



NOTICE
GLENPOOL CITY COUNCIL
REGULAR MEETING

A Regular Session of the Glenpool City Council will be held at 6:00 p.m. on October 3, 2022, at Glenpool City Hall, City Council Chambers, 12205 S. Yukon Ave., 3rd Floor, Glenpool, Oklahoma.

NOTE: The Glenpool City Council will be assembled for the meeting at the City Council Chambers, 12205 S. Yukon Ave, Glenpool, Oklahoma. Members of the public are invited to attend the in-person meeting, or join a live broadcast at this link:

Join Zoom Meeting

<https://us02web.zoom.us/j/89753555435?pwd=QzdFVjA1b0lKa1lSUFlKbUNrUUxtdz09>

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The City Council welcomes comments from citizens of Glenpool who wish to address any item on the agenda.

- Speakers attending in **PERSON** are required to complete the Request to Speak form located on the agenda table and return to the City Clerk **PRIOR TO THE CALL TO ORDER.**
- Speakers attending via **ZOOM** are required to complete the Request to Speak form located on our website: <https://glenpoolonline.civicweb.net/document/19057/Request%20to%20Speak%20Form.pdf> and email it to the City Clerk: Wknight@cityofglenpool.com **PRIOR TO 6:00 PM, OCTOBER 3, 2022.**

AGENDA

	Page
A) Call to Order - Joyce G. Calvert, Mayor	
B) Roll Call, Declaration of Quorum – Wendy Knight, City Clerk; Joyce G. Calvert, Mayor	
C) Invocation – Rod Baker, NorthStar Church	
D) Pledge of Allegiance – Joyce G. Calvert, Mayor	
E) Departmental Reports	
1) CM Report.10032022	3 - 65
2) Development Services Report - Oct 3 2022	66 - 70
3) 2022 Sept Streets Parks Report	71
F) Mayor Report – Joyce G. Calvert, Mayor	

G) **Council Comments**

H) **Public Comments**

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

- 1) Minutes from September 19, 2022 meeting. 72 - 78
[City Council Regular Meeting - 19 Sep 2022 - Minutes - Html](#)

J) **Consideration and appropriate action relating to items removed from the Consent Agenda**

K) **Scheduled Business**

- 1) Discussion and possible action to approve, deny or amend the 2022 BlackGold Days Park and Recreation Facility User Agreement (Including Alcoholic Beverage Service) and the application and Permit for Alcoholic Beverage Service with the Glenpool Chamber of Commerce pending final approval of the Agreement by the City Attorney. (David Tillotson, City Manager) 79 - 176
[Staff Report - BGD Chamber Agreement](#)
- 2) Discussion and possible action to approve, deny or amend Budget Amendment CITY-01, to add funding for an Economic Development Director for this fiscal year and to pay costs of a program to foster the creation of jobs in Glenpool. (David Tillotson, City Manager) 177 - 179
[Staff Report - Budget Amendment.CITY03.FYE22](#)
- 3) Discussion and possible action to approve or deny, pursuant to City Code 2-2-6.B.4, waiving the requirement for soliciting competitive bidding for the sale of law enforcement vehicles and miscellaneous equipment that was previously declared surplus by the Council on September 6, 2022. (David Tillotson, City Manager) 180 - 182
[Staff Report - Surplus Property Sale](#)
- 4) Discussion and possible action to enter into Executive Session for the purpose of conferring on matters pertaining to economic development, including the transfer of property, financing, or the creation of a proposal to entice a business to remain or to locate within the City of Glenpool because public disclosure of the matter discussed would interfere with the development of products or services and would violate the confidentiality of such business, pursuant to 25 O.S. § 307.C.11 of the Open Meeting Act. (David Tillotson, City Manager)
- 5) Discussion and possible action to reconvene in Regular Session. (Joyce G. Calvert, Mayor)
- 6) Discussion and possible action to approve or deny authorizing the City Manager to proceed in a manner consistent with the discussion in executive session. (David Tillotson, City Manager)

L) **Adjournment**

This notice and agenda was posted at Glenpool City Hall, 12205 S. Yukon Ave., Glenpool, Oklahoma, on September 30, 2022, by 11:30 am.

Signed: Wendy Knight
City Clerk



To: Mayor and Council

From: David Tillotson

Date: September 29, 2022

Re: City Manager Report

Open Positions

We currently have 15 open positions.

I have noted those positions below that are in the process.

- Public Works: 4 Positions
 - Equipment Operator – advertised
 - Streets & Parks Laborer (2 positions) – advertised
 - Water & Sewer Laborer - advertised
- Police Department: 5 Positions
 - Dispatcher – filed pending background
 - Police Officer (3 positions) - advertised
 - Police Chief – applications received and being reviewed
 - Assistant Police Chief – holding job posting until new Chief hired
- Fire Department: 2 Positions
 - Firefighter – advertised
 - Deputy Fire Chief – advertised in-house
- Development Services: 1 Position
 - Planner – advertised
- Administration: 3 Positions
 - Grants/Special Projects Coordinator - Advertised
 - Finance Director – advertised
 - IT Director

Retirements

Bea Luttrell retired from the City on September 22nd after serving with us for 22 years as a Utility Billing Clerk.

Chad Tanner will be retiring from the City on December 31st after 3 ½ years of service with the Glenpool Fire Department and 25 years total in the fire service.

I want to thank both individuals for their dedication, professionalism and service to the residents and business within the City of Glenpool.

Ozone Alert Season

With Ozone season rapidly ending in the Tulsa metro, I wanted to give the Council a quick update. This was not a good ozone year for the metro. The region experienced 12 exceedance days during the season which increased our “Design Value” that is reported to the federal government. The 4th highest Ozone reading is what is used to calculate the three-year average of the Design Value at each monitoring station. The highest three-year average of the five monitoring stations then becomes the new Design Value. This year the North monitoring station recorded the highest Design Value. Thankfully, the 2020-2022 Design Value of 0.067 came in just below the Clean Air standard of 0.071 parts per million. However, if next year turns out to be as bad as this year, we will exceed the Clean Air standard and will be placed in an “Unattainment” status by the federal government. This status comes with extra regulations which can cost governments and business significant funding to meet. Thankfully the South monitoring station, which is in Glenpool, recorded the lowest 4th Highest reading of the 5 monitoring stations. We will need to be diligent to follow proper guidelines during next year’s Ozone Alert Season as well as doing our part to educate the public on the importance of this standard.

Regional Transportation Plan

The INCOG Transportation Policy Committee has approved seeking public input on the Connected 2050 Regional Transportation Plan. This plan reviews traffic patterns and attempts to forecast changes to those traffic patterns in the coming years. The plan then uses these forecasts to model congestions on the regions highways and arterial streets to make recommendations on improvements. When municipalities request grant funds for road, trails, and bridges through federal transportation programs the Regional Transportation Plan is used as the benchmark for the grant-proposed upgrades.

12205 S. Yukon, Glenpool, OK 74033 OFFICE: 918-322-5409 FAX: 918-209-4641

Mayor Joyce Calvert, Ward 3; Vice-Mayor Brandon Kearns, At-Large;

Tim Fox, Ward 1; Chris Brobst, Ward 2; Jacqueline Lund, Ward 4

City Manager David Tillotson, Assistant City Manager Susan White, City Clerk Wendy Knight

www.glenpoolonline.com

Glenpool has several road segments that are recommended for expansion in the coming years. These include:

- Widening of 121st to 4-Lanes from Hwy 75 to Elwood
- Widening of 141st to 4-Lanes from Elwood Ave to Peoria Av./Elm St.
- Widening of Elwood Ave to 4-Lanes from 151st St. to 121st St.

Additionally, the report recommends widening Hwy 75 to six lanes from I44 to Hwy 67. These recommendations do not come with funds attached for their completion but are rather recommendations that can be as the basis for our long-range traffic planning process.

INCOG has set a public hearing on this plan from 4:00 pm to 6:00 pm on October 4th at the Tulsa Central Library. You can also check out their website for more information:
<http://www.incog.org/Transportation/Connected2050/index.html>.

Housing Starts

Attached is a report and graph on home starts so far this year in the Tulsa Metro. Glenpool is still holding strong, although we had a slow month in new homes starts in August.

Miscellaneous

- BlackGold Days – October 20th – 23rd
- BlackGold Car Show – October 22nd
- Spooktacular Fest – October 30th
- Veteran's Day Holiday – November 11th
- Thanksgiving Holidays – November 24th & 25th

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2022 Ozone Scorecard*

12 Exceedance Days: March 3; June 22, 28, 30; July 8, 11, 14, 18,
19, 20, 21 Aug 20

Updated through: September 27, 2022

View the [Tulsa Area Ozone Trends Chart](#)

Monitor Site			2022 Highest 8-Hr Ozone Averages (ppm)* (1st through 4th highest daily readings)				DESIGN VALUE 3-Year Average of the 4th highest readings	
2019 4th High	2020 4th High	2021 4th High	1st Highest date	2nd Highest date	3rd Highest date	4th Highest date	2019-2021 3-Yr Avg	2020-2022 3-Yr Average
West (#144 Mannford)			.074	.072	.070	.070	.063	.065
.066	.062	.063	20-Aug	28-Jun	3-Mar	19-Jul		
East (#178 Lynn Lane)			.079	.076	.074	.073	.064	.066
.067	.059	.068	21-Jul	19-Jul	3-Mar	8-Jul		
Central (#1127 Tulsa)			.099	.097	.079	.073	.062	.065
.066	.058	.064	20-Jul	19-Jul	21-Jul	22-Jun		
North (#226 Skiatook)			.094	.087	.079	.075	.064	.067
.064	.062	.066	19-Jul	20-Jul	21-Jul	22-Jun		
South (#174 Glenpool)			.080	.071	.070	.069	.062	.064
.064	.061	.063	3-Mar	18-Jul	20-Aug	8-Jul		

An Ozone Exceedance = 0.071 ppm or greater

Exceedance days are unhealthy air days and shown in red in the above table.

The EPA Ozone Standard uses the Design Value: Although certainly concerning, exceedance days are not the same thing as 'violating the ozone standard'. The standard uses the current 4th highest reading(daily 8-hr avg), averaged with the 4th highest readings from the two prior years. This 3-year average is called the **Design Value**. Each monitor's readings and averages are calculated uniquely and whichever is the highest is the Ozone Design Value for the Tulsa area.

A Violation of the ozone standard = Design Value 0.071 ppm or greater.



Date: Tuesday, 10/04/2022

Time: 4:00 p.m. - 6:00 p.m.

**Location: Tulsa Central Library
Pocahontas Greadington Learning &
Creativity Center, LL2**

INCOG seeks public comments on Regional
Transportation Plan: **Connected 2050 Plan** Update.
Come and go as you please. Your voice, in action!
For more information, please check out the website:
<http://www.incog.org/Transportation/Connected2050/index.html>





Tulsa, Oklahoma
Metropolitan Area
September 2022

DRAFT



Table of Contents

The Transportation Planning Process	4
INCOG Transportation Study Area	6
Regional Demographics	7
Roadways Element	10
Active Transportation	14
Public Transportation	20
Coordinated Human Services Transportation	24
Freight Movement	28
Emerging Issues: Future of Transportation.....	40
Financial Planning.....	41
Public Involvement Process	44

Tables:

Table 1: Tulsa MSA Decennial Population	7
Table 2: Tulsa TMA Population and Employment Forecast	7
Table 3: INCOG Model Alternative Comparisons	12
Table 4: 2020 Port of Catoosa Tonnage Data	33
Table 5: 2050 Roadways Element Maintenance Cost Estimates (In 2022 dollars)	40
Table 6: 2020-2050 Cost and Revenue Estimates Summary in '000s.....	41
Table 7: 2020-2050 Revenue Estimates Summary (in Thousands).....	41

Figures:

Figure 1: Tulsa Transportation Management Area	6
Figure 2: Projected 2050 Employment per Square Mile	8
Figure 3: Projected 2050 Population per Square Mile	9
Figure 4: Fast Forward: Regional Transit System Plan (2011). INCOG	21
Figure 5: Inbound and Outbound Freight Flow	29
Figure 6: National Freight Network (NHFN): Tulsa, OK	30
Figure 7: Tulsa Port of Catoosa Tonnage	34
Figure 8: Figure 8: Tulsa International Airport Summary Data.....	35
Figure 9: Timeline of Smart Mobility Advancements	40
Figure 10: Anticipated Dates of Milestones and EV Infrastructure Deployments	42

Attachments:

- Appendix A: Roadways Capacity Additions Map*
- Appendix B: List of Capital Improvements - Roadways*
- Appendix C: GO Plan – Bicycle/Pedestrian Improvements Map*

INCOG
Regional Transportation Plan
Connected 2050
Update to Connected 2045 Transportation Plan

Public Comment Period
Revised to 10-01-2022 – 10-30-2022

INCOG Transportation Technical Committee 09-21-2022
INCOG Transportation Policy Committee 09-28-2022
Anticipated Adoption INCOG Board of Director 11-08-2022

What is included

The Transportation Planning Process
INCOG Transportation Study Area
Tulsa Regional Demographics
Regionally Significant Roadways
Regional Active Transportation Strategies
Regional Public Transportation
Coordinated Human Services Transportation
Regional Freight Movement
Financial Planning
Emerging Issues: Future of Transportation
Public Involvement Process

The Transportation Planning Process

The Indian Nations Council of Governments (INCOG) is a voluntary association of local governments and was designated by the governor as the area's Metropolitan Planning Organization (MPO). MPOs maintain the primary responsibility for developing transportation plans and programs for urbanized areas of 50,000 or more residents. Additionally, federal regulations recognize metropolitan areas with a population of 200,000 or more as Transportation Management Areas (TMA), which places further requirements on the MPO for congestion mitigation and air quality, safety performance, and complete streets policies.

All TMA transportation plans and programs are based on a continuous, coordinated, and comprehensive planning process, conducted in cooperation with local and state governments and modal agencies. Representatives of each member community, principally elected officials, are appointed to INCOG's Board of Directors, which serves as a forum for cooperative decision-making on issues of regional significance, including transportation.

The transportation planning process involves both long-term transportation system objectives and short-term implementation of projects. Long-term objectives are realized through the implementation of various cities comprehensive plans such as the Major Street and Highway Plan, which represents the ultimate roadway development, and the Long-Range Transportation Plan, which identifies planned transportation improvements to be implemented within the next 20 to 25 years. Short-term projects are outlined in the Transportation Improvement Program, which identifies projects receiving federal funding assistance during the upcoming four years.

All aspects of the process are overseen by the Transportation Policy Committee (TPC) and the Transportation Technical Committee (TTC). Committee members meet monthly and represent federal, state, tribal and local public agencies; state and local authorities; and various modal interests. The TTC, an advisory group to the TPC, provides technical expertise related to development of urban transportation plans and programs for the TMA. The TPC is an ongoing forum for policy development and adoption related to urban transportation planning, programming, and operation. Upon TPC approval, transportation plans and programs are forwarded to the INCOG Board of Directors for its approval and endorsement.

Federal Requirements for Metropolitan Transportation Plan

- Plans must be for a period not less than 20 years into the future.
- Plans must reflect the most recent assumptions for population, travel, land use, congestion, employment, and economic activity.
- Plans must be financially constrained, and revenue assumptions must be reasonable in that funds can be expected to be available during the time frame of the plan.
- Plans must conform to the Clean Air Act and its amendments, and to applicable State Implementation Plans for regional air quality.
- Plans must be developed through an open and inclusive process that ensures public input and seeks out and considers the needs of those traditionally under-served by existing transportation systems.

Federal Planning Factors

- Support the economic vitality of the metropolitan area, especially by enabling global competitiveness, productivity, and efficiency.
- Increase the safety of the transportation system for motorized and non-motorized users.
- Increase the security of the transportation system for motorized and non-motorized users.
- Increase accessibility and mobility of people and for freight.
- Protect and enhance the environment, promote energy conservation, improve the quality of life, and promote consistency between transportation improvements and state and local planned growth and economic development patterns.
- Enhance the integration and connectivity of the transportation system, across and between modes, for people and freight.
- Promote efficient system management and operation.
- Emphasize the preservation of the existing transportation system.
- Improve Resiliency and reliability of the transportation system and reduce or mitigate stormwater impacts of surface transportation
- Enhance travel and tourism

INCOG Transportation Study Area

The 1,400 square-mile Tulsa Transportation Management Area (TMA) is comprised of Tulsa County and portions of the adjacent counties of Creek, Osage, Rogers, and Wagoner. It is a part of the seven county Tulsa Metropolitan Statistical Area (MSA), which also includes Okmulgee and Pawnee Counties. The TMA is predominately urban, with nearly 85% of its population residing within the incorporated cities of Bixby, Broken Arrow, Catoosa, Claremore, Collinsville, Coweta, Fair Oaks, Glenpool, Jenks, Kiefer, Mounds, Owasso, Sand Springs, Sapulpa, Skiatook, Sperry, Verdigris and the core city, Tulsa.

As of 2020, the population of the Tulsa Metropolitan Statistical Area has increased to over one million for the first time. The 2020 base year demographics show the TMA population at 819,000, which accounts for 81% of the Tulsa MSA population. The Tulsa MSA is the 54th largest metropolitan area in the country and the City of Tulsa, is the 46th largest city in the country in terms of population.

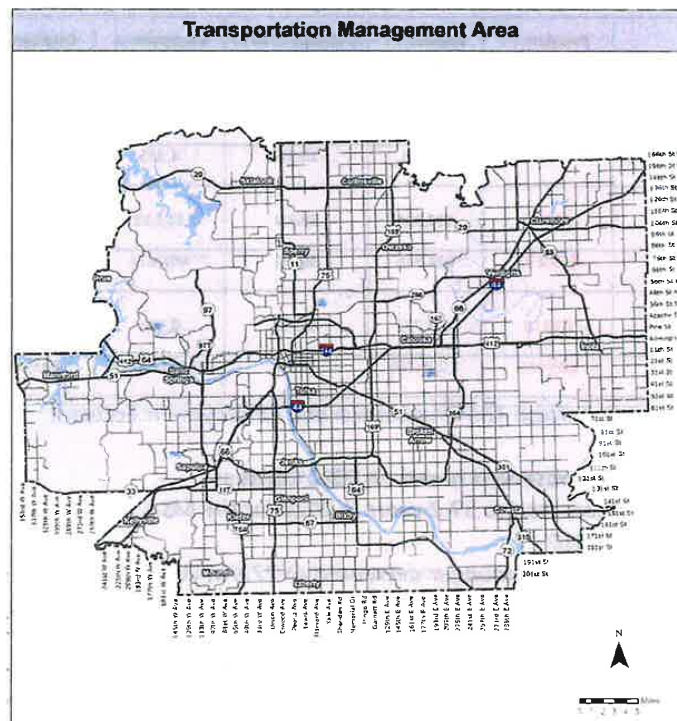


Figure 1: Tulsa Transportation Management Area

Regional Demographics

The Tulsa Transportation Management Area population continued growth is similar to the seven-county MSA, that makes up the larger region that continues to affect the TMA in terms of population, employment, industry, workforce retention, regionally significant facilities for healthcare and recreation. The MSA population trends and each county growth is observed as below.

County	1980	1990	2000	2010	2020
Creek	59,016	60,915	67,367	69,967	71,754
Okmulgee	39,169	36,490	39,685	40,069	36,706
Osage	39,327	41,645	44,437	47,472	45,818
Pawnee	15,310	15,575	16,612	16,577	15,553
Rogers	46,436	55,170	70,641	86,905	95,240
Tulsa	470,593	503,341	563,299	603,403	669,279
Wagoner	41,801	47,883	57,491	73,085	80,981
Total	711,652	761,019	859,532	937,478	1,015,331

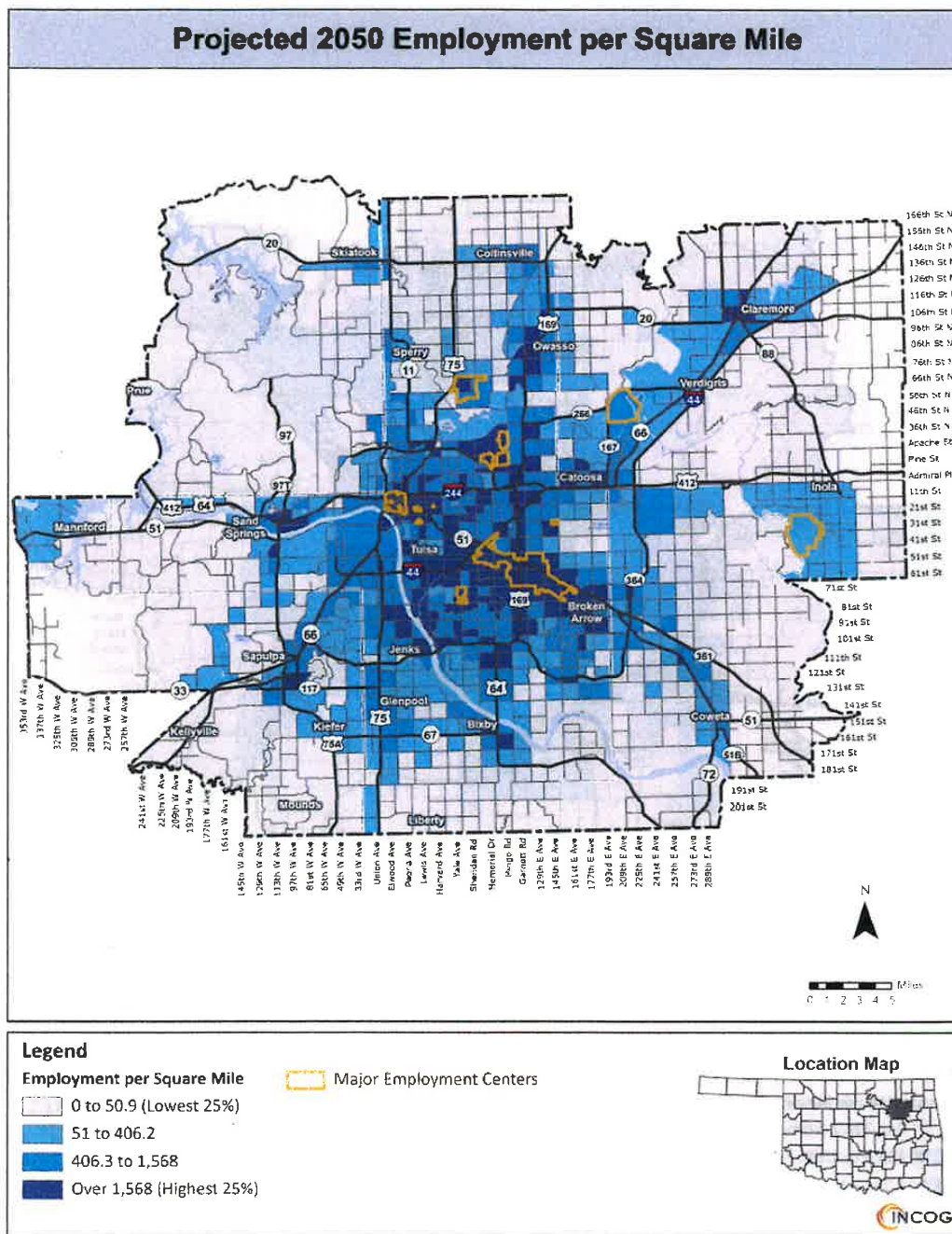
Table 1: Tulsa MSA Decennial Population

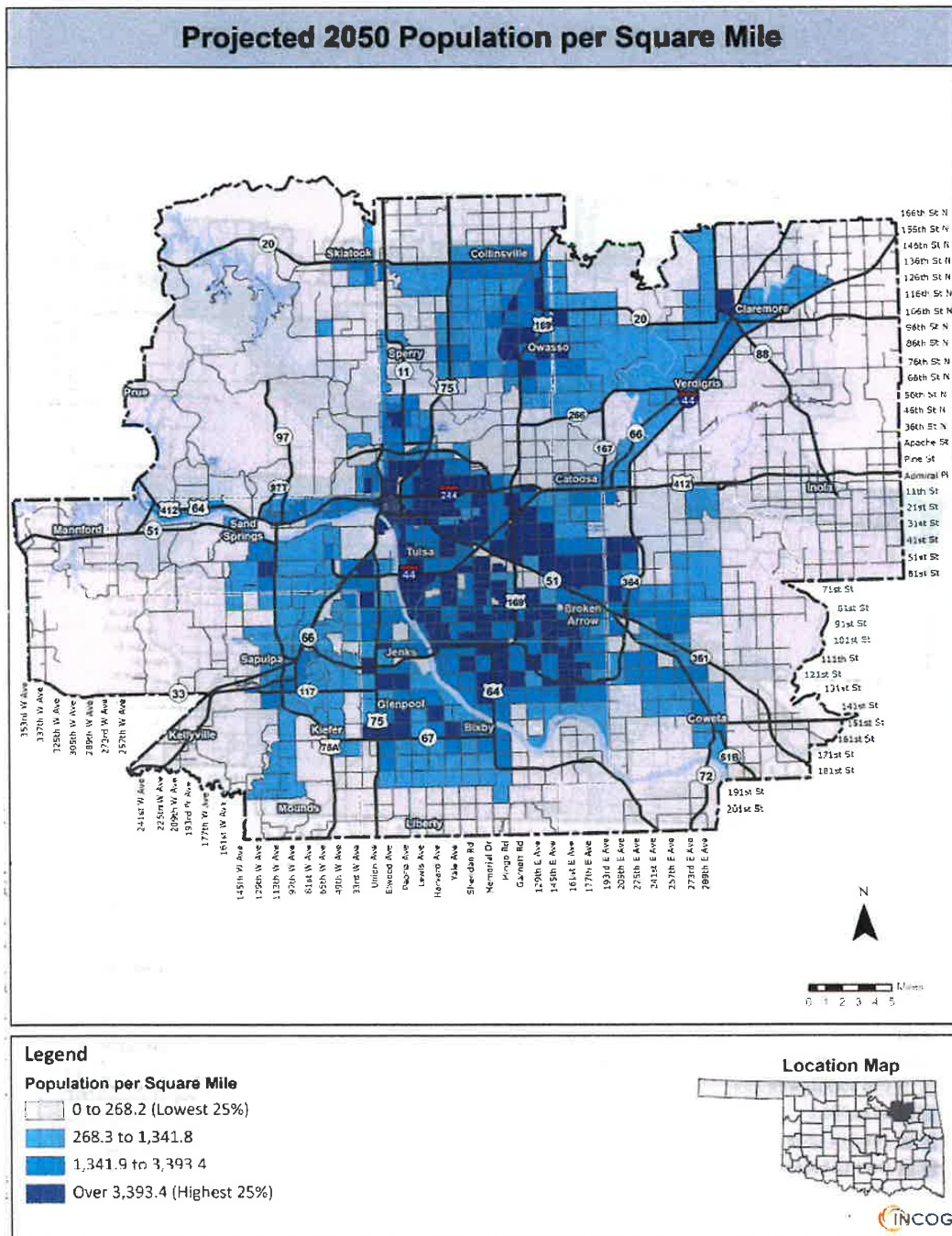
Geography	Population 2020	Population 2050	% Change 2020 to 2050	Employment 2019	Employment 2050	% Change 2020 to 2050
Creek County (TMA Portion)	49,343	58,691	18.9%	17,929	21,326	18.9%
Osage County (TMA Portion)	25,376	29,265	15.3%	4,385	5,057	15.3%
Rogers County (TMA Portion)	77,320	102,316	32.3%	31,033	41,065	32.3%
Tulsa County	669,279	926,316	38.4%	405,674	561,473	38.4%
Wagoner County (TMA Portion)	62,118	104,772	68.7%	8,391	14,153	68.7%
TMA Total	883,436	1,221,360	38.3%	467,412	643,074	37.6%

Table 2: Tulsa TMA Population and Employment Forecast

Key Demographic Changes observed based on 2020 Census:

- Median age has increased to 37.2 years in 2020 for the MSA, an increase of 0.7 years from 36.5 in year 2010
- Population of 19 years or younger decreased to 27% in 2020 from 28.3% in 2010
- Population of people over 65 years or older increased to 15.5% in 2020 from 12.8% in 2010
- City of Tulsa, core city of the TMA, continued to increase. It increased to 413,066 in 2020 from 391,906 in 2010, a 5.4% increase
- Census showed 91% of workers commute to work by car, 9.2% carpool and 0.4% use public transportation as a means of transportation to work
- The regional one-way commute time to work, for the MSA, is 21.9 minutes





Roadways Element

The regional roadway system is primarily comprised of expressways, and arterial streets on a roughly 1-mile grid system. The roadway system is well served by Interstate highways (I-244 and I-44) and National Highway System routes (US-75, US-169, US-64, US-412, SH-51 and SH-266), as well as numerous other state and federal highways in the region. The regional system also is integrated into urban tollways, such as the Creek Turnpike (US-364), and other connecting toll facilities, Turner Turnpike (I-44), Will Rogers Turnpike (I-44), and Muskogee Turnpike (US-351).

The existing and committed roadways system includes approximately **742 lane miles of expressways, 314 lane-miles of turnpikes, 5,100 lane miles of arterials** and other regionally significant streets, and numerous miles of local streets. Reflecting both the Tulsa regional economy and the national economy; major expressway traffic counts in recent years, affected by the COVID pandemic time (2019-21), have not changed in a significant manner, when compared to the previous decade.

Regional Transportation Computer Model

Geographic Information Systems (GIS) is extensively used to geocode both the base year employment by place of work for 2020, and population based on the Census 2020 are developed at a transportation zonal level. Oklahoma Department of Commerce projections for the future year by each county are used as control totals and adjusted based on recently observed growth to obtain target projections. Each subdivided region is further analyzed for infrastructure availability and opportunities for growth, based on access, land use and services. Flood plains and other undevelopable areas are screened out and growth is allocated by zone, based on trends and most recently available data.

Roadways and automobiles continue to dominate the travel in Tulsa TMA. Ensuring safety and mobility is recognized as a cornerstone for the regional transportation in future.

Regional Goals for Roadways

The 2050 Roadways Plan identifies goals as below:

- Partner with state and local public agencies, public trusts, and tribal entities in the region to achieve set objectives to ensure safe and efficient transportation for all people and goods
- Support Oklahoma Department of Transportation, and other state and local agencies under mutual agreements and partnership
- Actively work with the Port of Catoosa, Tulsa International Airport Authority, Metropolitan Tulsa Transit Authority, and public and private freight entities to advance regional connectivity, and economic competitiveness
- Support the regional planning process to advance the goals set by the Tulsa Regional Chamber of Commerce along with all other affiliated organizations

- Develop and advance regional Intelligent Transportation System (ITS) Architecture, deployment, and innovative transportation strategies
- Develop, adapt, and implement regional complete streets policy
- Pursue early implementation of Interstate Highway designation for US-412 corridor connecting I-49 in NW Arkansas with I-35 in Oklahoma as designated in the Infrastructure Investments and Jobs Act.

The 2050 Roadways Plan identifies specific set of actions as below:

Safety and Security

- Develop, and implement mitigation measures to reduce Traffic crashes
- Develop management strategies for incident related congestion involving various stakeholders including first responders
- Develop plans to improve safety with respect to active transportation users

Roadways Maintenance

- Achieve and maintain sufficiency rating of Adequate or higher per ODOT standards on all NHS routes in the region
- Secure funding to sufficiently maintain area roadways to adequate rating, that are deemed regionally significant per the Long-Range Transportation Plan
- Achieve regional pavement condition index of 70 on arterials roadways, and seek funding solutions to enhance roadway maintenance

Freight Network

- Improve access to freight terminals through intermodal connectors
- Advance intermodal transportation activity based on economic development needs and goals

Bridges & Bottlenecks

- Eliminate structurally deficient bridges on state, county, and local roadways in the Tulsa Transportation Management Area
- Improve access across the region with additional river crossings
- Pursue safer railroad crossings via grade separation where possible and feasible
- Pursue funding for interchanges via flyovers for key movements at regional bottlenecks on the freeway system
- Identify congested bottlenecks in the region, including highway to highway interchanges and heavily congested corridors to seek solutions including developing new flyover and interchanges to facilitate traffic, reduce delay and increase reliability of the system

Intelligent Transportation Systems

- Update, and advance ITS strategy based on implementable actions to provide sufficient information to motorists and agencies
- Implement systems based on regional architecture to provide implementing agencies sufficient tools to advance the usage of ITS with respect to travel monitoring
- Provide real time data access to the motoring public

Financial Feasibility & Coordination

- Coordinate implementation activities to ensure timely completion of committed projects with all implementing agencies
- Develop a financially feasible plan of action related to each project across the transportation system, to maintain the system that is built to endure during its lifecycle, considering all costs associated with the system maintenance and management

Quick facts: 2020 Roadways Vs. 2050 Roadways Plan

Table below illustrates lane-miles, vehicle-miles traveled, and associated vehicle-hours in the Tulsa TMA region for base year 2020 and forecast year 2050.

Table 3: INCOG Model Alternative Comparison

Roadway Alternative	Year		
	2020	2020	2050
Roadway Network			
Demographic Data	2020	2050	2050
Lane Miles			
Expressway	808.9	808.9	933.3
Turnpike	338.0	338.0	440.5
Arterials & Parkways	4,899.1	4,899.1	5,563.8
Total Non-Local	6,046.0	6,046.0	6,937.6
Travel			
Vehicle Miles/Day	32,207,744	40,869,581	42,437,839
Vehicle Hours/Day	941,490	1,316,814	1,255,951
Average Speed (MPH)	34.21	31.04	33.79

Several regionally significant roadways, especially the Arterials in the Urbanized Area are funded for improvements using local funding mechanisms combined with the Surface Transportation Block Grant Program (STBGP) funds. Several of these funded projects are in various stages as this 2050 Plan development is underway and slated for implementation. A list of funded projects is included in the current four-year Transportation Improvement Program (TIP), for the years 2022-2026. The TIP is revised every two years in synchronization with the Oklahoma Department of Transportation Statewide Transportation Improvement Program (STIP).

A list of roadways funded as included within the TIP is attached in the Appendix of Tables.

A map of Regional Roadways planned for 2050 is included in the Appendix of maps.

A list of Regional Roadways that are deemed significant and anticipated for capacity addition is included in the Appendix of tables.

Active Transportation

To provide and sustain active transportation infrastructure for all users is an integrated element of all transportation activities, including planning, funding, and implementation through programming, as the regional transportation planning organization.



This Machine Bike Share operating in a dedicated Bike-lane is a new form of transportation

Building a connected network of bicycle and walking facilities helps the Tulsa region achieve long range transportation goals.

- Implementing safer, comfortable, and accessible routes will increase mode share for all active transportation
- Improving connectivity where possible with separation from automobile traffic in high-volume, high-speed locations will increase safety
- Linking neighborhoods to destinations will improve access to destinations
- The provision and use of active transportation infrastructure will increase economic viability of the region through tourism and development by attracting and retaining workforce the region depends on.

- The region benefits through national recognition, with the Bicycle Friendly Community designation from the League of American Bicyclists.

In 2014, Indian Nations Council of Governments (INCOG) and its member jurisdictions made a commitment to change the mode share of travel in the region by overcoming challenges to active transportation with smart and safe design and implementation of facilities. The bicycle and pedestrian master plan, the GO Plan, developed and adopted to advance the initial footprint as laid out from the earlier Tulsa regional trails master plan (1999), and sought to create a bicycle network that connects major destinations in the region. These destinations include significant employment centers, downtown business districts, schools and universities, and the existing trails system. Pedestrian improvements were addressed through recommendations in a community-chosen focus area in each jurisdiction and through design approaches to typical pedestrian challenges in the region.

Existing Conditions



River Parks multi-use dual trail system

The region's extensive trails system forms the backbone of existing bicycle infrastructure in and around Tulsa. These trails are built to take advantage of previously existing & now abandoned rail corridors, and other naturally appealing corridors such as the Arkansas Riverbank, and the urban turnpike system that lends itself to developing long distance, separated connections between cities and towns. They are used both for transportation and for recreation and are an attractive amenity for residents, visitors and prospective residents, and businesses.

Sixty-four new miles of bike lanes and sixty-five new miles of new sidewalks have been constructed regionally within the first five years of adoption of the GO Plan, since 2015, averaging twelve new miles of bike and sidewalk facilities each year. The City of Tulsa has implemented several on-street bicycle lanes and best practices are still under development as each facility is unique. Regionally, on-street bicycle facilities with dedicated right of way are limited.

Development of multi-use trails, on-street bicycle infrastructure and sidewalk connectivity are not uniform across all jurisdictions.



Due to the growing implementation of on-street bicycle infrastructure and improved pedestrian safety countermeasures worldwide, FHWA, NHTSA, NACTO and other research and policy organizations have published updated proven design standards to make roads safer. In addition, technological innovations have created micro-mobility options in the City of Tulsa and are expanding to other cities within the INCOG region. These new forms of transportation are becoming a permanent part of public

right-of-way. As a part of an update to the GO Plan, several best practices for implementation of alternative transportation to the communities will be explored.

The vision:

The Tulsa metropolitan area is a place where walking and biking are viable and appealing choices for transportation and recreation. Safety, comfort and convenience for users are addressed along roads, at crossings, on multi-use trails and at key destinations.

Usage of bicycles for commuting to work across the Tulsa region is limited. Residents of the Tulsa region still do not use a bicycle for several reasons. In 2015, when asked what they liked best about biking in the region, a large majority, 88 percent, of survey respondents cited exercise and health benefits. Many also cited the trails system as a major amenity and the opportunity to

spend time with family and friends. However, 55% of respondents noted that a lack of comfort with sharing the road with automobiles prevents them from bicycling more. A number also cited the lack of bike friendly roads or trails near their home as a barrier. Respondents said that education and enforcement programs designed to improve driver-bicyclist interaction would increase bicycling in the region. The expansion of the trail network and safe access to the regional network is a priority across the region for all local public agencies.



In the summer of 2021, ETC Institute conducted a regional scientific transportation survey for INCOG.¹ The respondents indicated overall results concluded 56.4% surveyed were very willing or somewhat willing to improve bike facilities, and 74% were very willing or somewhat willing to improve sidewalk and other pedestrian facilities.

Several trails, side-paths and other pedestrian connections are continuously getting built, reconstructed, and/or updated. The GO Plan Trails and On-street facilities map is attached to the Connected 2050 plan in the Appendix of Maps.

¹ https://etcinstitute.com/communityplanning/transportation/incog_tulsa_regional/

Stakeholder Priorities

The 2015 GO Plan process included public involvement through focus group and stakeholder meetings. An inventory of local comprehensive plans, policies, requirements and the identification and assessment of existing facilities was also conducted. Several key recommendations originated from the public outreach effort, and they are listed as follows in order of priority:

1. Ridership/Usage	Acquiring adequate data is a priority to design facilities that accommodate all citizens, apply for funding for projects, and identify potential opportunities for incremental change.
2. Safety	Improving safety for citizens should be done by addressing the presence of wide lanes and associated safety hazards, educating law enforcement in each community on cyclist and pedestrian laws, and communities implementing a policy like "Vision Zero" that gets policy makers involved.
3. Equity	Designing infrastructure in a way that makes bike and pedestrian modes of transportation a viable <i>choice</i> for those that may not be able to drive, do not have access to a private automobile and/or that reside in areas that are identified as areas of persistent poverty and/or historically disadvantaged communities.
4. Connectivity	Connect people by working with transit and other micro-transit solutions to create "last mile" connections, multi-modal options, and implement well designed safe crossings near schools, intersections, and destinations with high pedestrian counts.
5. Livability	Create livable areas by increasing land use diversity and density, make the right-of-way attractive to other uses, and seek to mitigate minimum parking requirements.
6. Public Health	Encourage active lifestyles by designing infrastructure to be user-friendly for bike/pedestrian uses, work with the Tulsa City County Health Department to educate the public on the link between the built environment and public health.

Funding

A combination of federal, state, and local funding opportunities is available for local public agencies, and non-profit organizations such as the River Parks Authority. These federal, state, and local funding opportunities are listed as below:

1. Transportation Alternatives Program (TAP)
2. Surface Transportation Block Grant Program (STBGP)
3. Congestion Mitigation and Air Quality Improvement Program (CMAQ)
4. Carbon Reduction Program (CRP)
5. Federal discretionary
6. Oklahoma Department of Transportation TAP and State funding
7. Local public agency voter approved funding opportunities

Strategies to advance Active Transportation use

The INCOG GO Plan 2.0 continues to address bicycle, pedestrian, and non-infrastructure strategies in more detail. Below is a summary of these strategies.

<u>Bicycle Strategy</u>	➤ Update the GO Plan to streamline implementation strategy ➤ Develop a list of gaps and needs to improve connectivity among residents and facilities, both existing and planned ➤ Connect major regional destinations, such as downtowns of small and large cities in the region, including planned uses with existing network of trails ➤ Develop facilities to suit the needs of commuters, with adequate signage, trailheads, tree canopy and safe amenities ➤ The planned bicycle network for the Tulsa region provides for an 800-mile system of on-street facilities and routes, 165 miles of side paths and 408 miles of off-street trails. ➤ Advance and develop better design guidance and standards for local roadways, as identified in the GO Plan. Update the GO Plan with evidence based best practices from previous experiences ➤ Prioritize bicycle facilities by refining the criteria developed for the GO Plan periodically
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<u>Pedestrian Strategy</u>	➤ Provide a safe, equitable, and connected network of pedestrian facilities for the entire Tulsa region. ➤ Continue to develop and prioritize sidewalk gaps in the region ➤ Develop concept designs, best practices to address typical challenging pedestrian scenarios, and policy recommendations. ➤ Develop standards for side-path and trails for pedestrian uses along with ADA recommendations for implementation across the region.
<u>Non-infrastructure Strategies</u> Bicycle and pedestrian planners should approach improving the use of active transportation modes through a “five Es” approach: Equity & Accessibility, Engineering, Education Encouragement, and Evaluation & Planning	➤ Identify and address inequities in modal transportation funding and implementation ➤ Develop strategies to address community-wide equitable distribution of federal funding to meet the needs of all transportation users ➤ Identify education opportunities and develop outreach methods and means to promote safe use of active transportation including micro-transportation use ➤ Encourage a strong culture that celebrates walking and bicycling through promoting partnerships developed with active non-profits in the region. ➤ Evaluate needs based on observed data on walking and bicycling to help plan for these modes as safe and viable transportation options.

Public Transportation

Public transportation in Tulsa TMA is addressed largely by the Metropolitan Tulsa Transit Authority. Other rural transit service providers, Pelivan Transit, KiBois Transit and Cimmaron Transit provide connections to and from rural parts of Tulsa TMA into the core metropolitan area. Among other services that are available in the TMA include privately funded network companies, and services from other non-profit organizations, and healthcare or senior community services. Funding streams largely define availability and access to these services.

The Metropolitan Tulsa Transit Authority (MTTA) was created in 1968 and operates bus services for the region, as well as some of the region's paratransit services. MTTA provides 1.3 million trips on its fixed-route system and 68,000 paratransit (Lift) trips that are door-to-door, annually. At present, there are no fixed-guideway transportation systems in the region.

INCOG has engaged the public and studied alternative public transportation solutions and created a community vision to help achieve regional diversity in transportation modes. One such initiative, the Regional Transit System Plan, ***the Fast Forward Plan***, instituted a comprehensive, long-range plan for future transit corridors to help meet the region's transportation needs over the next 25 years. The plan defines corridor priorities for the region and defines policy needs for feasible development. Throughout the study, the RTSP was centered on a data driven approach that is supported by a robust planning process which enabled the region to be well positioned for potential future federal spending and discretionary grant funding.

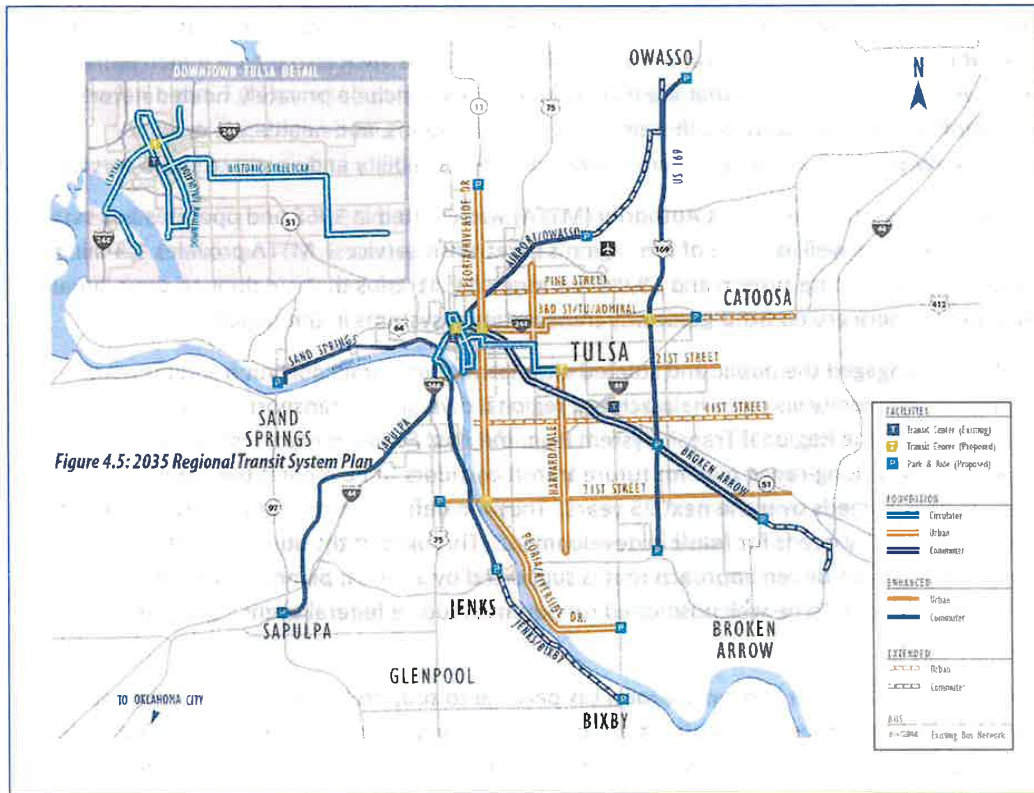
The City of Tulsa voters approved a local tax package to support Bus Rapid Transit investments based on the RTSP recommendations, for both capital and operational funding for Bus Rapid Transit projects, including the Peoria Bus Rapid Transit line. Bus Rapid Transit is a premium fixed-route bus service which provides faster and more reliable travel times than the existing services as well as limited stops and shorter wait times at each station. This project was completed and began operations in the Winter of 2019. The second BRT is planned to travel East-West, on a combination of 11th and 21st streets, including much of Route 66. This project is in-design and expected to be operational by early 2025.

Regional Transit Corridors

The RTSP established three Transit Market Groups to discern the relative difference in high-capacity transit need among corridors with like characteristics. Transit Market



Groups were defined as: Circulator, Commuter and Urban Corridors. *The Fast Forward plan* provides a detailed description and methods used to prioritize these corridors.



Fast Forward: Regional Transit System Plan (2011). INCOG.

The development of public transportation is to recognize the changing needs of public, based on aging of population, pandemic induced travel changes, priorities of administration for various local public agencies, and availability of technology and innovation.

The fast forward plan should be updated periodically based on the following factors that influence the demand and availability of publicly funded transit systems in Tulsa TMA:

- Needs of existing riders to be able to safely ride transportation
- Availability of technology to reduce barriers to access and use public transport
- Demonstrated leadership to implement new trunk systems such as the Route-66 Bus Rapid Transit system and sustain existing Peoria BRT
- Providing last-mile connectivity to fixed transit services

- Evolving flexible routes and services using micro-transit or transit network services
- Arriving at diverse ridership population to sustain interest and funding for transit such as providing public transportation for high-school students, community college students, and rural connections
- Promoting public transportation to sufficiently address fluctuating fuel prices for all people in Tulsa Metropolitan Area
- Build public transportation hubs around the region to provide park-and-ride services, expand to new major employment locations within and outside the metropolitan region
- Seamless integration of technology and bringing technology use to within reach of all users of public transit
- Successful integration of on-demand short trip ridership utilizing Uber and Lyft type of services with longer trip needs of public
- Single payment options to bridge gaps between public transportation and other providers of services such as the Bikeshare
- Needs for a better transit availability to adequately address air quality needs and concerns for the region
- Availability of funding and shared resources among local public agencies
- Development and availability of mobility-as-a-service
- Capital needs and availability of funding to equip, modernize the fleet and support infrastructure such as maintenance facility
- Fueling needs and changing fuel options to shift to electric and hydrogen
- Additional regional funding mechanism to support new transit initiatives
- Changes to current governing structure to expand the current public transportation availability throughout the Tulsa metropolitan region

Aligned with the Fast Forward RTSP guidance, MTTA is implementing many changes as the agency expands its services and presence as the regional public transit provider for the Tulsa Metropolitan Area. The agency is actively developing its on-demand, Micro-transit service with a pilot deployment planned for Spring 2023 and a full deployment of Nightline & Sunday on-demand service planned for summer of 2023. Though the initial launch will focus on improving Nightline and Sunday service with on-demand, MTTA is also evaluating its day-time service, exploring other opportunities to implement Micro-transit service.

In addition to new service models, MTTA is expanding its electric bus fleet with four in fixed-route service and another seven slated for delivery. By 2025, MTTA will have no diesel fixed-route buses in the fleet- 90% CNG (possibly from renewable sources) and 10% electric- and looks to have the first hydrogen-fueled bus in the State of Oklahoma. These changes coincide

with a need for new facilities as the agency has outgrown its present home and must modernize its own facilities to maintain and expand the quality of public transit service it provides for the next 40 years.

Coordinated Human Services Transportation

In 2005 SAFETEA-LU, the federal transportation reauthorization act, required the establishment of a locally developed Coordinated Public Transit-Human Services Transportation Plan for three FTA human services transportation programs. Federal legislation required that to receive program funding from targeted assistance for elderly and disabled transportation, the grantees must certify that approved projects were derived from the coordinated plan developed through a process that includes representatives of the public as well as private, and non-profit transportation and human services providers.

The Infrastructure Investments and Jobs Act (IIJA) also known as the Bipartisan Infrastructure Law (BIL) continued these requirements for the administration of Federal Transit Administration funded Section 5310 funds to address enhanced Mobility of Seniors and Individuals with Disabilities Program. For distribution of any funds under Section 5310, projects selected should be included in the coordinated public transit-human services transportation plan, developed, and approved through participation of seniors, people with disabilities, representatives of public, private, and nonprofit transportation and human service providers, and other members of the public, and services coordinated with other transit providers.

The Tulsa regional coordinated transportation plan addresses human service transportation needs including a broad range of transportation service options designed to meet the needs of a variety of populations. Choices range from the public transit fixed-route system, specialized dial-a-ride van programs, taxi vouchers, to volunteer drivers. The array of services often results in multiple, underutilized vehicles, inefficiently operated. At the same time there are often large numbers of people unable to access transportation services when and where they need them. Coordination of transportation program services, appropriately implemented, reduces individual inefficiencies, and encourages sharing of existing community resources. In communities where coordination is a priority, all citizens benefit from having more transportation choices through expanded service, lower costs, and easier access.

The 2020 Coordinated Plan was developed with ongoing participation by representatives from public, private and agency transportation providers, Departments of Human and Social Services, Departments of Health, Mental Health, Rehabilitation Services Employment, Education, Area Agency on Aging, faith-based organizations, and private, non-profit organizations such as the United Way. The plan is an integral part of the Tulsa Regional Transportation Plan, 2050 Connected Plan update.

The regional coordinated Plan includes following key components:

- A comprehensive assessment of existing transportation services and service coordination
- An assessment of unmet transportation needs
- Strategies to address and improve the identified transportation needs
- Project implementation priorities
- A competitive selection process for project selection

The Coordinated Plan is also recognized as a tool for increasing communication between human service agencies and transportation providers and a tool for human service agencies and transportation providers to identify coordination opportunities.

The action plan developed through the coordinated planning process identified the following needs:

- List all the transit providers in the Tulsa TMA
- Inventory service, equipment, and facilities available
- Assess service gaps, equipment, and facilities needs

Strategies and Actions

The plan identified following actions as a part of the implementation strategy.

A) Improve Safety and Accessibility

- Develop, implement, and keep updated a Pedestrian Master Plan to assess sidewalks, safe routes to transit, and elimination of barriers.
- Incorporate FHWA guidelines for new streets and highways that are accessible for aging and disabled populations.
- Improve facilities and amenities at regional stops and transfer stations.
- Implement policies and programs that address safety concerns at bus stops, transfer stations and on-board, especially at night.
- Encourage provision of Travel Hosts to assist people making transfers, persons with disabilities, users needing door-to-door service, visitors, or those with other transit concerns.
- Create and implement an emergency/disaster plan and an inclement weather plan that addresses the need of those without personal transportation.

B) Increased Mobility

- Increase transit frequency to allow users to make health care and other appointments, look for employment, and chain trips for both paratransit and fixed route service
- Increase service area to connect neighboring communities outside Tulsa Metro Area
- Improve and expand the Mobility Management Center – one scheduling and dispatching center for all trips

- Community-based van program (provide accessible vans to non-profit organization for their use if they also transport elders/disabled)
- Integrate providers to increase sharing of vehicles, drivers, passengers
- Joint Service Planning: reduce overlapping, fill in underserved gaps
- Coordinate with private sector: joint scheduling and sharing of vehicles
- On-line ride reservation system and companion call-in center
- Assist users to plan trips with multiple stops and chain trips
- Projects that utilize technology to share ride demand data between agencies and non-profits while maintaining rider privacy
- Allow coordinated trip scheduling and billing among and between school districts, transit agencies, and human service agencies
- Utilize technology to connect providers to transportation system dispatch
- Hire drivers to be shared among providers
- Help small transportation providers with developing quality programs
- Provide training classes or expand existing programs for new and existing operators, staff, and travel hosts including sensitivity for affected populations
- Simplify the ability for riders to use multiple systems (such as universal pass/smart card), instead of using different vehicles for different purposes
- Allow bulk purchase of vehicles and equipment
- Provide maintenance for all vehicles in pool
- Extend and expand transit service to evenings and to holidays and Sundays
- Increase transit service area to include schools, hospitals, daycare centers, senior facilities, and employment centers not currently served by transit.
- Implement regional connection services covering rural areas, job centers, and disadvantaged communities
- Increase human service agencies capacity for scheduled services
- Provide first and last mile services connecting riders to their origin and destination

C) Develop Awareness

- Educate transit providers and human service agencies about the benefits of coordination.
- Provide human service agencies with travel information resources or tools and help caseworkers and other appropriate agency representatives understand lowest cost transportation options for their clients.
- Add transit links to human service 211 hotline.
- Encourage projects that engage community members or other partners in spreading the word about available mobility options.
- Develop innovative marketing and information partnerships and strategies that alleviate the "stigma" of riding transit and illustrates available services.

- Add transit/mobility center links to sites for services provided to elderly, low-income, and people with disabilities.
- Create transit options brochure and website that is user-friendly and details options available to potential customers for printing.
- Expand exposure of regional fixed routes and ride share programs to policy makers, funders, and "untapped" markets.

D) Increase Funding

- Develop funding strategy that includes a dedicated funding source for public transportation and allows expansion of the fixed-route and paratransit services.
- Allow mixing of funding so agencies aren't restricted to serving specific target populations or specific destination types.
- Share resources – vehicles, maintenance – to make more effective use of funds available
- Diversify and expand funding sources by partnering with the private sector (both for-profit and non-profit).
- Create innovative sources of local match funding including partnerships with local businesses and foundations to help federal grant applicants.
- Pursue additional state and federal discretionary funding sources

E) Improve Efficiency

- Increase service efficiency to decrease delayed pick-ups.
- Develop a unified policy that allows all providers to accept transit users regardless of their individual eligibility (ADA, Medicaid and other programs).
- Agree upon common fare structure for all agencies represented in the vehicle pool.
- Decrease lead-time needed in scheduling for paratransit service.
- Increase the ability of school districts and churches to be part of the community transportation provider pool.

Freight Movement

Freight transportation plays an integral role in the economy. It is defined as the movement of raw materials to manufacturers for production, then the movement of manufactured goods to businesses and consumers. Over 800 million tons of freight are transported throughout Oklahoma annually. The movement of goods impacts quality of life, economic vitality, safety, congestion, and air quality. Freight planning is an important part of the long-range transportation plan.

Due to the increasing size and complexity of urban areas, intra-regional goods movements have outpaced goods movement between regions. According to the Federal Highway Administration, the freight transportation system relies on a variety of modes to support domestic and international supply chains. Trucks carry the majority of freight in the continental United States, both by tonnage and value. Pipelines carry the second largest tonnage, although this mode involves only specific liquid and gaseous commodities.

The Fixing Americas Surface Transportation (FAST) Act and its successor, the Infrastructure, Investment & Jobs (IIJA) Act provided the basis for states and metropolitan areas to examine and address freight transportation issues in the context of metropolitan Long Range Transportation Plans. The Connected 2050 Long Range Transportation Plan (LRTP) Freight Transportation Element highlights the multimodal aspects of the infrastructure that facilitates freight movement in the region, including two internal water-ports, an international airport, two Class I railroads, several short-line railroads, and trucking. These strategic regional facilities are well connected to one another and to the National Highway System (NHS)².

Development Process

The freight planning involved collection of data related to the five modes of moving goods in the Tulsa area, including truck, rail, water, and air transportation. Data acquisitions and data collection efforts provided information that was used in developing the freight element.

The Connected 2050 regional transportation plan, freight transportation element, examines the importance of the freight and goods movement and highlights the freight flow changes in the region. The major data source for this analysis is the Freight Analysis Framework (FAF). FAF is a partnership between Bureau of Transportation Statistics (BTS) and Federal Highway Administration (FHWA)³. It integrates data from several sources to create a picture of freight movement among states and major metropolitan areas by all modes of transportation.

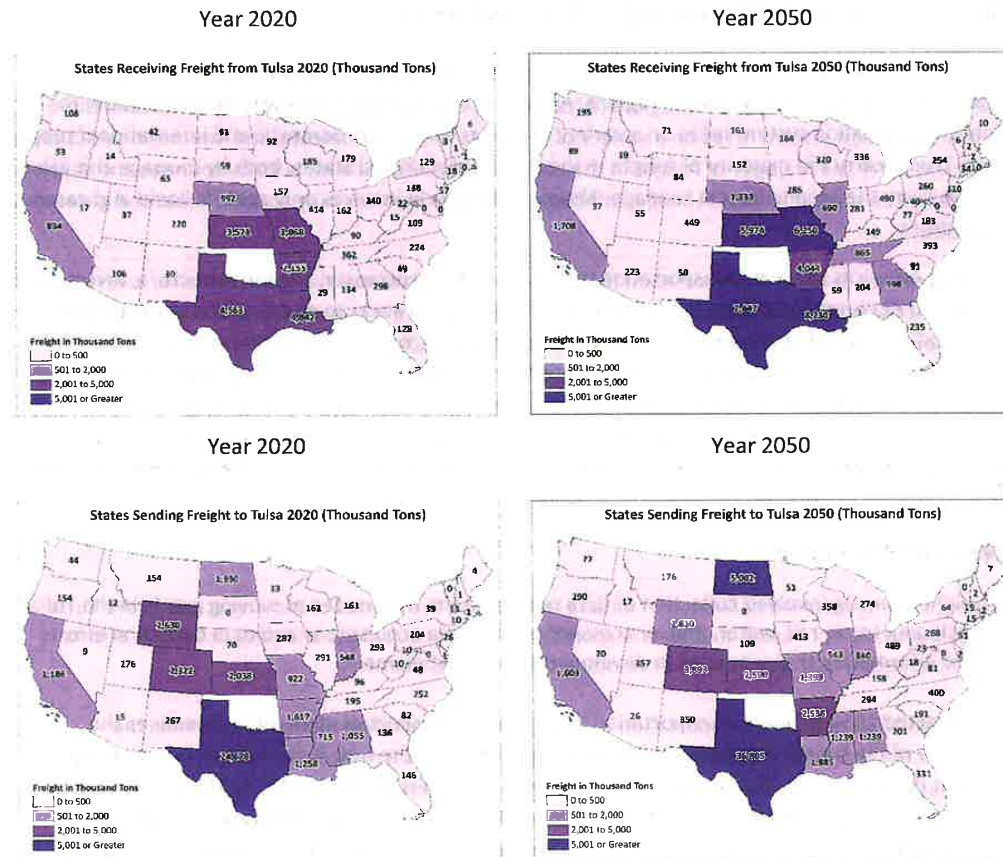
According to FAF data Texas is Oklahoma's foremost trading partner, but other states receiving significant freight from Oklahoma include Kansas, Missouri, Arkansas, and Louisiana. Surrounding states received the majority of Oklahoma's outbound freight commodities in 2020 but noticeable increases to other regions of the US are forecasted for 2050. Texas, Kansas, Colorado, and Wyoming represent the

² The National Highway System (NHS) consists of the Interstate Highway System, plus selected other US and state highways, links, and connections that serve the major population centers, ports, airports, public transportation facilities, intermodal transportation facilities, and major travel destinations. The NHS network of significant highways was approved by congress in 1995.

