be bound hereby.

#### E. Surface 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 streets and easements. No lot owner(s) shall construct or permit to be constructed any fencing or other obstructions which would impede the drainage of storm and surface waters over and across any lot. The foregoing covenants set forth in this paragraph shall be enforceable by any affected lot owner and by the City of Glenpool, Oklahoma.

#### F. Paving and Landscaping within Easement.

The owner of each lot affected shall be responsible for the repair of damage to landscaping and paving occasioned by necessary placements, replacements, or maintenance of water, sewer, storm sewer, natural gas, communication, cable television, or electric facilities within the utility easement areas depicted upon the accompanying plat, provided however, the City of Glenpool, Oklahoma or the supplier of the utility service shall use reasonable care in the performance of such activities.

#### G. Limits of No Access.

The undersigned Owner hereby relinquishes rights of vehicular ingress or egress from any portion of the property adjacent to U.S. Highway 75, Oklahoma Highway 67/West 151 Street South, and West 101st Street within the bounds designated as "Limits of No Access" (L.N.A.) on the accompanying plat, which "limits of no access" may be amended or released by the Glenpool Planning Commission, or its successor, and with the approval of the City of Glenpool, Oklahoma, or as otherwise provided by the statutes and laws of the State of Oklahoma. Limits of no access shall be enforceable by the City of Glenpool.

#### H. Storm Sewer Easement.

For the common use and benefit of the owners of lots within the subdivision and for the benefit of the City of Glenpool, Oklahoma, the Owner hereby dedicates to the public, and herein establishes and grants perpetual easements on, over and across those areas designated on the accompanying plat as "SD/E" or "storm sewer easement" for the purposes of constructing, maintaining, operating, repairing, replacing, and/or removing storm sewers, together with all fittings including the pipes, and other appurtenances thereto, together with the rights of ingress and egress to and upon the easement.

#### I. Stormwater Detention Easements and Facilities.

1. For the common use and benefit of the owners of lots within the subdivision and for the benefit of the City of Glenpool, detention and drainage facilities are to be constructed in the stormwater detention easement areas as shown on the accompanying plat of the subdivision which is necessary to meet City of Glenpool detention and drainage requirements applicable to the subdivision.

2. Detention and drainage facilities constructed in the stormwater detention easement areas shall be in accordance with adopted standards of the City of Glenpool, and plans and specifications approved by the Public Works Department of the City of Glenpool.

3. No fence, wall, building or other obstruction may be placed or maintained in the detention easement area, nor shall there be any alteration of the grades or contours in such easement area unless approved by the Department of Public Works of the City of Glenpool.

4. The stormwater detention easement and drainage facilities located thereon shall be maintained by the owner. Such maintenance shall be at the cost of the owner and in accordance with the following standards:

a. The detention easement area shall be kept free of obstruction and debris;  
b. The detention easement area shall be mowed during the growing season at intervals not exceeding four (4) weeks;  
c. Concrete appurtenances, if any, shall be maintained in good and working condition; and  
d. Trickle channels, if any, shall be cleaned of siltation and vegetation twice yearly.

5. In the event the owner should fail to properly maintain the stormwater detention easement area and facilities therein situated, the City of Glenpool, or its designated contractor, may enter the stormwater detention easement and perform maintenance necessary to the achievement of the intended drainage and detention functions, and the cost thereof shall be paid by the owner.

6. In the event the owner fails to pay the cost of such maintenance after completion of the maintenance and receipt of a statement of costs, the City of Glenpool may file a record of a copy of the statement of costs, and thereafter the cost shall be a lien against each of the lots within the subdivision; provided, however, the lien against each lot shall not exceed its proportionate share of the cost of the maintenance. A lien established as above provided may be foreclosed by the City of Glenpool.

#### J. Building Restrictions.

No building shall be erected nearer to a public street than the building setback lines depicted on the accompanying plat as required by the Zoning Code of the City of Glenpool, Oklahoma.

### SECTION II. ENFORCEMENT, DURATION, AMENDMENT, AND SEVERABILITY.

#### A. Enforcement.

The restrictions herein set forth are covenants to run with the land and shall be binding upon the Owner and its successors and assigns. Within the provisions of Section I (Streets, Easements, and Utilities) are set forth certain covenants and the enforcement rights pertaining thereto, and additionally the covenants within Section I, whether or not specifically therein so stated, shall inure to the benefit of and shall be enforceable by the City of Glenpool, Oklahoma.

#### B. Duration.

These restrictions, to the extent permitted by applicable law, shall be perpetual and shall be in force and effect for a term of thirty (30) years from the date of the recording of this deed of dedication and shall automatically be continued thereafter for successive periods of ten (10) years each unless terminated or amended as hereinafter provided.

#### C. Amendment.

This deed of dedication may be amended or terminated at any time by a written instrument executed and acknowledged by the owners of seventy-five percent (75%) of the land area of the lots within the subdivision and subject to procedures or approvals required by applicable laws, and the provisions of such instrument shall be binding from and after the date it is properly recorded.

#### D. Severability.

Invalidation of any restriction or covenant set forth herein or any part thereof, by an order, judgment, or decree of any court, or otherwise, shall not invalidate or affect any of the other restrictions or covenants or any part thereof as set forth herein, which shall remain in full force and effect.

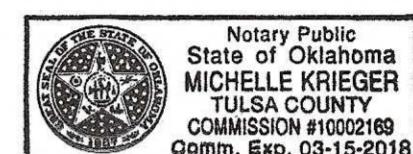
IN WITNESS WHEREOF, Saint Francis Hospital South, L.L.C., an Oklahoma limited liability company, has executed this instrument this 16 day of December, 2016.  
SAINT FRANCIS HOSPITAL SOUTH, L.L.C.

By: \_\_\_\_\_  
Name: Barry L. Sticheler  
Title: Exec VP/COO

STATE OF OKLAHOMA )  
 ) ss.  
COUNTY OF TULSA )

Before me, the undersigned Notary Public, on this 16 day of December, 2016, personally appeared Barry L. Sticheler, to me to be the person whose name is subscribed to the foregoing instrument and known to me to be the Exec VP/COO of Saint Francis Hospital South, L.L.C., an Oklahoma limited liability company, and being by me duly sworn, acknowledged to me that he signed said instrument for the purposes and consideration therein expressed, and as the act and deed of said corporation.

Notary Public Michelle Krieger  
My Commission Expires: 3-15-2018  
Commission No.: 10002169



### CERTIFICATE OF SURVEY

I, R. Wade Bennett, a registered professional engineer and land surveyor in the State of Oklahoma, hereby certify that I have carefully and accurately surveyed, staked, subdivided, and platted the tract of land described above, and that the accompanying plat designated herein as "Saint Francis Glenpool", a Subdivision to the city of Glenpool, state of Oklahoma, is a representation of the survey made on the ground using generally accepted practices and meets or exceeds the Oklahoma minimum standards for the practice of land surveying as adopted.

Witness my hand and seal this 16 day of Dec, 2016.

STATE OF OKLAHOMA )  
 ) ss.  
COUNTY OF TULSA )

Before me, the undersigned Notary Public, on this 16 day of December, 2016, personally appeared R. Wade Bennett, known to me to be the person whose name is subscribed to the foregoing instrument and known to me to be the Surveyor of Saint Francis Hospital South, L.L.C., an Oklahoma limited liability company, and being by me duly sworn, acknowledged to me that he signed said instrument for the purposes and consideration therein expressed, and as the act and deed of said corporation.

Notary Public Elizabeth Franklin  
My Commission Expires: 12-11-2020  
Commission No.: 00020209



CITY PLANNING COMMISSION APPROVAL  
I HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE GLENPOOL PLANNING COMMISSION

ON 1/1/17  
By: Joyce M. Hulsey  
Chairperson or Secretary  
MAYOR OR VICE MAYOR

CITY COUNCIL APPROVAL  
I HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE GLENPOOL CITY COUNCIL

ON 3/7/16  
By: Matthew Lee  
CITY MANAGER

CITY MANAGER APPROVAL  
I HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE GLENPOOL CITY MANAGER

ON 3/7/16  
By: Matthew Lee  
CITY MANAGER

**COST OF PUBLIC IMPROVEMENTS REIMBURSABLE TO ST. FRANCIS HOSPITAL SOUTH**

S. Broadway Improvement Project	\$ 714,131.49
W. 151 <sup>st</sup> Street Intersection, Ingress and Egress Corrections, Alignment with Medians	179,934.10
Sanitary Sewer Line Extension, 151 <sup>st</sup> Street South to SFHS Property Line	116,646.02
Water Line Extension	<u>96,431.05</u>
<b>Total Cost of Improvements</b>	<b><u>\$1,107,142.66</u></b>
LESS St. Francis' Cost Share – Proportional to 15 of 106 Benefited Acres (14%)	<u>154,999.96</u>
<b>Recoverable Cost to St. Francis Hospital South</b>	<b><u>\$952,142.17</u></b>
<b>Pursuant to Reimbursement Agreement</b>	
<b>Payable Quarterly over a Ten (10)-Year Period</b>	

**ORDINANCE NO.715**

AN ORDINANCE THAT: (A) LEVIES AND ASSESSES AND TWENTY-NINE HUNDREDTHS OF ONE PERCENT (0.29%) ON THE GROSS RECEIPTS OR PROCEEDS ON TAXABLE SALES OF GOODS AND SERVICES, AS DEFINED IN THE ORDINANCE, IN THE CITY OF GLENPOOL, OKLAHOMA, IN ADDITION TO PRESENT SALES TAXES UPON SUCH GROSS RECEIPTS OR PROCEEDS, FOR THE PURPOSE OF FUNDING CAPITAL IMPROVEMENTS PERTAINING TO ROAD AND STREET IMPROVEMENTS, WATER AND WASTEWATER SYSTEM IMPROVEMENTS, STORM SEWER IMPROVEMENTS, ACQUISITION OF PARKS MAINTENANCE EQUIPMENT, IMPROVEMENTS TO PUBLIC PARK LANDS AND FACILITIES, AND PROMOTING ECONOMIC DEVELOPMENT, ALL WITHIN SAID CITY, AND/OR TO BE APPLIED OR PLEDGED TOWARD THE PAYMENT OF PRINCIPAL AND INTEREST ON ANY INDEBTEDNESS, INCLUDING REFUNDING INDEBTEDNESS, INCURRED BY OR ON BEHALF OF SAID CITY FOR SUCH PURPOSE; (B) PROVIDES FOR SUCH SALES TAX TO COMMENCE ON JANUARY 1, 2017; (C) PROVIDES FOR THE DURATION OF SUCH SALES TAX FOR NO MORE THAN 20 YEARS; (D) PRESCRIBES PROCEDURES FOR THE COLLECTION AND REMITTANCE OF SUCH SALES TAX AND PENALTIES FOR THE FAILURE TO DO SO; AND (E) INCLUDES SUCH OTHER PROVISIONS, TERMS AND CONDITIONS AS NECESSARY AND LAWFUL FOR THE EFFECTIVE IMPLEMENTATION AND ENFORCEMENT OF THIS ORDINANCE

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GLENPOOL, OKLAHOMA:**

**SECTION 1. CITATION AND CODIFICATION.** This Ordinance shall be known and may be cited as "City of Glenpool Sales Tax Ordinance No. 715 of 2016."

**SECTION 2. DEFINITIONS.** In addition to such definitions of words, terms or phrases adopted in the text of this Ordinance, the definitions of words, terms or phrases contained in the Oklahoma Sales Tax Code, Title 68, Oklahoma Statutes, Section 1352, as amended, are hereby adopted by reference and made a part of this Ordinance.

**SECTION 3. TAX COLLECTOR DEFINED.** The term "Tax Collector" as used herein means, as applicable, the department of the City government or the Oklahoma Tax Commission duly designated according to contractual pursuant to Section 2702 of Title 68 of the Oklahoma Statutes, as amended, and authorized by law to assess, collect and enforce administer the collection of the sales tax hereby levied and remit the same to the City of Glenpool.

**SECTION 4. CLASSIFICATION OF TAXPAYERS.** For the purpose of this Ordinance, the classification of taxpayers hereunder shall be as prescribed by State law for purposes of the Oklahoma Sales Tax Code.

**SECTION 5. STATE PERMITS.** All valid and subsisting permits to do business issued by the Oklahoma Tax Commission pursuant to Section 1364 of the Oklahoma Sales Tax Code are, for the purpose of this Ordinance, hereby ratified, confirmed and adopted in lieu of any requirement for an additional permit for the same purpose.

**SECTION 6. EFFECTIVE DATE.** Pursuant to Section 2705 of Title 68 of the Oklahoma Statutes, this Ordinance shall become and be effective on and after January 1, 2017, subject to approval by a majority of the registered voters of the City of Glenpool, Oklahoma, voting on same in the manner prescribed by Title 11, Oklahoma Statutes, Sections 16-101 et seq., as amended.

**SECTION 7. PURPOSE OF REVENUES.**

A. Pursuant to Section 2701 of Title 68 of the Oklahoma Statutes, it is hereby declared to be the specific and limited purpose of this Ordinance to provide revenues to be placed in a separate, special fund to be used to fund capital improvements pertaining to road and street improvements, water and wastewater system improvements, storm sewer improvements, acquisition of parks maintenance equipment, improvements to public parks lands and facilities, and the promotion of economic development in the City of Glenpool, Oklahoma and/or to be applied or pledged toward the payment of principal and interest on any indebtedness, including refunding indebtedness, incurred by or on behalf of the City for such purposes, including payment of the costs of issuance of such indebtedness.

B. "Capital Improvements," as used above in connection with "capital improvements pertaining to road and street improvements, water and wastewater system improvements, storm sewer improvements, acquisition of parks maintenance equipment, improvements to public parks lands and facilities, and the promotion of economic development in the City of Glenpool, Oklahoma," shall mean all items and articles, either new or replacements, not consumed with use but only diminished in value with prolonged use, including but not limited to, the purchase, lease or rental of machinery, equipment and fixtures and the acquisition of all real properties necessary in connection with the construction, reconstruction and repair of buildings, appurtenances and improvements to real property including the construction, reconstruction and repair of roads, streets, alleys, trail Is, sidewalks, and other public ways, including the acquisition of rights-of-way and other real property necessary for such construction, reconstruction and repair; the construction, reconstruction and repair of water facilities, sanitary and storm sewer systems and facilities, drainage improvements, including the acquisition of rights-of-way and other real property necessary for such construction, reconstruction and repair; in connection with public parks and park land, cultural and recreational facilities; and the costs and expenses related to the aforesaid including, design, engineering, architectural, acquisition of real property and legal fees.

