

Ordinance

Version 3.7 released on 7/1/25

Use for all Ordinances including: TRO, Budget, Zoning, Declarations, Trust Indentures, etc.



CITY COUNCIL USE ONLY Date Received: _____ Committee Date: _____ 1 st Agenda Date: _____	Tracking #: _____ Committee: _____ Hearing Date: _____ 2 nd Agenda Date: _____	CITY CLERK USE ONLY <input type="checkbox"/> Scanned Date: <u>03.25.2026</u> <input type="checkbox"/> Posted Item #: <u>2603.00726</u>
---	--	---

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

Primary Details

Dept. Tracking No.	Board Approval	Other Board Name	City Council Approval <input type="radio"/> Yes <input type="radio"/> No
Department Development Services	Contact Name Michael Ling <i>MBL 1-30 26</i>	Email MLing@cityoftulsa.org	Phone 918 596 7285
Subject (Description) Amending Insurance Ordinance for Title 35		Ordinance Type Amending Previous Ordinance	
Section	Township	Range	Lot
Block	Address		BA / CT Number
Amending Ord. No.	TRO Title No. <i>e.g. 43</i>	TRO Subtitle <i>e.g. G</i>	Property/Non-Property
Council District	Zoning No.	PUD No.	Planning District

Budget

Funding Source(s)

TOTAL:

Enter the funding source(s) using the appropriate Munis funding format: Org (Allocation Code)-Object-Amount (1001211-531401-\$10.00) or Project String-Amount (144104.AbstrTitle5413102 6001-4043122-541102-\$30,000.01)

Approvals

Department:	<i>[Signature]</i>	Date:	<u>1-30-2026</u>
Legal:	<i>[Signature]</i>	Date:	<u>3-16-26</u>
Board:	<i>[Signature]</i>	Date:	
Mayor:	<i>[Signature]</i>	Date:	<u>MAR 25 2026</u>
Other:		Date:	

Policy Statement

Background Information

Amending Insurance Ordinance for Title 35. Taking out verbiage in Title 35, Chapter 2, Section 202.B.3.b(3) and adding verbiage into Title 35, Chapter 2, Section 202.B.3.b(5).

Provide background information on the requested action.

Summation of the Requested Action

Request approval of ordinance changes and emergency clause.

Summarize the pertinent details of the requested action

Emergency Clause?

Yes

No

Reason for Emergency Clause

Have ordinance in effect as soon as possible.

Explain why you are requesting that the City Council approve this action with an emergency clause.

[Handwritten notes]

Processing Information for City Clerk's Office

Post Execution Processing

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

Additional Routing and Processing Details

(Published in the Tulsa World

_____, 2026)

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 35, TULSA REVISED ORDINANCES (TRO), "INFRASTRUCTURE DEVELOPMENT." CHAPTER 2, "INFRASTRUCTURE DEVELOPMENT PERMITS," SECTION 202, "CONTRACTS, BONDS AND INSURANCE," SUBSECTION B(3)(b), "CONTRACTOR'S ANNUAL CONSTRUCTION CONTRACT, BONDS AND INSURANCE," TO ELIMINATE THE REQUIREMENT OF A WAIVER OF SUBROGATION ENDORSEMENT ON AN OWNER'S PROTECTIVE LIABILITY POLICY; TO CLARIFY THE REQUIREMENT OF WRITTEN NOTICE OF CANCELLATION FOR NON-PAYMENT OF PREMIUM; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES.

BE IT ORDAINED BY THE CITY OF TULSA:

Section 1. That Title 35, Chapter 2, Section 202, Subsection B(3)(b), Tulsa Revised Ordinances, be and the same is hereby amended to read as follows:

- "b. Insurance: All required insurance coverage shall be submitted by the contractor prior to execution of an annual contract. Coverage shall be written by a solvent company acceptable to the City and authorized to do business in the state of Oklahoma. The following coverages shall be required:
 - (1) Workers' compensation insurance. As prescribed by the laws of the state of Oklahoma, the contractor shall provide and require the subcontractor to similarly provide workers' compensation insurance for all employees, unless such employees are covered by the protection afforded by the permittee's insurance coverage.
 - (2) Public liability insurance. The contractor shall procure and maintain during the duration of any permit or any extension thereof contractor's public liability insurance in an amount not less than One Hundred Seventy-Five Thousand Dollars (\$175,000.00) for injuries (including accidental death) sustained by any one (1) person in a single accident or occurrence, and in an amount not less than One Million Dollars (\$1,000,000.00) for injuries sustained by two (2) or more persons in a single accident or occurrence and contractor's property

Eg

damage insurance in an amount not less than One Hundred Thousand Dollars (\$100,000.00).

- (3) Owner's protection liability insurance. The contractor shall also furnish an owner's protective liability policy in the amounts specified in paragraph 202.B.3.b(2). above, with the City of Tulsa as the named insured, issued by the same insurance company as the contractor's liability carrier, protecting the City of Tulsa against any and all actions, claims, judgments or demands arising out of or on account of injuries of whatever kind and character sustained by any person or persons on account of the construction of such work as may be performed by the contractor pursuant to the permit issued by the director. An exception to the "same insurance company" may be made only if the contractor's public liability policy is endorsed with "Waiver of Transfer of Rights of Recovery Against Others to Us," or equivalent, endorsements. Waiver under the contractor's public liability policy shall be in favor of the City.
- (4) Insurance certificates. The contractor shall furnish the City an original and a duplicate certificate of insurance which shall indicate the types of insurance carried and the amounts of coverage. The contractor shall also provide the City with two (2) copies of the policy of insurance issued by the contractor's insurance carrier.
- (5) Notice of cancellation. All insurance policies and certificates shall contain clauses stating that the policies cannot be canceled by the insurer without the insurer's giving the City thirty (30) days' prior written notice of cancellation, except that ten (10) days' notice of cancellation will be provided for non-payment of premium. Cancellation of a required insurance policy shall automatically revoke any permit and all work by the permittee shall thereupon immediately terminate."

Section 2. SEVERABILITY CLAUSE. If any section, sentence, clause or phrase of this ordinance or any part thereof is for any reason found to be invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remainder of this ordinance or any part thereof.

Section 3. REPEAL OF CONFLICTING ORDINANCES. That all ordinances or parts of ordinances in conflict herewith be and the same are now expressly repealed.

Adopted by the Council: _____.

Date

Chair of the Council

eg

OFFICE OF THE MAYOR

Approved by the Mayor of the City of Tulsa, Oklahoma, _____ at
Date

Time

Monroe Nichols, IV, Mayor

(Seal)

ATTEST:

City Clerk

APPROVED:

City Attorney

Eg

- b. **Insurance:** All required insurance coverage shall be submitted by the contractor prior to execution of an annual contract. Coverage shall be written by a solvent company acceptable to the City and authorized to do business in the state of Oklahoma. The following coverages shall be required:
- (1) **Workers' compensation insurance.** As prescribed by the laws of the state of Oklahoma, the contractor shall provide and require the subcontractor to similarly provide workers' compensation insurance for all employees, unless such employees are covered by the protection afforded by the permittee's insurance coverage.
 - (2) **Public liability insurance.** The contractor shall procure and maintain during the duration of any permit or any extension thereof contractor's public liability insurance in an amount not less than One Hundred Seventy-Five Thousand Dollars (\$175,000.00) for injuries (including accidental death) sustained by any one (1) person in a single accident or occurrence, and in an amount not less than One Million Dollars (\$1,000,000.00) for injuries sustained by two (2) or more persons in a single accident or occurrence and contractor's property damage insurance in an amount not less than One Hundred Thousand Dollars (\$100,000.00).
 - (3) **Owner's protective liability insurance.** The contractor shall also furnish an owner's protective liability policy in the amounts specified in paragraph 202.B.3.b(2), above, with the City of Tulsa as the named insured, issued by the same insurance company as the contractor's liability carrier, protecting the City of Tulsa against any and all actions, claims, judgments or demands arising out of or on account of injuries of whatever kind and character sustained by any person or persons on account of the construction of such work as may be performed by the contractor pursuant to the permit issued by the director. An exception to the "same insurance company" may be made only if ~~both the owner's protective liability policy and~~ the contractor's public liability policy ~~are~~ is endorsed with "Waiver of Transfer of Rights of Recovery Against Others to Us," or equivalent, endorsements. Waiver under the contractor's public liability policy shall be in favor of the City ~~and waiver under the owner's protective liability policy shall be in favor of the contractor.~~
 - (4) **Insurance certificates.** The contractor shall furnish the City an original and a duplicate certificate of insurance which shall indicate the types of insurance carried and the amounts of coverage. The contractor shall also provide the City with two (2) copies of the policy of insurance issued by the contractor's insurance carrier.
 - (5) **Notice of cancellation.** All insurance policies and certificates shall contain clauses stating that the policies cannot be canceled by the insurer without the insurer's giving the City thirty (30) days' prior written notice of cancellation, except that ten (10) days' notice of cancellation will be provided for non-payment of premium. Cancellation of a required insurance policy shall automatically revoke any permit and all work by the permittee shall thereupon immediately terminate.