

PROFESSIONAL SERVICES AGREEMENT

Wolfforth Economic Development Corporation & City Consultants, LLC — Wolfforth City Center Advisory & Predevelopment Services

This Professional Services Agreement (the “**Agreement**”) is made and entered into effective _____, 2026 (the “**Effective Date**”), by and between the **WOLFFORTH ECONOMIC DEVELOPMENT CORPORATION**, a Type B economic development corporation organized and existing under Chapter 505 of the Texas Local Government Code (the “**Corporation**” or “**WEDC**”), and **CITY CONSULTANTS, LLC**, a Texas limited liability company with its principal office at 1500 Broadway Avenue, Suite 1500, Lubbock, Texas 79401 and remit-to address P.O. Box 1468, Lubbock, Texas 79408 (the “**Consultant**”). The Corporation and Consultant are referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

RECITALS

WHEREAS, the Corporation is engaged in promoting economic development within the City of Wolfforth, Texas (the “**City**”), including planning, predevelopment, and advisory services in support of strategic municipal initiatives; and

WHEREAS, the Corporation desires to retain the Consultant to provide professional advisory, coordination, infrastructure, finance, and predevelopment services in connection with the approximately 46-acre “Wolfforth City Center” project located adjacent to the Wolfforth City Hall site (the “**Project**”); and

WHEREAS, the Consultant possesses the requisite experience, expertise, and qualifications to perform such professional services and is willing to do so on the terms set forth herein; and

WHEREAS, the Parties expressly acknowledge that the Consultant’s role is limited to advisory, administrative, and coordination services and does not include engineering, architectural, construction, legal, accounting, fiduciary, or lobbying services, nor does it include direct financial responsibility for third-party services;

WHEREAS, by Resolution No. _____ adopted on _____, 2026, the City Council of the City of Wolfforth has approved and authorized the Corporation to enter into this Agreement, a copy of which Resolution is attached hereto as Exhibit C and incorporated herein by reference;

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. ENGAGEMENT AND SCOPE OF SERVICES

1.1 Engagement. The Corporation hereby engages the Consultant, and the Consultant hereby accepts such engagement, to perform the professional services described in Exhibit A (the “**Services**”), upon the terms and conditions set forth in this Agreement.

1.2 Scope. The Services shall be performed in accordance with Exhibit A (Scope of Services), which is incorporated herein by reference. The Services are advisory and administrative in nature.

1.3 Alignment with City Priorities. The Consultant shall perform the Services in alignment with the goals and strategic priorities adopted by the Corporation and the City of Wolfforth for the Project, as communicated to the Consultant from time to time.

1.4 Excluded Services. The Services do not include, and the Consultant shall not be deemed to provide, engineering, architectural, surveying, legal, accounting, tax, fiduciary, brokerage, lobbying, or construction services. Any such services required for the Project shall be procured by the Corporation or the City directly from licensed third-party providers.

2. TERM

2.1 Term. The term of this Agreement shall commence on the Effective Date and shall continue for a period of twelve (12) months, expiring on June 2, 2027 (the "Term"), unless earlier terminated as provided herein or extended by written amendment executed by the Parties.

2.2 Renewal. Any extension or renewal of the Term shall require a written amendment to this Agreement approved by the Corporation's Board of Directors and executed by both Parties.

3. COMPENSATION

3.1 Fees. As full and complete compensation for the Services, the Corporation shall pay the Consultant the fees set forth in Exhibit B (Compensation), in the total not-to-exceed amount of One Hundred Eighty Thousand and 00/100 Dollars (\$180,000.00) over the Term.

3.2 Invoicing. The Consultant shall invoice the Corporation quarterly in accordance with the payment schedule set forth in Exhibit B. Each invoice shall reference this Agreement and shall be addressed to the Corporation at the notice address set forth in Section 16.

3.3 Payment Terms. Each quarterly installment shall be due and payable on the date specified in the payment schedule set forth in Exhibit B. Disputed amounts, if any, shall be identified by the Corporation in writing within fifteen (15) days of receipt of the applicable invoice; undisputed amounts shall be paid on the scheduled due date regardless of any dispute as to other amounts.

3.4 Remit-to. Payments shall be remitted by check or ACH to City Consultants, LLC, P.O. Box 1468, Lubbock, Texas 79408, or to such other address as the Consultant may designate in writing.

3.5 No Additional Compensation. The fees set forth in Exhibit B constitute the Consultant's sole compensation for the Services. The Consultant shall not be entitled to any additional fees, bonuses, contingency payments, success fees, finder's fees, or compensation tied to public approvals, third-party transactions, grant awards, or development outcomes.

3.6 Reimbursable Expenses. Out-of-pocket expenses (including travel, lodging, printing, courier, and similar costs) shall be pre-approved in writing by the Corporation and shall be reimbursed at cost without markup, supported by receipts.

4. THIRD-PARTY SERVICES

4.1 Direct Contracting by Corporation. The Corporation, the City, or such other public entity as may be appropriate, shall contract directly with, and be solely liable for payment to, all third-party service providers engaged in connection with the Project, including without limitation architects, civil engineers, MEP engineers, landscape architects, surveyors, appraisers, attorneys, certified public accountants, and market or feasibility consultants.

4.2 Coordination Role. The Consultant's role with respect to third-party providers is limited to advisory coordination and oversight as directed by the Corporation. The Consultant shall not procure, contract for, authorize, guarantee, or pay for any third-party services unless the Corporation issues prior written direction to do so.

4.3 No Liability for Third Parties. The Consultant shall not be liable for cost overruns, errors, omissions, nonpayment claims, mechanic's or materialman's liens, or disputes arising from the work or fees of any third-party provider.

5. PERSONNEL AND SUBCONSULTANTS

5.1 Key Personnel. The Consultant shall assign appropriately qualified personnel to the performance of the Services. Marc McDougal and L. Scott Mann shall serve as principals-in-charge.

5.2 Approved Subconsultants. The Corporation acknowledges and approves the Consultant's engagement of Giese Ltd as a subconsultant for the Services, pursuant to a separate sub-consultant agreement between the Consultant and Giese Ltd. The Consultant shall remain fully responsible to the Corporation for the performance of all Services, including those performed by approved subconsultants.

5.3 Additional Subconsultants. The Consultant shall not engage additional subconsultants for the performance of the Services without the prior written approval of the Corporation, which approval shall not be unreasonably withheld.

5.4 No Privity. Nothing in this Agreement shall create privity of contract between the Corporation and any subconsultant of the Consultant.

6. INDEPENDENT CONTRACTOR STATUS

6.1 Independent Contractor. The Consultant is an independent contractor and not an employee, agent, partner, or joint venturer of the Corporation or the City. Nothing in this Agreement shall be construed to create any employment, partnership, agency, or joint venture relationship between the Parties.

6.2 No Authority to Bind. The Consultant has no authority to bind the Corporation or the City to any contract, obligation, representation, or commitment, and shall not hold itself out as having such authority.

6.3 Taxes and Benefits. The Consultant is solely responsible for all taxes, withholdings, insurance, and benefits relating to its personnel.

7. STANDARD OF CARE

7.1 Professional Standard. The Consultant shall perform the Services with the degree of skill and care ordinarily exercised by competent professional consultants performing similar services under similar circumstances in the State of Texas. THE CONSULTANT MAKES NO OTHER WARRANTY, EXPRESS OR

IMPLIED, AND DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

7.2 No Guarantee of Outcomes. The Consultant does not guarantee any specific outcome, including without limitation the issuance of any permit, approval, grant, district designation, agreement, or financing in connection with the Project.

8. NO LOBBYING; NO POLITICAL ACTIVITY

8.1 No Lobbying. The Services do not include, and the Consultant shall not perform, any activity constituting “lobbying” as defined under Chapter 305 of the Texas Government Code or under any federal lobbying disclosure statute or regulation. The Consultant shall not be required to register as a lobbyist by reason of the Services performed under this Agreement.

8.2 No Political Activity. No portion of the fees paid under this Agreement shall be used to support or oppose any candidate for public office, any ballot measure, or any political party. The Consultant shall not engage in political fundraising or campaign activity in connection with the Services.

8.3 Permitted Activities. Nothing in this Section shall prohibit the Consultant from (i) communicating factual information to public officials and staff in the ordinary course of providing the Services, (ii) preparing analyses, reports, and recommendations for the Corporation, or (iii) attending public meetings on behalf of the Corporation.

9. CONFLICTS OF INTEREST

9.1 Disclosure. The Consultant represents that, as of the Effective Date, it has no material conflict of interest that would impair its ability to perform the Services in the best interest of the Corporation. The Consultant shall promptly disclose in writing any actual or potential conflict of interest that arises during the Term.

9.2 Chapter 176 Compliance. The Consultant shall comply with the disclosure requirements of Chapter 176 of the Texas Local Government Code, including the timely filing of any required Conflict of Interest Questionnaire (Form CIQ).

9.3 Conflicting Engagements. During the Term, the Consultant shall not accept any engagement that would create a direct conflict with the Consultant’s duties under this Agreement without the prior written consent of the Corporation.

10. CONFIDENTIALITY

10.1 Confidential Information. The Consultant shall hold in confidence all non-public information furnished by the Corporation or the City that is marked or identified as confidential or that a reasonable person would understand to be confidential (“Confidential Information”), and shall use such information only for the purpose of performing the Services.

10.2 Exceptions. The obligations of this Section shall not apply to information that (i) is or becomes publicly available through no breach of this Agreement, (ii) is rightfully received by the Consultant from a third party without a duty of confidentiality, (iii) is independently developed by the Consultant without use of

Confidential Information, or (iv) is required to be disclosed by law, including the Texas Public Information Act.

10.3 Survival. The obligations of this Section shall survive expiration or termination of this Agreement for a period of two (2) years.

11. PUBLIC INFORMATION

11.1 Texas Public Information Act. The Parties acknowledge that records relating to this Agreement may be subject to disclosure under Chapter 552 of the Texas Government Code (the "Texas Public Information Act"). The Consultant shall reasonably cooperate with the Corporation in responding to public information requests.

11.2 Section 552.372. To the extent applicable, the Consultant shall comply with Section 552.372 of the Texas Government Code regarding contracting information.

12. INSURANCE

12.1 Required Coverage. During the Term, the Consultant shall maintain, at its own expense, the following insurance coverages:

- Commercial General Liability insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate;
- Automobile Liability insurance with limits of not less than \$1,000,000 combined single limit; and
- Workers' Compensation insurance as required by Texas law and Employer's Liability insurance with limits of not less than \$1,000,000 per accident.

12.2 Certificates. Upon request, the Consultant shall furnish the Corporation with certificates of insurance evidencing the required coverages and naming the Corporation and the City of Wolfforth as additional insureds on the Commercial General Liability policy with respect to the Services performed under this Agreement.

12.3 Professional Liability. The Parties acknowledge that the Services are advisory in nature and do not constitute professional engineering, architectural, or design services; accordingly, professional liability (errors and omissions) insurance is not required hereunder.

13. INDEMNIFICATION

13.1 Consultant Indemnity. To the extent permitted by law, the Consultant shall indemnify and hold harmless the Corporation, the City, and their respective officers, directors, employees, and agents from and against any third-party claims, damages, losses, and reasonable attorneys' fees, but solely to the extent caused by the negligent acts or omissions or willful misconduct of the Consultant in the performance of the Services.

13.2 No Defense Obligation. The Consultant shall have no obligation to defend the Corporation or the City. Each Party shall control its own defense, and the indemnifying Party's obligation shall be limited to indemnification for damages finally determined by a court of competent jurisdiction or settled with the indemnifying Party's written consent.

