FORM M-7
Rev. 10/2008

OKLAHOMA DEPARTMENT OF TRANSPORTATION
AGREEMENT WITH MUNICIPALITY FOR LANDSCAPING

This agreement is entered into this 11th day of August, 20 26, between the Department of Transportation of the State of Oklahoma, hereinafter known as the DEPARTMENT, and the City of Clinton, Oklahoma, hereinafter known as the MUNICIPALITY:

WITNESSETH:

Whereas the MUNICIPALITY requests permission to construct landscaping on the highway right-of-way located at:

I-40 Business Route, approximately 0.5 miles east of the US-183 & BUS-40 intersection, Clinton, Ok.

Landscaping for the purpose of Hub City Gateway attraction on Historic 66.

The municipality shall construct all landscaping in accordance with the plans submitted.

and the Department is willing to allow such landscaping. Now, therefore the parties do mutually agree as follows; to-wit:

The DEPARTMENT agrees to permit the MUNICIPALITY to constuct said landscaping on the site located as described above, in accordance with the plans and specifications hereto attached and made a part hereof and as further provided herein.

THE MUNICIPALITY HEREBY AGREES:

1. That the terms and conditions of this agreement are binding upon its successors, grantees and tenants, and it will advise those parties of their obligations.
2. That all expenses associated with the construction and maintenance of the landscaping on the highway right-of-way shall be borne by the MUNICIPALITY.
3. That all construction will be in accordance with the plans hereby attached to the agreement.
4. That all maintenance (to include mowing, trimming, litter pick-up, and care and watering of all plant materials) will be in accordance with the initial five-year plan attached hereto and made a part hereof. After the initial five-year maintenance period, the MUNICIPALITY will retain an additional responsibility for perpetual vegetation management as follows: Vegetation maintenance including mowing and erosion control will be the responsibility of the MUNICIPALITY inside the designated planting areas. A minimum of four times per year the MUNICIPALITY will control erosion and undesirable vegetation around the base of the items in the designated planting area approved in this agreement. The MUNICIPALITY will also, a minimum of once per year, prune the approved vegetation in the designated planting area for esthetics and to allow MUNICIPALITY'S mowing equipment easy accessibility around the trees and shrubs approved by this agreement to prevent encroachment of such vegetation into the right-of-way outside of the designated planting areas. The MUNICIPALITY may perform such trimming more often at the MUNICIPALITY'S discretion. Vegetation maintenance and erosion control will be the responsibility of the DEPARTMENT outside the designated planting areas as required by applicable Transportation Commission Rules. If the MUNICIPALITY elects to remove the landscaping permitted by this agreement, the MUNICIPALITY will no longer be responsible for maintenance to the DEPARTMENT's property once the Right-of-Way is restored to a condition acceptable to the DEPARTMENT.
5. Whereas the MUNICIPALITY is a political subdivision of the State of Oklahoma, the DEPARTMENT recognizes that the MUNICIPALITY is vested with the experience and responsibility to serve and protect the best interests of its citizens as a whole such that there will be no requirement to obtain concurrence from any adjacent property owners.
6. The MUNICIPALITY'S workers and equipment may ingress and egress the site from a municipal street whether or not said street is a continuation of a State or Federal Highway. The MUNICIPALITY is responsible for setting up and maintaining traffic control and/or warning signage or devices in accordance with the current Manual of Uniform Traffic Control Devices (MUTCD). Where Federal Interstate Highway right-of-way is involved, such ingress and egress should not be from the Interstate mainline or ramps.
7. That upon completion of the landscaping, any fences or physical barriers, including a maintenance gate, required to control access onto the highway right-of-way will be placed by the MUNICIPALITY in accordance with the approved plan. Security of the maintenance gate shall be the sole responsibility of the MUNICIPALITY.
8. That adequate vegetation will be provided to prevent erosion. In the event that seasonal limitations delay the planting of said vegetation, appropriate temporary erosion control will be provided.
9. To assume all liability for damage of any kind to any persons or property resulting from said landscaping and to defend, indemnify and save the DEPARTMENT harmless from any and all claims of any kind or nature for injury or damage resulting therefrom in accordance with the Governmental Tort Claims Act, Title 51 O.S. §151, et seq. In the event of damage to highway property or facilities resulting from the construction of said landscaping, the MUNICIPALITY agrees to repair such damage or reimburse the DEPARTMENT for such damage at the election of the DEPARTMENT.
10. That should it become necessary for the DEPARTMENT to make improvements to the roadway or the ditch to maintain proper drainage to the highway, the DEPARTMENT shall not be held responsible for any damage to the vegetation or other landscaping thereon and reserves the right to require the MUNICIPALITY to alter the design of the landscaping or remove it completely, if necessary.
11. That public utilities can occupy the highway right-of-way, and the DEPARTMENT shall not be held responsible for damage to the vegetation or other landscaping during the installation or maintenance of these utility facilities. It is the City's responsibility to verify the location of existing utilties and to obtain their concsent for the propsed landscaping.

12. That no trees will be permitted within 30 feet (or a greater distance, if clear zone requires) of the edge of the roadway surface or upon inslopes, ditches or within the first 5 feet up the backslope, and all vegetation will be trimmed or removed, if necessary, to provide an adequate sight distance triangle at all intersections.

