

**AGREEMENT BY AND BETWEEN  
WOLFFORTH REINVESTMENT ZONE NUMBER 1, CITY OF WOLFFORTH, TEXAS  
AND HAWES HILL & ASSOCIATES LLP**

This agreement is made by and between Wolfforth Reinvestment Zone Number 1, City of Wolfforth, (the "Clients") and Hawes Hill & Associates, LLP (the "Contractor").

W I T N E S S E T H:

WHEREAS, the Clients desire that the Contractor provide certain professional services with regard to the professional services related to amendments to the Zone's project plan and finance plan for Tax Increment Reinvestment Zone Number 1, City of Wolfforth, Texas ("Zone");

WHEREAS, the Contractor has the employees, office operations, and knowledge to ably provide the professional and administrative services required by the Clients;

NOW THEREFORE, for and in consideration of the premises and mutual covenants and agreements herein contained, it is agreed as follows:

I.

Engagement of Contractor

The Clients hereby engage the Contractor, and the Contractor hereby agrees to provide, furnish, or perform certain professional and administrative services with respect to the Zone, including the services described on Exhibit A, attached hereto; and Exhibit B, attached hereto. Such services herein collectively referred to as the "Services."

II.

Compensation and Reimbursement to Contractor

For and in consideration of the professional services to be performed by the Contractor specified in Exhibit "A" *Scope of Professional Services - Plan Amendment of Tax Increment Reinvestment Zone Number One*, of this Agreement, the Client agree to pay the Contractor a fixed fee of TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) due and payable upon submission of the amended Project Plan and Financing Plan to the City of Wolfforth, Texas.

In addition, the Clients agree to compensate Contractor at the Reimbursable out-of-pocket expenses and other expenses and charges incurred by the Contractor in performing the Services under this Agreement shall be made on a monthly basis upon submission by the Contractor of invoices and other documentation setting forth such expenses and charges; *provided, however*, all expenses and charges proposed to be incurred by the Contractor for the performance of the Services shall be subject to the Clients' prior written approval. The *Schedule of Maximum Charges and Rates of Hawes Hill & Associates LLP* for the performance of the Services by the Contractor under this Agreement as set forth on Exhibit "B" attached hereto for reference are hereby approved by the Clients. The Clients expressly disclaim any liability for reimbursement to the Contractor of any amounts in excess of those approved in writing by the Client.

Contractor shall tender to the Clients a detailed invoice of the services performed and the allowable reimbursable expenses incurred to the Clients each month during the term of this Agreement. Payments on account of services rendered and for reimbursable expenses incurred shall be made within thirty (30) days after the Clients receive Contractor's detailed invoice therefor. In the event of a disputed or contested invoice, the Clients may withhold any such disputed or contested amount without penalty.

III.  
Administrative Policies and Procedures

The Contractor shall conduct the administrative activities of the Clients in accordance with the instructions and guidance of the Clients.

IV.  
Accounts, Records, Accounting Reports and Audits

The Contractor shall maintain the books of records and accounts of the Clients in order to establish the amount due by the Clients to the Contractor in accordance with this Agreement. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. The Contractor shall provide free access to the Clients and allow for inspection and audit of all work, data, documents, proceedings, and activities related to this Agreement. Such right of access and audit shall continue for a period three (3) years from the date of termination of this Agreement.

V.  
Compliance With Applicable Laws Concerning Redevelopment Authorities,  
Local Government Corporations, and Tax Increment Reinvestment Zones

The Contractor, in performance of its duties under this Agreement for the Clients, will comply with all applicable provisions of Texas law and municipal ordinances concerning redevelopment authorities, local government corporations, tax increment reinvestment zones and public improvement districts under which these entities are created.

VI.  
Right of Ownership

All data, information, maps, books, reports, files, photography, artwork, software, equipment, and materials purchased, created or maintained by the Clients or purchased, created or maintained by the Contractor on behalf of the Clients shall remain the property of the Clients. It shall be clearly marked as property of the Clients in such manner that it may at any time be removed from the premises of the Contractor.