C. There is hereby created a limited-purpose fund and all revenue generated by the sales tax hereby levied shall be deposited therein. Money in the fund shall be accumulated from year to year. The fund shall be placed in an insured interest- bearing account and the interest which accrues on the fund shall be retained in the fund. The fund shall be non-fiscal and shall not be considered in computing any levy when the municipality makes its estimate to the excise board for needed appropriations. Money in the

limited-purpose tax fund shall be expended only as accumulated and only for the purposes specifically described in this Ordinance, subject to approval by the voters.

**SECTION 8. TERM OF TAX.** The twenty-nine hundredths of one percent (.29%) sales tax hereby levied, if adopted by a vote of registered electors on April 5, 2016, shall take effect on January 1, 2017, being the first day of a calendar quarter, and shall be and remain in effect thereafter until such time as this Ordinance is repealed by a vote of the electors of the City at an election held for such purpose or upon the expiration of twenty years from the effective date of January 1, 2017, whichever occurs sooner; *provided that, if* the proceeds of any sales tax hereby levied are being used by the City of Glenpool for the purpose of retiring indebtedness incurred by the City or by a public trust of which the City is a beneficiary for the specific purpose for which the sales tax was imposed, the sales tax shall not be repealed until such time as the indebtedness is retired. However, in no event shall the life of the tax be extended beyond the duration of twenty (20) years unless a longer duration is submitted to and approved by the voters of the City.

**SECTION 9. TAX RATE - SALES SUBJECT TO TAX.** There is hereby levied in addition to all other taxes in effect in the City of Glenpool, Oklahoma, an excise tax of twenty- nine hundredths of one percent (.29%), upon the gross proceeds or gross receipts derived from all sales or services in the City of Glenpool, Oklahoma, upon which a consumer sales tax is levied by the State of Oklahoma under the Oklahoma Sales Tax Code in accordance with the Term of the Tax stated in Section 8 of this Ordinance.

**SECTION 10. EXEMPTIONS.** There is hereby specifically exempted from the tax levied by this Ordinance all items that are exempt from State sales tax under any section of the Oklahoma Sales Tax Code, including without limitation the transfer of such intangible personal property as is so exempted.

**SECTION 11. TAX DUE DATE - RETURNS - RECORDS.** The tax levied hereunder shall be due and payable to the Tax Collector at the time and in the manner and form prescribed for payment of the State sales tax under the Oklahoma Sales Tax Code.

**SECTION 12. PAYMENT OF TAX - BRACKETS.** The bracket system for the collection of the twenty-nine hundredths of one percent (.29%) City sales tax provided for herein by the Tax Collector shall be the same as is hereafter adopted by the agreement of the City of Glenpool, Oklahoma, and the Tax Collector, in the collection of the twenty-nine hundredths of one percent (0.29%) City sales tax provided for herein and any applicable State sales tax.

**SECTION 13. TAX CONSTITUTES DEBT.** Taxes, penalty and interest due hereunder shall at all times constitute a prior, superior and paramount claim as against the claims of unsecured creditors, and may be collected by suit in the same manner as any other debt.

#### **SECTION 14. VENDOR'S DUTY TO COLLECT TAX.**

A. The tax levied hereunder shall be paid by the consumer or user to the vendor, as defined Section 1352(28) of the Oklahoma Sales Tax Code, as trustee for and on account of the City of Glenpool, and it shall be the duty of each and every vendor in this City to collect from the consumer or user, the full amount of the tax levied by this Ordinance, or any amount equal as nearly as possible or practicable to the average equivalent thereof. Any sum or sums collected or accrued or required to be collected or accrued hereunder shall be deemed to be held in trust for the City of Glenpool, Oklahoma, and, as trustee, any collecting vendor or holder of a direct payment permit as provided by Section 1362.1 of the Oklahoma Sales Tax Code, shall have a fiduciary duty to the City of Glenpool, Oklahoma, in regard to such sums and shall be subject to the trust laws of the State of Oklahoma. Any vendor who willfully or intentionally fails to remit the tax, after the tax levied by this article was collected from the consumer or user, and appropriates the tax held in trust to the vendor's own use, or to the use of any person not entitled thereto, without authority of law, shall upon conviction be guilty of embezzlement.

B. Vendors shall add the tax imposed hereunder, or the average equivalent thereof, to the sales price or charge for all non-exempt goods and services and, when added, such tax shall constitute a part of such price or charges, shall constitute debt from the consumer or user to such vendor until paid, and shall be recoverable at law in the same manner as other debts.

C. A vendor who, in any manner whatsoever, willfully or intentionally fails, neglects or refuses to collect the full amount of the tax levied by this Ordinance, or willfully or intentionally fails, neglects or refuses to comply with the provisions hereof or remits or rebates to a consumer or user, either directly or indirectly, and by whatsoever means, all or any part of the tax herein levied, or makes in any form of advertising, verbally or otherwise, any statement which infers that the vendor is absorbing the tax, or paying the tax for the consumer or user by an adjustment of prices or at a price including the tax, shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be fined not more than Five Hundred Dollars (\$500.00), and upon conviction for a second or other subsequent offense shall be fined not more than One Thousand Dollars (\$1,000.00), or incarcerated for not more than sixty (60) days, or both; *provided that*, sales by vending machines may be made at a stated price which includes State and any municipal sales tax.

**SECTION 15. RETURNS AND REMITTANCES DISCOUNTS.** Returns and remittances of the tax hereby levied and collected shall be made to the Tax Collector at the time and in the manner, form and amount as prescribed for returns and remittances required by the Oklahoma Sales Tax Code; and remittances of tax collected hereunder shall be subject to the same discount as may be allowed by the Oklahoma Sales Tax Code for collection of State sales tax.

**SECTION 16. INTEREST AND PENALTIES - DELINQUENCY.** The provisions of Title 68, Oklahoma Statutes, Section 2 I 7, as amended, and of Title 68, Oklahoma Statutes, Sections 1350, *et seq.*, as amended, are hereby adopted by reference and made a part of this Ordinance, and interest and penalties at the rates and in amounts as therein specified are hereby levied and shall be applicable in cases of delinquency in reporting and paying the tax levied by this Ordinance. *Provided that*, the failure or refusal of any taxpayer to make and transmit the

reports and remittances of tax in the time and manner required by this Ordinance shall cause such tax to be delinquent. In addition, if such delinquency continues for a period of five days the taxpayer shall forfeit his claim to any discount allowed under this Ordinance.

**SECTION 17. WAIVER OF INTEREST AND PENALTIES.** The interest or penalty or any portion thereof accruing by reason of a taxpayer's failure to pay the City sales tax herein levied may be waived or remitted in the same manner as provided for such waiver or remittance as applied in administration of the State sales tax provided in Title 68, Oklahoma Statutes, Section 220, as amended; and to accomplish the purposes of this Section the applicable provisions of such Section 220 are hereby adopted by reference and made a part of this Ordinance.

**SECTION 18. ERRONEOUS PAYMENTS - CLAIM FOR REFUND.** Refund of erroneous payment of the City sales tax herein levied may be made to any taxpayer making such erroneous payment in the same manner and procedure, and under the same limitations of time, as provided for administration of the State sales tax as set forth in Title 68, Oklahoma Statutes, Section 227, as amended, and to accomplish the purposes of this Section, the applicable provisions of such Section 227 are hereby adopted by reference and made a part of this Ordinance.

**SECTION 19. FRAUDULENT RETURNS.** In addition to all civil penalties provided by this Ordinance, the willful failure or refusal of any taxpayer to make reports and remittances herein required, or the making of any false and fraudulent report for the purpose for avoiding or escaping payment for any tax or portion thereof rightfully due under this Ordinance shall be an offense, and upon conviction thereof the offending taxpayer shall be subject to such fines and/or incarceration as provided in Title 68, Oklahoma Statutes, Section 241, as amended.

**SECTION 20. RECORDS CONFIDENTIAL.** The confidential and privileged nature of the records and files concerning the administration of the City sales tax is legislatively recognized and declared, and to protect the same the provisions of Title 68, Oklahoma Statutes, Section 205, as amended, of the Oklahoma Sales Tax Code, and each subsection thereof is hereby adopted by reference and made fully effective and applicable to administration of the City sales tax as if here set forth in full.

**SECTION 21. AMENDMENTS.** The people of the City of Glenpool, Oklahoma, by their approval of this Ordinance at the election herein above provided, hereby authorize the City Council by subsequent ordinances duly enacted to make such administrative and technical changes or additions in the method and manner of administration and enforcing this Ordinance as may be necessary or proper for efficiency and fairness except that neither the rate of the tax herein provided, nor the term, nor the purpose of the tax herein provided, shall be changed without approval by the qualified electors of the City as provided by law.

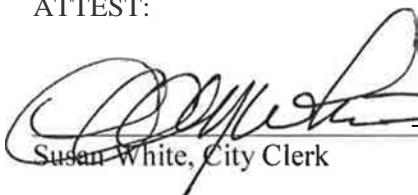
**SECTION 22. PROVISIONS CUMULATIVE.** The provisions of this Ordinance shall be cumulative, and in addition to any and all other taxing provisions of City ordinances.

**SECTION 23. PROVISIONS SEVERABLE.** The provisions hereof are hereby declared to be severable and, if any section, subsection, paragraph, sentence or clause of this Ordinance is for any reason held invalid or inoperative by any court of competent jurisdiction such decision shall not affect any other section, subsection, paragraph, sentence or clause hereof.

**PASSED AND APPROVED** by the City Council of the City of Glenpool this 1<sup>st</sup> day of February 2016.



ATTEST:



---

Susan White, City Clerk



APPROVED AS TO FORM AND SUBSTANCE:



---

Lowell Peterson, City Attorney

STATE OF OKLAHOMA )  
TULSA COUNTY ) SS  
CITY OF GLENPOOL )

I, the undersigned, the duly qualified and acting City Clerk of the City of Glenpool, Oklahoma, do hereby certify the foregoing is a true and correct and complete copy of the proceedings of the governing body of said City relating to the adoption of an Ordinance identified as Ordinance No. 715, as the same appears of record in my office.

I further certify that attached hereto are true and complete copies of the schedule of regular meetings for calendar year 2016 which was filed in my office prior to December 15, 2015, and the notice and agenda which was posted in prominent public view at the City Hall, 12205 S. Yukon Avenue, Glenpool, Oklahoma, at least twenty-four hours prior to the date of the meeting therein described, excluding Saturdays, Sundays and legal holidays.

**WITNESS** my hand and seal this 1<sup>st</sup> day of February 2016.



Susan White, City Clerk





Date: October 2, 2017

To: Honorable Mayor and City Council  
From: Susan White, Interim City Manager  
Re: Employee Handbook Amendment

#### BACKGROUND

The Employee Handbook and Personnel Policies was adopted by City Council in 2009. I was privileged to work on the project at that time. The City borrowed a policy from another Oklahoma municipality and adapted it to the specific needs of Glenpool. I've recently discovered an oversight that has apparently gone unnoticed since the Policy was adopted. The previous version of the City of Glenpool Employee Handbook gave authority to the City Manager to make administrative changes to effectuate the intent of the Policy. Simply put, these are formatting changes to assist in clarification and administration of the Policy. This provision of the Policy was omitted in the 2009 version of the Policy. The responsibility of the City Manager to administer the daily, routine operations of the City and employees is limited without this provision in the Policy. It is important to note that any modification that would require a budget amendment is subject to the approval of the City Council.

#### RECOMMENDATION

Staff recommends Council approval to amend Article 1, Sect. 1.3 CITY MANAGER of the Employee Handbook and Personnel Policies as evidenced in attached.

#### ATTACHED

Employee Handbook and Personnel Policies  
PERSONNEL POLICIES AND PROCEDURES  
ARTICLE 1: INTRODUCTION PAGE  
1.3 CITY MANAGER

# Employee Handbook and Personnel Policies

## PERSONNEL POLICIES AND PROCEDURES

### ARTICLE 1: INTRODUCTION PAGE

#### 1.3 CITY MANAGER

The City Manager is the corporate authority of the City of Glenpool. His or her job is to operate the business of the local government and carry out the policies ~~and directives~~ of the Mayor and City Council. All actions, including policies and particular directives lawfully initiated by the Mayor or City Council, will be implemented under the direction of the City Manager. Additionally, ~~all the submission of~~ requests from City employees for action ~~directed toward that such employee proposes to be taken by~~ the Mayor or City Council ~~will~~must first be approved by the City Manager, without regard to the content of the request.

The City Manager is authorized to make non-substantive changes in the format of the Employee Handbook as she/he deems necessary in her/his discretion for clarification or proper administration.

Further, The City Manager may adopt, amend or rescind ~~administrative procedures to and~~ implement within the Employee Handbook, without City Council approval, such practices and procedures as she/he determines may be so adopted, amended or rescinded without an amendment to the current budget and as he/she deems necessary in her/his discretion for the proper administration of the affairs of the eCity, subject to state or federal law and eCity ordinances.

Policy changes that the City Manager determines would necessitate an amendment to the current budget may be made by the City Manager, subject to approval of the City Council

No City of Glenpool Department Head, Supervisor or employee is authorized to modify, by any means or for any purpose, provisions of this hHandbook, or make exceptions to policies for any employee, or to enter into any agreement, oral or written, that in any way pertains to employment by the City.



