

January 9, 2025

Randy Criswell
City Manager
City of Wolfforth, Texas
302 Main St #2940
Wolfforth, TX 79382

RE: Professional Services Proposal

Dear Mr. Criswell:

Pettit & Ayala Consulting (“PAC”) is pleased to provide this proposal for economic development professional services relating to relating to the implementation of Tax Increment Reinvestment Zone #1 (“TIRZ”) in the City of Wolfforth, Texas (“TIRZ Implementation”) and the potential amendment of the TIRZ (“TIRZ Amendment”).

The Scope

It is our understanding that the City of Wolfforth is interested in professional services related to amending the TIRZ, amending the associated Project and Financing Plan, and assisting in the implementation of the TIRZ. PAC has had significant experience in establishing and amending TIRZ districts, negotiating reimbursement agreements, and administering the daily operations of a TIRZ including requirements per state statute.

The Team

We propose working in a team organized as follows:

- You will be our point of contact and will provide overall direction to our team. You may also include other members of City staff with which we will meet regularly to review our progress and to get input and direction on our work.
- At this time, we do not anticipate the need for any additional consultants, however we have consultants available to assist with any PID related items if so needed.

TIRZ Statutory Requirements

Chapter 311 of the Texas Tax Code outlines the various procedures for creating or amending a TIRZ. The amendment to the TIRZ ordinance is approved by the governing body of the municipality and establishes five key elements, including:

- Boundary;
- Term;
- TIRZ Board;
- City Participation; and
- Preliminary Amended Project and Financing Plan.

Before adopting an ordinance designating the amended reinvestment zone, the governing body of the municipality must hold a public hearing on the amendment of the zone and publish notice of the hearing not later than the seventh day before the public hearing. A final Amended Project and Financing Plan is subsequently approved by the TIRZ Board and then by the governing body of the municipality.

TIRZ Implementation Scope of Services

PAC would assist in evaluating individual TIRZ reimbursement requests and negotiating and structuring potential TIRZ Development Agreements, which would include but not be limited to market data collections, cash flow

proforma and gap analysis, and best practice approaches used in the economic development marketplace. The end goal is to provide City staff and leadership with guidance and data that would assist with the execution and implementation of the Project and Financing Plan.

TIRZ Amendment Scope of Services

Based on our conversations and our experience on previous projects, we propose the following scope of services for a proposed amendment of the TIRZ. Our proposed scope of services is divided into separate tasks, each providing a description of the work to be performed and the key products resulting from the task.

Task 1

District Review

Our first step would be to collect and analyze available information within the existing and any potential expanded TIRZ boundaries. This includes reviewing available development data; existing planning documents such as the comprehensive plan, land use plan, thoroughfare plan; physical information such as existing zoning and land use, existing and planned infrastructure, and topography; and property data such as ownership and tax values.

Task 2

Data Collection and Analysis

Based upon the TIRZ boundaries proposed by the City, PAC would utilize a geographic information system (GIS) database to establish the existing values for land and improvements, ownership data, and current land use information. This will provide the baseline data for the analysis. Key products of this task would include TIRZ parcel data and accompanying maps in digital formats.

Task 3

Taxable Value Analysis

A taxable value review of similar developments would be conducted to establish conservative assumptions of future taxable value for development in the zone. PAC would work with City staff to develop projections for future land uses, and timing of proposed developments. This task will be the basis for developing a spreadsheet model of potential TIRZ increments, given a reasonable range of development assumptions and taxable values. Key products of this task would include a spreadsheet model with projections based upon the historical taxable value review, development projections and reasonable timing expectations.

Task 4

Develop Amended TIRZ Cash Flow Model

Based on the anticipated land uses and projections, PAC would develop a draft financing cash flow model (and supporting spreadsheets) for a various time periods. This model will allow the City, consultants and others to underwrite the proposed developments and test various scenarios for the eventual financing plan. Key products of this task would include excel spreadsheets of the Amended TIRZ Cash Flow Models with growth and development assumptions.

Task 5

Prepare an Amended Project and Financing Plan

PAC will develop the Finance Plan, Project Plan, and Detailed Description of the TIRZ, and other exhibits required for local government review and approval per the state legislative requirements. This work includes the written, graphic, and PowerPoint materials and exhibits, as well as support of the process. Backup materials such as spreadsheets and databases will also be products that support the plans. Key products would include an Amended TIRZ Project and Financing Plan comprised of a legal description of the zone, proposed TIRZ projects, estimated project costs, term of the zone and a tax increment analysis.

Task 6

TIRZ Documentation Support

PAC will provide assistance with drafting necessary documents for amending the TIRZ plan including: 1) public hearing notices; 2) resolutions; 3) amendment ordinances; and 4) amended participation agreements. This can be a time-consuming process for City staff, however PAC’s extensive experience in drafting these documents should help streamline the preparation of materials necessary for City Council consideration.

Fee for Services

TIRZ Implementation Services

Our fee for TIRZ Implementation services would be charged on an hourly basis, per the rates in the proposal, and would be charged monthly.

TIRZ Amendment Services

Our fee for TIRZ Amendment services would be a lump sum fee of \$40,000. The TIRZ amendment assignment would be initiated through separate written authorization by City. Fees would be charged monthly, subject to on-going progress on the work effort.