³ Freight Analysis Framework https://ops.fhwa.dot.gov/freight/freight_analysis/faf/index.htm

majority of inbound freight coming into Oklahoma. Again, the surrounding states are the major freight partners for Oklahoma and the Tulsa metropolitan area, but future projections show an increase in inbound freight from California and several other states around the country.

Figure 5 – Inbound and Outbound Freight Flow



INCOG and ODOT are responsible for designating public roads for the critical national freight corridors in accordance with section 11114 of Infrastructure, Investment and Jobs (IIJA) Act. This is achieved based on the designated National Highway Freight Network (NHFN) by FHWA. The freight corridors and NHFN are important as the National Highway Freight Program (NHFP) provides formula funds to the States to improve the efficient movement of freight on the NHFN. The map below shows the NHFN network and proposed freight corridors in Tulsa TMA. It also includes locations such as Tulsa International Airport, Port of Catoosa that process significant freight.

National Highway Freight Network (NHFN): Tulsa, OK

Rail Corridors

Tulsa, Oklahoma's second largest city, became attractive to railroad companies when a Federal Post Office was opened and there was a huge influx of goods and money from ranchers and farmers. The railroad had a profound impact on the development of the city which can still be seen today with streets running parallel and perpendicular to the Frisco railroad tracks.

Today Rail Transportation in the Tulsa area is provided by two Class-I carriers and five short-line carriers. The Class-I carriers are Union Pacific (UP) and Burlington Northern Santa Fe Railway Company (BNSF). Together, they operate on approximately 200 miles of track in the area. The five short lines that operate in the Tulsa Region are the Southern Kansas and Oklahoma Railroad (SKO), Tulsa-Sapulpa Union Railroad (TSU), Sand Springs Railroad (SS), Port of Catoosa (PC) and Stillwater Central. The short lines operate on approximately 66 miles of track within the area. The two major commodities transported by the railroads in Oklahoma are coal and grain and most of the freight movement within the state is between the Oklahoma City and the Tulsa areas.

The Burlington Northern Santa Fe Railroad (BNSF) has the largest rail yard in the area, located southwest of downtown Tulsa. Access to the BNSF yard is from US-75. Approximately 5,400 tons of freight and 160 rail cars are operated daily, originating and terminating in the Tulsa area. The trains generally run east-west, and destinations vary greatly, with bulk industrial products being the primary cargo. BNSF provides rail access to the Port of Catoosa and the manufacturing plants near the Tulsa International Airport. BNSF operates on about 150 miles of track in the Tulsa region.

The Union Pacific runs between Muskogee and Tulsa. Their warehouse is the former KATY yard near 51st Street South and Mingo. The Union Pacific Railroad operates on about 40 miles of track at 2 train yards in the Tulsa area. The UP processes 4 trains per day, including support operations for the UP regional terminal facility in Muskogee, Oklahoma.

The short-line railroads serve primarily as the connection between shippers and Class I rail carriers. The Sand Springs Railroad is owned by Omnitrax. It operates service between downtown Tulsa and Sand Springs with thirty-two miles of track connecting freight cars daily with the Burlington Northern Santa Fe Railroad, Union Pacific Railroad, and the South Kansas Oklahoma Railroad (SKO). Their covered storage facility is multimodal and is 68,000 square feet.

The South Kansas and Oklahoma Railroad is a segment of the former Santa Fe line to Kansas City. The trains run north out of Owasso and south to Tulsa connecting with BNSF and UP. It also serves the Port of Catoosa daily via an 8-mile track that goes from Owasso to the Port. The Tulsa-Sapulpa Union Railroad is primarily a switch carrier between Class I carriers (BNSF and UP) and customers located on TSU railway. It serves the Metropolitan area, running from Sapulpa to West Tulsa to Jenks on a total of 23 miles of track. It is considered one of Oklahoma's oldest and smallest operating railroads. In January 2001, TSU became operator of Union Pacific

Railroad (UP) track connecting Tulsa and Jenks and connecting with the Burlington Northern Santa Fe (BNSF) railroad at Sapulpa.

Stillwater Central operates a 97-mile line between Sapulpa and Oklahoma City. In Sapulpa, it interchanges the cars to BNSF, which then distributes the cars accordingly. In cases where Stillwater Central interchanges cars with SKO, SKO carries the traffic across to Tulsa. The Port of Catoosa, 5 miles from Tulsa and the country's most frost free inland port, has its own railroad. It has 2 switch engines and serves customers on 13 miles of rail track. The Port is also served directly by BNSF and SKO.

Water Transportation

The Tulsa Port of Catoosa is located at the head of the navigation channel for the McClellan-Kerr Arkansas River Navigation System (MKARNS). The 445-mile waterway links Oklahoma and the surrounding five-state area with ports on the U.S. inland waterway system, and foreign and domestic ports beyond, by way of New Orleans and the Gulf Intra-coastal Waterway. The Port is owned jointly by the City of Tulsa and Rogers County and operated through a public trust authority appointed by both governments.

The Port complex encompasses approximately 2,000-acre industrial park, offering fully developed sites for prospective industry, and a 500-acre terminal area for public and private barge handling operations. The port channel is 1.5 miles long, and the port facilities include two towboats for barge switching, liquid cargo loading and unloading docks, a grain handling facility, a dry cargo wharf. In addition to the ports many cargo handling facilities it also has the ability to handle oversized and overweight project cargo. Port facilities handled more than two million tons of freight in 2020. Of this, 739,677 tons or approximately 36% was inbound, while 1,306,585 tons or 63% was outbound (*Table 2*). The port area also contains dry bulk storage compartments, sites for warehousing and fabrication, and other terminal operations within the 2,500-acre industrial complex. The Port's intermodal capabilities include barge switching service, in-port rail operations, pipelines, and access to Class I rail service.



The Port is accessible from I-44 and US-169 via SH-266 (Port Road), and SH-167, and is located about eight miles northeast of Tulsa International Airport. In December 1979, the Port was designated as a duty-free port or Foreign Trade Zone No. 53. This designation covers an area of 52 acres, including an area that may be used by individual companies for construction of their foreign trade-zone facility. A foreign trade zone is an area considered outside the customs territory of the United States where foreign and domestic merchandise may be admitted for storage, exhibition, assembly, processing, manipulation, relabeling, sampling, or manufacturing, duty free and without quota, while being processed for the consumer market. Payment of customs duties on foreign goods is not required unless the merchandise enters customs territory for domestic consumption.

The number of businesses located at the port also continues to grow, and now stands at 70+. The port is involved in an ongoing marketing program offering prime industrial sites for lease or sale in the adjacent Riverview Business Park. Port officials are predicting that total tonnage transported, and the variety of industries located at the port will continue to grow into the future.

Table 2 – 2020 Port of Catoosa Tonnage Data

TULSA PORT OF CATOOSA													
TONNAGE REPORT - 2020	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPT	OCT	NOV	DEC	TOTAL
INBOUND TONS/BARGES													
TOTAL TONS	31,163	45,811	75,607	99,415	59,143	79,593	45,379	43,621	78,330	36,752	66,768	72,063	739,677
TOTAL BARGES	21	30	52	65	39	68	35	29	51	25	49	46	514
OUTBOUND TONS/BARGES													
TOTAL TONS	115,098	92,419	110,371	143,714	123,421	156,656	112,706	106,369	107,991	58,003	77,730	102,105	1,306,585
TOTAL BARGER	66	50	66	70	72	91	66	61	51	27	41	66	727
TOTAL INBOUND & OUTBOUND													
TOTAL TONS	146,261	138,230	185,978	243,129	182,564	236,249	158,087	149,990	186,321	96,755	144,498	174,170	2,046,262
TOTAL BARGES	87	80	118	135	111	159	105	90	102	52	90	112	1,241
CUMULATIVE													
TOTAL TONS	146,261	284,491	474,469	717,598	900,162	1,136,411	1,294,496	1,444,488	1,630,809	1,727,594	1,872,092	2,046,262	2,046,262
TOTAL BARGES	87	167	285	420	531	690	795	885	987	1,039	1,129	1,241	1,241
CUMULATIVE (JAN 1971 TO PRESENT)													
TOTAL TONS	86,124,184	86,262,414	86,452,392	86,695,521	86,878,085	87,114,334	87,272,423	87,422,411	87,608,732	87,705,517	87,850,015	88,024,185	88,024,185
TOTAL BARGES	52207	52,287	52,405	52,540	52,651	52,810	52,915	53,003	53,107	53,159	53,249	53,361	53,361

Additionally, Oakley's Port 33, a privately owned and operated port facility, is located at the eastern boundary of the TMA near the intersection of US-412 and the navigation channel. It consists of eight separate docks for simultaneous loading/unloading, two service boats, and capacity for several barges. The port has capacity for open bulk storage, including fertilizer and grain storage. The port's primary outbound shipments consist of liquid bulk and agricultural products, as well as grain trucked-in from Enid, Oklahoma.

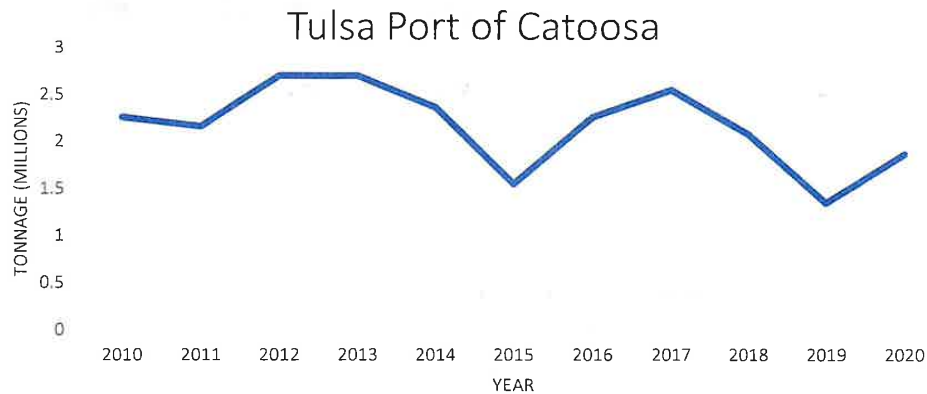


Figure 7: Tulsa Port of Catoosa Tonnage

Air Transportation

Tulsa Airports Improvement Trust (TAIT) administers, manages, and operates Tulsa International Airport and Tulsa Riverside Airport. TAIT's mission is to provide a safe, efficient, self-supporting airport system for the citizens of the Tulsa metropolitan area and surrounding region.

The Tulsa International Airport (TIA) is owned by the City of Tulsa and operated by the Tulsa Airport Authority. Established in 1928 on a 390-acre tract, Tulsa International today encompasses more than 4,000 acres just 10 minutes northeast of downtown. The airport complex is classified as a medium hub, primary commercial service airport by the FAA's National Plan for Integrated Airport Systems (NPIAS). It presently covers 4,360 acres and operates with 3 runways, along with parallel and connecting taxiways that provide aircraft access to the airport terminal and other airport facilities. Air Carrier, General Aviation, Military, and Air Taxi aircraft utilize these runways.

The airport's air carrier terminal is currently set up to operate as many as 22 passenger loading gates, serving 10 passenger air carriers, and processing over three million passengers in 2019, including 1,488,571 enplanements and 1,559,786 deplanements. From 2012 to 2019, enplanements and deplanements have steadily increased.

Summary Data (U.S. Flights Only)

Passengers*	2018**	2019**	%Chg	Rank***
Arrival	1,479k	1,500k	1.45%	80
Departure	1,479k	1,502k	1.58%	79
Scheduled Flights				
Departures	19,308	19,895	3.04%	79
Freight/Mail (lb.) (Scheduled and Non-Scheduled)				
Total	137m	142m	3.71%	62
Carriers				
Scheduled	22	22	0.00%	

* Scheduled enplaned revenue passengers.

** 12 months ending December of each year.

*** Among 771 U.S. airports, 12 months ending December 2019

Figure 8: Tulsa International Airport Summary Data

Source: Bureau of Transportation Statistics

The airport facilities include passenger terminals serving the major air carriers, including American, Delta, Southwest, United Airlines, and regional commuter air carriers including Northwest Airlink, American Eagle, Comair, and Atlantic Southeast. The air cargo terminal facility is located directly south and east of the passenger terminal building. The air cargo terminal consists of a landside and an airside, where incoming and outgoing cargo is processed and loaded from trucks to aircraft and vice versa. The air cargo terminal is currently occupied by Airborne, Burlington, Emery, Federal Express, Martinaire, and United Parcel Service. In addition, some freight and mail, including US Postal Service mail, is transported on scheduled air carrier and commuter airlines serving the airport.

The Tulsa International Airport handled approximately 64,690 tons of cargo in 2019 including airmail, and airfreight, transported by airfreight carriers, and in the cargo-hold of passenger aircraft. This total included about 45% inbound and 55% outbound cargo. Total air cargo activity at Tulsa International Airport has decreased by about 2% from 2018 to 2019. Direct access to Tulsa International Airport is provided via SH-11/Gilcrease Expressway, which runs east west along the southwest corner of the air carrier terminal. Access is also provided from the north by SH 266 or Port Road. The airport is accessible from I-244, and US-75 via SH-11/Gilcrease Expressway. In addition, the airport is accessible from several major north-south arterials in the area, including Memorial Drive, Sheridan Road, and Mingo Road.

The Burlington Northern Santa Fe Railway (BNSF) operates a line that runs east-west along the south edge of the airport. Another rail line operated by the South Kansas and Oklahoma

Railroad (SK&O) is located north of the airport and veers in a northeasterly direction. A rail spur that branches out from the BNSF rail line provides rail access to the manufacturing plants adjacent to the airport. However, there is no direct rail connection with the airport terminal facility at this point. A general aviation airport in the area, Tulsa Riverside Airport is designated by the Federal Aviation Administration (FAA) as a reliever for Tulsa International Airport. This reliever is part of the Tulsa Airport Improvement Trust (TAIT) System and is located approximately 15 miles south and west of TIA near Jenks. This airport is equipped to handle potential excess capacity at Tulsa International Airport.

The current access to the airport is adequate and provided through a variety of roadways and streets from the south and east. However, as the airport grows and expands, design and engineering will be initiated as necessary to improve any traffic bottlenecks.

Issues and Actions

Since freight transportation is a means to various regional economic ends, changes to the regional economy, such as manufacturing and retail, directly impact freight transportation and vice versa. In addition, access to raw materials and markets are key factors in the location decision of most manufacturing and distribution companies. Building an efficient freight infrastructure will require coordination among the various modes of freight transportation. An efficient freight movement system would expand markets, increase opportunity, production, and competition. The major issues associated with freight transportation in the TMA can be grouped into 5 broad categories, including government regulations, safety, energy consumption, economic impact, and infrastructure development and maintenance. These issues have been evaluated, and the following actions are proposed.

Energy and Efficiency Issues

The current system for moving freight relies heavily on trucking, which is one of the least fuel-efficient modes. Trends in freight transportation (just-in-time, next day delivery, etc.), appear to suggest that trucking and airfreight will continue to grow. One prominent goal is to develop a Transportation System that ensures energy efficiency. To advance such a goal, the freight element of the LRTP identifies resources that foster the development of more efficient freight vehicles, better technology, or operational strategies that minimize the use of energy.

An energy-efficient goods movement plan should focus on the following actions.

- Encourage the use of less-polluting alternative sources of energy and their potential application in the goods movement process
- Support the development of more efficient freight vehicle technology and the use of energy-efficient alternatives such as double stacked railcars, longer trailers, electronic sorting and tracking of packages, freight consolidation techniques, satellite distribution centers, etc.

- Support the local emergency/hazardous materials management agency in identifying alternative routing options in the area, for transportation of potential hazardous materials.
- Develop an Oversized Load Dispatch process to direct shippers to proper routes to accommodate necessary weight, height, and axel spacing
- Support efforts to maximize efficiency in the goods movement process, including handling and transporting goods to minimize air emissions and achieve air quality goals
- Identify truck stop locations within the Tulsa metropolitan area that can provide electrification and facilities to maximize energy utilization

Safety Issues

The goods-movement process is concerned with issues of safety. Freight movement involves safety at facilities, vehicle operational safety, and safety along the roadways. The safety issues associated with individual terminal facilities are the responsibility of terminal operators. However, drivers must be certified, and vehicles must pass safety inspections to operate on the roadways. Similarly, the local roadway network that interfaces with the regional and statewide highway network must meet the minimum design standards to maximize safety for vehicles and other road users. Therefore, the freight transportation plan for the region must address the issue of safety from the perspective of the driver, the vehicle, and the roadway.

- Identify the high accident locations involving freight movement in the region, including highways, railroads, railroad crossings, and waterways. Work with the local freight operators to identify and address safety-related issues on the road network and elsewhere
- In conjunction with ODOT, rail operators and local governments, develop and maintain an inventory of rail/highway crossings in the area, including at-grade and grade separated crossings, and use the results to guide the prioritization and selection of potential projects
- Collect and maintain data related to truck accidents and truck safety on the region's primary roadways
- Encourage the development and use of improved vehicle technologies to enhance safety, such as collision mitigations systems, and support a vehicle lifecycle tracking system and ongoing vehicle safety inspection programs for all modes
- Identify bottlenecks, missing links, safety hazards, and other needed components of the regional infrastructure

Economic Development Issues

Because the movement of freight is closely related to regional economic activity, changes in the economy are likely to affect the volume and pattern of regional goods distribution. Trends in regional production, manufacturing, and distribution will be closely monitored and characterized to get a better understanding of freight activity in the Tulsa area. As the region grows and expands economically, so will the need for freight service. Therefore, the goods movement planning process must support regional economic development activities.

- Work with local businesses, Chambers of Commerce, local governments, and authorities to identify freight-related long-range and short-range transportation projects and encourage their funding and implementation
- Support the use of state and local economic development programs to develop regional transportation facilities, improving industrial areas and other freight activities that have the potential to strengthen the local economy
- Encourage public/private partnership ventures that provide leverage for local freight transportation projects

Physical Infrastructure Issues

The regional freight infrastructure consists of networks, vehicles, and terminal facilities. These include airports, port facilities, and roadways that are built, maintained, and operated by the public sector. A significant portion of the infrastructure belongs to the private sector, including airplanes, barges, towboats, trains, rail facilities, trucks, truck terminals, pipelines, etc. This difference in ownership may present some challenges when it comes to planning for future infrastructure needs. The focus of the freight element is on the infrastructure that are built, maintained, and operated by the public sector. Following are some actions that would facilitate the smooth flow of goods into and through the Tulsa region.

- Work with the Oklahoma Department of Transportation and other agencies to continue development and maintenance of the roadways and bridges in the area, including those that connect the manufacturing, storage, and distribution centers in the area to other market areas beyond the TMA. Most freight companies would support increased diesel tax if additional funds were to be used for road maintenance
- Develop criteria to evaluate and monitor the performance of the freight movement infrastructure including roadways, railways, airports, and other networks in the area.
- Investigate opportunities to improve the Mingo and Pine corridors, and US-75, US-169, and I-44 to facilitate freight movement between Tulsa and the surrounding metropolitan areas of Dallas/Ft. Worth, Texas; Kansas City and St. Louis, Missouri; and Wichita, Kansas

- Support development of regional ITS applications, in compliance with national ITS architecture for truck facilities and operations in the TMA
- Enhance the development of the Tulsa International Airport and the Port of Catoosa through implementation of planned physical infrastructure improvements, including additional air cargo facilities and improved landside access, and additional dock capacity at the Port of Catoosa for general cargo, dry bulk, and container cargo; support efforts to widen and deepen the Port of Catoosa water channel

Regional Freight Plan and Network map is shown in Appendix of Maps.

Connected 2050 Plan: Financial Planning

The framework for the financial plan for the Connected 2050 is adopted from the Connected 2045 Plan update conducted in 2017. City, County and State spending estimates are revised and updated. Cost of construction and maintenance has increased in more recent years due to increased cost of labor and inflation. The inflation measured year-over-year within the near term, may require adjustments to the cost estimates, if the trend continues during the five-year time period, before the next plan update takes place, due in 2027.

The financial plan is based on several assumptions:

- The roadways element will experience an increased costs of maintenance and state-of-the-good-repair costs, overall.
- Cost of maintenance will only increase due to inflation and subject to labor availability
- Due to the increased cost share of maintenance, it will be the priority for the region to maintain roadways and upgrade the Pavement Condition Index, while bringing all the roadways into a state of good repair.
- Bridges and National Highway System maintenance costs will also increase as a percent of total cost of the plan, because of the increased focus on eliminating functionally obsolete and structurally deficient bridges across the board.
- Safety concerns tied to the goal of decreasing fatalities and serious injuries will also influence spending of roadway funding, thereby improving the safety of the overall system.

Table 6: 2050 Roadways Element Maintenance Cost Estimates (In 2022 dollars)

Roadway Lane-Miles Category	2050 Lane-Miles	Total Maintenance Cost (in Thousands)
Expressways	933	\$345,210
Turnpikes	440	\$162,800
Arterials	5563	\$2,058,310
TOTAL MAINTENANCE COSTS		\$2,566,320

* All Maintenance Costs are Estimated to be based on Year of Expenditure

Table 6: 2020-2050 Cost and Revenue Estimates Summary (in Thousands)

Facility/Source	Operating AND Maintenance Costs	Construction and Capital Costs	Total Costs	Percent of Total
Expressways	\$513,150	\$865,000	\$1,378,150	21.33%
Turnpikes	\$220,000	\$220,000	\$440,000	6.81%
Arterials	\$1,251,675	\$1,187,000	\$2,438,675	37.75%
Highway Interchanges	\$0	\$745,000	\$745,000	11.53%
Subtotal	\$1,984,825	\$3,017,000	\$5,001,825	77.42%
			\$10,003,650	
Percent	40%	60%	0	100%
Public Transportation (Current System)	\$396,000	\$55,000	\$451,000	6.98%
Dedicated Public Transportation*	\$400,000	\$500,000	\$900,000	13.93%
Bicycle/Pedestrian Links	\$22,000	\$86,000	\$108,000	1.67%
Subtotal	\$818,000	\$641,000	\$1,459,000	22.58%
				100.00%
Total	\$2,802,825	\$3,658,000	\$6,460,825	%
Percent	43%	57%	100%	

Table 7: 2020-2050 Revenue Estimates Summary (in Thousands)

Revenue Source	Estimated Revenue in '000s
Local	\$2,221,803
ODOT (State/Federal)	\$2,057,821
Federal/Urbanized Area	\$550,000
OTA	\$440,000
Public Transportation (Current System)	\$451,000
Dedicated Transit/City/Federal	\$900,000
TOTAL	\$6,620,623

Emerging Issues: Future of Transportation

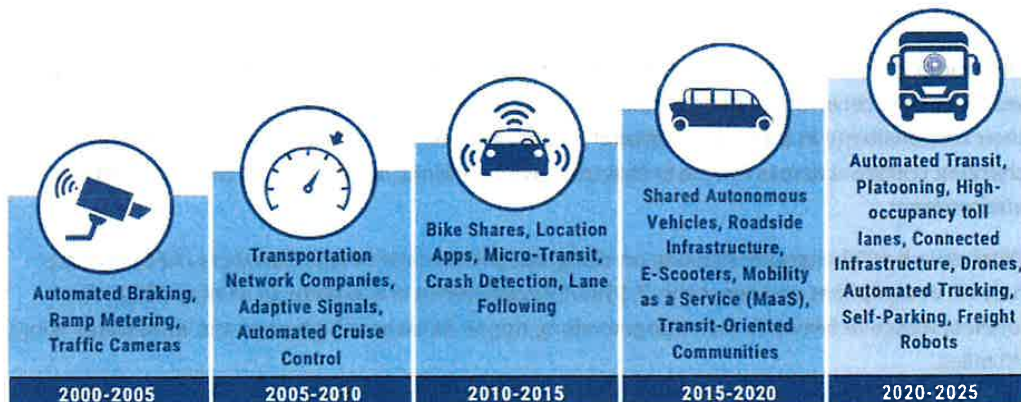
Transportation demand for moving people and goods is expected to grow significantly over the course of this plan period. A major transition process is expected in the transportation sector because of new and innovative technology, to address climate change expectations, and to meet population growth demand. It is expected that shared mobility, autonomous vehicles, and need for safety among other alternative transportation changes to various modes will be responsible for addressing the transportation market needs. However, single-occupancy vehicles will continue to dominate showing a high growth rate, regardless of other options. The Tulsa region is proactively seeking solutions to its challenges and is embracing mobility innovations.

Mobility Innovation Strategy

In 2017, the City of Tulsa convened a cross-disciplinary collective of engineers, academics, planners, advocates, nonprofits, philanthropic organizations, and business leaders to develop a policy and technical action plan to lower barriers for emerging transportation technology in the City of Tulsa. The Urban Mobility Innovation Team developed a Mobility Innovation Strategy to harness smart mobility options that solve transportation challenges and establish the City as a leader for the field.

The City of Tulsa has created this strategy to expand mobility options for all by embracing innovations that build economic opportunity, environmental sustainability, and equity. These new components will enhance the city's networks and better connect Tulsans to jobs, healthcare, education, healthy foods, recreation, and more.

Timeline of Smart Mobility Advancements



With the continual rise of smart technology, the familiarity with and diversity of its options will continue to expand.

The Mobility Innovation Strategy highlighted five fundamental projects: a grocery store-mobility hub, a micro transit network powered by mobility on demand, a campus-based set of automated vehicle (AV) pilots, identifying new public-private-philanthropic partnerships, and an exciting Mobility Innovation Challenge. With these projects— coupled with next generation planning, policy, and pilots—Tulsa can become a hub of mobility innovation regionally and nationally, attracting talent, employers, and jobs that will transform transportation and our world.

The full report was released in March 2022 and can be found at: [tulsa-mobility-innovation-strategy-full-report.pdf \(cityoftulsa.org\)](https://www.cityoftulsa.org/files/mobility-innovation-strategy-full-report.pdf)

Oklahoma National Electric Vehicle Infrastructure Plan (NEVI)

Using electricity from the grid to run vehicles costs less and reduces petroleum consumption and associated tailpipe emissions compared to conventional fuel. The State of Oklahoma has made great strides in not only expanding EV charging infrastructure but supporting the very businesses that are contributing to the rise in electric vehicle use. In fact, **Oklahoma ranks 3rd nationally in installed EV fast charging per capita.**

The National Electric Vehicle Infrastructure (NEVI) Formula Program, funded by the Bipartisan Infrastructure Law (BIL), is a new \$5 billion program that plans to make historic investments in electric vehicle (EV) charging infrastructure across the country. The goal of this program is to establish a network of 500,000 EV chargers by 2030 along federally designated alternative fuel corridors (AFC) in the United States (U.S.) and ensure a convenient, reliable, affordable and equitable charging experience for all users. To achieve this national goal, each state is required to develop an EV Infrastructure Deployment Plan (Plan) that describes how NEVI Formula Program funds will be used in conformity with guidance from the Federal Highway Administration (FHWA).

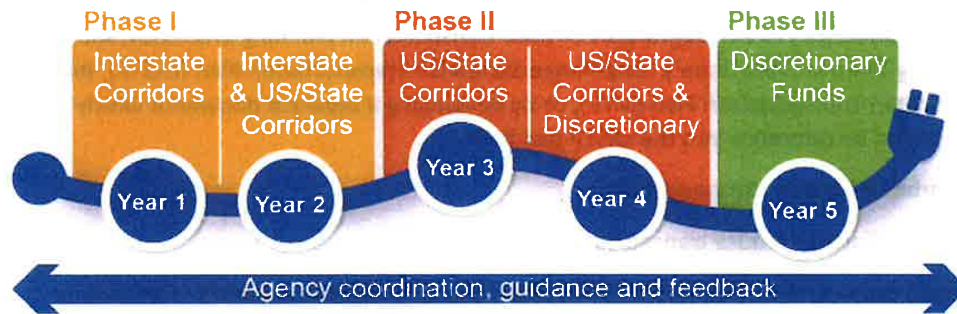
Oklahoma's NEVI Plan will guide the implementation of charging network over the next five years, as they receive and distribute NEVI funds across the state, and work toward fulfilling their responsibility in building a national EV charging network. This network will include EV charging corridors across the State that improve economic development, tourism, and the environment.

Oklahoma has 19 charging stations on designated Alternative Fuels Corridors (AFC) that are fully NEVI compliant and serve the 7,1591 EVs registered in the state as of May 2022. The farthest distance between fast chargers along major Oklahoma highways and interstates is only 70 miles.

Oklahoma's approach to EV infrastructure development over the next five years includes three phases to maximize NEVI funding and ensure compliant and reliable EV deployment across the state. In phase one, ODOT will prioritize building out NEVI compliant interstate corridors and

begin U.S. and state corridor build outs. In phase two, ODOT will continue work on U.S. and state corridors, while beginning discretionary funds allocation. In phase three, ODOT will focus all remaining discretionary funding to address other transportation issues per NEVI program guidance.

Figure 1: Anticipated Dates of Milestones and EV Infrastructure Deployments



Source: ODOT

The full Plan was released in July 2022 and can be found at: [Oklahoma NEVI Plan.pdf](#)

3.0 Tulsa Air Quality Program

The Oklahoma Department of Environmental Quality (DEQ) monitors air quality in the Tulsa region and assures we meet state and federal air standards. There are nine air monitoring stations in northeastern Oklahoma, five of them monitor ground-level ozone. INCOG is widely recognized as the planning agency for air quality issues in the Tulsa metropolitan area. As such, INCOG provides strategic planning and coordination of regional efforts to address the challenges of meeting the national ambient air quality standards. INCOG's regional ozone Alert! Program brings citizens, businesses, industries, and governments together to voluntarily reduce ozone-forming emissions on days vulnerable to high ground-level ozone.

