

REIMBURSEMENT AGREEMENT

This Reimbursement Agreement (this “Agreement”), effective as of _____, 2025, is made by and between MISSION ECONOMIC DEVELOPMENT CORPORATION, a Texas Economic Development Corporation and governed by Texas Local Government Code chapters 501, 502 and 505 and the Texas Non-Profit Corporation Act, (the “MEDC”) acting by and through its governing body, the Board of Directors (the “MEDC Board”), , and THE CITY OF MISSION, TEXAS (the “City”), a Texas home-rule city.

RECITALS

WHEREAS, on August 28th, 2024, the MEDC authorized the allocation for the purposes of improving the Shary Municipal Golf Course as a part of its budget pursuant to Resolution No. 2024-07; and

WHEREAS, the MEDC as a Type B Corporation may provide funding for public improvements to recreational and community facilities pursuant to Chapter 505 of the Texas Local Government Code; and

WHEREAS, MEDC finds that such investment will improve the quality of life for the Mission community and residents; and

WHEREAS, the City has determined that it will carry out such improvements and seek reimbursement from the MEDC for costs incurred.

AGREEMENT

For and in consideration of the mutual promises, covenants, obligations, and benefits contained herein, the MEDC and the City contract and agree as follows:

ARTICLE 1 GENERAL TERMS

1.1 Definitions. The terms “Agreement,” “City,” “MEDC,” and “MEDC Board,” have the above meanings, and the following terms have the following meanings:

“Code” means the Texas Local Government Code, as amended.

“County” means Hidalgo County, Texas.

“City Advances” means any funds advanced by the City pursuant to Section 6.1 of this Agreement, expressly including, but not limited to, out-of-pocket expenses.

“Party” or “Parties” means one or more of the MEDC, and the City, the parties to this Agreement.

“Project” means the construction and installation of the Public Improvements to the Shary Municipal Golf Course;

“Project Costs” means all costs relating to the planning, design, engineering, construction, and installation of the Public Improvements.

“Public Improvements” means, collectively, the projects described in Section 3.1, below.

“State” means the State of Texas.

1.2 Singular and Plural. Words used herein in the singular, where the context so permits, also include the plural and vice versa. The definitions of words in the singular herein also apply to such words when used in the plural where the context so permits and vice versa.

ARTICLE 2 REPRESENTATIONS

2.1 Representations of the MEDC. The MEDC hereby represents to the City that:

(A) The MEDC is duly authorized, created and existing in good standing under the laws of the State of Texas and is duly qualified and authorized to carry out the governmental functions and operations contemplated by this Agreement.

(B) The MEDC has the power, authority, and legal right to enter into and perform this Agreement and the execution, delivery, and performance hereof (a) have been duly authorized, (b) to the best of the MEDC’s knowledge, will not violate any applicable judgment, order, law, or regulation, and (c) do not constitute a default under, or result in the creation of, any lien, charge, encumbrance, or security interest upon any assets of the MEDC under any agreement or instrument to which the MEDC is a party or by which the MEDC or its assets may be bound or affected.

(C) The Public Improvements and the Project Costs are components of or are consistent with the Project, and the Project Costs are eligible for reimbursement in accordance with the Code

(D) This Agreement has been duly authorized, executed, and delivered by the MEDC and, constitutes a legal, valid, and binding obligation of the MEDC, enforceable in accordance with its terms except to the extent that (a) the enforceability of such

instrument may be limited by bankruptcy, reorganization, insolvency, moratorium, or other similar laws of general application in effect from time to time relating to or affecting the enforcement of creditors' rights and (b) certain equitable remedies including specific performance may be unavailable.

(E) The execution, delivery, and performance of this Agreement by the MEDC do not require the consent or approval of any person which has not been obtained.

2.2 Representations of the City. The City hereby represents to the MEDC that:

(A) The City is duly authorized, created, and validly existing under the laws of the State of Texas.

(B) The City has the power, authority, and legal right to enter into and perform the obligations set forth in this Agreement, and the execution, delivery, and performance hereof (a) have been duly authorized, (b) will not, to the best of the City's knowledge, violate any judgment, order, law, or regulation applicable to the City or any provisions of the City's organizational documents, and (c) do not constitute a default under or result in the creation of, any lien, charge, encumbrance, or security interest upon any assets of the City under any agreement or instrument to which the City is a party or by which the City or its assets may be bound or affected.

(C) The City will have sufficient capital to perform its obligations under this Agreement at the time it needs to have sufficient capital.

(D) This Agreement has been duly authorized, executed, and delivered and constitutes a legal, valid, and binding obligation of the City, enforceable in accordance with its terms except to the extent that (a) the enforceability of such instruments may be limited by bankruptcy, reorganization, insolvency, moratorium, or other similar laws of general application in effect from time to time relating to or affecting the enforcement of creditors' rights and (b) certain equitable remedies including specific performance may be unavailable.

