



# Parklet Permit Initial Application

| STAFF USE ONLY |       |
|----------------|-------|
| Date Received: | _____ |
| Date Complete: | _____ |
| Date Approved: | _____ |
| Permit Number: | _____ |
| Staff:         | _____ |

### Disclaimer

While the City recognizes the potential for Parklets to enhance the public realm, the grant of a permit is a privilege and not a right. All Parklet permits are wholly of a temporary nature and can be revoked by the City of Tulsa at any time. All Parklets must be maintained within the confines of the approved drawings at all times. Further, the City will, and by law must, retain the right to deny, restrict, or revoke this privilege in any instance where the public benefit of said permit is in doubt. Franchisees or other right-of-way occupants reserve the right to request a permit revocation at any time based on their ability to adequately provide services. Parklet permit holders must comply with the terms and conditions of the permit, and must keep the right-of-way clean, safe for pedestrians, and clear of unauthorized obstructions. In the event that a Parklet does not meet the terms and conditions of the permit, the City of Tulsa may issue a Notice of Violation or may revoke the permit.

An encroachment (e.g., moving furniture into the Pedestrian Zone) placed upon or maintained within the public right of way or a public easement contrary to the terms of the Parklet Permit shall constitute a public nuisance. Permittees that have encroached upon a public right of way or public easement shall remove the violation or the City of Tulsa may revoke the permit. The encroachment shall not return to the public right of way or public easement unless or until the issue has been completely resolved either by appeal, amendment, or re-permitting.

All Parklets must comply with the Americans with Disabilities Act (ADA) and be accessible to all users, including people with physical disabilities, wheelchair users, and those with impaired vision. If Permittee fails to comply with these regulations, the City of Tulsa will issue a Notice of Violation or may revoke the permit.

The City of Tulsa will strive to give adequate notice when possible to permit holders (typically 30-days) in the event that the Parklet area must be removed from the right-of-way for an event, construction, or for any other reason. In an emergency, or any other instance, the City of Tulsa may immediately clear the Parklet to preserve public health and safety. If this should occur, the City of Tulsa will not be responsible for damages, including revenue losses.

In the event the City of Tulsa revokes the Parklet permit, the permit holder is responsible for coordinating and paying for removal of their Parklet within 24 hours of receiving a Notice of Removal.

A new permit is required if a business is sold and/or changes ownership. A permit amendment is needed if site conditions will change. If an Amendment Form was not submitted prior to making modifications, and/or the modifications are not in compliance with Parklet regulations or the original approved permit application, the permit will be revoked.

If you have question about this application, or if you are ready to submit your application and required materials, please send us an email at [urbandesign@incog.org](mailto:urbandesign@incog.org), call 918-584-7526, or write to us at:

**Parklet Permit Program**  
Tulsa Planning Office at INCOG  
2 W. 2nd St., Suite 800  
Tulsa, Oklahoma 74103

### 1. Contact Information

Applicant Name: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

### 2. Business Information

Legal Business Name: \_\_\_\_\_

Common Name (Doing Business As): \_\_\_\_\_

Business Phone: \_\_\_\_\_

Business Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

### 3. Parklet Location Details *(see page 5 in Parklet Program Manual for location guidelines)*

Name of Street on which Parklet will be located (must be city-owned):  
\_\_\_\_\_

Side of the street the Parklet will be located on:    North    East    South    West

Speed limit of street where parklet is located: \_\_\_\_\_

Zoning designation: \_\_\_\_\_

Total Square Feet of Project in Right-of-Way: \_\_\_\_\_

Total # of On-Street, Paid Parking Spaces: \_\_\_\_\_

Total # of On-Street, Un-Paid Parking Spaces: \_\_\_\_\_

*Continued on next page...*

# Parklet Permit

## Initial Application

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### 4. Certification and Hold Harmless Agreement

I, on behalf of the applicant, certify that the information contained in this application and any other materials submitted in the course of my application for a Parklet Permit is true to the best of my knowledge.

The applicant agrees to indemnify and hold the City of Tulsa, its officers, agents and employees, and the adjacent property owners free and harmless from any claims for damages to persons or property including legal fees and costs of defending any actions or suits thereon, including any appeals therefrom, which may result from the granting of this permit, and the activities conducted pursuant to the Parklet Permit.

Being duly sworn upon oath, I state that I have researched and examined or caused to be researched and examined all recorded documents and instruments relating to said real property, and that all recorded easements, dedications and rights of way are known to me and are delineated on the plot plan which is a part of the application for building permit for new construction and/or enlargements of an existing building. It is understood that issuance of such building permit does not authorize or permit construction of a permanent structure over or upon any easement, dedication or right of way.

Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### 5. Complete Application and Project Checklist

The following materials must be submitted to complete your application; if all materials are not received within 30 days of initial submittal, your application will be returned as incomplete.