## MEMORANDUM

**TO:** HONORABLE MAYOR AND CITY COUNCIL

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

**RE:** PAVING REPAIR PROJECT – “ROLLING MEADOWS ADDITION”

**DATE:** OCTOBER 2, 2017

### **BACKGROUND:**

This item is for Council consideration and action regarding the review and approval of a proposal solicited and received from Dunham’s Asphalt Services, Inc. in the amount of \$14,400.00 covering the completion of a certain paving repair project located in Rolling Meadows Addition. The project is specifically located at the intersection of West 150<sup>th</sup> Street and Xenophen Avenue. Attached are several photos of the area in question taken prior to the removal of the existing asphalt and concrete surfacing along with several feet of underlying subgrade. The removal of this existing material was performed by City Public Works personnel and equipment which revealed the existence of a large area of accumulated ground water under the existing surfacing. The pocketed groundwater had softened the underlying paving subgrade resulting in significant paving failure as noted in the photographs. This area had been repaired several times in the past. However, past efforts to remove enough subgrade material to remedy the ground water condition have not been successful. In this case, 3’– 4’ of the subgrade was totally removed and replaced with multiple layers of compacted asphalt millings to a grade level with the surrounding paving to be left for several weeks in order to allow vehicle traffic to further compact the fill material to maximize its density prior to installing the permanent surfacing. The proposal from Dunham’s Asphalt Services covers the removal of at least 6” of the compacted millings and replaces that material with approximately 1,800 s.f. of compacted asphalt paving material creating a finished driving surface. The funding for this repair project will be from the current 2017/18 FY Budget – Street Repairs - Item No. 01-6-14-6274.

### **Staff Recommendation:**

Staff recommends Council approval and to authorize the City Manager to execute the agreement with Dunham’s Asphalt Services, Inc. in an amount not to exceed \$14,400.00.

### **Attachments:**

- Repair Proposal
- Site Photographs



AREA TO BE CUT & REMOVED

05/10/2017 03:07 PM #2







# Dunham's Asphalt Services, Inc.

## Bid Proposal

September 26, 2017

## City of Glenpool

RE: Patch @ W 150th St South S & Exenphon  
See attached colored aerial

Attention: Wes

Dunham's Asphalt Services, Inc. is pleased to provide a bid on the above referenced project. An itemized scope of work has been provided for your review.

**Scope of Work: All Labor, materials and equipment to:**

- Asphalt Paving** approx 60 x 30
- Saw cut as required
- Remove asphalt, concrete, and millings
- Haul off excess
- Excavate to a depth of 6"
- Place and compact 6" Asphalt

**Total Base Bid** \$ 14,400.00

Respectfully,

Tim Quattrocchi

### Contact Info:

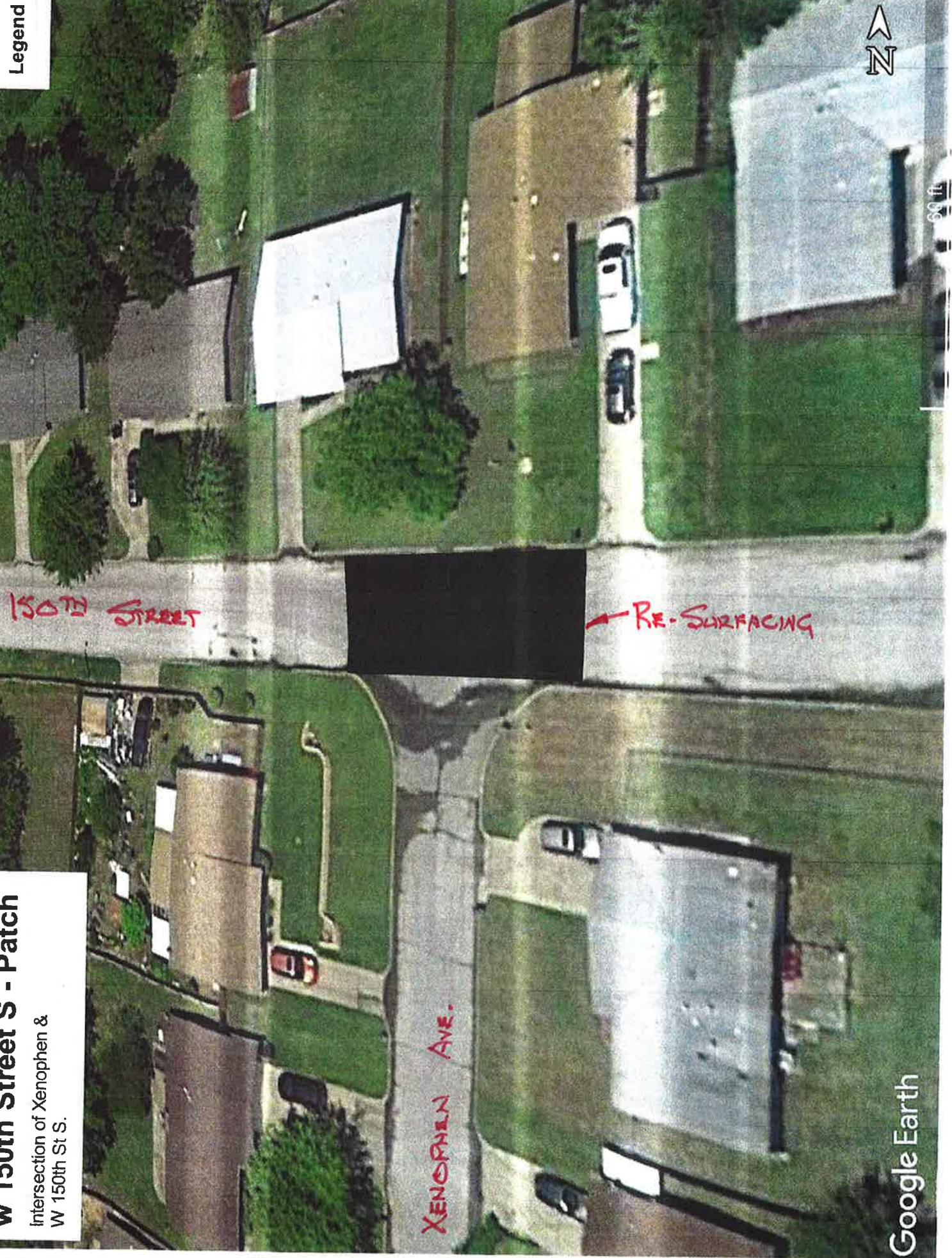
### Contact Info:

Mobil: 918.231.8000

Accepted By: \_\_\_\_\_ Date: \_\_\_\_\_

## W 150th Street S - Patch

Intersection of Xenophen &  
W 150th St S.



Google Earth

TO: Glenpool City Council

FROM: Rick Malone, City Planner

DATE: October 2, 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 for Low Intensity Residential Use, by the Glenpool Comprehensive Plan for this property. The property is currently zoned AG (Agriculture). The applicant is requesting an RS-4 Zoning District /Planned Unit Development for the development of "The Pines," a planned community to be comprised of single-family residential uses, which are found to be in accordance with the Low Intensity District.

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 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.

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 one hundred percent (100%) of the 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 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. 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 <i>Per Zoning Code</i>		RS-3 RS-4	1 1		4.01 5.19	75' 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 supports and recommends approval of Application 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

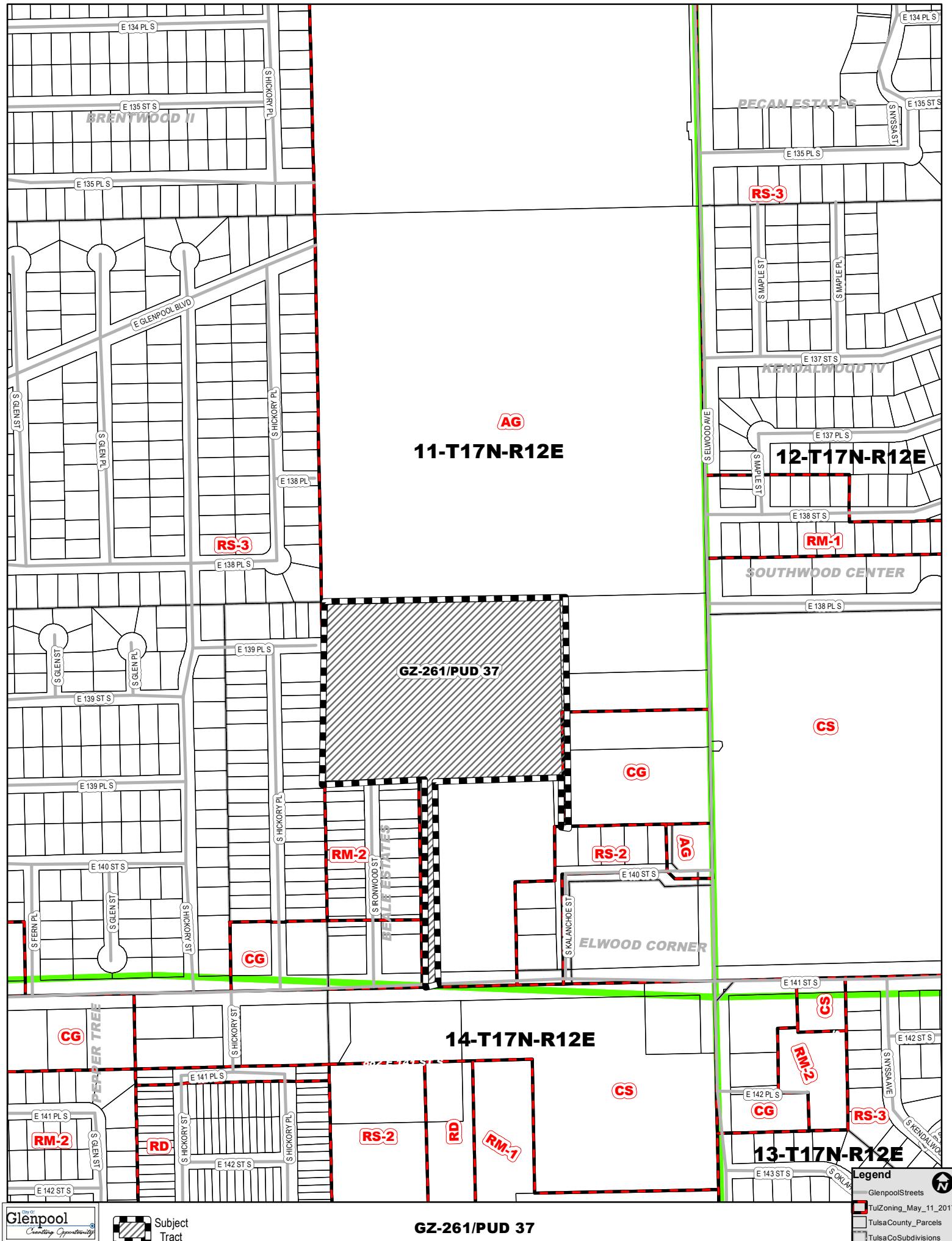
After hearing the presentation by the applicant, Nathan Cross, Chairman Watts asked for any public comments. Ms. Tereasa Parks asked how the drainage was to be handled. She was told that a subdivision plat would have to be filed later by a civil engineer to work through these issues and, at that time, 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. The applicant showed her the concept plan and how it connects to 141st street. He proposes to install a cul-de-sac at the end of Ironwood Street. Another currently dead-end 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.

### 9/5/17 - CITY COUNCIL

Rick Malone, City Planner introduced the rezoning application and then introduced Nathan Cross, attorney for the applicant. Mr. Cross described "The Pines" project, consisting of 12 acres, with plans to construct a maximum of 31 homes. Mr. Malone stated that the Glenpool Planning Commission recommended approval of the project. Mr. Alan Woodcock of Glenpool spoke against the project due to incompatibility with the Glenpool Comprehensive Plan, as well as a potential adverse financial effect on the Glenpool School District, with a vote of 2-1-1 the motion failed.

By direction of the City Council, these two applications were re-advertised in the Tulsa World, notices were sent to the property owners within a 300-foot radius and a sign was placed on the site per state statute to set this for public hearing on 10/2/17.