13. The MUNICIPALITY will provide an insurance policy providing coverage for liabilities set out in the Governmental Tort Claims Act, Title 51 O.S. §151, et seq., and the MUNICIPALITY shall have the DEPARTMENT endorsed as an additional named insured on the liability insurance policy to the extent of the State's liability under the provisions of the Governmental Tort Claims Act. The insurance policy will be maintained for as long as the landscape project exists. A certificate of insurance indicating such coverage will be sent to the DEPARTMENT by the MUNICIPALITY attached to this Agreement.

14. "Sponsorship" signs within the landscaping may not list the names of business, nor private non-public entities, clubs or other organizations.
* Exception will be made for a sign listing West Ok Co-op members and sponsers who contributed to the feature.

If the landscape project involves reconfiguration or replacement of a limited access fence, then the MUNICIPALITY hereby further agrees:

15. To install the fence, pursuant to the attached specifications and shop drawings that have been pre-approved by the DEPARTMENT, on private property near the Right-of-Way (R/W) line. After MUNICIPALITY's installation of the fence is inspected and approved by the DEPARTMENT, the MUNICIPALITY shall remove the DEPARTMENT'S existing"Limits of No Access"fence along the R/W line and dispose of all fencing materials in an appropriate manner.

16. The MUNICIPALITY will fill post holes and repair any damage caused by the fence replacement operation. The MUNICIPALITY will set corner/stretcher posts as needed to secure the adjacent fencing on either end of the project work area.

17. The MUNICIPALITY will ingress and egress the highway R/W during construction of the project only when necessary and only from the MUNICIPALITY'S property. Any gates required to access the project area will be secured during times when no work is being conducted on the project and will be permanently secured at the completion of the project. The MUNICIPALITY'S equipment shall not ingress and egress the project work area from the driving lanes of the highway, except in areas that physical barriers prohibit such ingress and egress from the adjoining property.

18. The MUNICIPALITY shall place appropriate"Road Work"warning signs on the highway when equipment or personnel are within (30) feet of the edge of the paved shoulder, including when entering and exiting the project site.

19. The MUNICIPALITY shall be solely responsible to maintain the new fence, in accordance with this agreement. Should the MUNICIPALITY refuse or neglect to make repairs to the fence in a timely manner, the DEPARTMENT reserves the right to place standard"Limits of No Access"fencing at locations of breeches in said fence to maintain the"Limits of No Access". Any material later removed and replaced at such locations by the MUNICIPALITY shall be returned to the DEPARTMENT.

20. The DEPARTMENT reserves the right to replace the"Limits of No Access"fence on the R/W line to insure that the original design and function of the fence is maintained if the MUNICIPALITY'S fence fails for any reason and is not repaired or replaced to the DEPARTMENT'S satisfaction. At such time the DEPARTMENT will void and discontinue this agreement.

DEPARTMENT OF TRANSPORTATION

_____
Field Division Engineer

_____
Roadway Design Division Engineer

_____
State Maintenance Engineer

_____
Director of Operations

CITY OF _____

_____
MAYOR

_____
Attested By: City Clerk

Approved as to Form and Legality:

_____
Municipal Attorney

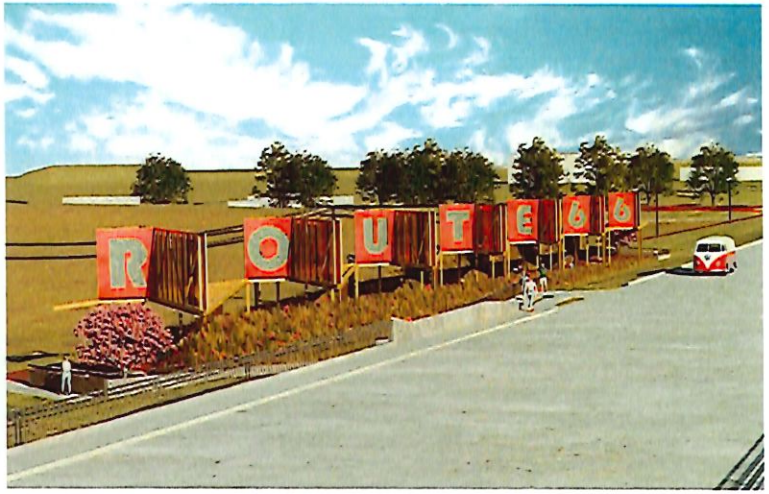
HUB CITY GATEWAY

SCHEMATIC DESIGN U.S. ROUTE 66 CLINTON, OKLAHOMA

OCRA
02/17/2026 Projects







INDEX OF DRAWINGS

DRAWINGS INDEX				
				SCHEMATIC DESIGN
NUMBER	SHEET TITLE	SCALE	SIZE	REVISIONS
000	COVER PAGE		24"X36"	
100	SITE PLAN		24"X36"	
101	FLOOR PLAN		24"X36"	
102	FLOOR PLANS		24"X36"	
103	FLOOR PLANS		24"X36"	
104	ENLARGED SITE PLANS		24"X36"	
105	RAMP DETAILS		24"X36"	
106	PANEL ELEVATIONS		24"X36"	
107	PANEL ELEVATIONS		24"X36"	
108	DETAILS		24"X36"	
109	SITE SECTIONS		24"X36"	