13.3 Comparative Fault. The Consultant's indemnity obligation shall be reduced in proportion to the comparative fault of the Corporation, the City, any third party, or any of their respective officers, directors, employees, agents, or contractors.

13.4 No Indirect Liability. The Consultant shall not be liable for the acts or omissions of the Corporation, the City, or any third-party provider engaged in connection with the Project.

14. LIMITATION OF LIABILITY

14.1 Cap on Liability. THE CONSULTANT'S TOTAL AGGREGATE LIABILITY UNDER THIS AGREEMENT, WHETHER IN CONTRACT, TORT, OR OTHERWISE, SHALL NOT EXCEED THE TOTAL FEES ACTUALLY PAID TO THE CONSULTANT UNDER THIS AGREEMENT AS OF THE TIME THE LIABILITY ARISES.

14.2 No Consequential Damages. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, LOST REVENUE, OR LOST OPPORTUNITY, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH DAMAGES ARE SOUGHT.

14.3 Survival. The limitations of this Section shall survive expiration or termination of this Agreement.

15. TERMINATION

15.1 Termination for Convenience. Either Party may terminate this Agreement for convenience upon thirty (30) days' prior written notice to the other Party.

15.2 Termination for Cause. Either Party may terminate this Agreement for material breach by the other Party that is not cured within fifteen (15) days after written notice describing the alleged breach in reasonable detail.

15.3 Termination for Non-Appropriation. The Corporation may terminate this Agreement upon thirty (30) days' prior written notice in the event funds are not appropriated or are withdrawn for the continued performance of this Agreement. Such termination shall be without penalty to the Corporation other than payment for Services performed through the effective date of termination.

15.4 Effect of Termination. Upon termination for any reason, the Consultant shall be entitled to compensation for Services properly performed through the effective date of termination, including a pro-rata portion of the monthly fee for any partial month of Service. The Consultant shall promptly deliver to the Corporation, subject to payment of all undisputed amounts due, all completed work product attributable to the Project.

15.5 No Survival of Obligations. Except as expressly provided herein, no obligation of the Consultant to the Corporation or the City shall survive expiration or termination of this Agreement.

16. NOTICES

16.1 Notice Addresses. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when (i) delivered in person, (ii) deposited in the United States mail, certified with return receipt requested, postage prepaid, or (iii) delivered by reputable overnight courier with tracking, addressed as follows:

To the Corporation:

Wolfforth Economic Development Corporation

[Street Address]

Wolfforth, Texas 79382

Attn: Executive Director

To the Consultant:

City Consultants, LLC

P.O. Box 1468

Lubbock, Texas 79408

Attn: L. Scott Mann, Manager

16.2 Change of Address. Either Party may change its notice address by written notice given in accordance with this Section.

17. OWNERSHIP OF WORK PRODUCT

17.1 Deliverables. Upon payment in full of all fees due under this Agreement, all final deliverables produced by the Consultant specifically for the Corporation under this Agreement (the "Deliverables") shall become the property of the Corporation.

17.2 Pre-Existing Materials. The Consultant retains all right, title, and interest in its pre-existing intellectual property, methodologies, templates, know-how, and tools used in connection with the Services. To the extent such materials are incorporated into the Deliverables, the Consultant grants the Corporation a non-exclusive, perpetual, royalty-free license to use such materials solely in connection with the Project.

17.3 Use at Own Risk. Any reuse, modification, or extension of the Deliverables by the Corporation or any third party for any purpose other than the Project shall be at the Corporation's sole risk and without liability to the Consultant.

18. COMPLIANCE WITH LAW

Each Party shall comply with all federal, state, and local laws, ordinances, rules, and regulations applicable to its performance under this Agreement.

19. ASSIGNMENT

Neither Party may assign this Agreement, in whole or in part, without the prior written consent of the other Party, which consent shall not be unreasonably withheld; provided, however, that the Consultant may assign this Agreement to an affiliate or successor in connection with a merger, reorganization, or sale of substantially all of its assets without the Corporation's consent. Any prohibited assignment shall be void.

