

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 Willow Park, Parker 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 July 21, 1969, **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 IH 20 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 IH 20 from Mikus Rd to East of Mikus Rd.

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

Attachments

Contact/Help



DEADLINE: 3/28/2025 5:00 PM

APPLICATION GREEN RIBBON PROGRAM FY2026

GREEN RIBBON PROGRAM COORDINATOR:

Erica Swenson
FTW District Vegetation Specialist

2501 S.W. Loop 820 at McCart Avenue
Fort Worth, Texas 76133

EMAIL:

ERICA.SWENSON@TXDOT.GOV

Send PDF via email (Application & Attachments)

AMOUNT REQUESTING:

REQUIRED INFORMATION

City/Local Entity Name:	City of Willow Park	Tel:	817-441-7108
Title:	Director of Parks and Recreation	Email:	mmccarley@willowpark.org
Address:	120 El Chico Trail		
City:	Willow Park	Zip Code:	76087
(Print) Agreement Signer:	Mandy McCarley		
Proj. Manager /Consultant:	Dorothy Witmeyer	Tel:	817-412-7155
Address:	4060 Brant Irving Road		
City:	Fort Worth	Email:	dorothy.witmeyer@westwoodps.com
		Zip Code:	76109
Will this be let as a Local Government Project Yes or No: No			
Is this local entity (or consultant) certified in TxDOT's Local Government Project Procedures (LGPP) Yes or No: Yes			

PROJECT INFORMATION

CSJ or Project #:	0008 03 XXX	Highway:	IH 20
Project Limits From:	Mikus Rd		
Project Limits To:	East of Mikus Rd		

SCOPE OF WORK

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

The goal of this project is to use a conscientious planting and irrigation design to identify and highlight the city's western limits along the highly traveled interstate 20. The proposed planting and irrigation improvements will enhance the commute of daily drivers as they move through the corridor and help mitigate poor air quality. Adhering to TxDOT's safety guidelines and design standards, planting and irrigation improvements would take place within the existing TxDOT ROW, on the south side of the east bound travel lanes, and within the existing grass. Proposed plant materials would consist of natives and near natives well adapted to the area. The concept proposes ornamental trees, shrubs, perennials, ornamental grasses and cobble mulch to provide seasonal interest and help with air quality. A new permanent irrigation system will be installed to provide point source irrigation, bubblers and drip, to all new plant materials. Hardscape items will be limited to mow curbs and cobble mulch.

The City is also interested in constructing and installing a future landscape amenity at this location to help to indicate their city limits, reference schematic plan attached.

Attach a Preliminary Schedule, Location Map and Schematic Plan.

TXDOT USE ONLY

APPROVED (Y or N):

AMOUNT:



