



REGULAR MEETING & WORK SESSION OF THE CITY COUNCIL

June 9, 2020

ADDISON TOWN HALL

5300 BELT LINE RD., DALLAS, TX 75254
6:00 PM WORK SESSION & REGULAR MEETING

Notice is hereby given that the Addison City Council, using electronic medium, will conduct its REGULARLY SCHEDULED MEETING on Tuesday, June 9, 2020. No meeting will be conducted at Town Hall. A temporary suspension of the Open Meetings Act to allow telephone or videoconference public meetings has been granted by Governor Greg Abbott. These actions are being taken to mitigate the spread of COVID-19 by avoiding meetings that bring people into a group setting and in accordance with Section 418.016 of the Texas Government Code. Telephonic or videoconferencing capabilities will be utilized to allow individuals to address the Council. Email comments may also be submitted to iparker@addisontx.gov by 3:00 pm the day of the meeting. Members of the public are entitled to participate remotely via Toll-Free Dial-in Number: 877.853.5247; Meeting ID: 409.327.0683#, Participant ID: #. For more detailed instructions on how to participate in this meeting visit our Agenda Page. The meeting will be live streamed on Addison's website at www.addisontexas.net.

1. Call Meeting to Order

WORK SESSION

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2. Present and Discuss **Any Action Necessary or New Information Regarding the COVID-19 Pandemic.**

 3. Present and Discuss **Updates from the Non-Profit Organizations that Receive Grant Funding from the Town of Addison.**

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4. Present and Discuss **the Proposed Issuance of 2020 General Obligation Bonds and 2020 Taxable Refunding Bonds.**
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5. Present and Discuss **Council Liaison Opportunities and Appointments.**
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REGULAR MEETING

Pledge of Allegiance

Announcements and Acknowledgements regarding Town and Council Events and Activities

Discussion of Events/Meetings

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.

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.

6. Consider Action to Approve **the Minutes for the May 26, 2020 Work Session and Regular Meeting.**
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7. Consider Action to Approve a **Resolution Accepting the Coronavirus Aid, Relief, and Economic Security (CARES) Act Grant from Texas Department of Transportation (TxDOT) in the Amount of \$157,000.**

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8. Consider Action to Approve **the Second Quarter Update from the Finance Committee to the City Council for the Period from January 2020 to March 2020.**

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9. Consider Action to Approve a **Resolution Re-Appointing Ivan Hughes as Representative and Paul Voelker as Alternate to the Aggregated Position of Representative to the Regional Transportation Council of the North Central Texas Council of Governments.**

Regular Items

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10. Present, Discuss and Consider Action on a **Resolution Approving an Interlocal Agreement Between the Town of Addison and Dallas County for the Distribution of CARES Act Funds to the Town for Authorized CARES Act Activities and Authorize the City Manager to Execute the Agreement.**

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11. Present, Discuss, and Consider Action on a **Resolution to Approve the Agreement for Architectural and Engineering Services with LPA, Inc to Develop Construction Documents for Renovations at the Addison Athletic Club and Authorize the City Manager to Execute the Agreement** in an Amount Not to Exceed \$495,000.

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12. Present, Discuss, and Consider Action on **Potential Changes to the 2020 Kaboom Town! Festival and Fireworks Show.**

Adjourn Meeting

NOTE: The City Council reserves the right to meet in Executive Session closed to the public at any time in the course of this meeting to discuss matters listed on the agenda, as authorized by the Texas Open Meetings Act, Texas Government Code, Chapter 551, including §551.071 (private consultation with the attorney for the City); §551.072 (purchase, exchange, lease or value of real property); §551.074 (personnel or to hear complaints against personnel); §551.076 (deployment, or specific occasions for implementation of security

personnel or devices); and §551.087 (economic development negotiations). Any decision held on such matters will be taken or conducted in Open Session following the conclusion of the Executive Session.

