

# City Contract

Version 5.5 released on 7/1/25

This form should be used for all types of contracts including Agreements (excluding Grant Agreements), Contracts, CBAs, MOAs, and MOUs. In addition to requests for New Contracts, Amendments and Renewals, this form should be used for Statutory Change Orders, Quantity Adjustments, Final Payments and Permission to Continue requests.



### CITY COUNCIL USE ONLY

Date Received: \_\_\_\_\_  
Committee Date: \_\_\_\_\_  
1<sup>st</sup> Agenda Date: \_\_\_\_\_

Tracking #: \_\_\_\_\_  
Committee: \_\_\_\_\_  
Hearing Date: \_\_\_\_\_  
2<sup>nd</sup> Agenda Date: \_\_\_\_\_

### CITY CLERK USE ONLY

Scanned      Date: \_\_\_\_\_  
 Posted      Item #: \_\_\_\_\_

**All department items requiring Council approval must be submitted through the Mayor's Office.**

## Primary Details

### Contract Phase

**New Contract**     Renewal     Amendment     Statutory Change Order     Supplemental Documentation     Quantity Adjustment     Final Payment     Permission to Continue     IDP Formal Acceptance     Terminate/Cancel

### Data Sharing

Yes     No  
*This contract will involve data sharing or data transfers.*

### Board Approval

Tulsa Metropolitan Utility Authority

### Other Board Name

\_\_\_\_\_

### City Council Approval

Yes     **No**

### Contract Number

140571

### Department

Development Services

### Contact Name

Michael Ling MBL 4-21-26

### Email

MLing@cityoftulsa.org

### Phone

918 596 7285

### Vendor Name(s)

RiverOaks Presbyterian Church of Tulsa (PCA), Inc

### Vendor Number

801058

### Description (Subject)

IDP 242999 - 2026 \ RiverOaks Presbyterian Church  
*This should match the Munis description field but should be different from Contract Type or Subtype*

### Contract Type

IDP

### Contract Subtype

IDP Developer

### Bid/Project Number

242999 - 2026

### Contract Amount

### Site Address

5150 E 101st St, Tulsa, OK 74137

### Site Parcel No.

\_\_\_\_\_

*IDP, Real Property, or other property related contract address*

## Budget

### Contract Funding Type

**No Payment Involved**  
 Revenue Contract  
 Expense Contract

### Funding Source(s)

*Affidavit of Claimant should be attached to the contract for Expense Contracts*

**TOTAL:**  
*Enter the funding source(s) using the appropriate Munis funding format: Org (Allocation Code)-Object-Amount (1001211-531401-\$10.00) or Project String-Amount (144104.AbstTitle5413102.6001-4043122-541102-\$30,000.01)*

## Approvals

Department: Janette C. Williams  
Legal: \_\_\_\_\_  
Board: \_\_\_\_\_  
Mayor: \_\_\_\_\_  
Other: \_\_\_\_\_

Date: 4/21/2026  
Date: 4/20/26  
Date: \_\_\_\_\_  
Date: \_\_\_\_\_  
Date: \_\_\_\_\_

2026-CRP-0900

**Policy Statement**

**Background Information**

Attached is the Developers Contract between the City of Tulsa and RiverOaks Presbyterian Church of Tulsa (PCA), Inc, to serve IDP-242999-2026 / RiverOaks Presbyterian Church located at 5555 S 129th E Ave, Tulsa, OK 74134.

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*Provide background information on the requested action.*

**Summation of the Requested Action**

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*Summarize the pertinent details of the requested action*

**Other Pertinent Details**

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*Provide any additional information that should be considered when considering approval of this contract document*

**Processing Information for City Clerk's Office**

**Post Execution Processing**

- Mail vendor copy (add'l signature copies attached)
- Must be filed with other governmental entity
- Add'l governmental entity approval(s) required

**Additional Routing and Processing Details**

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# APPLICATION FOR DEVELOPER'S CONTRACT FOR INFRASTRUCTURE DEVELOPMENT PROCESS (IDP)



Please print or type. **Incomplete applications will be rejected.**

IDP Name: RiverOaks Presbyterian Church IDP/Permit Number: 242999-2021e

IDP Location: 5150 E. 101st St., Tulsa, OK 74137 Subdivision: Life Christian Church

Developer: RiverOaks Presbyterian Church of Tulsa (PCA), Inc. Type of Legal Entity:  Corporation  Partnership  LLC  Other