The Air Quality Index (AQI) reflects ground level ozone, corresponding to the EPA's national standard for ground-level ozone associated health concerns. The EPA's ozone standard is exceeded when the 8-hour average is 0.071 ppm or greater. The 2022 ozone season ended with higher level of concern for Ozone in Tulsa, especially when temperatures are high over the summer. The Air Quality planning and related actions should be updated and keep track of these imminent concerns as they evolve with each year, and the Annual Unified Planning Work Program should address these concerns. INCOG Air Quality program can be accessed at <https://tulsaairquality.com/ozone-alert-program/>

Carbon Reduction Program (CRP)

The purpose of the Carbon Reduction Program (CRP) is to reduce transportation emissions through the development of State carbon reduction strategies and by funding projects designed to reduce transportation emissions. The State Carbon Reduction Strategy is required to address efforts to reduce transportation emissions and identify projects and strategies to reduce these emissions. States, in coordination with MPOs, are encouraged to develop their Carbon Reduction Strategies as an integral part of their transportation planning processes, such as by integrating them into the State's Long-Range Statewide Transportation Plan (LRSTP), the MPO's Metropolitan Transportation Plan (MTP), or by developing a separate document which is incorporated by reference into the LRSTP and MTP.

Each Carbon Reduction Strategy shall:

- A. support efforts to reduce transportation emissions;
- B. identify projects and strategies to reduce transportation emissions, which may include projects and strategies for safe, reliable, and cost-effective options
 - i. to reduce traffic congestion by facilitating the use of alternatives to single-occupant vehicle trips, including public transportation facilities, pedestrian facilities, bicycle facilities, and shared or pooled vehicle trips within the State or an area served by the applicable MPO, if any;
 - ii. to facilitate the use of vehicles or modes of travel that result in lower transportation emissions per person-mile traveled as compared to existing vehicles and modes; and
 - iii. to facilitate approaches to the construction of transportation assets that result in lower transportation emissions as compared to existing approaches;
- C. support the reduction of transportation emissions of the State;
- D. at the discretion of the State, quantify the total carbon emissions from the production, transport, and use of materials used in the construction of transportation facilities within the State; and
- E. be appropriate to the population density and context of the State, including any metropolitan planning organization designated within the State.

The Carbon Reduction Program Implementation Guidance was released in April 2022 and can be found at:

https://lifo.vermont.gov/assets/Subjects/Transportation-Notices-and-Issues/67ba0af448/crp_guidancecc.pdf

Public Involvement Process

Public participation processes inform citizens, groups, and organizations about specific decisions likely to affect their lives, ensure that planning and decision-making consider views and input from stakeholders, and resolve issues and problems taking into consideration multiple interests and concerns. Above all, public participation processes encourage citizens and organizations to take an active participation in their community-related transportation issues, building a relationship for better communication and cooperation. The public participation plan for the Tulsa TMA was updated in 2020 and is available for public at INCOG website.

Mission Statement

The intent of the Public Participation Plan is to encourage and support active public participation throughout the planning and decision-making process related to the development of proposed transportation plans, programs, and projects so that a safe, efficient transportation system, reflecting the needs and interests of all stakeholders, can be provided.

Public Participation Procedure

Several techniques for expanding public awareness of transportation planning issues have been identified. This section gives an overview of these techniques aiming to help transportation planners and decision makers choose the best activities according to their goals, target audience, and cost considerations.

INCOG maintains a website where citizens can review information posted and send comments via online forms and email. The website hosts information of interest to the public: meeting schedules and agendas, the RTP, the updated TIP, planning products available from INCOG, and demographic and traffic data. A brochure with a brief description of the regional transportation planning process is also published and distributed as widely as possible. In addition, the INCOG database will be used to provide citizens, affected public agencies, emergency response agencies, representatives of public transportation employees, freight shippers, providers of freight transportation services, private providers of transportation, representatives of users of public transportation, pedestrian walkways and bicycle transportation facilities, representatives of persons with disabilities, and other interested parties with a reasonable opportunity to comment on the RTP and TIP and become involved with the transportation planning process, as per federal regulations.

Various provisions of MAP-21, the federal transportation law, require expanded consultation and cooperation with Federal, State, Local and Tribal agencies responsible for land use, natural resources, and other environmental issues. INCOG will seek to engage these segments of the community and incorporate their comments throughout the planning process. INCOG will also undertake appropriate consultation and coordination activities with agencies related to safety planning and security planning.

Specific Environmental Justice and Limited English Proficiency (LEP) Considerations

State and Federal policies and regulations, including Environmental Justice initiatives, reinforce the need of agencies to focus attention on reaching low-income and minority households. There are many individuals whose primary language is not English. Individuals who do not speak English as their primary language and who have a limited ability to read, write, speak or understand English can be “Limited English Proficient”, or “LEP.” This language barrier may prevent individuals from accessing services and benefits. To include traditionally underserved communities in the decision-making process, it is necessary to identify key stakeholders that have low or no participation, what is preventing them from participating, and what can be done to overcome barriers and increase the levels of participation. Some explanations for the lack of participation include cultural and language barriers, disabilities, economic constraints, and lack of participation opportunities.

To ensure that cultural and language barriers are overcome, Limited English Proficiency (LEP) procedures will be implemented, such as making information readily available and having documents translated and public notices broadcasted for Spanish-speaking populations. Meetings and/or public hearings shall be made accessible and user-friendly for all stakeholders, taking into consideration convenient locations and schedules. In addition, INCOG will provide appropriate accommodations for citizens with hearing and/or sight impairment. Effective participation, education and communication shall be tailored to specific non-traditional transportation stakeholders and problems. Effective participation, education, and communication shall be tailored to specific non-traditional transportation stakeholders and problems.

“According to 2018 ACS data, 21,547 people (2.8%) in the Tulsa TMA speak a language other than English at home.”

To reach the LEP population, a four-factor analysis outlined in the Department of Transportation policy guidance will be followed:

1. The number or proportion of LEP persons eligible to be served or likely to encounter by a program, activity, or service of the recipient or grantee.
2. The frequency with which LEP individuals come in contact with the program.
3. The nature and importance of the program, activity, or service provided by the recipient to people’s lives.
4. The resources available to the recipient and costs.

To assist the LEP populations in the Tulsa TMA and assure that persons with limited ability to speak, read, write, and understand the English language participate in all INCOG’s programs, INCOG will post public participation notices in accessible locations both in English and Spanish with INCOG’s contact for further assistance to other languages translation.

Regional Transportation Plan

The Regional Transportation Plan (RTP) has at least a 20-year horizon and is necessary for the effective programming and implementation of transportation improvements. The RTP is predicated on demographic and economic assumptions and forecasts for the region. It identifies the various transportation systems: roadways, public transportation (or transit), bicycle/pedestrian, and freight systems desired for the metropolitan community, as well as how the transportation modes interrelate with each other. The RTP summarizes the costs of the investments that will be needed, the resources necessary and expected to achieve the recommended improvements, and the resulting effects or impacts such investments will produce. The RTP serves as a guide for the investment of local, state, and federal resources and becomes a component of the Oklahoma Statewide Intermodal Transportation Plan. It also serves as the foundation for plans to improve the overall transportation system.

Public participation is an integral part of the RTP, and the plan itself must reflect the desires of the communities within the region to help them attain their transportation goals. To this end, INCOG, in addition to its outreach efforts as required by federal and state laws, will seek to interact with the following specific groups through techniques aiming to inform, involve, give feedback, and achieve significant participation.

As a part of the RTP development process, INCOG has kept the regional transportation committees and INCOG Board informed of the process. The COVID pandemic has affected the outreach, hence when possible virtual meetings were held. Toward the completion of the RTP documentation, INCOG will engage city councils and other stakeholder groups and agencies while finalizing the plan. INCOG also provides for a 30-day public comment period where public agencies and public may provide comments relevant to the plan goals, actions identified.

Finally, the INCOG Regional Transportation Plan will be available for public at any time via web, email upon request or in hard copy format for those that request it. A copy will be kept at INCOG offices for public to view and comment.

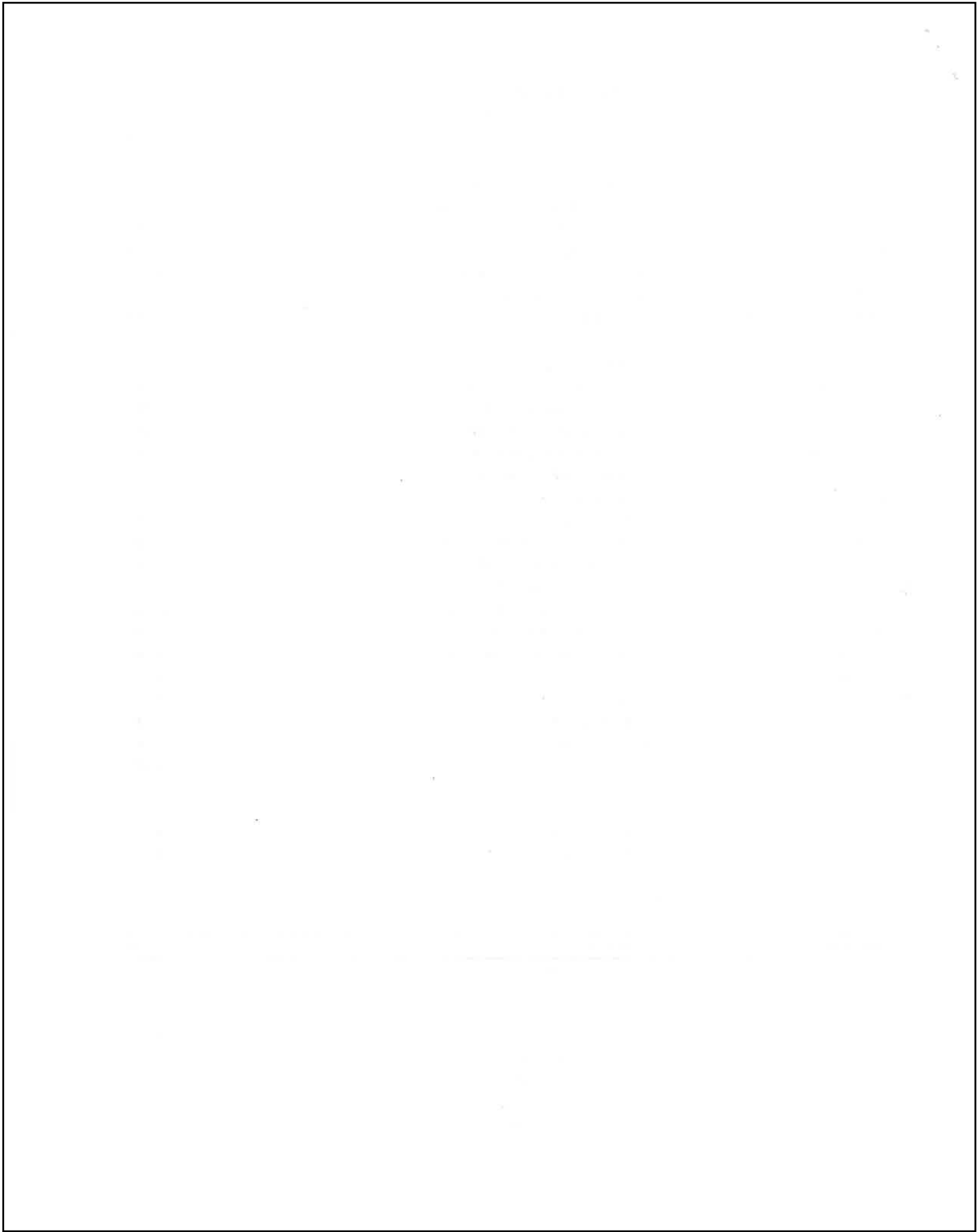
2050 Roadways Element: List of Proposed Capacity Improvements

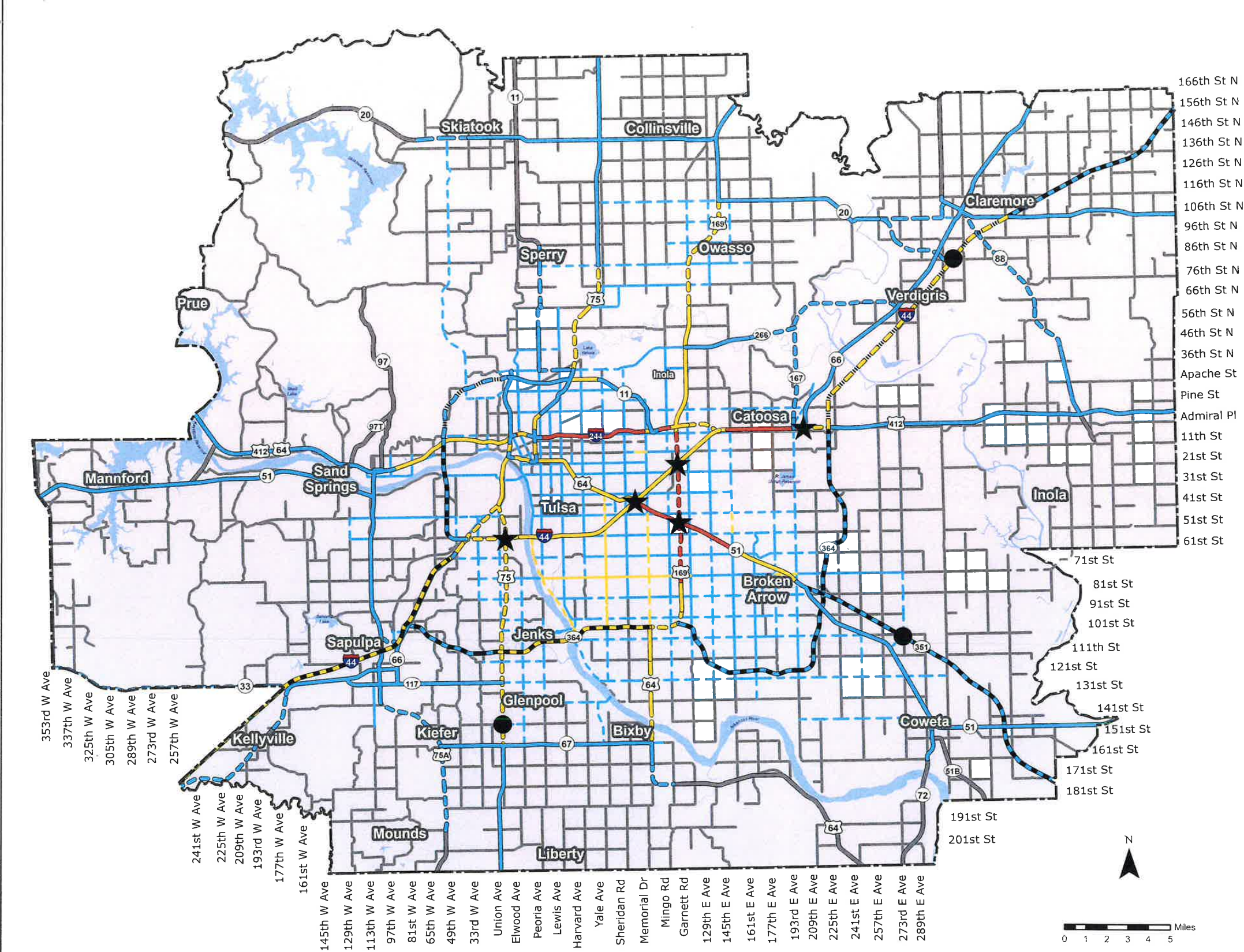
ARTERIALS	Roadway Segment	Planned Through Lanes
SH-20	NW Franklin Rd. to SH-88	4 Lanes
SH-66	121st St. South to 241st St. South	4 Lanes
SH-88	Blue Starr Rd./116th St. North to 46th Street North	4 Lanes
SH-97	Existing SH-97 to SH-20	2 Lanes
US-75A	131st St. South to 191st St South	4 Lanes
SH-167/193 East Ave.	I-44/US-412 to SH-266	4 Lanes
SH-266	161st Street to SH-167/193rd East Ave.	4 Lanes
SH-266	SH-167 to I-44/Will Rogers Turnpike	4 Lanes
11th St. South	129th East Ave. to 145th East Ave.	4 Lanes
25th West Ave.	Edison Rd. to Pine St.	4 Lanes
33rd West Ave.	61st St. South to 71st St. South	4 Lanes
33rd West Ave.	41st St. South to I-44	4 Lanes
41st St. South	129th E Ave to 193rd East Ave.	4 Lanes
41st St. South	33rd West Ave. to 57th West Ave.	4 Lanes
41st West Ave.	Apache St. to Newton Rd.	2 Lanes
43rd St. North	N. 41st / 52nd West Ave. to SH-97	2 Lanes
49th/41st West Ave.	Edison Rd. to Newton Rd.	4 Lanes
51st St. South	Garnett Road to 193rd East Ave.	4 Lanes
61st St. South	Peoria to Lewis Ave.	4 Lanes
61st St. South	145th East Ave. to 209th East Ave.	4 Lanes
61st St. South	US-75 to 49th West Ave.	4 Lanes
66th St. North	145th E Ave to 161st E Ave	4 Lanes
71st St. South	225th East Ave. to 273rd East Ave.	4 Lanes
71st St. South	33rd West Ave. to US-75	4 Lanes
71st St. South Extension	61st St. South to 71st St. South	2 Lanes
76th St. North	US-169 to 129th East Ave.	4 Lanes
81st St. South	Harvard to Sheridan Ave	4 Lanes
81st St. South	Garnett to SH-51	4 Lanes
81st St. South	SH-97 to SH-66	4 Lanes
86th St. North	US-75 to 145th E Ave	4 Lanes
86th St. North	Peoria to Memorial Ave.	4 Lanes
86th/91st St. South/Canyon Rd.	49th West Ave. to SH-66	4 Lanes
91st St. South	Delaware Ave. to Memorial Drive	4 Lanes
91st St. South	Garnett to 193rd E Ave	4 Lanes
91st St. South	Elwood Ave. to Peoria Ave./Elm St.	4 Lanes
96th St. South	US-169 to 145th East Ave.	4 Lanes
96th St. South	Memorial Dr. to Garnett Rd.	4 Lanes
96th St. South	US-75 to Peoria Ave./Elm St.	4 Lanes
101st St. South	Riverside Drive to SH-51	4 Lanes
103rd/106th St. North	Osage Dr. to Cincinnati Ave.	2 Lanes
106th St. North	Garnett Road to 145th East Ave.	4 Lanes
116th St. North	US-75 to US-169	4 Lanes

121st St. South	Memorial Drive to 129th E Ave	4 Lanes
121st St. South	161st E Ave to 129th E Ave	4 Lanes
121st St. South	Yale Ave. to Sheridan Ave.	4 Lanes
121st St. South	161st E. Ave. to 305th East Ave.	4 Lanes
129th W Ave	41st St. South to 51st St. South	4 Lanes
131st St. South	Peoria Ave./Elm St. to Yale Pl.	4 Lanes
131st St. South	Riverside/Delaware Ave to Sheridan Ave	4 Lanes
141st St. South	193rd East Ave. to SH-51	4 Lanes
141st St. South	Elwood Ave. to Peoria Ave./Elm St.	4 Lanes
129th East Ave	96th Street N to 106th Street N.	4 Lanes
129th East Ave	51 Street S. to 71st Street S.	4 Lanes
145th East Ave	I-44 to 41st St. South	4 Lanes
145th East Ave	71st St. South to 101st St. South	4 Lanes
145th East Ave	111th St. South to 135th St. South	4 Lanes
145th East Ave	106th St. North to 116th St. North	4 Lanes
145th East Ave	41st St. South to 71st St. South	6 Lanes
153rd West Ave	106th St. South to 111th St. South	2 Lanes
161st East Ave	66th St North to 76th St North	4 Lanes
161st East Ave	Admiral Pl. to Tiger Switch Rd.	4 Lanes
177th East Ave	71st St. South to 91st St. South	4 Lanes
193rd East Ave	I-44 to 121st St. South	4 Lanes
241st East Ave	101st St. South to 141st St. South	4 Lanes
273rd East Ave.	71st St. South to SH-51	4 Lanes
SH-51 Connector	SH-51 near Coweta to new Muscogee Tpk Interchange	4 Lanes
Adams Rd.	10th St. South to 12th St. South	4 Lanes
Admiral Pl.	Garnett Rd. to 129th East Ave.	4 Lanes
Admiral Pl.	145th East Ave. to Creek Turnpike	4 Lanes
Delaware Ave.	81st St. South to 91st St. South	4 Lanes
Elwood Ave	71st St. South to 151st St. South	4 Lanes
Garnett Rd.	11th St. South to Pine St.	4 Lanes
Garnett Rd.	91st St. South to 111th St. South	4 Lanes
Memorial Dr.	161st St. South to Mingo Rd.	4 Lanes
Memorial Dr.	I-44 to Creek Turnpike	6 Lanes
Memorial Dr.	111th St S. to 151st Street S.	6 Lanes
Mingo Rd.	81st St. South to 111th St. South	4 Lanes
Peoria Ave/Elm St.	91st St. S to 121st St South	4 Lanes
Pine St.	Mingo Road to SH-66	4 Lanes
Pogue Airport Access Rd.	SH-97T to Airport Rd.	2 Lanes
Port Rd. Extension	SH-11 to Sheridan Rd.	4 Lanes
Riverside Dr.	101st St. South to 121st St. South	4 Lanes
Riverside Dr.	121st St. South to 131st St. South	2 Lanes
Riverside Dr.	I-44 to 101st St. South	6 Lanes
Sheridan Rd.	Apache St. to 36th St. North	4 Lanes
Sheridan Rd.	121st Street South to 131st Street South	4 Lanes
Union Ave.	51st St. South to 91st St. South	4 Lanes
Wekiwa Rd.	SH-97 to 129th East Ave.	4 Lanes
Yale Ave	101st St. South to 121st St. South	4 Lanes

Yale Ave	Pine St. to Apache St.	4 Lanes
Yale Ave	US-64/SH-51 (Broken Arrow Exp.) to I-44	6 Lanes
Yale Ave	61st St. South to 81st St. South	6 Lanes
Yale Ave	101st St. South to 111th St. South	6 Lanes
Yale Ave/Yale Pl	121st - 151st St. South (incl. River bridge)	4 Lanes
SH-88	SH-66 to 86th St. North/E 510 Rd.	4 Lanes
177th E Ave	91st St. South to 101st St. South	4 Lanes
129th E Ave	71st St. South to 121st St. South	4 Lanes
111th St. South	33rd W. Ave to Peoria Ave	4 Lanes
SH-117/121st St. South	US-75 to Elwood Ave	4 Lanes
SH-117/121st St. South	Elwood to Peoria Ave	4 Lanes
141st St. South	US-75 to Elwood Ave	4 Lanes
SH-166	US-66 to SH-97	4 Lanes
96th St. South	New Sapulpa Rd. to US-66	4 Lanes
161st E Ave	121st St. South to 131st St. South	4 Lanes
91st St. South	Union Ave to Elwood Ave.	4 Lanes
96th St. South	Union Ave to Elwood Ave.	4 Lanes
33rd West Ave.	71st St. South to 81st St. South	4 Lanes
81st St. South	33rd W. Ave to Elwood Ave.	4 Lanes
49th West Ave.	41st St. South to 51st St. South	4 Lanes
129th West Ave.	41st St. South to 51st St. South	4 Lanes
SH-20	N 41st W. Ave to N 80th W. Ave	4 Lanes
SH-11	56th St. North to 76th St. North	4 Lanes
46th St. North	SH-11/Peoria Ave to Lewis Ave.	4 Lanes
Cherokee St.	193rd E. Ave to Denbo St.	4 Lanes
Garnett Rd.	96th St. North to 116th St. North	4 Lanes
129th East Ave.	96th St. North to 116th St. North	4 Lanes
Peoria Ave	61st St. South to 71st St. South	4 Lanes
Harvard Ave	61st St. South to 71st St. South	4 Lanes
Pine St.	Memorial Dr. to Mingo Rd.	4 Lanes
Mingo Rd.	Admiral Pl. to 11th St. South	4 Lanes
31st St. South	129th E. Ave to 145th E. Ave	4 Lanes
41st St. South	Garnett Rd. to 129th E. Ave	4 Lanes
41st St. South	177th E. Ave to 193rd E. Ave	4 Lanes
41st St. South	Union Ave to 33rd W. Ave	4 Lanes
145th E. Ave	145th E. Ave to 161st E. Ave	4 Lanes
131st Street Bridge - Arkansas River	131st Street S to Delaware/131st Street	4 Lanes

Expressway	Segment	Lanes
US-169	I-244 to 71st St. South	8 Lanes
US-75	I-44 to SH-67	6 Lanes
US-75	36th St. North to 86th St. North	6 Lanes
US-169	56th St. North to 116th St. North	6 Lanes
I-244	US-169 to 145th W. Ave	6 Lanes
I-44	I-44 to US-75 South	6 Lanes
US-412	SH-66 to Creek Turnpike	6 Lanes
US-169	91st St. South to Memorial Drive	6 Lanes

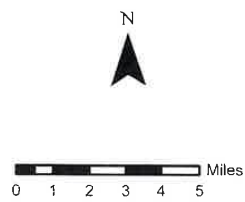




Roadways 2050

Legend

- ★ Expressway Interchange
- Grade-Separated Interchange
- Roadway Type**
 - Arterial
 - Highway
 - Turnpike
- Roadway Status**
 - New/Changed Roadway
 - No Roadway Changes
- Roadway Through Lanes**
 - 2 Lanes
 - 4 Lanes
 - 6 Lanes
 - 8 Lanes



INCOG

GO Plan 2050

Legend

GO Plan Recommendations

- Bike Lane/Buffered Bike Lane
- Bike Corridor
- Cycle Track
- Priority Shared Lane/Sharrow
- Signed Route
- Sidepath/Trail