Posted: _____
Irma G. Parker, City Secretary

Date: Thursday, June 4, 2020

Time: 5:06 pm

**THE TOWN OF ADDISON IS ACCESSIBLE TO PERSONS WITH
DISABILITIES. PLEASE CALL (972) 450-7090 AT LEAST
48 HOURS IN ADVANCE IF YOU NEED ASSISTANCE.**

Work Session and Regular Meeting

2.

Meeting Date: 06/09/2020

Department: City Manager

AGENDA CAPTION:

Present and Discuss Any Action Necessary or New Information Regarding the COVID-19 Pandemic.

BACKGROUND:

In December 2019, a novel (new) coronavirus known as SARS-CoV-2 ("the virus") was first detected and subsequently began causing outbreaks of the coronavirus disease COVID-19 that spread globally. The virus is easily transmitted through person to person contact, especially in group settings. As a result, the Federal Government, State of Texas, Dallas County, and the Town of Addison issued a series of declarations and orders to take measures to slow the spread of the virus and protect the ability of public and private health care providers to handle the influx of potential new patients and safeguard public health and safety.

The President of the United States issued a Proclamation Declaring a National Emergency Concerning the Novel Coronavirus Disease (COVID-19) on March 13, 2020.

The Texas Governor followed with a State of Disaster Declaration for the State of Texas on March 13, 2020.

On March 23, 2020 Dallas County Judge Clay Jenkins issued an amended order directing all non-essential businesses and activities to cease in-person operations and for all personnel of non-essential businesses to shelter-in-place. On April 3, 2020 the Dallas County Commissioners Court voted to extend the county's declaration of a Local Public Health Emergency until May 20, 2020.

On April 16, 2020:

- The Dallas County Judge issued an amended order requiring persons over the age of two to wear some form of covering over their nose and mouth when patronizing an essential business or using public transportation. The order stated that a violation of the order may be punishable through criminal or civil enforcement.

On April 17, 2020

- The Dallas County Commissioners Court issued an amended order that; allows stores that sell fabric to operate for the sole purpose of selling school supplies and fabric and other supplies needed to make cloth coverings and masks, and added language stating that the failure to wear a cloth covering cannot result in any civil or criminal fines or penalties.

On April 21, 2020:

- The Dallas County Commissioners Court voted to extend the shelter-in-place order until May 15, 2020.

On April 23, 2020:

- The Dallas County Judge issued a revised order to be consistent with the Governor's Order, which removed elective surgery language, updates language on religious and worship services, and requires schools to be closed for the remainder of the 2019-2020 school year.

On April 27, 2020:

- The Governor of Texas issued several Executive Orders to begin safely opening Texas businesses.
 - Executive Order No. GA 18 relates to the safe strategic reopening of select services, which it defines as retail services that are not "essential services" that may be provided through pickup or delivery. It also allows the reopening of dine-in restaurant services, for restaurants that operate at up to 25 percent of the total listed occupancy of the restaurant. Movie theaters, museums, and libraries are also allowed to reopen with similar restrictions.
 - Executive Order No. GA 19 relates to hospital capacity during the COVID-19 pandemic. This Order requires all hospitals in the State of Texas to reserve at least 15% of its capacity to for the treatment of COVID-19 patients.
 - Executive Order No. GA 20 relates to expanding travel without restrictions. This Order supersedes the previous Order that required a mandatory self-quarantine of persons traveling into Texas from the State of Louisiana. A mandatory self-quarantine is still required for persons traveling to the State Texas from several other States in which COVID-19 exposure risks are high.

On May 4, 2020:

- Dallas County issued a supplemental order on reopened services and food processing plants requiring their adherence to Minimum Standard Health Protocols, in The Governor's Report to Open Texas, issued April 27, 2020.

On May 5, 2020:

- The Governor of Texas issued Executive Order GA 21 that expanded the reopening of services as part of the safe, strategic plan to Open Texas in response to the COVID-19 disaster. Some of the changes include:

- The ability of cosmetology salons, hair salons, nail salons, tanning salons and barber shops to reopen on May 8, 2020.
- Gyms and exercise facilities will be able to reopen with 25% capacity on May 18, 2020.
- Non-essential manufacturing and other offices will be able to reopen Monday, May 18 as long as they operate at up to the greater of either five employees or 25% of their workforce, provided employees maintain appropriate social distancing.