Reimbursable expenses not to exceed \$1,500 would be charged to include out-of-pocket expenses incurred in the interest of the projects at actual costs.

Term of Agreement

It is anticipated that the services covered in the proposal will be completed within twelve (12) months of the date services begin. This Agreement will terminate upon the earlier of completion of services or twelve (12) months from the date of this Agreement. Additionally, Client may terminate this Agreement for any reason upon thirty (30) days written notice to PAC and PAC will cease any and all work upon receipt of such notice, unless otherwise directed in the notice. In the event of a termination as described above, Client shall be responsible for the payment of the fees and expenses incurred by PAC pursuant to this agreement through the date of such termination.

Changes of Scope and Additional Services

Minor additions to our scope will be treated as Additional Services. Work on Additional Services will not begin until authorized in writing by the Client.

Additional Services and Rates for Hourly Services

Additional Services shall be billed on an hourly not to exceed basis unless a fixed fee or other method of compensation is mutually agreed upon. Our current hourly rates are:

<u>Classification</u>	<u>Hourly Billing Rate</u>
David Pettit	\$375.00
Natalie Moore	\$300.00
Project Specialist	\$120.00
Planning Intern	\$100.00
Administrative	\$80.00

These rates apply for the current calendar year and are subject to revision on January 1, when they may be revised to reflect changes in staff salaries over the preceding year.

Reimbursables

We propose to be reimbursed for out-of-pocket expenses incurred in the interest of the project at our actual cost. Reimbursable expenses include: our direct consultants and their expenses (to be reimbursed, all consultants and their bids must be approved in writing, in advance by the client); reproduction; long distance communication;

document printing and delivery; document graphics and binding; delivery, postage and handling; travel time; special materials; photography; etc. (Reasonable backup will be available upon request.)

Invoices and Payments

Payment for services rendered is due within thirty (30) days of Client's next monthly billing cycle following receipt of invoice. In the event any invoices remain unpaid 45 days after the invoice date, we suspend work until we have been paid in full all amounts due for services and expenses. Amounts unpaid for more than 30 days after the due date may accrue interest at 10% per annum.

Suspension and Termination

If the project is suspended or abandoned, PAC will be compensated for all services billed prior to receipt of written notice by the Client. Services that are not billed or completed between billing periods and receipt of written notice will be reimbursed at PAC's standard hourly rates.

If the scope or schedule of the project should change beyond that to be reasonably expected due to the program changes, schedule or other reason, at their option, PAC may re-negotiate the aforementioned fees and scope of work. Any renegotiation of scope or fee will be in writing and subject to the signing of both parties.

Certifications

Guarantees and Warranties: We will not be required to execute any document that would result in our certifying, guaranteeing or warranting the existence of conditions whose existence we cannot ascertain.

Authorization to Proceed

Thank you again for this opportunity to work with you. Your signature below and the return of one copy to us for our file will confirm your approval and authorize us to proceed.

Insurance

PAC will provide proof of professional liability insurance (including errors and omissions) with minimum limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate and excess/umbrella liability of \$1,000,000 per occurrence and \$2,000,000 in the aggregate to client. Additionally, PAC shall carry the following insurance coverages:

(a) Worker's compensation insurance at the statutory limits and employer's liability insurance, with minimum limits of \$1,000,000.00/\$1,000,000.00/\$1,000,000.00; and

(b) Comprehensive general liability insurance, with minimum limits of \$1,000,000.00 each occurrence and \$4,000,000.00 in aggregate; and

(c) Comprehensive automobile liability insurance, with minimum limits of \$1,000,000.00 combined single limit each occurrence; and

PAC has previously provided, or concurrently with the execution of this agreement is providing, to Client a certificate of insurance issued to Client evidencing the foregoing insurance coverages and evidencing that Client and Client's lender, if any, are additional insured parties with respect to the insurance policies referred to in the foregoing subparagraphs (b) and (c).

Notices

Any notice required or permitted to be given to either party shall be deemed to be received by such party (a) three (3) days after deposit in the United States Registered or Certified Mail, Return Receipt Requested, or (b) one (1) business day after deposit with a nationally recognized overnight delivery service for next day delivery, or (c) upon personal delivery to the party to whom addressed provided that a receipt of such delivery is obtained, or (d) on the next business day after transmission by telecopy provided that a confirmation copy is concurrently deposited

in United States Certified or Registered Mail, Return Receipt Requested, in any case addressed to the parties at the following addresses:

If to Client:

City of Wolfforth
302 Main St #2940
Wolfforth, TX 79382
Attention: Randy Criswell, City Manager
Email: rcriswell@wolfforthtx.us

If to PAC:

Pettit & Ayala Consulting
306 West Seventh Street, Suite 602
Ft. Worth, TX 76102
Attention: David Pettit
Email: dpettit@dpedllc.com

or to the parties at such other addresses or telecopy numbers as they may designate by notice to the other party as herein provided.

SUMMARY

I hope this accurately outlines the professional services you anticipated. If you have any questions or concerns please do not hesitate to contact me at 817.439.9421.

Thank you for considering David Pettit Economic Development, LLC.

Sincerely,



David Pettit
Partner

If this agreement meets with your approval, please sign and return one executed copy to our office as notice to proceed.

AGREED TO AND ACCEPTED BY:

City of Wolfforth, Texas

By: _____

Date: _____