Real Property
Version 1.6 released on 6/29/23

Version 1.6 released on 6/29/23
DO NOT USE FOR: Contracts, Deeds, Easements, Law Suits, or Leases

Pulminon 21



All department its Primary Details Board Approval	2 nd Agenda Date: ems requiring Council approval	must be submitted thre		
350000 1 00000			ougn the Ma	yor's Office.
Board Approval				
		Other Board Name		City Council Approval ✓ Yes ○ No
	Contact Name Tony Glynn	Email TGLYNN@cityoftulsa.	org	Phone 918-596-9245
Real Property Record Type License Agreement or Revocation		Name The Southern Pointe H	Homeowners	Association
Subject (Description) Install and maintain certain improvem	nents.	Owner-Grantor, Buyer, Selle	er, etc.	
Bid/Project Number 5-4-24-39	Project Title			Council District 8
	Township 18	Range 13		Parcel
Lot	Block	Addition Southern Pointe		
Address E 87th Street and S Yale Avenue		Additional Information/Tra	icking Number	9
Physical property address or cross streets. Do	not include punctuation marks.	-		
Budget				
Funding Source(s)				

Approvals

(144104.AbstrTitle5413102.6001-4043122-541102-\$30,000.01)

Department: Legal: Calching If WOOR

Board: Mayor: Other:

Enter the funding source(s) using the appropriate Munis funding format: Org (Allocation Code)-Object-Amount (1001211-531401-\$10,00) or Project String-Amount

Date: 6/7/2024

Date: 0/20/24

Date: Date:

6/7/24, 9:06 AM

RFA Form System

Policy Statement

Background information

Submitted is a license agreement between the City of Tulsa and The Southern Pointe Homeowners Association, to install, use, and maintain specialized cobblestone pavement and eastern landscape island feature in and upon the street right of way. The location is shown in the attached Exhibit. The request for the license agreement was reviewed by City of Tulsa staff, representatives of various authorities, boards, commissions, and private utilities with no objections. The Public Works Department recommends approval of the attached license agreement.

Provide Background information on the requested action.

Summation of the Requested Action

Approval of this license agreement. PDZ Summarize the pertinent details of the requested actio

Other Pertinent Details

Location: E 84th Street and S Yale Avenue, Tulsa, OK 74137; S15-T18-R13, 5-4-24-39

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 (addt'l signature copies attached)

Must be filed with other governmental entity

☐ Addt'l governmental entity approval(s) required

Additional Routing and Processing Details

Original to be picked up by Courtney Jones 596-9549

LICENSE AGREEMENT

THIS AGREEMENT, made and entered into by and between the CITY OF TULSA, OKLAHOMA, a municipal corporation, 175 East Second Street, Tulsa, OK 74103 (hereinafter referred to as "City") and THE SOUTHERN POINTE HOMEOWNERS ASSOCIATION, an Oklahoma not for profit corporation (hereinafter referred to as "Licensee"),

WITNESSETH:

WHEREAS, City owns certain street right-of-way, adjacent to:

RESERVE A of SOUTHERN POINTE, an addition in the City of Tulsa, Tulsa County, State of Oklahoma, according to the recorded Plat No. 4701 thereof;

WHEREAS, Licensee has applied for a license to install, use, and maintain certain improvements, to-wit; specialized cobblestone pavement and eastern landscape island feature in and upon the said street right-of-way, and

WHEREAS, City is agreeable to the issuance of said license, subject to the covenants and conditions set forth below;

NOW, THEREFORE, IT IS HEREBY AGREED BY AND BETWEEN CITY AND LICENSEE AS FOLLOWS:

- City does hereby grant this license to Licensee to construct, install and maintain the said improvements, in substantial conformity with attached Exhibit "A", in and upon City's street right-of-way, provided that such use does not unreasonably interfere with public use of the said property.
 - The Engineering Staff of the City of Tulsa Public Works Department has
 reviewed the installer's (Architectural Paving Systems) concrete submittal
 and deemed it non-compliant with City standard design requirements for
 paving concrete, as specified in City of Tulsa General Construction Note #23
 (prohibiting the use of fly ash in concrete) and the Oklahoma Standard
 Specifications for Highway Construction (ODOT 2019) (Ref: Section 701Portland Cement Concrete), as adopted by City Ordinance.
- 2. This license is unconditionally revocable at any time at the will of City and is subject to and subordinate to City's right to maintain, use, alter or excavate any portion of City's said street right-of-way. This license is subject to and subordinate to any rights heretofore or hereafter granted by City to any public utility or franchise holder, to construct, install, operate, maintain, repair or replace any utility or appurtenance thereto, or to use any portion of City's said street right-of-way. Should removal, construction, and/or excavation become necessary

5-4-24-39 Page 1 of 5

in City's opinion, Licensee releases City from any liability for any loss or damage to Licensee's improvement(s); City shall not be responsible to replace any of Licensee(s) improvement.

