

# City Contract

Version 5.1 released on 2/29/24

This form should be used for all types of contracts including Agreements (excluding Grant Agreements), Contracts, CBAs, MOAs, and MOUs. In addition to requests for New Contracts, Amendments and Renewals, this form should be used for Statutory Change Orders, Quantity Adjustments, Final Payments and Permission to Continue requests.



<b>CITY COUNCIL USE ONLY</b> Date Received: _____ Committee Date: _____ 1 <sup>st</sup> Agenda Date: _____	Tracking #: _____ Committee: _____ Hearing Date: _____ 2 <sup>nd</sup> Agenda Date: _____	<b>CITY CLERK USE ONLY</b> <input type="checkbox"/> Scanned      Date: <u>03.16.2024</u> <input type="checkbox"/> Posted         Item #: <u>2403.00623</u>
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**All department items requiring Council approval must be submitted through the Mayor's Office.**

## Primary Details

**Contract Phase**  
 New Contract     Renewal     Amendment     Statutory Change Order     Supplemental Documentation     Quantity Adjustment     Final Payment     Permission to Continue     IDP Formal Acceptance     **Terminate/Cancel**

Board Approval	Other Board Name	City Council Approval <input checked="" type="radio"/> Yes <input type="radio"/> No	Contract Number 15162
Department Public Works	Contact Name Gary McClendon	Email gmccclendon@cityoftulsa.org	Phone 918-596-2578

Vendor Name(s) Tulsa Housing Authority	Vendor Number <u>877</u>	Description (Subject) Revocation/Termination of License Agreement for Comanche Park and Apache Manor <small>This should match the Munis description field but should be different from Contract Type or Subtype</small>
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Contract Type	Contract Subtype	Bid/Project Number	Contract Amount
Site Address 3608 N Quaker Ave and 2402 N Marion Ave <small>IDP, Real Property, or other property related contract address</small>		Site Parcel No.	

## Budget

<b>Contract Funding Type</b> <input type="radio"/> No Payment Involved <input type="radio"/> Revenue Contract <input type="radio"/> Expense Contract <small>Affidavit of Claimant should be attached to the contract for Expense Contracts</small>	<b>Funding Source(s)</b>  <p style="text-align: right;"><b>TOTAL:</b>  <small>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)</small></p>
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## Approvals

Department: _____ Legal: _____ Board: _____ Mayor: <u>[Signature]</u> Other: _____	Date: <u>3/5/2024</u> Date: <u>MARCH 1 XXIV</u> Date: <u>MAR 13 2024</u> Date: _____
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## Policy Statement

### Background Information

In 1994 the City issued a license agreement to the Tulsa Housing Authority to construct security entrances for Comanche Park and Apache Manor, 3608 North Quaker Avenue and 2402 North Marion Avenue, respectively. Those apartment complexes have now been demolished and removed, so the License Agreement may be revoked and terminated.

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*Provide background information on the requested action.*

### Summation of the Requested Action

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*Summarize the pertinent details of the requested action*

### Other Pertinent Details

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*Provide any additional information that should be considered when considering approval of this contract document*

## 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

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**REVOCATION / TERMINATION OF LICENSE AGREEMENT**

WHEREAS, on or about March 31, 1994 the City of Tulsa granted a License Agreement to the Housing Authority of the City of Tulsa (copy attached), recorded at Book 5614, Page 0478 in the office of the Tulsa County Clerk; and

WHEREAS, that License Agreement was revocable at will by the City Council, as provided in Tulsa City Charter Article VIII, Section 13; and

WHEREAS, the improvements which were constructed pursuant to that License Agreement have now been demolished and removed, so the License Agreement is no longer needed;

NOW, THEREFORE, premises considered, the City of Tulsa hereby revokes and terminates the attached License Agreement, as authorized by Tulsa City Charter Article VIII, Section 13.

CITY OF TULSA, OKLAHOMA,

a municipal corporation,

\_\_\_\_\_  
City Council Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED:

\_\_\_\_\_  
City Attorney

*Shirley (M. SWINNEY)*

5614 0478

**LICENSE AGREEMENT**

THIS AGREEMENT made and entered into this 7<sup>th</sup> day of April 1994, ~~1993~~, by and between the CITY OF TULSA, OKLAHOMA, a municipal corporation, Party of the First Part, (hereinafter referred to as "Licensor"), and the HOUSING AUTHORITY OF THE CITY OF TULSA, (hereinafter referred to as "Licensee").