Address: 5150 E. 101st Street City: Tulsa State: OK Zip: 74137

Phone: 918.704.2052 Fax: \_\_\_\_\_ Email: mr.bill.lee.faber@hotmail.com

Developer's Construction Coordinator: Brian Parker

Phone: 714.330.9649 Fax: \_\_\_\_\_ Email: bparker@visioneeringstudios.com

## DEVELOPMENT SERVICES

175 E. 2nd St., Ste.450, Tulsa, OK 74103 | (918) 596-2514 | IDPcoordinator@cityoftulsa.org

Contract # 140571

**DEVELOPER'S CONTRACT**

**WHEREAS,** RiverOaks Presbyterian Church of Tulsa (PCA), Inc, herein called "DEVELOPER",  
(Name of Developer)

Indicate type of legal entity:

- Corporation
- Partnership
- LLC
- Other \_\_\_\_\_

is undertaking the construction of an infrastructure development hereafter referred to as "Project" described as:

Development Name: RiverOaks Presbyterian Church Development No. 242999-2026  
(Internal Use Only)

Location of Development 5150 E 101st St., Tulsa, OK 74137; and

**WITNESSETH:**

**WHEREAS,** the DEVELOPER desires to design, construct, and transfer to the CITY OF TULSA, OKLAHOMA, a Municipal Corporation, herein called "CITY", the above infrastructure development within CITY in compliance with all CITY requirements which include the types of construction listed below:

Check each block that applies:

- Sanitary Sewer System
- Water System
- Stormwater Drainage System
- Traffic & Transportation
- Other, Specify Private Sanitary Sewer

; and

**WHEREAS,** the DEVELOPER understands he/she must obtain the required zoning, platting, Right-of-Way, and easements as required for the above development; and

**WHEREAS,** the DEVELOPER has expressed the desire to obtain CITY approval of design, inspection, and other services for the above development; and

**WHEREAS,** the DEVELOPER understands he/she must have record drawings submitted for the above development to CITY; and

**WHEREAS,** the DEVELOPER understands that he/she must allow and pay for inspections, laboratory testing, and other fees as required by CITY; and

**WHEREAS,** all costs of the subject development shall be borne by DEVELOPER, holding CITY harmless from same; and

**WHEREAS**, CITY is willing to provide design review for the above development, approve acceptable plans, provide inspection services, provide or arrange for laboratory testing, and receive record drawings.

**NOW, THEREFORE**, in consideration of the promises and covenants contained herein, the parties agree as follows:

1. The DEVELOPER shall hire an Engineer currently under annual contract with CITY to design and oversee construction through completion of the development and its formal acceptance by CITY; and

2. The DEVELOPER shall construct the water system, sanitary sewer, storm drains, streets, and all other infrastructure development as required by and in accordance with the Engineer's design and in compliance with CITY standards utilizing a construction Contractor(s) currently under annual contract with CITY; and

3. The DEVELOPER shall maintain an escrow account with CITY to pay for lab testing, inspecting, ODEQ fees, connection costs, and other fees; and

4. The DEVELOPER shall ensure that all Conditional Letters of Map Revision (CLOMR) and Letters of Map Revision (LOMR) (if required for the development) are properly completed and submitted in a timely manner through the CITY to the Federal Emergency Management Agency for approval.

5. The DEVELOPER shall remain responsible and accountable for all requirements until formal acceptance of the development by CITY. Formal acceptance by CITY shall not occur until all infrastructure construction is complete, final inspection, delivery to CITY of all the record drawings, receipt from DEVELOPER of certification that there are no liens against the development, and the issuance by the Director of Public Works of written acceptance of the development.

6. The DEVELOPER, if appropriate, shall enter into an additional Contract provision to construct oversize water mains as directed by the CITY to accommodate future development outside the area covered by this development for which the DEVELOPER will be reimbursed according to the provisions of the Contract.

7. The DEVELOPER, if appropriate, shall enter into additional Contract provisions to construct oversize sanitary sewer mains as directed by the CITY to accommodate future development outside the area covered by this development for which the DEVELOPER will be reimbursed according to the provisions of the Contract.

8. The DEVELOPER shall cause to be delivered record drawings to CITY to show the work as actually constructed before the development will be formally accepted by the CITY.

9. The DEVELOPER shall identify for CITY a construction coordinator who will serve for the duration of the development.

10. **EXCLUSIVE RIGHT OF CITY:** It is agreed that CITY is granted exclusive access to the infrastructure for operation and maintenance following substantial completion through formal acceptance of the development.

