

City Contract

Version 5.3 released on 4/9/24

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.



CITY COUNCIL USE ONLY

Date Received: _____
Committee Date: _____
1st Agenda Date: _____

Tracking #: _____
Committee: _____
Hearing Date: _____
2nd Agenda Date: _____

CITY CLERK USE ONLY

Scanned Date: 02.12.2025
 Posted Item #: 2502.00429

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

Data Sharing

Yes No
This contract will involve data sharing or data transfers.

Board Approval

Other Board Name

City Council Approval

Contract Number

Yes No

139520

Department

Contact Name

Email

Phone

Parks and Recreation

Rhonda Soules

rsoules@cityoftulsa.org

(918) 605-6881

Vendor Name(s)

Vendor Number

Description (Subject)

Goodwill Industries of Tulsa, Inc.

4426

Shared Use Agreement for Howard Park Parking Lot
This should match the Munis description field but should be different from Contract Type or Subtype

Contract Type

Contract Subtype

Bid/Project Number

Contract Amount

Misc. Agreements

Other Misc. Agmts

Site Address

Site Parcel No.

IDP, Real Property, or other property related contract address

Budget

Contract Funding Type

Funding Source(s)

No Payment Involved
 Revenue Contract
 Expense Contract

Affidavit of Claimant should be attached to the contract for Expense Contracts

TOTAL:

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)

Approvals

Department: _____

Legal: _____

Board: _____

Mayor: _____

Other: _____

Ana Craythorn
(M. SWINEY)

Date: 1-27-25
Date: FEBRUARY 5 XXV
Date: FEB 12 2025
Date: _____

Policy Statement

Background Information

Goodwill Industries owns and operates a social service center on property at 2740 Southwest Boulevard, immediately south of and adjacent to the Howard Park Parking Lot.

Provide background information on the requested action.

Summation of the Requested Action

Goodwill Industries of Tulsa, Inc. requests that its staff and visitors be permitted to use the the paved parking lot at the southern end of Howard Park located at 2510 Southwest Boulevard provided that such use does not unreasonable interfere with the public use of said parking lot.

Summarize the pertinent details of the requested action

Other Pertinent Details

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

Please return one fully executed copy of agreement to Rhonda Soules, Tulsa Park Dept., 1028 E 6th Street.
ph: (918) 605-6881

SHARED USE AGREEMENT

THIS AGREEMENT, 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 GOODWILL INDUSTRIES OF TULSA, INC., a charitable not-for-profit institution, 2800 Southwest Boulevard, Tulsa OK 74107-3817 (hereinafter referred to as "Goodwill"), made pursuant to Article VIII Tulsa City Charter, Section 13, "Permits",

WITNESSETH:

WHEREAS, City owns certain real property, called "Howard Park", in the vicinity of 2510 Southwest Boulevard within Tulsa city limits; at the southern end of Howard Park lies a paved parking lot (the "Parking Lot") approximately fifty (50) feet wide and approximately two hundred eighty (280) feet long (see attached Exhibits "A" and "B"); and

WHEREAS, Goodwill owns and operates a social service center, called "Edward J. Helms Center" at 2740 Southwest Boulevard, immediately south of and adjacent to Howard Park and the said Parking Lot; and

WHEREAS, Goodwill has requested that its staff and visitors be permitted to use the Parking Lot, and City is agreeable to said shared use, subject to the covenants and conditions set forth below;

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

1. City does hereby grant permission to Goodwill, and its staff and visitors, to make shared use of the Parking Lot, provided that such shared use does not unreasonably interfere with the public use of the Parking Lot.
2. This Shared Use Agreement is unconditionally revocable at any time at the will of the City, and is subject to and subordinate to City's right to maintain, use, alter or excavate any portion of the Parking Lot. Should removal, construction and/or excavation become necessary in City's opinion, Goodwill agrees to hold City harmless for any loss or damage to Goodwill's property or the property of Goodwill's staff and visitors; City shall not be responsible to replace any of Goodwill's property or the property of Goodwill's staff and visitors. This Shared Use Agreement may also be terminated by mutual assent.

3. The use herein shall be limited to the parking of motor vehicles, including motorcycles. Goodwill agrees not to erect or install any permanent improvements in the Parking Lot, nor paint or decorate the Parking Lot, nor erect any signage in the Parking Lot. Goodwill further agrees not to in any way impede or discourage the public's use of the Parking Lot.
4. Goodwill shall indemnify and hold City, and City's employees, officers, elected officials and agents, harmless of and from 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 Goodwill's use of the Parking Lot, or such use by Goodwill's staff and visitors, including but not limited to any interference or damage to any third person or property.
5. Upon termination of this agreement, Goodwill shall vacate the Parking Lot and instruct its staff and visitors to discontinue use of the Parking Lot.
6. Nothing herein shall release Goodwill or its staff or visitors from their duty to comply with all ordinances, laws and regulations, including but not limited to fire and safety regulations, traffic laws, ADA standards and zoning ordinances.
7. This Shared Use Agreement, when duly recorded in the office of the Tulsa County Clerk, shall bind Goodwill's successors in title, and shall run with the land.
8. The effective date of this Shared Use Agreement shall be the date on which it is executed by the City of Tulsa.

IN WITNESS WHEREOF, the parties have executed this Shared Use Agreement on the dates set forth below.

GOODWILL INDUSTRIES OF TULSA, INC.

a charitable, not-for-profit institution



_____, Robert George Stape, Jr., President

1/24/2025

_____, Date

(Notary)



CITY OF TULSA, OKLAHOMA,
a municipal corporation

_____, Mayor

_____ Date

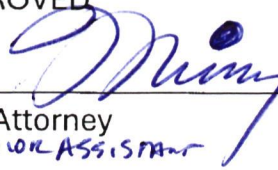
ATTEST

City Clerk

APPROVED

City Attorney

SENIOR ASSISTANT

 (M. SWINEY)

_____, Chair, City Council

_____ Date

(Notary)

FRITZ LAND SURVEYING, LLC

Professional Land Surveying Services

SEPTEMBER 21, 2023

FLS: #23241 GOODWILL

50' STRIP LEGAL DESCRIPTION

A TRACT OF LAND THAT IS PART OF THE SOUTHWEST QUARTER (SW/4) OF SECTION FOURTEEN (14), TOWNSHIP NINETEEN (19) NORTH, RANGE TWELVE (12) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SW/4 OF SAID SECTION 14;
THENCE SOUTH 01°05'02" EAST ALONG THE WEST LINE THEREOF 975.63 FEET;
THENCE NORTH 88°54'58" EAST A DISTANCE OF 952.26 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF THE RED FORK EXPRESSWAY AND THE POINT OF BEGINNING;

THENCE NORTH 89°53'46" EAST A DISTANCE OF 280.94 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF SOUTHWEST BOULEVARD;
THENCE SOUTH 01°09'21" EAST ALONG SAID RIGHT-OF-WAY LINE 50.01 FEET;
THENCE SOUTH 89°53'46" WEST A DISTANCE OF 282.59 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF THE RED FORK EXPRESSWAY;
THENCE NORTH 00°44'25" EAST ALONG SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 50.01 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 14,088.1 SQ. FEET OR 0.32 ACRES.
BEARINGS ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, (3501 OK N), NORTH AMERICAN DATUM 1983 (NAD83).

RESPECTFULLY,

ANDY FRITZ, PLS
OWNER



524 E. MAIN ST., JENKS, OK 74037

Ph: 918.528.5121

Email: fritzlandsurveying@gmail.com

www.fritzlandsurveying.com

RS

Township: 19 North Range: 12 East Section: 14

