

LANDSCAPE MAINTENANCE AGREEMENT 02-Keller-LMA-0003

THE STATE OF TEXAS

THE COUNTY OF TRAVIS

This AGREEMENT made thisbetween the Texas Department ofKeller acting by and through its duly authors.	Transportation, herei	rrantCou	o as the inty, Texas,			
WITNESSETH						

WHEREAS, Chapter 311 of the Transportation Code gives the City exclusive dominion, control, and jurisdiction over and under the public streets within its corporate limits and authorizes the City to enter into agreements with the State to fix responsibilities for maintenance, control, supervision, and regulation of State highways within and through its corporate limits; and

WHEREAS, Section 221.002 of the Transportation Code authorizes the State, at its discretion, to enter into agreements with cities to fix responsibilities for maintenance, control, supervision, and regulation of State highways within and through the corporate limits of such cities; and

WHEREAS, the State and the City have entered into a Municipal Maintenance Agreement dated February 08, 1968, the provisions of which are incorporated herein by reference, and wherein the City has agreed to retain all functions and responsibilities for maintenance and operations which are not specifically described as the responsibility of the department; and

WHEREAS, the State has existing and proposed landscape improvements, such as, but not limited to, the installation of tree, shrub, and turf plantings, irrigation systems, and other aesthetic elements for areas within the right of way of state highway routes within the City as shown on Attachment "A"; and

WHEREAS, the State will provide such landscape improvements, provided that the City agrees to be responsible for all required maintenance of the landscape improvements.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed, it is agreed as follows:

Contract Period

This Agreement becomes effective upon the date of final execution by the State, and shall remain in effect until terminated or modified as hereinafter provided.

Coverage

This agreement prescribes the responsibilities of the State and the City relating to the maintenance of the <u>Green Ribbon Landscape Enhancement</u> project which is located on <u>US 377</u> non-controlled access state highway, as defined in the Municipal Maintenance Agreement. The maintenance is further described in Attachment A, the location map for this project, and limited to the portions along <u>US 377</u> from <u>Johnson Rd</u> to end of median (32.943828, -97.254051).

Amendment

The parties agree that this agreement may be amended. Such amendments, to be effective, must be in writing and signed by both parties.

State's Responsibilities

The State shall install landscape elements including but not limited to trees, shrubs, grasses, sidewalks, irrigation systems, and hardscape features through its employees or duly appointed agents.

City's Responsibilities

The City may install landscape elements including but not limited to trees, shrubs, grasses, sidewalks, irrigation systems, and hardscape features through its employees or duly appointed agents. Any installations shall be performed in accordance with Texas Department of Transportation specifications and standards, and must be approved by the State in writing prior to any work being performed.

The City shall maintain all landscape elements within the limits of the right of way including all median and island areas but excluding paved areas intended for vehicular travel. Landscape maintenance shall include but not be limited to plant maintenance, plant replacement, mowing and trimming, hardscape element maintenance, and irrigation system operation and maintenance. The City will be responsible for all utility costs associated with maintaining landscape elements. All landscape elements must be maintained in a functional and aesthetically pleasing condition.

TERMINATION

It is understood and agreed between the parties hereto that should either party fail to properly fulfill its obligations as herein outlined, the other party may terminate this agreement upon thirty days written notice. Additionally, this agreement may be terminated by mutual agreement and consent of both parties.

Should the City terminate this agreement, as prescribed here above, the City shall, at the option of the State, reimburse any reasonable costs incurred by the State.

IN WITNESS WHEREOF, the p	parties have hereunto affixed their signatures,				
the City of	on the day of				
, year	, and the Texas Department of Transportation,				
on the day of	, year				
ATTEST:	THE STATE OF TEXAS Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders,				
CITY OF					
Ву	and the established policies or work				
(Title of Signing Official)	programs heretofore approved and authorized by the Texas Transportation Commission.				
	Ву				
	District Engineer				
	District				
Attachments	Contact/Help				



DEADLINE: 3/28/2025 5:00 PM

APPLICATION GREEN RIBBON PROGRAM FY2026

GREEN RIBBON PROGRA	AM COORDINATOR:			EMAIL:		
Erica Swenson	Erica Swenson			NSON@TXDOT.GOV		
FTW District Vegetation Sp	ecialist	Send PC	DF via email (Applica	ation & Attachments)		
2501 S.W. Loop 820 at Mc Fort Worth, Texas 76133	2501 S.W. Loop 820 at McCart Avenue Fort Worth, Texas 76133 AMOUNT REQUESTING:		400,000.00			
REQUIRED INFORMATION						
City/Local Entity Name:	City of Keller	Tel:	817-473-4	000		
	Director of Community Services	Email: cmaberry@cityofkeller.com				
Address:	1100 Bear Creek Parkway					
City:	Keller	Zip Code:	762	:48		
(Print) Agreement Signer:		Title: Director of Community Services				
	Laura Praelay	Tel:	817-349-6	821		
Proj. manager/Consultant.	801 Cherry Street, Suite 1300	Email:	laura.presi	ley@kimley-horn.com		
	Fort Worth		76102			
Will this be let as a Local Government Project Yes or No: Tes						
Is this	s local entity (or consultant) certified in TxDOT's Local Governme	ent Project Procedu	ures (LGPP) Yes or N	lo: Yes		
	PROJECT INFORMATION					
CSJ or Project#:		Highway: US 377				
Project Limits From:	Johnson Rd.		_	_		
Project Limits To: End of Median (32.943828, -97.254051)						
SCOPE OF WORK						
Scope	of work should be detailed enough to explain locatio		cept of the projec	t.		
This project is located along US Route State 377 within the limits of the City of Keller. The project's goal is to enhance the corridor of US 377 through Keller						
The proposed Green Ribbon funding will provide landscape, hardscape, and irrigation improvements in the parkway from approximately the intersection of						
Johnson Rd north to then end of the first median (32.943828, -97.254051). Landscape plantings will consist of Texas native and adaptive species to create a cohesive look throughout the City. The hardscape improvements will include decomposed granite, river rock, mulch, as well as concrete mow strips. This						
concept can be scaled up or down as needed to match the awarded budget.						
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Attach a Preliminary Schedule, Location Map and Schematic Plan.						
TXDOT USE ONLY						
	APPROVED (Y or N):		AMOUN	(Т:[]		

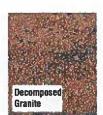
CONCEPT





































US377 (N Main St.) Medians - North of Johnson Rd

FISCAL YEAR 2026





LOCATION MAP











KELLER, TX GREEN RIBBON