PROJECT TEAM

OWNER:

CITY OF CLINTON
415 W GARY BLVD
CLINTON, OK 73601

ARCHITECT:

OCRA PROJECTS
613 FRISCO AVENUE
CLINTON, OK 73601
PHONE: 405-606-1621

OKLAHOMA DEPARTMENT OF TRANSPORTATION:

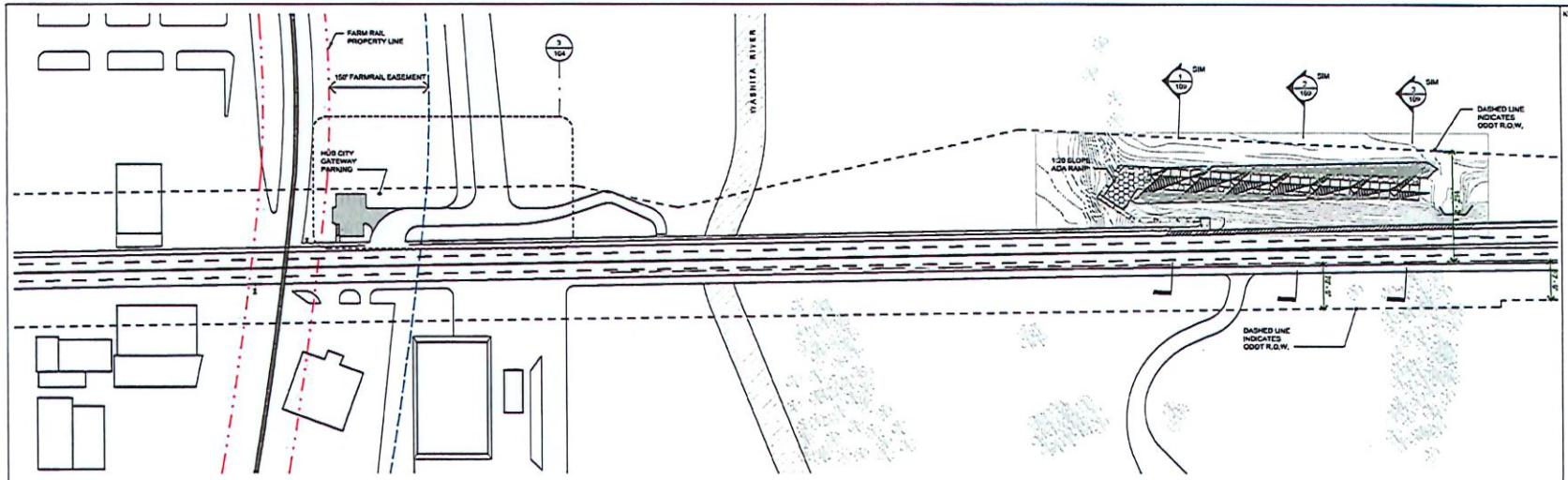
200 NE 21ST STREET, SUITE #2
OKLAHOMA CITY, OK 73105
PHONE: 405-522-6000

GENERAL CONTRACTOR:

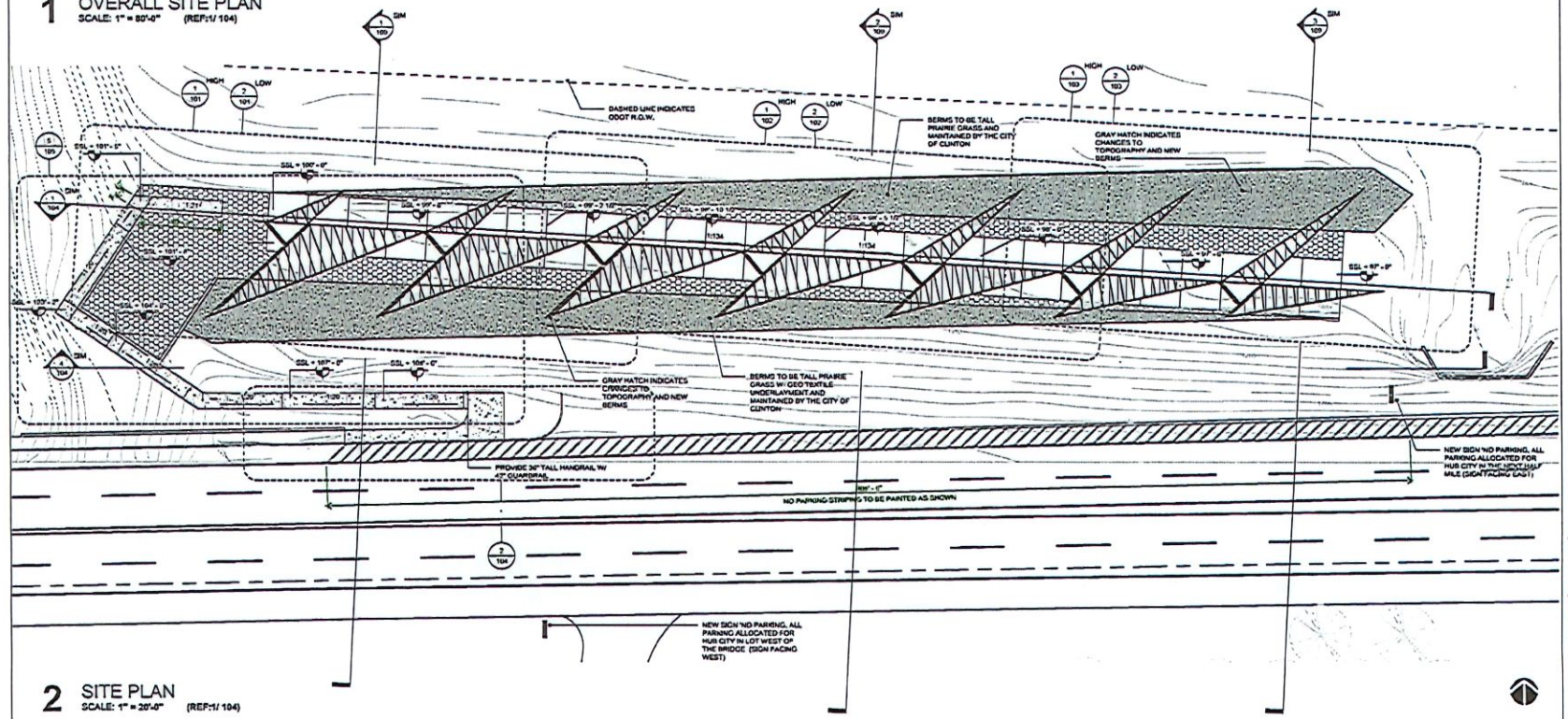
SAWATSKY CONSTRUCTION
3233 E MAIN ST
WEATHERFORD, OK
PHONE: 580-772-5563

VICINITY MAP





1 OVERALL SITE PLAN
SCALE: 1" = 80'-0" (REF:1/ 104)



2 SITE PLAN
SCALE: 1" = 20'-0" (REF:1/ 104)

KEY

5/9/2026 3:18:22 PM

OCRA Projects

address
CLINTON, OKLAHOMA

job title
HUB CITY GATEWAY

REV	DATE	DESCRIPTION

SITE LEGEND

- NEW CONCRETE
- NEW ASPHALT
- EXISTING ASPHALT / CONCRETE
- NEW CRUSHED GRANITE GRAVEL W/ MAX SIZE OF 3/4", TO BE COMPACTED AND COATED WITH TERRACOAT OR GRANITECRETE STABILIZER FOR ADA COMPLIANCE
- NEW GRASS

drawing title / location
SITE PLAN

scale
As indicated@24"x36"

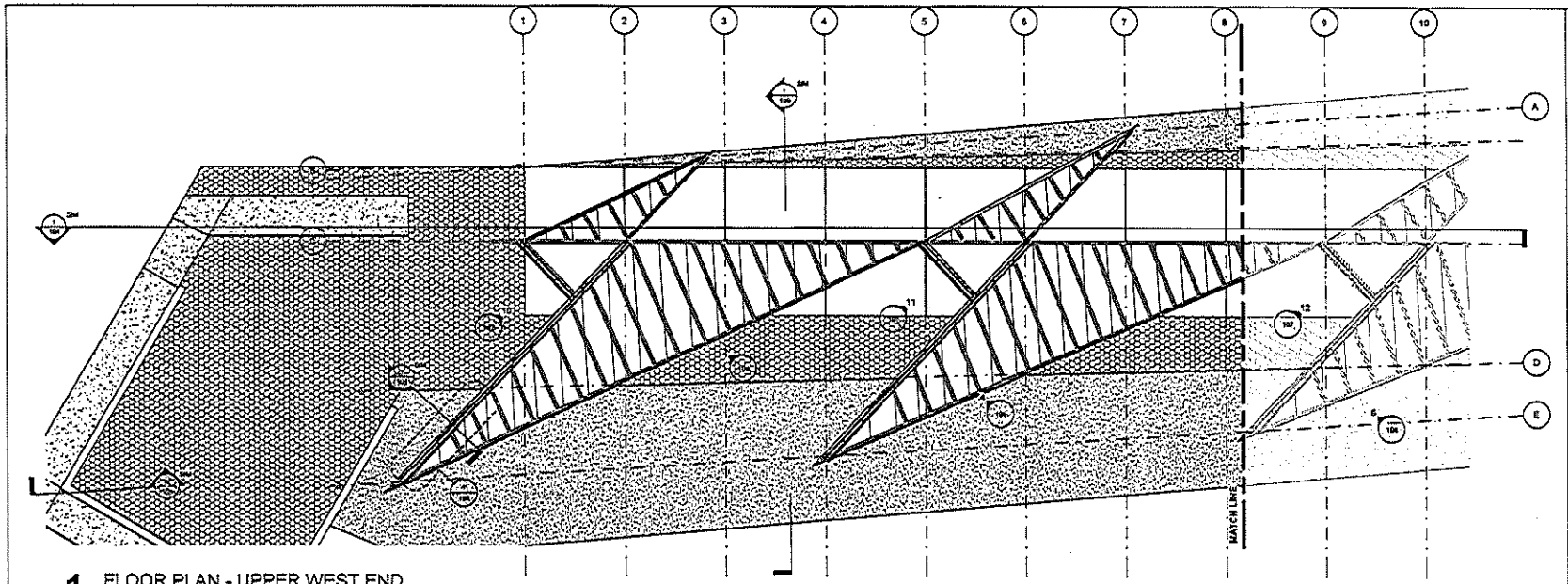
status
PRELIMINARY

drawing no
100

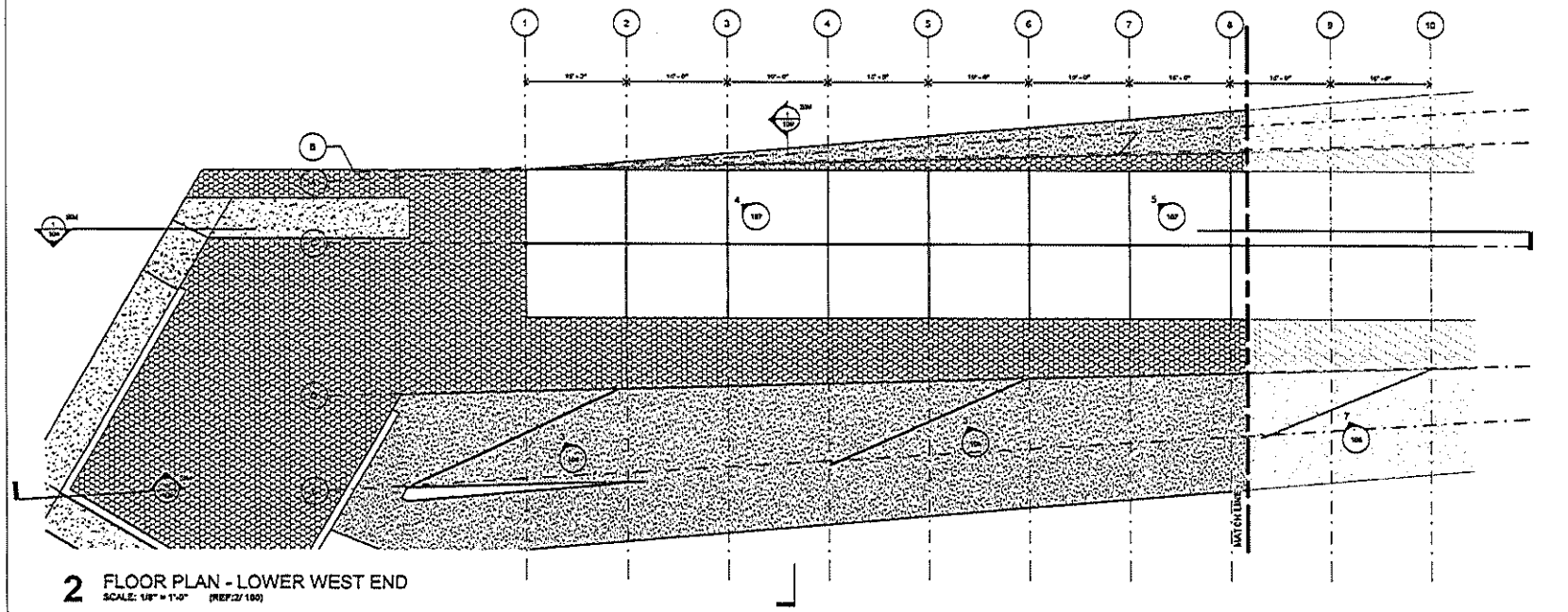
revision

project
25008

originator
A



1 FLOOR PLAN - UPPER WEST END
SCALE: 1/8" = 1'-0" (REF:2/ 100)



2 FLOOR PLAN - LOWER WEST END
SCALE: 1/8" = 1'-0" (REF:2/ 100)

KEY

OCRA Projects

CLINTON, OKLAHOMA

HUB CITY GATEWAY

REV DATE DESCRIPTION

GENERAL NOTES:

1. THE CONTRACTOR SHALL VERIFY AND COORDINATE DRAWINGS, DIMENSIONS, SPECIFICATIONS AND SCHEDULES PRIOR TO PROCEEDING WITH WORK OR FABRICATION. PROMPTLY NOTIFY ARCHITECT OF ANY DISCREPANCIES.

2. REFER TO ENLARGED PLANS FOR ADDITIONAL DIMENSIONS, NOTES AND DETAILS.

3. WHERE NOTES ON THE DRAWINGS INDICATE A CONDITION AT ONE LOCATION, WHETHER INDICATED AS TYPICAL OR NOT, THE NOTE SHALL APPLY TO ALL SIMILAR LOCATIONS UNLESS NOTED OTHERWISE.

