



LANDSCAPE MAINTENANCE AGREEMENT 02-Keller-LMA-0001

Form 2043
(Rev. 10/18)
Page 1 of 3

THE STATE OF TEXAS

THE COUNTY OF TRAVIS

This AGREEMENT made this _____ day of _____, 20____, by and between the Texas Department of Transportation, hereinafter referred to as the "State," and the City of _____ Keller _____, _____ Tarrant _____ County, Texas, acting by and through its duly authorized officers, hereinafter called the "City".

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 Green Ribbon Landscape Enhancement project which is located on FM 1709 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 FM1709 from College Avenue to Meadowlands Boulevard.

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 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:

CITY OF _____
By _____
(Title of Signing Official)

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, and the established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By _____
District Engineer

District



DEADLINE: 04/28/2023 5:00 PM

APPLICATION GREEN RIBBON PROGRAM FY2024

GREEN RIBBON PROGRAM COORDINATOR:

Kimberly Phillips, RLA ASLA PMP
Transportation Landscape Architect III

EMAIL:

KIMBERLY.PHILLIPS@TXDOT.GOV

Send PDF via email (Application & Attachments)

TxDOT - FTW District
2501 S.W. Loop 820 at McCart Avenue
Fort Worth, Texas 76133

AMOUNT REQUESTING:

\$400,000

REQUIRED INFORMATION

City/Local Entity Name: **City of Keller**

Tel: **817-743-4000**

Title: **Director of Community Services**

Email: **cmaberry@cityofkeller.com**

Address: **1100 Bear Creek Parkway**

City: **Keller**

Zip Code: **76248**

City Project Manager: **Cody Maberry**

Title: **Director of Community Services**

CONSULTANT INFORMATION

Consultant Project Manager:
(if applicable) **Katherine Utecht**

Tel: **817-339-2280**

Address: **801 Cherry Street, Suite 1300**

Email: **kutecht@kimley-horn.com**

City: **Fort Worth**

Zip Code: **76102**

Will this be let as a Local Government Project Yes or No: **Yes**

City, Local Entity (or Consultant) Certified in TxDOT's Local Government Project Procedures (LGPP) Yes or No: **Yes**

PROJECT INFORMATION

CSJ or Project #

(if combined with existing project)

Highway

FM 1709

Project Limits From: **College Avenue**

Project Limits To: **Meadowlands Boulevard**

SCOPE OF WORK

Scope of work should be detailed enough to explain location, size and concept of the project.

This project is located along FM 1709 within the limits of the City of Keller. The goal of the project is to continue the City's efforts to revitalize their landscape. The proposed Green Ribbon Grant improvements will landscape the four existing medians from College Avenue to Meadowlands Boulevard. Proposed improvements include landscape, hardscape, and irrigation. Planting will consist of Texas native and adaptive shrubs, ornamental grasses, groundcover and ornamental trees. Hardscape improvements will include hardwood mulch and river rock mulch, as well as 12" concrete mow strips along the back of curb for maintenance and safety. This concept can be scaled up or down as needed to match the awarded budget.

MUST ATTACH: Location Map, Schematic Plan, Preliminary Budget, and Preliminary Schedule

TXDOT USE ONLY

APPROVED (Y or N):

AMOUNT:



Location Map

Keller Green Ribbon Phase II - Keller Parkway
FY2024 Application



N.T.S.
April 2023