20. FORCE MAJEURE

Neither Party shall be liable for any delay or failure to perform under this Agreement (other than the obligation to pay amounts when due) caused by acts of God, natural disaster, war, terrorism, civil disturbance, epidemic or pandemic, governmental action, or other cause beyond the reasonable control of the affected Party, provided that the affected Party gives prompt notice of the cause and uses commercially reasonable efforts to resume performance.

21. SEVERABILITY

If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect, and the invalid provision shall be reformed to the minimum extent necessary to render it enforceable while preserving the Parties' original intent.

22. WAIVER

No waiver of any provision of this Agreement shall be effective unless in writing and signed by the waiving Party. No waiver of any breach shall constitute a waiver of any subsequent breach of the same or any other provision.

23. ENTIRE AGREEMENT; AMENDMENT

This Agreement, together with Exhibit A, Exhibit B, and Exhibit C, constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior or contemporaneous agreements, understandings, and communications, whether written or oral. This Agreement may be amended only by a written instrument signed by both Parties.

24. GOVERNING LAW; VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict of laws principles. Exclusive venue for any action arising out of or relating to this Agreement shall lie in the state district courts of Lubbock County, Texas, or in the United States District Court for the Northern District of Texas, Lubbock Division, and each Party consents to the jurisdiction of such courts.

25. COUNTERPARTS; ELECTRONIC SIGNATURES

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Signatures delivered by facsimile, email PDF, or electronic signature platform (e.g., DocuSign, Adobe Sign) shall be deemed original signatures for all purposes.

26. AUTHORITY

Each individual signing this Agreement on behalf of a Party represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of such Party and that this Agreement constitutes the legal, valid, and binding obligation of such Party, enforceable in accordance with its terms.

SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date last signed below.

WOLFFORTH ECONOMIC DEVELOPMENT CORPORATION

Signature: _____

Name/Title: _____

Date: _____

CITY CONSULTANTS, LLC

Signature: _____

Name/Title: _____

Date: _____

EXHIBIT A

Scope of Services — Wolfforth City Center Advisory & Predevelopment Services

The Consultant shall perform the following advisory, coordination, and predevelopment Services for the Project, working under the direction of the Corporation. The Consultant may perform the Services through its own personnel or through approved subconsultants, and shall remain responsible to the Corporation for all Services performed.

A. Transportation & Infrastructure Advisory

1. Railway Realignment & Freight Corridor

- Analyze existing and proposed railway alignment issues affecting the 46-acre Wolfforth City Center site and surrounding areas.
- Identify strategic options and phased approaches for realignment or separation of freight rail from civic and mixed-use development zones.
- Research and pursue applicable federal and state funding programs for railway infrastructure improvements, including FRA, USDOT, and TxDOT mechanisms.

2. TxDOT Coordination & Thoroughfare Planning

- Coordinate with TxDOT on planning priorities, access management strategies, and corridor studies directly affecting the Project site.
- Advise on thoroughfare alignment, right-of-way acquisition, and connectivity improvements necessary to support phased development of the City Center.
- Monitor and engage on TxDOT area planning activities with implications for site access and mobility.

3. Infrastructure Funding Strategy

- Identify and evaluate federal and state infrastructure funding sources applicable to the Project, including RAISE grants, TxDOT cost-participation programs, and community development funding.
- Prepare funding pursuit strategies and assist with grant applications and competitive solicitations as directed.

B. Public-Private Finance & Incentive Strategy

1. Special District Formation

- Advise on formation, structuring, and administration of Public Improvement Districts (PIDs), Tax Increment Reinvestment Zones (TIRZs), and other special or reinvestment district mechanisms applicable to the Project.
- Evaluate district boundaries, tax increment projections, and debt capacity scenarios.

2. State & Federal Resource Identification

- Identify and evaluate state and federal economic development grants, community development programs, and infrastructure finance tools available for the Project.
- Advise on alignment of Project phasing and structure to maximize access to available public resources.