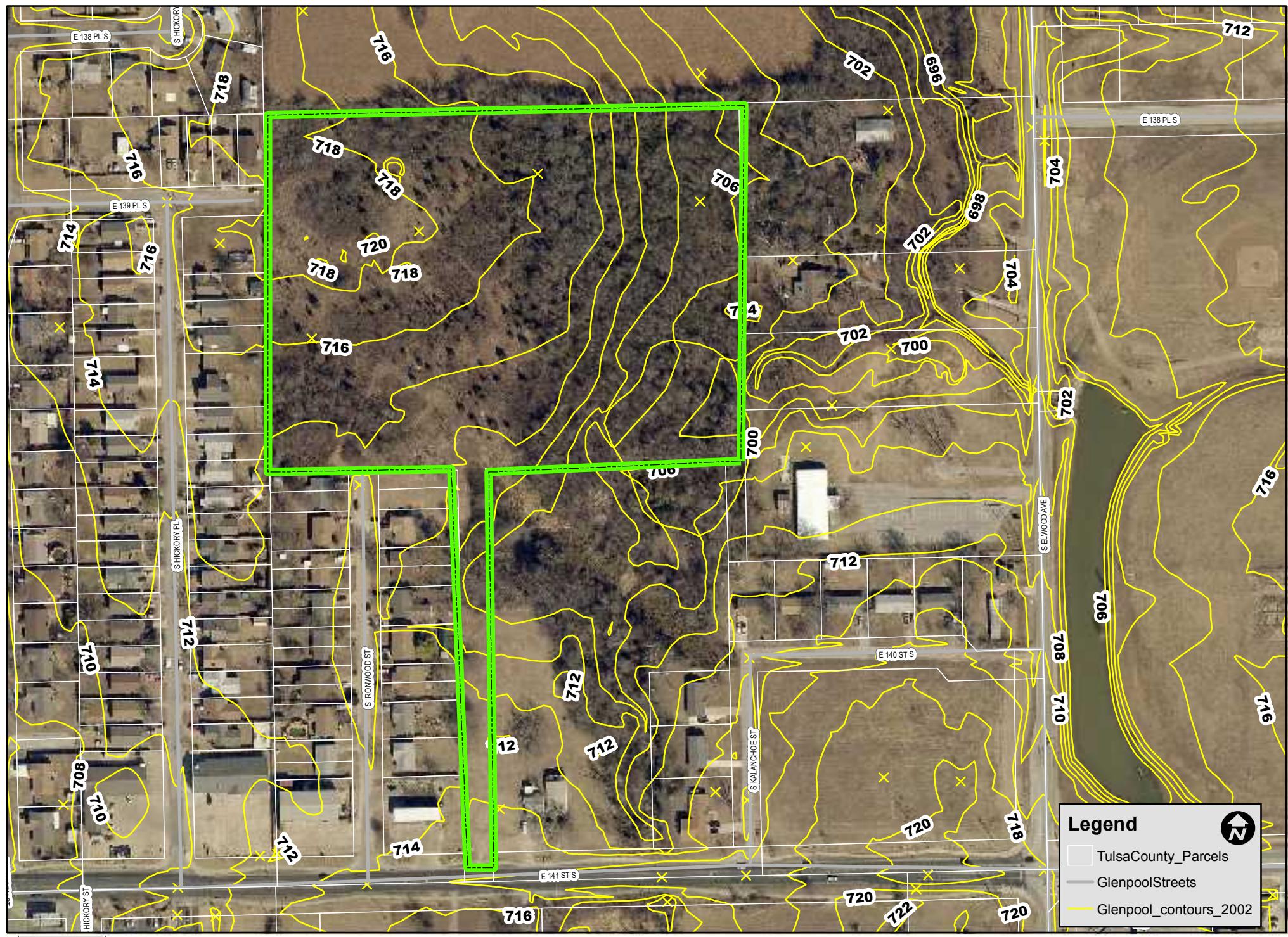
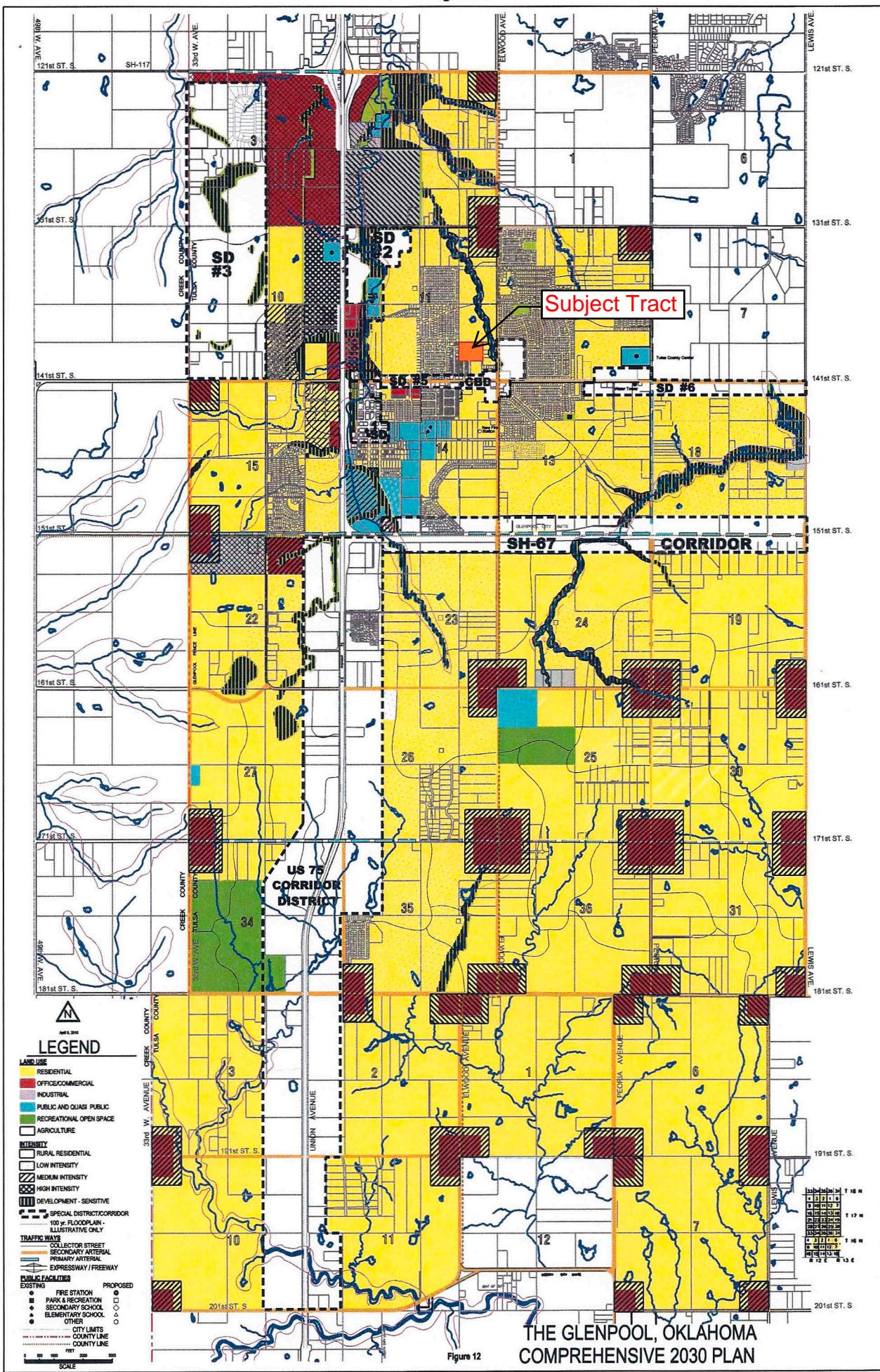


Figure 12



# 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>\$250.00</u>
ADDITIONAL FEE	\$		APPLICATION SUBTOTAL \$
NEWSPAPER PUBLICATION		BILLED LATER	
SIGNS	\$50.00 X 1 = \$	<u>\$ 50.00</u>	
300' PROPERTY OWNERS MAILING & POSTAGE		1.00 + \$ = \$	NOTICE SUBTOTAL \$ <u>75.00</u>
RECEIPT NUMBER:		TOTAL AMOUNT DUE \$ <u>315.00</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
-----------------------	--

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.

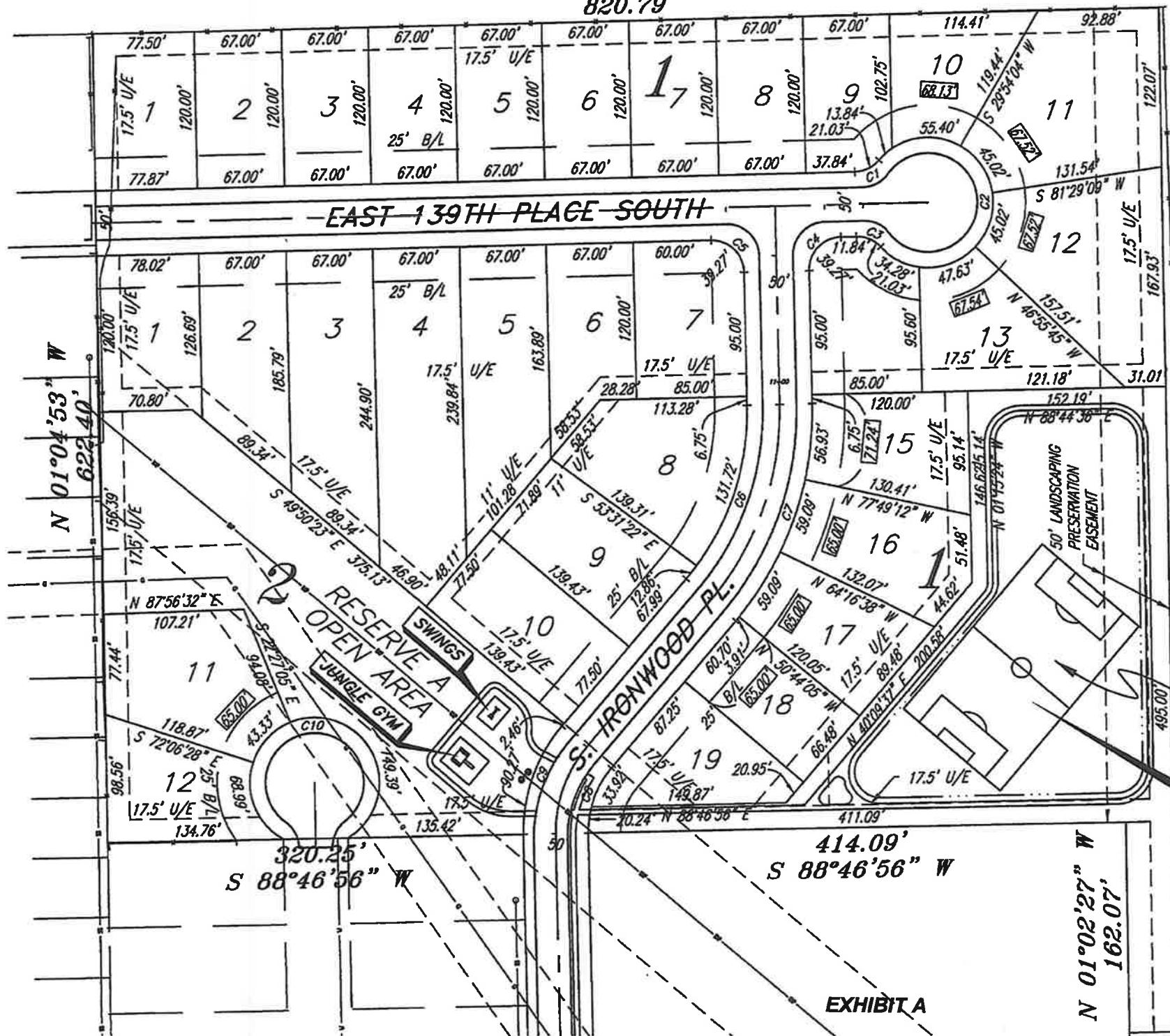
### **Walking Trail**

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°44'36" E*  
*820.79'*



5010022715 E

*DETENTION  
FACILITY  
RESERVE B*

## HALF-SIZE SOCCER FIELD

**EXHIBIT A**

# P.U.D. SITE PLAN

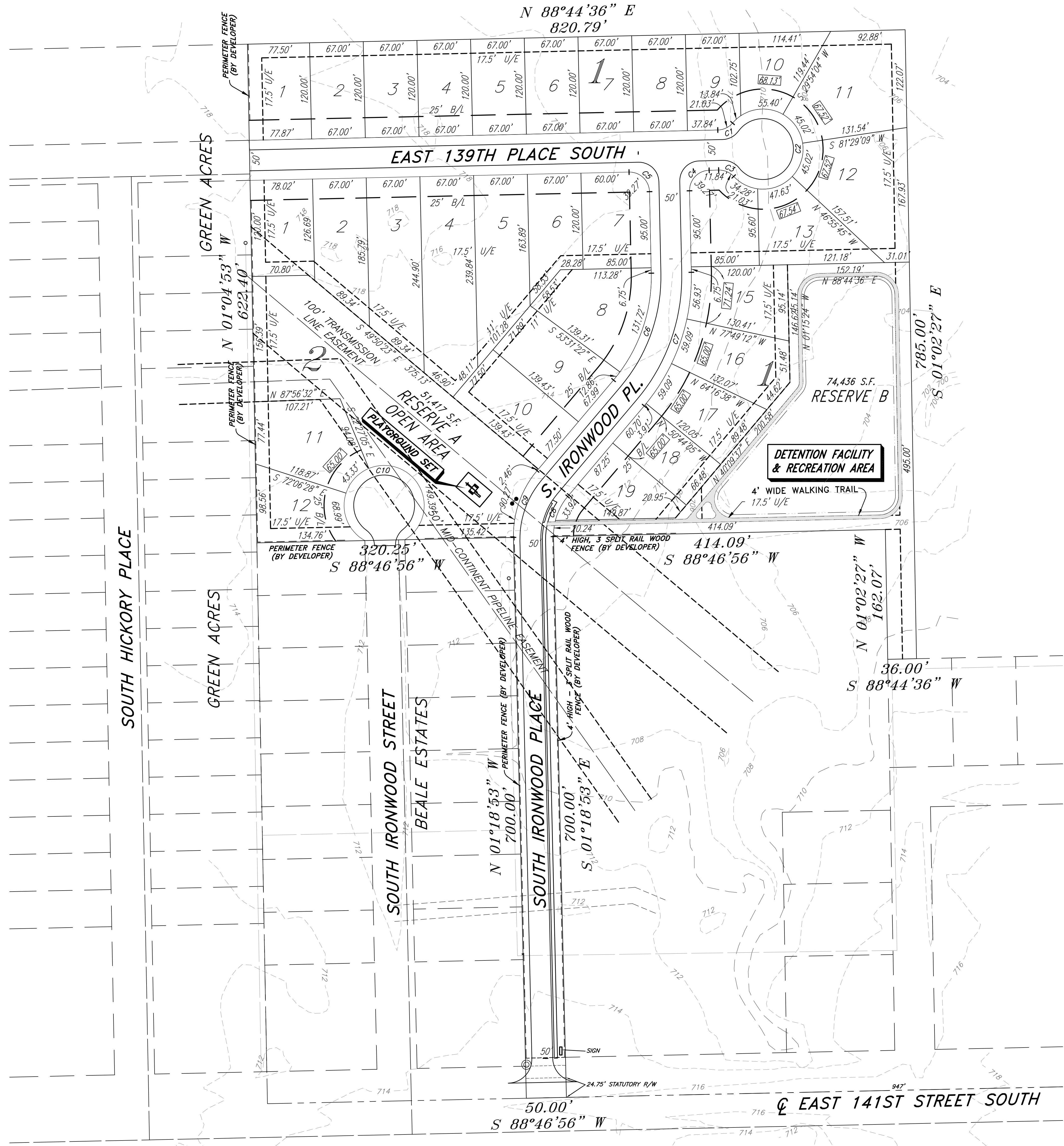
## THE PINES

ENGINEER/SURVEYOR  
TUTTLE & ASSOCIATES, INC.

