



Addison City Council Meeting

March 5, 2024

Addison Conference Centre

15650 Addison Road

Addison, Texas 75001

**AMENDED 3/4 at 11:09am - Addition of Council
Rules and Procedures Document to Work Session
Item #6.b**

Email comments may be submitted using the Public Comment Form located on Addison's website by 3:00 PM on the meeting day. The meeting will be live-streamed at www.addisontexas.net.

WORK SESSION

The Addison City Council will convene in the Acacia Room beginning at 6:00 PM.

1. **Call Meeting to Order and Announce that a Quorum is Present.**
2. **Citizen Comments on the Consent Agenda Items.** This item allows citizens to speak on any item listed on the Consent Agenda prior to its consideration. Citizen comments are limited to three (3) minutes, unless otherwise required by law. To address the Council, please fill out a City Council Appearance Card and submit it to a staff member prior to the beginning of this item.
3. **Council Member Clarification Requests Regarding Consent Agenda Items.**
 - a. Council Questions and Answers
4. Closed Meeting. The Addison City Council will enter a Closed Meeting pursuant to Texas Government Code Sections 551-071 through 090 to discuss the following item(s):

- a. Section 551.071 - Consultation with the City Attorney regarding items on the agenda or for matters in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Code:
 - Discussion of the Professional Services Agreement with Harvest MXD for the TOD Project
 5. Open Meeting. In accordance with Texas Government Code Chapter 551, the Addison City Council will reconvene in an Open Meeting to consider action, if any, on the matters discussed in the Closed Meeting.
 6. **Work Session Reports**
 - a. Present and discuss the format for the Town Meeting on April 17, 2024.
 - b. Present and discuss updates to the City Council Rules and Procedures.
 - c. Present and discuss appointment criteria for the Addison Circle Park Vision Plan Advisory Committee.
 - d. Present and discuss the Airport Quarterly Report for the Fiscal Year 2024 (FY 2024) First Quarter ended December 31, 2023.
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COUNCIL MEETING

The Addison City Council will convene for a Council Meeting beginning at 7:30 PM in the Council Chambers.

1. **Pledge of Allegiance.** United States and Texas Flags
2. **Proclamations / Presentations**
 - a. City Manager's Announcements
 - b. Employee Recognition

3. **Public Comment.** The City Council invites citizens to address the City Council on any matter, including items on the agenda, except public hearings that are included on the agenda. Comments related to Public Hearings will be heard when the specific hearing starts. Citizen comments are limited to three (3) minutes, unless otherwise required by law. To address the Council, please fill out a City Council Appearance Card and submit it to a staff member prior to the Public Comment item on the agenda. The Council is not permitted to take any action or discuss any item not listed on the agenda. The Council may choose to place the item on a future agenda.

4. **Consent Agenda.** All items listed under the Consent Agenda are considered routine by the City Council and will be enacted by one motion with no individual consideration. If individual consideration of an item is requested, it will be pulled from the Consent Agenda and discussed separately.

- a. Consider action on a Resolution approving the Vision Statement, Key Focus Areas, and Strategic Objectives of the Addison Strategic Plan.
- b. Consider action on a Resolution approving a Professional Services Agreement (PSA) between the Town of Addison and Harvest MXD for commercial real estate brokerage services and authorizing the City Manager to execute the agreement in an amount not to exceed \$608,400.00

5. **Items for Individual Consideration.**

- a. Present, discuss and consider action on an Ordinance canceling the May 4, 2024 General Election and declaring three unopposed candidates for City Council Member positions as elected.

6. **Items of Community Interest.** The City Council will have this opportunity to address items of community interest, including: expressions of thanks, congratulations, or condolence; information regarding holiday schedules; an honorary or salutary recognition; a reminder about an upcoming event organized or sponsored by the Town of Addison; information regarding a social, ceremonial, or community event that was or will be attended by an Addison City Council member or an official; and, announcements involving an eminent threat to public health and safety in Addison that has arisen since posting this agenda.

7. **Adjourn Meeting.**

NOTE: The City Council reserves the right to meet in a Closed Meeting at any time during this meeting to discuss matters listed on the agenda, as authorized by the Texas Open Meetings Act, Texas Government Code, Chapter 551. Any decision held on such matters will be conducted in an Open Meeting following the conclusion of the Closed Meeting.

THE TOWN OF ADDISON IS ACCESSIBLE TO PERSONS WITH DISABILITIES. PLEASE CALL (972) 450-7017 AT LEAST 48 HOURS IN ADVANCE IF YOU NEED ASSISTANCE.

Posted by: _____
Date posted: _____ Time posted: _____
Date removed from bulletin board: _____
Removed by: _____

City Council (FY24)

3. a.

Meeting Date: 03/05/2024

Department: City Manager

AGENDA CAPTION:

Council Questions and Answers

BACKGROUND:

The Council Questions and Answer document, along with any handout(s) provided during the meeting, will be attached below. Due to the requirement to post the agenda prior to these attachments being created, the Council Questions and Answers document will be uploaded just prior to the meeting. Any handouts presented during the meeting will be added on the next business day.

RECOMMENDATION:

Information only. No action required.

Attachments

Council Questions & Answers Document



Answers to Council Questions – March 5, 2024

Work Session

Item #6.b: Present and discuss updates to the City Council Rules and Procedures.

Question 1: Who determines what is rude or derogatory language?

Response: As the presiding officer, this determination would be left to the Mayor, or to the person acting as the presiding officer in the absence of the Mayor. At any time, by vote of a majority of the council, the Mayor can be directed to take action.

Item #6.c: Present and discuss appointment criteria for the Addison Circle Park Vision Plan Advisory Committee.

Question 1: Will staff solicit suggestions for business representatives for the Addison Circle study from Council?

Response: In addition to soliciting suggestions from Council for business representatives to serve on the committee, staff proposes soliciting businesses to bring forward business applicants and taking their guidance.

Consent

Item #4.b: Consider action on a Resolution approving a Professional Services Agreement (PSA) between the Town of Addison and Harvest MXD for commercial real estate brokerage services and authorizing the City Manager to execute the agreement in an amount not to exceed \$608,400.00.

Question 1: Can you clarify the HARVEST MXD contract? Is that work not already substantially complete?

Response: Since the start of 2023, our brokers have continued to represent the Town's interests without a formal contract. The proposed Professional Services Agreement is identical to the agreement the Town had with Cushman and Wakefield as far as Scope of Services. The remaining deliverable for Harvest is to assist the Town in finalizing and executing the definitive agreements which include a ground lease, a purchase and sale agreement and/or a development agreement.

The agreement provides back pay for their contributions in 2023 and includes a newly



Answers to Council Questions – March 5, 2024

negotiated success fee.

City Council (FY24)

4. a.

Meeting Date: 03/05/2024

Department: City Manager

AGENDA CAPTION:

Section 551.071 - Consultation with the City Attorney regarding items on the agenda or for matters in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Code:

- Discussion of the Professional Services Agreement with Harvest MXD for the TOD Project

BACKGROUND:

N/A

RECOMMENDATION:

N/A

City Council (FY24)

6. a.

Meeting Date: 03/05/2024

Department: Communications & Marketing

Pillars: Optimize the Addison Brand

Milestones: Continue to enhance and promote Addison's Identity

AGENDA CAPTION:

Present and discuss the format for the Town Meeting on April 17, 2024.

BACKGROUND:

Town Meetings are held twice a year in the spring and fall. This year, the spring meeting is scheduled for April 17, 2024, at 7:00 pm at the Addison Conference Centre. The purpose of this item is to discuss the format and topics for the presentation.

RECOMMENDATION:

Staff requests Council direction.

City Council (FY24)

6. b.

Meeting Date: 03/05/2024

Department: City Secretary

AGENDA CAPTION:

Present and discuss updates to the City Council Rules and Procedures.

BACKGROUND:

The current Council Rules and Procedures was last updated in 2017. Council reviewed in February 2017 and in August 2017. Council approved amendments in September 2017. Staff has reviewed and made the following proposed changes to the current City Council Rules and Procedures as adopted in 2017.

RECOMMENDATION:

Staff requests Council direction.

Attachments

Presentation - City Council Rules & Procedures

Council Rules and Procedures - Redline Copy

CITY COUNCIL PROCEDURES

CITY COUNCIL MEETING PROCEDURES

SECTION 1. MEETINGS

~~Three types of meetings are recognized:~~

- A. Regular Meetings will be ~~held generally be held~~ on the second and fourth Tuesday of each month. Meetings will be held at ~~Town Hall in the Council Chambers~~ a posted location commencing at ~~7:30~~ 7:00 p.m., unless otherwise posted.
- B. Special Meetings are subject to call by the Mayor, City Manager, or three members of the City Council with written notice to the City Secretary. These meetings will be held at ~~Town Hall~~ a posted location unless otherwise posted, at a stated time.
- C. Work Session Meetings are subject to call by the Mayor, City Manager, or three members of the City Council with written notice to the City Secretary. The time, place, and purpose will be stated in each instance. Ordinarily, no official Council action will be taken at a work session meeting.

Commented [AS1]: What do we want this policy to be?

SECTIONS 2. AGENDAS

The following procedures relate to the agenda for meetings of the Council.

A. The ~~Mayor~~City Manager, working with the ~~City Manager~~Mayor, will determine what items of business should come before the Council. If, at a meeting of the Council, a member of the Council (i.e., the Mayor and each Council member) or the public inquires about a subject for which notice has not been given as required by law, only the following may be provided unless otherwise allowed by law: (1) a statement of specific factual information given in response to the inquiry, or (2) a recitation of existing policy in response to the inquiry. Unless otherwise allowed by law, any deliberation of or decision about the subject of such inquiry shall be limited to a proposal to place the subject on the agenda for a subsequent meeting.

~~B. Any Council member may ask the Mayor or City Manager to place an item on the agenda for discussion.~~

~~BC.~~ An item ~~may~~will be placed on the agenda at the request of two or more Council members. The City Manager will place the item on the agenda as soon as applicable. The Council members requesting the agenda item may present or participate in the presentation of the item at the meeting. Any Town staff assistance should be requested through the City Manager's Office. Such agenda items must reach the City ~~Secretary's~~Manager's office at Town Hall by 1:00 p.m., Tuesday, of the week preceding the meeting for which the request is made.

Commented [AS2]: What's the procedure?

~~D. Any member of the Town staff wishing to have an item placed on the agenda shall submit that item to the City Manager's Office for approval. The City Manager may establish procedures for submission of routine items without his approval.~~

~~CE.~~ The agenda packets for all Regular Meetings will be delivered electronically by Town staff to members of the Council no later than the Thursday preceding the meetings.

~~DE.~~ The City Secretary's office is responsible for seeing that notices for all meetings of the Council comply with the Open Meetings Law.

SECTION 3. COUNCIL MEETING PROCEDURES

The Council will use the following procedures as a general guide for parliamentary procedure and may consult Robert's Rules of Order as a guide in instances not addressed by these procedures.

A. The Mayor shall be the presiding officer at all meetings. The Mayor Pro-Tempore shall preside at meetings in the absence of the Mayor, and the Deputy Mayor Pro-Tempore shall preside at meetings in the absence of the Mayor and Mayor Pro-Tempore. The term Mayor shall be interpreted to mean the presiding officer when applicable throughout these City Council Procedures.

B. The Mayor shall have a voice in all matters before the Council and may vote on all matters.

C. When an item is presented to the Council, the Mayor (~~or presiding officer~~) shall recognize the presenter(s) and the order of presentation. During City Council discussion of an item, the Mayor shall recognize members of the Council who desire to ask questions or speak on an item. When two or more members desire to speak on an item, the Mayor shall choose which member is to speak first.

~~D. Each member of the Council, including the Mayor, will be given an opportunity to ask questions following presentation of an agenda item. Each member will be given an initial 10 minutes time for questions until all members have had an opportunity to ask questions.~~ Then, members shall be given the opportunity to ask additional questions in the same manner until no member has additional questions.

~~E. During the Council's discussion of an item, each member will be given a reasonable amount of an initial 10 minutes time to speak until all members have had an opportunity to ask questions. Following the initial round of discussion, the Mayor (or presiding officer) shall recognize a member desiring to make a motion. If a motion is made and seconded, the discussion of the motion, if any, shall follow the procedure outlined above. If no motion is made, the discussion will continue in the same manner outlined above until discussion on the item has concluded.-~~

The procedure described herein is intended to give each member a timely opportunity to speak and to avoid one member monopolizing the floor for an extended period of time before others have an opportunity to speak.

FD. The Mayor ~~(or presiding officer)~~ shall preserve order and shall require Council members engaged in debate to limit discussion to the question under consideration. Members of the Council shall not interrupt or delay proceedings, and shall not refuse to obey the orders of the Mayor or the rules of the Council. Members of the Council shall demonstrate respect and courtesy to each other, Town staff members, and citizens appearing before the Council. Members of the Council shall refrain from rude and derogatory remarks.