**W I T N E S S E T H :**

WHEREAS, Licensee desires to construct certain security entrance improvements upon City right-of-way at entrances to Apache Manor and Comanche Park Apartments; and

WHEREAS, Licensor is agreeable to allowing said encroachment pursuant to the terms and conditions contained herein.

NOW, THEREFORE, it is hereby agreed and covenanted by and between the parties hereto as follows:

1. Licensor does hereby grant a license to Licensee to allow for construction, installation and maintenance of security entrance improvements upon said City of Tulsa right-of-way as depicted on Exhibits "B", "B-1" "C" and "C-1", attached hereto, upon the following described property:

**Comanche Park Security Entrance**

Beginning from a point on the center line of North Quaker Avenue 541.41' East and 62.00' North of the SW Corner of Section 18, Township 20 North, Range 13 East extending 30.00' each side of said center line for a distance of 40.00'; thence Northeast 60.00' along a curve described as:  $\Delta = 27^\circ-56'-00''$ ;  $D = 15^\circ$ ;  $R = 381.97'$ ;  $T = 95.00'$ ;  $L = 186.22'$  to the ending point located on the said center line of North Quaker Avenue.

**Apache Manor Security Entrance**

Beginning at a point 90.00' South, 125.00' West of the Northeast Corner, West 1/2, Northeast 1/4, Northwest 1/4, Section 28, Township-20-North, Range-13-East; and extending 25.00' each side of a 84.00' line bearing South  $0^\circ-04'-41''$  West located on the center line of North Marion Avenue to the ending point.

2. Said license shall be revocable at will by either party and shall be subject to and subordinate to the right of the Licensor to construct, operate and maintain any public facilities in, above and under said public right-of-way.

3. Licensee shall bear, pay and discharge any and all obligations, costs, fees or expenses incurred or charged for the construction or erection of said improvements in or connected with the subject premises, and will bear, pay and discharge all costs or expenses incurred, charged or imposed in connection with the maintenance or repair of such improvements within the subject premises during the term of the license.

CITY OF TULSA  
OFFICE OF CITY CLERK  
200 CIVIC CENTER - ROOM 904  
TULSA, OKLAHOMA 74103

orig 5614 0479  
4. Licensee shall not make or suffer any use or occupancy of the subject premises contrary to any law or ordinance currently in effect or hereafter adopted.

5. Licensee shall indemnify and hold Licensor harmless of and from any and all claims, suits, actions or judgments, including all expenses, attorney fees, witness fees, cost of defending any such action or claims, or appeals therefrom, which arise out of or from the maintenance or use of the subject premises by Licensee, its agents, servants, employees, invitees, licensees, assignees or trespassers thereon, including any interference or damage to any person or property.

6. In the event of the default or breach of, or failure to comply with any of the terms, conditions or requirements of this license by the Licensee, then, and in that event, this license shall automatically and forthwith terminate and Licensor shall be entitled to the immediate and peaceful possession of the subject premises, providing that the waiver by Licensor of any breach or default shall not be construed as a waiver of any future or subsequent breach or default on the part of the Licensee.

7. It is further agreed and understood that this license is not transferable without prior written consent of Licensor.

8. It is further understood and agreed by and between the Licensor and Licensee that in the event of the termination of the license as herein provided, Licensee shall, in the event Licensor so desires, and after receiving prior written demand by Licensor, remove the herein described improvements and repair the right-of-way of the City of Tulsa, Oklahoma, to the state and condition of its existence prior to said improvements.

9. This agreement shall become effective on the date that it is executed by Licensor and shall remain in effect until terminated as provided herein.

10. This agreement shall be binding upon and inure to the benefit of the parties herein, their successors and assigns.

IN WITNESS WHEREOF, this agreement has been executed in multiple copies on the dates set forth below.

Executed by the CITY OF TULSA, OKLAHOMA, a municipal corporation, this 31 day of March, 1994, A.D.

CITY OF TULSA, OKLAHOMA,  
a municipal corporation,

By: [Signature]  
Chairman of the Council

Date: March 31, 1994, A.D.