- 3. The said improvements shall at all times be and remain the property of Licensee. It is specifically agreed that Licensee shall install and maintain said improvements at Licensee's own expense, and at Licensee's own risk. During the term of this agreement, Licensee shall maintain the said improvements in a functional, safe and attractive condition.
- 4. City, and its employees, officers, elected officials and agents, shall not be liable for any and all claims, suits, actions or judgments, including all expenses, attorney fees, witness fees and costs of defending any such claim, or appeals therefrom, which arise in any way out of Licensee's installation, use or maintenance of said improvements, including, but not limited to, any interference or damage to any third person or property.
- 5. Upon termination of this license as herein provided, Licensee shall, if City so desires, and after receiving prior written demand from City, remove said improvements and restore the said street right-of-way, as nearly as is practical, to the state and condition of its existence prior to the installation of said improvements, ordinary wear and tear excepted, to the reasonable satisfaction of City.
- 6. Nothing herein shall-release Licensee or its contractors from their duty to obtain necessary permits and comply with all applicable ordinances, laws and regulations, including but not limited to mechanical, electrical and building codes, fire and safety regulations, ADA standards, street-closing and zoning ordinances
- This license, when duly recorded in the office of the County Clerk, shall bind Licensee's successors in title, and shall run with the land.
- This license is not assignable or transferable by Licensee without the prior written consent of City.
- The effective date of this agreement shall be the date on which it is executed by the City of Tulsa

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the dates set forth below.

5-4-24-39 Page 2 of 5

THE SOUTHERN POINTE HOMEOWNERS ASSOCIATION, an Oklahoma not for profit corporation

By:

Name: Floyd Schulte Title: President

STATE OF OKLAHOMA) ss COUNTY OF TOLSQ)

Acknowledged before me this day of June, 2024, by Floyd Schulte, as President of the THE SOUTHERN POINTE HOMEOWNERS ASSOCIATION, an Oklahoma not for profit corporation.

Notary Public

My Commission Expires:

3-20-27



	APPROVED:
Caroline Pwolf Assistant City Attorney	Director
APPROVED BY CITY COUNCIL:	
Date:	BY:
STATE OF OKLAHOMA)	
STATE OF OKLAHOMA)) ss. COUNTY OF TULSA)	
Before me, a Notary Public i of, 2024, personal person who approved the within and fore. Tulsa, Oklahoma, and acknowledged to make the free and voluntary act and deed and as	In and for said County and State, on the day ally appeared Jeannie Cue, to me known to be the identicate going instrument as Chair of the City Council of the City one that she approved the within and foregoing instrument as the free and voluntary act and deed of the City Council of the dipurposes therein set forth.
Before me, a Notary Public i of, 2024, persona person who approved the within and fore Tulsa, Oklahoma, and acknowledged to n	ally appeared Jeannie Cue, to me known to be the identical going instrument as Chair of the City Council of the City of the that she approved the within and foregoing instrument a the free and voluntary act and deed of the City Council of the
Before me, a Notary Public i of, 2024, personal person who approved the within and fore. Tulsa, Oklahoma, and acknowledged to make the free and voluntary act and deed and as	ally appeared Jeannie Cue, to me known to be the identical going instrument as Chair of the City Council of the City of the that she approved the within and foregoing instrument at the free and voluntary act and deed of the City Council of the

APPROVED BY MAYOR: CITY OF TULSA, OKLAHOMA, a municipal corporation Date: G. T. Bynum, Mayor ATTEST: City Clerk STATE OF OKLAHOMA) SS. COUNTY OF TULSA Before me, a Notary Public in and for said County and State, on the _____ day of , 2024, personally appeared G. T. Bynum, to me known to be the identical person who approved the within and foregoing instrument as Mayor of the City of Tulsa, Oklahoma, and acknowledged to me that he approved the within and foregoing instrument as his free and voluntary act and deed and as the free and voluntary act and deed of the City of Tulsa, Oklahoma, for the uses and purposes therein set forth. Notary Public My commission expires:

Application Number: 5-4-24-39

APPLICATION FOR RIGHT-OF-WAY/EASEMENT CLOSURE OR ENCROACHMENT AGREEMENT



Application is hereby made to the Ci	ty of Tulsa to consider the f	ollowing:		
Choose one: Closure Encr	roachment			
Choose one: Right-of-Way				1813
County Assessor Parcel Number: 770	073-83-15-52860		Zoning:	RS-3
Property Location: E 87th Street	et and Yale Ave			
Legal Description:				
Subdivision: Southern Pointe	(77073)		Plat No.:	
Lot: Reserve A	Block	c		
Section: 15	Township: 18		Range: 13	
If unplatted, attach legal description				
Applicant Name: Patty Parks				
Applicant Company: City of Tuls	a			
Applicant D.B.A.:				
Address: 175 E 2nd Street		_ _{City:} Tulsa	_{State:} OK	_ _{Zip:} 74103
Phone: 918-596-9244				
Secondary Point of Contact: Doug	Helt			
Phone: 918-596-9526		ftulsa.org		
Property Owner(s) of Record: South		resident: Floy	d Schultze	
C/O Beacon HOA Manag	gement			
Address: PO Box 784		_city: Bixby	state:OK	Zip: 74008-0744
Phone: 918-231-2619	_{Email:} <u>president@so</u>	uthernpointehoa	.com -or- fsch	ulte1@att.net
Signatures:				225
Applicant: Laty Chicks			Date: 5-2-2	2024
Property Owner(s):			Date:	
			Date:	
			Date:	

