

CONSTRUCTION REIMBURSEMENT AGREEMENT

300 Mercer Street - Gutters – Dripping Springs, Texas

WHEREAS, the parties to this Reimbursement Agreement (this “Agreement”) are the **City of Dripping Springs, Texas** (“City”), and **Ivan R. Misner**, property owner (“Owner”).

WHEREAS, during the design and construction of the Mercer Street Restrooms project it was determined that gutters were needed at 300 Mercer Street, Dripping Springs, adjacent to the project; and

WHEREAS, the cost of installing the gutters at 300 Mercer Street for the Mercer Street Restrooms is two thousand one hundred twenty-two dollars and twenty-four cents (\$2,122.24) as shown in the estimate in Attachment “A”; and

WHEREAS, the gutters are beneficial to the City of Dripping Springs and its residents; and

WHEREAS, providing reimbursement for the cost of the gutters to the owner rather than the improvements being built by the City will ensure its efficient and cost-effective construction in coordination with the construction of the Mercer Street Restrooms project; and

WHEREAS, there is sufficient funds in the contingency fund to pay for this reimbursement; and

WHEREAS, the parties wish to ensure that Owner will be reimbursed for costs and expenses of the gutters pursuant to the foregoing.

NOW, THEREFORE, here comes the City and Owner to memorialize and execute a reimbursement agreement, as follows:

1. Ivan R Misner agrees to construct, or cause to be constructed, gutters as designed and located as indicated in Attachment “A” no later than April 15, 2025. The gutter installation will be coordinated with City Inspector, Garrett Osborne.
2. City agrees to reimburse Ivan R. Misner for up to two thousand one hundred and twenty-two dollars and twenty-four cents (\$2,122.24) which is the cost for constructing the gutters.
3. The City will reimburse Ivan R. Misner for the Reimbursement Amount once the gutters are constructed and accepted by the City and a written request for reimbursement is reviewed and approved.
4. This Agreement shall inure to the benefit of and be binding on the parties hereto and their respective legal representatives, successors and assigns. Neither party shall have the right

to assign this Agreement or any right or interest hereunder to any person or entity without the other party's prior written consent.

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

OWNER:

DATE:

by:

Ivan R. Misner

ATTACHMENT "A"
GUTTERTEX