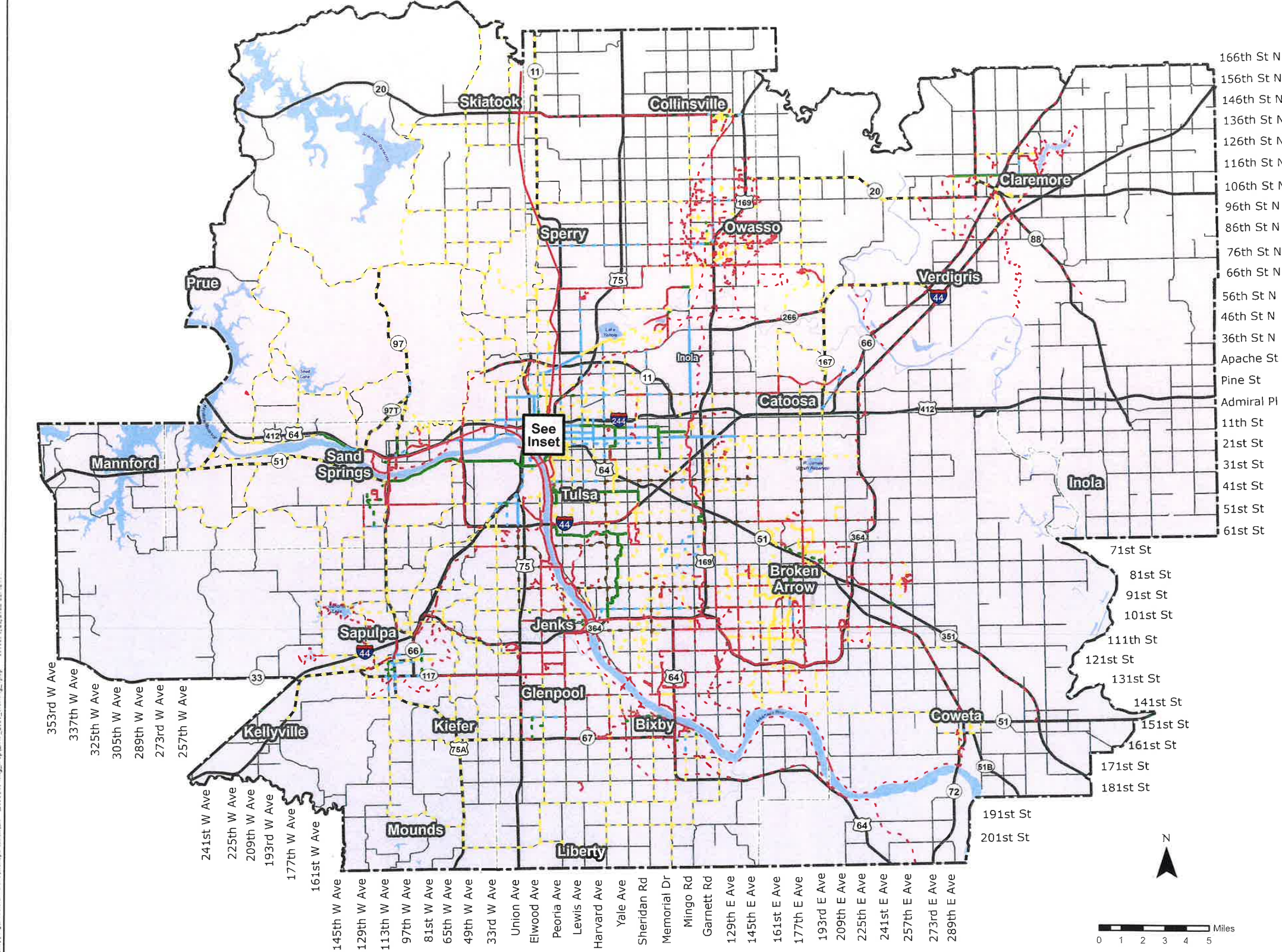
Existing Facility

- Bike Lane/Buffered Bike Lane
- Sharrow
- Signed Route
- Paved Trail

Downtown Tulsa Inset



Location Map





New Orders Weekly

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(918) 299-7220

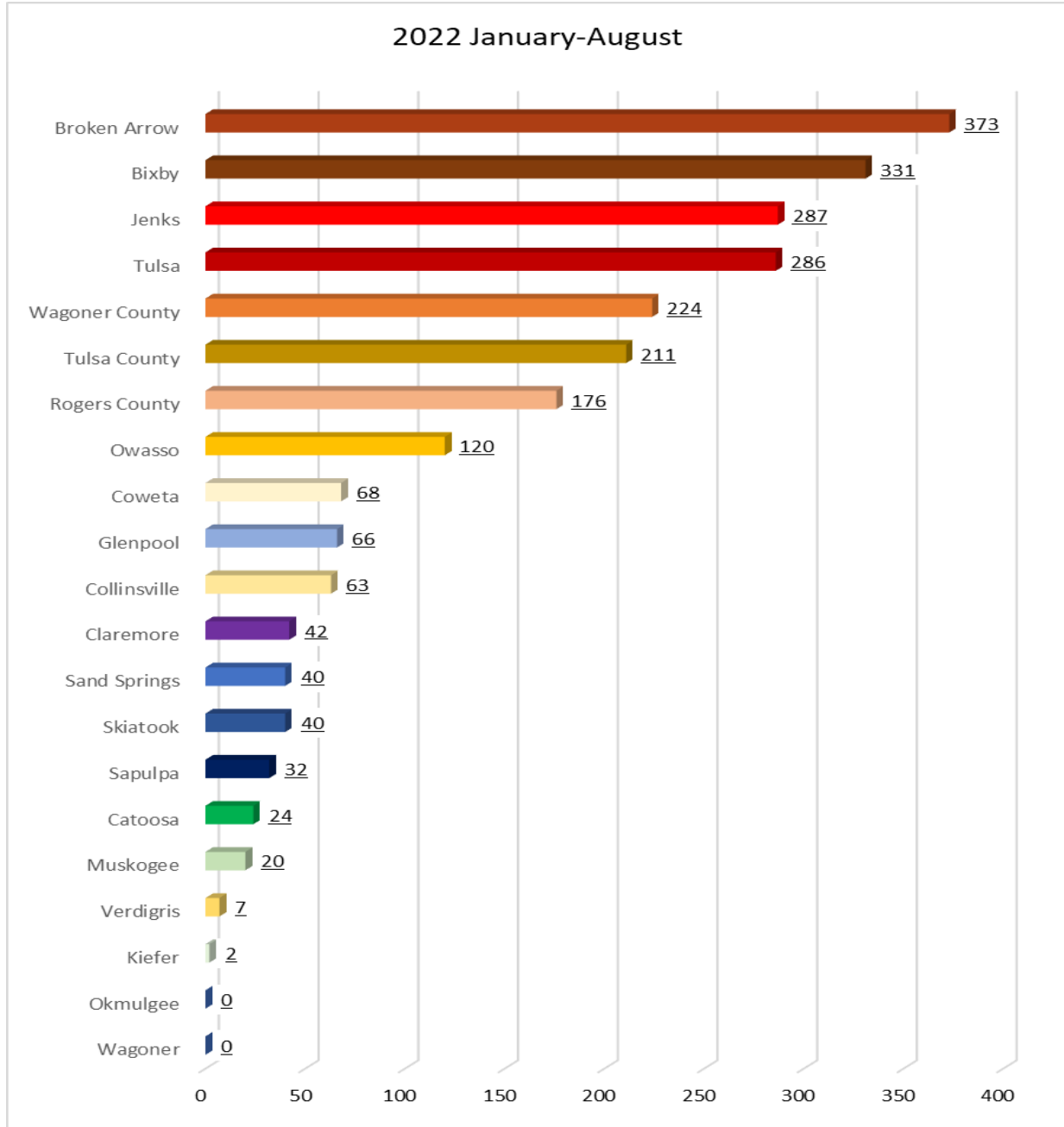
2022 METRO HOME STARTS BY JURISDICTION													
MONTH	JAN	FEB	MAR	APR	MAY	JUN	JUL	8/7-9/3/22	SEP	OCT	NOV	DEC	1/1-9/3/22
BIXBY	43	48	55	42	68	42	21	12					331
BROKEN AROW	56	36	75	47	65	43	27	24					373
CATOOSA	4	4	4	5	2	0	1	4					24
CLAREMORE	11	6	5	15	0	4	0	1					42
COLLINSVILLE	23	12	8	4	8	8	0	0					63
COWETA	0	6	6	6	26	9	2	13					68
GLENPOOL	3	14	5	23	0	9	12	0					66
JENKS	177	33	20	14	17	11	4	11					287
KIEFER	0	0	0	2	0	0	0	0					2
MUSKOGEE	0	8	5	1	1	3	2	0					20
OKMULGEE	0	0	0	0	0	0	0	0					0
OWASSO	36	11	8	25	24	7	8	1					120
ROGERS CO	21	15	44	19	17	18	19	23					176
SAND SPRINGS	7	5	10	11	5	0	2	0					40
SAPULPA	2	4	6	7	1	4	5	3					32
SKIATOOK	16	6	7	2	1	3	1	4					40
TULSA	78	46	41	22	20	27	26	26					286
TULSA CO	36	24	36	17	41	14	30	13					211
VERDIGRIS	0	1	1	3	0	0	1	1					7
WAGONER	0	0	0	0	0	0	0	0					0
WAGONER CO	18	21	35	31	17	41	43	18					224
TOTALS	531	300	371	296	313	243	204	154					2411
TULSA METRO PLANNING DATA													
METRO HOME STARTS		2020				2021				2022			
AUGUST		305 (4 Wks)				332 (5 Wks)				154 (4 Wks)			
YEAR TO DATE		2431				2791				2411			
2022 (LAST 3 MONTHS)		6/5-7/9/22 (5 Wks)				7/10-8/6/22 (4 Wks)				8/7-9/3/22 (4 Wks)			
3 MONTH TOTALS		243				204				154			
PER WEEK TOTALS		48.60 Per Wk				51.00 Per Wk				38.50 Per Wk			

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New Orders Weekly

1/1/22 to 9/3/22 Metro Home Starts by Jurisdiction

P O Box 54609
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(918) 299-7220



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To: Honorable Mayor and Glenpool City Council

From: Gerald S. Gilbert, Development Services Director

Date: October 3, 2022

RE: Development Services Monthly Report for September 2022

Listed below are current development related activities within the City of Glenpool through the month of September 2022. These activities listed include Projects Under Construction, Planning Applications Under Review, Approved Projects Not Under Construction, Building Permits and Inspections, and Code Enforcement Activity. The most recent activities are highlighted in **red**.

Commercial/Industrial Projects Under Construction:

1. **Cotton Creek** – Mini Storage project (Second Phase) located at 2155 W 181st St S.
2. **Elwood Creek Addition** - Commercial/Office project located at the northeast corner of 151st and S Elwood Ave.
3. **Floyd's RV Dealership** - Commercial RV Sales, Service and Storage project located on the southeast corner of US Highway 75 and West 171st Street South.
4. **Wade's RV Service Center** - Commercial RV Sales, Service and Storage project located at 16059 S Us Hwy 75.
5. **Frankoma Pottery** – Commercial Pottery Sales and Manufacturing located at 17117 S. Union Ave. (Temporary Occupancy Issued. Final Occupancy will be issued once all landscaping is installed)
6. **Mammoth Luxury Garage Condos** – Commercial storage with office space project located at 16571 S. Broadway St.
7. **Old School Bagel** – A 1,555 sf bagel restaurant located at 12165 Waco Avenue, adjacent to Sonic, within the Southwest Crossroads Shopping Center.

Commercial/Industrial Projects Under Construction (Continued):

8. **Arvest Bank** – A 5,000 sf bank on a 1.51-acres site located on South Casper Street and E. 151st Street.
9. **King of Kings** – A 6,627sf church located at 15251 South Broadway Street. (Completion anticipated by April 2022)
10. **Arrowhead Mini Storage** – A Site Plan application for Phase II of the Arrowhead Mini Storage located at 14801 S. Elwood Ave.

Residential Projects Under Construction:

	Subdivision Name	Lots Approved	Under Construction	Completed	Lots Available
1	Elm Pointe II	47	0	47	0
2	The Pines	31	14	17	0
3	Glen Hills I	84	1	81	2
4	Glen Hills II	78	39	1	38
5	Scissortail	88	14	9	65
6	Redbud Glen	74	16	0	58
7	Twin Ponds	25	1	0	24
Totals		427	85	155	187

Planning Applications Under Review:

A. Annexation(s): **No New Applications**

B. Subdivision Plat(s): **No New Applications**

C. Lot Split Application(s): **No New Applications**

D. Planned Unit Development (PUDs):

1. **Redbud Glen Major PUD Amendment** – Amendment to PUD 30C (Redbud Glen) to add approximately 31-acres to the approved PUD 30C boundaries for a total of 51.03-acres. The site is located generally on the northwest corner of S. Elwood Avenue and 151st Street.

Planning Applications Under Review (Continued):

E. Site Plan Applications:

1. **17 Quincy, LLC Warehouse #2** - A Site Plan application for a proposed 16,000 sf warehouse office building on a 1.56-acre site in MonTapp Addition.
2. **Miller Tippens** – A Site Plan application for a 5,000sf addition to an existing building located at 437 E 141st St. S.
3. **Tropical Smoothie** – A Site Plan application for a 1,682sf fastfood restaurant located at 12134 S. Waco Avenue.

F. Specific Use Permits: No New Applications

G. Variance(s): No New Applications

Approved Projects Not Under Construction

1. **Glenpool Retail** – A proposed 6,095sf retail center located at 84 West 146th Street South.
2. **McGraw Winfield Realtors** – A proposed 4,434sf office building located at 12189 South Yukon Avenue.
3. **By-Weld Industries** - A proposed metal fabrication business located on a 6.81-acre lot within the S75 Business Park Phase III. The project consists of a 16,585sf building and related site improvements.
4. **Carson Trails** – A 394-lot residential subdivision located north and east of the northeast corner of West 181st Street and South Union Avenue directly adjacent to Eden South neighborhood.
5. **Grandview Heights Apartments North Expansion** – A 120-unit apartment project on 6.8-acre site located at 12150 South Yukon Avenue. This is an expansion of the existing Grandview Heights Apartment project.
6. **Ashton/Gray Retail Center** - A Site Plan application for 10,797sf retail building on a 1.93-acre site located adjacent to Dollar Tree within Southwest Crossroads.
7. **Miller Tippens** – A reduction in the rear-yard setback and a Final Plat was approved for a 5,000 sf addition to an existing building located at 437 E 141st St. S.

Current Residential and Commercial Building Permit Statistics

New Residential Permits Issued September 2022	0
New Commercial Permits Issued September 2022	0
Current Active Residential Permits	69
Current Active Commercial Permits	11
Residential Permits thru September 2021	70
Residential Permits thru September 2022	67
Commercial Permits thru September 2021	12
Commercial Permits thru September 2022	6
Assessment Letters Issued in September 2022	2
Total Assessment Letters Issued in 2022	11

Code Enforcement Activity for 2022

ACTIVITY DESCRIPTION:	Yearly Totals			
Complaints received and investigated	851			
Open public nuisance cases through March	32			
CODE ENFORCEMENT CASES	June	July	Aug	Sept
	122	76	115	101
High grass:	24	6	11	37
Fire damaged structures:	-0-	-0-	-0-	-0-
Illegally parked vehicles:	8	4	19	5
Nuisance abatements (contractor):	-0-	-0-	-0-	-0-
Notices issued for residents with no water service:	-0-	-0-	-0-	-0-
Tulsa County Health Department citations:	-0-	-0-	-0-	-0-
Illegally placed signs:	62	48	40	16
Damage to public facilities citations:	-0-	-0-	-0-	-0-
Excessive trash & debris notices:	19	7	29	-0-
Dilapidated structures/property notices:	1	1	-0-	-0-
Trash can/receptacle placement notices:	-0-	-0-	-0-	-0-
Building demolition & removal:	-0-	-0-	-0-	-0-
Inoperable/abandoned vehicles:	2	4	7	4
Visual impairments caused by trees, shrubs, vehicles, basketball goals, etc. interfering with traffic flow:	12	1	4	5
Stagnant water causing mosquito issues:	-0-	1	1	-0-
Pest issue:	1	2	2	-0-
Dilapidated fencing:	3	1	2	2
Noxious odor:	1	1	-0-	-0-

////

To: Mayor and Council

From: Jesse Hale, Public Works Director

Subject: September 2022 Street and Parks Monthly Report

The following details of all work completed as well as in-progress projects as of Sept 28th, 2022

- Pick up trash and empty trash cans daily at all city parks
- Mowing and weed eating
- Cleared weeds along creek at Black Gold Park and Morris Park
- Trimmed trees on 141st across from Solid Rock Church and Black Gold Park
- Clear homeless encampment at 121st and Hwy 75, with Sarah (code enforcement)
- Fixed Speed Limit Sign at 144th & Broadway
- Fixed Drain at 142nd and Barber St
- Cut up and removed fallen tree at Speedy's Lift Station
- Pot Holes filled
 - o 141st between US-75 and Barber St
 - o 145th & Broadway
 - o 138th & Elm
 - o Black Gold East drive way
- Repaired Asphalt at 136th and US-75
- Serviced mowers, trimmers, and chainsaws
- Ongoing cleaning of storm drains
- Assisted in unloading new refrigerator unit at Conference Center



MINUTES
City Council Regular Meeting
Monday, September 19, 2022 Council Chambers 6:00 PM

COUNCIL PRESENT: Joyce Calvert
Tim Fox
Chris Brobst
Jacqueline Triplett-Lund

COUNCIL ABSENT: Brandon Kearns

STAFF PRESENT: David Tillotson
Susan White
Wendy Knight
Gerald Gilbert
David Agbetunsin

- A) Call to Order - Joyce G. Calvert, Mayor**
Mayor Calvert called the meeting to order at 6:00 p.m.
- B) Roll Call, Declaration of Quorum – Wendy Knight, City Clerk; Joyce G. Calvert, Mayor**
Wendy Knight called the roll, Mayor Calvert declared a quorum present.
Brian Kuester, City Attorney, was also in attendance.
- C) Invocation – Sean Farver, Kirk Crossing**
- D) Pledge of Allegiance – Joyce G. Calvert, Mayor**
- E) Departmental Reports**
[CM Report.09192022](#)
- F) Mayor Report – Joyce G. Calvert, Mayor**
- Mayor Calvert and Mr. Tillotson attended the Oklahoma Municipal League Conference last week. They attended break-out sessions, classes, and networked with other City Managers and Mayors.
- G) Council Comments**

There were no Council comments.

H) Public Comments

There were no public comments.

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

- 1) Minutes from September 6, 2022 meeting.
[City Council Regular Meeting - 06 Sep 2022 - Minutes - Html](#)
- 2) Amended Agreement No. 1 with DIRECTV LLC for a term ending December 31, 2027.

Moved by Jacqueline Triplett-Lund, seconded by Joyce Calvert

Mayor Calvert removed original item number 2, Resolution No. 2022007, from the Consent Agenda.

To approve the remaining items on the Consent Agenda.

	For	Against	Abstained	Absent
Joyce Calvert	x			
Brandon Kearns				x
Tim Fox	x			
Chris Brobst	x			
Jacqueline Triplett-Lund	x			
	4	0	0	1

CARRIED.

[Staff Report - Direct TV Agreement](#)

J) Consideration and appropriate action relating to items removed from the Consent Agenda

- 1) Resolution No. 2022007, a Resolution declaring the eligibility of the City of Glenpool to submit an application to the Oklahoma Department of Transportation for use of Transportation Alternatives Program funds, with a City match amount of \$90,532.00.

Mr. Agbetunsin presented and recommended Council approval of Resolution No. 2022007, a Resolution declaring the eligibility of the City

of Glenpool to submit an application to the Oklahoma Department of Transportation for use of Transportation Alternatives Program funds, with a City match amount of \$90,532.00.

Moved by Chris Brobst, seconded by Tim Fox

To approve Resolution No. 2022007, a Resolution declaring the eligibility of the City of Glenpool to submit an application to the Oklahoma Department of Transportation for use of Transportation Alternatives Program funds, with a City match amount of \$90,532.00.

	For	Against	Abstained	Absent
Joyce Calvert	x			
Brandon Kearns				x
Tim Fox	x			
Chris Brobst	x			
Jacqueline Triplett-Lund	x			
	4	0	0	1

CARRIED.

K) Scheduled Business

- 1) **ORDINANCE NO. 810:** An Ordinance changing the Glenpool City Council ward boundaries after receipt of 2020 Federal Decennial Census data; amending Title 1, Chapter 6, Section 1-6-3 of the 2013 Glenpool City Code governing ward boundaries; providing a partial invalidity savings clause; repealing conflicting ordinances; and containing other provisions related thereto.
(David Tillotson, City Manager)

A. Public Hearing on the proposed Ordinance No. 810

B. Discussion and possible action to approve, deny or amend proposed
Ordinance No. 810.

ORDINANCE NO. 810: An Ordinance changing the Glenpool City Council ward boundaries after receipt of 2020 Federal Decennial Census data; amending Title 1, Chapter 6, Section 1-6-3 of the 2013 Glenpool City Code governing ward boundaries; providing a partial invalidity savings clause; repealing conflicting ordinances; and containing other provisions related thereto.

A. Public Hearing on the proposed Ordinance No. 810

- Mayor Calvert opened the Public Hearing at **6:08 p.m.**
- Mr. Tillotson presented ORDINANCE NO. 810: An Ordinance changing the Glenpool City Council ward boundaries after receipt of 2020 Federal Decennial Census data; amending Title 1, Chapter 6, Section 1-6-3 of the 2013 Glenpool City Code governing ward boundaries; providing a partial invalidity savings clause; repealing conflicting ordinances; and containing other provisions related thereto.
- There were no public comments.
- Mayor Calvert closed the Public Hearing at **6:09 p.m.**

B. Mr. Tillotson recommended Council approval of Ordinance No. 810.

Moved by Jacqueline Triplett-Lund, seconded by Joyce Calvert

To approve Ordinance No. 810.

	For	Against	Abstained	Absent
Joyce Calvert	x			
Brandon Kearns				x
Tim Fox	x			
Chris Brobst	x			
Jacqueline Triplett-Lund	x			
	4	0	0	1

CARRIED.

[Staff Report - Council Ward Boundary Redistricting. Ord 810 Ordinance No. 810 with Council district boundaries Plan 1](#)

- 2) **BMT FINAL PLAT:** A Final Plat application for a 0.91-acre site located at 437 E. 141st Street. Applicant: Miller Tippens Construction Co. LLC
Applicant Representative: Zach Burrow, Miller Tippens Construction Co. LLC
(Gerald Gilbert, Development Services Director)

A. Public Hearing on the proposed Final Plat.

B. Discussion and possible action to approve, deny or amend the Final Plat.

BMT FINAL PLAT: A Final Plat application for a 0.91-acre site located at 437 E. 141st Street. Applicant: Miller Tippens Construction Co. LLC
Applicant Representative: Zach Burrow, Miller Tippens Construction Co.

LLC

A. Mayor Calvert opened the Public Hearing at 6:10 p.m.

- Mr. Gilbert presented BMT FINAL PLAT: A Final Plat application for a 0.91-acre site located at 437 E. 141st Street. Applicant: Miller Tippens Construction Co. LLC.
- There were no public comments.
- Mayor Calvert closed the Public Hearing at 6:19 p.m.

B. Mr. Gilbert recommended Council approval of the Final Plat.

Moved by Chris Brobst, seconded by Jacqueline Triplett-Lund

To approve BMT Final Plat.

	For	Against	Abstained	Absent
Joyce Calvert	x			
Brandon Kearns				x
Tim Fox	x			
Chris Brobst	x			
Jacqueline Triplett-Lund	x			
	4	0	0	1

CARRIED.

[CC STAFF REPORT - BMT FINAL PLAT - SEPT 19 2022](#)

[CC STAFF REPORT ATTACHMENTS - BMT FINAL PLAT - SEPT 19 2022](#)

- 3) Discussion and possible action to enter into Executive Session for the purpose of engaging in confidential communications between the City Council and its attorney concerning the appeal in Jenks Outdoor Advertising v. City of Glenpool Board of Adjustment, Oklahoma Supreme Court Case No. 120070, the Council having been advised by its attorney that disclosure will seriously impair the ability of the City to conduct the litigation in the public interests, pursuant to Title 25, Section 307.B.4 of the Oklahoma Statutes.
(David Tillotson, City Manager), (Brian Kuester, City Attorney)

Moved by Chris Brobst, seconded by Joyce Calvert

To enter into Executive Session at 6:29 p.m.

	For	Against	Abstained	Absent
--	-----	---------	-----------	--------

Joyce Calvert	x			
Brandon Kearns				x
Tim Fox	x			
Chris Brobst	x			
Jacqueline Triplett-Lund	x			
	4	0	0	1

CARRIED.

- 4) Discussion and possible action to reconvene in Regular Session.
(Joyce G. Calvert, Mayor)

Moved by Jacqueline Triplett-Lund, seconded by Chris Brobst

To reconvene in Regular Session at 6:39 p.m.

	For	Against	Abstained	Absent
Joyce Calvert	x			
Brandon Kearns				x
Tim Fox	x			
Chris Brobst	x			
Jacqueline Triplett-Lund	x			
	4	0	0	1

CARRIED.

- 5) Discussion and possible action to approve or deny authorizing the City Attorney to proceed in the pending appeal in Jenks Outdoor Advertising v. City of Glenpool Board of Adjustment, Oklahoma Supreme Court Case No. 120070, in a manner consistent with the discussion in executive session.
(David Tillotson, City Manager)

Moved by Chris Brobst, seconded by Jacqueline Triplett-Lund

To approve authorizing the City Attorney to proceed in the pending appeal in Jenks Outdoor Advertising v. City of Glenpool Board of Adjustment, Oklahoma Supreme Court Case No. 120070, in a manner consistent with the discussion in executive session.

	For	Against	Abstained	Absent
Joyce Calvert	x			
Brandon Kearns				x

City Council Regular Meeting
September 19, 2022

Tim Fox	x			
Chris Brobst	x			
Jacqueline Triplett-Lund	x			
	4	0	0	1

CARRIED.

L) Adjournment

Mayor Calvert declared the meeting adjourned at 6:40 p.m.



To: Mayor and Council

From: David Tillotson, City Manager

Date: September 29, 2022

Re: 2022 BlackGold Days Chamber User Agreement

Background:

The BlackGold Days Park User Agreement with the Chamber of Commerce is submitted for your review. The User Agreement also includes the Chamber's application and permit for Alcoholic Beverage Service within BlackGold Park during the BlackGold Days event. Together these two documents approve the use of the park for BlackGold Days, lays out the times and regulations for operation; approves the sale and consumption of wine slushies and beer solely within the "designated area that includes the entertainment tent, fenced cornhole area otherwise known as the horseshoe pit, and portions of the central parking lot of BlackGold Park." All drinking must be contained within this area, which will be delineated by orange fencing along with signage specifying purchasers must be over 21 years of age. Individuals are prohibited from taking drinks from this designated area.

The contract contains insurance certificates covering the City as an additional insured as well as sales tax permits, state alcohol permits and serving licenses and various other documents required by the contract or supplied by the Chamber.

Staff Recommendation:

Staff recommends approval of the BlackGold Days Park and Recreation Facility User Agreement (Including Alcoholic Beverage Service) and the Application and Permit for Alcoholic Beverage Service with the Glenpool Chamber of Commerce.

Attachments:

- Park and Recreation Facility User Agreement (Including Alcoholic Beverage Service)

12205 S. Yukon, Glenpool, OK 74033 OFFICE: 918-322-5409 FAX: 918-209-4641

Mayor Joyce Calvert, Ward 3; Vice-Mayor Brandon Kearns, At-Large;

Tim Fox, Ward 1; Chris Brobst, Ward 2; Jacqueline Lund, Ward 4

City Manager David Tillotson, Assistant City Manager Susan White, City Clerk Wendy Knight

www.glenpoolonline.com

CITY OF GLENPOOL
PARK AND RECREATION FACILITY USER AGREEMENT
(INCLUDING ALCOHOLIC BEVERAGE SERVICE)

This Park and Recreation Facility User Agreement ("**Agreement**") is between the City of Glenpool, Oklahoma, a municipal corporation, 12205 S. Yukon Avenue, Glenpool, Oklahoma 74033 ("**City**") and the Glenpool Chamber of Commerce, a qualified 501(c)(6) non-profit organization (Business League) with its mission to promote business and the general welfare in the City of Glenpool ("**User**").

Section 1. Grant of User License. By this Agreement, the City grants an exclusive license to User to use the entirety of that portion of land and improvements located in the City commonly known as BlackGold Park (the "**Premises**"), including all structures, fixtures, playing surfaces, all stands or bleachers, splash pad, pavilion, playscapes, skateboard arena, storage building, restrooms and any related improvements ("**Facilities**"), **except for** the concession stand, use of which is reserved through a separate agreement with a third party, for the following dates and times:

Dates: October 19-23, 2022

Times: 12:00 a.m. – 11:50 p.m. throughout

This license will be exclusively and solely for the designated purpose of sponsoring and/or operating an event known as BlackGold Days (the "**Event**"). The Event includes but is not limited to the operation of location(s) designated for the sale, service and consumption of Alcoholic Beverages as defined in and governed by Section 7 below.

Section 2. Capacity; Crowd Control. User's best estimate of the number of "**Persons**" (including but not limited to attendees, guests, vendors, and employees) at the Event on the designated dates and peak hours as follows:

Dates	Peak Hours	Anticipated Crowd Size
Oct. 19	10 a.m. – 3 p.m.	12 – 20 persons for set-up only
Oct. 20	5 p.m. – 10 p.m.	2,000
Oct. 21	5 p.m. – 11 p.m.	5,000
Oct. 22	8 a.m. – 11p.m.	7,000
Oct. 23	1 p.m. – 6 p.m.	1,500

User is responsible for taking reasonable measures to minimize potential traffic flow problems at the Premises during the Event. The Premises have a curfew of 11 p.m. Curfew may be extended only by consent of the City Manager or his designee and for adult use only to accommodate User's requirements. No minors (persons under the age of 18 years) will be allowed on the Premises after 11 p.m. under any circumstance, whether or not accompanied by an adult. No persons under the age of 21 years will at any time be allowed in space(s) designated for the sale, service, or consumption of Alcoholic Beverages.

Section 3. Inclement Weather/Public Safety Cancellations. City staff, in consultation with the User, reserves the right to close the Premises and cancel any or all activities related to the Event when City staff determines that, due to inclement weather or other adverse conditions, public safety or preservation of the Premises is threatened. Any determination as to whether the Event or any part of the Event should be cancelled due to adverse conditions will be communicated at the earliest feasible opportunity. In all cases, such determination will be made, or not, in the sole discretion of one or more authorized City personnel. This section shall not limit the right or authority of the User to make an independent decision to cancel all or any part of the Event based on a reasonable belief that cancellation is warranted by any unforeseen event and that User might risk liability for its failure to do so.

Section 4. Event Open to Public. Except as otherwise provided with respect to the service, sale or consumption of Alcoholic Beverages, the public will be invited to attend and participate in the Event. User shall assume all liability for claims or damages to persons or property resulting from the Event and shall comply with the insurance requirements set out in Section 18. User also agrees to ensure that no one under the age of 21 years is permitted in designated areas where Alcoholic Beverages may be served, sold, or consumed.

Section 5. Waiver of User Fee. The Park and Recreation Facility User Fee normally required for reserving exclusive use of any City park or other facility is waived for this Event.

Section 6. Operation of Concession Facility. User anticipates that the Event will include a variety of concession stands and therefore will not operate the on-site concession facility owned by the City during the Event. Whether the concession facility will be operated by a third-party vendor in a contractual relationship with the City is a decision left to the sole discretion of City personnel.

Section 7. Alcoholic Beverages During Event. User expects that "**Beer**" as defined in Section 1-103(5) and "wine" as defined in Section 1-103(67) of the Oklahoma Alcoholic Beverage Control Act at Title 37A of the Oklahoma Statutes, and no other alcoholic beverages as defined in subsection (3) thereof, ("**Alcoholic Beverages**") will be available for purchase/dispensation/consumption during the Event at only the following designated locations and only during the stated hours:

Dates	Hours of Sales/Service	Designated Locations
Oct. 20	5 – 10 p.m.	Entertainment Tent Area
Oct. 21	4 – 10 p.m.	Entertainment Tent Area
Oct. 22	12 – 10 p.m.	Entertainment Tent Area

User is responsible to comply, and ensure that its guests comply, with all applicable federal, state, and local laws and regulations pertaining to the possession, distribution, and consumption of Alcoholic Beverages in the State of Oklahoma. If Alcoholic Beverages are to be sold or given away to guests at the Event, such Alcoholic Beverages shall only be sold or given away by an organization or individual licensed by the State of Oklahoma to do so. User and its vendor(s) shall comply with all applicable rules and regulations promulgated in accordance with the Oklahoma Alcoholic Beverage Control Act as amended and codified at Title 37A of the Oklahoma Statutes.

Prior to the Event, User shall provide to the City a copy of the Alcoholic Beverage license(s) and liability insurance certificate(s) for all persons or organizations that will be selling or giving away of Alcoholic Beverages. Additionally, User [or third-party vendor(s)] shall provide sufficient security for the Event, at User's [or such third-party vendor(s)'s] sole cost, to ensure the safety and well-being of guests at the Event as well as the safety and security of the Premises and Facilities. User accepts full liability and responsibility for all damages to property and/or injuries to persons during the Term of the Event that are in

any way related to use of the Premises by persons consuming Alcoholic Beverages.

Although Alcoholic Beverages purchased/served/consumed at the designated locations may be consumed elsewhere on the Premises, Alcoholic Beverages will not be permitted to leave the Premises under any circumstance. User or third-party vendor(s) may bring in and remove products and equipment as necessary for the service of Alcoholic Beverages on the Premises during or at the conclusion of the Term of this Agreement, as defined in Sections 1 and 8.

**** NOTE: User must submit at Exhibit A: (1) Approved Application for permit to serve Alcoholic Beverages at City Park; (2) Oklahoma Tax Commission License/Permit; and their alcoholic vendor information as Exhibit B.**

Section 8. Term of Agreement. This Agreement shall commence and be effective on and during, and terminate, on the times designated in Section 1 (the "**Term**") unless sooner terminated in accordance with the terms and conditions of this Agreement. Such Term shall not be extended without express written approval by authorized City personnel.

Section 9. Restrictions on Alteration of Premises. Premises shall remain property of the City and may not be modified, altered, or destroyed without the prior written permission of City. Further, no improvements, structures or fixtures of any kind may be built or brought upon said Premises without the prior written permission of authorized City personnel and in accordance with terms and conditions to be recorded by separate agreement: provided that the parties agree that certain equipment, rides, games and other temporary improvements, structures or fixtures necessarily related to the Event's authorized purposes may be brought onto the Premises without any further agreement being necessary.

Section 10. No Warranty by City. User acknowledges that it has inspected the Premises thoroughly and has determined that the Premises are satisfactory for its intended use. City makes no representations or warranties, express or implied, as to the condition of Premises. User assumes all risk and liability of using the Premises for its stated purposes and indemnifies and holds City harmless for all damages to property or injuries to persons on the Premises during the Event.

Section 11. Cleanup. After each daily use of Premises, or more often as reasonably necessary, User [or third-party vendor(s)] shall pick up, or arrange to be picked up, all trash on and around play areas, parking lots and structures and deposit the same in trash cans or commercial dumpsters provided by City prior to concluding the Event. Failure to clean up to a reasonable degree and to the satisfaction of City will result in a ban of any responsible person from future uses and may result in a civil claim for damages or criminal prosecution, depending on severity.