ARTICLE 3 THE PUBLIC IMPROVEMENTS

3.1 Public Improvements. The Public Improvements consist of repairs, design, construction, and equipment purchases for the Shary Municipal Golf Course located at 2201 N Mayberry St. more particularly described in Exhibit A (the "Public Improvements"). The Parties acknowledge that the Public Improvements will be financed and designed, and will be acquired by the City and consistent with the terms of this Agreement.

3.2 Project Costs. The Project Costs eligible under this Agreement shall be the City's actual expense costs of the Public Improvements, not to exceed \$250,000.00, and shall not include interest.

ARTICLE 4 DUTIES AND RESPONSIBILITIES OF THE CITY

4.1 Acquisition of Public Improvements. The City shall be responsible for the acquisition and installation of the Public Improvements and complying with all applicable competitive bidding laws. As applicable, the City will provide bid tabs and other information reasonably requested by the MEDC to document the scope of the Public Improvements, and the costs thereof. As the City acquires and installs Public Improvements, the City shall provide the MEDC with a summary of all costs associated with the Public Improvements for which the City seeks reimbursement along with evidence that all amounts owing to contractors, subcontractors, and suppliers have been paid in full (as evidenced by customary affidavits executed by such contractors). The City will document the extent of the Public Improvements to the MEDC as soon as practicable following completion thereof.

4.2 Cooperation. The City agrees that it will cooperate with the MEDC and will provide all necessary information to the MEDC to expedite reimbursement from MEDC for the Project Costs.

ARTICLE 5 DUTIES AND RESPONSIBILITIES OF MEDC

5.1 Reimbursement by MEDC. The MEDC shall reimburse to the City the Project Costs, without interest, in the amount of the actual eligible costs of the Public Improvements as described herein. The total, actual Project Costs of the Public Improvements for which the MEDC shall be responsible under the terms of this Agreement shall not exceed \$250,000.00.

ARTICLE 6 PUBLIC IMPROVEMENTS FINANCING AND FUNDING

6.1 City Advances.

(A) The City will advance sufficient funds for all costs comprising the Project Costs including, without limitation, all costs of design and engineering that arose or will arise in connection with the completed Public Improvements, including all payments arising under any contracts entered into by the City pursuant to this Agreement, all costs incurred in connection with obtaining governmental approvals, certificates, or permits (including any building permit fees) required as a part of any contracts entered into in

accordance with this Agreement, all related legal fees and out-of-pocket expenses incurred in connection therewith.

(B) As the Public Improvements are acquired and installed by the City, the MEDC shall begin repaying the advances made by the City pursuant to Section 6.1(A) of this Agreement, up to the maximum amount of the Project Costs, but in no case more than \$250,000.

ARTICLE 7 DEFAULT

7.1. Default.

(A) If the MEDC does not perform its obligations hereunder in compliance with this Agreement in all material respects, in addition to the other rights given the City under this Agreement, the City may enforce specific performance of this Agreement or seek actual damages incurred by the City for any such default if such default is not cured within 30 days after receipt by the MEDC of a written notice of default (or such longer period as is reasonably necessary; provided that actions reasonably calculated to cure the default are being diligently pursued to completion).

(B) In the event the City completes the Public Improvements but does not otherwise perform its obligations hereunder in all material respects in substantial compliance with this Agreement, in addition to the other rights given to the MEDC under this Agreement, the MEDC may enforce specific performance or seek actual damages incurred for any such default if such default is not cured within thirty (30) days after receipt by the City of a written notice of default (or such longer period as is reasonably necessary; provided that actions reasonably calculated to cure the default are being diligently pursued to completion).

(C) Force majeure. If force majeure prevents either Party hereto from performing any of its obligations under this Agreement, in whole or part, then the obligations of such Party, to the extent affected by such force majeure, shall be suspended during the continuance of any inability, provided that such Party is exercising due diligence to resume performance at the earliest practical time. As soon as reasonably possible after occurrence of the force majeure relied upon, the Party whose contractual obligations are affected thereby shall give notice and full particulars of such force majeure to the other Party. The term "force majeure," as used herein, shall include, without limitation of the generality thereof, acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, direct orders of any kind of the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, explosions, and any other incapacities of either Party, whether similar to those enumerated or

otherwise, which are not within the control of the Party claiming such inability, and which such Party could not have avoided by the exercise of due diligence and care. It is understood and agreed that the settlement of strikes and lockouts shall be remedied with all reasonable dispatch, but shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable to it in the judgment of the Party having the difficulty.

ARTICLE 8 GENERAL

8.1 Inspections. The City agrees to keep such operating records relating to the Public Improvements as may be required by the MEDC, or by state and federal law or regulation for a period not to exceed four years after completion, unless otherwise required by law. The City shall allow the MEDC reasonable access to documents and records in the City's possession, custody or control that the MEDC deems necessary to assist the MEDC in determining the City's compliance with this Agreement.

