

AGREEMENT

**BETWEEN THE OKLAHOMA DEPARTMENT OF TRANSPORTATION
AND THE
CITY OF CLINTON
IN THE CONSTRUCTION OF A LAKE ACCESS PROJECT**

**State Project No. SAP-120D(156)
Job/Piece No. 24707(04)**

WHEREAS, The Oklahoma State legislature provides that certain funds available to the Department of Transportation for obligation during a Fiscal Year shall be used for the construction or improvement of access roads to existing lake and recreational sites and roads, and

WHEREAS, the Oklahoma Transportation Commission did at its regular meeting of June 4, 2007 approve Agenda Item No. 90(a), No. 8, allocating \$284,000.00 (two hundred eighty-four thousand dollars), for the purpose of participating with the City of Clinton, hereinafter referred to as the "CITY", in the construction and/or improvement of Lake and Recreational Access Roads serving the Acme Brick Park and Lake. The project begins at SH-73 (Modelle Avenue) approximately 0.4 mile west of 28th Street and extending south toward the lake area, generally located as shown on the attached map hereby made part of this Agreement.

WHEREAS, the Department of Transportation is in receipt of a request by the CITY and that the CITY be permitted to improve or cause the improvement of the above described Lake & Recreational Access Project and be reimbursed for the cost of surfacing, by the Department, upon satisfactory completion of the work from the funds allocated by the Transportation Commission for the project, and

NOW, THEREFORE, it is mutually agreed by the CITY and the Oklahoma Department of Transportation that:

1. The CITY shall be entirely responsible for the initiation, construction, and completion for all work associated with the project.
2. The CITY hereby certifies to the Department of Transportation that the entire project is to be constructed on public right-of-way.
3. The CITY hereby agrees to place signs on the access road indicating the type of public facility the road serves(i.e., boat ramp, park, campground, etc.).
4. The CITY hereby agrees to place temporary signs at each end of the project explaining what type of project, length, funds, participating parties, etc.
5. The CITY agrees that as a condition to receiving any financial assistance from the Department, it will comply with title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42, U.S.C. 2000d et Seq., and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination of Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964".

7. Payment will be made upon receipt of a properly executed Claim Form D.T. 324A accompanied by suitable evidence of expenditures made by the CITY in the execution of the project.
8. In all events, the entire project shall remain the maintenance responsibility of the CITY.

THEREFORE BE IT AGREED by the Oklahoma Department of Transportation and the COUNTY, Oklahoma that the stipulations set forth in this agreement shall govern the construction of this Lake Access Project.

IN WITNESS WHEREOF, we have hereunto set out hands and seals
this _____ day of _____, 20_____.

CITY OF CLINTON
FEI NO. _____

BY: _____
MAYOR

ATTEST: _____
(Seal) (City Clerk)

APPROVED AS TO FORM AND LEGALITY:

(Date) (City Attorney)

STATE OF OKLAHOMA
DEPARTMENT OF TRANSPORTATION

APPROVED AS TO FORM AND LEGALITY:

(Date) (General Counsel)

(Chief Engineer)

LAKE ACCESS
ACME BRICK PARK AND LAKE
CITY OF CLINTON
SAP-120D(156), 24707(04)

