



THE CITY OF OKLAHOMA CITY
Public Works Department
REVO-20 ____ - ____

REVOCABLE PERMIT – “STREATERY”

This Revocable Permit made and entered into this ____ day of _____, 20____ by and between the City of Oklahoma City, (“City”) and _____, (“Permittee”).

WHEREAS, the Permittee desires to construct, erect, operate, and maintain a “streatery” (street + eatery) to allow for the expansion of outdoor dining of a restaurant or bar utilizing the on-street parking space(s) adjacent to their business and within a portion of the public way, easement, or City-owned property located at _____ in Oklahoma City, Oklahoma.

NOW THEREFORE, in consideration of the covenants and agreements hereinafter set forth, it is mutually agreed by the parties hereto as follows:

1. City hereby issues the Permittee a Revocable Permit for the purpose of temporary construction, erection, operation, and maintenance of the streatery within, over, under, or on a portion of the public way, easement, or City-owned property at the above address in accordance with the Permittee’s application and approved plans and specifications incorporated herein.
2. Permittee acknowledges and agrees that Permittee’s application, plans, and specifications accurately represent the purpose of the temporary construction, erection, operation, and maintenance of the streatery within, over, under, or on a portion of the public way, easement, or City-owned property at the above address.
3. Permittee agrees that this Revocable Permit is subject to the following conditions and agrees to obtain other permits, if required, to construct, erect, operate and maintain the streatery, which:
 - Is located on a street with speed limit of 30 mph or less;
 - Is not located within 15 feet of a fire hydrant or within 60 feet of a bus stop;
 - Is limited in size to two parallel parking spaces or three angled spaces adjacent to the restaurant/bar and does not include reserved parking spaces for the physically disabled;
 - Is designed and constructed to be ADA compliant and access into the streatery is provided only from the curb side;

- Is physically defined by a highly visible raised perimeter no greater than 3 feet tall along all sides adjacent to parking and traffic lanes;
 - Is demarcated by reflective tape (meeting or exceeding the requirements of DOT C2) on all sides of the perimeter adjacent to parking or traffic lanes;
 - Is set back from abutting parking spaces and the edge of the traffic lane to provide a minimum of 2 feet of clearance, any gap between a platform and the curb is 1/2 inch or less;
 - Does not include an overhead roof or other structures as covering(s);
 - Does not block storm drains, gutters, or access to City utilities; and
 - Does not require bolting or any type of mechanical fastening that can cause damage to the street or sidewalk.
4. Permittee agrees to construct, erect, operate, and maintain said streatery in a safe and proper manner, with an attractive appearance. Permittee further agrees and understands that Permittee acts at its own risk constructing, erecting, operating, or maintaining the streatery within, over, under, or upon the City's public way, easement or City-owned property.
 5. Permittee agrees that all construction, erection, operation, and maintenance with the public way, easement, or City-owned property will be in accordance with City ordinances, standard specifications, and the City Engineer's approval.
 6. Permittee shall be responsible for protecting all existing utilities and other improvements within the streatery area located in the public way, easement, or on City-owned property.
 7. Permittee shall be responsible for replacing all traffic control devices that are damaged, destroyed, or removed during construction, erection, operation, and maintenance. Devices shall be in conformance with the City's MUTCD. Contact the City's Traffic Management to schedule inspections and for traffic lane closures, traffic operations, signal locates, and conduit location (405) 297-2581, two business days prior to construction, erection, operation, and maintenance. All traffic lanes must be open from 7:00 am to 9:00 am and 4:00 pm to 6:00 pm.
 8. It is mutually agreed and understood between the parties hereto that by reason of the issuance of the Permit, the Permittee acquires no property or contract rights in the City's public way, easement, or City-owned property.

9. Permittee agrees to defend, protect, and save harmless the City from any and all damages, claims, or causes of action whatsoever arising out of the construction, erection, operation, maintenance, and existence of the streatery or City use of public way, easement, or City-owned property or requiring Permittee to remove or relocate the streatery.
10. Further, it is mutually agreed and understood between the parties that the streatery is temporary and this Revocable Permit may be revoked or cancelled at the discretion of the City Engineer at any time.
11. Permittee agrees that in the event of revocation, it will comply with the revocation order and will promptly restore the City's public way, easement, or City-owned property to the original condition at Permittee's own expense. It is expressly agreed and understood between parties that should it become necessary to remove or relocate the streatery permitted herein or in part as to allow the City to utilize the public way, easement, or City-owned property in any manner permitted by law, the City shall not be deemed responsible for any loss or damaged suffered by reason of such removal or relocation. If not timely removed or relocated, then the City can remove or relocate without liability for damage or loss suffered by Permittee.
12. This Revocable Permit shall allow the permitted streatery to be temporarily located in the public right-of-way until December 30, 2020. The Permittee shall be responsible for maintaining the streatery, including daily cleaning, maintenance and pest control and for coordinating and paying for removal by or before the expiration of this date.
13. Permittee provided evidence of liability insurance for a minimum coverage of \$1 million naming the City of Oklahoma City as additional insured is also required for approval.
14. Permittee shall not assign or transfer this Revocable Permit without written approval of the City Engineer.

PERMITTEE

THE CITY OF OKLAHOMA CITY

BY: _____

BY: _____

City Engineer