4. ALL BUILDING COMMON AREAS, SIGNAGE AND IDENTIFYING DEVICES TO COMPLY WITH THE REQUIREMENTS OF ADA.

5. WHERE "NIC" OR "NOT IN CONTRACT" IS INDICATED, THE ITEM IS INCLUDED FOR COORDINATION AS OWNER FF&E.

6. ALL GRIDLINES ARE TO CENTER OF FRAMING AND OR STRUCTURE UNLESS NOTED OTHERWISE.

SITE LEGEND

- NEW CONCRETE
- NEW ASPHALT
- EXISTING ASPHALT / CONCRETE
- NEW CRUSHED GRANITE GRAVEL WITH MAX SIZE OF 3/8", TO BE COMPACTED AND COATED WITH TERRASHIELD OR GRANITECRETE STABILIZER FOR ADA COMPLIANCE
- NEW GRASS

drawing title / location
FLOOR PLAN

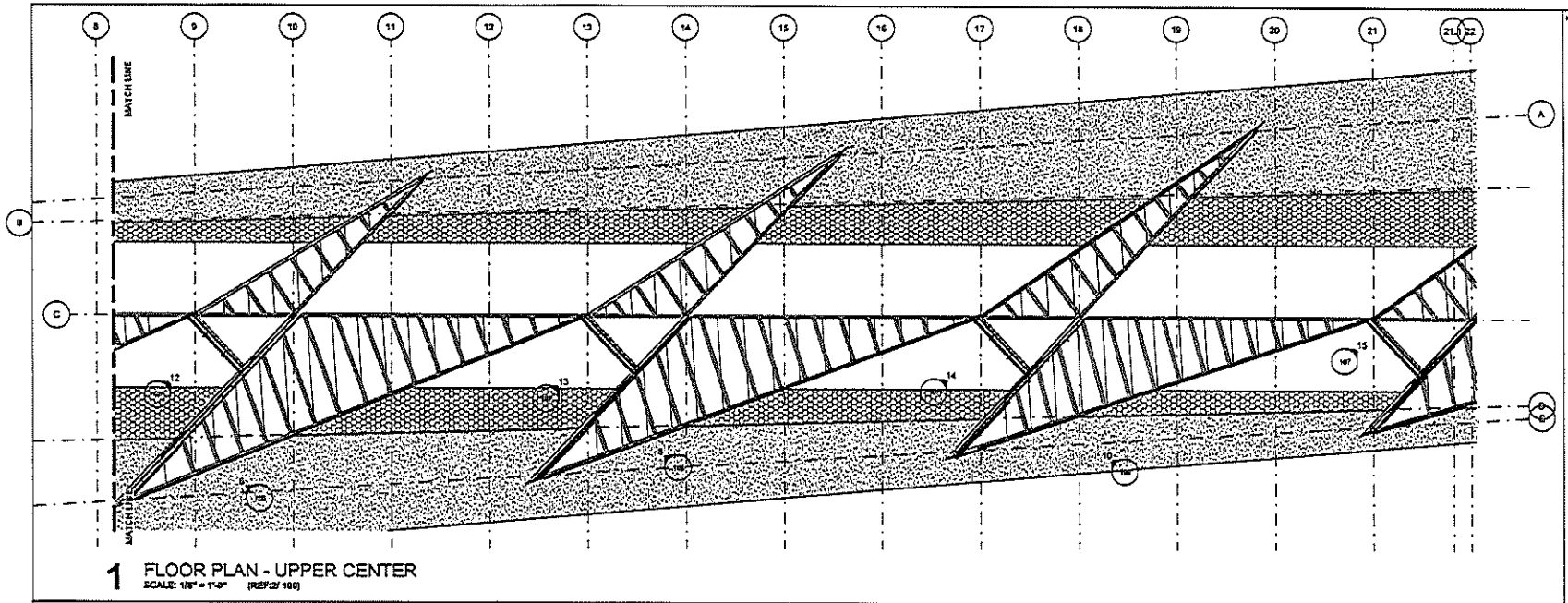
scale
As Indicated@24"X36"

