

STATE OF TEXAS

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COUNTY OF HIDALGO

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FIRST AMENDMENT TO REIMBURSEMENT AGREEMENT

This FIRST AMENDMENT TO REIMBURSEMENT AGREEMENT (this “Amendment”) is dated to be effective as of _____, 2026 (the “Effective Date”), by and among **MISSION REDEVELOPMENT AUTHORITY, a local government corporation created and organized under the provisions of the Texas Transportation Corporation Act, Chapter 431, Texas Transportation Code, and authorized and approved by the City of Mission, Texas, pursuant to Resolution No 1021 adopted on November 26, 2001** (the “Authority”), acting by and through its Board of Directors (the “Authority Board”), **REINVESTMENT ZONE NUMBER ONE, CITY OF MISSION, TEXAS, a tax increment reinvestment zone created by the City of Mission, Texas, pursuant to Chapter 311, Texas Tax Code** (the “TIRZ”), acting by and through its Board of Directors (the “TIRZ Board”), and **CITY OF MISSION, TEXAS, a Texas home-rule city** (“City”).

R E C I T A L S:

WHEREAS, on January 27, 2026, the Authority, the TIRZ and the City entered into a reimbursement agreement (the “Agreement”) by which the City agreed to carry out and fund the design of the Bryan Road Project, which is located partially within and adjacent to the TIRZ (the “Project”) and for the benefit of the TIRZ, and the Authority agreed to reimburse the City for costs incurred by the City in doing so; and

WHEREAS, the Authority, the TIRZ, and the City desire to amend the Agreement to provide for reimbursement to the City for the costs associated with a change order to upgrade the traffic signal at the intersection of Bryan Road and F.M. 495 in conjunction with the Project.

NOW, THEREFORE, in consideration of the foregoing Recitals and the mutual covenants herein contained, the Authority, the TIRZ, and the City hereby agree as follows:

1. **Recitals.** The recitals set forth above are incorporated herein by this reference with the same force and effect as if fully set forth hereinafter.

2. **Capitalized Terms.** Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Amendment.

3. **Definition of “Project Costs”.** The Authority, the TIRZ, and the City agree that the definition of “Project Costs” in Section 1.01 of the Agreement is hereby amended to read as follows:

“‘Project Costs’ means all costs relating to the planning, design, engineering, construction, and installation of the Public Improvements, and the upgrade of the traffic signal located at the intersection of Bryan Road and F.M. 495.”

4. **Section 3.2 of the Agreement.** The Authority, the TIRZ, and the City agree that Section 3.2 of the Agreement is hereby amended to read as follows:

“3.02 **Project Costs.** The Project Costs eligible under this Agreement shall be: (1) the City’s actual design costs of the Public Improvements that are eligible for financing by the Authority under the Project and Financing Plan, not to exceed **\$6,500,000.00**, and shall not include

interest; and (2) the City's actual costs incurred in upgrading the traffic signal at the intersection of Bryan Road and F.M. 495, as shown in the change order attached hereto as **Exhibit "A"**, not to exceed **\$97,370.00**, which shall be paid exclusively out of the TIRZ's general fund balance and shall not include interest.

5. **Section 5.01 of the Agreement.** The Authority, the TIRZ, and the City agree that Section 5.1 of the Agreement is hereby amended to read as follows:

"5.01 **Authority Contributions.** The Authority 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 Authority shall be responsible under the terms of this Agreement shall not exceed **\$6,303,080.00**. Except as provided in Section 3.02(2) (which requires that the traffic signal upgrade be paid out of the TIRZ's general fund balance and not bond proceeds), the Project Costs shall be financed and funded in accordance with Article 6 of this Agreement. In the event that any portion of the Public Improvements is determined by the Texas Attorney General or other authority with jurisdiction to be ineligible under the Act, the Project Costs shall be reduced by the amount of such ineligible Public Improvements. If the Authority has already repaid the City for such ineligible Public Improvements in accordance with this Agreement, the Parties agree that (a) the amount repaid by the Authority for such ineligible Public Improvements shall be offset against future repayments to the City by the Authority, or (b) in the event that there are not future repayments to be made by the Authority, the City shall reimburse the Authority for such repayment within 30 days of receipt of an invoice from the Authority.

6. **Ratification.** Except as expressly set forth herein, all other terms and conditions of the Agreement are hereby confirmed and ratified by the Parties. Defined terms used in this Amendment shall have the same meaning as in the Contract, unless another meaning is clearly intended herein.

7. **Miscellaneous.**

(a) In the event that any term, covenant, obligation and/or condition in this Amendment conflicts with a provision in the Agreement, the terms of this Amendment shall control and supersede.

(b) This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement. *Facsimile or portable document formatted (pdf) signatures hereto shall be deemed original signatures.*

(c) Each of the City, the Authority, and the TIRZ do hereby warrant as to itself that it (i) is a duly authorized and existing entity, and (ii) has full right and authority to enter into this Amendment.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have executed this Amendment as of dates set forth below, provided that this Amendment shall be effective retroactively as of the Effective Date first above written.

EXECUTED this ____ day of _____ 2026.

AUTHORITY:

MISSION REDEVELOPMENT AUTHORITY

By: _____
MARTIN GARZA, Chairman

ATTEST:

AISSA I. GARZA, Secretary

AUTHORITY:

REINVESTMENT ZONE NUMBER ONE, CITY OF MISSION, TEXAS

By: _____
MARTIN GARZA, Chairman

ATTEST:

AISSA I. GARZA, Secretary

CITY:

CITY OF MISSION, TEXAS

By: _____
NORIE GONZLEZ GARZA, MAYOR

ATTEST:

ANNA CARRILO, City Secretary

Exhibit A
Change Order



CHANGE ORDER REQUEST

Date: 6.24.2026

BRYAN RD RECONSTRUCTION & DRAINAGE IMPROVEMENTS

SUBMITTED BY: VENSER CONTRACTORS LLC
10620 CIBOLO DR
EDINBURG TX 78542

CHANGE ORDER REQUEST NO 1

Description	Unit	Quantity	Rate	C.O. TOTAL
TRAFFIC SIGNAL UPGRADE AT BRYAN RD & FM 495	LS	1	\$ 97,370.00	\$ 97,370.00
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -

TOTAL COR: \$ 97,370.00

SUBMITTED BY:

A blue ink signature, appearing to be a stylized "V" or "P", is written over a horizontal line.

VENSER CONTRACTORS LLC

APPROVED BY:
