

**AGREEMENT BETWEEN THE CITY OF KYLE REINVESTMENT ZONE #2 AND  
THE CITY OF KYLE TEXAS FOR THE REIMBURSEMENT OF MAINTENANCE  
EXPENSES FOR THE PARKING STRUCTURES AND ASSOCIATED LANDSCAPING  
FOR THE PERFORMING ARTS CENTER OWNED BY HAYS CONSOLIDATED  
INDEPENDENT SCHOOL DISTRICT**

This Agreement is between the City of Kyle Reinvestment Zone #2 (the “Zone”) and the City of Kyle Texas, a home-rule municipality (the “City”) for the reimbursement of landscaping and parking facility maintenance within the boundaries of the Performing Arts Center (the “PAC”) which is owned and operated by the Hays Consolidated Independent School District (the “District”) and located wholly within the boundaries of the Zone. This agreement ("Agreement") is entered between the Zone and the City as of the \_\_\_\_ day of \_\_\_\_\_, 2020, for the purposes and considerations set forth herein.

**RECITALS**

**WHEREAS**, the City of Kyle is a Texas home-rule municipality organized in accordance with the laws of the State of Texas; and,

**WHEREAS**, the Zone was established for the investment in, and continued maintenance of, the public properties within the boundaries of the Zone as established in the authorizing actions that created the Zone; and,

**WHEREAS**, the Zone entered into a Joint Use agreement with the District in September of 2020 which included the joint use of the PAC parking facilities as described in that agreement and also included the responsibility of the Zone to provide maintenance for the parking facilities and landscaping associated with the PAC; and,

**WHEREAS**, the City has the capabilities to perform the required maintenance; and,

**WHEREAS**, the City must abide by public procurement law and has established purchasing rules which the Zone accepts as meeting and satisfying public procurement laws; and,

**WHEREAS**, the Zone wishes to authorize the City to begin maintenance duties associated with the Zone’s commitment to the District in the Joint Use agreement; and,

**WHEREAS**, the Zone will reimburse the City for the direct expenses attributed to the maintenance of the PAC’s parking facilities and landscaping; and,

**WHEREAS**, Chapter 311, Texas Tax Code, authorizes the Board of Directors of the Zone to enter into agreements as the Board may consider necessary to implement the Plan and achieve the purposes of the Zone; and,

**WHEREAS**, this Agreement is necessary to implement the Project and Financing Plan to achieve the purposes of the Zone.

**NOW THEREFORE**, in consideration of the mutual promises and agreements herein contained, the Parties hereto agree as follow:

## **Section 1. MAINTENANCE OF PARKING FACILITIES**

- 1.1. Parking structure repairs and striping.** The repairs that are identified by City Public Works division or requested by the District or Zone will be repaired by City personnel or via a contractor that has been duly accepted by the City through appropriate public procurement processes. City will prepare a budget, at least annually, of the expected annual cost of repairs, to be approved by the Zone. City will track all direct costs of the repair and include those in their reimbursement requests. Repairs will occur as time, personnel, weather and resources allows.
- 1.2. Emergency Repairs.** Emergency repairs that may exceed the approved budget may occur prior to the City receiving approval of the Zone but will be included in a future amendment to the Zone budget no less than quarterly.
- 1.3. Reimbursement for Expenses.** Once the City has completed the repairs in 1.1 and 1.2 above, the City will submit an invoice to the Zone.
  - (a) Zone agrees:
    - (i) to appropriate funds to cover the costs of appropriate maintenance and upkeep in accordance with the City's proposed budget; and
    - (ii) to reimburse said expenses timely upon receipt.
- 1.4. Commencement of Project by City.** Once a budget is accepted by the Zone, repairs will commence no later than within thirty (30) days and continue as needed, weather permitting.

## **Section 2. MAINTENANCE OF LANDSCAPING**

- 2.1 Landscaping Maintenance.** The City will perform maintenance of the landscaping to include the turf, trees, ornamentals and flower beds on, in or around the PAC property and parking facilities. The target level of care is: weekly visits during the growing season, bi-weekly visits during dormancy; irrigation management and control; the use of pre and post emergent chemicals to aid in weed control; fertilization; and, the use of broad spectrum herbicides. The areas are identified in Exhibit A.
- 2.2 Reimbursement of Expenses.** The City will invoice the Zone monthly for the costs associated for providing the maintenance as described in 2.1 above.
  - (a) Zone agrees:
    - (i.) to appropriate funds to cover the costs of appropriate maintenance and

- upkeep in accordance with the City's proposed budget; and  
(ii.) to reimburse said expenses timely upon receipt.

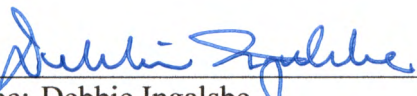
### **Section 3. Notice and Legal**

- 3.1 Notice.** Any notice required or permitted to be given under this Agreement by one party to the other shall be in writing and the same shall be deemed to have been served and given if received via email, as a minute order from a duly posted board or council meeting. All notices between and to each party should be directed to the City Manager.
- 3.2 Captions.** Captions are included solely for the purpose of convenience of reference and if there is any conflict between captions and the text of the Agreement, the text shall control.
- 3.3 Construction.** Whenever the context requires, the gender of all words herein shall include the masculine, feminine and neuter, and the number of all words shall include the singular and plural.
- 3.4 Reference.** Unless otherwise specified and adopted, references in this agreement to "Paragraphs" refers to the paragraphs of this Agreement.
- 3.5 Remedy For Partial Invalidity.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable for any reason, then the remainder of the Agreement shall be deemed to be valid and enforceable as if the invalid portion had not been included.
- 3.6 Applicable Law.** This Agreement shall be construed under and in accordance with the laws of the State of Texas.
- 3.7 Venue.** Any action in law or equity brought to enforce or interpret any provision of this Agreement shall be brought in a court of competent jurisdiction with venue in Hays County, Texas.
- 3.8 Other Instruments.** The parties hereto covenant and agree that they shall execute and deliver such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the intent of this Agreement.
- 3.9 Counterparts.** This Agreement may be executed in multiple originals, either of which shall be construed to be an original, by the Mayor of Kyle and the president of County Line Special Utility District.
- 3.10 Effective Date.** This Agreement shall be in full force and effect as of the date first written above.
- 3.11 Term.** This agreement is in effect from the Effective Date for a term of ninety-nine (99) years.

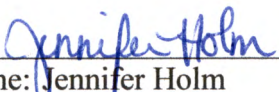
- 3.12 **Authorization.** All parties and officers signing this Agreement warrant to be duly authorized to execute this Agreement.
- 3.13 **Costs and Expenses.** Each party hereby agrees to pay all of its costs and expenses necessary to bring this contract into existence and to implement same.
- 3.14 **Anti-Boycott.** By entering into this agreement with the City, the Zone verifies that the Zone does not boycott Israel and will not boycott Israel during the term of the agreement.

EXECUTED IN DUPLICATE ORIGINALS effective as of the date first written above.

**City of Kyle Reinvestment Zone #2**

By:   
Name: Debbie Ingalsbe  
Title: Board President

Attest:

By:   
Name: Jennifer Holm  
Title: City Secretary

**City of Kyle**

By: \_\_\_\_\_  
Name: Travis Mitchell  
Title: Mayor

Attest:

By: \_\_\_\_\_  
Name: Jennifer Holm  
Title: City Secretary





Everett St

171

Kohlers Crossing

Hays CISD Performing Arts Center

241 ft