

REIMBURSEMENT AGREEMENT

Dripping Springs Skatepark – Dripping Springs Community Foundation

WHEREAS, the parties to this Reimbursement Agreement (this “Agreement”) are the **City of Dripping Springs, Texas** (“City”), and **Dripping Springs Skate Park, Inc.**, (“Donee”), and **Dripping Springs Community Foundation**, (“Participant”); and

WHEREAS, that certain property more particularly described on Exhibit “A” attached hereto (the “Property”) is a public property owned and maintained by the City; and

WHEREAS, as a public service, for the benefit and improvement of the community, Donee intends to design and construct a structure for skateboards and roller skates; and

WHEREAS, in 2019, the City and the Donee entered into a license agreement which was extended in 2022; and

WHEREAS, the City appropriated seventy-five thousand dollars for construction of the Skate Park in its 2023-2023 Municipal Budget; and

WHEREAS, the Participant is acting as the fiscal sponsor for the Donee for the funding of the Skate Park; and

WHEREAS, the City Council finds that the construction of a Skate Park is a benefit to the City and its residents and is for a municipal purpose; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. The Dripping Springs SkatePark, Inc. agrees to construct, or cause to be constructed, a Skate Park in the Dripping Springs Founders Memorial Park in the location as shown at Attachment “A”.
2. City agrees to reimburse the Donee. through its fiscal sponsor Participant, for up to seventy-five thousand dollars (\$75,000) which is a portion of the costs and expenses for constructing the Dripping Springs Skate Park. The total amount of reimbursement shall not exceed seventy-five thousand dollars unless approved by the City Council of the City of Dripping Springs.
3. The City will reimburse to the Participant, for the Reimbursement Amount once paid invoices in the amount of seventy-five thousand dollars are submitted, reviewed, and approved by the City.
4. This Agreement shall inure to the benefit of and be binding on the parties hereto and their respective legal representatives, successors and assigns. No party shall have the right to

assign this Agreement or any right or interest hereunder to any person or entity without the prior written consent of all parties.

5. This document is effective upon the date of execution by all parties (the "Effective Date").

ACCEPTANCE of these terms and conditions is demonstrated by the parties having executed this document as provided below.

SEVERABILITY. If any term or restriction of this Agreement is held by a court to be invalid, illegal, void or unenforceable, the remainder of the terms, provisions, and restrictions in this agreement shall remain in full force and effect.

CITY:

DATE:

by:

Michelle Fischer, City Administrator

DONEE:

DATE:

by:

Dripping Springs Skate Park

PARTICIPANT:

DATE:

by:

Dripping Springs Community Foundation
Chris Marcum, President

ATTACHMENT "A"
Skate Park



-  Proposed Skatepark
-  City Pool
-  Athletic Fields
-  Perimeter Pathway
-  Skatepark Parking
-  Vehicle Access

