



Urban Design Permit Initial Application

175 E. 2nd St., Suite 480, Tulsa, OK 74103 | studio@cityoftulsa.org | 918-596-7578

STAFF USE ONLY	
Permit No.:	_____
Received:	_____

1. Program Type & Fees

Select one: Parklet Sidewalk Café Tables & Chairs

Parklet	Initial Application		\$150
	Metered Parking Space - Private parklet	\$1,175 × =	\$
	Metered Parking Space - Public parklet	\$585 × =	\$
Sidewalk Café	Initial Application		\$150
Tables & Chairs	Initial Application		\$150
Total Amount Due (make checks payable to City of Tulsa)			\$

2. Contact Information

Applicant Name: _____

Applicant Title (in relation to business): _____

Phone: _____ Email: _____

Mailing Address: _____

City: _____ State: _____ ZIP: _____

3. Business Information

Legal Business Name: _____

Common Name (Doing Business As): _____

Business Phone: _____

Business Address: _____

City: _____ State: _____ ZIP: _____

4. Location Details & Description

Name of Street or Streets on which the project will be located (must be City-owned):

N E S W side of _____

N E S W side of _____

Total Square Feet of Project in Right-of-Way: _____

Zoning Designation: _____ Speed Limit of the Street (MPH): _____

On-street Parking Spaces (For Parklets Only) Metered: _____ Unmetered: _____

5. Description

Example: Build a 6-foot by 18-foot sidewalk café area outside our business on 1st Street; surround area by a 42-inch high border constructed of natural wood. If applicable, also include information about how furniture is to be secured.

6. Complete Application Checklist

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

- Complete Application (this form)
- [Copies of City and State Food & Liquor Licenses](#)
- Extension of Premises Drawing to the [ABLE Commission \(if serving alcohol\)](#)
- Proof of Insurance
- Documentation of Community Support
- Site Plan (see page 5 for details)
- At least 3 photos of the proposed area
- Proposed furniture brochures, photo, and/or manufacturer cut sheets

7. Certification and Hold Harmless Agreement

I certify that the information contained in this application and any other materials submitted in the course of my application for a Right-of-Way Program Permit is true to the best of my knowledge.

I shall hold the City of Tulsa, its officers, agents and employees, and the adjacent 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.

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



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8. Responsible Party Agreement

I, on behalf of the applicant, understand that a condition of the granting of an Urban Design Permit is that I abide by this agreement. Failure to do so will result in the revocation of the permit. For the purposes of this Agreement, "I" refers to and encompasses the permit holder, if a permit is issued.

I understand that the permit holder is ultimately responsible for all violations of any City, County, and State laws, rules or regulations that result from the operations and activities of the applicant which occur pursuant to an Urban Design Permit. I will familiarize myself with any applicable ordinances, (including the ordinances in Title 11, Chapters 15 and 17, Tulsa Revised Ordinances), laws, rules and regulations and will take immediate action to ensure that any violations are corrected.

I understand that any violations of law that result from the applicant's operations under the authority of an Urban Design Permit may result in a citation being issued to the permit holder or management on site, or prosecution by City, County, State, or Federal authorities.

When operations pursuant to an Urban Design Permit are being conducted, one or more employees of the permit holder will be supervising such operations and will be taking immediate action to ensure that any violations are corrected. I will familiarize any employee who is overseeing business operations or the operation of activities authorized by the Urban Design Permit with any applicable ordinances, laws, codes or regulations and will inform them of their responsibilities.

I understand that an Urban Design Permit is non-transferable. If my business changes ownership, I will either need to remove my Parklet, Sidewalk Café, or Tables & Chairs, or the new owner must obtain a new permit. If ownership of the property abutting the right-of-way upon which operations are being conducted pursuant to an Urban Design Permit changes, I will submit an updated Urban Design Permit Property Owner Consent form.

I understand that the City of Tulsa may require me to temporarily remove my Parklet, Sidewalk Café, or Tables & Chairs under certain circumstances. In these situations, I may need to store my Parklet, Sidewalk Café, or Tables & Chairs off-site. I agree not to reinstall my Parklet, Sidewalk Café, or Tables & Chairs until instructed to do so by the City of Tulsa. I agree that I am responsible for all costs and expenses associated with the removal and re-installation.