Application Number: 5-4-24-39

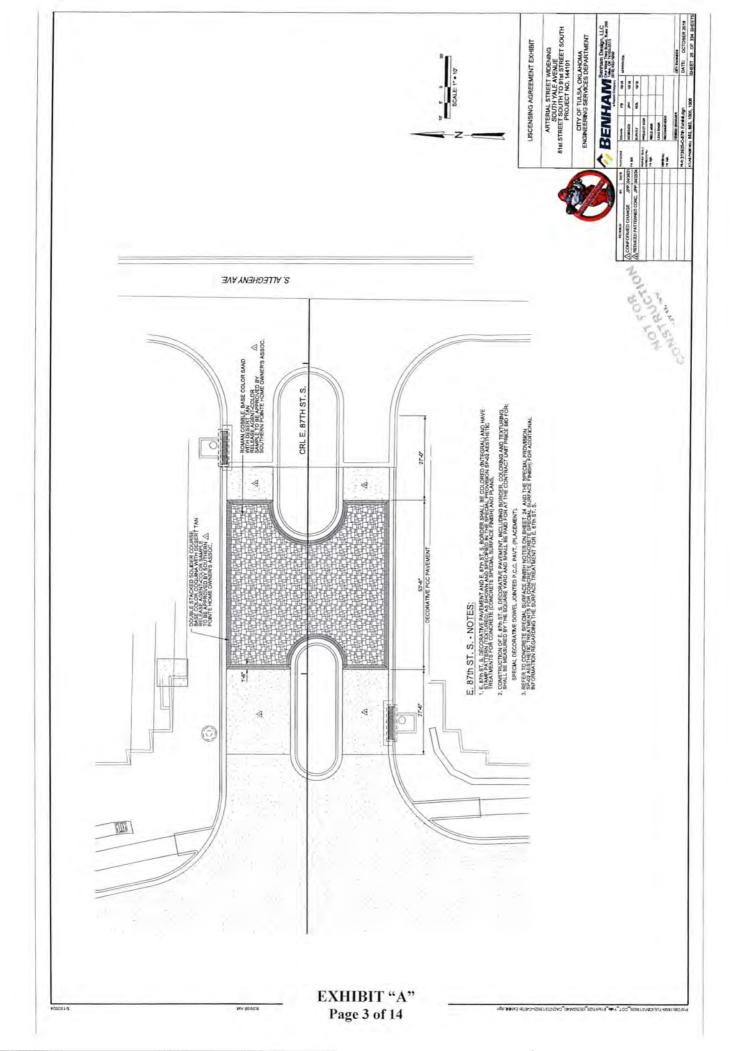
APPLICATION FOR RIGHT-OF-WAY/EASEMENT CLOSURE OR ENCROACHMENT AGREEMENT

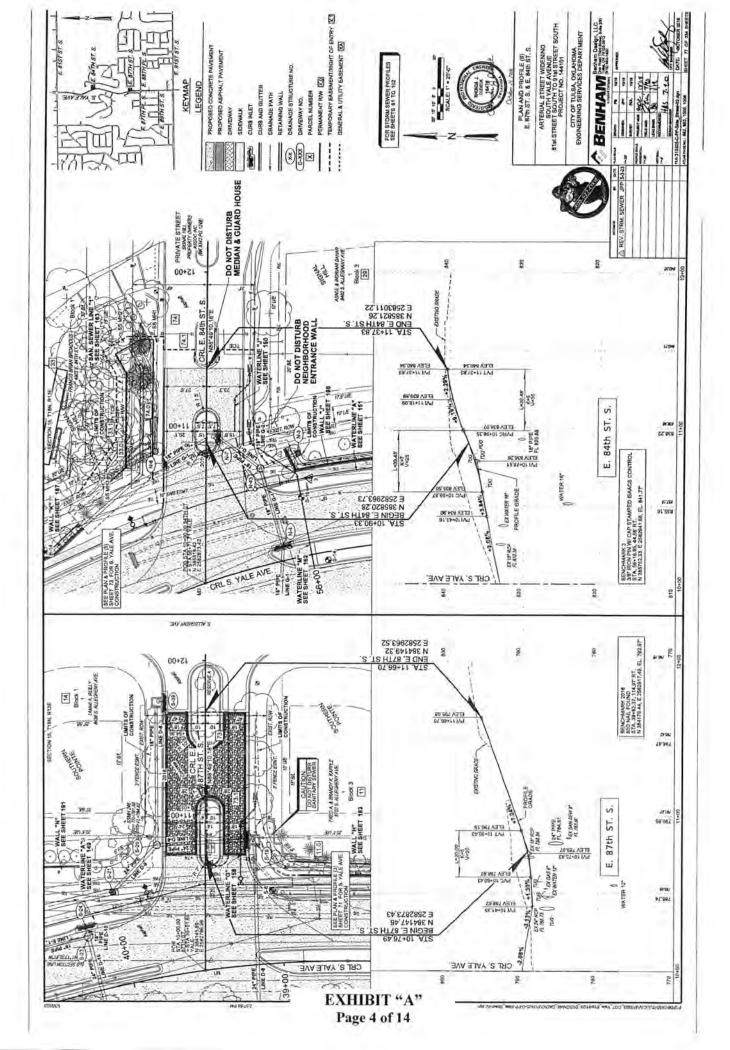


Explanation of necessity for closing right-of-way or easement or for encroaching into the right-of-way or easement.

REQUIRED: Legal Description with a Plat of Survey for all closings. For Encroachments, a digital sketch delineating the described request, showing all data pertinent to the property (refer to application instructions).

On E. 87th Street at the entrance to Southern Pointe subdivision, the City of Tulsa as part of the widening project for Yale Avenue from E. 81st Street to E. 91st Street installed a specialized cobblestone pavement treatment to the entrance within the City of Tulsa right-of-way and Southern Pointe Reserve A. (See attached exhibits from construction plan set of the City of Tulsa ROW and Southern Pointe Reserve A.) Once construction of the cobblestone area is complete and accepted by the HOA, the responsibility for maintenance of this cobblestone area within the City of Tulsa right-of-way will be the responsibility of the Southern Point HOA. In addition, the eastern landscape island feature on E. 87th Street is also partially constructed outside the Southern Pointe Reserve A and will be included in this license agreement application for encroachment in the City of Tulsa ROW.





TWIN CITIES READY MIX, INC.

Batch Design Submittal

Architectural Paving

5/17/24

PRODUCTION PLANT:

Metro

PROJECT:

Southern Point Entrance

87th and Yale Tulsa, Oklahoma

GENTLEMEN:

TWIN CITIES READY MIX, INC. IS PLEASED TO SUBMITT THE FOLLOWING READY MIX CONCRETE BATCH DESIGNS FOR APPROVAL ON YOUR ABOVE REFERENCED PROJECT.

MATERIALS INCORPORATED IN THE DESIGNS MEET THE REQUIREMENTS OF THE FOLLOWING ASTM (AMERICAN SOCIETY FOR TESTING AND MATERIALS) DESIGNATIONS: C-150, C-618, C-33, C-260, AND C-494. MIX DESIGN WEIGHTS ARE BASED ON (S.S.D.) SASTURATED, SURFACE DRY CONDITION OF THE AGGREGATES.

ALL MIX DESIGNS ARE FIGURED BY THE ABSOLUTE VOLUME METHOD AND AGGREGATE PROPORTIONING IS BASED ON THE FIELD EXPERIENCE METHOD

STRENGTH GUARANTEES ARE BASED UPON THE CONCRETE'S BEING PRODUCED AND TESTED IN ACCORDANCE WITH THE REQUIREMENTS OF ASTM C-94, DELIVERED WITHIN PROJECT SPECIFICATIONS, TO INCLUDE SLUMP, TEMPERATURE, AND TIME. EVALUATION OF CONCRETE MUST BE DONE IN ACCORDANCE WITH CURRENT ASTM STANDARDS. ALL TEST SAMLPLES MUST BE TAKEN AT THE MIXER DISCHARGE CHUTE.

WHEN ORDERING CONCRETE FOR YOUR PROJECT PLEASE REFER TO THE SPECIFIC PROJECT AND TO ONE OF THE FOLLOWING DESIGNATED MIX DESIGN #'S.

ONE CUBIC YARD WEIGHTS

		MIX DESIGN	MIX DESIGN	MIX DESIGN	MIX DESIGN	MIX DESIGN	MIX DESIGN
DESIGN # STRENGTH	psi	35-1A-3/4 3500 PSI AE					
CRS. AGG. CEMENT FLYASH CRS. AGG. SAND WATER P150 740 HRWR	Size Ibs Ibs Ibs Ibs gals ozs ozs	#67 423 47 1730 1435 29					
Air Content Slump Range	% inch	6 +/- 1.5 5 +/- 1					
W/C RATIO Usage		0.51 Stamp Mix					

TWIN CITYES READY MIX, INC.

Tim Grzelak

** PLEASE CALL IF THERE ARE ANY QUESTIONS

EXHIBIT "A" Page 5 of 14

TWIN CITIES READY MIX, INC.

Quality Control Department
"Standard Deviation (ACI 301)"

Contractor: Architectural Paving

Project: Southern Point Entrance

Mix Code: 35-1A-3/4 Date: 5/17/2024

Design Strength (f'c): 3500 psi Max W/C Ratio: 0.51

Notes: Stamp Mix

28 days Break Results

Test	Cyl # 1	Cyl # 2	1 & 2
#	psi	psi	avg
1	4550	4620	4585
2	4170	4480	4325
3	4770	4120	4445
4	4180	4130	4155
5	5010	5230	5120
6	4760	5130	4945
7	4270	4630	4450
8	4960	4880	4920
9	4920	4800	4860
10	4980	4820	4900
11	4470	4430	4450
12	4200	4290	4245
13	5420	4680	5050
14	5600	5670	5635
15	4520	4740	4630

Test	Cyl #1	Cyl # 2	1 & 2
#	psi	psi	avg
16	4830	4700	4765
17	5170	5300	5235
18	5200	5250	5225
19	4700	4700	4700
20	5350	5100	5225
21	5300	5410	5355
22	5250	5200	5225
23	5200	5400	5300
24	5350	5400	5375
25	4700	4780	4740
26	4950	5200	5075
27	5390	5500	5445
28	5400	5400	5400
29	5120	5230	5175
30	5050	5350	5200

