

3. Approval of an Agreement with HilltopSecurities for Financial Advisory Services Related to the Proposed Bonds Ranch Public Improvement District – Precinct 4



COMMISSIONERS COURT
COMMUNICATION

REFERENCE NUMBER _____

PAGE 1 OF 3

DATE: 01/23/2024

SUBJECT: **APPROVAL OF AN AGREEMENT WITH HILLTOPSECURITIES FOR FINANCIAL ADVISORY SERVICES RELATED TO THE PROPOSED BONDS RANCH PUBLIC IMPROVEMENT DISTRICT – PRECINCT 4**

***** CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider the attached Agreement with HilltopSecurities for the provision of financial advisory services related to the proposed Bonds Ranch Public Improvement District located in Precinct 4.

BACKGROUND

Tarrant County has received a Petition to create the Bonds Ranch Public Improvement District (“PID”) located in Precinct 4. The owner/developer is requesting the County create an approximate 836-acre PID located on the northeast corner of Bonds Ranch Road and Morris Dido Newark Road within the City of Fort Worth’s Extra-Territorial Jurisdiction (ETJ) and Tarrant County. This development will consist of single-family homes, commercial, a new school site, amenity center, walking trails and pocket parks.

The proposed PID would issue bonds to finance a portion of the public infrastructure. As such, the County is engaging the appropriate advisors and consultants to assist with this unique project. HilltopSecurities will serve as the County’s financial advisor.

The Criminal District Attorney’s Office has approved this agreement as to form.

FISCAL IMPACT

There is no direct fiscal impact to the County associated with the approval of this agreement. All costs associated with services rendered under this agreement will be paid solely from developer advances to the County and/or proceeds from PID bonds. The approval of this agreement is contingent upon the execution of the Deposit and Reimbursement Agreement with the developer.

SUBMITTED BY:	Administrator's Office	PREPARED BY: APPROVED BY:	Maegan P. South
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January 11, 2024

Chandler Merritt
County Administrator
Tarrant County
100 E Weatherford
Fort Worth, TX 76196

Dear Chandler:

Tarrant County has requested that HilltopSecurities provide certain financial advisory services to the County in connection with the proposed development of land located in Precinct 4 of the County (the “Requested Services”). HilltopSecurities and the County believe that the Requested Services are not within the description of services of the existing Financial Advisory Agreement. Therefore, HilltopSecurities will provide the Requested Services to the County pursuant to this letter agreement.

Scope of Services:

HilltopSecurities will review and consult on the development agreement and other legal documents associated with the Precinct 4 development project, as requested. HilltopSecurities will assist the County with reviewing, analyzing, and structuring the land development, including the utilization of public improvement districts, and any development specific financing involving the County.

Duration and Compensation:

This engagement shall begin upon your written acceptance below and shall remain in effect until consummation of all the Requested Services set forth above or until terminated by either party upon giving of at least thirty (30) days prior written notice to the other party of its intention to terminate, specifying in such notice the effective date of such termination. In the event of such termination, it is understood and agreed that only the amounts due HilltopSecurities for services provided and expenses incurred to the date of termination will be due and payable.

HilltopSecurities’ fee for providing the Requested Services shall be:

- (i) a nonrefundable upfront cash payment of \$25,000, may be required, payable prior to commencement of the work outlined in the Scope of Services and credited against other fees due to HilltopSecurities; and
- (ii) a fee of 2.0% of the par of any bonds or debt issued by the County or by an entity under the County’s control for the benefit of the development including any Special Revenue Bonds or Special Assessment Revenue Bonds that are issued, including any refunding bonds. Fees charged in (i) above, if any, will be netted against fees due in this section (ii).

It is expected that the County will be reimbursed for the above-referenced fees by the developer as an expense of advising on the development agreement(s) and any associated financings. Any fees owed to HilltopSecurities would be paid from reimbursements received by the County from the developer and/or proceeds from public improvement district bonds.

This letter agreement shall be governed by and construed in accordance with the laws of the State of Texas applicable to agreements made and to be fully performed therein.

We look forward to working with you during this engagement. Please acknowledge acceptance of these terms by signing in the space provided below and returning two copies to me.

Sincerely,



Laura B. Alexander
Senior Managing Director

Agreed and Accepted:

By: _____

Title: _____

Name: _____

Date: _____