**IN TESTIMONY WHEREOF**, the parties have caused this Contract to be executed by their duly authorized officers or representatives on the dates set forth below.

The following addendums are part of this Contract (If required):  
Addendum A. Water Main Excess Capacity w/ repayment  
Addendum B. Sanitary Sewer Excess Capacity w/ repayment

**DEVELOPER**

Name of Firm: RiverOaks Presbyterian Church of Tulsa (PCA), Inc Type of Firm Church

By Ricky Jones Executed on this 4 day of April, 2026.

Signature: 

President  Vice President  Manager  Owner  Other \_\_\_\_\_

**TULSA METROPOLITAN UTILITY AUTHORITY**

By \_\_\_\_\_ Executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
Chairman

By \_\_\_\_\_ Executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
Secretary

**APPROVED:**

By \_\_\_\_\_ Executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
Attorney for Tulsa Metropolitan Utility Authority

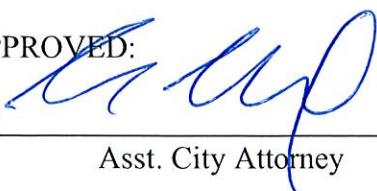
**CITY OF TULSA, OKLAHOMA, a Municipal Corporation**

By \_\_\_\_\_ Executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
Mayor

**ATTEST:**

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

**APPROVED:**

By  Executed on this 20 day of April, 2026  
Asst. City Attorney

OFFICE OF THE SECRETARY OF STATE



**AMENDED NOT FOR PROFIT  
CERTIFICATE OF INCORPORATION**

*WHEREAS, the Amended Not For Profit Certificate of Incorporation of*

**RIVEROAKS PRESBYTERIAN CHURCH OF TULSA (PCA), INC.**

*has been filed in the office of the Secretary of State as provided by the laws of the State of Oklahoma.*

*NOW THEREFORE, I, the undersigned, Secretary of State of the State of Oklahoma, by virtue of the powers vested in me by law, do hereby issue this certificate evidencing such filing.*

*IN TESTIMONY WHEREOF, I herewith set my hand and cause to be affixed the Great Seal of the State of Oklahoma.*



*Filed in the city of Oklahoma City this  
19th day of November, 2012.*

*V. Glenn Coffey*

*Secretary of State*

OKLAHOMA SECRETARY OF STATE



# AMENDED CERTIFICATE OF INCORPORATION (NOT FOR PROFIT)

TO: OKLAHOMA SECRETARY OF STATE  
2300 N. Lincoln Blvd., Room 101, State Capitol Building  
Oklahoma City, Oklahoma 73105-4897  
(405) 521-3912

The undersigned corporation, for the purpose of amending its certificate of incorporation pursuant to Title 18, Section 1077, hereby certifies:

1. A. The name of the corporation is:  
*Redeemer Presbyterian Church of Tulsa (PCA), INC.*

B. **As amended:** The name of the corporation has been changed to:  
*RiverOaks Presbyterian Church of Tulsa (PCA), INC.*

(Please note: The new name of the corporation **MUST** contain one of the following words or abbreviations: **association, company, corporation, club, foundation, fund, incorporated, institute, society, union, syndicate, limited, co., corp., inc. or ltd.**)

2. In the event the corporation is a church, the street address of its location is:			
5150 E 101st St		Tulsa	74133
<b>Street Address</b>	<b>(P.O. BOXES ARE NOT ACCEPTABLE)</b>	<b>City</b>	<b>Zip</b>
<b>Code</b>			

3. The name of the registered agent and the street address of the registered office in the State of Oklahoma is:				
Robert S. Glass	1515 S Utica, Suite 250	Tulsa	Tulsa	74104
<b>Name of Agent</b>	<b>Street Address</b>	<b>City</b>	<b>County</b>	<b>Zip Code</b>
	<b>(P.O. BOXES ARE NOT ACCEPTABLE)</b>			

4. Set forth clearly any and all amendments to the Certificate of Incorporation which are desired to be made:

RECEIVED

NOV 19 2012

OKLAHOMA SECRETARY OF STATE

**CHECK ONE OF THE FOLLOWING STATEMENTS, WHICHEVER IS APPLICABLE:**

\_\_\_\_\_ The governing body of the corporation adopted a resolution setting forth the amendment proposed and declaring its advisability.

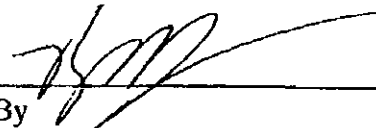
At a subsequent meeting held upon notice stating the purpose thereof and given in accordance with the provision of Title 18, Section 1067, a majority of all the members of the governing body voted in favor of the amendment.