1"=60'

9718 EAST 55TH PLACE SOUTH  
TULSA, OKLAHOMA 74135  
PHONE: (918) 663-5567  
EMAIL: tuttle-assocites@sbcglobal.net  
CERTIFICATE OF AUTHORITY CA 46  
EXPIRATION 6-30-17

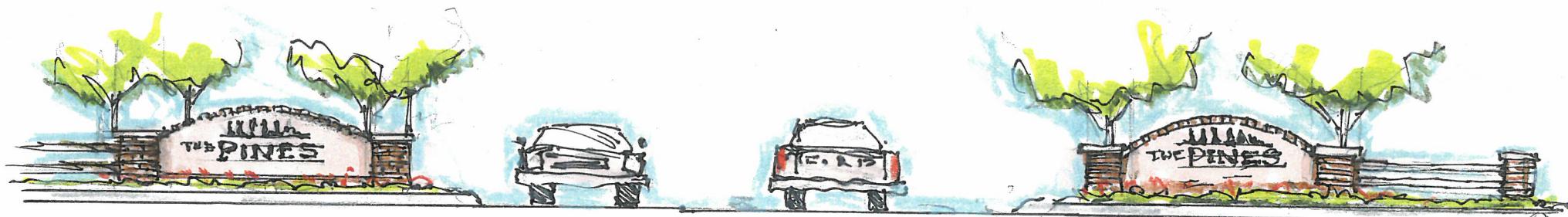
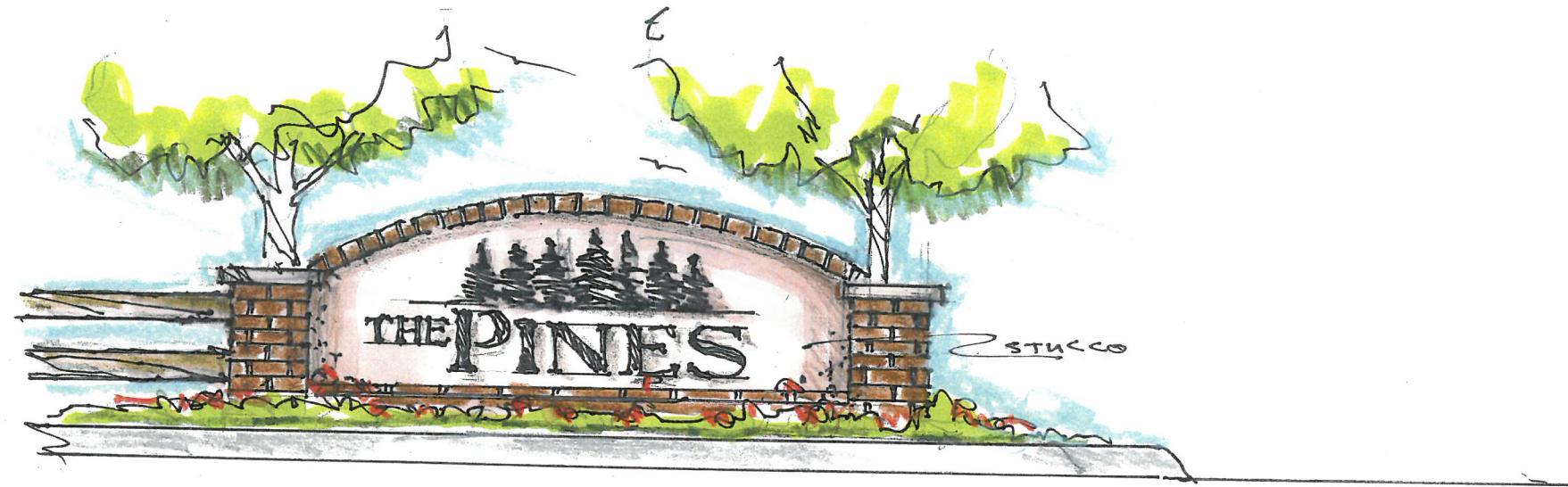
A location map showing a section of Highway 11. The highway is a horizontal line with a circle containing the number "11" in its center. A vertical line extends upwards from the circle. To the left of the highway, the text "HIGHWAY 75" is oriented vertically. To the right, the text "SOUTH ELWOOD AVENUE" is oriented vertically. Below the highway, the text "WEST 131ST STREET SOUTH" is positioned above the circle, and "WEST 141ST STREET SOUTH" is positioned below the circle. A rectangular box labeled "SITE" is located to the right of the highway, below the vertical line, with a small line extending from the top of the box towards the vertical line.



## NOTES:

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 (HMO) 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.





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 2<sup>nd</sup> day of October 2017.

**CITY OF GLENPOOL**

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Timothy Lee Fox, Mayor

Attest:

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Susan White, City Clerk

Approved as to Form:

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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 2<sup>nd</sup> day of October 2017.

**CITY OF GLENPOOL**

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Timothy Lee Fox, Mayor

Attest:

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Susan White, City Clerk

Approved as to Form:

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Lowell Peterson, City Attorney



Date: October 2, 2017

To: Honorable Mayor and City Council  
From: Susan White, Interim City Manager  
Re: Real Estate Sales Contract

#### BACKGROUND

Glenpool City Council approved a sub-lease between Glenpool Public Schools (GPS) and TCC on June 5, 2017. The arrangement was struck to facilitate the immediate occupancy of GPS at the property. GPS has committed their intent to purchase the property and thereby solidify the presence of TCC in Glenpool. GPS, TCC and the City of Glenpool recognize the unique privilege and opportunity for Glenpool students seeking to obtain their Associates Degree is fostered by convenient accessibility to a local campus.

#### RECOMMENDATION

Staff recommends Council approval of the Contract.

**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 Monday, October 2, 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 September 5, and September 18, 2017 meetings.
- 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

October 2, 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 on city side.

### Water Distribution:

- Meter reading started on September 7<sup>th</sup>.
- Meter reading was completed on September 7<sup>th</sup>.
- Total rereads for September 13.
- 212 Service Orders, 12 Blue tags and 35 water meter data logs were issued by the water billing dept.
- 7 New construction meters were set.
- 294 Line locates were issued by call Okie.
- There were 158 turn offs.
- All meters have been changed out per the contract with RG3. We are just finalizing the install numbers as well as the number of boxes that were either raised or replaced so that the project can then be signed off as complete and closed.

**MINUTES**  
**GLENPOOL UTILITY SERVICES AUTHORITY**  
**REGULAR SESSION**  
**September 5, 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; Brandon Kearns and Jacqueline Triplett-Lund. Trustee Patricia Agee was absent.

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

- A) Chairman Fox called the meeting to order at 7:14 p.m.**
- B) Julie Casteen, Deputy 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 August 7, 2017 meeting.**  
**MOTION:** Trustee Kearns moved, second by Trustee Lund to approve minutes as presented.  
**FOR:** Trustee Lund; Vice-Chairman Ceesay; Chairman Fox; Trustee Kearns  
**AGAINST:** None  
**ABSENT:** Trustee Agee  
**Motion carried.**
- E) Adjournment.**
  - There being no further business, Chairman Fox declared the meeting adjourned at 7:19 p.m.

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Date

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Chairman

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ATTEST:

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Secretary

**MINUTES**  
**GLENPOOL UTILITY SERVICES AUTHORITY**  
**SPECIAL SESSION**  
**SEPTEMBER 18, 2017**

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

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

**A) Chairman Fox called the meeting to order at 6:02 p.m.**

The Special Session of GUSA was called to order to run concurrent with the City Council Meeting.

**B) Susan White, Secretary called the roll and Chairman Fox declared a quorum present.**

**C) Scheduled Business:**

**1) Discussion and possible action to enter concurrently and jointly with the City Council into Executive Session to discuss the employment and hiring of a City Manager, including one or more 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:** Trustee Agee moved, second by Trustee Lund to enter concurrently and jointly with the Glenpool City Council into Executive Session for purpose state above.

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

**AGAINST:** None

**ABSENT:** Trustee Kearns

**Motion carried.**

Trustees/Councilors exited to Executive Session Chambers at 6:56 p.m.

**2) Discussion and possible action to reconvene in Joint Session with the City Council.**

**MOTION:** Trustee Agee moved, second by Trustee Lund to reconvene in Joint Session with City Council at 8:19 p.m.

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

**AGAINST:** None

**ABSENT:** Trustee Kearns

**Motion carried.**

**3) Discussion and possible action to approve a City Manager Employment Contract to commence on this date as the effective date and to continue in effect through June 30, 2020, between and among the City of Glenpool, the Glenpool Utility Services Authority and the candidate named therein as Employee, subject to all terms and conditions of such Contract.**

**MOTION:** Vice Chairman Ceesay moved, second by Trustee Lund to approve a City Manager Employment Contract as presented.

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

**AGAINST:** Trustee Agee

**ABSENT:** Trustee Kearns

**Motion carried.**

**D) Adjournment.**

- There being no further business, Chairman Fox declared the meeting adjourned at 8:22 p.m.

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Date

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Chairman

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, Monday, October 2, 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 September 5, 2017 meetings.
  - 2)** Discussion and possible action to concur with action taken in the City Council meeting to approve a Public Improvements Reimbursement Agreement among the City of Glenpool, the Glenpool Industrial Authority, and Saint Francis Hospital South, LLC.  
(Lowell Peterson, City Attorney)
  - 3)** Discussion and possible action to approve a proposal from Global Sign Solutions to purchase a L.E.D. backlit wall sign for the Glenpool Conference Center, at a cost not to exceed \$6,200.00.  
(Lea Ann Reed, Conference Center Director)
- 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**  
**September 5, 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; Brandon Kearns; and Jacqueline Triplett-Lund. Trustee Patricia Agee was absent.

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

- A) Timothy Fox, Chairman called the meeting to order at 7:19 p.m.**
- B) Julie Casteen, Deputy Secretary called the roll and Chairman Fox declared a quorum present.**
- C) Scheduled Business**

- 1) Discussion and possible action to approve minutes from August 7, 2017 and August 21, 2017 meetings.**

**MOTION:** Vice-Chairman Ceesay moved, second by Trustee Lund to approve minutes as presented.

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

**AGAINST:** None

**ABSENT:** Trustee Agee

**Motion carried.**

- D) Adjournment**

- There being no further business, Chairman Fox declared the meeting adjourned at 7:20 p.m.

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Date

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Chairman

ATTEST:

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Secretary



Glenpool Conference Center  
12205 S. Yukon Ave.  
PO Box 70  
Glenpool, OK 74033

**MEMORANDUM**

**TO:** HONORABLE CHAIRMAN AND TRUSTEES  
**FROM:** LEA ANN REED, CONFERENCE CENTER DIRECTOR  
**DATE:** OCTOBER 2, 2017  
**SUBJECT:** GLENPOOL CONFERENCE CENTER SIGN REPLACEMENT PROPOSAL

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**Background:**

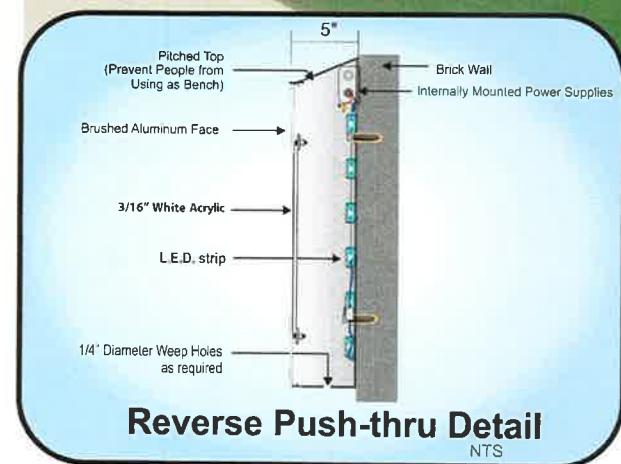
The Glenpool Conference Center sign located on the north side of the waterfall has been vandalized numerous times over the past 6 years. The bronze letters have been broken off the wall from people climbing on them, we've replaced the letters several times but this issue keeps happening. Staff received bids from two companies and chose the proposal from Global Sign Solutions due to design and price. The proposal includes a 15' x 3' 2" brushed aluminum sign with reverse push-thru letters and beveled top and sides. The letters will be backlit with a L.E.D. strip so it can be easily seen at night without the ground spotlights. This project was not specified in the FY 2017-2018 Budget but it falls within the GCC maintenance budget line item 30-6-01-6273.

**Staff Recommendation:**

Staff recommends approval of the attached proposal from Global Sign Solutions in the amount of \$6,200.

**Attachment:**

Global Sign Solutions Proposal



**918.827.6561**  
**17424 S. UNION AVE.**  
**MOUNDS, OK. 74047**  
[www.globalsignsolutions.com](http://www.globalsignsolutions.com)

Drwg#: 2K170731-0945 Date: July 31, 2017  
 Address: NA Sales Rep: John  
 City, State: Glenpool, OK Customer: City of Glenpool

Job Details: Manufacture and install illustrated reverse push-thru letters and beveled top and sides. Sign to have brushed aluminum finish.

**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, Monday, October 2, 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 September 5, 2017 meeting.
  - 2)** Discussion and possible action to approve purchase order(s) and receipts register totaling \$21,045.42.  
(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  
Chief 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: September 28, 2017  
  
Ref: EMS Report August 31, 2017 – September 27, 2017

During the period of August 31, 2017 through September 27, 2017 we logged 101 calls for service.

55 patients transported  
22 patients were treated and refused transport  
10 calls were mutual aid given  
7 calls were mutual aid received  
4 calls were cancelled prior to arrival  
3 calls were no patient found

We had a 97% response time compliance during this period.

Mercy Regional EMS participated in the Touch a Truck event held in Glenpool on Sept. 25<sup>th</sup> by providing an ambulance for citizens to look at and provided safety coloring books for the children.

A few events coming up in October, including the annual Spooktacular Fest and some neighborhood fall festivals that we have scheduled to make an appearance. I will report more on those events next month.