RESULTS & CALCULATIONS BASED ON 30 TEST REPORTS

Minimum Test Report	****************		~~~~~	*********		····->	4120	psi
Maximum Test Report) 				***************************************	>	5670	psi
Average Strength			*******			·>	4939	psi
Standard Deviation					****	·>	395	psi
ACI modifier (k - factor)	************	*******			*****************		1.00	620
ACI modifier (k - factor) of	1.00 X	395	= Mo	dified Sta	andard Deviation	******>	395	psi
Specified design strength (f	'c)	-	*********			·····>		psi
ACI equation $#1 = f'cr =$	f'c + (1.34)	X	395)			4029	psi
ACI equation $#2 = f'cr =$	= f'c + (2.33)	×	395	- 500)	*****************	·····>	3920	

f'cr (required) = Larger of ACI equations #1 or #2>	4029 p	isi
Coefficient of Variation (Cv)	0.080	
Coefficient of Variation (% Cv) Expressed as a percentage	7.99%	- 1

f'c = specified design strength of concrete

f'cr = Required minimum average compressive strength of concrete using ACI 301 method

Buzzi Unicem USA

Buzzi Cement Plant 2430 S 437 Rd

Pryor Oklahoma Phone 918-825-1937

Mill Test Report

Cement Type:

Type IL (10)

Manufacture Date: N/A Silo Number:

15,16

From. September 1, 2023

To September 30, 2023

Chemical			Physical		
SiO2 (%)		18.6	Time of Set (Vicat)		
Al2O3 (%)		4.5	Initial Set (min.)	124	
Fe2O3 (%)		2.9	Final Set (min.)	222	
CaO (%)		62.2	Compressive Strength	PSI	MPa
MgO (%)		1.7	1 Day	2090	14.4
SO3 (%)		4.1	3 Day	4071	28.1
Total Alkali			7 Day	4951	34.1
(Na2O + 0.658K2O)	Avg	0.48	28 Day*	6017	
	Max	0.55	*Previous month average		41.5
	Min	0.43	Cube Flow		
Ignition Loss		5.11	Fineness, Blaine (cm2/g)	5110	
Specific Gravity		3 05	325 Mesh (%)	93.4	
Limestone (%)		10.39	Air Content (%)	4 9	
C3A (%)**		7.1	Normal Consistency (%)	26.4	
" Informative			False Set (%)	87	
			Autoclave Expansion (%)	0.019	
			Wet Expansion (C1038)	0.01	

We certify that the above described cement, at the time of shipment, meets the chemical and physical requirements of ASTM C-595.

> John Foley Ву John Foley - Quality Manager



Kansas City Performance Center 15100 E. Courtney Atherton Rd. Sugar Creek, MO 64056 Phone: (816)257-4093 Fax: (816)257-5930 REPORT DATE
FLY ASH SOURCE
COMPOSITE START DATE
COMPOSITE END DATE
SAMPLE IDENTIFICATION

09/25/2023 Northeastern Plant Oolagah 8/1/2023 2:00:00 PM 8/31/2023 2:00:00 PM NE230801-0831

CHEMICAL ANALYSES

Analysis	Value	ASTM C 618 CLASS C	AASHTO M295
SiO2 (silicon dioxide), %	37.14	CLASS C	CLASS C
Al2O3 (aluminum oxide), %	18.48		
Fe2O3 (iron oxide), %	5.78		
SiO2+Al2O3+Fe2O3, %	61.40	50 min	50 min
CaO (calcium oxide), %	24.83	>18.0	30 11111
MgO (magnesium oxide), %	6.23		
SO3 (sulfur trioxide), %	1.33	5.0 max	5.0 max
Moisture content, %	0.11	3.0 max	3.0 max
Loss On Ignition, %	0.22	6.0 max	5.0 max
Na2O (sodium oxide), %	2.16		J.O Max
K2O (potassium oxide), %	0.51		
PHYSICAL ANALYSES			
Fineness, amount retained on #325 sieve, %	12.3	34 max	24
variation, points from average	1.6	5 max	34 max
Density, g/cm3	2.76	Jillax	5 max
variation from average, %	-1.9	5 max	Emnu
Strength Activity Index with Portland Cement at 7 days, % of cement control	99	Sindx	5 max
Water Requirement, % of cement control Soundness, autoclave expansion or	93	105 max	105 max
contraction, %	0.04	0.8 max	0.8 max

We hereby certify that the fly ash represented by the above chemical and physical analysis meets the requirements of ASTM C 618 and AASHTO M 295.

09/25/2023

Tina M. Tucholski KCPC Laboratory Manager ASTM C 618 Note 1 - Finer, divided materials may tend to reduce the entrained an invitent of concrete. Hence, if a runeral adminisher a added to any concrete for which entrainment of air is specified, provision should be made to ensure that the specified air content a runeral praintained by air content tests and by use of additional or entraining adminisher or use of an air-entraining adminisher in combination with air entraining hydraulic cement.