GE. The Mayor ~~(or presiding officer)~~ will give all members of the Council a full opportunity to speak on an item; provided, the Mayor may reasonably limit the time for discussion on any item as the Mayor deems appropriate based upon the circumstances.

H. Every member of the Council shall vote on all matters before the Council whereupon the Mayor has called for a final vote unless a member abstains from the vote due to a conflict of interest or other legal basis for abstention following the procedures for abstention set forth in Section 5.

IF. Should a conflict arise between Council members during a meeting, the Mayor ~~(or presiding officer)~~ shall serve as the mediator. If the Mayor ~~or presiding officer~~ is a part of the conflict, the Council shall determine the procedure to conclude the matter.

~~G. The Mayor shall be recognized as head of the Town government for all ceremonial purposes and by the governor for purposes of military law but shall have no administrative duties. If the Mayor is absent, the Mayor Pro Tempore, and in the absence of the Mayor Pro Tempore the Deputy Mayor Pro Tempore, shall be so recognized.~~

Commented [AS3]: This is in the Charter.

JH. The Council may convene into closed (executive) session in connection with any Regular, Special or Work Session meeting in conformance with the rules governing closed meetings set forth in Chapter 551 of the Texas Government Code. Prior to convening into closed session the Mayor shall (i) announce the applicable statutory exception(s) authorizing the closed session, (ii) identify the general purpose or subject matter to be discussed during the closed session to the extent permitted by law, and (iii) state the time in which the Council is convening into closed session.

K. Members of the Council may attend a meeting remotely when a member is unable to attend the meeting in-person, provided, the member's remote attendance is able to be administered in full conformance with Section 551.127 of the Texas Government Code and all applicable IT policies adopted by the Town. Each remote location from which a member participates, must have an internet connection that is of sufficient quality to ensure a continuous, live two-way audio and video communication with all other members of the

Council during the entire meeting. While speaking, a member attending remotely must be clearly visible and audible to all other members of the Council and the public (except during a closed session). If a member intends on attending a closed session remotely, the member shall coordinate with the City Manager's office in advance to ensure that the remote location and connection are able to comply with all applicable security requirements.

L. Any Council member may ask the Mayor (or presiding officer) to enforce the procedures established by the Council. Should the Mayor (or presiding officer) fail to do so, a majority of the Council may direct him/her/the Mayor to enforce the procedures.

M. All personal communication devices should be placed in a silent mode during any City Council meetings. Personal communication devices shall shallshould not be used for communicating or conducting Town related business with other Council Members during any City Council meetings as that is a violation of the Texas Open Meetings Act. Personal communication devices may be used to access agenda items but shall not be used to access social media during the meeting. If an emergency arises, the Mayor or Council member shall excuse themselves from the dais or meeting room to engage in that communication.

SECTION 4. CITIZEN PARTICIPATION AT MEETINGS

A. As a general rule, persons attending a meeting of the Council may not participate in the discussions of the Council.

B. If an item is identified on the agenda of a Council meeting as a public hearing, persons attending the Council meeting will be given the opportunity to speak regarding the item after being recognized by the Mayor. The person(s) representing the applicant for an item presented during a public hearing will generally be allowed ten (10) minutes to present the item (exclusive of the time allowed for questions from the Council). Members of the public desiring to speak on an item during the public hearing will generally be allowed three (3) minutes to speak on the item.

C. Email or written comments will be acknowledged during the meeting but not read into the record. Email or written comments will be attached to the minutes for the respective meeting.

CITY COUNCIL GENERAL PROCEDURES

SECTION 54. CODE OF CONDUCT FOR MAYOR AND COUNCIL MEMBERS

A. During Council meetings, Members of the Council shall preserve order and decorum, shall not interrupt or delay proceedings, and shall not refuse to obey the orders of the Mayor (or presiding officer) or the rules of the Council. Members of the Council

~~shall demonstrate respect and courtesy to each other, Town staff members, and citizens appearing before the Council. Members of the Council shall refrain from rude and derogatory remarks.~~

AB. The Mayor and Council members should comply with the Town's Code of Ethics (included in Chapter 2, Article III, Division 2 of the Town's Code of Ordinances and attached hereto as Appendix A) and with all conflict of interest laws.

BC. In accordance with the Town's Code of Ethics and with applicable law, the Mayor and Council members shall abstain from participating in or voting on items in which they have a conflict of interest as set forth in the Code of Ethics or applicable law. If the Mayor or a Council member has such a conflict of interest, ~~he or she~~ they shall file a "Conflict of Interest Affidavit" with the City Secretary's office. Upon introduction of the agenda item in which the Mayor or Council member has a conflict of interest, the Mayor or Council member should announce that ~~he or she~~ they ~~have~~s a conflict of interest, and must refrain from participation in or voting on the agenda item, ~~but and~~ shall ~~not~~ be required to leave the meeting room.

CD. ~~All members of the Council~~ are encouraged to conduct themselves above reproach. In the event that the Mayor or a Council member determines that it is necessary to abstain from participating in a matter to avoid a perceived conflict of interest or to avoid the appearance of impropriety, as soon as the ~~Mayor or Council individual~~ member makes such a determination, the ~~member Mayor or Council member~~ shall declare the nature of the matter causing the abstention, abstain from participation in the matter and leave the meeting room.

SECTION 5. CITIZEN PARTICIPATION AT MEETINGS

~~A. — The Council is, in certain instances (e.g., changes in zoning), required to hold public hearings. If an item is identified on the agenda of a Council meeting as a public hearing, persons attending the Council meeting will be given the opportunity to speak regarding the item after being recognized by the Mayor (or presiding officer). The Mayor (or presiding officer) may set time limits on persons who speak at a public hearing.~~

~~B. — Except as set forth in paragraph A of this Section, as a general rule, persons attending a meeting of the Council may not participate in the discussions of the Council.~~

~~Email or written comments will be acknowledged during the meeting but not read into the record. Email or written comments will be attached to the minutes for the respective meeting.~~

SECTION 6. COUNCIL AND STAFF RELATIONS

A. Members of the Council should attempt to ask questions to the City Manager about the Council agenda packet issued for a Council meeting prior to the meeting. This will

allow the Town staff time to respond to the Council member's questions and, if necessary, to provide additional information to all members of the Council.

B. The City Manager shall designate the appropriate Town staff member to address each agenda item and shall see that each presentation informs the Council on the issues which require Council action. The presentations should be professional and timely, and should list options available for resolving any issue.

C. The City Manager is directly responsible for providing information to all members of the Council concerning any inquiries by a specific member of the Council. Should the City Manager find ~~his or his~~that staff's time ~~is~~ being dominated by a single member, ~~the~~the City Manager should inform the Mayor of the concern.

~~C.D.~~ If the Mayor or a Council member seeks a written legal opinion from the City Attorney in connection with an item on a meeting agenda, the City Attorney's legal opinion shall be provided to all members of the Council.

E. In the event of a conflict between the staff and the Council, the Mayor will speak with the City Manager regarding the conflict but will not address the conflict directly with any staff member. The City Manager will then address the matter with the appropriate staff member(s) and update the Mayor and Council as appropriate. If the conflict is between a staff member and the Mayor, the Mayor Pro Tempore will speak with the City Manager.

~~F.~~—The City Manager is responsible for the professional and ethical behavior of himself and his staff. The City Manager ~~He~~ is also responsible for seeing that his staff remains educated and informed on the issues facing municipal government.

~~F.~~_____

G. All members of the Council and Town staff members shall show respect and courtesy to each other and citizens at all times.

H. The City Manager is responsible for seeing that all newly (first time) elected members of the Council are provided with a thorough orientation on Town staff procedures, municipal facilities, and other information of interest to municipal officials.

SECTION 7. COUNCIL AND MEDIA RELATIONS

A. ~~Agenda packets shall~~ A link to published agendas will be provided upon request to all interested news media in advance of the Council meetings.

B. Official rResponses to media inquiries concerning Town matters will be made as determined by the Mayor and the City Manager. ~~(or Mayor Pro Tempore in the absence of the Mayor, or in the absence of the Mayor Pro Tempore, the Deputy Mayor Pro Tempore) and the City Manager.~~

CITY COUNCIL PROCEDURES

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Council during the entire meeting. While speaking, a member attending remotely must be clearly visible and audible to all other members of the Council and the public (except during a closed session). If a member intends on attending a closed session remotely, the member shall coordinate with the City Manager's office in advance to ensure that the remote location and connection are able to comply with all applicable security requirements.

L. Any Council member may ask the Mayor ~~(or presiding officer)~~ to enforce the procedures established by the Council. Should the Mayor ~~(or presiding officer)~~ fail to do so, a majority of the Council may direct ~~him/her~~ the Mayor to enforce the procedures.

M. All personal communication devices should be placed in a silent mode during any City Council meetings. Personal communication devices ~~shall shall~~ should not be used for communicating ~~or conducting Town related business with other Council Members~~ during any City Council meetings ~~as that is a violation of the Texas Open Meetings Act. Personal communication devices may be used to access agenda items but shall not be used to access social media during the meeting. If an emergency arises, the Mayor or Council member shall excuse themselves from the dais or meeting room to engage in that communication.~~

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C. Email or written comments will be acknowledged during the meeting but not read into the record. Email or written comments will be attached to the minutes for the respective meeting.

CITY COUNCIL GENERAL PROCEDURES

SECTION 54. CODE OF CONDUCT FOR MAYOR AND COUNCIL MEMBERS

A. ~~During Council meetings, Members of the Council shall preserve order and decorum, shall not interrupt or delay proceedings, and shall not refuse to obey the orders of the Mayor (or presiding officer) or the rules of the Council. Members of the Council~~

~~shall demonstrate respect and courtesy to each other, Town staff members, and citizens appearing before the Council. Members of the Council shall refrain from rude and derogatory remarks.~~

AB. The Mayor and Council members should comply with the Town's Code of Ethics (included in Chapter 2, Article III, Division 2 of the Town's Code of Ordinances and attached hereto as Appendix A) and with all conflict of interest laws.

BC. In accordance with the Town's Code of Ethics and with applicable law, the Mayor and Council members shall abstain from participating in or voting on items in which they have a conflict of interest as set forth in the Code of Ethics or applicable law. If the Mayor or a Council member has such a conflict of interest, ~~he or she~~ they shall file a "Conflict of Interest Affidavit" with the City Secretary's office. Upon introduction of the agenda item in which the Mayor or Council member has a conflict of interest, the Mayor or Council member should announce that ~~he or she~~ they ~~has~~ have a conflict of interest, and must refrain from participation in or voting on the agenda item, ~~but and~~ shall ~~not~~ be required to leave the meeting room.

CD. ~~All members of the Council~~ are encouraged to conduct themselves above reproach. In the event that the Mayor or a Council member determines that it is necessary to abstain from participating in a matter to avoid a perceived conflict of interest or to avoid the appearance of impropriety, as soon as the ~~Mayor or Council~~ individual member makes such a determination, the ~~member Mayor or Council member~~ shall declare the nature of the matter causing the abstention, abstain from participation in the matter and leave the meeting room.

SECTION 5. CITIZEN PARTICIPATION AT MEETINGS

~~A. — The Council is, in certain instances (e.g., changes in zoning), required to hold public hearings. If an item is identified on the agenda of a Council meeting as a public hearing, persons attending the Council meeting will be given the opportunity to speak regarding the item after being recognized by the Mayor (or presiding officer). The Mayor (or presiding officer) may set time limits on persons who speak at a public hearing.~~

~~B. — Except as set forth in paragraph A of this Section, as a general rule, persons attending a meeting of the Council may not participate in the discussions of the Council.~~

~~Email or written comments will be acknowledged during the meeting but not read into the record. Email or written comments will be attached to the minutes for the respective meeting.~~

SECTION 6. COUNCIL AND STAFF RELATIONS

A. Members of the Council should attempt to ask questions to the City Manager about the Council agenda packet issued for a Council meeting prior to the meeting. This will

allow the Town staff time to respond to the Council member's questions and, if necessary, to provide additional information to all members of the Council.

B. The City Manager shall designate the appropriate Town staff member to address each agenda item and shall see that each presentation informs the Council on the issues which require Council action. The presentations should be professional and timely, and should list options available for resolving any issue.

C. The City Manager is directly responsible for providing information to all members of the Council concerning any inquiries by a specific member of the Council. Should the City Manager find ~~his or his~~that staff's time ~~is~~ being dominated by a single member, ~~he~~the City Manager should inform the Mayor of the concern.

~~C.D.~~ If the Mayor or a Council member seeks a written legal opinion from the City Attorney in connection with an item on a meeting agenda, the City Attorney's legal opinion shall be provided to all members of the Council.

E. In the event of a conflict between the staff and the Council, the Mayor will speak with the City Manager regarding the conflict but will not address the conflict directly with any staff member. The City Manager will then address the matter with the appropriate staff member(s) and update the Mayor and Council as appropriate. If the conflict is between a staff member and the Mayor, the Mayor Pro Tempore will speak with the City Manager.

~~F.~~—The City Manager is responsible for the professional and ethical behavior of himself and his staff. The City Manager ~~He~~ is also responsible for seeing that his staff remains educated and informed on the issues facing municipal government.

~~F.~~_____

G. All members of the Council and Town staff members shall show respect and courtesy to each other and citizens at all times.

H. The City Manager is responsible for seeing that all newly (first time) elected members of the Council are provided with a thorough orientation on Town staff procedures, municipal facilities, and other information of interest to municipal officials.

SECTION 7. COUNCIL AND MEDIA RELATIONS

A. ~~Agenda packets shall~~ A link to published agendas will be provided upon request to all interested news media in advance of the Council meetings.

B. Official rResponses to media inquiries concerning Town matters will be made as determined by the Mayor and the City Manager. ~~(or Mayor Pro Tempore in the absence of the Mayor, or in the absence of the Mayor Pro Tempore, the Deputy Mayor Pro Tempore) and the City Manager.~~

City Council (FY24)

6. c.

Meeting Date: 03/05/2024

Department: Parks & Recreation

Pillars: Gold Standard in Customer Service
Optimize the Addison Brand

Milestones: Continue to enhance and promote Addison's Identity

AGENDA CAPTION:

Present and discuss appointment criteria for the Addison Circle Park Vision Plan Advisory Committee.

BACKGROUND:

On February 27, 2024, Council approved a professional services agreement with OJB Landscape Architecture to create a Vision Plan for Addison Circle Park. The Vision Plan is a recommendation of the Parks, Recreation and Open Space (PROS) Master Plan, adopted by Council in 2019, which identifies the need to plan for the redevelopment of Addison Circle Park and the Conference and Theatre Centre in conjunction with the Transit Oriented Development (TOD). As public engagement is an important step in this process, this committee will help guide and inform the development of the Vision Plan.

The Vision Plan for Addison Circle Park will be developed to serve Addison residents, businesses and attract visitors to Addison. As a result, the advisory committee should include Addison residents that can represent resident's needs and desires and business community representatives that can offer technical expertise related to how the park can benefit surrounding businesses and attract visitors. Staff is recommending that each Council member appoint two advisory committee members which consist of a resident and representatives from the retail and commercial business community. Staff is soliciting direction from Council regarding this recommendation and will also present more detailed information regarding the recommended composition of the advisory committee.

RECOMMENDATION:

Council direction is requested.

Attachments

Presentation - ACP Advisory Committee

Addison Circle Park Vision Plan Public Advisory Committee

Addison City Council 3-5-2024



ADDISON

The Addison Circle Park Vision Plan will be developed to meet resident needs, support surrounding businesses and attract visitors to Addison. To help guide and inform the process staff is recommending a Public Advisory Committee to be appointed by Council which includes 7 Addison Residents and 7 Business Community Representatives. Recommendations for the ideal committee composition is below.

The composition of the committee should offer varying fields of expertise:

- Architecture / Engineering / Associated Fields
- Real Estate Development
- Retail and other Commercial Businesses
- Tourism

Possible groups could include users of :

- Parks
- Trails
- Special Events
- DART
- Public Art

Staff will identify potential applicants and work to generate interest in serving on the committee from Addison Circle District Stakeholders.

Next Steps

- Following Council's direction, staff will solicit applicants to serve on the committee between March 7th – March 18th.
- A list of applicants for the Addison Circle Park Vision Plan Advisory Committee will be presented to Council during the agenda review process.
- Council will appoint committee members to serve on the advisory committee at the March 26, 2024, Council Meeting.
- Committee members will be asked to participate in 3-5 meetings during the 7-month process.

Questions

The logo for Addison, featuring the word "ADDISON" in a bold, blue, sans-serif font centered within a white circle. This circle is set against a blue background that is part of a larger graphic design on the right side of the slide, which includes diagonal lines and a grey triangle in the top right corner.

ADDISON

City Council (FY24)

6. d.

Meeting Date: 03/05/2024

Department: Airport

Pillars: Excellence in Transportation Systems

Milestones: Leverage Airport assets to maximize business growth and expansion
Implement the Asset Management Plan in accordance with the Asset Management Policy, utilizing information systems

AGENDA CAPTION:

Present and discuss the Airport Quarterly Report for the Fiscal Year 2024 (FY 2024) First Quarter ended December 31, 2023.

BACKGROUND:

The purpose of this item is to provide an overview of key airport performance measures for the first quarter of FY24, which ended on December 31, 2023. The report presents data on revenue, fuel flowage, and aircraft operations (take-offs and landings), including international operations. The report also includes updates on significant airport projects. Highlights for the quarter include:

- Continued strength in international arrivals (U.S. Customs clearances);
- Record total revenue for the first quarter of the fiscal year; and
- Bidding, contract award, and notice to proceed for the Taxiway Bravo extension - phase 1 construction project.

RECOMMENDATION:

Information only. No action required.

Attachments

FY24Q1 Presentation

Addison Airport

1st Quarter Update – Fiscal Year 2024

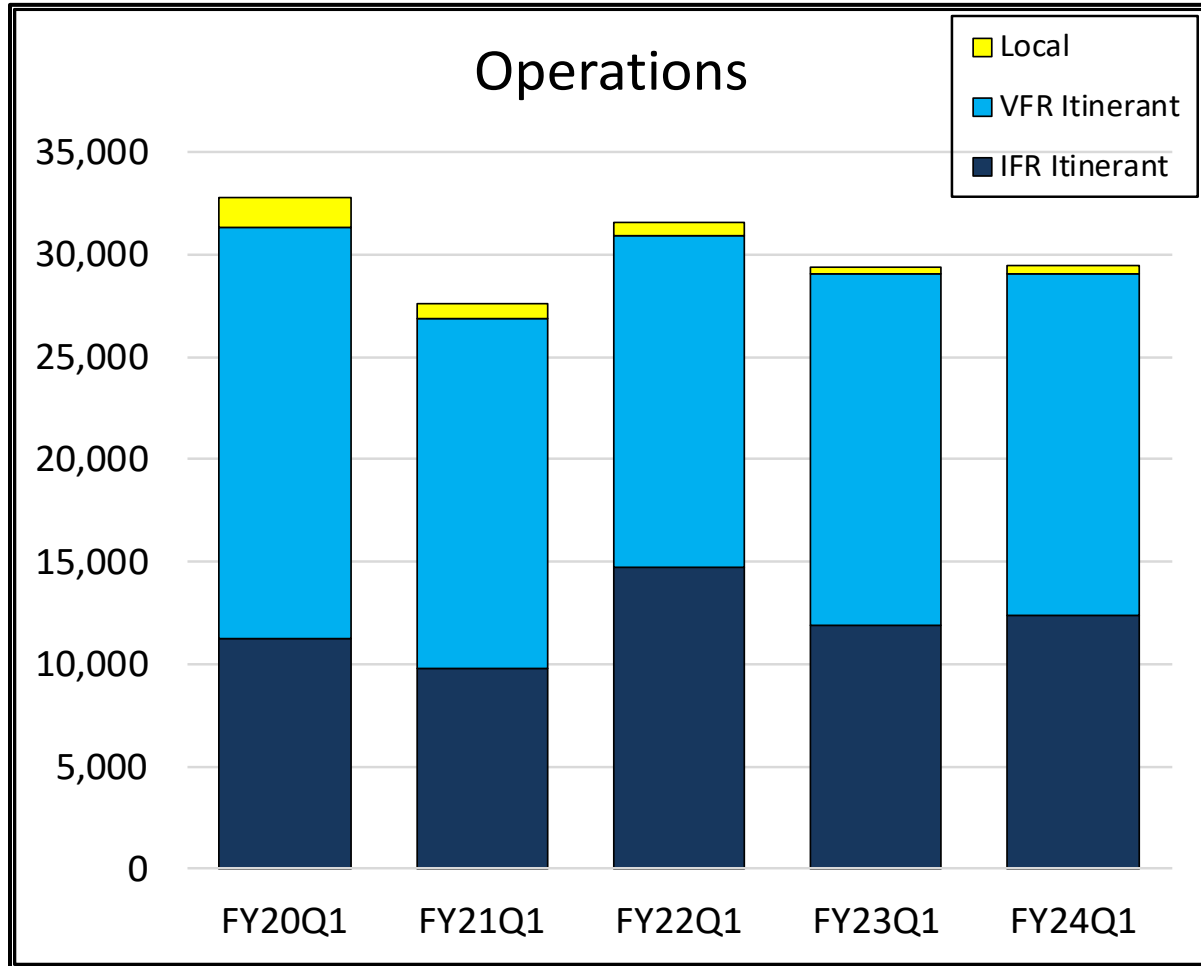
The logo for Addison Airport, featuring the word "ADDISON" in blue capital letters inside a white circle, which is set against a blue background with a white diagonal line.

ADDISON

- **Statistics: FY24 Q1**
 - Aircraft Operations
 - International Operations
 - Fuel Flowage
 - Revenue
- **Projects and Progress**



FY24 Q1 Statistics – Aircraft Operations



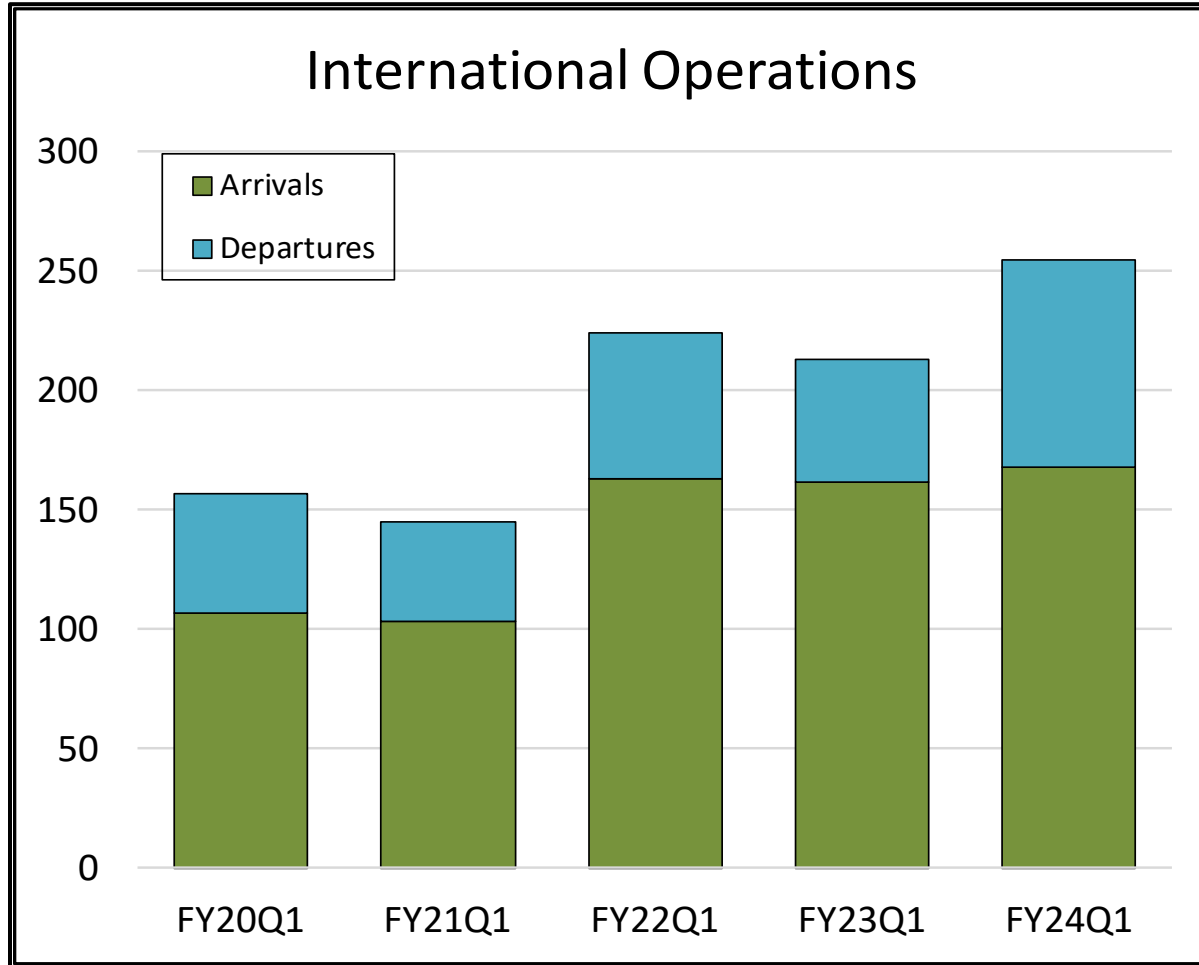
Instrument (IFR) Operations

- Up 4.0% over Q1 of FY23
- Down 15.9% from Q1 of FY22

Total Operations

- Up 0.3% over Q1 of FY23
- Down 6.8% from Q1 of FY22

Note: Runway 13L/31R at Dallas Love Field was closed beginning 4/27/2021 and re-opened on 6/30/2022. This construction project greatly benefitted Addison during that period because many business aviation operators chose to operate at Addison to avoid congestion at Love Field.



International Arrivals

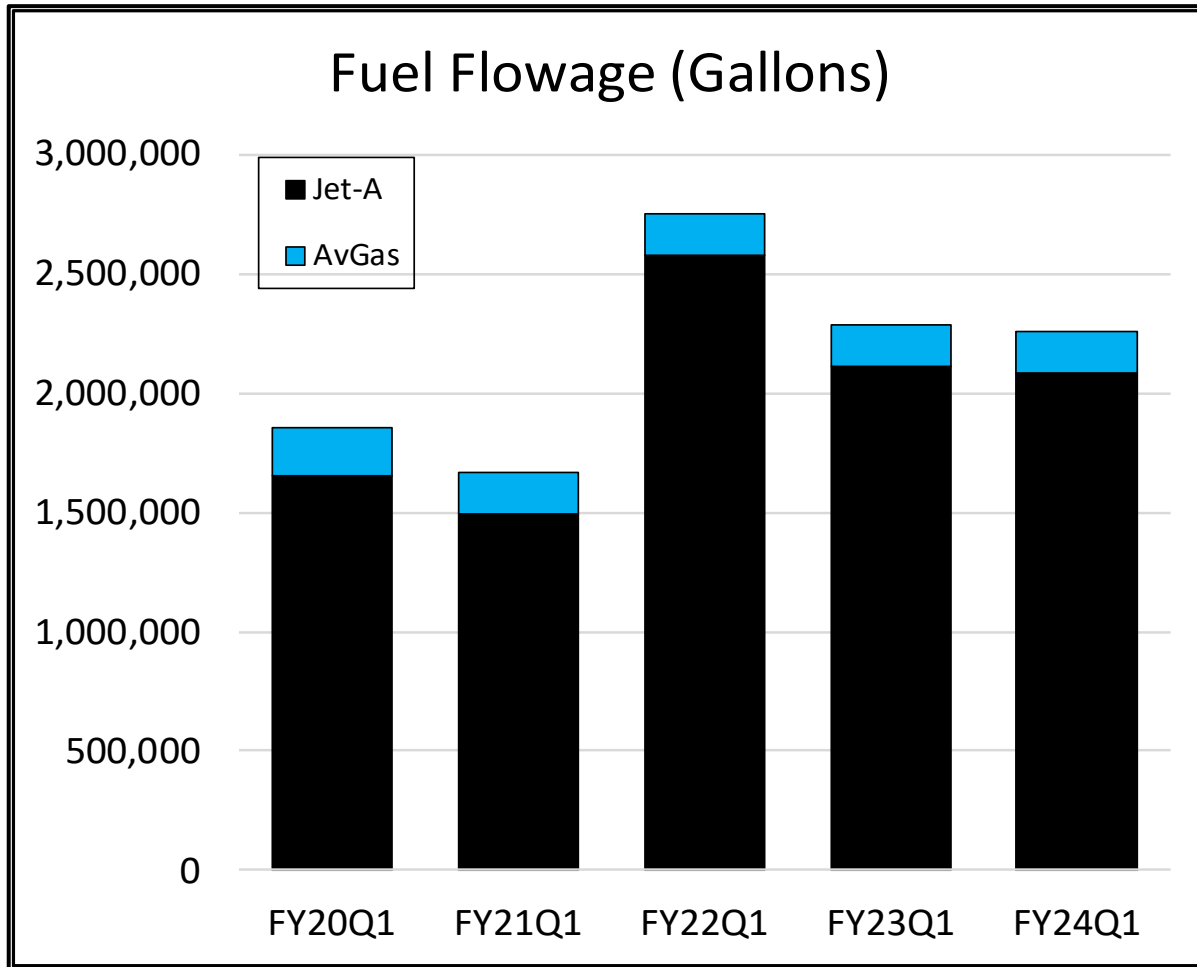
- Up 3.7% over Q1 of FY23
- Up 3.1% over Q1 of FY22

International Departures*

- Up 70.6% over Q1 of FY23
- Up 42.6% over Q1 of FY22

* International departures are undercounted because certain types of operations are not required to file with CBP at the departure airport (although they are still required to file with CBP).

FY24 Q1 Statistics – Fuel Flowage



Jet-A

- Down 1.3% from Q1 FY23
- Down 19.2% from Q1 FY22

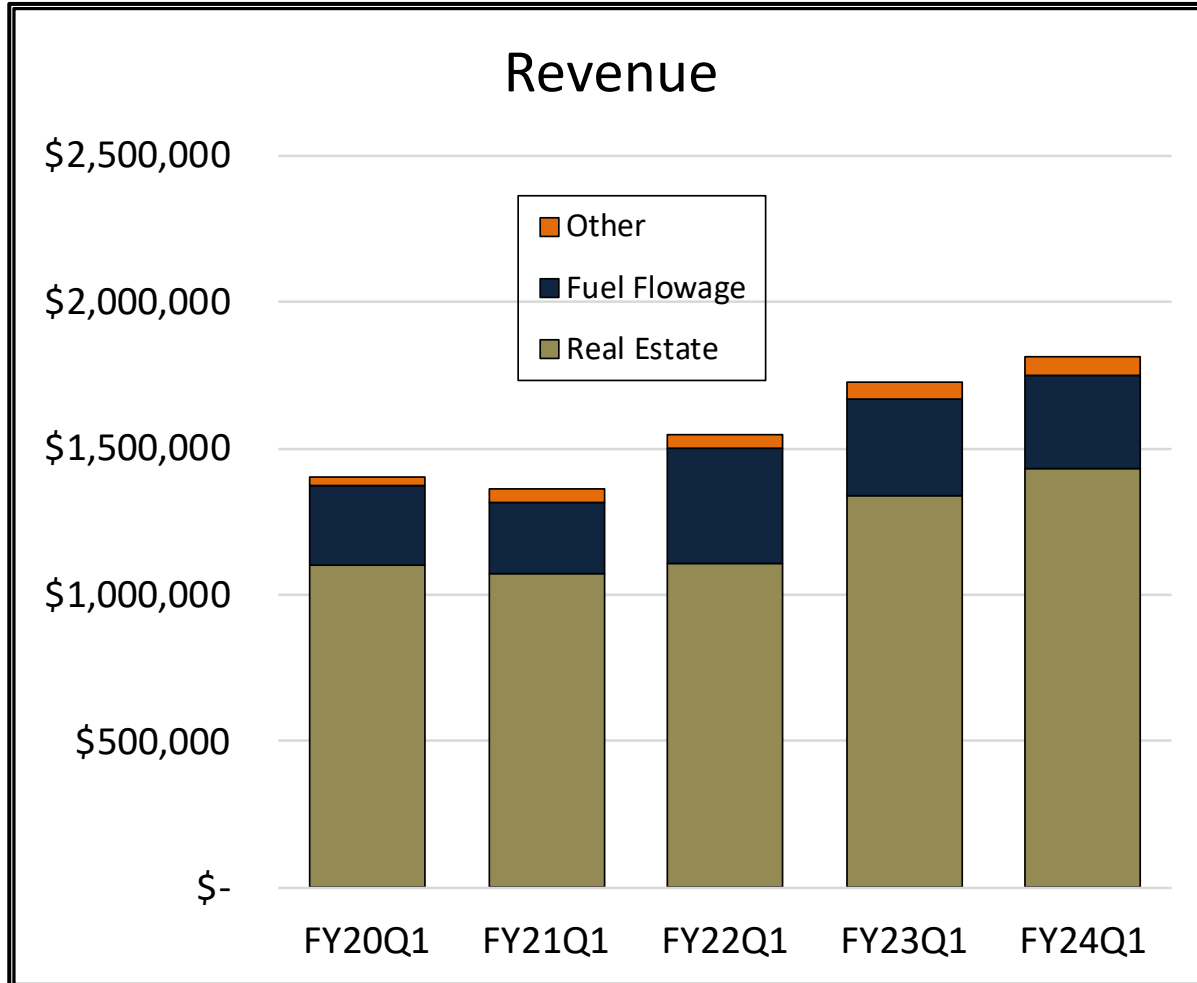
AvGas

- Down 1.5% from Q1 FY23
- Down 1.2% from Q1 FY22

Total Fuel Flowage

- Down 1.3% from Q1 FY23
- Down 18.0% from Q1 FY22

FY24 Q1 Statistics – Revenue



Real Estate Revenue

- Up 6.5% over Q1 FY23
- Up 28.9% over Q1 FY22

Fuel Flowage Fees

- Down 1.4% from Q1 of FY23
- Down 17.7% from Q1 of FY22

Total Revenue

- Up 5.2% over Q1 of FY23
- Up 17.4% over Q1 of FY22

Addison Airport – Projects and Progress

ADDISON



Addison Airport – Projects and Progress

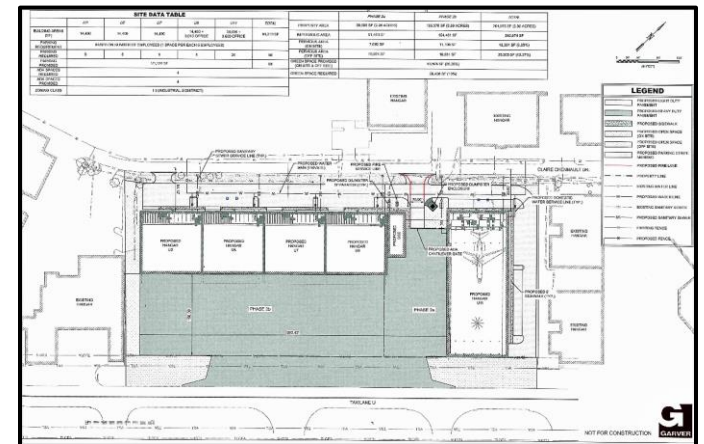
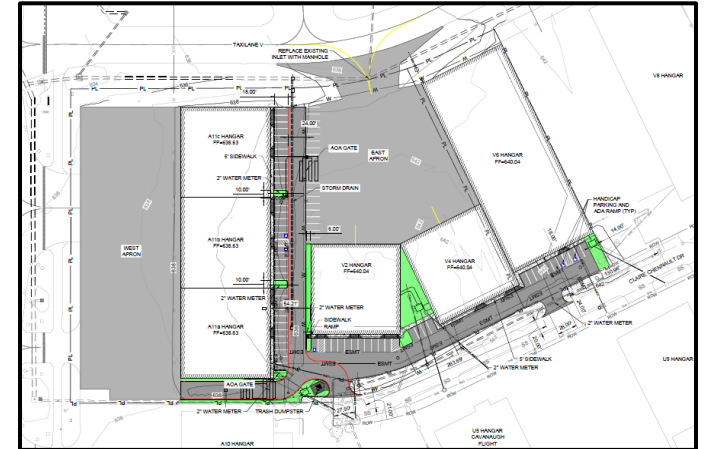
Status Update – Approved Developments

- Sky Squared
 - Vehicle service road and adjacent concrete ramp completed.
 - Utility and foundation work for hangar is in progress.
- Atlantic Aviation FBO Redevelopment
 - FBO offices temporarily relocating (to Hangar 3, at 4453 Glenn Curtiss) to facilitate interior renovation of FBO terminal facility (4400 Glenn Curtiss).
 - Interior renovation of FBO terminal to commence in late January 2024.
 - Ramp reconstruction / rehabilitation to commence in February 2024, proceeding in three phases. Ramp will be asphalt.
 - Airport is planning a separate project to reconstruct the vehicle service road (elongated orange rectangle in the graphic at right) plus two connectors from the Atlantic ramp to Taxiway Alpha and a third connector from the Atlantic ramp to Taxilane Tango (magenta circles in the graphic at right), all in concrete.



Status Update – Approved Developments

- Sky Harbour – Phase I (former Jetport site)
 - Site and civil plans have been approved
 - Site has been cleared and subsurface utility work is in progress
 - Project will include a Developer Participation Agreement (DPA) between the airport and Sky Harbour to reconstruct the airport’s vehicle service road from Taxilane Victor south to Taxilane Uniform
 - Sky Harbour is contributing 1,000 SY of concrete towards vehicle service road reconstruction (at their expense)
- Sky Harbour – Phase II (Taxilane Uniform site)
 - Pre-application meeting held with Development Services on July 20, 2023, to review initial site plans and discuss the project
 - Sky Harbour intends to construct the larger hangar on the east side of the property first
 - Airport will discuss potential coordination on drainage improvements and reconstruction of part of Taxilane Uniform with Sky Harbour



Addison Airport – Projects and Progress

Current Projects – Airport Improvement Program (AIP) Grants

Taxiway Bravo extensions – phase 1 construction

- Mario Sinacola & Sons was awarded the construction contract; total bid price: \$9,053,794.
- Available project funding was sufficient to award the base bid plus all four additive alternates, including a Runway Information System (RWIS) that will report pavement temperature and water/ice/snow coverage.
- Notice to Proceed issued; construction start date: February 5, 2024. Contract time is 270 days. Anticipated completion date: October 31, 2024.
- Project will include four runway closures on weekends in June (Thursday evening through mid-day Sunday) to enable work within the Runway Safety Areas (touching the runway).