3. Local Incentive Tools

- Analyze and advise on Chapter 380 and Chapter 381 economic development agreements and related local incentive structures.
- Coordinate with the Corporation and the City on incentive program eligibility, structuring, and reporting requirements.

C. Legislative Strategy & Statutory Advisory

1. Texas Chapter 351 & Redevelopment Statutes

- Advise on the application and optimization of Texas Local Government Code Chapter 351 and related redevelopment statutes as they apply to the Project.
- Identify statutory tools available for site acquisition, infrastructure financing, and development facilitation under Texas law.

2. 2027 Texas Legislative Session Preparation

- Monitor and analyze relevant legislative developments affecting municipal economic development, special districts, infrastructure finance, and land use.
- Develop legislative strategy and stakeholder engagement plans in preparation for the 2027 Texas Legislative Session.
- Coordinate with state agency representatives and advocacy organizations as appropriate to advance Project objectives, subject to the no-lobbying provisions of Section 8 of this Agreement.

D. Development Services Oversight

1. Design & Engineering Coordination

- Coordinate with and review work product from architects, urban planners, civil engineers, and other design professionals engaged on the Project.
- Advise on integration of design and engineering work with overall Project development strategy and financing plan.

2. FEMA Reclamation & Utility Advisory

- Advise on FEMA map reclamation, floodplain management, and site remediation issues affecting development feasibility on the Project site.
- Advise on utility infrastructure planning, including coordination with providers on capacity, alignment, and phasing consistent with development program.

E. Fiscal Impact Analysis & Development Phasing

1. Fiscal Impact Analysis

- Advise on and participate in the development of formal fiscal impact analyses evaluating Project-related tax revenue, public cost, and net fiscal outcomes for the Corporation and the City.
- Assist in preparation of financial pro formas and investment summaries suitable for presentation to the Corporation's Board of Directors, City Council, and private development partners.

2. Phased Development Strategy

- Advise on phased development strategies that sequence infrastructure investment, land disposition, and private development to optimize public and private outcomes.
- Provide recommendations on project structuring, lot disposition, and development agreements to align private investment with the Corporation's and the City's priorities.

F. General Advisory & Meeting Participation

- Attend and prepare for Project meetings, City Council sessions, EDC board meetings, and stakeholder presentations as directed by the Corporation.
- Prepare written reports, memos, briefing materials, and presentations as needed to support the Corporation.
- Respond to ad hoc inquiries and requests from the Corporation in connection with the Project.

G. Third-Party Services Coordination

As directed by the Corporation, the Consultant will coordinate and oversee the work of third-party firms providing the following services. The Corporation shall contract directly with and pay all such third-party firms; the Consultant shall not procure or pay for these services. Third-party services include without limitation:

- Architectural, MEP engineering, civil engineering, and landscape design services
- Legal services and certified public accounting / tax advisory services
- Land surveying and appraisal services
- Market and feasibility studies

EXHIBIT B

Compensation

Fees and Payment Terms

The Corporation shall pay the Consultant a fixed quarterly advisory fee of Forty-Five Thousand and 00/100 Dollars (\$45,000.00) per quarter, payable in four (4) installments in accordance with the Payment Schedule set forth below, for a total not-to-exceed Agreement value of One Hundred Eighty Thousand and 00/100 Dollars (\$180,000.00) over the Term.

The quarterly advisory fee covers all Services described in Exhibit A performed by the Consultant and its approved subconsultants, including without limitation the work of Giese Ltd as approved subconsultant under Section 5.2 of this Agreement.

The quarterly advisory fee does not include third-party services, printing, deliveries, travel, or other out-of-pocket expenses, which shall be handled in accordance with Section 4 (Third-Party Services) and Section 3.6 (Reimbursable Expenses) of this Agreement.