#### Initial Application Checklist

- Initial Application Form (*this form*)
- Application fee payment (*see page 4 in Parklet Program Manual*)
- Project Narrative & Parklet Description
- Property Owner Consent Form
- Responsible Party Agreement
- Documentation of Community Support (*see page 7 in Parklet Program Manual for more information*)
- Current Certificate of Insurance and Endorsements
- Illustrative Design Concepts or sketches (*optional*)

#### Project Checklist

- Initial Site Plan (*see page 6 in Parklet Program Manual*)
- A minimum of three (3) digital color photographs of the proposed Parklet area
- Parklet meets all Location Guidelines (*see page 5 in Parklet Program Manual*)

# Parklet Permit

## Initial Application

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|---|
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### Initial Site Plan Checklist

Any item which is on the following list and which is visible on the proposed site must be shown on the site plan submitted with this application. All items listed on this form will be checked by staff.

If an item on the list below is not visible at the site, please check the item as “not applicable” (N/A).

| Visible Items                          | Shown | N/A   |
|--|-------|-------|
| Utility Poles .....                    | ..... | ..... |
| Street Lights.....                     | ..... | ..... |
| Parking Kiosks.....                    | ..... | ..... |
| Vaults ( <i>manholes, etc.</i> ) ..... | ..... | ..... |
| Bus Stops.....                         | ..... | ..... |
| Bus Shelters.....                      | ..... | ..... |
| Traffic Signs.....                     | ..... | ..... |
| Sign Post .....                        | ..... | ..... |
| Street Trees & Tree Pits.....          | ..... | ..... |
| All Travel Lanes.....                  | ..... | ..... |
| Sidewalk Intersection.....             | ..... | ..... |
| Fire Hydrants .....                    | ..... | ..... |
| Curb Cuts & Driveways.....             | ..... | ..... |
| Buildings & Entrances.....             | ..... | ..... |
| Bike Racks .....                       | ..... | ..... |
| Movable Street Fixtures ....           | ..... | ..... |
| Other R.O.W Features.....              | ..... | ..... |

### Parklet Setback Requirements

Make sure the following items are included on your site plan.

Width of Sidewalks (*from face of building to back of curb*)

Parking Spaces (*with dimensions*)

Distance from the proposed Parklet to the nearest intersection or crosswalk

Name and location of existing streets or alleys

North Arrow and Scale

Parklet footprint (*with dimensions*)

Label adjacent building facade and entrances

Parklet setback dimensions (*48" from adjacent parking spaces and 12" from adjacent bicycle lane, auto traffic lane, or any other specialized curb zones*)

|   | Yes   | No    | N/A   |
|---|-------|-------|-------|
| Will Parklet meet all ADA standards? .....                        | ..... | ..... | ..... |
| Will Parklet meet all City of Tulsa Ordinance requirements? ..... | ..... | ..... | ..... |

# Parklet Permit

## Responsible Party Agreement

STAFF USE ONLY

Permit Number: \_\_\_\_\_

I, \_\_\_\_\_ (the Applicant or acting on behalf of the applicant), understand that a condition of the granting of my Parklet Permit is that I abide by this agreement. Failure to do so will result in the revocation of my Parklet Permit.

I understand that I am ultimately responsible for all violations of any City, County, and State codes or regulations that result from the operation of my Parklet. I will familiarize myself with any applicable codes and will take immediate action to ensure that any violations are corrected.

I understand that any violations that result from the operation of my Parklet are potentially citable offenses and that the citation may cite you, the Responsible Party, even if you are not overseeing the operation of the business, or at the business location, at the time of the citation.

I will ensure that an employee of the business using my Parklet Permit is, at any time that my Parklet area is operating, overseeing the operation of the Parklet area and taking immediate action to ensure that any violations are corrected. I will familiarize any employee who is overseeing business operations or the operation of the Parklet with any applicable codes or regulations and inform them of their responsibilities.

If ownership of the property to which my Parklet is adjacent changes, I will submit an updated Parklet Property Owner Consent form to the Parklet program. A Parklet Permit is non-transferable.

Applicant Signature: \_\_\_\_\_

Date: \_\_\_\_\_

# Parklet Permit

## Property Owner Consent

Complete if the business owner is different than the property owner.

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Permit Number: \_\_\_\_\_

I, \_\_\_\_\_ (Property Owner),  
authorize \_\_\_\_\_ (Business Owner) to operate  
the Parklet for \_\_\_\_\_ (Business).

This consent shall run concurrent with the Parklet Permit. If at any time the permit expires or is revoked, this consent shall be void.

The operator of the Parklet is required to comply with all applicable sections of City, County, and State code. Failure to do so may cause the permit for said location to be revoked.

I understand this consent may be revoked in writing with the revocation to become final on March 31st of the same calendar year, or March 31st of the following year, whichever comes first. Any revocation received on March 1st through March 31st shall become effective thirty (30) days after receipt. Written revocation must be submitted to:

Tulsa Planning Office at INCOG  
2 W. 2nd St., Suite 800  
Tulsa, Oklahoma 74103

The business owner agrees to hold the property owner free and harmless from any claims for damages to persons or property including legal fees and costs of defending any actions or suits thereon, including any appeals therefrom, which may result from the granting of this permit.

The property owner is ultimately liable for any damage resulting from the condition of the right-of-way and is responsible for reconstructing, maintaining and repairing the sidewalks, curbs, driveways and parking strips abutting or immediately adjacent to their property. The property owner is ultimately responsible for any costs due to removal if the business owner does not remove Parklet as specified by the City of Tulsa.

**Business Owner's** Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Business Owner's Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

**Property Owner's** Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Property Owner's Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

# Parklet Permit

## Insurance and Endorsement

**STAFF USE ONLY**  
Permit Number: \_\_\_\_\_

Insurance requirements for Parklet Permits: The City of Tulsa requires the following document for Parklet Permits. The certificate and endorsements must be approved by the office of the City Attorney before a permit can be issued. Please allow six (6) business days for processing.

1. A Standard Certificate of Liability Insurance: The insurance certificate is intended to protect the public from any liability it may incur as a result of granting the requested permit. The certificate shall contain the following:
  - City of Tulsa named as the Certificate Holder with following address:  
City of Tulsa  
175 E 2nd Street  
Tulsa, Oklahoma 74103
  - Minimum Coverage Requirements for Liability Insurance:
    - Per Occurrence coverage not less than \$1,000,000 (one million dollars) per occurrence.
    - General Aggregate coverage not less than \$2,000,000 (two million dollars).
  - In the "Description of Operations..." section of the certificate:
    - Indicate the type of permit requested (Parklet Permit)
    - If the insured seeks a permit for a location/locations that are different than the Insured's address on the certificate, the location(s) must be listed.

Insured: \_\_\_\_\_

Affording Co: \_\_\_\_\_

Policy Number: \_\_\_\_\_

Effective: \_\_\_\_\_

This policy shall also bear the following endorsement:

It is understood and agreed that this policy shall not terminate or be canceled without first giving thirty (30) days' written notice of intention to terminate or to cancel said policy to the City of Tulsa (175 E 2nd St, Tulsa Oklahoma 74103), with ten (10) days' written notice required for cancellation due to nonpayment of premium.

This endorsement assures that the policy complies with the terms and conditions of the named insured's permit with the City of Tulsa.

Authorized Insurance Representative Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name and Address of Certificate Holder: City of Tulsa  
175 E. 2nd St.  
Tulsa, Oklahoma 74103

### Questions and Submissions

Parklet Permit Program

Email: [urbandesign@incog.org](mailto:urbandesign@incog.org)

Mail: Tulsa Planning Office at INCOG, 2 W. 2nd St., Suite 800, Tulsa, Oklahoma 74103

# Parklet Permit

## Maintenance and Support Agreement

STAFF USE ONLY

Permit Number: \_\_\_\_\_

Parklet permits issued by the Tulsa Planning Office on behalf of the City of Tulsa are subject to specific maintenance and support conditions that are the responsibility of the parklet host. These conditions ensure that the parklets remain clean, safe, and in a state of good repair for all members of the public to enjoy. The Tulsa Planning Office, on behalf of the City of Tulsa, may revoke the permit from any parklet permittee that fails to comply with the following agreement.

### Daily Support

On a daily basis, I agree to:

- Sweep the parklet surface and the area surrounding the parklet.
- Water and maintain the parklet's vegetation.
- Clean the parklet platform, seating, and other parklet elements.
- Remove any debris, litter, grime, or graffiti from the parklet.
- Replace any failing parklet elements or components.
- Remove all leaves, snow, ice, or other weather-related debris (if necessary).
- Clean and empty any trash receptacles.

### Weekly Support

On a weekly basis, I agree to:

- Rinse the area underneath the parklet surface.
- Remove any debris that is impeding drainage flow along the curb and gutter beneath the parklet surface.
- Provide pest control (if necessary).

### Annual Support

I understand that parklet permits must be renewed on an annual basis. As part of the renewal, I agree to:

- Pay the renewal fee and other associated fees.
- Replace all parklet components that have experienced significant wear and tear.
- Submit an updated certificate of liability insurance, and comply with all insurance requirements.
- Submit a property owner consent form for the property in which my business is located, as well as a property owner consent form for immediately adjacent property owners.

### Parklet Removal

I understand that if my business changes ownership, I will either need to remove my parklet or the new owner must obtain a new permit.

I understand that the Tulsa Planning Office on behalf of the City of Tulsa may require me to temporarily remove my parklet under certain circumstances. I agree that I am responsible for all duties and costs associated with the parklet removal.

**Temporary removal** may be required when:

- Planned streetscape improvements occur.
- A public safety or public utility emergency occurs.

In these situations, I may need to store my parklet off-site. I agree not to reinstall my parklet until instructed by the Tulsa Planning Office on behalf of the City of Tulsa.

I understand that **permanent removal** may be required when:

- The parklet presents a major public safety hazard.
- I fail to comply with the conditions specified in the maintenance and support agreement.

Upon permanent removal of my parklet, I agree to restore the street area covered by the parklet and/or any additional required elements to its original or better condition.

In the event that my permit is revoked, I agree to remove the parklet within 24 hours. I agree that I am responsible for all duties and costs associated with the parklet removal. In the event that I do not remove my parklet within 24 hours, I am responsible for all costs associated with the parklet removal by the City of Tulsa.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Business Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Permit Number: \_\_\_\_\_