FILED  
CITY OF TULSA

APR - 7 1994


\_\_\_\_ A.M. \_\_\_\_\_ P.M.  
Office of City Clerk  
By \_\_\_\_\_  
DEPUTY



5611 0481

Before me, the undersigned, a Notary Public in and for said County and State, on this 7<sup>th</sup> day of April, 1994, personally appeared Robert G. Lemons to me known to be the identical person who subscribed the name of the City of Tulsa, Oklahoma to the foregoing instrument as its Mayor and <sup>pro tem</sup> acknowledged to me that He executed the same as His free and voluntary act and deed and as the free and voluntary act and deed of such municipal corporation for the uses and purposes therein set forth.

GIVEN under my hand and seal the day and year last above written.

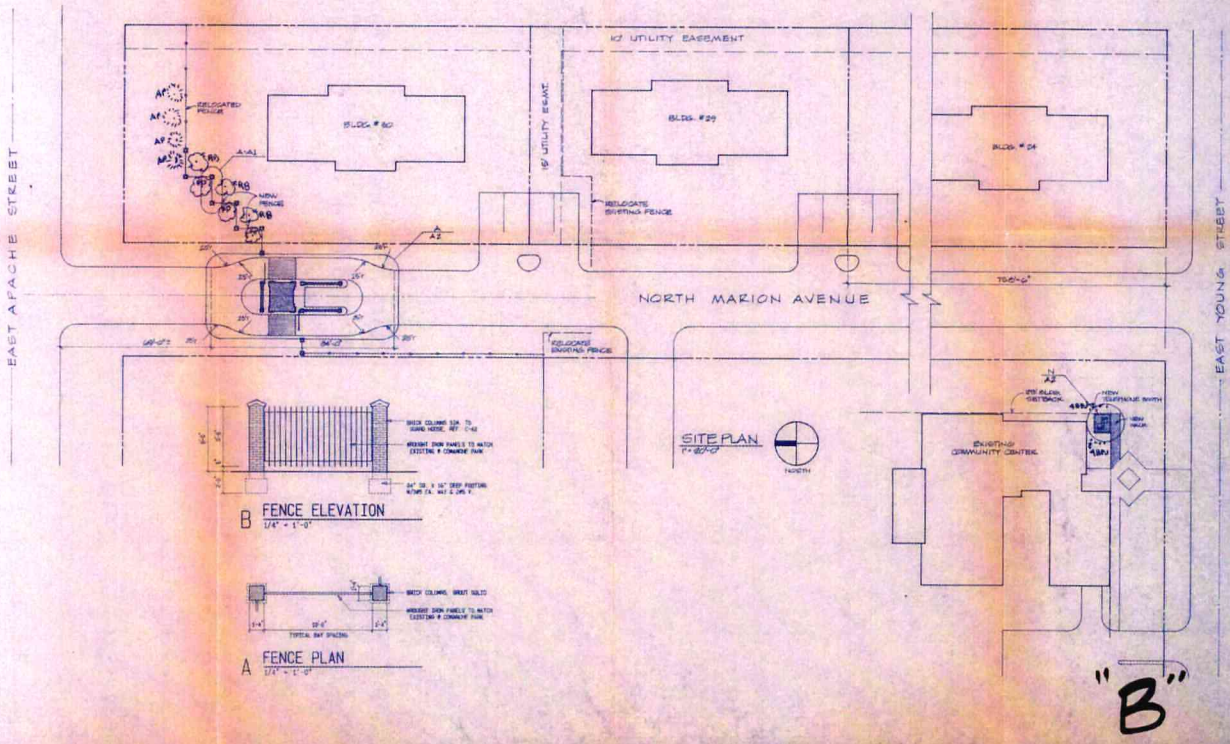
Shirley A. Gray  
Notary Public  


My Commission Expires:  
11-29-96  
(Seal)