On May 7, 2020:

- The Governor of Texas issued Executive Order GA 22 that amended all prior orders to eliminate confinement in jail as an available penalty for any violation of the executive orders.

On May 18, 2020:

- The Governor of Texas issued Executive Order GA 23 the second phase of Reopen Texas and provided an updated list of what types of businesses and activities can resume and when.

On May 26, 2020:

- The Governor of Texas issued a proclamation expanding additional services and activities that can open under phase II of the state's plan to safely and strategically open. This included water parks, recreational sport programs for adults, driver education programs, and food-court dining areas within malls.

On June 3, 2020:

- The Governor of Texas issued Executive Order GA 26 the third phase Texas and provided an updated list of what types of businesses can resume or expand capacity and when. This included bars, restaurants, amusement parks, carnivals, and a special provision for Fourth of July outdoor celebrations.

The Town has taken the following actions:

- The closure of all Town facilities for public access has been extended.
- All in-person Addison Athletic Club camps and classes for April and May period have been canceled.
- The Addison Athletic Club reopened to the public on May 18, 2020 with modifications to adhere to State and County orders. Third-party outside exercise programs are being held virtually at the discretion of the vendor.
- The Addison Conference and Theatre Centre (ACTC) will remain closed.
- Special Events: The May Addison After Dark Event, Boots Brews & BBQ, has been canceled.
- Taste Addison has been canceled.
- Parks and Public Works crews are continuing their work to maintain the Town's assets.

- The Town of Addison has taken (and will continue to take) actions to prevent the spread of the virus. Everyone is encouraged to follow Social Distancing recommendations.

For more information on the previous updates from the Town related to the COVID-19 pandemic, please visit the Town's website www.AddisonTexas.net/covid19.

RECOMMENDATION:

Information only, no action required.

Attachments

Social Distancing Recommendations

Dallas County Supplemental Order Effective May 4, 2020

State of Texas Executive Order No. GA 21 Effective May 8 and May 18, 2020

Minimum Standard Health Protocols

State of Texas Executive Order No. GA 22 Effective Retroactive to April 2, 2020

State of Texas Executive Order No. GA 23 Effective May 18, 2020

State of Texas Disaster Proclamation Effective May 29, 2020

State of Texas Executive Order No. GA 26 Effective June 3, 2020

DCHHS Social Distancing Recommendations

1) Vulnerable Populations: Limit Outings

- Vulnerable populations include people who are:
 - 60 years old and older.
 - People with certain health conditions such as heart disease, lung disease, diabetes, kidney disease and weakened immune systems.
- For vulnerable populations, don't go to gatherings (of 10 people or more) unless it is essential. If you can telecommute, you should. Avoid people who are sick.

2) Workplace and Businesses: Minimize Exposure

- Suspend nonessential employee travel.
- Minimize the number of employees working within arm's length of one another, including minimizing or canceling large in-person meetings and conferences.
- Urge employees to stay home when they are sick and maximize flexibility in sick leave benefits.
- Do not require a doctor's note for employees who are sick.
- Consider use of telecommuting options.
- Some people need to be at work to provide essential services of great benefit to the community. They can take steps in their workplace to minimize risk.

3) Large Gatherings: Cancel Non-essential Events

- Recommend cancelling or postponing large gatherings, such as concerts, sporting events, conventions or large community events.
- Do not attend any events or gatherings if sick.
- For events that aren't cancelled, we recommend:
 - Having hand washing capabilities, hand sanitizers and tissues available.
 - Frequently cleaning high touch surface areas like counter tops and hand rails.
 - Finding ways to create physical space to minimize close contact as much as possible.

4) Schools: Safety First

- Do not have your child attend school if sick.
- If you have a child with chronic health conditions, consult the child's doctor about school attendance.
- Schools should equip all classrooms with hand sanitizers and tissues.
- Recommend rescheduling or cancelling medium to large events that are not essential.
- Explore remote teaching and online options to continue learning.
- Schools should develop a plan for citywide school closures, and families should prepare for potential closures.