8.2 Personal Liability of Public Officials. To the extent permitted by state law, no director, officer, employee or agent of the MEDC, and no officer, employee, or agent of the City, shall be personally responsible for any liability arising under or growing out of the Agreement.

8.3 Notices. Any notice sent under this Agreement (except as otherwise expressly required) shall be written and mailed (certified, return receipt requested), or sent by facsimile transmission confirmed by mailing written confirmation at substantially the same time as such facsimile transmission, or personally delivered to an officer of the receiving Party at the following addresses:

If to the City: City Manager
 City of Mission, Texas
 1201 E. 8th
 Mission, Texas 78572

If to the MEDC: Chief Executive Officer
 Mission Economic Development Corporation
 801 N. Bryan Road
 Mission, Texas 78572

Each Party may change its address by supplying written notice to the other Party in accordance with this Section. Any communication addressed and mailed in accordance with this Section shall be deemed to be given when so mailed, any notice sent by facsimile transmission shall be deemed to be given when receipt of such transmission is acknowledged, and any communication delivered in person shall be deemed to be given when actually received by the MEDC or the City, as the case may be.

8.4 Amendments and Waivers. Any provision of this Agreement may be amended or waived if such amendment or waiver is in writing and is signed by the MEDC and the City. No course of dealing on the part of the City, nor any failure or delay by the City with respect to exercising any right, power or privilege of the City under this Agreement shall operate as a waiver thereof, except as otherwise provided in this Section.

8.5 Invalidity. In the event that any of the provisions contained in this Agreement shall be held unenforceable in any respect, such unenforceability shall not affect any other provision of this Agreement.

8.6 Successors and Assigns. All covenants and agreements made herein by or on behalf of the MEDC shall bind its successors and assigns and shall inure to the benefit of the City and its successors and assigns. The MEDC may assign its rights and obligations under this Agreement or any interest herein, with the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned, or delayed.

8.7 Exhibits; Titles of Articles, Sections and Subsections. The exhibits attached to this Agreement are incorporated herein and shall be considered a part of this Agreement for the purposes stated herein, except that in the event of any conflict between any of the provisions of such exhibits and the provisions of this Agreement, the provisions of this Agreement shall prevail. All titles or headings in this Agreement are included only for the convenience of the Parties and shall not be construed to have any effect or meaning as to the agreement between the Parties. Any reference herein to a Section or Subsection shall be considered a reference to such Section or Subsection of this Agreement unless otherwise stated. Any reference herein to an exhibit shall be considered a reference to the applicable exhibit attached hereto unless otherwise stated.

8.8 Construction. This Agreement is a contract made under and shall be construed in accordance with and governed by the laws of the United States of America and the State of Texas, as such laws are now in effect.

8.9 Entire Agreement. THIS WRITTEN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

8.10 Term. This Agreement shall be in force and effect from the date of execution hereof for a term expiring on the date the City Advances have been repaid in full.

8.11 Approval by the Parties. Whenever this Agreement requires or permits approval or consent to be hereafter given by any of the Parties, the Parties agree that such approval or consent shall not be unreasonably withheld or delayed.

8.12 Additional Actions. The Parties agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications as may be necessary or appropriate, from time to time, to carry out the terms, provisions, and intent of this Agreement, and to aid and assist each other in carrying out such terms, provisions, and intent.

[EXECUTION PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have caused this Reimbursement Agreement to be duly executed as of the ____ day of _____, 2025.

**MISSION ECONOMIC DEVELOPMENT
CORPORATION**

By: _____
TECLO J. GARCIA, CEO

CITY OF MISSION, TEXAS

By: _____
NORIE GONZALEZ-GARZA, Mayor

Exhibit A

SHARY GOLF COURSE PUBLIC IMPROVEMENT PROJECT

| <u>Projects</u> | <u>Estimates</u> |
|------------------------------|------------------|
| Water Well Construction | \$ 130,000.00 |
| Sod Repair for Greens 1 - 18 | \$ 21,870.00 |
| Sod Repair Hole 1 Fairway | \$ 7,900.00 |
| Driving Range Operations | \$ 20,000.00 |
| Peat Moss Mix for Greens | \$ 3,500.00 |
| Re-Sod Two Practice Greens | \$ 29,870.00 |
| Sand for Aerification Pump | \$ 6,500.00 |
| Station Repair | \$ 24,000.00 |
| Miscellaneous | \$ 6,360.00 |

Estimated Total: **\$ 250,000.00**

Certain pricing are estimates and are not meant to be the actual dollar amount.
Above list is not meant to be all encompassing of golf course needs.
Project funds can be reallocated as needed for project