Left: extensions of Taxiway Bravo and Taxiway Hotel

Right: connecting Taxiway Bravo to the south end of the runway.



Current Projects – Airport Improvement Program (AIP) Grants

Airport Master Plan (AMP) update

- FY23 AIP grant through TxDOT Aviation of \$1,050,000 (90% FAA/TxDOT, 10% local match).
- The Master Plan update will include the following (and more):
 - Updated Noise Exposure Map (NEM); the area enclosed by the 65dB noise contours (within which residential development is not permitted) will be significantly reduced (compared to 2007 contours)
 - Conduct an alternatives analysis to address what FAA considers to be incompatible land uses within the airport's Runway Protection Zones (RPZs)
 - Conduct an airport drainage study
 - Consider the emergence of Unmanned Aircraft Systems (UAS) and Advanced Air Mobility (AAM) and incorporate any planning in the narrative, to include vertiport siting
- Opportunities for community participation and input are a required part of the Master Plan process
- Master Plan updates typically require 18 to 24 months to complete
- Project was advertised through TxDOT for consultant selection by Airport/Town staff; submittals due on February 2, 2024.

Addison Airport – Projects and Progress

ADDISON

Current Projects – Jimmy Doolittle Drive reconstruction

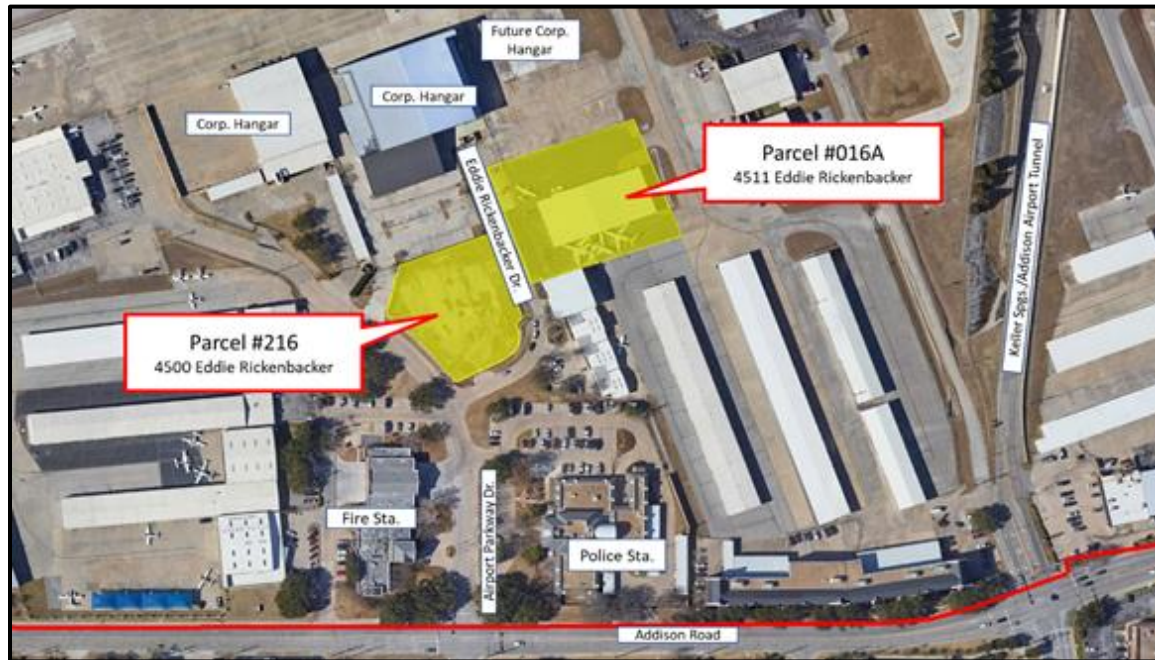


- Oncor has relocated the electrical services along Jimmy Doolittle.
- NTTA has relocated their fiber feed from the Toll Tunnel.
- Gas (Atmos) and telecom utilities remain to be relocated
- Project will be advertised for bids after utility relocations are completed.
- An Addison Airport monument sign will be installed near the east end of Jimmy Doolittle Drive.

Addison Airport – Projects and Progress

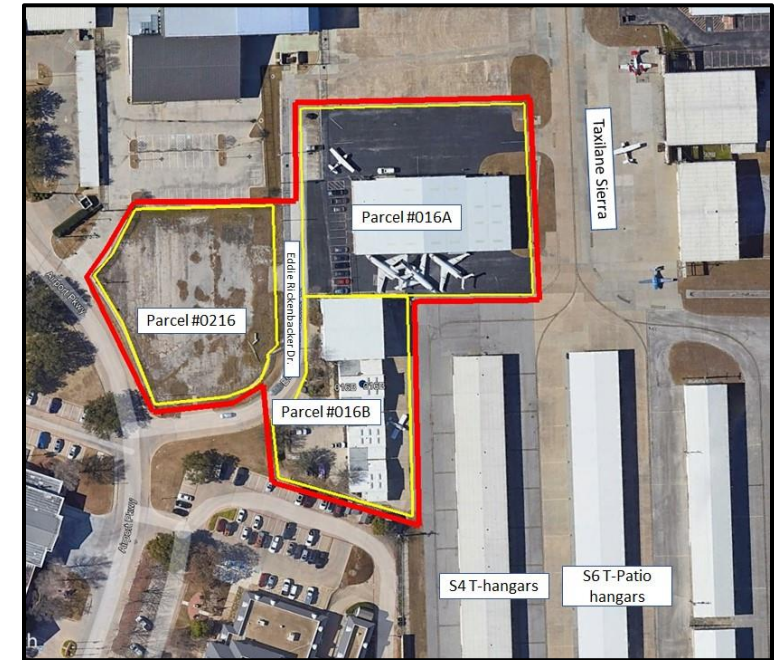
Current Projects – Taxilane Sierra redevelopment opportunity

- Airport released a request for qualifications (RFQ 23-155) through BidSync on June 1, 2023.
- RFQ was for redevelopment of two acres of airport land for commercial aeronautical operations, with an additional parcel (available after July 31, 2025) optionally be added to RFQ responses.
- Two responses to the RFQ were received; airport staff selected the proposal from Thrust Flight, executed a Letter of Intent (LOI), and have begun negotiations on a new ground lease.



Left: two-acre site advertised in RFQ 23-155 for redevelopment for commercial aeronautical operations

Right: additional site that could optionally be added to a redevelopment proposal (available in 2025)



Addison Airport Quarterly Update – Questions?

ADDISON



City Council (FY24)

2. a.

Meeting Date: 03/05/2024

Department: City Manager

AGENDA CAPTION:

City Manager's Announcements

BACKGROUND:

The City Manager will make announcements of interest to the Town.

RECOMMENDATION:

Information only.

City Council (FY24)

2. b.

Meeting Date: 03/05/2024

Department: City Manager

AGENDA CAPTION:

Employee Recognition

BACKGROUND:

The City Manager will recognize an employee for his/her service to the Town.

RECOMMENDATION:

Information only.

City Council (FY24)

4. a.

Meeting Date: 03/05/2024

Department: City Manager

AGENDA CAPTION:

Consider action on a Resolution approving the Vision Statement, Key Focus Areas, and Strategic Objectives of the Addison Strategic Plan.

BACKGROUND:

Since 2016, Addison's City Council has met annually to discuss strategic questions and identify key priorities for the Town. The last annual plan (FY2024 Vision Statement, Strategic Pillars, and Milestones) was adopted by Council through Resolution on April 25, 2023. The plan is used to assist with the annual budget development and propose the allocation of resources with Council identified priorities, to guide staff and the organization's efforts, and to measure progress towards defined goals.

On Thursday, Feb. 8 and Friday, Feb. 9, 2024, City Council met in a Special Meeting to discuss and develop an updated plan with the assistance of an outside facilitator (Nick Kittle with Sustainovation) and input from Town staff.

A new format for the strategic plan was introduced:

Key Focus Areas: Key areas around which we build and focus our efforts and resources.

Strategic Objectives: Top ways that we succeed in our Key Focus Areas (~3-7 per Key Focus Area).

Initiatives: Specific means by which we accomplish our Strategic Objectives.

Through the discussions, Council developed proposed Key Focus Areas and Strategic Objectives. In a work session on February 27, 2024, Council reviewed the draft Vision Statement, Key Focus Areas, and Strategic Objectives.

RECOMMENDATION:

Staff recommends approval.

Attachments

Resolution - Strategic Plan

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING A VISION STATEMENT, KEY FOCUS AREAS, AND STRATEGIC OBJECTIVES OF THE ADDISON STRATEGIC PLAN; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council met in a Special Meeting on February 8th and 9th, 2024 to discuss the Town’s Strategic Plan; and

WHEREAS, the Vision Statement, Key Focus Areas, and Strategic Objectives have been developed to create a cohesive vision of the future for the Town of Addison and a strategic plan to guide these efforts; and

WHEREAS, as a result of the Council’s discussion, the City Council desires to adopt a Vision Statement, Key Focus Areas, and Strategic Objectives for Fiscal Year 2025.

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

SECTION 1. The Vision Statement, Key Focus Areas, and Strategic Objectives for Fiscal Year 2025, attached hereto as **EXHIBIT A** and incorporated herein, are hereby approved.

SECTION 2. This Resolution shall take effect from and after its date of adoption.

DULY RESOLVED AND ADOPTED by the City Council of the Town of Addison, Texas, on this the **5th** day of **MARCH, 2024.**

TOWN OF ADDISON, TEXAS

Bruce Arfsten, Mayor

ATTEST:

Valencia Garcia, Interim City Secretary

EXHIBIT A

Vision Statement, Key Focus Areas, and Strategic Objectives for Fiscal Year 2025

Vision Statement:

The Town of Addison is the benchmark for a diverse, vibrant, innovative, and connected community. Along with our services delivered the Addison Way, our unique places and experiences enhance the quality of life for our residents, businesses, workers, and visitors and makes Addison the place to live, work, and visit.

Key Focus Area: Public Safety

- **Strategic Objective:** Retain, recruit, and train quality employees in the Addison Way and provide adequate resources (facilities, tools, equipment, etc).
- **Strategic Objective:** Proactively enforce and strengthen Town zoning, building, and health and safety codes.
- **Strategic Objective:** Prepare for the impact of new growth, redevelopment, and density.
- **Strategic Objective:** Continuously evaluate response needs to changing environment.
- **Strategic Objective:** Leverage technology to address issues.

Key Focus Area: Economic Development and Revitalization

- **Strategic Objective:** Pursue new economic development and zoning tools to revitalize declining areas.
- **Strategic Objective:** Implement the Transit-Oriented Development (TOD) and leverage that investment as a catalyst to improve the surrounding area.
- **Strategic Objective:** Provide premium development in all forms through the vision established in the Town's new comprehensive plan.
- **Strategic Objective:** Optimize and market Addison's brand, uniqueness, and our "Addison Way" culture.
- **Strategic Objective:** Leverage the Addison Airport to maximize business growth and expansion.
- **Strategic Objective:** Revitalize existing hotels and attract high quality hotel and meeting space options.

Key Focus Area: Mobility and Connectivity

- **Strategic Objective:** Facilitate build-out of Addison as a major North Dallas transportation HUB.
- **Strategic Objective:** Improve East-West pedestrian connectivity.
- **Strategic Objective:** Update and implement Master Transportation Plan (MTP).
- **Strategic Objective:** Address first mile/last mile TOD connectivity.
- **Strategic Objective:** Connect major destinations in Town.

- **Strategic Objective:** Improve pedestrian safety.

Key Focus Area: Infrastructure Development and Maintenance

- **Strategic Objective:** Continue to invest in and maintain our Asset Management Plan.
- **Strategic Objective:** Evaluate infrastructure needs for new development and redevelopment staying true with Addison brand.

Key Focus Area: Financial Health and Organizational Excellence

- **Strategic Objective:** Attract, retain, and develop top tier employees.
- **Strategic Objective:** Implement continuous improvement and business process efficiencies maximizing the Addison way and brand.
- **Strategic Objective:** Maintain credit rating and a fiscally resilient budget process.
- **Strategic Objective:** Explore opportunities for consolidating and/or expanding Town facilities.

Key Focus Area: Community Engagement

- **Strategic Objective:** Develop a pathway for future community leaders.
- **Strategic Objective:** Create meaningful short-term service opportunities.
- **Strategic Objective:** Use innovative approaches to marketing and engagement the Addison Way.
- **Strategic Objective:** Leverage the Addison brand through the Addison website and social media.

Key Focus Area: Vibrant Active Community

- **Strategic Objective:** Enhance the resident and visitor experience by activating our community parks and Town assets.
- **Strategic Objective:** Enhance Addison gateways and visual appeal of streetscapes to optimize Addison brand.
- **Strategic Objective:** Vision & create special moments that make people want to be in Addison (arts, events, AAC, markets) to optimize the Addison brand.