VII.  
Laws to be Observed

In performing its obligations under this Agreement, the Contractor at all times shall observe and comply with all federal and state laws, local laws, ordinances, orders, and regulations of the federal, state, county, or city governments. The federal, state, and local laws, ordinances, and regulations which affect those engaged or employed in the work, or the equipment used in the work, or which in any way affects the conduct of the work, shall be at all times in effect, and no pleas of misunderstanding will be considered on account of ignorance thereof.

VIII.  
Successors and Assigns

This Agreement shall bind and benefit the respective parties and their legal successors, and shall not be assignable, in whole or in part, by any party hereto without first obtaining the written consent of the other party. Nothing herein shall be construed as creating any personal liability on the part of any officer or director of the or the Zone.

IX.

### Character of Workers and Work

Services provided for under this Agreement are being performed for the public benefit. The employees provided by the Contractor shall be competent and careful workers skilled in their respective trades. In performing its obligations under this Agreement, the Contractor shall not employ any person who engages in misconduct or is incompetent or negligent in the performance of his or her duties. The Clients retain the right to require the Contractor to remove from the performance of services provided for under this Agreement any employee who engages in (1) unethical or unprofessional conduct, (2) misconduct or other discourtesies toward the public, (3) conduct inconsistent with sound business practices or (4) other conduct inconsistent with the performance of work in an acceptable manner and at a satisfactory rate of progress to the Clients. Nothing herein is intended to, and the parties agree that this Agreement does not, create any third-party beneficiary rights for any employee or other person. It is intended that any employee who engages in any services provided for under this Agreement is an employee-at-will of the Contractor.

### X.

#### Conflict of Interest

In keeping with Contractor's duties to the Clients, Contractor agrees that it shall not, directly or indirectly, become involved in any conflict of interest, or upon discovery thereof, allow such a conflict to continue. Moreover, Contractor agrees that it shall promptly disclose to the Clients any facts, which might involve any reasonable possibility of a conflict of interest.

### XI.

#### Term and Termination

This Agreement shall become effective as of the date executed by the Clients and the Contractor as set forth on the signature page hereof and shall continue in force until such time as it may be terminated or amended by mutual agreement of both parties. Either party may terminate this Agreement without cause at any time by giving the other party at least thirty (30) days' prior written notice thereof, specifying in such notice the effective date of such termination. In the event of termination, it is understood and agreed that only the amounts due the Consultant for services provided and expenses incurred to the date of termination will be due and payable. No penalty will be assessed for termination of this Agreement.

### XII.

#### Amendment or Modification

Except as otherwise provided in this Agreement, this Agreement shall be subject to change, amendment, or modification only upon the written consent of the parties hereto.

XIII.

Disclaimer of Political Support or Affiliation

The Clients expressly disclaim any political support or affiliation with the Contractor. Further, the Clients prohibit the Contractor, and the Contractor hereby agrees to comply with such prohibition, from expending any Zone or funds, directly or indirectly, including any funds to be reimbursed by the Zone or , on any political candidate, cause, party, organization or activity.

(EXECUTION PAGE FOLLOWS)

AGREED and ACCEPTED this \_\_\_\_ day of \_\_\_\_\_, 2025.

**On Behalf of Hawes Hill & Associates LLP**

By: \_\_\_\_\_  
Name: David W. Hawes, Senior Partner

**On Behalf of Reinvestment Zone Number 1  
Wolfforth, Texas**

By: \_\_\_\_\_  
\_\_\_\_\_, Chairman

**ATTEST:**

By: \_\_\_\_\_

Name/Title: \_\_\_\_\_

**On Behalf of the City Wolfforth :**

By: \_\_\_\_\_  
Randy Criswell, City Manager

**ATTEST:**

By: \_\_\_\_\_

Name/Title: \_\_\_\_\_

## **Exhibit “A”**

### **Scope of Professional Services relating to Plan Amendments**

Hawes Hill & Associates will carry out the scope of professional consulting services described below. These services apply to Tax Increment Reinvestment Zone 1 and are broken down into three distinct Phases: (I) activities associated with the preparation of the preliminary analyses and studies supporting the planned amendment; (II) activities necessary to inform and educate public officials and stakeholders on the plan amendment and to gather additional information that may be needed to refine the final proposed Amended Project Plan and Project Financing Plan; and (III) approval of Amended Project Plan and Financing Plan by the City of Wolfforth.