**OR**

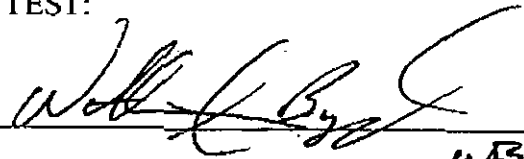
  X   At a meeting of the governing body of said corporation, a resolution was duly adopted setting forth the foregoing proposed amendment(s) to the certificate of incorporation of said corporation, declaring said amendment(s) to be advisable and calling a meeting of the members for consideration thereof.

Pursuant to such call and to due written notice given to each member, a meeting was held, at which meeting the necessary number of members as required by the certificate of incorporation of said corporation voted in favor of the amendment(s).

IN WITNESS WHEREOF, said corporation has caused this certificate to be signed by its President or Vice President and attested by its Secretary or Assistant Secretary, this 13th day of November, 2012

By  \_\_\_\_\_  
President  
Ricky Jones  
\_\_\_\_\_  
(PLEASE PRINT NAME)

ATTEST:

  
By \_\_\_\_\_  
Secretary  
William Boyd  
\_\_\_\_\_  
(PLEASE PRINT NAME)

## BYLAWS

### OF

## REDEEMER PRESBYTERIAN CHURCH OF TULSA (PCA), INC.

(An Oklahoma Not for Profit Corporation)

The Bylaws ("Bylaws") of Redeemer Presbyterian Church of Tulsa (PCA), Inc. ("Corporation") have been adopted effective May 31, 2007 ("Effective Date") by unanimous consent action of the Trustees of the Corporation.

### INTRODUCTION

A. Redeemer Presbyterian Church, an Oklahoma Unincorporated Religious Association ("**Church**") has incorporated Redeemer Presbyterian Church of Tulsa (PCA), Inc., as an Oklahoma Not for Profit religious corporation ("**Corporation**"), under the Oklahoma General Corporation Act, for the purposes stated in the Corporation's Certificate of Incorporation.

B. The Church is a member of the North Texas Presbytery of the Presbyterian Church in America. The operation of the Corporation shall be according to the Holy Scriptures and the Constitution of the Presbyterian Church in America, comprised of the doctrinal standards set forth in the Westminster Confession of Faith, together with the Larger and Shorter Catechisms and Book of Church Order. These documents include the doctrinal and procedural positions of local churches that are members of the presbyteries of the Presbyterian Church in America.

C. All members of the Church ("**Members**") who are elected, installed, and serving as elders in active service of the Church ("**Elders**"), together with the pastor, co-pastors and associate pastors of the Church shall comprise the "**Session**" of the Church, which is the governing body of the Church. The Session is responsible for all of the operations of the Church, including receipt and disposition of funds. The Treasurer of the Corporation is subject to direction from the Session of the Church. Authority may be delegated as permitted by The Book of Church Order.

D. These Bylaws are for the purpose of governing the Board of Trustees ("**Board**") and the officers of the Corporation. The Bylaws establish procedures wherein actions by the officers are necessary. These Bylaws shall not govern the operation of the Session.

E. The Board and corporate officers are responsible for the lawful corporate affairs of the Corporation. They are subject to The Book of Church Order of the Presbyterian Church in America, the lawful directions of the Session of the Church, the laws of the State of Oklahoma, the Certificate of Incorporation, and these Bylaws.

F. These Bylaws are to conform in all aspects to the purposes as stated in the Certificate of Incorporation. Further, at any time that there is a conflict between these Bylaws and the Certificate of Incorporation, the Certificate of Incorporation shall govern. At any time there is a conflict between these Bylaws and The Book of Church Order of the Presbyterian Church in America, except as may be required by the laws of the State of Oklahoma or the United States of America (provided such laws are not in conflict with the Holy Scripture or doctrine), The Book of Church Order shall govern.

## ARTICLE I OFFICES

1.1 Registered Office and Agent. The principal office of the Corporation shall be designated by the street address identified in the Corporation's Certificate of Incorporation. The registered office of the Corporation shall be in the City of Tulsa, County of Tulsa, State of Oklahoma.

1.2 Other Offices. The Corporation may have officers at such places outside the State of Oklahoma, as the Board may from time to time appoint and as the business of the Corporation may require or make desirable.

1.3 Registered Service Agent. The Corporation's Registered Service Agent's name and address is Robert S. Glass, GlassWilkin pc, 1515 S. Utica Ave., Suite 250, Tulsa, OK 74104.

## ARTICLE II BOARD OF TRUSTEES

2.1 Powers. The Members shall elect the Elders of the Church ("Elders"). The Elders shall together with the pastor, co-pastor, and associate pastors comprise the Trustees serving on the Board of the Corporation. The civil activities and affairs of the Corporation shall be managed by its Board. In addition to the powers and authority expressly conferred on it by the Certificate of Incorporation and these Bylaws, the Board may exercise all powers of the Corporation and do all lawful acts and things as are not prohibited by law (provided such laws are not in conflict with the Holy Scriptures or doctrine) by the Constitution of the Presbyterian Church in America. The Board's powers and authority include, but not limited to: buying, selling and mortgaging of property for the Church, acquiring and conveying of title to such property, holding and defending of title to the same, and managing of any permanent special funds entrusted to it for the furtherance of the purposes of the Church; provided, that Board duties do not infringe upon the powers and duties of the Session. In buying, selling, and mortgaging real property, the Board shall act solely under the authority of the Corporation, granted in a duly constituted meeting of the members of the Church.

2.2 Number. The Board shall consist of not more than 15 nor less than three persons, the exact number of which shall be fixed by a resolution of the Board from time to time.

2.3 Qualifications, Election, and Term. Members 18 years of age or older who are elected, ordained, installed, and serving as Elders in active service of the Church shall automatically be deemed elected, qualified and installed as Trustees of the Corporation. Trustees shall be at least 18 years old, but need not be residents of the State of Oklahoma. The pastor, co-pastor and associate pastors shall be ex-officio Members of the Board. Each Trustee shall serve on the Board as long as he/she is an active member of the Session or until he/she is removed by vote of the Members of the Church or by Board vote.

2.4 No Compensation. The Trustees shall serve without compensation, except that the Board by resolution may provide for reasonable expenses for attendance at meetings of the Board to be reimbursed.

2.5 Regular Meetings. Meetings of the Board shall be held at the places in or outside the State of Oklahoma, as may from time to time be fixed by resolution of the Board, or as may be specified in the notice of meeting. Regular meetings of the Board shall be held at times fixed in the meeting notice.

2.6 Special Meetings. Special meetings may be held if called pursuant to Section 2.7 with at least two days' notice by telephone or personal delivery, or five days' notice by first class mail, of the time and place of the meeting to each Trustee.

2.7 Calling Meetings. Meetings of the Board may be called by the President, the pastor, or any three (3) Trustees when they may determine appropriate.

2.8 Waiver of Notice. Notice of a meeting of the Board need not be given in any event to any Trustee who signs a waiver of notice either before or after the meeting. Attendance of a Trustee at a meeting shall constitute a waiver of notice of the meeting and waiver of any and all objections to the place of the meeting, the time of the meeting, or the manner in which it has been called or convened, except if a Trustee states, at the beginning of the meeting, an objection to the transaction of business.

2.9 Contents of Notice. The business to be transacted, and the purpose of any regular or special meeting of the Board, need not be specified in the notice or waiver of notice of the meeting.

2.10 Quorum. A majority of the number of Trustees stated in the Certificate of Incorporation or the number last fixed by the Trustees, as the case may be, at a meeting properly convened, shall constitute a quorum for the transaction of business, and the act of a majority of the Trustees present at a meeting at which a quorum is present shall be the act of the Board except as may be otherwise specifically provided by law, by the Certificate of Incorporation, or by these Bylaws. If at any meeting of the Board there shall be less than a quorum present, a majority of those present may adjourn the meeting, without further notice, from time to time until quorum shall have been obtained.

2.11 Conduct of Meetings. The President, and in his absence the acting President, named by the Board, shall preside at meetings of the Board. The Secretary of the Corporation, or in the Secretary's absence any person appointed by the presiding officer, shall act as Secretary for meetings of the Board. Meetings shall be governed by The Book of Church Order of the Presbyterian Church in America and most recent edition of Robert's Rules of Order, except where Robert's Rules of Order are inconsistent therewith.

2.12 Telephone Participation. Trustees may participate in meetings of the Board through use of conference telephone or similar communications equipment, so long as all Trustees participating in the meeting can hear one another. Participation shall constitute personal presence at the meeting, and consequently shall be counted toward the required quorum in any vote.

2.13 Written Consent. Any action required or permitted to be taken at any meeting of the Board or of any committee thereof may be taken without a meeting if a written consent, setting forth the action so taken, is signed by all members of the Board or of the committee, as the case may be. Each written consent action shall be filed with the minutes of the proceedings of the Board or committee.

2.14 Adjournment. A majority of the Trustees present, whether or not a quorum exists, may adjourn any meeting of the Board to another time and place. Notice of any adjourned meeting shall be given to the Trustees who were not present at the time of the adjournment and, unless the time and place of the adjourned meeting are announced at the time of the adjournment, to the other Trustees, with at least two (2) days' notice by telephone or personal delivery, or five (5) days' notice by first class mail, of the time and place of the meeting.

2.15 Removal. The Board may declare the position of a Trustee vacant, and may remove the Trustee, on occurrence of any of the following events: the Trustee has been declared of unsound mind by a final order of court, the Trustee has been convicted of a felony, the Trustee has been deposed from the office of Elder through Church discipline, the Trustee ceases being a member of the Session, the Trustee ceases being an Elder in active service of the Church, or for other causes determined appropriate for removal.

2.16 Resignation. Any Trustee may resign by giving written notice to the President or the Secretary of the Corporation. The resignation shall be effective on receipt, unless the notice specifies a later time for the effective date of such resignation, or if the Corporation would be left without the minimum number of duly elected Trustees in which event the resignation shall be effective upon the election of a successor. If the resignation is effective at a future time, a successor may be elected by the Members of the Church before the time to take office when the resignation becomes effective.

2.17 Vacancies. A vacancy on the Board shall exist on the death, resignation, or removal of any Trustee; whenever the number of Trustees authorized is increased; and on

failure of the Members to elect the full number of Trustees authorized. Vacancies can only be filled for the remainder of the term by the election of additional Trustees by the Members.

### ARTICLE III COMMITTEES

3.0 Committees. Committees may be established by the Board from time to time; shall consist of two or more Trustees, as provided by the Board together with any other persons designated by the Board; and shall be authorized to exercise the authority of the Board to the extent provided in a Board resolution creating the committee. Each committee shall act by majority vote; and shall have a quorum of one-third of the member Trustees, but in any event not less than two Trustees.

### ARTICLE IV OFFICERS

4.1 Election. The Board shall elect a Treasurer. The President, Secretary and any Vice Presidents shall serve *ex officio* non-voting members of the Board as provided below.

4.2 Other Officers. The Board at any time and from time to time may elect other officers as it shall deem necessary, including one or more Assistant Treasurers, and one or more Assistant Secretaries, who shall hold their offices for terms determined by the Board and shall exercise powers and perform duties determined from time to time by the Board or the President.

4.3 Multiple Offices. Any person may hold two or more offices, except that no person may hold both the offices of President and Secretary.

4.4 Compensation. The salaries of the officers of the Corporation shall be fixed by the Session.

4.5 Term. Each officer of the Corporation shall hold office until his/her successor is chosen or until his/her earlier resignation, death, or removal.

4.6 President. The Senior Pastor of the Church shall serve as the President of the Corporation. The President shall preside at all meetings of the members of the Board and at all Church meetings; shall be an advisory member of all committees; shall sign papers required by his/her office or as may be directed by the Board; shall make reports and recommendations to the Board at any regular or special meetings concerning the work and affairs of the Corporation, as in his/her judgment may be necessary for their guidance and may require reports from the Treasurer and Secretary, as in his/her judgment are necessary; shall manage the affairs and direct the work and employees of the Corporation, subject to and in accordance with the directions of the Session; shall be authorized to incur expenses in accordance with the approved budget of the Corporation, or as directed by the Session, and; shall perform all other duties incidental to the office of the President.

4.7 Vice Presidents. The Associate and/or Assistant Pastors of the Church may be named by the Board to serve as Vice Presidents of the Corporation. The Vice Presidents, in the order named by the Board, shall perform the duties of the President in the event of the absence, resignation, refusal to act, or inability to act of the President. One Vice President may be designated by the Board as Executive Vice President.

4.8 Secretary. The Clerk of the Session shall serve as the Secretary of the Corporation. The Secretary shall issue notices of Board meetings; shall notify individuals of their election to the Session and the Board; shall keep complete records and minutes of meetings of the Board and of the Church; shall furnish the Board with a list of officers, members of the Board, and members of committees whose terms are expiring; shall mail other notices directed by the Board; shall be custodian of all records of the Corporation, except records and papers as shall be kept by the Treasurer as herein provided; shall sign papers required by his/her office or as directed by the Board; and shall perform all other duties incidental to the office of the Secretary.

4.9 Treasurer. The Treasurer shall be a Church Member, but may or may not be a Trustee. The Treasurer shall receive all moneys of the Corporation and have/oversee proper custody thereof; shall deposit the funds of the Corporation in one or more banks selected by the Board; shall disburse funds in accordance with the directions of and upon the signatures of persons designated by the Board; shall keep a full account of all moneys received and paid out and shall make reports to the President and Board, as they may require; shall receive and have custody of all deeds, securities, notes, contracts and other financial papers of the Corporation; shall keep full account of all deeds, securities, notes and financial papers of the Corporation and shall make accountings and reports to the President and Board, as they may require; shall cause the books of account of the Corporation to be reviewed at least once annually by a public accountant, approved by the Board; shall cause to be prepared and shall present annually at a meeting of the Board an annual operating budget and a comprehensive financial statement, including the report of the accountant; shall review, approve as accurate and sign all papers required by his/her office or as may be directed by the Board; and shall perform all other duties incidental to the office of the Treasurer. He/she shall not be required to give any bonds, unless the Board provides otherwise and in the amounts as it shall determine, for the faithful performance of his/her duties. The books of account shall be open at any time during regular business hours to inspections by any Trustee.

4.10 Contracts. Unless authorized in a particular instance by the Board, no officer, employee, or agent shall have any authority to bind the Corporation by any contract, to pledge its assets or credit, or to render it liable for any amount in excess of \$500. If so authorized, or if less than \$500, any of the foregoing officers singularly may execute contracts or deliver instruments on behalf of the Corporation, pledge its assets or credit, or render it liable.

4.11 Removal. The Members and the Board may remove any officer other than President or Vice President with or without cause whenever in their judgment the best

interests of the Corporation will be served thereby. Removal of the President or a Vice President shall be handled according to The Book of Church Order of the Presbyterian Church in America. Election or appointment of an officer or other agent shall not create contract rights with the Corporation.

4.12 Resignation. Any officer may resign at any time on written notice to the Board, to take effect immediately unless a future effective date is specified, without prejudice to any rights of the Corporation under any contract to which the officer is a party.

4.13 Vacancies. A vacancy in any office shall exist on the death, resignation, or removal of any officer. In case of a vacancy, the Board may elect a new officer, except for the offices of President and Vice President, which shall be filled by men selected according to the procedures detailed in The Book of Church Order of the Presbyterian Church in America. In case of the absence of any officer of the Corporation, or for any other reason that the Board may deem sufficient, the Board may delegate, for the time being, any or all of the powers or duties of such officer to any other officer or to any Trustee.

#### ARTICLE V MEMBERSHIP

5.1 Qualifications. The Corporation shall have only one class of Members. All persons who have qualified and been admitted into the communing membership of the Church, according to the requirements and provisions of The Book of Church Order of the Presbyterian Church in America and the Session of the Church, shall be a “**Member**” of the Corporation. The Members shall have the power and authority to elect each Elder in active service to the Church, who, if an adult, *i.e.*, 18 years of age or older, will be ordained by the Pastor of the Church. Each Member shall be entitled to one vote.

5.2 Meetings. Meetings of the Members of the Church, when called pursuant to the procedures required by The Book of Church Order of the Presbyterian Church in America, shall be considered to be meetings of the Corporation when the purpose of calling the meetings is for the consideration of matters concerning civil law, such as the buying, selling or mortgaging of real estate. Member meetings shall be conducted according to the rules and procedures of The Book of Church Order of the Presbyterian Church in America and the most recent edition of Robert's Rules of Order, except where Robert's Rules of Order are inconsistent therewith.

#### ARTICLE VI MISCELLANEOUS PROVISIONS

6.1 Amendment. Amendments to the Certificate of Incorporation may be made by resolution of the Board at a meeting at which two-thirds of the Trustees are present and voting. The Board shall have the power to adopt and amend by a majority vote these Bylaws in any way not inconsistent with The Book of Church Order of the Presbyterian Church in America, the Certificate of Incorporation, the laws of the State of

Oklahoma, or the laws of the United States (provided such laws are not in conflict with the Holy Scriptures or doctrine).

6.2 Dissolution. The Board may cease corporate activities and dissolve the Corporation, as provided in Oklahoma General Corporation Act and as provided in the Certificate of Incorporation.

