



CITY COUNCIL MEETING

April 27, 2026 at 12:00 PM

WolfForth City Hall - 302 Main Street WolfForth, TX

AGENDA

CALL MEETING TO ORDER

INVOCATION - Councilmember Houck

PLEDGE OF ALLEGIANCE - Mayor Addington

ROLL CALL AND ESTABLISH A QUORUM

REGULAR SESSION

1. PUBLIC HEARING: Conduct a Public Hearing, Pursuant to Section 505.159, Texas Local Government Code, regarding an Economic Development Project to Be Undertaken by the Corporation for the Purpose of Acquiring Land.

A public hearing is held by the governing body in order for the public to hear the facts and offer their opinions. The governing body is not obligated to engage in dialogue with those present.

CONSENT AGENDA #1

Items considered to be routine are enacted by one motion without separate discussion. If the City Council desires to discuss an item, the item is removed from the Consent Agenda and considered separately.

2. Consider Action on Resolution 2026-017 of the City Council of the City of WolfForth, Texas (“City”), (I) Approving the Resolution of the Board of Directors of the WolfForth Economic Development Corporation (“Corporation”) Regarding a Loan Secured by and Payable From the Corporation’s Sales and Use Tax in the Aggregate Principal Amount Not to Exceed \$6,500,000 for the Purpose of Acquiring Land; (II) Approving Said Project as an Economic Development Project to Be Undertaken by the Corporation; (III) Approving a Sales Tax Remittance Agreement Between the City and the Corporation; (IV) Approving Such Programs and Expenditures by the Corporation; (V) Resolving Other Matters Incident and Related to the

Loan; and (VI) Authorizing the Mayor to Execute, on Behalf of the City, One or More General Certificates of the City and the Sales Tax Remittance Agreement.

3. Consider and take appropriate action on Resolution 2026-018

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH, TEXAS APPROVING A CHAPTER 380 AGREEMENT BETWEEN THE CITY OF WOLFFORTH AND THE WOLFFORTH ECONOMIC DEVELOPMENT CORPORATION REGARDING THE DEVELOPMENT OF REAL PROPERTY; AND PROVIDING AN EFFECTIVE DATE

ADJOURN

RIGHT TO ENTER EXECUTIVE SESSION:

The City Council for the City of Wolfforth reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any matters listed on this agenda, as authorized by the Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices) and 551.087 (Economic Development).

In accordance with the Americans with Disability Act any person with a disability requiring reasonable accommodation to participate in this meeting should call the City Secretary at 806-855-4120 or send written request to P.O. Box 36 Wolfforth Texas 79382 at least 48 hours in advance of the meeting date.

Certification

I, the undersigned authority do hereby certify that the Notice of Meeting was posted at City Hall of the City of Wolfforth, Texas was posted on April 21, 2026

/s/ Terri Robinette, City Secretary



AGENDA ITEM COMMENTARY

Item # 1.

MEETING NAME: City Council

MEETING DATE: April 27, 2026

ITEM TITLE: 1. PUBLIC HEARING: Conduct a Public Hearing, Pursuant to Section 505.159, Texas Local Government Code, regarding an Economic Development Project to Be Undertaken by the Corporation for the Purpose of Acquiring Land.

A public hearing is held by the governing body in order for the public to hear the facts and offer their opinions. The governing body is not obligated to engage in dialogue with those present.

Consider and take appropriate action on Resolution 2026-017 of the City Council of the City of Wolfforth, Texas (“City”), (I) Approving the Resolution of the Board of Directors of the Wolfforth Economic Development Corporation (“Corporation”) Regarding a Loan Secured by and Payable From the Corporation’s Sales and Use Tax in the Aggregate Principal Amount Not to Exceed \$6,500,000 for the Purpose of Acquiring Land; (II) Approving Said Project as an Economic Development Project to Be Undertaken by the Corporation; (III) Approving a Sales Tax Remittance Agreement Between the City and the Corporation; (IV) Approving Such Programs and Expenditures by the Corporation; (V) Resolving Other Matters Incident and Related to the Loan; and (VI) Authorizing the Mayor to Execute, on Behalf of the City, One or More General Certificates of the City and the Sales Tax Remittance Agreement.

- 3. Consider and take appropriate action on Resolution 2026-018

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH, TEXAS APPROVING A CHAPTER 380 AGREEMENT BETWEEN THE CITY OF WOLFFORTH AND THE WOLFFORTH ECONOMIC DEVELOPMENT CORPORATION REGARDING THE DEVELOPMENT OF REAL PROPERTY; AND PROVIDING AN EFFECTIVE DATE

STAFF INITIATOR: Terri Robinette, City Secretary

BACKGROUND:

This commentary encompasses three related actions that together authorize and secure funding for the Wolfforth Economic Development Corporation’s acquisition of approximately 40+ acres located behind Patterson Park. This property represents a strategic investment in the community’s long-term economic development efforts, including the creation of future commercial, retail, hospitality, and mixed-use opportunities.

First, the Council will need to conduct a public hearing to receive any comments on the EDC’s project to acquire the 40+ acres.

Second, the Council is considering approval of Resolution 2026-017 approving the EDC’s resolution authorizing the issuance of one or more promissory notes in an amount not to exceed \$6.5 million (actual loan amount is \$4,930,000) for the purpose of acquiring land and associated project costs. This Resolution also approves said project as an economic development project to be undertaken by the Corporation; approves a sales tax remittance agreement between the City and the Corporation; approves such programs and expenditures by the Corporation; and authorizes the Mayor to execute, on behalf of the City, one or more general certificates of the city and the sales tax remittance agreement.

Third, the Council is considering approval of Resolution 2026-018, an economic development agreement with the City of Wolfforth under Chapter 380 of the Texas Local Government Code. This agreement provides an additional layer of financial security by establishing a mechanism through which the City may support the EDC in meeting its debt service obligations in the unlikely event that EDC revenues are insufficient. This type of agreement is a common and prudent tool used to strengthen the Corporation’s creditworthiness and secure more favorable financing terms, ultimately protecting both the project and the community’s investment.

Together, these actions position the EDC to move forward with the acquisition of a highly strategic tract of land that will serve as a catalyst for future development. By controlling this property, the EDC can proactively guide the type, quality, and timing of development in a way that aligns with the City’s long-term vision, supports quality growth, and enhances the local tax base. This investment is intended to create opportunities for retail, dining, entertainment, and other destination-oriented uses that will benefit both residents and visitors while supporting continued economic momentum in Wolfforth.

Approval of these items will allow the Corporation to finalize financing, close on the property, and begin the next phase of planning and development.

EXHIBITS:

Resolution 2026-017

Resolution 2026-018

COUNCIL ACTION/STAFF RECOMMENDATION:

Hold a public hearing to receive comments

Approve Consent Agenda items (Resolution 2026-017 and 2026-018)

2. The attached resolution is a true and correct copy of the original on file in the official records of the City; the duly qualified and acting members of the City Council on the date of the aforesaid meeting are those persons shown above and, according to the records of my office, advance notice of the time, place and purpose of said meeting was given to each member of the Council; and that said meeting, and deliberation of the aforesaid public business, was open to the public and written notice of said meeting, including the subject of the above-entitled resolution, was posted and given in advance thereof in compliance with the provisions of V.T.C.A., Chapter 551, Government Code, as amended.

IN WITNESS WHEREOF, I have hereunto signed my name officially on the date first written above.

Terri Robinette, City Secretary

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH, TEXAS (“CITY”), (I) APPROVING THE RESOLUTION OF THE BOARD OF DIRECTORS OF WOLFFORTH ECONOMIC DEVELOPMENT CORPORATION (“CORPORATION”) REGARDING A LOAN SECURED BY AND PAYABLE FROM THE CORPORATION’S SALES AND USE TAX IN THE AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$6,500,000 FOR THE PURPOSE OF ACQUIRING LAND; (II) APPROVING SAID PROJECT AS AN ECONOMIC DEVELOPMENT PROJECT TO BE UNDERTAKEN BY THE CORPORATION; (III) APPROVING A SALES TAX REMITTANCE AGREEMENT BETWEEN THE CITY AND THE CORPORATION; (IV) APPROVING SUCH PROGRAMS AND EXPENDITURES BY THE CORPORATION; (V) RESOLVING OTHER MATTERS INCIDENT AND RELATED TO THE LOAN; AND (VI) AUTHORIZING THE MAYOR TO EXECUTE, ON BEHALF OF THE CITY, ONE OR MORE GENERAL CERTIFICATES OF THE CITY AND THE SALES TAX REMITTANCE AGREEMENT.

WHEREAS, the Wolfforth Economic Development Corporation (the “Corporation”) has been duly created and organized pursuant to the provisions of Chapter 505, Local Government Code, as amended (formerly Section 4B of the Development Corporation Act of 1979, Article 5190.6, Texas Revised Civil Statutes Annotated, as amended) (the “Act”) by the City of Wolfforth, Texas (the “City”); and

WHEREAS, pursuant to the Act, the Corporation is empowered to undertake, and to borrow money for the purpose of financing the cost of, any “project” defined as such by the Act, including without limitation Sections 505.152 and 505.158 thereof; and

WHEREAS, the Board has determined that it is advisable to undertake the acquisition of land, buildings, equipment, facilities, expenditures, targeted infrastructure, and improvements found by the Board of Directors of the Corporation to promote new or expanded business development, including land, buildings, equipment, facilities, expenditures, targeted infrastructure, and improvements required or suitable for use as retail stores and shops, restaurants, hotels, entertainment facilities, tourist development facilities, concert halls, and other related improvements located within the corporate limits and extraterritorial jurisdiction of the City (the “Project”), and the Board of Directors of the Corporation has found and determined that said Project will promote new and expanded business development; and

WHEREAS, the Corporation proposes to enter into a Loan Agreement (as amended, restated, supplemented and/or otherwise modified, the “Loan Agreement”) with PlainsCapital Bank, N.A., as lender (“Lender”), to enable the Corporation to pay the costs of the Project and pay costs of entering into the loan (the “Closing Costs”), and as security for the payment of the principal of and interest thereon, the Corporation has agreed to pledge its ½ of 1% economic development sales and use taxes. The loan shall be evidenced by a taxable promissory note issued by the Corporation in the principal amount of \$4,930,000 payable to the Lender (the “Note”). All capitalized terms used herein, but not otherwise defined herein, shall have the meaning ascribed to such term in the Loan Agreement; and

WHEREAS, the Corporation proposes to enter into a Sales Tax Remittance Agreement, (as amended, restated, supplemented and/or otherwise modified, the “Sales Tax Remittance Agreement”) with the City pursuant to which, among other things, the Corporation will pledge its ½ of 1% economic development sales and use tax revenues to the Lender to secure repayment of the Note; and

WHEREAS, Section 501.073 of the Act requires the City Council of the City to approve all programs and expenditures of the Corporation, and this Resolution of the City Council authorizing the Project has been given at least two separate readings.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WOLFFORTH, TEXAS:

Section 1. The Resolution authorizing the Project, approving the Loan Agreement and authorizing the issuance of the Note adopted by the Corporation (the "Corporation Resolution") on April 27, 2026, and submitted to the City Council this day, is hereby approved in all respects. The Note is being issued to pay the costs of the Project, and the Project is also hereby approved.

Section 2. The approvals herein given are in accordance with the Act, and the Note shall never be construed as an indebtedness or pledge of the City, or the State of Texas (the "State"), within the meaning of any constitutional or statutory provision, and the owner(s) of the Note shall never be paid in whole or in part out of any funds raised or to be raised by taxation (other than sales tax proceeds as authorized pursuant to Chapter 505 of the Act) or any other revenues of the Corporation, the City, or the State, except those revenues assigned and pledged by the Loan Agreement and the Sales Tax Remittance Agreement.

Section 3. The City hereby agrees to promptly collect and remit to the Corporation the Economic Development Sales and Use Tax (defined in the Loan Agreement) to provide for the prompt payment of the Note, and to assist and cooperate with the Corporation in the enforcement and collection of sales and use taxes imposed on behalf of the Corporation.

Section 4. The Sales Tax Remittance Agreement with respect to the obligations of the City and Corporation during the time the Note is outstanding, is hereby approved as to form and substance finally determined by the Mayor or City Manager. Furthermore, the Mayor and the City Secretary and the other officers of the City are hereby authorized, jointly and severally, to execute and deliver such endorsements, instruments, certificates, documents, or papers necessary and advisable to carry out the intent and purposes of this Resolution.

Section 5. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by V.T.C.A. Government Code, Chapter 551, as amended.

Section 6. This Resolution shall be in force and effect from and after its passage on the date shown below.

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PASSED AND ADOPTED, this May 4, 2026.

CITY OF WOLFFORTH, TEXAS

Charles Addington, II, Mayor

ATTEST:

Terri Robinette, City Secretary

Taxable Loan Agreement Sale Overview

Wolfforth EDC

April 27, 2026



SPECIALIZED PUBLIC FINANCE INC.
FINANCIAL ADVISORY SERVICES

Paul Jasin | Managing Director
Office 214.373.3911 | Cell 214.288.7898
paul@spfmuni.com

William Smith, CPA | Director
Cell 936.524.3618
will@spfmuni.com

Sale Overview

- Specialized Public Finance, Inc. (“SPFI”) bid directly to banks a Taxable Loan Agreement.
- The proceeds of the Loan will fund \$4,262,781.60 for a property acquisition.
- The Loan will mature on March 1, 2041. However, if the Property is sold, the Loan will be repaid with proceeds from the sale at that time.
- The EDC received four (4) bids on the Loan. All bids are outlined on the following slides.
- Loan approval is scheduled for April 27th with the concurrent meeting being held with City Council and EDC.
- Closing is scheduled for May 14th, when loan proceeds will be available to the EDC for land purchase.

Overview of Received Bids

	Bids Received:	Interest Rate:	Est. Annual Payments:	Conforming Bid?
1.	PlainsCapital Bank <u>Prepayment</u> : Anytime without penalty. <u>Other Fees</u> : None.	5.75% ⁽¹⁾	\$ 492,804	Yes
2.	American Bank of Commerce (ABC Bank) <u>Prepayment</u> : Anytime without penalty. <u>Other Fees</u> : Borrower to pay passthrough fee (undetermined amount) for attorney prepared documents as well as a 0.50% origination fee (\$24,650).	6.50% ⁽²⁾	\$ 524,139	Yes
3.	Texas Regional Bank <u>Prepayment</u> : Beginning on March 1, 2031, the EDC shall have the right to prepay the Loan in whole or part without penalty. <u>Other Fees</u> : \$5,000 legal fee for Lender's counsel.	5.54%	\$ 484,922	No <i>(Change to the Prepayment Feature)</i>
4.	Webster Bank <u>Prepayment</u> : Anytime with a 1% penalty through 2/28/2031 and no penalty thereafter. <u>Other Fees</u> : None.	5.555%	\$ 485,931	No <i>(Change to the Prepayment Feature)</i>

(1) Wall Street Journal Prime minus 1.00%. Fixed and adjustable at the end of every 5th year.

(2) Option 1: WSJP - 0.25% (6.50%) fixed for 3 years and adjusting every 3 years thereafter for the life of the loan. Floor of 5.00% and ceiling of 7.50% for the life of the loan.

Option 2: With Full Deposit Relationship: WSJP - 0.75% (6.00%) fixed for 3 years, with adjustments every 3 years thereafter for the life of the loan. Floor of 5.00% and ceiling of 7.50% for the life of the loan.

Loan Agreement – Annual Debt Service (Subject to Change)

PlainsCapital Bank Bid

FYE 9/30	Loan Agreement (Illustrative Purposes)			
	Dated: May '26			Net Debt
	Principal	Rate	Interest	Service
2026	\$ -		\$ -	\$ -
2027	133,000	5.75%	359,804	492,804
2028	227,000	5.75%	266,139	493,139
2029	240,000	5.75%	252,713	492,713
2030	255,000	5.75%	238,481	493,481
2031	270,000	5.75%	223,388	493,388
2032	286,000	5.75%	207,403	493,403
2033	303,000	5.75%	190,469	493,469
2034	320,000	5.75%	172,558	492,558
2035	339,000	5.75%	153,611	492,611
2036	360,000	5.75%	133,515	493,515
2037	381,000	5.75%	112,211	493,211
2038	403,000	5.75%	89,671	492,671
2039	427,000	5.75%	65,809	492,809
2040	452,000	5.75%	40,538	492,538
2041	479,000	5.75%	13,771	492,771
	\$ 4,875,000		\$ 2,520,079	\$ 7,395,079

Assumes 5.75% interest rate for each reset period, every 5 years.

Loan Agreement – Annual Debt Service (Subject to Change)

American Bank of Commerce (ABC Bank) Bid

FYE 9/30	Loan Agreement (Illustrative Purposes)			
	Dated: May '26			Net Debt Service
	Principal	Rate	Interest	
2026	\$ -		\$ -	\$ -
2027	112,000	6.50%	412,139	524,139
2028	218,000	6.50%	306,150	524,150
2029	232,000	6.50%	291,525	523,525
2030	248,000	6.50%	275,925	523,925
2031	265,000	6.50%	259,253	524,253
2032	283,000	6.50%	241,443	524,443
2033	302,000	6.50%	222,430	524,430
2034	322,000	6.50%	202,150	524,150
2035	344,000	6.50%	180,505	524,505
2036	367,000	6.50%	157,398	524,398
2037	391,000	6.50%	132,763	523,763
2038	418,000	6.50%	106,470	524,470
2039	446,000	6.50%	78,390	524,390
2040	476,000	6.50%	48,425	524,425
2041	507,000	6.50%	16,478	523,478
	\$ 4,931,000		\$ 2,931,442	\$ 7,862,442

Note: Includes the Bank's Loan Origination fee

Assumes 6.50% interest rate for each reset period, every 3 years.

Loan Agreement – Sources and Uses of Funds

Proposed; Loan Agreement	
Total Sources of Funds	
Loan Amount	\$4,875,000
Total Sources	\$4,875,000
Total Uses of Funds	
Costs of Issuance	\$118,500
Deposit to Debt Service Reserve Fund (DSRF)	493,515
Deposit to Project Construction Fund	4,262,782
Project Contingency	203
Total Uses	\$4,875,000

RESOLUTION NO. 2026-018

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH, TEXAS APPROVING A CHAPTER 380 AGREEMENT BETWEEN THE CITY OF WOLFFORTH AND THE WOLFFORTH ECONOMIC DEVELOPMENT CORPORATION REGARDING THE DEVELOPMENT OF REAL PROPERTY; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Council desires to authorize a Chapter 380 Agreement between the City of Wolfforth and the Wolfforth Economic Development Corporation regarding the development of real property

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WOLFFORTH, TEXAS:

SECTION 1. The City Council hereby approves a Chapter 380 Agreement between the City of Wolfforth and the Wolfforth Economic Development Corporation regarding the development of real property attached to this Resolution as **Exhibit A**.

SECTION 2. This Resolution shall become effective immediately from and after its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Wolfforth, Texas on this the 27th day of April 2026.

Charles Addington, II, Mayor

Terri Robinette, City Secretary

ECONOMIC DEVELOPMENT AGREEMENT

This ECONOMIC DEVELOPMENT AGREEMENT (this "**Agreement**") is effective as of April 27, 2026 (the "**Effective Date**"), by and between the CITY OF WOLFFORTH, TEXAS (the "**City**"), a Texas home-rule city, and the Wolfforth Economic Development Corporation, LLC, a Texas non-profit corporation created under the Development Corporation Act (the "**WEDC**"). The City and WEDC are each a "**Party**" and collectively the "**Parties**".