City Council (FY24)

4. b.

Meeting Date: 03/05/2024

Department: Economic Development

Pillars: Optimize the Addison Brand

Milestones: Effectively utilize and promote the Silver Line development with a first mile/last mile solution

AGENDA CAPTION:

Consider action on a Resolution approving a Professional Services Agreement (PSA) between the Town of Addison and Harvest MXD for commercial real estate brokerage services and authorizing the City Manager to execute the agreement in an amount not to exceed \$608,400.00

BACKGROUND:

In September 2020, Chris Harden and Maureen Cooper, then representatives of Cushman and Wakefield, were appointed as the Commercial Real Estate brokers for the Town of Addison's Transit-Oriented Development (TOD) project at Addison Circle. Their leadership was pivotal in guiding the Town through the Request for Proposals (RFP) process in April 2021, which included the marketing of the site and the creation of marketing materials. The RFP process culminated in the Town's selection of AMLI and Stream as co-developers, and Harden and Cooper played instrumental roles in the negotiations of the initial Memorandum of Understanding (MOU) with the developers in April 2022. However, due to challenging market conditions caused by inflation and rising interest rates, the project stalled. In early 2023, both Cooper and Harden departed from Cushman & Wakefield but continued their representation of the Town through Harvest MXD, a newly established company founded by Harden. By the summer of 2023, Stream Realty Partners withdrew from the project, citing the "continued deterioration of the capital markets," particularly impacting new office development. Following an extensive search, Harden and Cooper successfully secured Quadrant Investment Properties to step in as the new office developer, and further negotiated the final Memorandum of Understanding (MOU), revitalizing the project's momentum.

The Town seeks to continue its broker agreement with Harvest MXD, represented by Harden and Cooper, to advance the Transit-Oriented Development project at Addison Circle. This will involve engaging in detailed negotiations and finalizing definitive agreements with the co-developers Quadrant Investment Properties and AMLI.

The Professional Services Agreement establishes the payment of \$120,000 accrued for the consulting period beginning January 1, 2023 through December 31, 2023 and a success fee not to exceed \$488,400 that will be paid as follows:

- One-half (1/2), \$244,200, within thirty (30) days of the execution of the Definitive Agreements
- One-half (1/2), \$244,200, within thirty (30) days of the first groundbreaking.

RECOMMENDATION:

Administration recommends approval.

Attachments

Resolution - Harvest MXD PSA

Professional Services Agreement - Harvest MXD

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH HARVEST MXD FOR SERVICES ON THE ADDISON CIRCLE TRANSIT ORIENTED DEVELOPMENT PROJECT; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT AND TO APPROVE AND EXECUTE RENEWALS AND PAYMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council desires to authorize an agreement with Harvest MXD for professional consulting services for Addison Circle Transit Oriented Development in conformance with the City's requirements; and

WHEREAS, the City Council further desires to authorize the City Manager to renew the agreement in conformance herewith.

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

SECTION 1. The City Council hereby approves the professional services agreement between the Town of Addison and Harvest MXD for professional consulting services for Addison Circle Transit Oriented Development in an amount not-to-exceed of \$608,400 and authorizes the City Manger to execute the same.

SECTION 2. The City Council further authorizes the City Manager to extend or renew the term of the agreement as necessary to allow Harvest MXD to complete the services for the Project.

SECTION 3. This Resolution shall take effect from and after its date of adoption.

DULY RESOLVED AND ADOPTED by the City Council of the Town of Addison, Texas, on this the 5th day of MARCH 2024.

TOWN OF ADDISON, TEXAS

Bruce Arfsten, Mayor

ATTEST:

Valencia Garcia
City Secretary

**PROFESSIONAL SERVICES AGREEMENT
THE ADDISON CIRCLE AREA TRANSIT ORIENTED DEVELOPMENT PROJECT**

This Professional Services Agreement (“Agreement”) is made by and between the **Town of Addison, Texas** (“City”), and **Harvest MXD, Inc.** (“Professional”) (each a “party” and collectively the “parties”), acting by and through their respective authorized representatives.

RECITALS

WHEREAS, City desires to engage Professional to perform certain work and services, hereinafter referred to only as “services”, as further specified in the Scope of Services defined in Section 1 of this Agreement; and

WHEREAS, Professional has expressed a willingness to perform said services in conformance with this Agreement.

NOW, THEREFORE, for and in consideration of the covenants and promises made one to the other herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1. Scope of Services

Upon written notice to proceed by City, Professional agrees to provide to services on the Transit Oriented Development (“Project”), as set forth in the Scope of Services and Fee Schedule attached hereto as **Exhibits “A” and “B”** and incorporated herein by reference (the “Scope of Services”). Professional shall not be entitled to any claim for extra services, additional services or changes in the services without a written agreement with City prior to the performance of such services.

Section 2. Term of Agreement

The term of this Agreement shall begin on the last date of execution hereof (the “Effective Date”) and shall continue until Professional completes the services required herein and the City has accepted the same, unless sooner terminated as provided in this Agreement.

Section 3. Professional’s Obligations

(a) Performance of Services. Professional shall furnish and pay for all labor, tools, software, materials, equipment, supplies, transportation and management necessary to perform the services. To the extent reasonably necessary, Professional may engage the services of any agents, assistants, or other persons that Professional may deem proper to assist in the performance of the services under this Agreement; provided, that Professional shall be responsible for all costs related thereto, except as expressly authorized in writing in advance by City.

(b) Site Access. City will endeavor to provide such rights of access on any project site as may be reasonably necessary for Professional to perform any necessary studies, surveys, tests or other required investigations in relation to the services; provided, that City shall have no obligation to (i) provide off-site access, (ii) provide access to private property for which City does not have an existing right to access, nor (ii) incur any costs associated with the access to be provided under this Agreement.

(c) Standard of Care. Professional shall perform the services with the skill and care ordinarily provided by competent professionals practicing in the same or similar locality and under the same or similar

circumstances and professional licenses. Professional shall be responsible for the professional quality, technical accuracy, and the coordination of all services furnished by Professional under this Agreement. Professional shall, without additional compensation, correct or revise any errors or deficiencies it becomes aware of in the services. To the extent practicable, Professional shall further make, without expense to City, such revisions to the Project Documents as may be required to meet the needs of City and which are within the Professional's Scope of Services.

(d) Additional Services. Should City require additional services not included under this Agreement, Professional shall make reasonable effort to provide such additional services in accordance with the fee schedule set forth in **Exhibits A and B**, and within the time schedule prescribed by City; and without decreasing the effectiveness of the performance of services required under this Agreement.

(e) No Waiver of City's Rights. Neither City's review, approval, acceptance of, nor payment for any of the services required under this Agreement, shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

(f) Independent Contractor. It is understood and agreed by and between the parties that Professional, while performing under this Agreement, is acting independently, and that City assumes no responsibility or liabilities to any third party in connection with Professional's actions. All services to be performed by Professional pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of City. Professional shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement. There is no intended third-party beneficiary to this Agreement.

(g) Inspection of Records. Professional grants City and its designees the right to audit, examine or inspect, at City's election, all of Professional's Records (defined below) relating to the performance of services under this Agreement, during the term of the Agreement and any retention period herein. City's audit, examination, or inspection of Professional's Records may be performed by a City designee, which may include its internal auditors or an outside representative engaged by City. Professional agrees to retain Professional's Records for a minimum of one (1) year following termination of the Agreement, unless there is an ongoing dispute under the contract; then, such retention period shall extend until final resolution of the dispute. "Professional's Records" shall include any and all information, materials and data of every kind and character generated in connection with the services under this Agreement. City agrees that it will exercise its right to audit, examine or inspect Professional's Records during regular business hours unless City has provided advance written notice of an alternate time. Professional agrees to allow City and its designees access to all of Professional's Records, Professional's facilities, and the current or former employees of Professional, to the extent deemed reasonably necessary by City or its designee(s), to perform such audit, inspection or examination.

(h) Certification of No Conflicts. Professional hereby warrants to the City that Professional has made full disclosure in writing of any existing or potential conflicts of interest related to Professional's services under this Agreement. In the event that any conflicts of interest arise after the Effective Date of this Agreement, Professional hereby agrees immediately to make full disclosure to the City in writing.

Section 4. Performance Schedule

(a) Time for Performance. Professional shall perform all services as provided for under this Agreement in an efficient, timely, and professional manner.

In the event Professional's performance of this Agreement is delayed or interfered with by acts of the City or others, Professional may request an extension of time in conformance with this Section 4 for the performance of same as hereinafter provided but shall not be entitled to any increase in fee as a result of such delay unless mutually agreed to by the parties.

(b) Extensions; Written Request Required. No allowance of any extension of time, for any cause whatever (including an event of Force Majeure as defined herein below), shall be claimed or made to Professional, unless Professional shall have promptly made written request upon City for such extension within reasonable amount of time after the cause for such extension occurred, and unless City and Professional have agreed in writing upon the allowance of additional time to be made.

Section 5. Documents

(a) Project Documents. All proposals, reports, studies, surveys, applications, drawings, plans, specifications, data, and other documents, whether in draft form or final form (including any electronic format) prepared by Professional and its employees, consultants, subcontractors, agents, or representatives (collectively referred to in this section as "Professional) for the use and/or benefit of City in connection with this Agreement ("Project Documents"). Professional shall be deemed the authors of their respective component of the Project Documents. Notwithstanding, upon payment by City as required by this Agreement, City shall own, have, keep and retain all rights, title and interest in and to all Project Documents, including all ownership, common law, statutory, and other reserved rights, including copyrights (except copyrights held by the Professional) in and to all Project Documents, whether in draft form or final form, which are produced at City's request and in furtherance of this Agreement. City shall have full authority to authorize any contractor(s), subcontractors, consultants, and material or equipment suppliers to reproduce applicable portions of the Project Documents to and for use in their execution of the services or for any other purpose.

(b) Professional's Documents. All previously owned intellectual property of Professional, including but not limited to any computer software (object code and source code), tools, systems, equipment or other information used by Professional or its suppliers in the course of delivering the Services hereunder, and any know-how, methodologies or processes used by Professional to provide the services or protect deliverables to City, including without limitation, all copyrights, trademarks, patents, trade secrets and any other proprietary rights inherent therein and appurtenant thereto ("Professional's Documents"), shall remain the sole and exclusive property of Professional. Notwithstanding, Professional agrees that City shall have the right to access to all such information and City is granted the right to make and retain copies of Professional's Documents. City acknowledges that any reuse of Professional's Documents without specific written verification or adaptation by Professional will be at City's sole risk and without liability or legal exposure to Professional.

(c) Confidential Information. Professional agrees it will notify City in writing if it considers specific information to be confidential or proprietary trade secrets and will use its best efforts to clearly mark all such information as "Confidential" and/or "Proprietary – Trade Secret" at the time it is delivered or made accessible to City. City acknowledges that all such designated information is considered by Professional to be confidential and the exclusive property of Professional. Notwithstanding the foregoing, Professional acknowledges that this Agreement, and all services performed hereunder, are subject to the legal requirements of the Texas Public Information Act and that City will have no obligation to protect or otherwise limit disclosure of any confidential or proprietary information if Professional has not notified

City of such designation in conformance with this section. Professional agrees and covenants to protect any and all proprietary rights of City (or other persons) in any materials provided to Professional by City. Additionally, any materials provided to Professional by City shall not be released to any third party without the consent of City and shall be returned intact to City upon termination or completion of this Agreement if instructed to do so by City. In the event City delivers to Professional any information that has been expressly marked "Confidential" or has notified Professional is confidential or is the proprietary information of a third-party, Professional agrees it shall not disclose to anyone during the term of this Agreement or at any time thereafter, any such information, nor shall it use any such information for any purpose other than as reasonably necessary in connection with Professional's performance of the services under this Agreement. Professional shall further, at its own expense, defend all suits or proceedings instituted against City and pay any award of damages or loss resulting from an injunction, against City, insofar as the same are based on any claim that materials or services provided under this Agreement constitute an infringement of any patent, trade secret, trademark, copyright or other intellectual property rights. Notwithstanding, the foregoing confidentiality obligations shall not extend to and nothing herein shall limit either party's right to disclose any information provided hereunder which: (i) was or becomes generally available to the public, other than as a result of a disclosure by the receiving party or its personnel; (ii) was or becomes available to the receiving party or its representatives on a non-confidential basis, provided that the source of the information is not bound by a confidentiality agreement or otherwise prohibited from transmitting such information by a contractual, legal, or fiduciary duty; (iii) was independently developed by the receiving party without the use of any confidential information of the disclosing party; or (iv) is required to be disclosed by applicable law or a court order.

Section 6. Payment

(a) Compensation. Professional's total compensation shall be as specified in the payment schedule set forth in **Exhibit B.**, which shall not exceed \$608,400.00. Professional's compensation for consulting fees under this Agreement shall not exceed \$120,000.00, which the parties acknowledge has already accrued for the consulting period beginning January 1, 2023 through December, 31, 2023. Professional's success fee compensation shall be as set forth in **Exhibit B** attached hereto, which shall not exceed \$488,400.00. The parties acknowledge that the Project consists of several individual components and milestones that Professional will perform only those services specified in City's written notice(s) to proceed. City is not obligated to proceed with any specific component or milestone under this Agreement.