6.3 Indemnification. The Corporation shall, to the fullest extent to which it is empowered to do so by the Oklahoma General Corporation Act, or any applicable laws as may from time to time be in effect, indemnify any person who was, is or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he/she is or was a Trustee of the Corporation, or is or was serving at the request of the Corporation as a trustee, officer, partner, venturer, proprietor, employee, agent or similar functionary of another foreign or domestic corporation, partnership, joint venture, trust or other enterprise, against all expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him/her in connection with the action, suit or proceeding. The Corporation's obligations under this Section include, but are not limited to, the convening of any meeting, and the consideration of any matter thereby, required by statute in order to determine the eligibility of an officer or trustee for indemnification. Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of the action, suit or proceeding upon receipt of an undertaking by or on behalf of the director, officer, employee or agent who may be entitled to the indemnification, to repay the amount if it shall ultimately be determined that he/she is not entitled to be indemnified by the Corporation. The Corporation's obligation to indemnify and to prepay expenses under this Section shall arise, and all rights granted to trustees, officers, employees or agents hereunder shall vest, at the time of the occurrence of the transaction or event to which the action, suit or proceeding relates, or at the time that the action or conduct was first taken or engaged in (or omitted to be taken or engaged in), regardless of when the action, suit or proceeding is first threatened, commenced or completed. Notwithstanding any other provision of these Bylaws or the Certificate of Incorporation, no action taken by the Corporation, either by amendment of the Bylaws, the Certificate of Incorporation or otherwise, shall diminish or adversely affect any rights to indemnification or prepayment of expenses granted under this section which shall have become vested prior to the date that the amendment or other corporate action is taken. Further, if any provision of this Section shall be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions shall not in any way be affected or impaired. The Board may maintain liability insurance coverage for any or all of the Corporation's Trustees, officers, employees, and agents.

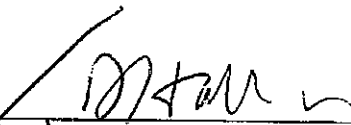
6.4 Racial Nondiscrimination Policy. The Corporation's programs, including but not limited to its educational programs, shall admit persons of any race to all the rights, privileges, programs, and activities generally accorded or made available to students or other persons in such programs. The Corporation shall not discriminate on the

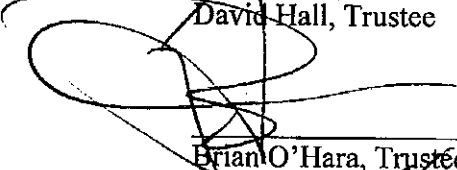
basis of race in administration of its educational policies, admissions policies, scholarship and loan programs, if any, and other programs.

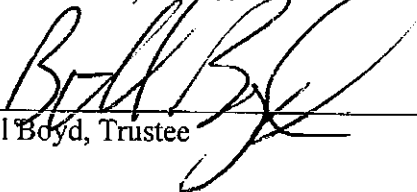
6.5 Corporate Seal. The seal of the Corporation shall consist of an impression bearing the name of the Corporation.

6.6 Fiscal Year. The fiscal year of the Corporation shall be the calendar year, unless otherwise determined by the Board and shall begin on the first day of January of each year and end on the last day of December of each year.

APPROVED AND RATIFIED effective May 31, 2007, by the undersigned Trustees and Incorporators of the Corporation.

  
\_\_\_\_\_  
David Hall, Trustee

  
\_\_\_\_\_  
Brian O'Hara, Trustee

  
\_\_\_\_\_  
Bill Boyd, Trustee

## Entity Summary Information

Select the buttons below to file or place an order.


To view Entity Details there will be a \$5.00 charge and you will need to click on **VIEW ENTITY DETAILS** button at the bottom of the page.

If you are ordering documents such as a "Certificate of Good Standing" or "copies" you will need to click on the **ORDER DOCUMENTS** button at the bottom of the page.

If you are filing a legal document such as a trade name, amendment, annual certificate, etc., you will need to click on **FILE A DOCUMENT** button at the bottom of the page.

### RIVEROAKS PRESBYTERIAN CHURCH OF TULSA (PCA), INC.

#### Details

Filing Number: 1412143798  
Name Type: Legal Name  
Status: In Existence   
Corp type: Domestic Not For Profit Corporation Church  
Jurisdiction: Oklahoma  
Formation Date: 8 Jun 2007

#### Registered Agent Information

Name: ERIC BURKHOLDER  
Effective: 25 May 2022  
Address: 8751 E 103RD ST  
City, State , ZipCode: TULSA OK 74133

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