



Local Government Division
200 N.E. 21st Street
Oklahoma City, OK 73105-3204
www.odot.org

July 7, 2021

Ken Doke
Muskogee County District 1 Commissioner
PO Box 2307
Muskogee, OK 74402

Re: Project No.: SAP-251D(135)
State Job No.: 35497(04)
Description: Lake Access Project -
Spaniard Creek Recreation Area on the Webbers Falls Reservoir

Dear Mr. Doke:

Mr. Mitch Surrett has passed the above referenced lake access project along to ODOT's Local Government Division to proceed with the next steps. Our office will process the Agreement, establish funding, and pay the claim. This letter accompanies the Project Agreement.

Upon receipt of a signed Agreement from your office, our Program Manager will fulfill ODOT's portion then return a completed copy to you for your files.

Important instructions:

- 1. DO NOT re-type, re-prepare or make any changes to this Project Agreement**
- 2. Original or digital signatures are acceptable**
- 3. Scan and return your signed copy directly to the Industrial Access Program Manager, Betty Freeman, bfreeman@odot.org**

Thank you and please do not hesitate to let us know if you have any questions or need additional information. We're happy to help in any way we can. Ms. Freeman's cell phone is 405-426-5820.

Sincerely,

A handwritten signature in black ink that reads "Shelly Williams".

Shelly Williams
Division Engineer
Local Government Division

SW/bf
Attachment

"The mission of the Oklahoma Department of Transportation is to provide a safe, economical, and effective transportation network for the people, commerce and communities of Oklahoma."

AN EQUAL OPPORTUNITY EMPLOYER

PROJECT AGREEMENT
BY AND BETWEEN MUSKOGEE COUNTY
AND
THE OKLAHOMA DEPARTMENT OF TRANSPORTATION
FOR THE CONSTRUCTION OF A LAKE ACCESS ROAD PROJECT
STATE PROJECT NO. SAP-251D(135)
JOB PIECE No. 35497(04)

This Agreement, made the day and year last written below, by and between Muskogee County, hereinafter referred to as the COUNTY, and the Department of Transportation of the State of Oklahoma, hereinafter referred to as the DEPARTMENT, is for the following intents and purposes and subject to the following terms and conditions, to-wit:

WHEREAS, The Oklahoma State legislature provides that certain funds available to the DEPARTMENT 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 DEPARTMENT is in receipt of a request by the COUNTY and that the COUNTY be permitted to construct or cause the construction of the described Lake Access Project and to be reimbursed by the DEPARTMENT for the cost of surfacing upon satisfactory completion of the work from the funds allocated by the Transportation Commission for the project; and

WHEREAS, the Oklahoma Transportation Commission did at its regular meeting of June 7, 2021 approve Agenda Item No. 84(a) allocating \$754,000.00 (seven hundred fifty-four thousand dollars), for the purpose of participating with the County, in constructing a Lake Access Project for Spaniard Creek Recreation Area on the Webbers Falls Reservoir. The proposed project begins at US-64 on Elm Grove Road and extends east approximately 6.1 miles to the lake, generally located as shown on the attached map hereby made part of this Agreement.

NOW, THEREFORE, it is mutually agreed by the COUNTY and the DEPARTMENT that:

1. The COUNTY agrees to be entirely responsible for the initiation, construction, and completion for all work associated with the project.
2. Upon approval of this Agreement by the DEPARTMENT, the COUNTY is authorized to advertise and let the contract for surfacing portion of the project in their usual and customary manner.
3. Upon completion of the construction plans the COUNTY will provide, upon request by the DEPARTMENT, two (2) one-half size set of such plans.
4. The COUNTY shall appoint competent supervision of the construction work to the end of construction, obtaining work strictly in accordance with the plans and specifications.
5. The COUNTY warrants that all rights-of-way needed for the construction of said project shall be free and clear of all obstructions and encumbrances of whatsoever nature, which would interfere with construction of the project, including but not limited to utility poles, pipelines, buildings, signs and other facilities above or below the surface of the ground. In the event of adjustment or relocation of such, the COUNTY will do so at its sole expense.
6. The COUNTY will invite a DEPARTMENT representative to attend the pre-work conference.

7. Upon completion and final acceptance of the project, the COUNTY agrees that it shall, at its own expense, assume full maintenance responsibility for their respective portions of the project.
8. It is further understood and agreed that upon completion of said project, the COUNTY will invite a DEPARTMENT representative to attend the final inspection.
9. Upon completion and final acceptance of the project, the DEPARTMENT agrees to reimburse the COUNTY for the cost of surfacing in an amount not to exceed \$754,000.00 (seven hundred fifty-seven thousand dollars).
10. Payment shall be made by the DEPARTMENT to the COUNTY, for the cost of the surfacing contract, upon receipt of a properly executed Claim Form D.T. 324A accompanied by suitable evidence of the expenditure made by the COUNTY in the execution of this project.
11. That the COUNTY 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".

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

BOARD OF COUNTY COMMISSIONERS
MUSKOGEE COUNTY OKLAHOMA:

BY [Signature]
County Commissioner District 1 (date)

BY [Signature]
County Commissioner District 2 (date)

BY [Signature]
County Commissioner District 3 (date)



ATTEST:
[Signature]
County Clerk (date & seal)

APPROVED AS TO FORM AND LEGALITY:

[Signature]
COUNTY - District Attorney (date)

OKLAHOMA DEPARTMENT OF TRANSPORTATION:

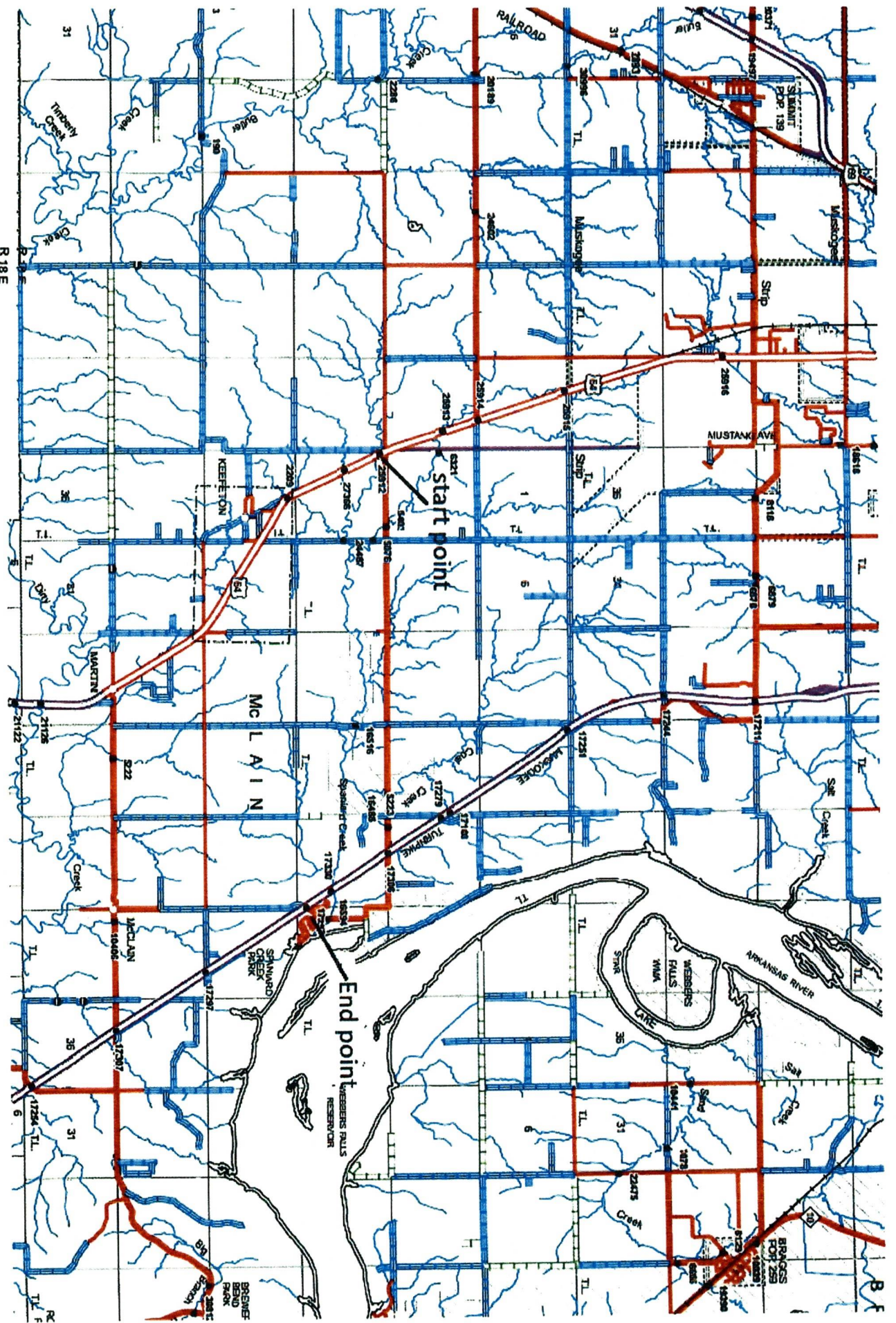
Division Engineer, Local Government (date)

General Counsel (date)

Chief Engineer (date)

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