RECITALS

WHEREAS, the Texas Legislature through Chapter 380 of the Texas Local Government Code (the "**Act**") authorized home-rule municipalities to enter into a contract with a development corporation created by the municipality under the Development Corporation Act to grant public money to the corporation;

WHEREAS, the development corporation shall use the grant money for the development and diversification of the economy of the state, elimination of unemployment or underemployment in the state, and development and expansion of commerce in the state;

WHEREAS, amounts payable under this Agreement shall constitute economic development funds under Art. III, Sec. 52-a, Texas Constitution and, therefore, are not considered to be a constitutional debt of the City;

WHEREAS, the WEDC is currently entering into a **loan transaction** with PlainsCapital Bank, N.A. (the "**Lender**") wherein WEDC executed a Loan Agreement dated _____, 2026 ("**Loan Agreement**"), a Promissory Note dated _____, 2026, in the original principal amount of \$4,930,000.00 ("**Note**"), and related documents to finance the purchase of property that will diversify the economy of the state, eliminate unemployment or underemployment in the state, and develop and expand commerce in the state (the "**Project**");

WHEREAS, the Lender requires that the City guarantee the performance of WEDC in the Loan Agreement;

WHEREAS, the Wolfforth City Council has determined that the Project is consistent with the Act and would not go forward in the manner best anticipated to promote economic development within the City without the aid of the allocation of funds from the City; and

WHEREAS, the City and the WEDC wish to set out the terms and conditions under which the WEDC will be eligible for economic development incentives under this Agreement, as more fully set out herein.

NOW THEREFORE, for and in consideration of the mutual covenants set forth herein, the City and the WEDC agree as follows:

ARTICLE 1
GENERAL TERMS

1.1 Definitions. The terms defined in the preamble hereto shall have the meanings provided for them therein. The following capitalized terms shall have the meanings provided below, unless otherwise defined or the context clearly requires otherwise. For purposes of this Agreement the words "shall" and "will" are mandatory, and the word "may" is permissive.

"City Grant Allocations" means the allocations described in Article 3 from the City to the WEDC to help secure the Loan Agreement.

"Project" means the project as defined in the recitals.

1.2 Singular and plural; gender. 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. Likewise, any masculine references shall include the feminine, and vice versa.

ARTICLE 2
REPRESENTATIONS

2.1 Representations of the WEDC. The WEDC hereby represents that:

(a) It is duly authorized, created, and existing in good standing under the laws of the State of Texas and is duly qualified and authorized to conduct its obligations described in this Agreement and the Loan Agreement.

(b) It has the power, authority and legal right to enter into and perform this Agreement and the Loan Agreement, and the execution, delivery and performance of both (i) have been duly authorized, (ii) will not, to the best of its knowledge, violate any applicable judgment, order, law or regulation, and (iii) does not constitute a default under, or result in the creation of, any lien, charge, encumbrance or security interest upon any assets of the WEDC under any agreement or instrument to which the WEDC is a party or by which the WEDC or its assets may be bound or affected.

(c) This Agreement has been duly authorized, executed and delivered by the WEDC and, constitutes a legal, valid, and binding obligation of the WEDC, enforceable in accordance with its terms.

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

2.2 Representation of the City. The City hereby represents that:

(a) The City is duly authorized, created, and existing under the laws of the State of Texas and is duly qualified and authorized to execute the governmental functions and operations as contemplated by this Agreement.

(b) The City has the power, authority and legal right to enter into and perform this Agreement and the execution, delivery and performance hereof (i) have been duly authorized, (ii) will not, to the best of its knowledge, violate any applicable judgment, order, law or regulation, and (iii) does 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) This Agreement has been duly authorized, executed and delivered by the City and, constitutes a legal, valid, and binding obligation of the City, enforceable in accordance with its terms.

