



Urban Design Permit

Renewal Application

2 W. 2nd St., Suite 800, Tulsa, OK 74103 | urbandesign@incog.org | 918-584-7526

STAFF USE ONLY	
Permit No.:	_____
Received:	_____

1. Program Type & Fees

Select one: Parklet Sidewalk Café Tables & Chairs

Parklet	Renewal Application			\$100
	Metered Parking Space - Private parklet	\$1,175 x	=	\$
	Metered Parking Space - Public parklet	\$585 x	=	\$
Sidewalk Café	Renewal Application			\$105
Tables & Chairs	Renewal Application			\$105
Total Amount Due (make checks payable to INCOG)				\$

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. 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*)
- Proof of Insurance
- Copies of City and State Food & Liquor Licenses (*not required for Tables & Chairs permit*)

5. 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, and the activities conducted pursuant to the 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 which are relevant to this application, 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 permanent construction of a permanent structure over or upon any easement, dedication or right of way.

Applicant Signature

Date



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6. 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

7. 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:

Tulsa Planning Office
2 W. 2nd St., Suite 800
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: _____