**FILED  
CITY OF TULSA**

**APR - 7 1994**

\_\_\_\_\_ A.M. \_\_\_\_\_ P.M.  
Office of City Clerk  
By \_\_\_\_\_  
DEPUTY



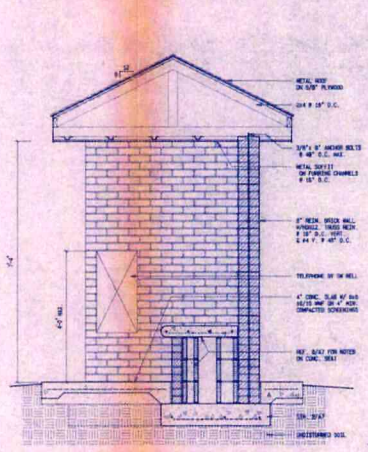
THE BOLD GROUP, INC.  
 2101 S. BROADWAY, SUITE 8  
 TULSA, OKLAHOMA 74106  
 TEL: 918.582.1212

APACHE MANOR APARTMENTS  
 1400 WEST WATKINS, TULSA, OKLAHOMA  
 ADDITION/RENOVATION

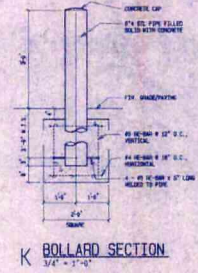
HOUSING AUTHORITY OF THE CITY OF TULSA  
 1100 EAST WATKINS, TULSA, OKLAHOMA 74106  
 PHONE: 744-2821

SITE PLAN  
 A1

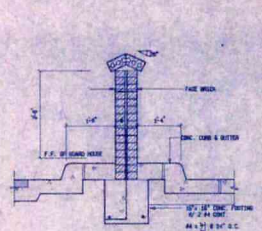
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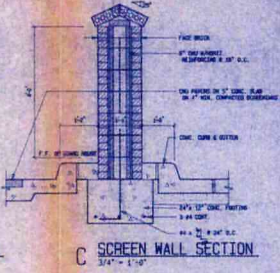
M KIOSK SECTION  
3/4" = 1'-0"



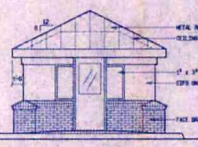
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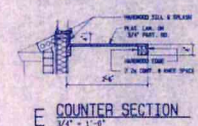
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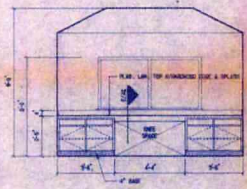
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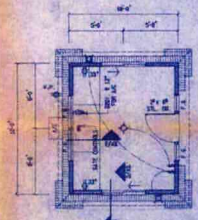
J SOUTH ELEVATION  
1/4" = 1'-0"



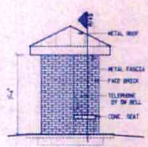
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1/4" = 1'-0"



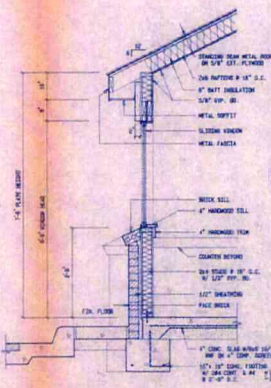
D GUARD HOUSE PLAN  
1/8" = 1'-0"



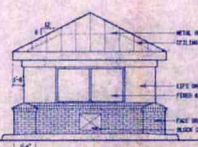
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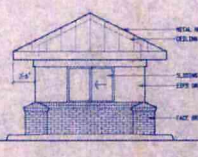
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1/4" = 1'-0"



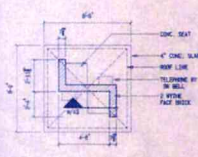
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3/4" = 1'-0"



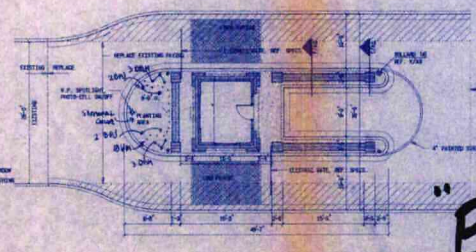
H NORTH ELEVATION  
1/4" = 1'-0"



G EAST ELEVATION (WEST SAME)  
1/4" = 1'-0"



N KIOSK FLOOR PLAN  
1/4" = 1'-0"



A GUARD HOUSE SITE PLAN  
1/8" = 1'-0"