  
Brian Cook,  
Chief of Operations

Chun	Call Date	Pick Up Location	Destination	Dispatched	En Route	On Scene	Transport	Arrived	Clear	Response Time	Unit
17-9851	8/31/2017 17:30	EMERGENCY SCENE	CANCELLED BY PD OR OTHER SERVICE	8/31/2017 17:31	8/31/2017 17:31	8/31/2017 17:31	8/31/2017 17:31	8/31/2017 17:31	8/31/2017 17:31	00:00:25	MEDIC 401
17-9852	8/31/2017 17:35	EMERGENCY SCENE	SIGNED PATIENT REFUSAL	8/31/2017 17:35	8/31/2017 17:36	8/31/2017 17:43	8/31/2017 18:15	8/31/2017 18:15	8/31/2017 18:15	00:08:18	MEDIC 401
17-9865	9/1/2017 00:07	EMERGENCY SCENE	OSU MEDICAL CENTER	9/1/2017 00:09	9/1/2017 00:13	9/1/2017 00:15	9/1/2017 00:22	9/1/2017 00:39	9/1/2017 00:50	00:08:45	MEDIC 401
17-9871	9/1/2017 07:25	EMERGENCY SCENE	SIGNED PATIENT REFUSAL	9/1/2017 07:25	9/1/2017 07:28	9/1/2017 07:32	9/1/2017 07:49	9/1/2017 07:49	9/1/2017 07:49	00:06:35	MEDIC 401
17-9890	9/1/2017 13:42	EMERGENCY SCENE	ST. JOHN TULSA	9/1/2017 13:42	9/1/2017 13:43	9/1/2017 13:48	9/1/2017 14:00	9/1/2017 14:17	9/1/2017 14:39	00:06:22	MEDIC 401
17-9894	9/1/2017 14:25	EMERGENCY SCENE	MUTUAL AID RECEIVED								MUTUAL AID RECEIVED
17-9900	9/1/2017 14:55	EMERGENCY SCENE	ST. JOHN TULSA	9/1/2017 14:55	9/1/2017 14:55	9/1/2017 14:56	9/1/2017 15:12	9/1/2017 15:29	9/1/2017 15:43	00:01:47	MEDIC 401
17-9912	9/1/2017 18:41	EMERGENCY SCENE	ST. JOHN TULSA	9/1/2017 18:42	9/1/2017 18:42	9/1/2017 18:45	9/1/2017 19:09	9/1/2017 19:32	9/1/2017 19:50	00:04:14	MEDIC 401
17-9949	9/3/2017 00:18	EMERGENCY SCENE	ST. FRANCIS TULSA	9/3/2017 00:19	9/3/2017 00:20	9/3/2017 00:23	9/3/2017 00:47	9/3/2017 01:59	9/3/2017 01:45	00:05:38	MEDIC 401
17-9960	9/3/2017 14:31	EMERGENCY SCENE	HILLCREST MEDICAL CENTER	9/3/2017 14:32	9/3/2017 14:35	9/3/2017 14:45	9/3/2017 15:12	9/3/2017 15:35	9/3/2017 15:52	00:14:37	MUTUAL AID GIVEN
17-9967	9/3/2017 17:59	EMERGENCY SCENE	HILLCREST MEDICAL CENTER	9/3/2017 18:00	9/3/2017 18:04	9/3/2017 18:25	9/3/2017 19:47	9/3/2017 19:50	9/3/2017 19:50	00:05:08	MEDIC 401
17-9978	9/4/2017 12:57	EMERGENCY SCENE	ST. FRANCIS TULSA	9/4/2017 12:58	9/4/2017 13:00	9/4/2017 13:02	9/4/2017 13:23	9/4/2017 13:51	9/4/2017 14:20	00:04:42	MEDIC 401
17-9979	9/4/2017 13:34	EMERGENCY SCENE	ST. FRANCIS TULSA	9/4/2017 13:34	9/4/2017 13:34	9/4/2017 13:41	9/4/2017 13:58	9/4/2017 14:22	9/4/2017 14:40	00:07:11	MEDIC 102
17-9982	9/4/2017 14:28	EMERGENCY SCENE	SIGNED PATIENT REFUSAL	9/4/2017 14:29	9/4/2017 14:29	9/4/2017 14:40	9/4/2017 14:51	9/4/2017 14:51	9/4/2017 14:51	00:11:34	MEDIC 401
17-9989	9/4/2017 17:33	EMERGENCY SCENE	ST. FRANCIS TULSA	9/4/2017 17:34	9/4/2017 17:36	9/4/2017 17:58	9/4/2017 18:17	9/4/2017 18:39	9/4/2017 18:39	00:05:36	MEDIC 401
17-9995	9/4/2017 21:10	EMERGENCY SCENE	ST. JOHN TULSA	9/4/2017 21:10	9/4/2017 21:11	9/4/2017 21:15	9/4/2017 21:37	9/4/2017 22:03	9/4/2017 22:37	00:04:14	MEDIC 401
17-10010	9/5/2017 09:44	EMERGENCY SCENE	HILLCREST MEDICAL CENTER	9/5/2017 09:45	9/5/2017 09:46	9/5/2017 09:48	9/5/2017 10:11	9/5/2017 10:29	9/5/2017 11:12	00:03:28	MEDIC 401
17-10015	9/5/2017 10:45	EMERGENCY SCENE	UNK								MUTUAL AID RECEIVED
17-10050	9/5/2017 23:02	EMERGENCY SCENE	CANCELLED BY NURSING STAFF	9/5/2017 23:03	9/5/2017 23:04	9/5/2017 23:09	9/5/2017 23:31	9/5/2017 23:31	9/5/2017 23:31	00:06:43	MEDIC 401
17-10052	9/5/2017 23:50	EMERGENCY SCENE	ST. FRANCIS TULSA	9/5/2017 23:51	9/5/2017 23:53	9/6/2017 00:03	9/6/2017 00:26	9/6/2017 00:45	9/6/2017 01:00	00:13:50	MEDIC 401
17-10080	9/6/2017 17:07	EMERGENCY SCENE	HILLCREST MEDICAL CENTER	9/6/2017 17:08	9/6/2017 17:09	9/6/2017 17:12	9/6/2017 17:30	9/6/2017 17:52	9/6/2017 18:29	00:04:46	MEDIC 401
17-10097	9/7/2017 09:28	EMERGENCY SCENE	HILLCREST SOUTH	9/7/2017 09:29	9/7/2017 09:30	9/7/2017 09:33	9/7/2017 09:54	9/7/2017 10:15	9/7/2017 10:33	00:04:59	MEDIC 401
17-10112	9/7/2017 14:19	EMERGENCY SCENE	CANCELLED BY PD OR OTHER SERVICE	9/7/2017 14:20	9/7/2017 14:21	9/7/2017 14:23	9/7/2017 14:28	9/7/2017 14:28	9/7/2017 14:28	00:03:29	MEDIC 401
17-10115	9/7/2017 16:05	EMERGENCY SCENE	ST. FRANCIS TULSA	9/7/2017 16:06	9/7/2017 16:06	9/7/2017 16:09	9/7/2017 16:27	9/7/2017 16:47	9/7/2017 17:01	00:04:29	MEDIC 401
17-10121	9/7/2017 19:31	EMERGENCY SCENE	ST. FRANCIS TULSA	9/7/2017 19:32	9/7/2017 19:33	9/7/2017 19:36	9/7/2017 19:55	9/7/2017 20:11	9/7/2017 20:29	00:04:40	MEDIC 401
17-10127	9/7/2017 23:20	EMERGENCY SCENE	SIGNED PATIENT REFUSAL	9/7/2017 23:20	9/7/2017 23:21	9/7/2017 23:26	9/7/2017 23:43	9/7/2017 23:43	9/7/2017 23:43	00:06:06	MEDIC 401
17-10155	9/8/2017 12:02	EMERGENCY SCENE	ST. FRANCIS TULSA	9/8/2017 12:02	9/8/2017 12:03	9/8/2017 12:04	9/8/2017 12:21	9/8/2017 12:40	9/8/2017 12:49	00:01:56	MEDIC 401
17-10166	9/8/2017 16:41	EMERGENCY SCENE	SIGNED PATIENT REFUSAL	9/8/2017 16:41	9/8/2017 16:42	9/8/2017 16:46	9/8/2017 17:05	9/8/2017 17:05	9/8/2017 17:05	00:05:12	MEDIC 401
17-10172	9/8/2017 19:05	EMERGENCY SCENE	ST. FRANCIS TULSA	9/8/2017 19:06	9/8/2017 19:09	9/8/2017 19:17	9/8/2017 19:34	9/8/2017 19:48	9/8/2017 19:48	00:04:33	MEDIC 401
17-10175	9/8/2017 21:48	EMERGENCY SCENE	ST. JOHN TULSA	9/8/2017 21:49	9/8/2017 21:49	9/8/2017 21:55	9/8/2017 22:10	9/8/2017 22:22	9/8/2017 22:49	00:06:18	MEDIC 401
17-10189	9/9/2017 14:56	EMERGENCY SCENE	ST. JOHN TULSA	9/9/2017 14:56	9/9/2017 14:57	9/9/2017 15:01	9/9/2017 15:20	9/9/2017 15:45	9/9/2017 16:05	00:05:28	MEDIC 401
17-10199	9/9/2017 20:38	EMERGENCY SCENE	SIGNED PATIENT REFUSAL	9/9/2017 20:40	9/9/2017 20:42	9/9/2017 20:59	9/9/2017 21:34	9/9/2017 21:34	9/9/2017 21:34	00:21:15	MUTUAL AID GIVEN
17-10215	9/10/2017 18:30	EMERGENCY SCENE	SIGNED PATIENT REFUSAL	9/10/2017 18:31	9/10/2017 18:33	9/10/2017 18:36	9/10/2017 18:45	9/10/2017 18:45	9/10/2017 18:45	00:05:28	MEDIC 401
17-10239	9/11/2017 12:22	EMERGENCY SCENE	ST. JOHN TULSA	9/11/2017 12:22	9/11/2017 12:24	9/11/2017 12:24	9/11/2017 12:27	9/11/2017 12:57	9/11/2017 13:21	00:05:09	MEDIC 401
17-10259	9/11/2017 19:08	EMERGENCY SCENE	ST. FRANCIS TULSA	9/11/2017 19:10	9/11/2017 19:10	9/11/2017 19:13	9/11/2017 19:25	9/11/2017 19:48	9/11/2017 20:00	00:04:08	MEDIC 401
17-10262	9/11/2017 20:00	EMERGENCY SCENE	SIGNED PATIENT REFUSAL	9/11/2017 20:01	9/11/2017 20:01	9/11/2017 20:16	9/11/2017 20:48	9/11/2017 20:48	9/11/2017 20:48	00:16:12	MEDIC 401
17-10273	9/12/2017 06:09	EMERGENCY SCENE	ST. FRANCIS TULSA	9/12/2017 06:09	9/12/2017 06:10	9/12/2017 06:18	9/12/2017 06:56	9/12/2017 07:15	9/12/2017 07:44	00:08:46	MEDIC 401
17-10275	9/12/2017 08:33	EMERGENCY SCENE	ST. FRANCIS TULSA	9/12/2017 08:36	9/12/2017 08:36	9/12/2017 08:41	9/12/2017 09:18	9/12/2017 09:39	9/12/2017 10:23	00:07:53	MEDIC 401
17-10291	9/13/2017 13:26	EMERGENCY SCENE	SIGNED PATIENT REFUSAL	9/13/2017 13:27	9/13/2017 13:27	9/13/2017 13:32	9/13/2017 14:09	9/13/2017 14:09	9/13/2017 14:09	00:05:55	MEDIC 401
17-10352	9/13/2017 19:26	EMERGENCY SCENE	HILLCREST SOUTH	9/13/2017 19:26	9/13/2017 19:26	9/13/2017 19:32	9/13/2017 20:04	9/13/2017 20:17	9/13/2017 20:37	00:05:50	MEDIC 401
17-10359	9/14/2017 02:14	EMERGENCY SCENE	ST. JOHN SAPULPA	9/14/2017 02:14	9/14/2017 02:17	9/14/2017 02:18	9/14/2017 02:40	9/14/2017 02:40	9/14/2017 02:57	00:03:28	MEDIC 401
17-10363	9/14/2017 07:12	EMERGENCY SCENE	HILLCREST MEDICAL CENTER	9/14/2017 07:14	9/14/2017 07:15	9/14/2017 07:15	9/14/2017 07:15	9/14/2017 07:15	9/14/2017 07:15	00:13:40	MUTUAL AID GIVEN
17-10375	9/14/2017 12:59	EMERGENCY SCENE	SIGNED PATIENT REFUSAL	9/14/2017 13:00	9/14/2017 13:01	9/14/2017 13:03	9/14/2017 13:26	9/14/2017 13:26	9/14/2017 13:26	00:04:27	MEDIC 401
17-10377	9/14/2017 15:27	EMERGENCY SCENE	SIGNED PATIENT REFUSAL	9/14/2017 15:31	9/14/2017 15:33	9/14/2017 15:37	9/14/2017 15:47	9/14/2017 15:47	9/14/2017 15:47	00:04:27	MEDIC 401
17-10414	9/15/2017 10:08	EMERGENCY SCENE	SIGNED PATIENT REFUSAL	9/15/2017 10:09	9/15/2017 10:14	9/15/2017 10:31	9/15/2017 10:31	9/15/2017 10:31	9/15/2017 10:31	00:05:58	MEDIC 401
17-10416	9/15/2017 10:42	EMERGENCY SCENE	ST. FRANCIS TULSA	9/15/2017 10:43	9/15/2017 10:43	9/15/2017 10:46	9/15/2017 11:03	9/15/2017 11:25	9/15/2017 11:43	00:03:57	MEDIC 401
17-10420	9/15/2017 12:10	EMERGENCY SCENE	NO PATIENT FOUND	9/15/2017 12:11	9/15/2017 12:12	9/15/2017 12:12	9/15/2017 12:12	9/15/2017 12:21	9/15/2017 12:21	00:08:23	MEDIC 401
17-10431	9/15/2017 15:10	EMERGENCY SCENE	ST. FRANCIS TULSA	9/15/2017 15:11	9/15/2017 15:12	9/15/2017 15:17	9/15/2017 15:32	9/15/2017 15:54	9/15/2017 16:12	00:06:41	MEDIC 401
17-10442	9/15/2017 18:42	EMERGENCY SCENE	HILLCREST SOUTH	9/15/2017 18:43	9/15/2017 18:45	9/15/2017 18:47	9/15/2017 19:12	9/15/2017 19:31	9/15/2017 19:59	00:04:35	MEDIC 401
17-10445	9/15/2017 20:32	EMERGENCY SCENE	ST. JOHN TULSA	9/15/2017 20:33	9/15/2017 20:36	9/15/2017 21:20	9/15/2017 21:20	9/15/2017 21:24	9/15/2017 21:45	00:04:04	MEDIC 401
17-10446	9/15/2017 20:43	EMERGENCY SCENE	UNK								MUTUAL AID RECEIVED
17-10456	9/16/2017 03:02	EMERGENCY SCENE	ST. FRANCIS TULSA	9/16/2017 03:03	9/16/2017 03:06	9/16/2017 03:27	9/16/2017 03:42	9/16/2017 03:58	9/16/2017 03:58	00:07:54	MEDIC 401
17-10462	9/16/2017 10:35	EMERGENCY SCENE	ST. JOHN SAPULPA	9/16/2017 10:37	9/16/2017 10:46	9/16/2017 11:13	9/16/2017 11:37	9/16/2017 11:37	9/16/2017 11:37	00:11:09	MUTUAL AID GIVEN
17-10465	9/16/2017 15:21	EMERGENCY SCENE	SIGNED PATIENT REFUSAL	9/16/2017 15:22	9/16/2017 15:24	9/16/2017 15:27	9/16/2017 16:07	9/16/2017 16:07	9/16/2017 16:07	00:05:25	MEDIC 401
17-10476	9/17/2017 00:45	EMERGENCY SCENE	SIGNED PATIENT REFUSAL	9/17/2017 00:45	9/17/2017 00:50	9/17/2017 00:52	9/17/2017 01:21	9/17/2017 01:21	9/17/2017 01:21	00:07:16	MEDIC 401
17-10483	9/17/2017 10:22	EMERGENCY SCENE	ST. JOHN TULSA	9/17/2017 10:24	9/17/2017 10:25	9/17/2017 10:47	9/17/2017 11:02	9/17/2017 11:30	9/17/2017 11:30	00:03:09	MEDIC 401
17-10494	9/17/2017 19:24	EMERGENCY SCENE	ST. JOHN TULSA	9/17/2017 19:26	9/17/2017 19:28	9/17/2017 19:30	9/17/2017 19:53	9/17/2017 20:14	9/17/2017 20:26	00:06:07	MEDIC 401</

17-10662	9/21/2017 18:40	EMERGENCY SCENE	SIGNED PATIENT REFUSAL	9/21/2017 18:41	9/21/2017 18:42	9/21/2017 18:45	9/21/2017 19:01	9/21/2017 19:01	9/21/2017 19:01	00:04:47	MEDIC 401
17-10663	9/21/2017 19:01	EMERGENCY SCENE	ST. FRANCIS TULSA	9/21/2017 19:01	9/21/2017 19:02	9/21/2017 19:05	9/21/2017 19:24	9/21/2017 19:45	9/21/2017 19:58	00:03:41	MEDIC 401
17-10671	9/21/2017 23:41	EMERGENCY SCENE	HILLCREST MEDICAL CENTER	9/21/2017 23:41	9/21/2017 23:46	9/21/2017 23:48	9/22/2017 00:05	9/22/2017 00:26	9/22/2017 00:59	00:06:54	MEDIC 401
17-10678	9/22/2017 05:48	EMERGENCY SCENE	NO PATIENT FOUND	9/22/2017 05:48	9/22/2017 05:50	9/22/2017 05:54	9/22/2017 06:03	9/22/2017 06:03	9/22/2017 06:03	00:06:26	MEDIC 401
17-10695	9/22/2017 12:07	EMERGENCY SCENE	ST. JOHN TULSA	9/22/2017 12:08	9/22/2017 12:08	9/22/2017 12:08	9/22/2017 12:11	9/22/2017 12:27	9/22/2017 12:45	00:04:12	MEDIC 401
17-10700	9/22/2017 12:07	EMERGENCY SCENE	SIGNED PATIENT REFUSAL	9/22/2017 12:08	9/22/2017 12:08	9/22/2017 12:11	9/22/2017 12:27	9/22/2017 12:45	9/22/2017 13:00	00:04:12	MEDIC 401
17-10719	9/22/2017 20:31	EMERGENCY SCENE	ST. JOHN SAPULPA	9/22/2017 20:31	9/22/2017 20:33	9/22/2017 20:37	9/22/2017 21:07	9/22/2017 21:26	9/22/2017 21:38	00:05:43	MEDIC 401
17-10722	9/22/2017 21:50	EMERGENCY SCENE	ST. JOHN SAPULPA	9/22/2017 21:50	9/22/2017 21:53	9/22/2017 22:01	9/22/2017 22:15	9/22/2017 22:18	9/22/2017 22:34	00:10:45	MUTUAL AID GIVEN
17-10728	9/23/2017 07:06	EMERGENCY SCENE	ST. JOHN TULSA	9/23/2017 07:08	9/23/2017 07:11	9/23/2017 07:16	9/23/2017 07:40	9/23/2017 08:01	9/23/2017 08:27	00:09:49	MEDIC 401
17-10734	9/23/2017 10:41	EMERGENCY SCENE	ST. JOHN TULSA	9/23/2017 10:43	9/23/2017 10:44	9/23/2017 10:48	9/23/2017 11:15	9/23/2017 11:39		00:06:52	MEDIC 401
17-10753	9/24/2017 01:55	EMERGENCY SCENE	HILLCREST SOUTH	9/24/2017 01:55	9/24/2017 01:58	9/24/2017 02:00	9/24/2017 02:18	9/24/2017 02:33	9/24/2017 02:48	00:04:56	MEDIC 401
17-10761	9/24/2017 13:05	EMERGENCY SCENE	HILLCREST MEDICAL CENTER	9/24/2017 13:06	9/24/2017 13:07	9/24/2017 13:11	9/24/2017 13:34	9/24/2017 13:58	9/24/2017 14:20	00:12:58	MUTUAL AID GIVEN
17-10764	9/24/2017 14:13	EMERGENCY SCENE	ST. JOHN TULSA	9/24/2017 14:14	9/24/2017 14:15	9/24/2017 14:21	9/24/2017 14:44	9/24/2017 15:01	9/24/2017 15:23	00:07:20	MEDIC 102
17-10767	9/24/2017 16:43	EMERGENCY SCENE	HILLCREST MEDICAL CENTER	9/24/2017 16:44	9/24/2017 16:46	9/24/2017 16:48	9/24/2017 17:05	9/24/2017 17:26	9/24/2017 17:41	00:05:33	MEDIC 401
17-10768	9/24/2017 16:52	EMERGENCY SCENE	LINK								MUTUAL AID RECEIVED
17-10769	9/24/2017 17:56	EMERGENCY SCENE	ST. FRANCIS SOUTH	9/24/2017 17:57	9/24/2017 17:59	9/24/2017 18:00	9/24/2017 18:13	9/24/2017 18:31	9/24/2017 18:53	00:03:50	MEDIC 401
17-10809	9/25/2017 15:53	EMERGENCY SCENE	SIGNED PATIENT REFUSAL	9/25/2017 15:55	9/25/2017 15:55	9/25/2017 15:55	9/25/2017 16:04	9/25/2017 16:04	9/25/2017 16:04	00:02:35	MEDIC 401
17-10839	9/26/2017 08:37	EMERGENCY SCENE	SIGNED PATIENT REFUSAL	9/26/2017 08:38	9/26/2017 08:38	9/26/2017 08:39	9/26/2017 08:58	9/26/2017 08:58	9/26/2017 08:58	00:02:35	MEDIC 401
17-10866	9/26/2017 16:49	EMERGENCY SCENE	ST. FRANCIS TULSA	9/26/2017 16:50	9/26/2017 16:50	9/26/2017 16:55	9/26/2017 17:15	9/26/2017 17:40	9/26/2017 17:58	00:06:03	MEDIC 401
17-10868	9/26/2017 19:54	EMERGENCY SCENE	CANCELLED BY PD OR OTHER SERVICE	9/26/2017 19:54	9/26/2017 19:57	9/26/2017 20:00	9/26/2017 20:03	9/26/2017 20:03		00:05:21	MEDIC 401
17-10885	9/27/2017 07:05	EMERGENCY SCENE	HILLCREST MEDICAL CENTER	9/27/2017 07:05	9/27/2017 07:07	9/27/2017 07:13	9/27/2017 07:54	9/27/2017 08:23	9/27/2017 08:46	00:07:20	MEDIC 401
17-10909	9/27/2017 14:24	EMERGENCY SCENE	SIGNED PATIENT REFUSAL	9/27/2017 14:26	9/27/2017 14:27	9/27/2017 14:30	9/27/2017 14:51	9/27/2017 14:51	9/27/2017 14:51	00:05:12	MEDIC 401
17-10910	9/27/2017 14:24	EMERGENCY SCENE	SIGNED PATIENT REFUSAL	9/27/2017 14:26	9/27/2017 14:27	9/27/2017 14:30	9/27/2017 14:51	9/27/2017 14:51	9/27/2017 14:51	00:05:12	MEDIC 401
17-10919	9/27/2017 22:10	EMERGENCY SCENE	SIGNED PATIENT REFUSAL	9/27/2017 22:12	9/27/2017 22:12	9/27/2017 22:15	9/27/2017 22:53	9/27/2017 22:53		00:04:29	MEDIC 401
17-10921	9/27/2017 22:51	EMERGENCY SCENE	ST. FRANCIS SOUTH	9/27/2017 22:51	9/27/2017 22:51	9/27/2017 22:56	9/27/2017 23:23	9/27/2017 23:33	9/27/2017 23:55	00:04:42	MEDIC 401

**MINUTES**  
**GLENPOOL AREA EMERGENCY MEDICAL SERVICE DISTRICT**  
**Regular Meeting**  
**September 5, 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; Brandon Kearns and Jacqueline Triplett-Lund. Trustee Patricia Agee was absent.

Staff present: Julie Casteen, District Treasurer. Susan White, District Administrator, Secretary and Lowell Peterson, District Legal Counsel were absent. Brian Cook with Mercy Regional EMS was also present.

- A) Chairman Fox called the meeting to order at 7:21 p.m.**
- B) Deputy Secretary Casteen 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 August 2017. Mercy logged 124 calls during that period and maintained a 99.2% response time compliance.
  - Speakers in the bay area that were disconnected due to a noise complaint will be reconnected at a lower volume.
- D) District Administrator Report – Julie Casteen, Treasurer**
  - Ms. Casteen gave an update on the status of the Fiscal Year 2016 State Audit.
- E) Scheduled Business**
  - 1) Discussion and possible action to approve minutes from August 7, 2017 meeting.**  
**MOTION:** Trustee Kearns moved, second by Vice Chairman Ceesay to approve minutes as presented.  
**FOR:** Trustee Lund; Vice Chairman Ceesay; Chairman Fox; Trustee Kearns  
**AGAINST:** None  
**ABSENT:** Trustee Agee  
**Motion carried.**
  - 2) Discussion and possible action to approve purchase order(s) and receipts register totaling \$20,959.80.**  
**MOTION:** Trustee Lund moved, second by Vice Chairman Ceesay to approve purchase order and receipts register as presented and authorize payments.  
**FOR:** Vice Chairman Ceesay; Chairman Fox; Trustee Kearns; Trustee Lund;  
**AGAINST:** None  
**ABSENT:** Trustee Agee  
**Motion carried.**
- F) Adjournment.**
  - There being no further business, the meeting was adjourned at 7:26 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:** September 26, 2017  
**Subject:** Approval of Purchase Order Receiving Report and Payment Claims as of 9/26/17 totaling \$21,045.42

**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 9/26/17 and approve the following payments:

P.O. Number	Account	Description	Vendor	Invoice #	Amount
18-07774	31-6-01-6202	Oxygen Cylinder Rental	Pace Products of Tulsa	112464	95.15
18-07775	31-6-01-6202	Medical Supplies	Emergency Medical Products	1934118	151.89
18-07781	31-6-01-6225	August City Reimbursement	City of Glenpool	8/31/2017	8,759.00
18-07777	31-6-01-6202	Medical Supplies	Curtin Drug	RX688476	39.38
18-07782	31-6-01-6210	September Ambulance Service	Centurion Health Systems	1516	\$12,000.00
				<b>Total</b>	<b>\$21,045.42</b>

**Attachments:**

1. Purchase Order Claims Register dated 9/26/17 totaling \$21,045.42
2. PO Receipt Register dated 9/26/17 totaling \$21,045.42
3. Purchase Orders and Invoices totaling \$21,045.42

PURCHASE ORDER	DESCRIPTION	VENDOR #	VENDOR NAME	DATE INVOICE	AMOUNT
<b>DEPARTMENT: 01 - NON-DEPARTMENTAL</b>					
18-07774	FY18 BLANKET- MEDICAL OXY	01-000450	PACE PRODUCTS OF TULSA	9/2017 112464	95.15
18-07775	FY18 BLANKET- MEDICAL SUP	01-000480	EMERGENCY MEDICAL PRODUCTS	9/2017 1934118	151.89
18-07781	FY18 FIRST RESPONDER/ADMI	01-000507	CITY OF GLENPOOL	9/2017 08/31/2017	8,759.00
18-07777	FY18 BLANKET- MEDICAL SUP	01-001236	CURTIN DRUG	9/2017 RX688476	39.38
18-07782	AMBULANCE SERV 7/1/17- 6/	01-001267	CENTURION HEALTH SYSTEMS, DBA	9/2017 1516	12,000.00
					<b>DEPARTMENT TOTAL:</b> 21,045.42
					<b>FUND TOTAL:</b> 21,045.42
					<b>GRAND TOTAL:</b> 21,045.42

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Timothy Lee Fox, Chairman

**APPROVED**

October 2, 2017

PERIOD	G/L ACCOUNT	NAME	AMOUNT	FUND TOTAL
9/2017	31-6-01-6202	OPERATING SUPPLIES	286.42	
9/2017	31-6-01-6210	AMBULANCE CONTRACT	12,000.00	
9/2017	31-6-01-6225	FIRST RESPONDER/ADMIN FEES	8,759.00	21,045.42
		GRAND TOTAL:		21,045.42

9/26/2017 4:20 PM  
SEQUENCE: VENDOR NUMBER

P O R E C E I P T R E G I S T E R  
AUDIT REPORT

PAGE: 1  
DETAIL LEVEL: INVOICE

VENDOR	NAME	INVOICE	POST DATE	BANK	INVOICE AMOUNT	VENDOR TOTAL
01-000450	PACE PRODUCTS OF TULSA	112464	9/30/2017	31	95.15	95.15
01-000480	EMERGENCY MEDICAL PRODUCTS	1934118	9/30/2017	31	151.89	151.89
01-000507	CITY OF GLENPOOL	08/31/2017	9/30/2017	31	8,759.00	8,759.00
01-001236	CURTIN DRUG	RX688476	9/30/2017	31	39.38	39.38
01-001267	CENTURION HEALTH SYSTEMS, DBA	1516	9/30/2017	31	12,000.00	12,000.00
					**TOTALS**	21,045.42
						21,045.42

PO TOTALS BY G/L ACCOUNT

YEAR	ACCOUNT	NAME	ITEMS	AMOUNT	LINE ITEM		GROUP BUDGET	
					ANNUAL BUDGET	AVAILABLE BUDG	OVER BUDG	ANNUAL BUDGET
2017-2018	31-6-01-6202	OPERATING SUPPLIES	3	286.42	15,000	2,327.24		
	31-6-01-6210	AMBULANCE CONTRACT	1	12,000.00	144,000	0.00		
	31-6-01-6225	FIRST RESPONDER/ADMIN F	1	8,759.00	105,300	0.00		
		** 17-18 YEAR TOTALS **		21,045.42				

NO ERRORS

NO WARNINGS

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 # 18-07777 07/24/2017

ISSUED TO: VEND #: 01-001236  
CURTIN DRUG  
13101 S. ELWOOD  
GLENPOOL, OK 74033

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

I HEREBY APPROVE THE ISSUANCE OF THIS PURCHASE ORDER.