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

ARTICLE 3
CITY ECONOMIC DEVELOPMENT GRANT

3.1 City Grant Allocations. In consideration of the execution and performance of the Loan Agreement by the WEDC, the City agrees to budget for and make available City Grant Allocations in favor of the WEDC in an amount not to exceed \$4,930,000. Subject to and conditioned upon annual appropriations by the Wolfforth City Council, the City will allocate in each fiscal budget during the Term an amount equal to the amount of principal and interest due from the WEDC to the Lender for payment of the Note during the subsequent twelve (12) months following the allocation. The allocation shall be part of the City's annual budget adopted on or before October 1 of each applicable year in accordance with state law. City Grant Allocations shall commence on the adoption of the City budget for the 2026-2027 fiscal year. Subject to and conditioned upon annual appropriations by the Wolfforth City Council, City Grant Allocations shall continue until the earlier of either (i) the date the WEDC has completely satisfied the Loan Agreement and Note; or (ii) sixteen (16) years from the date hereof, whichever occurs first (the "**Term**").

3.2 Grant Payments. The City will pay the City Grant Allocations to the WEDC only if, and in the event that, the WEDC will be in default of the Loan Agreement, Note, or other loan documents. Prior to the City making any payment of funds under this Agreement, the WEDC must present to the Wolfforth City Council documentation evidencing why the WEDC is unable to make a payment under the Loan Agreement or Note at least thirty (30) days prior to the date that the payment is due to the Lender.

3.3 WEDC Budget. The WEDC will include the full amount due under the Loan Agreement and Note for the subsequent twelve (12) months in each of its annual budgets during the Term. Failure of the WEDC to include the full amount of both the principal and interest due during the subsequent twelve (12) months in a budget will result in the Wolfforth City Council amending the WEDC budget to include such amounts and directing the WEDC Board of Directors and Executive Economic Development Director to ensure that such payments are timely made. The WEDC shall submit its annual budget, including the amount due for the Loan Agreement for the

subsequent twelve (12) months, to the City secretary on or before August 1 during each year of the Term.

3.4 Source of Grant Payments. The City may allocate funds for the City Grant Allocations from any lawfully available source. Neither ad valorem taxes nor sales taxes are pledged to such payment. IN NO EVENT MAY THIS AGREEMENT BE CONSTRUED OR INTERPRETED AS PLEDGING OR OTHERWISE ENCUMBERING THE AD VALOREM TAX RECEIPTS OF THE CITY OR TO IN ANY MANNER REQUIRE THE CITY TO ISSUE BONDS OR OTHER AD VALOREM TAX SUPPORTED INDEBTEDNESS IN ORDER TO MAKE THE PAYMENTS REQUIRED BY THIS AGREEMENT.

ARTICLE 4
DEFAULT; REMEDIES

4.1 Default. A party to this Agreement shall be in "Default" if the party has failed to perform a duty or obligation required by this Agreement and does not cure such failure within fifteen (15) days after receiving written notice from the other party setting forth in reasonable detail the nature of the alleged failure ("**Default**").

4.2 Remedies.

(a) If the WEDC is in Default, the City may pursue any available remedy, including terminating this Agreement or removing the WEDC Board of Directors members.

(b) If the City is in Default, the WEDC may seek specific performance of this Agreement. The WEDC shall have no recourse against the ad valorem tax base of the City or any other funds of the City other than as specified herein or damages relating to nonpayment thereof.

ARTICLE 5
GENERAL

5.1 State Law Verifications.

(a) The WEDC represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, are identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section

2270.0201, Government Code. The foregoing representation demonstrates exclusion of the WEDC and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, as a company that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

(b) The WEDC hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, “boycott Israel” has the meaning provided in Section 2271.001, Government Code.

(c) The WEDC hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, “boycott energy companies” has the meaning provided in Section 2276.001(1), Government Code.

(d) The WEDC hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” has the meaning provided in Section 2274.001(3), Government Code.

(e) Submitted herewith or on a date prior hereto is a completed Form 1295 in connection with the WEDC’s participation in the execution of this Agreement generated by the Texas Ethics Commission’s (the “TEC”) electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the “Form 1295”). The City hereby confirms receipt of the Form 1295 from the WEDC. The WEDC and the City understand and agree that, with the exception of information identifying the City and the contract identification number, neither the City nor its consultants are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 has been provided solely by the WEDC; and neither the City nor its consultants have verified such information.