Section 12. User to Provide Traffic and Parking Control. User agrees to provide staff or volunteers to control the parking lot(s) during all User activities and to prevent individuals from parking on any unauthorized areas. **User assumes all risk and liability of using the parking areas connected to the Premises for User's stated purposes and holds City harmless for all damages to property or injuries to persons on the Premises related to traffic/parking control.**

Section 13. City Retains Right of Entry and Inspection. City retains the right to enter Premises without prior notice, to inspect Premises or to conduct maintenance or repairs, or to determine whether User is complying with the terms and conditions of this Agreement, or for any other purpose incidental to the rights of City under this Agreement and applicable law.

Section 14. Reimbursement to City for Certain Maintenance and Repairs. User shall reimburse City for the cost of parts and labor for the replacement or repair of any personal property or fixtures attached to, or any other improvements on, the Premises for any cause other than normal and routine wear and tear and disaster, to the extent such maintenance is a direct result of User's or its guests' activities. User shall not be liable to City for any acts of vandalism which, upon investigation, are not attributable to the acts, omissions, negligence or misconduct of User, its guests, invitees, members, volunteers, representatives, employees, agents, officers, contractors, or subcontractors.

Section 15. City to Provide Utilities. City shall provide all utilities needed and used by User upon the Premises without cost to User or any Event participant.

Section 16. Indemnification of the City. As partial consideration for this Agreement, User agrees to indemnify and/or defend (at City's option) and hold harmless City, its employees, officials, agents, representatives and volunteers from and against: (i) any and all liabilities, damages, injuries (including death), property damage (including loss of use), claims, liens, judgments, costs, expenses, suits, actions, or proceedings and reasonable attorney's fees, and actual damages of any kind or nature, arising out of or in connection with any aspect of the acts, omissions, negligence or misconduct of User, its guests, invitees, members, volunteers, representatives, employees, agents, officers, contractors or subcontractors, including but not limited to permitted and non-permitted uses of Premises, whether during an approved, supervised activity or not; and (ii) any injury or damage that occurs on or about the Premises relating to User activities, or User's performance or failure to perform the terms and conditions of this Agreement. Indemnification, hold harmless and defense obligations shall exclude any actions that arise directly out of the negligence or willful misconduct of the City or any of its agents, in accordance with the terms, conditions and exceptions in the Governmental Tort Claims Act. Such indemnification, defense and hold harmless provision expressly includes any and all liability, damages and/or injuries (including serious illness, hospitalization or death resulting from exposure to the COVID-19 contagion or any variant thereof).

Section 17. Insurance Required. Without limiting City's right to indemnification, User, its contractors, and subcontractors shall obtain insurance in amounts no less than, or in terms no more restrictive than, such as are appropriate to the nature and scope of the proposed Event. Appropriateness will be a matter of separate verbal agreement between authorized representatives of User and City. User, and/or Event vendor(s) as applicable, will be required to maintain general liability insurance covering the Premises and proposed activities naming the City of Glenpool, or User as applicable, as additional insured and as attached hereto with **Exhibit C**. Worker's Compensation insurance coverage will be required to the extent that it is required by the Worker's Compensation laws of the State of Oklahoma. Comprehensive automobile liability insurance will be required to the extent applicable to all owned, hired, and non-owned vehicles connected in any way with the Event.

Section 18. Prompt Notice to City of Serious Bodily Injury or Dispute. User shall provide City with prompt written notice of any serious injuries (serious injuries include all injuries that require medical treatment beyond first aid), written or oral complaints received, actual or anticipated disputes with or claims by any individual, and any lawsuits by any individual relating to any activities on or about Premises connected to the Event.

Section 19. Termination. User may terminate this Agreement, without penalty, for any reason upon giving City prior written notice or by abandoning the Premises (not using the Premises during a scheduled time). City may terminate this Agreement for any reason upon giving User prior written notice of at least 24 hours or for good cause at any time. Good cause shall include, without limitation, severe damage to the Premises or violation of any park rules, regulations, or City ordinances. If this Agreement is terminated, User will pay City for any costs City has incurred up to and including the date of termination, including but not limited to the costs of repairing Premises to the condition existing prior to any damage caused by User, third-party vendor(s) and/or attendees of the Event. Termination of this Agreement shall not terminate User's liability for any losses, which have occurred on or prior to that date, regardless of whether either party has received notice of the claimed loss.

Section 20. Termination upon Substantial or Total Destruction of Premises. In the event of substantial or total destruction of Premises from any cause, and if repairs or restoration cannot be effectively accomplished on or prior to the date of the Event and the Premises have been rendered unusable for such use, either party may declare this Agreement terminated with no further obligation or liability.

Section 21. Agreement to be Construed Under Oklahoma Law. This Agreement

shall be construed under the laws of the State of Oklahoma without regard to any choice of law provisions. Exclusive original jurisdiction for any action relating to this Agreement shall be solely in the Tulsa County District Court of Oklahoma. Prior to the filing of any action in the District Court arising out of this Agreement, the User and the City shall first attempt in good faith to mediate such dispute by negotiations between the City Manager or his/her designee and User or User's representative.

Section 22. Notice. Any notice or demand required or permitted to be given by the terms of this Agreement or by law shall be in writing and may be given by depositing said notice or demand in the U.S. Mail, certified mail with return receipt requested, addressed to the other party's address, or by personal delivery. Service of said notice or demand shall be complete upon receipt of said notice or demand.

Section 23. Entirety of Agreement. This Agreement constitutes the entire agreement and understanding between the parties, and supersedes all proposals, oral or written, and all other communications between the parties with respect to the subject matter of this Agreement.

Section 24. Severability. If any provision of this Agreement shall be held invalid, such invalidity shall not affect the other provisions hereof, and to this extent, the provisions of this Agreement are intended to be and shall be deemed severable.

Section 25. Amendment of Agreement. This document may be modified only by written agreement between the parties. Any such modification shall not be effective unless and until executed by the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the dates indicated by their names below.

CITY OF GLENPOOL

GLENPOOL CHAMBER OF COMMERCE

Joyce G. Calvert, Mayor

Sydney L. Bland, Chamber Director

Date

Date

Attest:

Attest:

Wendy Knight, City Clerk

Board Secretary

Approved as to Form:

Eric Wade, City Attorney

Exhibits

A. Chamber Application for Permit for Alcoholic Beverage Service

- ABLE Commission License/Permit, as applicable
- Insurance Certificate, naming City as additional insured
- ABLE Charitable Event License (if applicable)

B. Vendors (by name and for each):

- Business Name: OTC License/Permit for Sales Tax
- All applicable ABLE Licenses (*e.g.*, Brewery/Winery/Distiller/other)
- Bartender's Licenses and Food Handler Permits, as applicable
- Required Signage

C. Insurance Certificate naming User as Additional Insured

EXHIBIT A

Glenpool Park/Facility Application and Permit for Alcoholic Beverage Service

USER'S DOCUMENTATION

In keeping with City of Glenpool policy for service of Alcoholic Beverages in any City of Glenpool park or recreational facility, and in accordance with all applicable legal requirements, please complete this form to request approval for service of Alcoholic Beverages on the Premises and during the Event by:

Names of Vendors:

The Nook Brewing Co.; owner Larry Foster

Carlson-Messer Wine Works

User acknowledges and agrees with the City of Glenpool that User is the Sponsor of the Event at which Alcohol Beverages will be served by Vendor(s) and, as such, assumes liability for compliance with all terms of said User Agreement by itself and Vendor(s).

User/Sponsor of the Event acknowledges and agrees that the service of Alcoholic Beverages during the Event shall be limited exclusively to those portions of the Premises designated and shown on **Exhibit A** to the **User Agreement**.

Information:

Name of Event: BlackGold Days Festival

Dates of Event: Oct. 20-23, 2022

Dates/Times of Alcohol Beverage Service:

Noon – 10 p.m. daily

Describe Facility in which Alcohol Beverage Service will occur and its segregation from public areas/open space:

Alcohol will only be served in the designated area that includes the entertainment tent, fenced cornhole area otherwise known as the horseshoe pit, and portions of the central parking lot of BlackGold Park. This area will be delineated by orange fencing with signage specifying purchasers must be over 21 years of age. Free-roaming drinking throughout the park is prohibited.

Type(s) of Alcoholic Beverages to be served:

☒ Beer
☒ Wine Slushes

Special Requests

Event Contact* Name: Sydney L. Bland

Phone: (918) 322-3505

*** Contact will be responsible for all obligations of the User under the Park and Recreational Facility User Agreement.**

Agreement:

I, the undersigned, have read and agree to abide by the following policies for the service of Alcoholic Beverages at BlackGold Park [name of park/facility] in the City of Glenpool and take responsibility for the following, or I am duly authorized to commit the User to take responsibility for ensuring that:

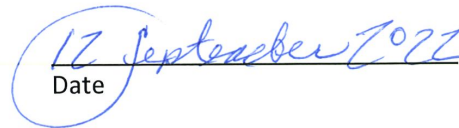
- Alcohol will be served only by licensed and insured bartender(s) provided by the owner of the brewery.
- A qualified security officer shall be provided by the Sponsor of the Event or its Vendor(s) during all times that alcohol is to be served.
- No one under the age of 21 will have access to any area where alcoholic beverages will be served and under no circumstances will any person under the age of 21 be allowed to consume Alcoholic Beverages.
- No one will be allowed to become disorderly. Any person who does become disorderly will be requested to leave the Event once safe transport has been assured. If such person resists, police may be called.
- No one will be allowed to leave the Park/Facility with an Alcoholic Beverage or be allowed to drive a vehicle in a discernably inebriated condition.
- The bartender/catering service shall provide the City with a valid copy of license and insurance before alcohol may be served.
- No Alcoholic Beverages will be consumed in the parking area(s) of the Park/Facility.
- No Alcoholic Beverages will be brought in by guests or any party other than the licensed caterer or qualified bartending service.

- No Alcoholic Beverages will be allowed anywhere on the grounds of the Park/Facility other than those covered by the Park/Facility User Agreement.

I understand and agree that any violation of the foregoing policies may result in immediate termination of the Event; demand for evacuation of the Premises without any refund of payments made; ejection from the Park/Facility of the offending individual(s); additional charges to the Event Sponsor; and/or prosecution under the law.



Signature of Authorized Representative of User



Date

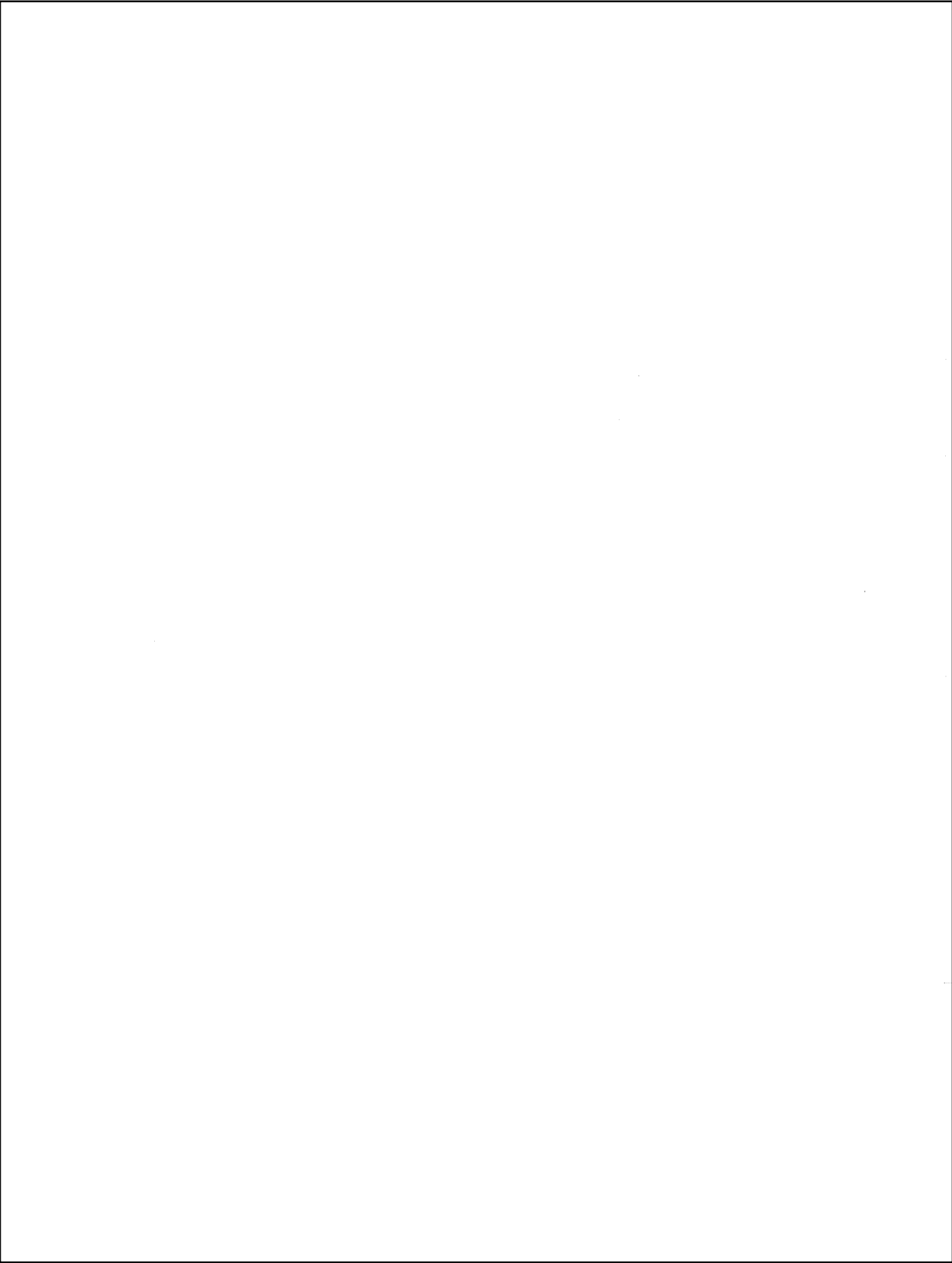
Based solely on the representations made and obligations undertaken in the City of Glenpool Park and Recreation Facility User Agreement and this Application, by the named User, and disclaiming all liability for such representations and obligations, I hereby approve a Permit for the service of Alcoholic Beverages as set forth herein.

Wendy Knight, City Clerk

Date

Additional Attachments:

1. Alcohol vendors ABLE Commission License(s)/Permit(s)
2. Alcohol vendors Ok Tax License(s)/Permit(s)
3. Alcohol vendors OK Health/Pour License(s)/Permit(s)



**CHECKLIST FOR BEER GARDEN; WINE TASTING AND BOTTLE SALES; AND EVENTS AT
BLACKGOLD DAYS – SPONSORED BY GLENPOOL CHAMBER OF COMMERCE:**

- ☒ **User Agreement** [amended to include beer sales at entertainment tent (Beer Garden)]
- ☒ **Exhibit A**, an aerial view of Black Gold Park clearly showing the areas designated for:
- ☒ Beer Garden (Entertainment Tent area)
 - ☒ Underaged Prohibition Signage
- ☐ **Exhibit B, Licensure and related requirements for Chamber**
- ☐ Approved City of Glenpool Permit Application [**Amended Version needs all signatures**]
 - ☒ Oklahoma Tax Commission License/Permit for Special Event Promoter/Organizer
 - ☒ Insurance Certificate
- ☒ **Exhibit C, Licensure and related requirements for The Nook Brewing Company (Larry Foster owner)**
- ☒ Oklahoma Tax Commission License/Permit for Sales Tax
 - ☒ ABLE Brewer's License
 - ☒ Bartender's License
- ☒ **Exhibit D, Licensure and related requirements for Tidal School Wines: Jack and Angela Carlson**
- ☒ Oklahoma Tax Commission License/Permit for Sales Tax
 - ☒ ABLE Brewer's License
 - ☒ Bartenders' Licenses and Food Handler Permits

BGD2022 Entertainment Schedule

2022

	Thursday Oct 20	Friday Oct 21	Saturday Oct 22	Sunday Oct 23
9			Little Miss & Mister BlackGold Check-In (Miss 0-6, Mr. 0-8) At Main Stage	
10			VendorBooths and Food Trucks Open	VendorBooths and Food Trucks Open
10:30			Little Miss & Mister BlackGold Pageant (Miss 0-6, Mr. 0-8) At Main Stage	
11				
NOON			Carnival & Beer Garden Open	Carnival & Beer Garden Open
1			Open Cornhole Tournament	
2:45			Community Sound Set 1 at Main Stage	
3:45			Community Sound Set 2 at Main Stage	

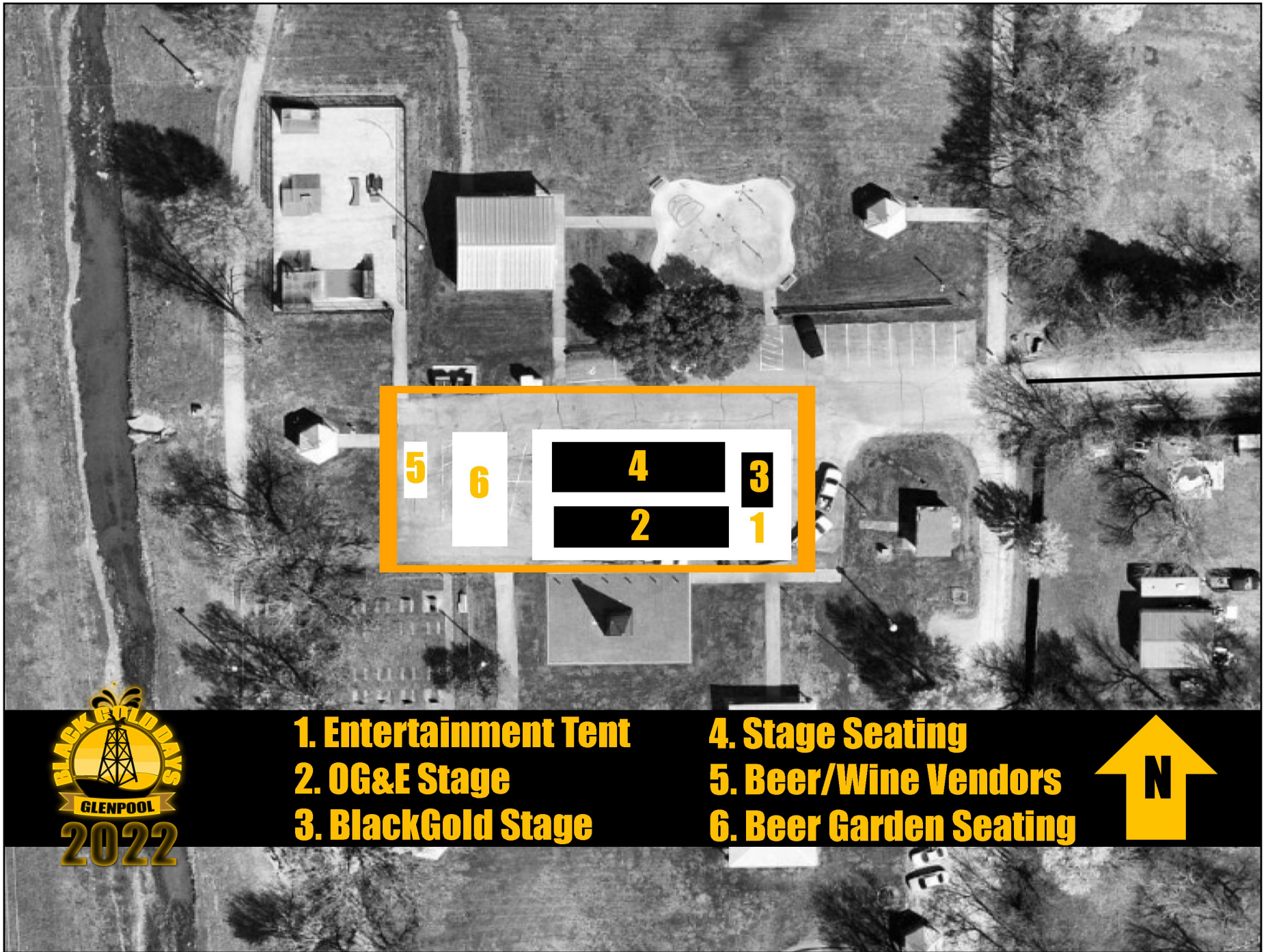
Thursday Oct 20		Friday Oct 21	Saturday Oct 22	Sunday Oct 23
4	Vendor Booths and Food Trucks Open	Carnival, Vendor Booths, Food Trucks & Beer Garden Open. Karaoke Contest Round 1 at Second Stage		
4:45			DJ Tony Tone Second Stage	
5	Carnival and Beer Garden Open.	Karaoke Contest Round 2 at Second Stage		All Attractions Close
5:30	Miss BlackGold Check-In (7-18) At Main Stage	Corporate Challenge Cornhole Tournament at Horseshoe Court DJ Kelevra Second Stage		
5:45			Josef Glaude Group at Main Stage	
6	Opening Ceremony at Main Stage (Emcee, Welcome, Invocation, Flag Ceremony and National Anthem)			
6:30	Miss BlackGold Check-In Closed (7-18) At Main Stage	CrashFunk at Main Stage		
6:45	Miss BlackGold Pageant (7-18) At Main Stage		Travis Kidd at Second Stage	
7:30		Michele Warren Trio at Second Stage		

	Thursday Oct 20	Friday Oct 21	Saturday Oct 22	Sunday Oct 23
8:00			Karaoke Contest Winner Performance at Main Stage	
8:30		Weston Horn & The Hush at Main Stage	The Brothers Moore at Main Stage	
9				
10				
11	All Attractions Closed	All Attractions Close	All Attractions Close	

November 1-7

Shopping List

	Item	Qty	Store
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1. Entertainment Tent
2. OG&E Stage
3. BlackGold Stage

4. Stage Seating
5. Beer/Wine Vendors
6. Beer Garden Seating





**No one under the age of 21
permitted in this area**

EXHIBIT B



Oklahoma ALE Commission License

ISSUED TO : **ALEX FOSTER**

1201 S ASPEN CT

BROKEN ARROW OK 74012

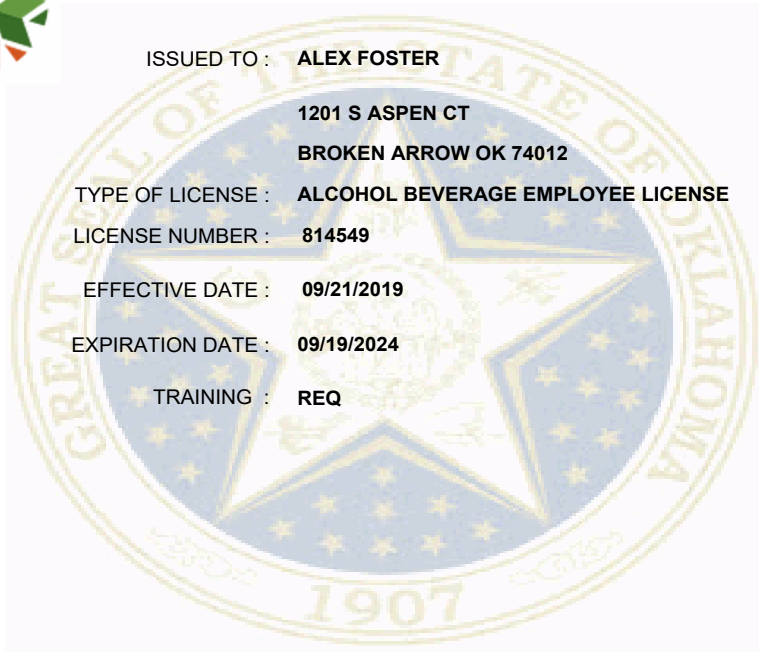
TYPE OF LICENSE : **ALCOHOL BEVERAGE EMPLOYEE LICENSE**

LICENSE NUMBER : **814549**

EFFECTIVE DATE : **09/21/2019**

EXPIRATION DATE : **09/19/2024**

TRAINING : **REQ**



MR. A. KEITH BURT

Director



Oklahoma ALE Commission License

ISSUED TO : ANGELA MCGINNIS

17460 E 450 RD

CLAREMORE OK 74017

TYPE OF LICENSE : ALCOHOL BEVERAGE EMPLOYEE LICENSE

LICENSE NUMBER : EMP-22-031890

EFFECTIVE DATE : 08/03/2022

EXPIRATION DATE : 08/02/2024

LICENSE FEE : 34

TRAINING : REQ

MR. A. KEITH BURT

Director



Oklahoma ALE Commission License

ISSUED TO : ANGELA MCGINNIS

17460 E 450 RD

CLAREMORE OK 74017

TYPE OF LICENSE : ALCOHOL BEVERAGE EMPLOYEE LICENSE

LICENSE NUMBER : EMP-22-031890

EFFECTIVE DATE : 08/03/2022

EXPIRATION DATE : 08/02/2024

LICENSE FEE : 34

TRAINING : REQ

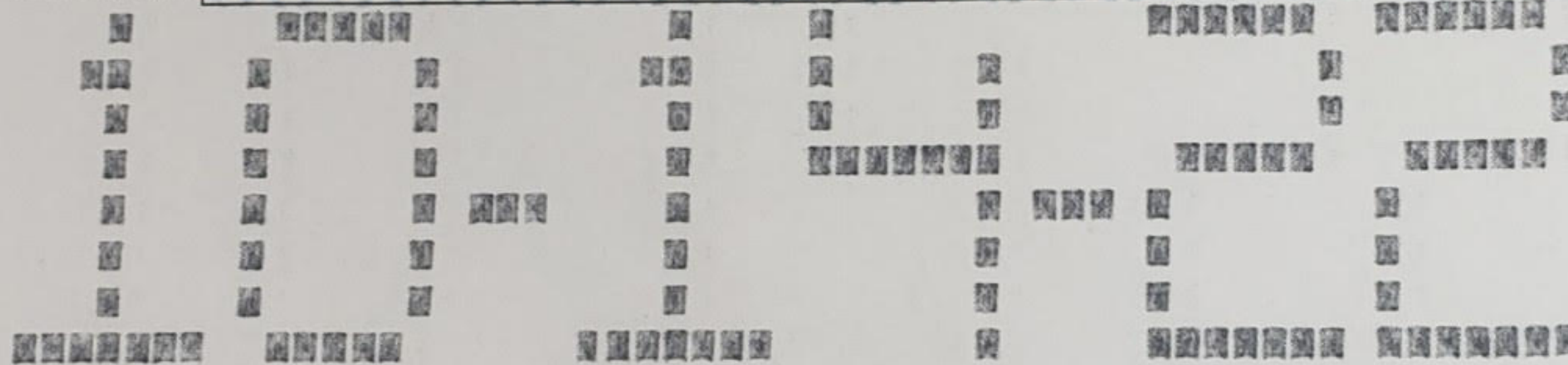
MR. A. KEITH BURT

Director

THIS LICENSE MUST BE POSTED IN A CONSPICUOUS PLACE

ALCOHOLIC BEVERAGE LAWS ENFORCEMENT COMMISSION

EXPIRES:



LICENSE NO. SFW 669617
EFFECTIVE 10/15/2021
LICENSE FEE \$75.00

STATE
OF
OKLAHOMA



ISSUED TO: CARLSON-MESSER WINE WORKS
PREMISE: 2274 WEST NEW ORLEANS STREET
BROKEN ARROW, OK 74011

MAILING: 2274 WEST NEW ORLEANS STREET
BROKEN ARROW, OK 74011

A. Keith Bunt

DIRECTOR

CARLSON-MESSER WINE WORKS INC



Oklahoma Tax Commission

www.tax.ok.gov



CARLSON-MESSER WINE WORKS INC
2274 W NEW ORLEANS ST
BROKEN ARROW OK 74011-1506

Date Issued: December 2, 2019

Letter ID: L0671250

Taxpayer ID: **-****

TSB

Licenses/Permits at this Location SALES TAX PERMIT

County TULSA COUNTY

Holders of an Oklahoma Sales Tax Permit will find notice of penalties for violation of the Oklahoma Sales Tax code at www.tax.ok.gov

If the sales tax permit at this location becomes invalid then all associated permits will become invalid. If the business changes location or ownership or is discontinued for any reason, this permit must be returned to the Oklahoma Tax Commission for cancellation WITH AN EXPLANATION ON THE REVERSE SIDE.

Sales Account ID

STS-10247885-04

Site Permit Number

733085696

Business Location	Industry Code	City Code	Site Effective	Expires
CARLSON-MESSER WINE WORKS 2274 W NEW ORLEANS ST BROKEN ARROW OK 74011-1506	424820	7204	January 21, 2014	January 17, 2023

Charles T. Prater, Chairman
Clark Jolley, Vice-Chairman
Steve Burrage, Secretary Member

Non-Transferable





Oklahoma ALE Commission License

ISSUED TO : LARRY FOSTER

909 S 12TH SY

BROKEN ARROW OK 74012

TYPE OF LICENSE : ALCOHOL BEVERAGE EMPLOYEE LICENSE

LICENSE NUMBER : EMP-22-021977

EFFECTIVE DATE : 06/20/2022

EXPIRATION DATE : 06/19/2024

LICENSE FEE : 34

TRAINING : REQ

MR. A. KEITH BURT

Director



Oklahoma ALE Commission License

ISSUED TO : LARRY FOSTER

909 S 12TH SY

BROKEN ARROW OK 74012

TYPE OF LICENSE : ALCOHOL BEVERAGE EMPLOYEE LICENSE

LICENSE NUMBER : EMP-22-021977

EFFECTIVE DATE : 06/20/2022

EXPIRATION DATE : 06/19/2024

LICENSE FEE : 34

TRAINING : REQ

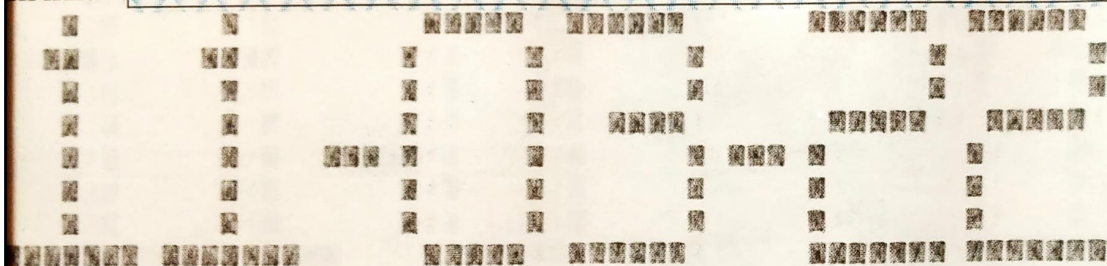
MR. A. KEITH BURT

Director

THIS LICENSE MUST BE POSTED IN A CONSPICUOUS PLACE

ALCOHOLIC BEVERAGE LAWS ENFORCEMENT COMMISSION

EXPIRES:



LICENSE NO. OKB 931267
EFFECTIVE 11/04/2021
LICENSE FEE \$125.00

STATE
OF
OKLAHOMA



A. Keith Burt

ISSUED TO: NOOK BREWING COMPANY
REMISE: 909 SOUTH 12TH STREET
BROKEN ARROW, OK 74012

MAILING: 909 SOUTH 12TH STREET
BROKEN ARROW, OK 74012

DIRECTOR

OK ENTERPRISES LLC



Oklahoma Tax Commission



www.tax.ok.gov



NOOK ENTERPRISES LLC
909 S 12TH ST
BROKEN ARROW OK 74012-5720

Date Issued: August 17, 2020

Letter ID: L1242704448

Taxpayer ID: **-***6369

TBS

Licenses/Permits at this Location SALES TAX PERMIT

County TULSA COUNTY

Holders of an Oklahoma Sales Tax Permit will find notice of penalties for violation of the Oklahoma Sales Tax code at www.tax.ok.gov

If the sales tax permit at this location becomes invalid then all associated permits will become invalid. If the business changes location or ownership or is discontinued for any reason, this permit must be returned to the Oklahoma Tax Commission for cancellation WITH AN EXPLANATION ON THE REVERSE SIDE.

Sales Account ID

STS-15495916-05

Site Permit Number

622354432

Business Location	Industry Code	City Code	Site Effective	Expires
THE NOOK BREWING COMPANY 909 S 12TH ST BROKEN ARROW OK 74012-5720	312120	7204	August 13, 2020	August 13, 2023

PLEASE POST IN CONSPICUOUS PLACE

Charles T. Prater, Chairman
Clark Jolley, Vice-Chairman
Steve Burrage, Secretary Member

Non-Transferable

This permit is a probationary permit for the first six (6) months after the permits issuance. After the probationary period has passed, this permit will be valid for an additional thirty (30) months unless you are notified of the Commissions refusal to extend the permit. You may not use the permit during the probationary period to obtain a commercial license plate for your motor vehicle.

The probationary permit will not automatically be renewed if (1) factual inaccuracies are included in the application, (2) you or any of the partners, officers or members of the entity holding the probationary permit are delinquent in the filing of tax returns and/or payment of taxes, or (3) you have purchased the business or stock of goods/assets from a business who has a tax liability.

aL008



Date Issued: August 24, 2022
Letter ID: L0896300864
Taxpayer ID: **-***1488

Licenses/Permits at this Location

Non-Transferable

Permit Number
SLP1004461436

Business Location	Industry Code	City Code	Permit Effective	Permit Expires
BLACK GOLD DAYS FESTIVAL 94 W 145TH ST GLENPOOL OK 74033	711320	7207	October 20, 2022	October 23, 2022

Shelly Paulk, Chairman
Mark Wood, Vice-Chairman
Charles Prater, Secretary Member



A Member of the Tokio Marine Group

Receipt for Payment

08/02/2022

Glenpool Chamber of Commerce
PO Box 767
Glenpool, OK 74033

Policy Number: EV96514
Policy Term: 10/19/2022 to 10/24/2022

This receipt is to verify that the below payment was received on 08/02/2022.

Description	Amount
Special Event Insurance	\$ 753.00
Taxes	\$ 0.00
Total:	\$ 753.00

Thank you for thinking of Philadelphia Insurance Companies for your Special Event needs!

Please be advised that the charge will appear on your bank or credit card statement as **CPH And Associates**
800-875-1911.

Philadelphia Consolidated Holding Corp. One Bala Plaza, Suite 100, Bala Cynwyd, PA 19004

EXHIBIT C



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/8/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Tedford Insurance - Jenks Office P O Box 1050		CONTACT NAME: Jennifer Garza, CISR Elite PHONE (A/C, No, Ext): (918)299-2345 FAX (A/C, No): (918)299-5441 E-MAIL ADDRESS: jenniferg@tedfordinsurance.com	
Jenks OK 74037		INSURER(S) AFFORDING COVERAGE	
INSURED Glenpool Chamber of Commerce P. O. Box 767		INSURER A: Philadelphia Indemnity Ins. Co	
Glenpool OK 74033		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 22-23 Event** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY	X		EV96514	10/19/2022	10/24/2022	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 0
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 3,000,000
	☒ POLICY ☐ PROJECT ☐ LOC						
	OTHER:						
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	☐ SCHEDULED AUTOS						
	☐ NON-OWNED AUTOS						
	UMBRELLA LIAB						EACH OCCURRENCE \$
	☐ OCCUR						AGGREGATE \$
	EXCESS LIAB						
	☐ CLAIMS-MADE						
	DED \$						
	RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						OTH-ER \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
General Liability policy includes Additional Insured clause, in favor of certificate holder as respects operations of the named insured, if required under valid written insured contract.

CERTIFICATE HOLDER gcopeland@cityofglenpool.com City of Glenpool 12205 S Yukon Ave PO Box 70 Glenpool, OK 74033	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE S Wiley, CISR Elite/S
---	---

ACORD 25 (2014/01)
INS025 (201401)

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One Bala Plaza, Suite 100
Bala Cynwyd, Pennsylvania 19004
610.617.7900 Fax 610.617.7940
PHLY.com

**Philadelphia Indemnity Insurance Company
COMMON POLICY DECLARATIONS**

Policy Number:
EV96514

Named Insured and Mailing Address:
Glenpool Chamber of Commerce
PO Box 767
Glenpool, OK 74033

Producer:
4584
Tedford & Associates, LLC
PO Box 1050
Jenks, OK 740371050
918-2992345

Policy Period From: 10/19/2022 **To:** 10/24/2022

at 12:01 A.M. Standard Time at your
mailing address shown above.

Business Description: Special Events

Underwriter: Reginald Weiser 609-512-3199

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

	PREMIUM
Commercial Property Coverage Part	
Commercial General Liability Coverage Part	\$750.00
Commercial Crime Coverage Part	
Commercial Inland Marine Coverage Part	
Commercial Auto Coverage Part	
Businessowners	
Workers Compensation	
	Total: \$753.00
Total Includes Federal Terrorism Risk Insurance Act Coverage	\$3.00

FORM (S) AND ENDORSEMENT (S) MADE A PART OF THIS POLICY AT THE TIME OF ISSUE
Refer To Forms Schedule

*Omits applicable Forms and Endorsements if shown in specific Coverage Part/Coverage Form Declarations

CPD- PIIC (06/14)

Secretary

Authorized Representative

Philadelphia Indemnity Insurance Company

Form Schedule - Policy

Policy Number: EV96514

Forms and Endorsements applying to this Coverage Part and made a part of this policy at time of issue:

Form	Edition	Description
BJP1901	1298	Commercial Lines Policy Jacket
PP2020	0220	Privacy Policy Notice
CPDPIIC	0614	Common Policy Declarations
Location Schedule	0100	Location Schedule
PICME1	1009	Crisis Management Enhancement Endorsement
IL0021	0908	Nuclear Energy Liability Exclusion Endorsement
IL0017	1198	Common Policy Conditions
IL0179	1002	Oklahoma Notice
IL0236	0907	Oklahoma Changes - Cancellation and Nonrenewal

Philadelphia Indemnity Insurance Company

Locations Schedule

Policy Number: EV96514

Prem. No.	Bldg. No.	Address
0001	0001	95 W 145th ST Glenpool, OK 74033

Philadelphia Indemnity Insurance Company

COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

Policy Number: EV96514

Agent # 4584

See Supplemental Schedule

LIMITS OF INSURANCE

\$	3,000,000	General Aggregate Limit (Other Than Products – Completed Operations)
\$	3,000,000	Products/Completed Operations Aggregate Limit (Any One Person Or Organization)
\$	1,000,000	Personal and Advertising Injury Limit
\$	1,000,000	Each Occurrence Limit
\$	300,000	Rented To You Limit
\$	0	Medical Expense Limit (Any One Person)

FORM OF BUSINESS: Non Profit Organization

Business Description: Special Events

Location of All Premises You Own, Rent or Occupy: **SEE SCHEDULE ATTACHED**

AUDIT PERIOD, ANNUAL, UNLESS OTHERWISE STATED: This policy is not subject to premium audit.

RENEW PERIOD, RATES, RATES OWNERSHIP CHART. This policy is not subject to premium audit.						
Classifications	Code No.	Premium Basis	Rates		Advanced Premiums	
			Prem./Ops.	Prod./Comp. Ops.	Prem./Ops	Prod./Comp. Ops.
SEE SCHEDULE ATTACHED						
TOTAL PREMIUM FOR THIS COVERAGE PART:					\$750.00	\$

RETROACTIVE DATE (CG 00 02 ONLY)

This insurance does not apply to "Bodily Injury", "Property Damage", or "Personal and Advertising Injury" which occurs before the retroactive date, if any, shown below.

Retroactive Date: _____

FORM (S) AND ENDORSEMENT (S) APPLICABLE TO THIS COVERAGE PART: Refer To Forms Schedule

Countersignature Date

Authorized Representative

Philadelphia Indemnity Insurance Company

Form Schedule – General Liability

Policy Number: EV96514

Forms and Endorsements applying to this Coverage Part and made a part of this policy at time of issue:

Form	Edition	Description
Gen Liab Dec	1004	Commercial General Liability Coverage Part Declaration
Gen Liab Schedule	0100	General Liability Schedule
CG0001	0413	Commercial General Liability Coverage Form
CG2100	0798	Exclusion - All Hazards in Connection With Designated Premises
CG2101	1185	Exclusion - Athletic or Sports Participants
CG2106	0514	Exclusion - Access or Disclosure of Confidential or Personal Information and Data-Related Liability With Limited Bodily Injury Exception
CG2109	0615	Exclusion - Unmanned Aircraft
CG2116	0413	Exclusion - Designated Professional Services
CG2132	0509	Communicable Disease Exclusion
CG2133	1185	Exclusion - Designated Products
CG2135	1001	Exclusion - Coverage C - Medical Payments
CG2147	1207	Employment-Related Practices Exclusion
CG2153	0196	Exclusion - Designated Ongoing Operations
CG2167	1204	Fungi or Bacteria Exclusion
CG2401	1204	Non-Binding Arbitration
PIACL001	0320	Absolute Cyber Liability and Electronic Exclusion
PIAS005	1113	Limitation of Coverage to a Specified Event and Event Date
PIAS006	0404	Exclusion - Pyrotechnicians/Fireworks
PIAS007	0404	Exclusion - Performer(s)
PIAS013	0404	Exclusion - Miscellaneous Activities and Devices
PIAS014	0804	Earned Premium Endorsement (Fully Earned Premium)
PIGL001	0894	Exclusion - Lead Liability
PIGL002	0894	Exclusion - Asbestos Liability
PIGL018	0516	Absolute Liquor Liability Exclusion
PISAM006	0117	Abuse or Molestation Exclusion
PISE006	1111	Exclusion - Assault or Battery

Philadelphia Indemnity Insurance Company

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
SUPPLEMENTAL SCHEDULE**

Policy Number: EV96514

Classifications	Code No.	Premium Basis	Rates		Advance Premiums	
			Prem./Ops.	Prod./Comp. Ops.	Prem./Ops.	Prod./Comp. Ops.
PREM NO. 001 OK ATTENDEES	63218	5000 ATTENDANT	\$ 0.15		\$ 750.00	
TOTAL PREMIUM					\$ 753.00	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CRISIS MANAGEMENT ENHANCEMENT ENDORSEMENT

Unless otherwise stated herein, the terms, conditions, exclusions and other limitations set forth in this endorsement are solely applicable to coverage afforded by this endorsement, and the policy is amended as follows:

Solely for the purpose of this endorsement: 1) The words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. 2) The words "we," "us" and "our" refer to the company providing this insurance.

I. SCHEDULE OF ADDITIONAL COVERAGE AND LIMITS

The following is the Limit of Liability provided by this endorsement. This endorsement is subject to the provisions of the policy to which it is attached.

Crisis Management Expense	\$25,000
---------------------------	----------

II. CONDITIONS

A. Applicability of Coverage

Coverage provided by your policy and any endorsements attached thereto is amended by this endorsement where applicable. All other terms and conditions of the policy or coverage part to which this endorsement is attached remain unchanged.

B. Limits of Liability or Limits of Insurance

When coverage is provided by this endorsement and any other coverage form or endorsement attached to this policy, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Liability or Limit of Insurance.

C. Claim Expenses

Coverages provided herein are not applicable to the generation of claim adjustment costs by you; such as fees you may incur by retaining a public adjuster or appraiser.

III. ADDITIONAL COVERAGES

- A.** We will reimburse you for "crisis management emergency response expenses" incurred because of an "incident" giving rise to a "crisis" to which this insurance applies. The amount of such reimbursement is limited as described in Section **II. CONDITIONS, B. Limits of Liability or Limits of Insurance**. No other obligation or liability to pay sums or perform acts or services is covered.
- B.** We will reimburse only those "crisis management emergency response expenses" which are incurred during the policy period as shown in the Declarations of the policy to which this coverage is attached and reported to us within six (6) months of the date the "crisis" was initiated.

IV. DEFINITIONS

- A.** "Crisis" means the public announcement that an "incident" occurred on your premises or at an event sponsored by you.
- B.** "Crisis management emergency response expenses" mean those expenses incurred for services provided by a "crisis management firm." However, "crisis management emergency response expenses" shall not include compensation, fees, benefits, overhead, charges or expenses of any insured or any of your employees, nor shall "crisis management emergency response expenses" include any expenses that are payable on your behalf or reimbursable to you under any other valid and collectible insurance.
- C.** "Crisis management firm" means any service provider you hire that is acceptable to us. Our consent will not be unreasonably withheld.
- D.** "Incident" means an accident or other event, including the accidental discharge of pollutants, resulting in death or serious bodily injury to three or more persons.
- E.** "Serious bodily injury" means any injury to a person that creates a substantial risk of death, serious permanent disfigurement, or protracted loss or impairment of the function of any bodily member or organ.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

1. The insurance does not apply:

A. Under any Liability Coverage, to "bodily injury" or "property damage":

- (1)** With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2)** Resulting from the "hazardous properties" of "nuclear material" and with respect to which **(a)** any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or **(b)** the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:

- (1)** The "nuclear material" **(a)** is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or **(b)** has been discharged or dispersed therefrom;
- (2)** The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
- (3)** The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion **(3)** applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material **(a)** containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and **(b)** resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a)** Any "nuclear reactor";
- (b)** Any equipment or device designed or used for **(1)** separating the isotopes of uranium or plutonium, **(2)** processing or utilizing "spent fuel", or **(3)** handling, processing or packaging "waste";

(c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and

- c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.

- a. Are safe or healthful; or

- b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "bodily injury" and "property damage" only if:
- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

- (2) The "bodily injury" or "property damage" occurs during the policy period; and
 - (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.
- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.
- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
 - (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
 - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.
- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

- (a) The supervision, hiring, employment, training or monitoring of others by that insured; or
- (b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph (1), (2) or (3) above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
- (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
 - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
 - (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
 - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
 - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible; or
 - (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
 - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".
 - (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 26 feet long; and
 - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of:

- (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
- (b) The operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;

- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

However, this exclusion does not apply to liability for damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

q. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or

- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Exclusions c. through n. do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III – Limits Of Insurance.

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:
- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Infringement Of Copyright, Patent, Trademark Or Trade Secret

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web sites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **14.a., b. and c.** of "personal and advertising injury" under the Definitions section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-related

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Recording And Distribution Of Material Or Information In Violation Of Law

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

COVERAGE C – MEDICAL PAYMENTS

1. Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations;
- provided that:

- (a) The accident takes place in the "coverage territory" and during the policy period;
- (b) The expenses are incurred and reported to us within one year of the date of the accident; and
- (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

- a. All expenses we incur.
- b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
- e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
- f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

2. Each of the following is also an insured:

- a.** Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

- (a)** To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

- (b)** To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

- (c)** For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(1)(a)** or **(b)** above; or

- (d)** Arising out of his or her providing or failing to provide professional health care services.

(2) "Property damage" to property:

- (a)** Owned, occupied or used by;

- (b)** Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

- b.** Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

- c.** Any person or organization having proper temporary custody of your property if you die, but only:

- (1)** With respect to liability arising out of the maintenance or use of that property; and

- (2)** Until your legal representative has been appointed.

- d.** Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

- 3.** Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a.** Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

- b.** Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

- c.** Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

- 1.** The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a.** Insureds;

- b.** Claims made or "suits" brought; or

- c.** Persons or organizations making claims or bringing "suits".

- 2.** The General Aggregate Limit is the most we will pay for the sum of:

- a.** Medical expenses under Coverage **C**;

- b.** Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

- c.** Damages under Coverage **B**.

3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph 2. above, the Personal And Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage **A**; and
 - b. Medical expenses under Coverage **C** because of all "bodily injury" and "property damage" arising out of any one "occurrence".
6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and

- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below.

b. Excess Insurance

(1) This insurance is excess over:

- (a) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
 - (iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability.
- (b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;

- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
2. "Auto" means:
 - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
4. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph **a.** above; or
 - c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in Paragraph **a.** above;
 - (2) The activities of a person whose home is in the territory described in Paragraph **a.** above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph **a.** above or in a settlement we agree to.

5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.
7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

9. "Insured contract" means:

- a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b.** A sidetrack agreement;
- c.** Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d.** An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e.** An elevator maintenance agreement;
- f.** That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

- (1)** That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2)** That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a)** Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b)** Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3)** Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(2)** above and supervisory, inspection, architectural or engineering activities.

10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

11. "Loading or unloading" means the handling of property:

- a.** After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b.** While it is in or on an aircraft, watercraft or "auto"; or
- c.** While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a.** Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b.** Vehicles maintained for use solely on or next to premises you own or rent;
- c.** Vehicles that travel on crawler treads;
- d.** Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1)** Power cranes, shovels, loaders, diggers or drills; or
 - (2)** Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e.** Vehicles not described in Paragraph **a., b., c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1)** Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2)** Cherry pickers and similar devices used to raise or lower workers;
- f.** Vehicles not described in Paragraph **a., b., c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
 - a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
 - f. The use of another's advertising idea in your "advertisement"; or
 - g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".
15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

16. "Products-completed operations hazard":

- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

- (1) Products that are still in your physical possession; or
- (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- b. Does not include "bodily injury" or "property damage" arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

17. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

18. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a.** An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b.** Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

19. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

20. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

21. "Your product":

a. Means:

- (1)** Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a)** You;
 - (b)** Others trading under your name; or
 - (c)** A person or organization whose business or assets you have acquired; and
- (2)** Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

- (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
 - (2)** The providing of or failure to provide warnings or instructions.
- c.** Does not include vending machines or other property rented to or located for the use of others but not sold.

22. "Your work":

a. Means:

- (1)** Work or operations performed by you or on your behalf; and
- (2)** Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

- (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- (2)** The providing of or failure to provide warnings or instructions.

POLICY NUMBER: EV96514

COMMERCIAL GENERAL LIABILITY
CG 21 00 07 98

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ALL HAZARDS IN CONNECTION WITH DESIGNATED PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE

Description And Location Of Premises:	All operations except those arising out of premises located at City of Glenpool -Black Gold Days, 95 W 145th ST, Glenpool, OK 74033
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(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The following exclusion is added to Paragraph 2., **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** and Paragraph 2., **Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability**:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of:

1. The ownership, maintenance or use of the premises shown in the Schedule or any property located on these premises;

2. Operations on those premises or elsewhere which are necessary or incidental to the ownership, maintenance or use of those premises; or

3. Goods or products manufactured at or distributed from those premises.

POLICY NUMBER: EV96514

COMMERCIAL GENERAL LIABILITY
CG 21 01 11 85

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ATHLETIC OR SPORTS PARTICIPANTS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Description of Operations: Any and all athletic or sports participants.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect to any operations shown in the Schedule, this insurance does not apply to "bodily injury" to any person while practicing for or participating in any sports or athletic contest or exhibition that you sponsor.

CG 21 01 11 85

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Page 1 of 1 ☐

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION – ACCESS OR DISCLOSURE OF
CONFIDENTIAL OR PERSONAL INFORMATION AND
DATA-RELATED LIABILITY – WITH
LIMITED BODILY INJURY EXCEPTION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Exclusion 2.p. of **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

2. Exclusions

This insurance does not apply to:

- p. **Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability**

Damages arising out of:

- (1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

However, unless Paragraph (1) above applies, this exclusion does not apply to damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

- B. The following is added to Paragraph 2. **Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**

2. Exclusions

This insurance does not apply to:

Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – UNMANNED AIRCRAFT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Exclusion 2.g. Aircraft, Auto Or Watercraft** under **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

2. Exclusions

This insurance does not apply to:

g. Aircraft, Auto Or Watercraft

(1) Unmanned Aircraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This Paragraph **g.(1)** applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

(2) Aircraft (Other Than Unmanned Aircraft), Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This Paragraph **g.(2)** applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This Paragraph **g.(2)** does not apply to:

- (a)** A watercraft while ashore on premises you own or rent;
- (b)** A watercraft you do not own that is:
 - (i)** Less than 26 feet long; and
 - (ii)** Not being used to carry persons or property for a charge;
- (c)** Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (d)** Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(e) "Bodily injury" or "property damage" arising out of:

(i) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or

(ii) The operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".

B. The following exclusion is added to Paragraph 2. Exclusions of Coverage B – Personal And Advertising Injury Liability:

2. Exclusions

This insurance does not apply to:

Unmanned Aircraft

"Personal and advertising injury" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the offense which caused the "personal and advertising injury" involved the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

This exclusion does not apply to:

- a. The use of another's advertising idea in your "advertisement"; or
- b. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

C. The following definition is added to the Definitions section:

"Unmanned aircraft" means an aircraft that is not:

- 1. Designed;
- 2. Manufactured; or
- 3. Modified after manufacture;

to be controlled directly by a person from within or on the aircraft.

POLICY NUMBER: EV96514

COMMERCIAL GENERAL LIABILITY

CG 21 16 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – DESIGNATED PROFESSIONAL SERVICES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Description Of Professional Services
1. Any and all professional services.
2.
3.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

With respect to any professional services shown in the Schedule, the following exclusion is added to Paragraph

2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability and Paragraph **2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" due to the rendering of or failure to render any professional service.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional service.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMUNICABLE DISEASE EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:

2. Exclusions

This insurance does not apply to:

Communicable Disease

"Bodily injury" or "property damage" arising out of the actual or alleged transmission of a communicable disease.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the:

- a.** Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a communicable disease;
- b.** Testing for a communicable disease;
- c.** Failure to prevent the spread of the disease; or
- d.** Failure to report the disease to authorities.

B. The following exclusion is added to Paragraph 2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

2. Exclusions

This insurance does not apply to:

Communicable Disease

"Personal and advertising injury" arising out of the actual or alleged transmission of a communicable disease.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the:

- a.** Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a communicable disease;
- b.** Testing for a communicable disease;
- c.** Failure to prevent the spread of the disease; or
- d.** Failure to report the disease to authorities.

POLICY NUMBER: EV96514

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – DESIGNATED PRODUCTS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Designated Product(s):

Any and all vendor or exhibitor products.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

This insurance does not apply to "bodily injury" or "property damage" included in the "products-completed operations hazard" and arising out of any of "your products" shown in the Schedule.

POLICY NUMBER: EV96514

COMMERCIAL GENERAL LIABILITY
CG 21 35 10 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – COVERAGE C – MEDICAL PAYMENTS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Description And Location Of Premises Or Classification:

Any and all medical payments.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect to any premises or classification shown in the Schedule:

1. Section I – Coverage C – Medical Payments does not apply and none of the references to it in the Coverage Part apply: and
2. The following is added to Section I – Supplementary Payments:
 - h. Expenses incurred by the insured for first aid administered to others at the time of an accident for "bodily injury" to which this insurance applies.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYMENT-RELATED PRACTICES EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:

This insurance does not apply to:

"Bodily injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

B. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

This insurance does not apply to:

"Personal and advertising injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

POLICY NUMBER: EV96514

COMMERCIAL GENERAL LIABILITY

CG 21 53 01 96

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – DESIGNATED ONGOING OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Description of Designated Ongoing Operation(s):

1. Any and all claims arising out of demolition derbies, bon fires, motorcycle rides/rallies, beer & liquor tasting, injury or damage by animals. 2. Any and all claims related to shuttle services. 3. Any and all claims related to forklifts, cranes, or mechanical lifts. 4. Any and all claims related to water or watercraft activities or operations including but not limited to swimming. 5. Any and all claims related to heavy metal rock, punk rock, or rap or hip-hop performances.

Specified Location (If Applicable):

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The following exclusion is added to paragraph 2., Exclusions of COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages):

This insurance does not apply to "bodily injury" or "property damage" arising out of the ongoing operations described in the Schedule of this endorsement, regardless of whether such operations are conducted by you or on your behalf or whether the operations are conducted for yourself or for others.

Unless a "location" is specified in the Schedule, this exclusion applies regardless of where such operations are conducted by you or on your behalf. If a specific "location" is designated in the Schedule of this endorsement, this exclusion applies only to the described ongoing operations conducted at that "location".

For the purpose of this endorsement, "location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FUNGI OR BACTERIA EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:

2. Exclusions

This insurance does not apply to:

Fungi Or Bacteria

- a. "Bodily injury" or "property damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.
- b. Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

This exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.

B. The following exclusion is added to Paragraph 2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

2. Exclusions

This insurance does not apply to:

Fungi Or Bacteria

- a. "Personal and advertising injury" which would not have taken place, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury.
- b. Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

C. The following definition is added to the Definitions Section:

"Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NON-BINDING ARBITRATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PRODUCT WITHDRAWAL COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

If we and the insured do not agree whether coverage is provided under this Coverage Part for a claim made against the insured, then either party may make a written demand for arbitration.

When this demand is made, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will:

1. Pay the expenses it incurs; and

2. Bear the expenses of the third arbitrator equally.

Unless both parties agree otherwise, arbitration will take place in the county or parish in which the address shown in the Declarations is located. Local rules of law as to procedure and evidence will apply. Any decision agreed to by the arbitrators may be appealed to a court of competent jurisdictions.

OKLAHOMA NOTICE

The following statement is added to the policy:

WARNING:

Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy, containing any false, incomplete or misleading information, is guilty of a felony.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OKLAHOMA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Paragraph 2. of the **Cancellation Common Policy Condition is replaced by the following:**

2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

- a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or**
- b. 30 days before the effective date of cancellation if we cancel for any other reason.**

After coverage has been in effect for more than 45 business days or after the effective date of a renewal of this policy, no notice of cancellation will be issued by us unless it is based on at least one of the following reasons:

- (1) Nonpayment of premium;**
- (2) Discovery of fraud or material misrepresentation in the procurement of the insurance or with respect to any claims submitted under it;**
- (3) Discovery of willful or reckless acts or omissions by you that increase any hazard insured against;**
- (4) The occurrence of a change in the risk that substantially increases any hazard insured against after insurance coverage has been issued or renewed;**

(5) A violation of any local fire, health, safety, building, or construction regulation or ordinance with respect to any covered property or its occupancy that substantially increases any hazard insured against;

(6) A determination by the Insurance Commissioner that the continuation of the policy would place us in violation of the insurance laws of this state;

(7) Your conviction of a crime having as one of its necessary elements an act increasing any hazard insured against; or

(8) Loss of or substantial changes in applicable reinsurance.

B. The following are added to the Common Policy Conditions and supersede any provisions to the contrary:

1. Nonrenewal

a. If we elect not to renew this policy, we will mail or deliver written notice of nonrenewal to the first Named Insured at least 45 days before:

- (1) The expiration date of this policy; or**
- (2) An anniversary date of this policy, if it is written for a term longer than one year or with no fixed expiration date.**

- b. Any notice of nonrenewal will be mailed or delivered to the first Named Insured at the last mailing address known to us.
 - c. If notice is mailed:
 - (1) It will be considered to have been given to the first Named Insured on the day it is mailed.
 - (2) Proof of mailing will be sufficient proof of notice.
 - d. If notice of nonrenewal is **not** mailed or delivered at least 45 days before the expiration date or an anniversary date of this policy, coverage will remain in effect until 45 days after notice is given. Earned premium for such extended period of coverage will be calculated pro rata based on the rates applicable to the expiring policy.
 - e. We will **not** provide notice of nonrenewal if:
 - (1) We, or another company within the same insurance group, have offered to issue a renewal policy; or
 - (2) You have obtained replacement coverage or have agreed in writing to obtain replacement coverage.
 - f. If we have provided the required notice of nonrenewal as described in **B.1.a.** above, and thereafter extend the policy for a period of 90 days or less, we will **not** provide an additional nonrenewal notice with respect to the period of extension.
- 2. Premium Or Coverage Changes At Renewal**
- a. If we elect to renew this policy, we will give written notice of any premium increase, change in deductible, or reduction in limits or coverage, to the first Named Insured, at the last mailing address known to us.
 - b. Any such notice will be mailed or delivered to the first Named Insured at least 45 days before:
 - (1) The expiration date of this policy; or
 - (2) An anniversary date of this policy, if it is written for a term longer than one year or with no fixed expiration date.
 - c. If notice is mailed:
 - (1) It will be considered to have been given to the first Named Insured on the day it is mailed.
 - (2) Proof of mailing will be sufficient proof of notice.
 - d. If the first Named Insured accepts the renewal, the premium increase or coverage changes will be effective the day following the prior policy's expiration or anniversary date.
 - e. If notice is **not** mailed or delivered at least 45 days before the expiration date or anniversary date of this policy, the premium, deductible, limits and coverage in effect prior to the changes will remain in effect until:
 - (1) 45 days after notice is given; or
 - (2) The effective date of replacement coverage obtained by the insured;

whichever occurs first.

If the first Named Insured then elects **not** to renew, any earned premium for the resulting extended period of coverage will be calculated pro rata at the lower of the new rates or rates applicable to the expiring policy.
 - f. We will **not** provide notice of the following:
 - (1) Changes in a rate or plan filed pursuant to the Property and Casualty Competitive Loss Cost Rating Act applicable to an entire class of business;
 - (2) Changes which are based upon the altered nature or extent of the risk insured; or
 - (3) Changes in policy forms filed with or approved by the Insurance Commissioner and applicable to an entire class of business.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ABSOLUTE CYBER LIABILITY AND ELECTRONIC EXCLUSION

This endorsement modifies insurance provided under the following:

Business Auto Coverage Form
Auto Dealers Coverage Form
Building and Personal Property Coverage Form
Condominium Association Coverage Form
Condominium Commercial Unit-Owners Coverage Form
Commercial Businessowners Coverage Form
Builders Risk Coverage Form
Business Income (And Extra Expense) Coverage Form
Business Income (Without Extra Expense) Coverage Form
Commercial Excess Liability Policy
Legal Liability Coverage Form
Extra Expense Coverage Form
Human Services Organization Professional Liability Claims Made Coverage Form
Leasehold Interest Coverage Form
Standard Property Policy
Property Coverage Form
Crime Coverage Form
Business Income with Extra Expense Coverage Form
Business Income Coverage Form
Extra Expenses Coverage Form
Legal Liability Coverage Form
Commercial General Liability Coverage Form Occurrence
Commercial General Liability Coverage Form Claims Made
Owners and Contractors Protective Liability Coverage Form
Electronic Data Liability Coverage Form
Hired and Non Owned Auto Liability Coverage Form
Camp Operators Professional Liability Coverage Form
Cemetery and/or Crematory Professional Liability Coverage Form
Day Care Organization Professional Liability Coverage Form
Health and Fitness Professional Liability Coverage Form
Social Human Services Organization Professional Liability Coverage Form
Social Human Services Organization Professional Liability Claims-Made Coverage Form
Religious Organization Professional Liability Coverage Form
Religious Organization Professional Liability Claims Made Coverage Form
Religious Organization Directors & Officers Liability Insurance

Page 1 of 5

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Commercial Articles Coverage Form
Physicians and Surgeons Equipment Coverage Form
Signs Coverage Form
Film Coverage Form
Accounts Receivable Coverage Form
Valuable Papers and Records Coverage Form
Commercial Crime Coverage Form (Loss Sustained Form)
Government Crime Coverage Form (Loss Sustained Form)
Employee Theft and Forgery Policy (Loss Sustained Form)
Contractors Environmental and Professional Coverage Form
Contractors Environmental Coverage Form
Difference In Conditions Coverage Form
Premises Environmental Coverage
Educators Protection Plus
Educators Professional Select Insurance Policy
Volunteer Fire Department Commercial General Liability Coverage Form
Mobile Property Coverage Form
Volunteer Fire Department Property Coverage Form
Property and Inland Marine Coverage Part – Water Districts Insurance Program
Commercial Liability Coverage Form Water Districts Insurance Program
Employment-Related Practices Liability Coverage Form Water Districts Insurance Program
Employment-Related Practices Liability Coverage Form Water Districts Insurance Program
(Separate Limits for Defense and Indemnity)
Businessowners

The following exclusion applies to all coverages afforded under this policy:

This insurance does not apply to any loss, cost, expense, fine, penalty, error and omission, or damage alleging, arising out of or from, attributable to, or giving rise to:

- (1)** Any access to, collection or disclosure of, or failure to erase any person's or organization's confidential or personal information, including but not limited to patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information, biometrics, or any other type of nonpublic information; or
- (2)** Business interruption or suspension of operations as caused by any access, unauthorized access, lack of access, delay in access, damage, manipulation, loss, or impairment to **Electronic Data** or **Electronic Media**; or
- (3)** **Cyber Extortion**; or
- (4)** A **Privacy Breach**; or

Page 2 of 5

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- (5) A **Security Breach**; or
 - (6) Any fraudulent communication through **Electronic Media** that impersonates any person or organization, including but not limited to phishing or other social engineering techniques or otherwise; or
 - (7) Any computer code, software, or programming; or
 - (8) Any **Security Breach** that results in any electronic thing or device or **Electronic Media** malfunctioning, improperly functioning, non-functioning, failing to perform as the intended user desired, or being electronically manipulated to perform in a way that causes harm to the insured or others; or
 - (9) The loss, loss of use, misuse, delay, manipulation, corruption, damage, alteration, destruction, distortion, erasure, or theft of, or inability to access or manipulate **Electronic Data** or **Electronic Media** as a result of **Cyber Extortion**; or **Privacy Breach**; or **Security Breach**
- (10) Any failure of utilities based upon, arising out of, or attributable to any mechanical or electrical failure, interruption, or outage, however caused, including but not limited to any electrical power interruption or surge, brownout, blackout, short circuit, over voltage, or power fluctuation or outage to gas, water, telephone, cable, satellite, telecommunications, the internet, or any component thereof, including but not limited to hardware, software, or any other infrastructure as a result of **Cyber Extortion**; or **Privacy Breach**; or **Security Breach**.
- (11) This exclusion applies even if damages are claimed for notification costs, errors or omissions, credit monitoring expenses, forensic expenses, public relations expenses, or any other loss, cost, or expense incurred by the insured or others arising out of that which is described in Paragraphs (1) through (10) above.

As used in this exclusion, the following definitions apply:

Computer hardware means the physical components of any **computer system** including CPU's, memory storage devices, storage media, and input/output devices and other peripheral devices and components including but not limited to cable, connectors, fiber optics, networking equipment, **electronic data** storage devices, input and output devices, backup facilities, wire, power supply units, keyboards, display monitors and audio speakers.

Computer system means an electronic, wireless, web or similar systems (including all **computer hardware**, computer programs and **electronic data**) used to process data or information in an analog, digital, electronic or wireless format, including but not limited to, associated input and output devices, data storage devices, networking equipment, wired or wireless peripherals, electronic backup facilities, and media libraries, that is owned or leased, operated and controlled by the insured or operated by an independent contractor authorized to provide Business Process Outsourcing services or outsourced Information Technology services for the insured.

Corporate Information Breach means the public disclosure of an organization's non-public information.

Cyber Extortion means any threat or connected series of threats communicated to the insured for the purpose of demanding money, securities, or property, including but not limited to threats to release, divulge, disseminate, corrupt, damage or destroy **Electronic Data** or **Electronic Media**;

introduce malware or **malicious code** into the insured's computer system; electronically communicate with the insured's customers in order to fraudulently obtain personal information, money, securities or property; or restrict or hinder access to the insured's computer system, **Electronic Data** or **Electronic Media**, including but not limited to ransomware.

Denial of service means unauthorized or unexpected interference or malicious attack by any person(s) or entity(ies) that restricts or prevents access to a **computer system** by persons or entities authorized to gain access to the **computer system** or **electronic data**.

Electronic Data means information, facts, blockchain, crypto currencies, or computer programs stored as or on, created or used on, or transmitted to or from computer software, including but not limited to systems and applications software, hard or floppy disks, CD-ROMs, DVDs, external drives, USB sticks, tapes, drives, cells, microchip, data processing devices, or any other media which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of **Electronic Data**, means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve, or send data.

Electronic Media means broadcast or storage media that take advantage of electronic technology. They include television, radio, Internet, fax, Bluetooth, GPS, audio beacons, electronic data, and any other medium that requires electricity or digital encoding of information.

Malicious code means unauthorized and corrupting or harmful computer code, including but not limited to computer viruses, spyware, Trojan horses, worms, logic bombs, and mutations of any of the preceding.

Privacy Breach means a common law or statutory breach of confidence or violation of any common law or statutory rights to privacy, including but not limited to breach of a privacy policy, breach of a person's right of publicity, misappropriation of likeness, false light, intrusion upon a person's seclusion, or public disclosure of a person's or animal's private information. Privacy Breach will also include a **Corporate Information Breach**.

Security breach means:

1. **Unauthorized access** of the insured's **computer system** or **unauthorized use** of **computer systems** including **unauthorized access** or **unauthorized use** resulting from the theft of a password from the insured's **computer system**;
2. A **denial of service** attack against your **computer systems**; or
3. Infection of the insured's **computer system** by **malicious code** or transmission of **malicious code** from the insured's **computer systems**,

whether any of the foregoing is a specifically targeted attack or a generally distributed attack.

Unauthorized access means the gaining of access to a **computer system** by an unauthorized person or persons.

Unauthorized use means the use of a **computer system** by an unauthorized person or persons or an authorized person in an unauthorized manner.

This Endorsement is an absolute exclusion for cyber liability, **Electronic Data, Electronic Media** and **Security Breaches**. This Endorsement applies except if coverage is specifically and affirmatively provided in the following coverage forms or endorsements issued by us and only in respect to the coverage afforded in those coverage forms or endorsements. In no event will this Endorsement broaden any coverage afforded in any coverage form or endorsement:

- **Cyber Security Liability Coverage Form**
- **Cyber Security Liability Endorsement**
- **Building and Personal Property Coverage Form**
- **Fraudulent Inducement Insuring Agreement**
- **Fraudulent Inducement Insuring Agreement - Broad Form**
- **Fraudulent Impersonation**
- **Fraudulent Impersonation Ultimate Cover**
- **Business Income and Extra Expense Coverage Form**
- **Computer Coverage Form**
- **Exclusion-Access or Disclosure of Confidential or Personal Information and Data-Related Liability-With Limited Bodily Injury Exception**
- **Changes-Electronic Data**

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**LIMITATION OF COVERAGE TO A SPECIFIED
EVENT AND EVENT DATE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This insurance applies to "bodily injury", "property damage" or "personal and advertising injury" occurring only during the specified events and specified event dates listed in the schedule below.

Schedule

Specified Event Dates	
Specified Event	Finish Date
Carnivals	10/24/2022

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – PYROTECHNICIANS/FIREWORKS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This insurance does not apply to “bodily Injury”, “property damage”, “personal and advertising injury” or medical expense arising out of the ownership, maintenance, handling, storage, distribution, sale or use of fireworks, flash-powder, or explosive compositions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – PERFORMER(S)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This insurance does not apply to “bodily Injury” to any person while performing in any exhibition, demonstration, or special event sponsored by you.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – MISCELLANEOUS ACTIVITIES AND DEVICES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Each exclusion indicated by an "X" is added to the policy:

This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury":

- ☒ Inverted Aerial Maneuver
Arising out of the attempt to perform or performance of any inverted aerial maneuver by a skier from a jump:
 1. Built by you or on your behalf; or
 2. Built on your premises with your permission or knowledge.

- ☒ Amusement Device
Arising out of the ownership, operation, maintenance, supervision, or use of any amusement device.

For purposes of this exclusion, amusement device means any device or equipment a person rides for enjoyment, including, but not limited to, any mechanical or non-mechanical ride, slide, water slide (including any ski or tow when used in connection with a water slide), moonwalk or moon bounce, bungee operation or equipment. Amusement device also includes any vertical device or equipment used for climbing – either permanently affixed or temporarily erected. Amusement device does not include any video arcade or computer game.

- ☒ Bungee
Arising out of the ownership, operation, maintenance, supervision, or use of any bungee operation or equipment whether owned, operated, maintained or used by you, any other insured or any other person or entity.

- ☒ Trampoline
Arising out of the ownership, operation, maintenance, supervision, or use of any trampoline whether owned, operated, maintained or used by you, any other insured or any other person or entity.

For purposes of this exclusion, trampoline includes any rebounding device except those which are four feet or less in diameter and whose surface is no more than two feet above floor level.

- ☒ Grass Skiing
Arising out of grass skiing.

- ☒ Animals
Arising out of injury or death to any animal.

- ☒ Object Propelled
Arising out of any object propelled, whether intentionally or unintentionally, into a crowd by or at the direction of a "participant" or insured.

- ☒ "Participant"
Arising out of the involvement of a participant in any activity, event or exhibition, including, but not limited to, any contest, physical training, sport, event, athletic activity, martial arts or stunt.

X Rodeo
Arising out of any rodeo activity, including, but not limited to, bronco or bull riding, steer roping, team roping, barrel racing or horseback riding.

 Concert
Arising out of a concert, show, or theatrical event.

 X Performer
Arising out of the involvement of any performer during any activity, event or exhibition, including, but not limited to any stunt, concert, show or theatrical event.

DEFINITION OF PARTICIPANT

For purposes of this endorsement, participant means any person who is participating, practicing, or is otherwise involved in an activity, event or exhibition.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARNED PREMIUM ENDORSEMENT (FULLY EARNED PREMIUM)

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART

Option 1 or 2 must be completed:

OPTION 1:

Premium fully earned at inception: \$753.00 or 100%

Balance earned: 10/19/2022
(indicate when 100% of premium is earned)

Total Premium: \$753.00

OPTION 2:

Premium is fully earned as follows:

Total Policy Premium is fully earned in the event of cancellation prior to: _____
(date)

Total Policy Premium is fully earned in the event of cancellation after: _____
(date)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - LEAD LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to paragraph 2., Exclusions of COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section 1 - Coverages) and paragraph 2., Exclusions of COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY (Section 1 - Coverages):

This insurance does not apply to:

1. "Bodily injury," "property damage," or "personal and advertising injury" arising out of or caused by the actual or alleged:
 - a. Exposure to or existence of lead, paint containing lead, or any other material or substance containing lead;
 - b. Manufacture, distribution, sale, resale, rebranding, installation, repair, removal, encapsulation, abatement, replacement or handling of lead, paint containing lead, or any other material or substance containing lead;

Whether or not the lead is or was at any time airborne as a particulate, contained in a product ingested, inhaled, transmitted in any fashion, or found in any form whatsoever.
2. Any legal obligation of any insured for indemnification or contribution due to damages arising out of "bodily injury," "property damage" or "personal and advertising injury" caused by lead, paint containing lead, or any other substance or material containing lead.
3. Any loss, cost, expense or damages, whether direct or consequential, arising out of any:
 - (a) Request, demand or order that any insured or others test for, monitor, clean up, remove, abate, contain, treat or neutralize lead, paint containing lead, or any other substance or material containing lead, or in any way respond to, or assess the effects of lead; or
 - (b) Claim or suit related to, testing for, monitoring, cleaning up, removing, abating, containing, treating or neutralizing lead, paint containing lead, or any other substance or material containing lead or in any way responding to or assessing the effects of lead.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - ASBESTOS LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to paragraph 2., Exclusions of COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section 1 - Coverages) and paragraph 2., Exclusions of COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY (Section 1 - Coverages):

This insurance does not apply to:

"Bodily injury," "property damage," "personal injury" or "advertising injury" arising out of:

1. Inhaling, ingesting or prolonged physical exposure to asbestos or goods or products containing asbestos;
2. The use of asbestos in constructing or manufacturing any good, product or structure;
3. The removal of asbestos from any good, product or structure; or
4. The manufacture, sale, transportation, storage or disposal of asbestos or goods or products containing asbestos.

The coverage afforded by this policy does not apply to payment for the investigation or defense of any loss or "suit," injury or damage or any cost, fine or penalty or for any expense or claim or "suit" related to any of the above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ABSOLUTE LIQUOR LIABILITY EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY,
2. Exclusions, c. Liquor Liability is deleted in its entirety and replaced by the following:

c. Liquor Liability

This insurance does not apply to any liability, damage, loss, cost or expense for which any insured may be held liable by reason of:

1. Causing or contributing to the intoxication of any person;
2. The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
3. Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This endorsement supersedes anything to the contrary.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ABUSE OR MOLESTATION EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to Paragraph 2. **Exclusions** of **SECTION I – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and Paragraph 2. **Exclusions** of **SECTION I – COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**:

This insurance does not apply to any injury sustained by any person arising out of or resulting from the alleged, actual or threatened abuse or molestation by anyone.

We shall not have any duty to defend any “suit” against any insured seeking damages on account of any such injury.

This exclusion applies to all injury sustained by any person, including emotional distress, arising out of molestation or abuse whether alleged, actual or threatened including but not limited to molestation or abuse arising out of your negligence or other wrongdoing with respect to:

1. Hiring, placement, employment, training;
2. Investigation;
3. Supervision;
4. Reporting any molestation or abuse to the proper authorities, or failure to so report; or
5. Retention;

of a person for whom any insured is or ever was legally responsible or for whom any insured may have assumed the liability; and whose conduct would be excluded above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ASSAULT OR BATTERY

This endorsement modifies and is subject to the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY,

2. Exclusions, Paragraph **a.** is deleted in its entirety and replaced with the following:

a. Expected or Intended Injury

“Bodily injury” or “property damage”:

- (1)** Expected or intended from the standpoint of any insured; or
- (2)** Arising out of an assault or battery, provoked or unprovoked, or out of any act or omission in connection with prevention or suppression of an assault or battery, committed by any insured or an “employee” or agent of the insured.



JOELUJA-01

MCHUA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/8/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Johnson, Kendall & Johnson, Inc. 109 Pheasant Run Newtown, PA 18940	CONTACT NAME:		
	PHONE (A/C, No, Ext): (215) 968-4741	FAX (A/C, No): (215) 968-0973	
	E-MAIL ADDRESS: info@kj.com		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Everest National Insurance Company		10120
INSURED Joe Lujan dba Great Plains Amusements, LLC 774 COUNTY ROAD 1550 Rush Springs, OK 73082	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☒ LOC ☐ OTHER:	X		SI8ML01982-221	3/1/2022	3/1/2023	EACH OCCURRENCE \$ 1,500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			SI8ML01982-221	3/1/2022	3/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	☐ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Glenpool is named as Additional Insured with respects to the operation of the Named Insured where required by written contract.

CERTIFICATE HOLDER

CANCELLATION

City of Glenpool 12205 S Yukon Avenue Glenpool, OK 74033	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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JOELUJA-01

MCHUA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/8/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Johnson, Kendall & Johnson, Inc. 109 Pheasant Run Newtown, PA 18940	CONTACT NAME: PHONE (A/C, No, Ext): (215) 968-4741 FAX (A/C, No): (215) 968-0973 E-MAIL ADDRESS: info@kj.com
INSURED Joe Lujan dba Great Plains Amusements, LLC 774 COUNTY ROAD 1550 Rush Springs, OK 73082	INSURER(S) AFFORDING COVERAGE INSURER A : Everest National Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F : NAIC # 10120

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC OTHER:			SI8ML01982-221	3/1/2022	3/1/2023	EACH OCCURRENCE \$ 1,500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			SI8ML01982-221	3/1/2022	3/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Glenpool Chamber of Commerce is named as Additional Insured with respects to the operation of the Named Insured where required by written contract.

CERTIFICATE HOLDER

CANCELLATION

Glenpool Chamber of Commerce 12205 S Yukon Avenue Glenpool, OK 74033	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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GREAT PLAINS AMUSEMENTS

P.O. Box 556, Rush Springs, OK 73082

This contract and agreement is entered into this 12 day of Sept, 2022
at Caweta

by and between JOE LUJAN, Owner, GREAT PLAINS AMUSEMENTS, party of the first part, and Shenpool
party of the second part.

Witnesseth: The party of the first part agrees to furnish to the party of the second part, attraction
known as GREAT PLAINS AMUSEMENTS, a carnival, and to exhibit same at Shenpool
for a period of 5 days commencing on
Oct 19-23, 2022, and are to have exclusive rights on all rides,
shows and concessions during the life of this contract.

The party of the second part agrees to furnish and pay for any tax or license that may be required,
and all lot and street privileges necessary for the satisfactory operation, conducting and placing of all at-
tractions (location of which must be agreeable and acceptable to party of the first part), also to furnish and
pay for the following: Sufficient police protection, all newspaper and bill posting.

First party will furnish all electrical power by means of generators.

In consideration of the above, the party of the first part agrees to pay the party of the second part
25 percent of the gross received on rides during the above agreement, after tax and
liability insurance deductions.

In consideration of the above, the party of the first part agrees to pay the party of the second part
25 percent of the gross received on shows during the above engagement, after tax and
liability insurance deductions.

It is further agreed that said party of the first part is to pay the party of the second part the sum of
25.00 for each concession operated during the life of this contract.

Settlement and payments to be made at close of above engagement. Should any unforeseen
calamity, or act of God arise such as strikes, floods, wrecks, tornadoes, war, rationing, or drafting of em-
ployees or operations neither party shall hold the other liable for damages. Party of the first part has juris-
diction over locations of local concessions allowed by party of the second part.

<u>Open Wed Sponsors</u>	
<u>Thur worst Bands</u>	<u>6-10 30.00 Ea</u>
<u>Fri " "</u>	<u>6-11 "</u>
<u>Sat " "</u>	<u>6-11 "</u>
<u>Sunday 12-5</u>	<u>30.00 Ea</u>

Party of the First Part:

JOE LUJAN Res.: 580-476-2662 Fax: 580-476-2689

GREAT PLAINS AMUSEMENTS

Cell: 405-229-4945

By Joe Lujan

Party of the Second Part:

Sponsor: Widney S. Bland

By: Glennal Chaboe

Address: 12205 N. Hickory Ave

Glennal 74033

Phone: (918) 322-3505



To: Mayor and Council

From: David Tillotson, City Manager

Date: September 29, 2022

Re: FY22-23 City Budget Amendment – CITY-01

Background:

As staff and Council have discussed in the past as part of our budgeting and long-range planning for the City, job creation is one of the areas we believe is lacking. I believe a healthy city should be actively working to increase resident's access to housing, retail shopping, and local jobs. We have worked diligently to modernize our city codes to allow for a friendlier development environment for housing and to increase the diversity of our available housing portfolio. I believe this work is beginning to pay off in the form of new upscale housing now being built in the community and our strong growth among the various market segments we have represented in the City. We have also spent considerable time and effort encouraging retail growth and have been successful over the last several years as evidenced by our budget growth. We have not, however, been able to dedicate the time necessary to build a jobs component into our growth strategies. This lack of progress will eventually cause our forward momentum and growth to stall.

The attached Budget Amendment, CITY-01, for Fiscal Year 2022-2023 covers the funds necessary to add an Economic Development Director to the budget for this fiscal year. Additionally, it allocates funding to pay our renewal costs for the Tulsa's Future program through the Tulsa Regional Chamber. Tulsa's Future is a regional project of the chamber that focuses on job creation and by continuing our membership in the project we gain access to the Chamber's network and employees to supplement our work to create jobs here in Glenpool.

The Budget Amendment uses monies within the Hotel Motel Tax Fund to pay for the project. The revenue for this fund is derived from the City's hotel lodging tax, which currently sits at 5%. There are sufficient funds in the reserve of this fund to cover this budget amendment and still leave us with an acceptable emergency reserve.

12205 S. Yukon, Glenpool, OK 74033 OFFICE: 918-322-5409 FAX: 918-209-4641

Mayor Joyce Calvert, Ward 3; Vice-Mayor Brandon Kearns, At-Large;

Tim Fox, Ward 1; Chris Brobst, Ward 2; Jacqueline Lund, Ward 4

City Manager David Tillotson, Assistant City Manager Susan White, City Clerk Wendy Knight

www.glenpoolonline.com

Staff Recommendation:

- Staff recommends approval of Budget Amendment CITY-01.

Attachments:

- Budget Amendment Form CITY-01

12205 S. Yukon, Glenpool, OK 74033 OFFICE: 918-322-5409 FAX: 918-209-4641

Mayor Joyce Calvert, Ward 3; Vice-Mayor Brandon Kearns, At-Large;

Tim Fox, Ward 1; Chris Brobst, Ward 2; Jacqueline Lund, Ward 4

City Manager David Tillotson, Assistant City Manager Susan White, City Clerk Wendy Knight

www.glenpoolonline.com

**City of Glenpool
Budget Amendment**

Fiscal Year: 2022-2023

Amendment No: CITY 01

Date Requested: 29-Sep-22

REVENUE					EXPENSES				
Fund	Account Number	Acct Name	Increase/(Decrease)	New Budget Amount	Fund	Account Number	Acct Name	Increase/(Decrease)	New Budget Amount
5	05-5-00-5409	Transfer from Fund Balance	\$ 136,800.00	\$ 136,800.00	5	05-06-12-6101	Salaries	\$ 88,000.00	\$ 88,000.00
					5	05-06-12-6102	Insurance	\$ 12,000.00	\$ 12,000.00
					5	05-06-12-6111	FICA	\$ 7,000.00	\$ 7,000.00
					5	05-06-12-6112	Medicare	\$ 1,000.00	\$ 1,000.00
					5	05-06-12-6113	Worker's Comp	\$ 500.00	\$ 500.00
					5	05-06-12-6114	Unemployment	\$ 300.00	\$ 300.00
					5	05-06-12-6115	Retirement	\$ 7,000.00	\$ 7,000.00
					5	05-06-12-6235	Contract Services	\$ 10,000.00	\$ 10,000.00
					5	05-06-12-6250	Economic Development	\$ 5,000.00	\$ 11,000.00
					5	05-06-12-6262	Travel & Training	\$ 6,000.00	\$ 10,000.00
Total:			\$ 136,800.00		Total:			\$ 136,800.00	

Notes:

Funding for new Economic Development Director position and funds for participation in the Tulsa's Future program.

Approved by the City of Glenpool:

Mayor

Date _____



To: Mayor and Council

From: David Tillotson, City Manager

Date: September 29, 2022

Re: Surplus Property Sale

Background:

On September 6, 2022, the Council approved the attached list of vehicles and miscellaneous equipment within the Police Department as surplus property. Under City Code 2-2-6: Sale of Surplus Property, Subsections B.1-3 requires that the City Manager advertise all surplus property, which is defined in Subsection A as, "property of any description with a value of more than one thousand five hundred dollars (\$1,500.00)" and accept sealed bids for said property. Subsection B.4 provides that the "City Council, by motion, may waive the requirement for soliciting competitive bids for the sale of surplus personal property". City staff has been pursuing two different options for the sale of this property, as well as the sale of future surplus properties. The first is online sales through a government bidding website such as GovBid or Purple Wave. The second, which is the route we believe is appropriate in this particular situation, is to sell the vehicles and related miscellaneous equipment directly to a company that specializes in buying, repairing, and selling police vehicles and related equipment from and to police departments. As such, the staff is recommending the Council, by motion, vote to waive competitive bidding for these surplus vehicles and miscellaneous equipment.

Staff Recommendation:

- Staff recommends Council, pursuant to City Code 2-2-6.B.4, waive the requirement for soliciting competitive bidding for the sale of the law enforcement vehicles and miscellaneous equipment that was previously declared surplus by the Council on September 6, 2022.

Attachments:

- Approved surplus property list from Police Department.

12205 S. Yukon, Glenpool, OK 74033 OFFICE: 918-322-5409 FAX: 918-209-4641

Mayor Joyce Calvert, Ward 3; Vice-Mayor Brandon Kearns, At-Large;

Tim Fox, Ward 1; Chris Brobst, Ward 2; Jacqueline Lund, Ward 4

City Manager David Tillotson, Assistant City Manager Susan White, City Clerk Wendy Knight

www.glenpoolonline.com



MEMORANDUM
September 6, 2022

To: Honorable Mayor and City Council

From: Jeremy Plane
Lieutenant

Re: Surplus of Police vehicles and equipment

Background:

This item is for Council consideration and action regarding the approval to surplus vehicles and equipment assigned to the police department which is no longer in service or useable. The police department currently has six 2009 Dodge Chargers, four 2012 Dodge Chargers, one 2016 Ford Explorer, and one 1995 Ford Explorer. Each of the Chargers and the 2016 Explorer, have miscellaneous equipment with them. This equipment includes prisoner transport dividers, push bars, lighting, and siren control boxes. The 2009 Chargers have not been in service since 2016. The 2012 Chargers have not been in service since 2019. The 2016 Explorer was removed from service in 2021. None of the listed equipment is of future use to the police department.

In addition to the listed vehicles, the department has a 2008 Speed Trailer with a non-operating lights and non-functioning motherboard.

Staff is requesting approval to surplus the listed vehicles, emergency equipment and speed trailer.

Staff Recommendation:

Staff recommends approval to surplus the listed vehicles, emergency equipment and speed trailer.

Attachments:

- A. Itemized spread sheet listing all equipment.

12205 S. Yukon, Glenpool, OK 74033 OFFICE: 918-322-5409 FAX: 918-209-4641
Mayor Joyce Calvert, Vice-Mayor Brandon Kearns, Councilors: Tim Fox, Chris Brobst, and Jacqueline Lund
City Manager David Tillotson, Assistant City Manager Susan White, City Clerk Wendy Knight
www.glenpoolonline.com

GPD Surplus Equipment

Unit #	Year	Make	Model	VIN#	Mileage	Equipment	Condition
PD117	2009	Dodge	Charge	2B3KA43T39H512865	122030	light bar, siren, siren control box, deck lights, push bar, prisoner	motor good, front end needs reparis
PD124	2009	Dodge	Charge	2B3KA43T97H512884	115448	siren and control box,	good motor, front end needs reparis
PD127	2009	Dodge	Charge	2B3KA43T89H512845	137306	lightbar, siren Control box, prisoner insert, push bar,	good motor, front end needs reparis
PD118	2009	Dodge	Charge	2B3KA43T89H537017			
PD129/27	2009	Dodge	Charge	2B3KA43T99H512840	165073	prisoner insert, lightbar, siren and control box	Bad engine, dead cylinder, bad cam
PD114	2009	Dodge	Charge	2B2KA42H17H708537	UNK	prisoner insert, lightbar, siren and control box	Bad engine, dead cylinder, bad cam
PD132	2012	Dodge	Charge	2C3CDXAT6CH196811	131784	lightbar, siren and control box,prisoner insert, push bar,	body damage front clip, front,end needs repair, good engine
PD135	2012	Dodge	Charge	2C3CDXAT1CH196814	115012	siren, siren box	Bad engine, dead cylinder, bad cam, sprung driver door
PD133	2012	Dodge	Charge	2C3CDXAT8CH196812		lightbar, siren and control box,prisoner insert, push bar,	motor good, front end needs reparis
PD136	2012	Dodge	Charge	2C3CDXAT7CH195826		prisoner insert, lightbar, siren and control box	Bad engine, dead cylinder, bad cam
PD143	2016	Ford	Explorer	1FM5K8AR2GGB36767		lightbar, siren and control box,prisoner insert, push bar,	Bad engine, dead cylinder, bad cam
PD140	1995	Ford	Explorer	1FMZU34X3XZA11533		no police equipment	Runs rough, been sitting 2 years
Speed Trlr	2008 RU-2 Smart 800				N/A	radar unit, manual speed signs	Main board bad, misc lights out
	1R9BR08168B482240						on sign, paint in bad shape
Misc Equip	2009 - 2012				N/A	3 Dodge Charger prisoner	
	No Serial or Model #'s					inserts, 2009, 2012	
	No Serial or Model #'s					2 Dodge Charger push bars	
	No Serial or Model #'s					2 Whelen light bars	Unknown condition
	No Serial or Model #'s					3 Whelen control boxes	Unknown condition