*Juie Carlson*

07/24/2017

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.

*Olivia* 07/24/2017

ENCUMBERING OFFICER

DATE

UNITS	DESCRIPTION	INV PART NUMBER	REQUEST	G/L ACCOUNT	PROJ	PRICE	AMOUNT
0.00	FY18 BLANKET- MEDICAL SUPPLIES FY18 BLANKET- MEDICAL SUPPLIES		00020350	31 -6-01-6202		0.00	2,000.00 *

*RX 688476-9/13/17 - 31-6202 = 39.38*

**Partial Payment**

*39.38*

\*\* TOTAL \*\* 2,000.00

\*\*\* 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.

*Carlson*

*9/26/17*

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.

## TICKET - SIGNATURE IMAGE

## RECEIPT

**Curtin**  
13101 S. ELWOOD Ste. B  
GLENPOOL, OK 74033  
Drug 918-528-6000  
**Rx# 688476** REFILL 09/13/2017  
**GLENPOOL FD**  
14536 S ELWOOD AVE, GLENPOOL,  
GLENPOOL, OK 74033 DAW:0 DS:10  
DOB: //  
NDC:08317-7600-50

100 Ea GLUCOCARD VITAL TEST STRIPS  
**Cash Claim \$39.38**

Auth:

SEP 18 2017  
BY 12PM: 8/18/2017  
**RECEIVED**

DUPLICATE RECEIPT

HUNT, R RANDY  
9001 SO 101ST E AVE STE 300  
TULSA, OK



**Curtin**  
13101 S. ELWOOD Ste. B  
GLENPOOL, OK 74033  
**Rx# 688476** REFILL 09/13/2017  
**GLENPOOL FD**  
14536 S ELWOOD AVE, GLENPOOL,  
GLENPOOL, OK 74033 DAW:0 DS:10  
DOB: //  
NDC:08317-7600-50

**Cash Claim \$39.38**

Auth:



Quantity	Description	Unit Price	Extended Price
1	RX0688476_02 GLENPOOL FD	\$39.38	\$39.38

09/13/2017

04:43pm



13101 S. Elwood  
GLENPOOL, OK 74033  
Phone:(918) 528-6000

1 RX0688476\_02 GLENPOOL FD

39.38

\$ 39.38

0 00

\$ 39.38

Sales Tax:

Amount Due:

# Items: 1  
Clerk ID CADE  
Register #: 1  
Drawer #: 1

Call your doctor for medical  
advice about side effects.  
You may report side effects  
to FDA at: 1-800-FDA-1088.

\$39.38  
Charged to Account:  
GLENPOOL FD  
Current Account Balance: \$39.38

\*\*\* Thank You \*\*\*



Customer Copy

## 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 Casten*

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

08/07/2017

*Debra J. S.*

ENCUMBRING OFFICER

DATE

UNITS	DESCRIPTION	INV PART NUMBER	RFQUEST	G/L ACCOUNT	PROJ	PRICE	AMOUNT
0.00	FY18 FIRST RESPONDER/ADMIN FEE FY18 FIRST RESPONDER/ADMIN		00020354	31-6-01-62 25		0.00	105,300.00 *

*Partial Payment 8759.00*

\*\* 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 Casten*

OFFICER OR DEPARTMENT HEAD IN CHARGE

DATE

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# 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:** 08/31/2017

**Invoice Date:** 8/31/2017

**Due Date:** 9/30/2017

**P.O. #:**

ITEM DESCRIPTION	UNITS	TYPE	PRICE	AMOUNT
GEMS REIMBURSEMENT - AUGUST	N/A	MONTH	N/A	8,759.00

101 EMR RUNS @ \$91 = \$8,484  
\$275 ADMIN FEES

OK Julie Custom 9/26/17

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

**TOTAL DUE**

\$8,759.00

## FY18 GEMS Admin/First Responder Reimbursements

### BLANKET PO 18-07781

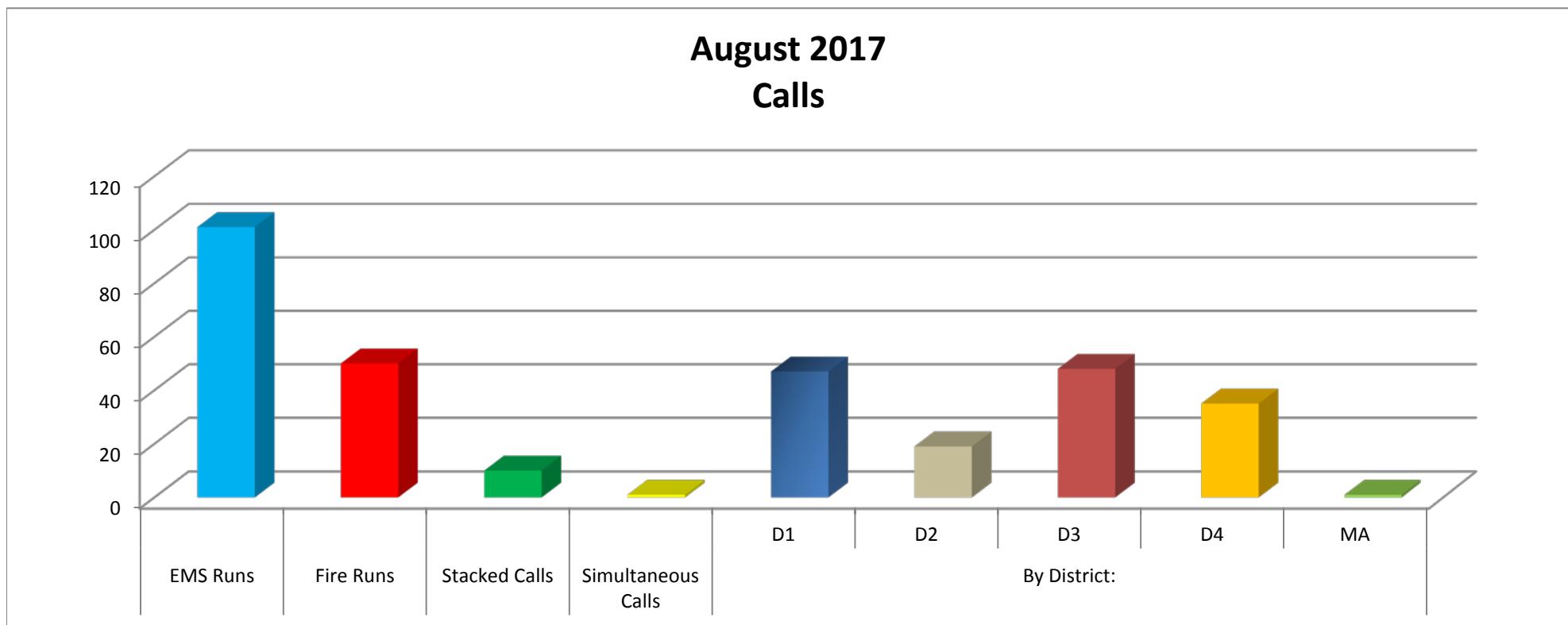
	July	Aug	Total Runs	@ \$84/run
<b>Total Runs</b>	<b>135</b>	<b>151</b>	286	
<b>Fire runs</b>	37	50	87	
<b>EMR runs</b>	98	101	199	\$ 16,716
<b>EMR Ratio</b>	73%	67%	70%	
<b>Run Rate</b>	\$ 84	\$ 84		
<b>Admin</b>	\$ 275	\$ 275	\$ 550	\$ 550
<b>Overtime</b>	\$ -	\$ -	\$ -	\$ -
<b>Total</b>	<b>\$ 8,507</b>	<b>\$ 8,759</b>	<b>\$ 17,266</b>	<b>\$ 17,266</b>

AMOUNT DUE AUG **\$ 8,759.00** Blanket PO 18-07781

31-6-01-6225

## Glenpool Fire Department Operations August 2017

Run Type	# of Calls	Totals Calls	Percentage
EMS Runs	101	151	67%
Fire Runs	50		33%
Stacked Calls	10		7%
Simultaneous Calls	1		1%
By District:			
D1	47		31%
D2	19		13%
D3	48		32%
D4	35		23%
MA	1		1%



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 # 18-07775 07/24/2017

ISSUED TO: VEND #: 01-000480  
EMERGENCY MEDICAL PRODUCTS  
25196 NETWORK PLACE  
CHICAGO, IL 60673-1251

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

I HEREBY APPROVE THE ISSUANCE OF THIS PURCHASE ORDER.

*Jill Carlson*

07/24/2017

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.

07/24/2017

*Tom L.*

ENCUMBERING OFFICER

DATE

UNITS	DESCRIPTION	INV PART NUMBER	REQUEST	G/L ACCOUNT	PROJ	PRICE	AMOUNT
0.00	FY18 BLANKET- MEDICAL SUPPLIES FY18 BLANKET- MEDICAL SUPPLIES		00020351	31 -6-01-6202		0.00	4,000.00 *

*1934118 = 151.89*

*Partial Payment* 151.89

\*\* TOTAL, \*\* 4,000.00

\*\*\* 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.

*Jill Carlson*

OFFICER OR DEPARTMENT HEAD IN CHARGE

*9/26/17*

DATE

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EMERGENCY MEDICAL PRODUCTS, INC.

www.BuyEMP.com  
Ph: 800-558-6270  
Fax: 800-558-1551Division of EMP  
www.schoolkidshealthcare.com  
Ph: 866-558-0686  
Fax: 800-558-1551

## Invoice

Invoice	1934118
Date	9/13/2017
Page	1 of 1
Account #	123965



\*\*\*\*\*AUTO\*\*MIXED AADC 430 654 1 MB 0.423

Bill To:  
City of Glenpool Fire Department  
Darrell Colbert  
12205 S Yukon Ave  
Glenpool OK 74033-6635

## Ship To:

Glenpool Fire Department  
Chief Terrell Ogilvie  
14536 S Elwood Ave  
GLENPOOL, OK 74033-4005

Thank you for your order!

Purchase Order #		Ship Via				Payment Terms	
1807775		FED EX GROUND				Net 30 Days	
Item #	Description	Ordered	Shipped	B/O	UOM	Unit Price	Ext. Price
E2024	MDI ECONO-VAC LEG SPLINT	2	2	0	EACH	\$38.25	\$76.50
MS-64250	CURAPLEX SHARPS SOLO CONTAINER	10	10	0	EACH	\$2.99	\$29.90
MM2000	RAPID COLD, COLD PACKS, 24/CASE	1	1	0	CASE	\$34.99	\$34.99

RECEIVED  
SEP 26 2017  
BY DEE-AN STEENHOUT

## Tracking Numbers:

739519597718  
739519597729

Please Remit To  
Emergency Medical Products, Inc.  
25196 Network Place  
Chicago, IL 60673-1251

Subtotal	141.39
Handling Fee	10.50
Freight	0.00
Trade Discount	0.00
Tax	0.00
Total	151.89

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 # 18-07774

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.

*Julie Caster*

07/24/2017

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

07/24/2017

*Debra*

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 *

*112464-31-6202 = 95.15*

Partial Payment

*95.15*

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

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

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*Julie Caster*

OFFICER OR DEPARTMENT HEAD IN CHARGE

*9126/17*

DATE

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# PACE Products of Tulsa

# Invoice

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

NO. 112464

Date: Sep 12, 2017

PO #

Sold To:

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

Phone 918-322-2172

Customer ID: CIT001

Ship Date: Sep 12, 2017

Due Date: Sep 12, 2017

Terms: C.O.D.

Ship to:

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

Shipped Via: Pace Delivery

Driver: *Kim*

Time:

Ordered	Returned	Product Description	Unit Price	Extension
5	<i>(5)</i>	OXYGEN/USP-D10SCF Cylinder Serial No: Lot No: Psi: BV21950 - 321 - NH	15.03	75.15
1		DELIVERY CHARGE D314287 - 167 -	20.00	20.00
		BV21971 - P328235 - P241466 -	/	/

RECEIVED  
SEP 18 2017  
BY RENTAL: KENNEDY

NORMAL DELIVERY-Please allow 24-72 hours for delivery after placing order. All orders are sent to dispatch immediately after placed. Occasionally you may receive an order on the same day. See same day emergency service for guaranteed delivery. Please call early to avoid service disruption and outages.

SAME DAY/EMERGENCY SERVICE-Delivery guaranteed for same day delivery. \$25.00 Hotshot Fee + Delivery. Some restrictions apply. After hours Fee \$50.00 - Delivery.

Received By: *John B. Johnson*

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. Finance charges applied to all 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. All 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	95.15
Sales Tax	
Invoice Amount	95.15
Payment Received	0.00
Ck #:	
<b>TOTAL</b>	<b>95.15</b>

**NOTICE: Please pay from Invoice. Statements will only be mailed upon request, with Rental Invoice or Maintenance Invoice, or when account becomes delinquent.**

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 # 18-07782 08/07/2017

ISSUED TO: VEND #: 01-001267  
CENTURION HEALTH SYSTEMS,  
MERCY REGIONAL OKLAHOMA  
9106 N. GARNETT RD.  
OWASSO, OK 74055

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

I HEREBY APPROVE THE ISSUANCE OF THIS PURCHASE ORDER.

*Julie Ausley*

08/07/2017

FURNISHING 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.

08/07/2017

*Debra*

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 *

*15/16 = 12,000. <sup>cc</sup>*

*Sept 2017*

*Partial Payment*

*12,000*

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

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

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*Julie Ausley*

OFFICER OR DEPARTMENT HEAD IN CHARGE

*9/26/17*

DATE

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Mercy Regional Oklahoma

Owasso, OK 74055  
Centurion Health Systems

# Invoice

Date	Invoice #
9/15/2017	1516

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 September	12,000.00	12,000.00

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

— RECEIVED —  
SEP 20 2017  
BY: KIPPEL: BRENHOLM