#### **Phase I: Analysis and preparation of documentation to initiate amendment to the current Project Plan and Project Financing Plan**

- Perform an initial analysis of the Zone and plan amendment. The analysis will include a) a complete review of all ad valorem values in the Zone; b) existing land uses; c) documentation of blighted conditions; d) identification of tracts where development is impeded due to faulty lot layout; e) analysis of any other relevant factors impeding development or redevelopment of the area.
- Prepare a draft Amended Project Plan and Reinvestment Zone Financing Plan for use in briefings on the amendment, including costs of all proposed public improvements. The amended plan will include the following: a) maps showing the existing uses and conditions of real property in the zone and maps showing proposed improvements to and use of that property; b) proposed changes to any ordinances applicable to the area; c) a list of the estimated non-project costs; and, d) a statement of the method of relocating persons to be displaced as a result of the implementation of the project plan. The amended financing plan will include: a) a detailed list of the estimated project costs of the zone, including administrative expenses; b) a statement listing the kind, number, and location of all proposed public works or public improvements in the zone; c) the estimated amount of bonded indebtedness to be incurred; d) the time when related costs or monetary obligations are to be incurred; e) a description of the methods of financing all estimated project costs and the expected sources of revenue to finance or pay project costs, including the percentage of tax increment to be derived from the property taxes of each taxing unit that levies taxes on real property in the zone.

#### **Phase II: Preparation of preliminary documents required for amendment of the Project Plan and Project Financing Plan**

- As necessary, conduct meetings with elected officials/staffs from all proposed participating jurisdictions regarding the plan amendment. Provide financial impact information to each, and work with any elected body committees to review the amended plan and how it will impact the jurisdiction's tax base and further each jurisdiction's economic development goals and objectives.
- Conduct meetings, when necessary, with all area stakeholders regarding the proposed amendment. Garner their input and feedback regarding the redevelopment needs in the area and factor those needs into the development of the draft Amended Project and Reinvestment Zone Financing Plan.

- Conduct a workshop (if needed or required) with City Council on the plan amendment. Present the proposed redevelopment strategy, the process for amending the reinvestment zone, and the administrative issues associated with implementation of the Amended Project Plan and Reinvestment Zone Financing Plan and serve as support staff to City staff in their role as advisors to the elected leadership.
- Make any recommended revisions to the Amended Project Plan and Reinvestment Zone Financing Plan prior to the public hearing.
- Prepare and deliver to City Secretary the public notice of the hearing and provide copies of the amended project plan and project financing plan for distribution. Serve as the point of contact for any questions/issues that arise related to the hearing before the hearing is held.
- Assist the City in conducting a public hearing on the plan amendment. We will either conduct the hearing on the City's behalf or be present to serve as technical advisor to the City during the hearing.
- Prepare a Final Amended Project Plan and Reinvestment Zone Financing Plan for presentation to the Client's Board of Directors, incorporating any changes based on the public hearing process, for their consideration and approval.

**Phase III: Preparation and submission of final documentation with regards to the Amended Project Plan and Project Financing Plan to the City.**

- Prepare and submit to the City an ordinance to approve the zone's amended project plan and reinvestment zone financing plan.
- Assist the with final participation agreements with other taxing jurisdictions. Each agreement will set forth the rate of participation for the jurisdiction, the term of the agreement, and any special negotiated provisions required by the jurisdiction for their participation in the TIRZ.
- Present agreements to the Client's Board of Directors for approval.

**Exhibit "B"**

**Schedule of Maximum Charges and Rates of  
Hawes Hill & Associates, LLP**

**Professional Services for Project Plan and  
Financing Plan Amendments**

**Fixed fee per amendment: \$25,000.00**

Board Development and Administration	bid as package
Information and Communications Management	bid as package
Financial Administration	bid as package
Contract Administration and Project Management	bid as package

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**REIMBURSABLE OUT-OF-POCKET EXPENSES**

Photocopies	Billed at actual cost.
Binding Supplies	Billed at actual cost
Supplies:	Special supplies required for a specific project billed at actual cost
Postage	Billed at actual cost
Delivery Services:	Billed at actual cost
Mileage:	Billed at maximum rate per mile allowed by IRS regulations
GIS Mapping:	\$150.00 per hour, plus actual costs for printing, paper, ink and special mounting.