status
PRELIMINARY

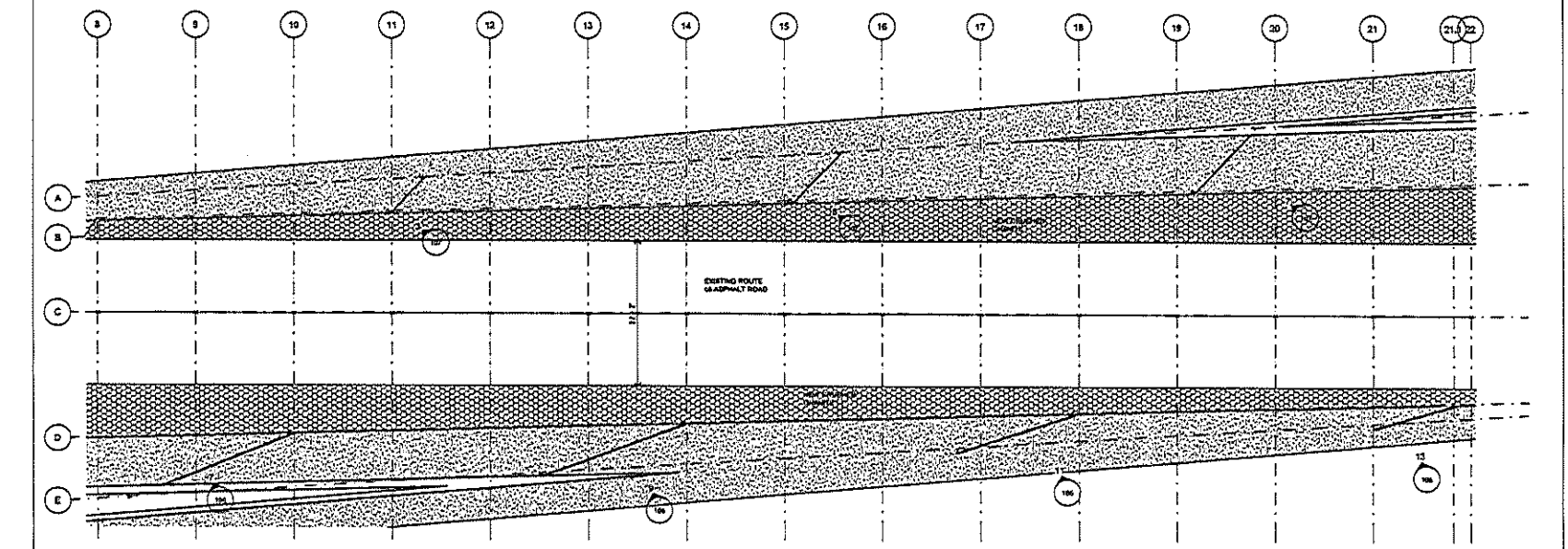
drawing no. 101

project 25008

progress A



1 FLOOR PLAN - UPPER CENTER
SCALE: 1/8" = 1'-0" (REF:2/ 100)



2 FLOOR PLAN - LOWER CENTER
SCALE: 1/8" = 1'-0" (REF:2/ 100)

KEY

OCRA Projects

CLINTON, OKLAHOMA

HUB CITY GATEWAY

REV DATE DESCRIPTION

GENERAL NOTES:

1. THE CONTRACTOR SHALL VERIFY AND COORDINATE DRAWINGS, DIMENSIONS, SPECIFICATIONS AND SCHEDULES PRIOR TO PROCEEDING WITH WORK OR FABRICATION. PROMPTLY NOTIFY ARCHITECT OF ANY DISCREPANCIES.
2. REFER TO ENLARGED PLANS FOR ADDITIONAL DIMENSIONS, NOTES AND DETAILS.
3. WHERE NOTES ON THE DRAWINGS INDICATE A CONDITION AT ONE LOCATION, WHETHER INDICATED AS TYPICAL OR NOT, THE NOTE SHALL APPLY TO ALL SIMILAR LOCATIONS UNLESS NOTED OTHERWISE.
4. ALL BUILDING COMMON AREAS, SIGNAGE AND IDENTIFYING DEVICES TO COMPLY WITH THE REQUIREMENTS OF ADA.
5. WHERE "NIC TOP "NOT IN CONTRACT" IS INDICATED, THE ITEM IS INCLUDED FOR COORDINATION AS OWNER FF&E.
6. ALL DIMENSIONS ARE TO CENTER OF FRAMING AND OR STRUCTURE UNLESS NOTED OTHERWISE.

SITE LEGEND

- NEW CONCRETE
- NEW ASPHALT
- EXISTING ASPHALT / CONCRETE
- NEW CRUSHED GRANITE GRAVEL w/ MIN SIZE OF 3/8", TO BE COMPACTED AND COATED WITH TERRANOBAT OR GRANITECRETE STABILIZER FOR ADA COMPLIANCE
- NEW GRASS

drawing title / location
FLOOR PLANS

scale
As indicated@24"x36"