5) Transit: Cleaning and Protection

- Increase cleaning of vehicles and high touch surface areas.
- Provide hand washing/hand sanitizers and tissues in stations and on vehicles.

6) Health Care Settings: Avoid as possible, protect the vulnerable

- Long term care facilities should have a COVID-19 plan in accordance with CDC or state guidelines.
- Long term care facilities should screen all staff and visitors for illness and turn away those with symptoms.
- The general public should avoid going to medical settings such as hospitals, nursing homes and long-term care facilities, even if you are not ill.
- If you are ill, call your health care provider ahead of time, and you may be able to be served by phone.
- Do not visit emergency rooms unless it is essential.
- Visitors should not go to long-term care facilities unless absolutely essential.
- Follow guidance and directions of all facilities.

7) Everyone: Do your part

The best way for all Dallas County residents to reduce their risk of getting sick, as with seasonal colds or the flu, still applies to prevent COVID-19:

- Wash hands with soap and water for at least 20 seconds.
- Cough or sneeze into your elbow or a tissue. Throw the tissue in the trash.
- Stay home if you are sick.
- Avoid touching your face.
- Try alternatives to shaking hands, like an elbow bump or wave.
- If you have recently returned from a country, state or region with ongoing COVID-19 infections, monitor your health and follow the instructions of public health officials and CDC guidance.
- There is no recommendation to wear masks at this time to prevent yourself from getting sick.



DALLAS COUNTY

SUPPLEMENTAL ORDER OF COUNTY JUDGE CLAY JENKINS ON REOPENED SERVICES AND FOOD PROCESSING PLANTS

DATE ORDER ISSUED: May 4, 2020

WHEREAS, pursuant to Texas Government Code Section 418.108, Dallas County Judge Clay Jenkins issued a Declaration of Local Disaster for Public Health Emergency on March 12, 2020, due to a novel coronavirus now designated SARS-CoV2 which causes the disease COVID-19;

WHEREAS, on March 12, 2020, Judge Jenkins issued an Order in furtherance of his authority to protect the safety and welfare of the public by slowing the spread of the virus;

WHEREAS, on March 16, 2020, President Trump acknowledged the gravity of the COVID-19 pandemic, releasing strict new guidelines to limit people's interactions, including that Americans should avoid groups of more than 10 people;

WHEREAS, on March 19, 2020, the Dallas County Commissioners Court issued an Order of Continuance of Declaration of Local Disaster for Public Health Emergency that affirmed the activation of the Dallas County Emergency Management Plan and extends the Declaration of Local Disaster until 11:59 p.m. on May 15, 2020, unless rescinded by order of the Commissioners Court.

WHEREAS, on March 24, 2020, the World Health Organization indicated that the United States has the potential to become the center of the COVID-19 pandemic;

WHEREAS, on April 27, 2020, Governor Abbott issued an Executive Order reopening certain businesses in Texas for in-person services so long as certain workplace safety rules are followed;

WHEREAS, this Supplemental Order is necessary to protect the lives, health, welfare, and safety of the County's residents from the devastating impacts of this pandemic;

THEREFORE, County Judge Clay Jenkins hereby ISSUES the following Supplemental Order as follows:

UNDER THE AUTHORITY OF TEXAS GOVERNMENT CODE SECTION 418.108, DALLAS COUNTY JUDGE CLAY JENKINS ORDERS:

1. Effective as of 5:00 p.m. on May 4, 2020, and continuing until 11:59 p.m. on May 15, 2020:
 - a. "Reopened Services" may operate in Dallas County in compliance with this Order. For purposes of this Order, "**Reopened Services**" means:
 - i. Retail services that may be provided through pickup, delivery by mail, or delivery to the customer's doorstep;
 - ii. In-store retail services, for retail establishments that operate at up to 25 percent of the total listed occupancy of the retail establishment;
 - iii. Dine-in restaurant services, for restaurants that operate at up to 25 percent of the total listed occupancy of the restaurant; provided, however, that (a)