(b) Payment Terms. City agrees to pay Professional for all services authorized in writing and properly performed by Professional in conformance herewith, subject to changes in the Scope of Services or additional services agreed upon in writing. Unless otherwise agreed in writing, all payments to Professional by City shall be based on invoices submitted by Professional for work performed and accepted by City, less any previous payments. Payment will be due within thirty (30) days of the City's receipt and acceptance of an approved invoice.

(c) Deductions. City may deduct from any amounts due or to become due to Professional any sum or sums owing by Professional to City. In the event of any breach by Professional of any provision or obligation of this Agreement, or in the event of the assertion by other parties of any claim or lien against City, or City's premises, arising out of Professional's performance of this Agreement, City shall have the right to retain out of any payments due or to become due to Professional an amount sufficient to completely protect City from any and all reasonably anticipated loss, damage or expense therefrom, until the breach, claim or lien has been satisfactorily remedied or adjusted by Professional.

Section 7. Default; Force Majeure

(a) Default; Notice to Cure. A party shall be deemed in default under this Agreement if the party is in breach of a material provision of this Agreement and said breach is not cured within fifteen (15) days written notice of default by the other party. In the event the breaching party has notified the other party in writing that it is diligently working to cure the breach and has provided reasonable written evidence in support of the same, the breaching party shall not be deemed in default until the thirtieth (30th) day following the non-breaching party's notice of default.

(b) Default by Professional. In addition to default under Section 7(a) above, Professional shall be in default under this Agreement if Professional fails to comply or becomes disabled and unable to comply with the provisions of this Agreement related to Professional's performance of the services, including the quality or character of the services or time of performance for any material component of the services.

(c) Force Majeure. To the extent either party of this Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through stoppage of labor, riot, fire, flood, acts of war, insurrection, court judgment, or a government restriction, quarantine or mandatory closure order enacted in response to a pandemic or other public health crises, or other specific cause reasonably beyond the party's control and not attributable to its malfeasance, neglect or nonfeasance (each an event of "Force Majeure"), the time for performance of such obligation (other than a payment obligation) may be extended for a period equal to the time lost by reason such event, provided, that the party complies with the provisions of this section. Specifically, the party asserting Force Majeure (i) shall give prompt notice to the other party of the prevention of performance as soon as the asserting party is reasonably aware of such prevention, and (ii) has the burden of demonstrating: (1) how and why their performance was so prevented, (2) the period of time during which they were so prevented from performing (which under the facts may be equal to, or shorter or longer than, the duration of the Force Majeure event itself), and (3) that the party used commercially reasonable efforts to mitigate and/or eliminate such prevention and resumed performance under this Agreement as soon as reasonably practicable.

Section 8. Termination

(a) Termination Upon Default. Either party may terminate this Agreement upon written notice if the other party is in default of this Agreement, subject to the defaulting party's right to cure in conformance with the terms of this Agreement.

(b) Termination by City. City shall be entitled to terminate this Agreement, with or without cause, by providing thirty (30) days prior written notice to Professional. Professional will be entitled to receive compensation for work performed up to the date of termination.

(c) Suspension. City reserves the right to suspend this Agreement for the convenience of City by issuing a written notice of suspension which shall describe City's reason(s) for the suspension and the expected duration of the suspension. Such expected duration shall, in no way, guarantee what the total number of days of suspension shall occur. Such suspension shall take effect immediately upon Professional's receipt of said notice. Should such suspension extend past the expected duration identified by City in its latest notice of suspension, Professional shall have the right to terminate this Agreement if Professional if (i) Professional provides not less than thirty (30) days prior written notice to City requesting to recommence the services, and (ii) City does not recommence the services within the time requested.

Section 9. Insurance

Professional shall during the term hereof maintain in full force and effect professional liability and errors and omissions insurance of one million dollars (\$1,000,000) single limit. Professional's obligation

to provide acceptable certificates of insurance is a material condition precedent to this Agreement, and services under this Agreement shall not commence until certificates of insurance have been received, reviewed, and accepted by City.

Section 10. Indemnification; Notice.

PROFESSIONAL SHALL INDEMNIFY AND HOLD HARMLESS CITY FROM THIRD PARTY CLAIMS TO THE EXTENT ARISING FROM PROFESSIONAL'S NEGLIGENT ACTS, ERRORS OR OMISSIONS AND SHALL SECURE, PAY FOR AND MAINTAIN IN FORCE DURING THE TERM OF THIS AGREEMENT SUFFICIENT ERRORS AND OMISSIONS INSURANCE IN THE AMOUNT OF ONE MILLION AND 00/100 DOLLARS (\$1,000,000.00) SINGLE LIMIT, WITH CERTIFICATES EVIDENCING SUCH COVERAGE TO BE PROVIDED TO TOWN.

TO THE FULLEST EXTENT ALLOWED BY LAW, PROFESSIONAL AGREES TO INDEMNIFY AND HOLD HARMLESS CITY, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS "CITY INDEMNITEES") AGAINST ALL CLAIMS, DEMANDS, ACTIONS, SUITS, LOSSES, DAMAGES, LIABILITIES, COST AND/OR ANY REASONABLE EXPENSE OF EVERY KIND AND NATURE (INCLUDING, BUT NOT LIMITED TO COURT COST, REASONABLE LITIGATION EXPENSE AND REASONABLE ATTORNEYS FEES) ARISING FROM THIRD-PARTY INJURY (INCLUDING DEATH) OR DAMAGE TO PROPERTY (WHETHER REAL, PERSONAL OR INCHOATE), TO THE EXTENT ARISING OUT OF PROFESSIONAL'S NEGLIGENCE, FRAUD OR WILLFUL MISCONDUCT.

IN NO EVENT DOES THE CITY REQUIRE OR PROFESSIONAL AGREE TO INDEMNIFY OR HOLD HARMLESS THE CITY FOR CLAIMS OR LIABILITY RESULTING FROM NEGLIGENT ACTS, OMISSIONS OR WILLFUL MISCONDUCT OF THE CITY OR ITS EMPLOYEES, AGENTS, SUBCONTRACTORS OR OTHER THIRD PARTIES (PROVIDED, THAT SUCH NEGLIGENCE OR WILLFUL MISCONDUCT HAS BEEN DETERMINED TO BE ATTRIBUTED TO CITY OR OTHER THIRD-PARTY BY A COURT OR OTHER FORUM OF COMPETENT JURISDICTION).

Notices of Claim. Professional shall promptly advise City in writing of any claim or demand against the City, related to or arising out of Professional's acts or omissions under this Agreement and shall see to the investigation of such claims or demand at Professional's sole cost and expense; provided, that City, at its option and at its own expense, may participate in such investigation without relieving Professional of any of its obligations hereunder. Professional's obligations under this section shall not be limited to the limits of coverage of insurance maintained or required to be maintained under this Agreement.

THE PROVISIONS OF THIS SECTION SHALL SURVIVE EXPIRATION OR TERMINATION OF THIS AGREEMENT FOR A PERIOD OF FOUR (4) YEARS.

Section 11. Notice.

All notices required by this Agreement shall be in writing and addressed to the parties at the addresses set forth on the signature page(s) of this Agreement (or to such other address that may be designated by the receiving party from time to time in accordance with this section). All notices shall be delivered by (a) personal delivery, (b) certified or registered mail (in each case, return receipt requested, postage prepaid), (c) nationally recognized overnight courier (with all fees pre-paid), or (d) email of a pdf document containing the required notice. Such notice or document shall be deemed to be delivered or given, whether actually received or not, (i) when received if delivered or given in person, (ii) if sent by United States mail, three (3) business days after being deposited in the United States mail as set forth above, (iii) on the next business day after the day the notice or document is provided to a nationally recognized carrier to be delivered as set forth above, or (iv) if sent by email, the next business day. A confirmation of delivery report which reflects the time that the email was delivered to the recipient's last notified email address is

prima facie evidence of its receipt by the recipient, unless the sender receives a delivery failure notification, indicating that the email has not been delivered to the recipient.

Section 12. Verifications by Professional

Professional's execution of this Agreement shall serve as its formal acknowledgement and written verification that:

(a) if the requirements of Subchapter J, Chapter 552, Government Code, apply to this Agreement and Professional agrees that the Agreement can be terminated if Professional knowingly or intentionally fails to comply with a requirement of that subchapter;

(b) pursuant to Texas Government Code Chapter 2270, that Professional's organization does not presently boycott Israel and will not boycott Israel during the term of this Agreement; and

(c) pursuant to Texas Government Code Chapter 2251, that Professional's organization does not current discriminate against firearm and ammunition industries and will not for the term of the contract. Discriminating means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with the firearm or ammunition industry or with a person or entity doing business in the firearm or ammunition industry, but does not include an action made for ordinary business purposes.

Section 13. Miscellaneous

(a) Professional shall not assign or sublet this Agreement, in whole or in part, without the prior written consent of City. (b) Professional shall comply with all federal, state, county, and municipal laws, ordinances, resolutions, regulations, rules, and orders applicable to the services under this Agreement. (c) The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in the state district courts of Dallas County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said courts. (d) This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and there are no oral understandings, statements or stipulations bearing upon the meaning or effect of this Agreement which have not been incorporated herein. (d) The exhibits attached hereto, if any, are incorporated herein and made a part hereof for all purposes. (f) Unless expressly provided otherwise herein, this Agreement may only be modified, amended, supplemented or waived by a mutual written agreement of the parties. (g) In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it. (h) Any of the representations and obligations of the parties, as well as any rights and benefits of the parties pertaining to a period of time following the termination of this Agreement shall survive termination. (i) This Agreement may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the parties. (j) Each party represents that it has full capacity and authority to grant all rights and assume all obligations granted and assumed under this Agreement. (k) Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK -
SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the Effective Date.

For City:

For Professional:

TOWN OF ADDISON, TEXAS

HARVEST MXD INC.

By: _____

David Gaines
City Manager

By: _____

Chris Harden
President

Date: _____

Date: _____

Notice Address:

Town of Addison
Attn: City Manager
P.O. Box 9010
Town of Addison, Texas 75501
E: dgaines@addisontx.gov

Notice Address:

Harvest MXD Inc.
Attn: Chris Harden, President
1000 Ballpark Way suite 310
Arlington, Texas 76011
E: chris@havestmxd.com

EXHIBIT A SCOPE OF SERVICES

Harvest MXD will perform the following services on behalf of the Town of Addison.

1. Strategic Planning & Project Underwriting

- a. In conjunction with Town staff, HMXD will develop a Needs Assessment/Decision Matrix that will guide the RFP, evaluation criteria and developer selection process.
- b. HMXD will provide a list of due diligence materials/information needed from Town of Addison.
- c. HMXD will prepare a market and feasibility analysis including the expected pricing, financing structure(s), and marketing strategy for the RFP.
- d. HMXD will meet with Town staff to discuss values and pricing strategy.
- e. HMXD will have discussions with adjacent property owners to determine desire to be included in master plan of the area and what desired terms makes most sense to them.

2. Create & Approve Marketing Materials

- a. HMXD will develop a detailed Request for Proposal (RFP). This document will be used to solicit the initial and formal proposals.
- b. HMXD will present to Town Staff a draft of the RFP for review and approval.
- c. HMXD will finalize the RFP based on feedback from Town staff.

3. Phase 1 Solicitation of Initial Proposals & Pre-Bid Conference

- a. HMXD will send an introductory offering brochure (1-3 pages) to qualified developers/ investors and post on public marketing channels to notify public of the offering.
- b. HMXD will contact prospective applicants; coordinate site visits; promote the offering; request return of qualifications and registration.
- c. HMXD will organize and lead a pre-bid conference with Town staff and prospective developers.

4. Initial Proposal Analysis & Phase 2 Solicitation of Formal Proposals

- a. HMXD will review and analyze all initial proposals submitted.
- b. HMXD will create a comprehensive presentation for Town staff outlining all received proposals.
- c. HMXD will make recommendations to staff for formal proposal invitees and proceed with invitations to selected groups based on Town of Addison's decision.

5. Formal Proposal Evaluation & Master Developer Selection

- a. HMXD will review and analyze all formal proposals submitted.
- b. HMXD will create a comprehensive presentation for Town staff analyzing and evaluating formal proposals received, coordinate developer interviews and upon request, will make a recommendation for the selection of the preferred master developer.
- c. HMXD will assist the Town in selecting a preferred developer.

6. Contract Negotiation & Execution

- a. HMXD and staff will determine appropriate transaction structure(s) (i.e. ground lease, outright sale, etc.) and negotiate on Town's behalf a Memorandum of Understanding.
- b. HMXD will assist Town to finalize and execute definitive agreements which may include a ground lease, a purchase and sale agreement and/or a development agreement.