I understand that permanent removal may be required when the Parklet, Sidewalk Café, or Tables & Chairs present a major public safety hazard; or when I fail to comply with the conditions specified in the manual, or the applicable ordinances. In the event that my permit is revoked, I agree to remove the Parklet, Sidewalk Café, or Tables & Chairs within 24 hours. I agree that I am responsible for all costs and expenses associated with the removal. In the event that removal is not completed within 24 hours, I am responsible for all removal costs and expense incurred by the City of Tulsa. Upon permanent removal, I agree to restore the right-of-way area utilized for Urban Design Permit to its original or better condition.

Applicant Signature

Date

9. Property Owner Consent

I, _____ (Property Owner),
authorize _____ (Business Owner)
to operate the Urban Design Permit for _____
_____ (Business).

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

I understand that the operator of the Urban Design Permit is required to comply with all applicable City, County, State, and Federal laws, ordinances, regulations, and rules.

I understand this consent may be revoked in writing, with the revocation to become final at the end of a full permit cycle. For Parklet permits, the cycle ends on March 31st of the same year or the next year, whichever comes first. For Sidewalk Café and Tables & Chairs permits, the cycle ends on June 30th of the same year or the next year, whichever comes first. Any revocation received within thirty (30) days before the expiration of the permit shall become effective thirty (30) days after receipt. Written revocation must be submitted to:

City of Tulsa
City Design Studio
175 E. 2nd St., Suite 480
Tulsa, Oklahoma 74103

I understand that as the property owner, I am ultimately liable for any damage resulting from the use of the right-of-way pursuant to the issuance of an Urban Design Permit and I am responsible for reconstructing, maintaining and repairing the right-of-way, including, but not limited to, sidewalks, curbs, driveways, and parking area abutting or immediately adjacent to property. I understand that I, as the property owner, am ultimately responsible for any removal costs if the business owner does not remove the Parklet, Sidewalk Café, or Tables & Chairs as required by the City of Tulsa.

Property Owner (or authorized representative) Signature

Date

Property Owner(s) Name: _____

Representative Name and Title: _____

Phone: _____

Mailing Address: _____

City: _____ State: _____ ZIP: _____



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10. Insurance and Endorsement

Insurance requirements for street and sidewalk use permits: The City of Tulsa requires the following two documents for Street and Sidewalk Use Permits. The certificate and endorsement must be approved by 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).
 - Notification of Cancellation:
 - The City of Tulsa requires thirty (30) days written notice from the insurance company prior to cancellation of the policy.
 - In the "Description of Operations..." section of the certificate:
 - Indicate the type of permit requested (Parklet/Sidewalk Café/Tables & Chairs 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.
 - Include the following language: "The City of Tulsa is an additional insured per attached [insert name of endorsement] endorsement".

2. An additional insured endorsement form: The City of Tulsa accepts endorsements referring to permits and state or political subdivisions:
 - The City of Tulsa must be listed in the schedule section of any endorsement where one is included.
 - The policy number on the certificate and on the endorsement must be an exact match.
 - Accepted Endorsement: Street and Sidewalk Use Permit Endorsement

Insured: _____

Affording Co: _____

Policy Number: _____

Effective: _____

This policy shall bear also 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, City Design Studio, 175 E. 2nd St., Suite 800, Tulsa, OK 74103."

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



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11. Maintenance and Support Agreement (For Parklet Permit Only)

Parklet permits issued by 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 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 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 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.

Applicant Name: _____

Applicant Signature: _____

Date: _____



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12. Site Plan Checklist

Visible Items: 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 off as "N/A" (not applicable).

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

Dimensions & Annotations

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
- 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*)

13. Design Standard Checklist

	Yes	No	N/A
Will a minimum of 5' wide unobstructed pedestrian zone be provided at all times?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Will setbacks meet minimum ADA standards ?.....	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Will setbacks meet the City of Tulsa Ordinance requirements?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Will a 3' clear path of travel from any building exit be maintained at all times?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
If proposing a fence, does it comply with the ADA standards ?.....	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Is the furniture for the Parklet/Sidewalk Café/Tables & Chairs movable?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>