APAC Central

East Quarry 3605 N 129th E Ave Tulsa. OK 74116 918-270-8029

RE: Gradation for the Washed #67

The information below is the average of the test results for the Washed #67 produced at APAC-Central, Inc. East Quarry, 46th St pit.

021550 - Washed #67

Sieve Test	Result	Unit	A STM AA SHTO 67
\$£mi	130	1,	100-105
9.2: U3((0))	12.	4.	\$5-100
12 (2E)000	47	14	
1 5 3 5 mm	32		20.55
#4: 4 75 mes		F _c	6.17
and Same	2	٠.	3-6
#1 diamera	(2)	10	
E45 (*10)	Ĭ	4	
pA mm	4	5.	
I) (5 m)		1:	
25 350	\$ 10	3	415

Sincerely.

Jay Liu Quality Control Manager

APAC-Central, Inc. A CRH COMPANY

C (620) 727 4864 E jian.liu a apac.com

0.01 SAND and GRAVEL Z, 0 10 ŧ sandsv 0.5 Standard Test Sieve Graph Analysis Phone 918-369-8850 Fax918-369-8842 0 Gran Size (millimeters) 100 00 Retained Max Retained Min Retained 80.6 30.0% 55.0% 79.0% 96.0% 2.283 1.180 1.641 0.519 0.389 0.288 0.192 0.687 Retained (mm) %0.0 Passing 99.0% 91.0% %0.02 45.0% 4.0% 21.0% 0.288 0.389 0.519 0.687 0.192 0.900 Passing 1 180 1 641 2 283 (man) Computed Values Date: September 12, 2023 20% 30% 40% 50% 60% 70% 80% US No Material: ASTM-C33 Tyler Mesh 2 69 0 192 Effective Grain Size (mm) Coeff of Uniformity SHIPS KIN KINDS D10 = Openings D60/D10 = 37.5 31.5 22.4 22.4 19.0 16.0 16.0 6.7 6.7 0.600 0.425 4.75 4.00 2.36 2.00 1.70 0.850 0.300 0.212 0.180 0.150 0.106 0.075 2" 1-3/4" 1-1/2" 1-1/4" Nominal 7/8" 3/4" 5/8" 3/8" 1/4" EXHIBIT "A"

Page 10 of 14

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May 17, 2024

MANUFACTURER'S CERTIFICATION

This is to certify that Chryso®Air 260, manufactured by CHRYSO, Inc. is compatible for use in Portland cement concrete and concrete containing fly ash, Portland-pozzolan cements and GGBF.

This is to certify that Chryso® Air 260 is manufactured under strict quality control conditions and conforms to the mandatory requirements of the following specifications:

American Society For Testing and Materials	ASTM C-260
United States Corps of Engineers	CRD C-87
American Association of State Highway and	
Transportation Officials	AASHTO M-154

We further certify that Chryso® Air 260 remains the same in uniformity and equivalence as originally submitted for testing and no chlorides are added during the manufacture of Chryso® Air 260.

Admixtures from the Chryso product lines may not be compatible with other manufacturer's product lines.

Brian D. Breitzman

R & D and Quality Manager - North America



WR-1

May 17, 2024

MANUFACTURER'S CERTIFICATION

This is to certify that Chryso®Plast P150, manufactured by CHRYSO, Inc. is compatible for use in Portland cement concrete and concrete containing fly ash, Portland-pozzolan cements and GGBF.

This is to certify that Chryso® Plast P150 is manufactured under strict quality control conditions and conforms to the mandatory requirements of the following specifications:

American Society For Testing and Materials	ASTM C-494, Type A
United States Corps of Engineers	CRD C-87
American Association of State Highway and	
Transportation Officials	AASHTO M-194, Type A

We further certify that Chryso® Plast P150 remains the same in uniformity and equivalence as originally submitted for testing and no chlorides are added during the manufacture of Chryso® Plast P150.

Admixtures from the Chryso product lines may not be compatible with other manufacturer's product lines.

Brian D. Breitzman

R & D and Quality Manager - North America

EXHIBIT "A" Page 12 of 14