Harvest MXD
1000 Ballpark Way, Suite 310
Arlington, TX 76011
www.harvestmxd.com

February 29, 2024

Wayne Emerson
Town of Addison,
Addison, TX

Regarding: Harvest MXD Inc. (“HMXD”) advising Town of Addison (“TOA”) in providing real estate consulting services and execution per RFP #20-103.

Dear Mr. Emerson,

This letter outlines the proposed compensation for continuation of services described in RFP #20-103. The entire project team that was previously engaged with Cushman & Wakefield (“C&W”) are no longer associated with C&W and have been authorized by C&W to continue providing services to TOA under the previous engagement. As such, these services and compensation structures will be further defined in a mutually acceptable agreement between the TOA and HMXD (the “Agreement”).

This compensation agreement covers all parcels listed on Exhibit A attached herein (the “Property”)

Additionally, to align interests with the TOA, HMXD’s proposed compensation will consist of multiple components to effectuate the Project. Each compensation component is tied to a specific goal and objective stated by the TOA and are intended to drive maximum value for the TOA. Our understanding of value for the TOA is initial land value for a Sale, Ground Lease, PPP JV, or other structure which places a quantifiable value on the Property. Other value components may include maximizing ad valorem tax value which is driven by the quality of construction and income generated by the Project. Additionally, value may be created through maximizing DART Silverline ridership, DART bus ridership, hotel, and retail sales tax revenue.

MONTHLY CONSULTING FEE

A Consulting Fee of \$120,000 to be invoiced for work accrued to date (i.e. for the year 2023).

SUCCESS FEE

HMXD will be paid a Success Fee based on a percentage of the Value Created, which is the difference between the Minimum Investment Value as stated in the Memorandum of Understanding (MOU) of the Phase 1 Project and the Baseline Improvement Value (the “BIV”) for the Project (Minimum Investment Value – BIV = Value Created). The Minimum Investment Value is the minimum investment to be made by the Developer in the MOU.

The BIV is calculated assuming a 100% multifamily project using a residential density factor of **60** dwelling units per acre (du/ac) on the number of acres contemplated in the Transaction Execution and a cost per unit of **\$200,000**. The formula will be adjusted to the specific acreage of land contemplated in the Transaction Execution. The Success Fee will be **18 basis points** of the Value Created.



Based on the MOU the Success Fee calculation is as follows:

Project Component	Acreage	Minimum Investment Value	BIV	Value Created	%	Success Fee
AMLI Tower	2.23	\$140,000,000	\$26,760,000	\$113,240,000	0.18%	\$203,752
AMLI Podium	3.32	\$148,000,000	\$39,840,000	\$108,160,000	0.18%	\$194,611
Office	2.08	\$75,000,000	\$24,960,000	\$50,040,000	0.18%	\$90,037
Total	7.63	\$363,000,000	\$91,560,000	\$271,440,000	0.18%	\$488,400

The Success is to be paid as follows:

- One-half (1/2), \$244,200, within thirty (30) days of the execution of the Definitive Agreements
- One-half (1/2), \$244,200, within thirty (30) days of the first groundbreaking

The Harvest MXD team is excited to continue representing the Town of Addison for this assignment and we look forward to executing Definitive Agreements and moving towards groundbreaking of this generational project!

Sincerely,

Chris Harden
President & CEO

Cc: Maureen Cooper, Castlegregory CRE

City Council (FY24)

5. a.

Meeting Date: 03/05/2024

Department: City Secretary

AGENDA CAPTION:

Present, discuss and consider action on an Ordinance canceling the May 4, 2024 General Election and declaring three unopposed candidates for City Council Member positions as elected.

BACKGROUND:

For the May 4, 2024 election for three City Council Member positions, three candidates filed an application on the ballot. As such, these candidates will run unopposed, eliminating the need for an election. To formally cancel the election, the City Council must issue a Certificate of Unopposed Status. This document cancels the election and declares the candidates as "elected."

Although they will be declared "elected," the new council members will not be sworn in until the May 15th Special City Council Meeting, as they would if there had been a contested election. During the May 15th meeting, their oaths will be administered, they will each receive their Certificate of Election, and they will complete their Statements of Officer. Their first official City Council Meeting will be Tuesday, May 28th.

RECOMMENDATION:

Administration recommends approval.

Attachments

Ordinance - May Election Cancellation

Certificate of Unopposed Status

Presentation - May Election Cancellation

ORDINANCE NO. O24-_____

AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS, CANCELING THE MAY 4, 2024 GENERAL ELECTION FOR THE TOWN OF ADDISON, TEXAS AND DECLARING THREE UNOPPOSED CANDIDATES FOR CITY COUNCILMEMBER POSITIONS AS ELECTED; REQUIRING POSTING OF THIS ORDINANCE AT EACH POLLING PLACE IN ACCORDANCE WITH STATE LAW; REQUIRING THE ISSUANCE OF A CERTIFICATE OF ELECTION TO EACH CANDIDATE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on January 9, 2024, the City Council of the Town of Addison, Texas ordered a General Election be held on May 4, 2024, for the purpose of electing three (3) Councilmembers, each to serve for a regular two (2) year term; and

WHEREAS, pursuant to the Texas Election Code, the deadline for filing applications for a place on the ballot and declaration of write-in candidacy for the City's General Election has expired; and

WHEREAS, Section 2.053, Texas Election Code, authorizes the City Council, by ordinance, to declare each unopposed candidate elected to office and cancel the election; and

WHEREAS, the City Secretary, in accordance with Section 2.052, Texas Election Code, has certified in writing to the City Council that Chris DeFrancisco, Howard Freed, and Darren Gardner are unopposed for election to the Councilmember offices; and

WHEREAS, the City Council hereby finds and determines that said candidates whose names are to appear on the ballot in said election are unopposed, there are no declared write-in candidates, and no propositions to appear on the ballot for said election; and

WHEREAS, under these circumstances, the City Council desires to declare the candidates elected to office and cancel the General Election as authorized by state law.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS:

SECTION 1. That Pursuant to Section 2.053(b), Texas Election Code, the General Election that was previously called for May 4, 2024, for the purpose of electing three (3) Councilmembers each to serve for a regular two (2) year terms, shall not be held and is hereby canceled.

SECTION 2. That in accordance with Section 2.053(a), Texas Election Code, the following unopposed candidates are hereby declared duly elected to the respective office shown and shall be issued a certificate of election no sooner than six (6) days after May 4, 2024:

Chris DeFrancisco	Councilmember, for a term of two (2) years;
Howard Freed	Councilmember, for a term of two (2) years; and
Darren Gardner	Councilmember, for a term of two (2) years.

SECTION 3. That the City Secretary hereby is directed to cause a copy of this Ordinance to be posted on Election Day at each polling place that would have been used in the election. The Mayor for the Town of Addison, Texas, is directed to issue a Certificate of Election to each of the above-named Councilmembers, no sooner than six (6) days after May 4, 2024. Each person elected must qualify for the office in the manner provided by the Texas Constitution and laws of the State of Texas.

SECTION 4. That it is declared to be the intent of the City Council that the phrases, clauses, sentences, paragraphs, and section of this ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of the ordinance is declared invalid by the judgment or decree of a court of competent jurisdiction, the invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this ordinance since the City Council would have enacted them without the invalid portion.

SECTION 5. That this ordinance shall take effect immediately from and upon its final passage, as the law in such cases provides.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS ON THIS THE 5TH DAY OF MARCH, 2024.

By: _____
Bruce Arfsten, Mayor

ATTEST:

Valencia Garcia, Interim City Secretary

APPROVED AS TO FORM:

Whitt L. Wyatt, City Attorney

**CERTIFICATION OF UNOPPOSED CANDIDATES FOR OTHER
POLITICAL SUBDIVISIONS (NOT COUNTY) CERTIFICACIÓN DE
CANDIDATOS ÚNICOS
PARA OTRAS SUBDIVISIONES POLITICAS (NO EL CONDADO)**

To: Presiding Officer of Governing Body
Al: Presidente de la entidad gobernante

As the authority responsible for having the official ballot prepared, I hereby certify that the following candidates are unopposed for election to office for the election scheduled to be held on May 4, 2024

Como autoridad a cargo de la preparación de la boleta de votación oficial, por la presente certifico que los siguientes candidatos son candidatos únicos para elección para un cargo en la elección que se llevará a cabo el May 4, 2024

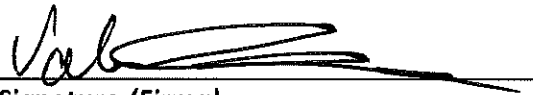
List offices and names of candidates:
Lista de cargos y nombres de los candidatos:

Office(s) *Cargo(s)*

Candidate(s) *Candidato(s)*

City Council
City Council
City Council

Chris DeFrancisco
Howard Freed
Darren Gardner



Signature *(Firma)*

Valencia Garcia

Printed name *(Nombre en letra de molde)*

Interim City Secretary

Title *(Puesto)*

March 5, 2024

Date of signing *(Fecha de firma)*

(Seal) *(sello)*



See reverse side for instructions
(Instrucciones en el reverso)

Instructions for certification of unopposed candidates:

The authority responsible for preparing the ballot must certify the unopposed status to the authority responsible for ordering the election. This document is filed with the presiding officer of the political subdivision. The governing body must meet, accept this certification, and issue an order or ordinance declaring the election cancelled and the unopposed candidates elected. To complete the cancellation process, a copy of the order or ordinance canceling the election must be posted on Election Day at each polling place that would have been used in the election. See sample Order of Cancellation and outlines for additional instructions.

An election* may be cancelled if:

- 1) The election is one in which a declaration of write-in candidacy is required; and
- 2) No opposed at-large race is on the ballot* within that election;*and
- 3) Each candidate whose name is to appear on the ballot* is unopposed, with some exceptions;

This means:

- In an all at-large election* (with no single-member districts), if there is one or more opposed at-large races, then all the races go on the ballot within that election.*
- In an election* in which any members of the governing body are elected from single-member districts, an election in a particular district may be cancelled if the candidate is unopposed and the election otherwise meets the above requirements (i.e., there is no at-large opposed race on the ballot).

Note: A general election (for full terms) or a special election (to fill a vacancy in an unexpired term) is considered a *separate election* with a *separate ballot* for purposes of these tests, even if held on the same election date. See our online Cancellation guide for details.

Instrucciones para la certificación de una elección con candidatos únicos:

La autoridad a cargo de preparar la boleta de votación debe certificar los candidatos únicos sin oposición a la autoridad encargada de ordenar la elección. Este documento se debe presentar al presidente de la subdivisión política. La entidad gobernante debe reunirse, aceptar esta certificación y emitir una orden o una ordenanza en la que declara la cancelación de la elección y la elección de los candidatos únicos sin oposición. Para completar el proceso de cancelación, se debe exhibir el Día de la Elección una copia de la orden u ordenanza de cancelación de la elección en todos los sitios de votación que se hubieran utilizado en la elección. Vea el ejemplo Orden de Cancelación y el resumen para más instrucciones.

Una elección* puede ser cancelada si:

- 1) *la elección es una en la que se requiere una declaración de candidatos por escrito en la boleta de votación; y,*
- 2) *no hay oposición para la carrera por acumulación en la boleta* de votación dentro de esa elección* y*
- 3) *Todos los candidatos cuyos nombres deben aparecer en la boleta* de votación no tienen oposición, con unas excepciones;*

Esto significa:

- *En una elección* por acumulación (sin ningún distrito con miembro único), si se encuentra una o más de una carrera por acumulación con oposición, entonces todas las carreras estarán en la boleta dentro de esa elección*.*
- *En una elección* en la que cualquiera de los miembros de la entidad gobernante se eligen de distritos con un solo miembro, se puede cancelar una elección en un distrito específico si hay oposición para el candidato y la elección cumple con los requisitos que anteceden (ej. no hay oposición para la carrera por acumulación en la boleta).*

Nota: *Una elección general (con términos completos) o una elección especial (para llenar una vacante de un término no vencido) es considerada como una elección distinta con una boleta distinta con los propósitos de estas pruebas, aunque se lleven a cabo en la misma fecha electoral. Vea nuestra guía de cancelación en línea para más detalles.*

May 2024 General Election Cancellation

March 5, 2024

The logo for Addison, featuring the word "ADDISON" in a bold, blue, sans-serif font centered within a white circle. This circle is set against a blue background that is part of a larger graphic design on the right side of the slide, which includes diagonal white lines and a grey triangle in the top right corner.

May 2024 Election Cancellation

- The Town ordered a General Election for May 2024 on January 9, 2024.
 - Election for three City Council Members
- Four candidates filed for a place on the ballot by the filing deadline on February 16th with one withdrawal.
 - The deadline for write-in candidacy declaration has passed as of February 20th .
- Section 2.053 of the Texas Elections Code authorizes the City Council to declare each unopposed candidate elected to office and cancel the election by ordinance.
 - Staff has prepared a Certificate of Unopposed Status for this ordinance.
- Newly elected Council Members will formally take office in May as they would during a contested election.

Questions?