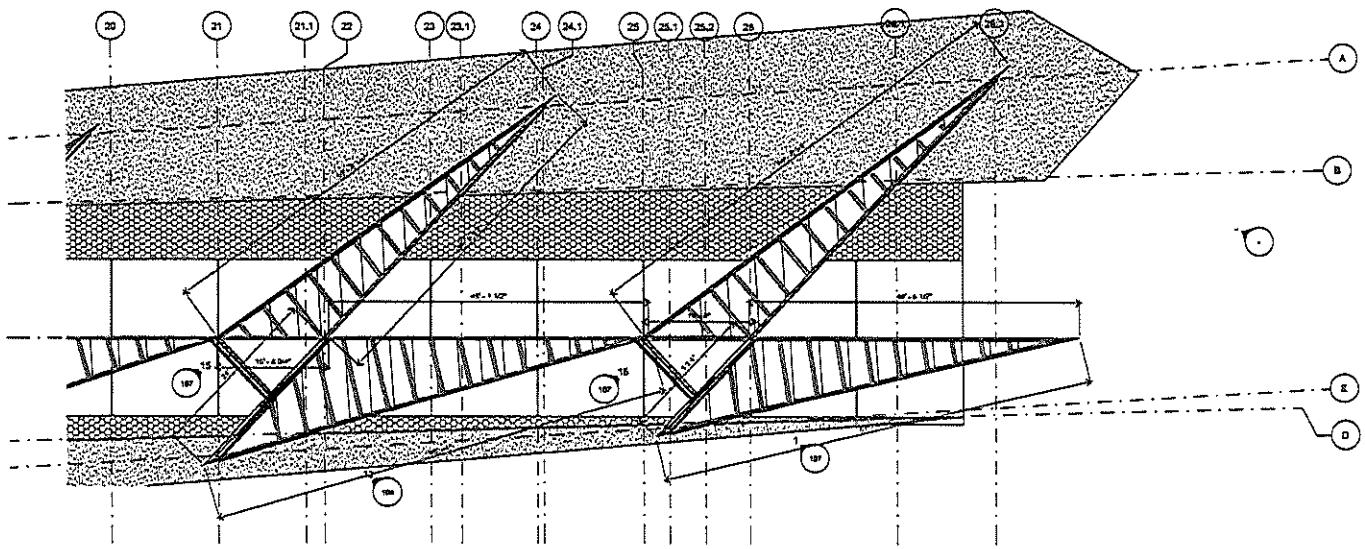
status
PRELIMINARY

drawing no. 102

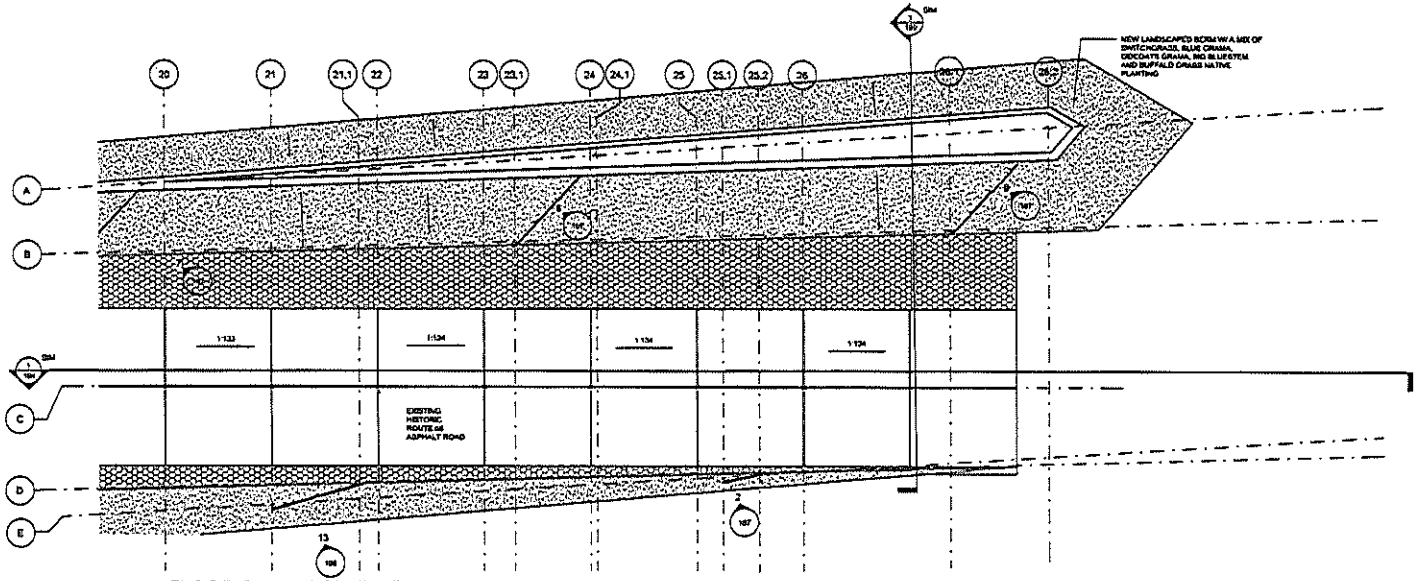
revision

project 25008

originator A



1 FLOOR PLAN - UPPER EAST END
SCALE: 1/8" = 1'-0" (REF:2/ 100)



2 FLOOR PLAN - LOWER EAST END
SCALE: 1/8" = 1'-0" (REF:2/ 100)

KEY

OCRA Projects

CLINTON, OKLAHOMA

HUB CITY GATEWAY

REV DATE DESCRIPTION

GENERAL NOTES:

1. THE CONTRACTOR SHALL VERIFY AND COORDINATE DRAWINGS, DIMENSIONS, SPECIFICATIONS AND SCHEDULES PRIOR TO PROCEEDING WITH WORK OR FABRICATION. PROMPTLY NOTIFY ARCHITECT OF ANY DISCREPANCIES.
2. REFER TO ENLARGED PLANS FOR ADDITIONAL DIMENSIONS, NOTES AND DETAILS.
3. WHERE NOTES ON THE DRAWINGS INDICATE A CONDITION AT ONE LOCATION, WHETHER INDICATED AS TYPICAL OR NOT, THE NOTE SHALL APPLY TO ALL SIMILAR LOCATIONS UNLESS NOTED OTHERWISE.
4. ALL BUILDING COMMON AREAS, SIGNAGE AND RECEPTACLE DEVICES TO COMPLY WITH THE REQUIREMENTS OF ADA.
5. WHERE "NIC" OR "NOT IN CONTRACT" IS INDICATED, THE ITEM IS INCLUDED FOR COORDINATION AS OWNER PFAC.
6. ALL GRIDLINES ARE TO CENTER OF FRAMING AND OF STRUCTURE UNLESS NOTED OTHERWISE.

SITE LEGEND

- NEW CONCRETE
- NEW ASPHALT
- EXISTING ASPHALT / CONCRETE
- NEW CRUSHED GRANITE GRAVEL 10" MAX SIZE OF 3/8", TO BE COMPACTED AND COATED WITH TERRACOAT OR GRANITECRETE STABILIZER FOR ADA COMPLIANCE
- NEW GRASS

drawing title / location
FLOOR PLANS

scale
As indicated@24"x36"

status
PRELIMINARY

drawing no. / revision
103

project / originator
25008 A