5.2 Inspections, audits. The WEDC agrees to keep such records with respect to the activities contemplated by this Agreement as may be reasonably required.

5.3 Personal liability of public officials, legal relations. To the extent permitted by state law, no director, officer, employee, or agent of the City shall be personally responsible for any liability arising under or growing out of the Agreement.

5.4 Indemnity. THE WEDC SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY, ITS AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, OR CLAIMS OF ANY CHARACTER, TYPE, OR DESCRIPTION BROUGHT OR MADE FOR OR ON ACCOUNT OF ANY INJURY OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING OUT OF, OR OCCASIONED BY, THE ACTS OF THE WEDC OR ITS AGENTS OR EMPLOYEES. THE WEDC SHALL PROVIDE A DEFENSE OF SUCH CLAIMS AT ITS OWN EXPENSE WITH LEGAL COUNSEL WHO SHALL REPORT TO THE CITY.

5.5 Force Majeure. Neither the City nor the WEDC shall be liable for failure to perform their duties if such failure is caused by a catastrophe, riot, war, fire, flood, landslide, lightning, act of God, or similar contingency beyond the reasonable control of the parties to this Agreement.

5.6 Notices. Any notice sent under this Agreement (except as otherwise expressly required) shall be written and mailed, or sent by electronic mail or facsimile transmission confirmed by mailing written confirmation at same time as such electronic mail or facsimile transmission, or personally delivered to an officer of the receiving party at the following addresses:

WEDC:

Wolfforth Economic Development Corporation
302 Main Street
Wolfforth, Texas 79382
Attention: Executive Economic Development Director
Electronic Mail: dsweat@wolfforthtx.us

City:

City of Wolfforth, Texas
302 Main Street
Wolfforth, Texas 79382
Attention: City Manager
Electronic Mail: rcriswell@wolfforthtx.us

Each party may change its address by written notice 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 so sent by electronic mail or facsimile transmission shall be deemed to be given when receipt of such transmission is acknowledged, and any communication so delivered in person shall be deemed to be given when receipted for by, or actually received by the other party.

5.7 Amendments and waivers. No provision of this Agreement may be amended or waived unless such amendment or waiver is in writing and is signed by all the parties. No course of dealing on the part of the parties, nor any failure or delay by one or more of the parties, with respect to exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, except as otherwise provided in this section.

5.8 Invalidity. If 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, except to the extent of a complete failure of consideration.

5.9 Successors and assigns. All covenants and agreements contained by or on behalf of a Party in this Agreement shall bind its successors and assigns and shall inure to the benefit of the other Parties, their successors, and assigns. The Parties may assign their rights and obligations under this Agreement or any interest herein, only with the prior written consent of the other Party, and any assignment without such prior written consent, including an assignment by operation of law, is void and of no effect.

5.10 Titles of articles, sections, and subsections. All titles or headings are 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 hereto. Any reference herein to a section or subsection shall be considered a reference to such section or subsection of this Agreement unless otherwise stated.

5.11 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. Venue for and all suits or causes of action shall be exclusive in Lubbock County, Texas.

5.12 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.

5.13 Term. This Agreement shall be in force and effect from the date of execution hereof for a term the expiring the earlier of sixteen (16) years or the full satisfaction of the Loan Agreement and Note by the WEDC.

5.14 Time of the essence. Time is of the essence with respect to the obligations of the Parties to this Agreement.

5.15 Further assurances. Each Party hereby agrees that it will take all actions and execute all documents necessary to fully conduct the purposes and intent of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be duly executed as of the date first written above.

WOLFFORTH ECONOMIC DEVELOPMENT CORPORATION

Joel Robinette, President

CITY OF WOLFFORTH, TEXAS

Randy Criswell, City Manager

ATTEST:

Terri Robinette, City Secretary

DRAFT