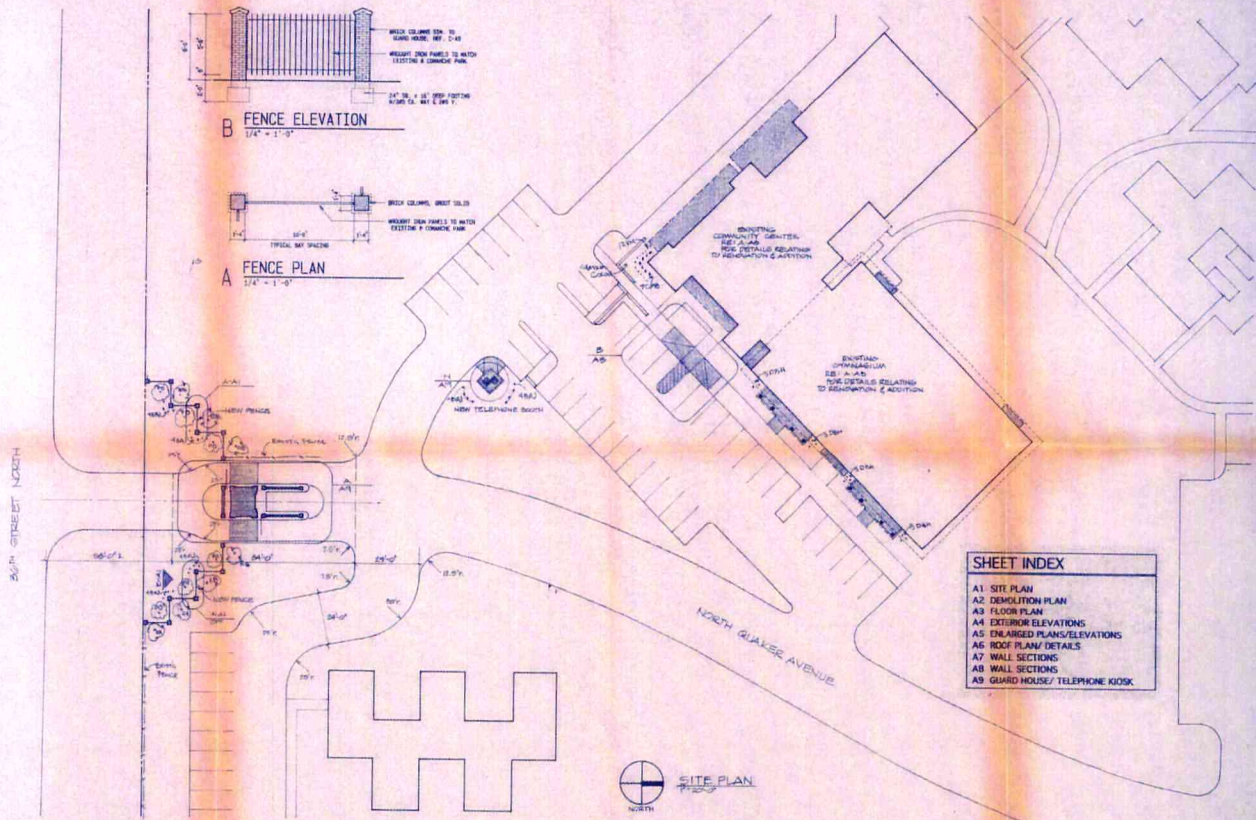
B-1

THE BYRD GROUP, INC.  
2815 S. GARDNER, SUITE 100  
HOUSTON, TEXAS 77058  
TEL: 713-766-7100

APACHE MANOR APARTMENTS  
4401 WESTMAN ROAD, SUITE 100  
HOUSTON, TEXAS 77056  
ADDITION/RENOVATION

HOUSTON AUTHORITY OF THE CITY OF HOUSTON  
1000 WESTMAN ROAD, SUITE 100  
HOUSTON, TEXAS 77056  
TEL: 713-766-7100

GUARD HOUSE, TELEPHONE KIOSK  
SHEET  
A2



THE BOYO GROUP, INC.  
300 N. WASHINGTON, SUITE 8  
TULSA, OKLA. 74103  
(918) 584-7148

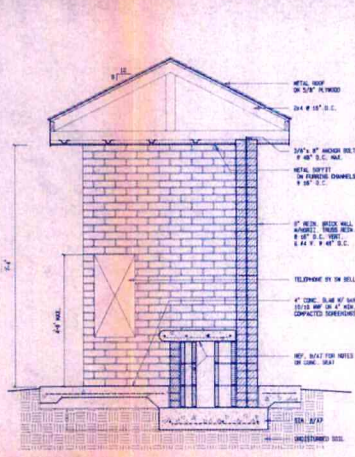
COMANCHE PARK COMMUNITY CENTER  
300 N. WASHINGTON, TULSA, OKLAHOMA  
93 RENOVATION

HOUSING AUTHORITY OF THE CITY OF TULSA  
415 EAST LABORER DRIVE  
TULSA, OKLA. 74103

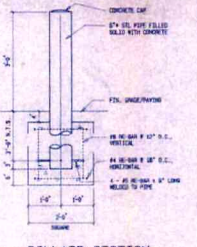


SHEET  
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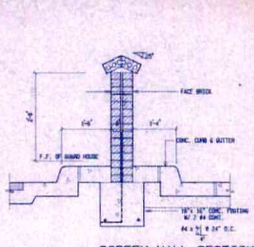
"C"



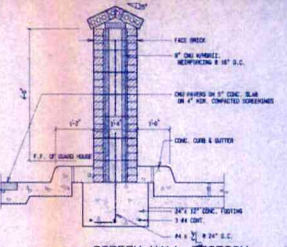
M KIOSK SECTION  
3/4" = 1'-0"



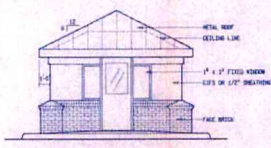
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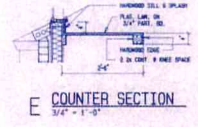
F SCREEN WALL SECTION  
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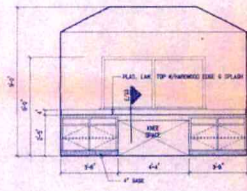
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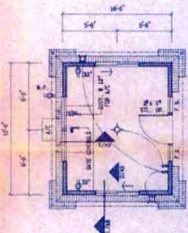
J NORTH ELEVATION  
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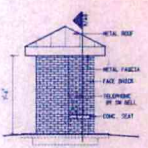
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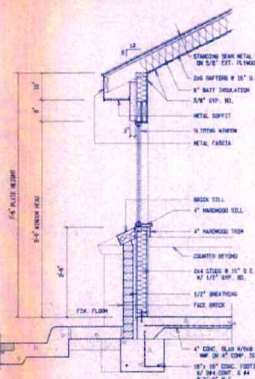
D GUARD HOUSE PLAN  
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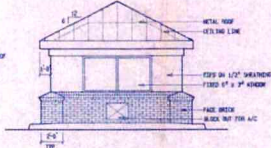
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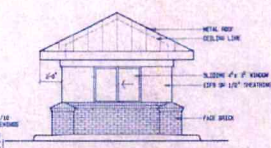
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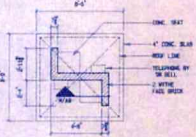
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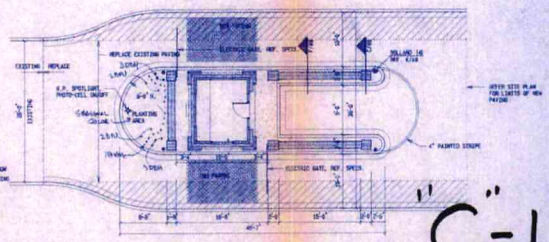
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1/4" = 1'-0"



A GUARD HOUSE SITE PLAN  
1/8" = 1'-0"

C-1

THE BOYD GROUP, INC.  
3410 S. HARVARD, SUITE 8  
TULSA, OKLAHOMA 74106  
(918) 439-7400

COMANCHE PARK COMMUNITY CENTER  
3900 WEST BLISS, TULSA, OKLAHOMA  
ADDITION/RENOVATION

HOUSING AUTHORITY OF THE CITY OF TULSA  
445 EAST WASHINGTON  
TULSA, OKLAHOMA 74101  
(918) 591-3411

GUARD HOUSE, TELEPHONE KIOSK

DATE: 3. 1988  
SHEET  
A9