Payment Schedule

Installment	Due Date	Amount
1st Quarterly Payment	July 1, 2026	\$45,000.00
2nd Quarterly Payment	October 1, 2026	\$45,000.00
3rd Quarterly Payment	January 1, 2027	\$45,000.00
4th Quarterly Payment	April 1, 2027	\$45,000.00
Total Agreement Value		\$180,000.00

Each installment shall be invoiced no earlier than fifteen (15) days prior to its scheduled due date and shall be due and payable on the date specified in the schedule above, irrespective of receipt date.

Payment Summary

- Quarterly Advisory Fee: \$45,000.00 per quarter (4 installments)
- Total Agreement Value (Not-to-Exceed): \$180,000.00
- Invoicing: Quarterly per Payment Schedule above
- Payment Terms: Each installment due and payable on the scheduled date set forth above
- Remit-to: City Consultants, LLC, P.O. Box 1468, Lubbock, Texas 79408

Conditions

Limitation of Liability. As provided in Section 14 of this Agreement, the Consultant's total aggregate liability under this Agreement shall not exceed the total fees actually paid to the Consultant under this Agreement as of the time the liability arises.

EXHIBIT C

Resolution of the City Council of the City of Wolfforth, Texas

CITY OF WOLFFORTH, TEXAS

RESOLUTION NO. 2026-023

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOLFFORTH, TEXAS, APPROVING AND AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE WOLFFORTH ECONOMIC DEVELOPMENT CORPORATION AND CITY CONSULTANTS, LLC FOR ADVISORY AND PREDEVELOPMENT SERVICES RELATING TO THE WOLFFORTH CITY CENTER PROJECT; MAKING FINDINGS RELATED THERETO; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Wolfforth Economic Development Corporation (the "Corporation") is a Type B economic development corporation organized and existing under Chapter 505 of the Texas Local Government Code (the "Act"), authorized by the City of Wolfforth, Texas (the "City") to undertake projects authorized under the Act; and

WHEREAS, the Corporation desires to engage City Consultants, LLC (the "Consultant") to perform professional advisory, coordination, and predevelopment services in connection with the approximately 46-acre "Wolfforth City Center" project located adjacent to the Wolfforth City Hall site (the "Project"); and

WHEREAS, the proposed engagement constitutes an expenditure of Corporation funds in furtherance of an authorized project under the Act, and the Corporation has presented to this City Council the proposed Professional Services Agreement between the Corporation and the Consultant (the "Agreement") in the not-to-exceed amount of One Hundred Eighty Thousand and 00/100 Dollars (\$180,000.00); and

WHEREAS, all procedural requirements applicable to the approval of the Agreement, including any notice and public hearing requirements under Section 505.159 of the Texas Local Government Code, have been or will be satisfied prior to execution of the Agreement; and

WHEREAS, the City Council finds that approval of the Agreement is in the best interest of the City and its residents and will promote economic development within the City of Wolfforth;

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

Section 1. Findings. The recitals set forth above are hereby found to be true and correct and are incorporated herein by reference as findings of the City Council.

Section 2. Approval of Agreement. The City Council hereby approves and authorizes the Wolfforth Economic Development Corporation to enter into the Professional Services Agreement with City Consultants, LLC substantially in the form presented to and on file with the City Secretary, in the not-to-exceed amount of One Hundred Eighty Thousand and 00/100 Dollars (\$180,000.00).

Section 3. Authorization. The President of the Corporation, or such other officer of the Corporation as the Corporation's Board of Directors may designate, is hereby authorized to execute and deliver the Agreement on behalf of the Corporation, with such non-material changes as such officer may approve, the execution and delivery thereof being conclusive evidence of such approval.

Section 4. Further Action. The officers and agents of the City and the Corporation are hereby authorized and directed to take such further actions and execute such further documents as may be necessary or appropriate to carry out the purposes of this Resolution.

Section 5. Severability. If any provision of this Resolution is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

Section 6. Effective Date. This Resolution shall take effect immediately upon its passage and approval.

PASSED AND APPROVED this ____ day of _____, 2026.

CITY OF WOLFFORTH, TEXAS

By: _____

Mayor

ATTEST:

By: _____

City Secretary

APPROVED AS TO CONTENT:

By: _____

City Manager