DALLAS COUNTY

- this applies only to restaurants that have less than 51 percent of their gross receipts from the sale of alcoholic beverages and are therefore not required to post the 51 percent sign required by Texas law as determined by the Texas Alcoholic Beverage Commission, and (b) valet services are prohibited except for vehicles with placards or plates for disabled parking;
- iv. Movie theaters that operate at up to 25 percent of the total listed occupancy of any individual theater for any screening;
 - v. Shopping malls that operate at up to 25 percent of the total listed occupancy of the shopping mall; provided, however, that within shopping malls, the food court dining areas, play areas, and interactive displays and settings must remain closed;
 - vi. Museums and libraries that operate at up to 25 percent of the total listed occupancy; provided, however, that (a) local public museums and local public libraries may so operate only if permitted by the local government, and (b) any components of museums or libraries that have interactive functions or exhibits, including child play areas, must remain closed;
 - vii. Services provided by an individual working alone in an office; and
 - viii. Golf course operations.
 - ix. Local government operations, including county and municipal governmental operations relating to permitting, recordation, and document-filing services, as determined by the local government.
- b. Reopened Services must comply Minimum Standard Health Protocols, in *The Governor's Report to Open Texas*, issued April 27, 2020. For clarity, to the extent the Governor's Minimum Standard Health Protocols are recommendations, the Health Protocols are adopted as mandatory rules in Dallas County. Individuals, employers, employees, and customers in Dallas County must comply with the following applicable Minimum Standard Health Protocols, to the greatest extent possible:
- i. Minimum Standard Health Protocols for All Individuals.
 - ii. Minimum Standard Health Protocols for All Employers.
 - iii. Minimum Standard Health Protocols for Retailers.
 - iv. Minimum Standard Health Protocols for Retail Customers.
 - v. Minimum Standard Health Protocols for Restaurants.
 - vi. Minimum Standard Health Protocols for Restaurant Customers.
 - vii. Minimum Standard Health Protocols for Movie Theaters.
 - viii. Minimum Standard Health Protocols for Movie Theater Customers.
 - ix. Minimum Standard Health Protocols for Museums and Libraries.
 - x. Minimum Standard Health Protocols for All Museum and Library Visitors.
 - xi. Minimum Standard Health Protocols for Outdoor Sports Participants.
 - xii. Minimum Standard Health Protocols for Churches/Places of Worship.
 - xiii. Minimum Standard Health Protocols for Single-Person Offices.

The Steps to Open Texas Business, which include the Minimum Standard Health Protocols, collectively, are attached as Exhibit C to these Emergency Regulations. Any reference to the geographic area of Texas in Order GA-18 shall instead mean the Dallas County. Whenever the phrase "Governor Abbott's executive order GA-



DALLAS COUNTY

18” is used in the Minimum Standard Health Protocols, it shall instead mean this Supplemental Order. Any reference to the word “recommended” in the Minimum Standard Health Protocols, adopted as part of these Emergency Regulations, shall instead mean “must comply to the greatest extent possible.”

2. **Food Preparation and Processing Plants.** All food manufacturing and processing plants, including meat and poultry processing facilities, fruit and vegetable plants, dairy plants, and other food and beverage plants. In addition to OSHA and CDC guidelines, all food preparation and processing plants must follow the Rules for Food Preparation and Processing Plants set forth in Exhibit A.
3. **Covering of Nose and Mouth:** Because an infected person can transmit the COVID-19 virus to others before showing any symptoms, the covering of a person’s nose and mouth is necessary to help slow the spread of the virus. To the greatest extent possible all persons over the age of two (2) shall wear some form of covering over their nose and mouth, such as a homemade mask, scarf, bandana or handkerchief, when patronizing an Essential Business or Reopened Service, or using public transportation pursuant to the rules outlined in Exhibit B. Parents and Guardians of children under 10 shall be responsible for appropriately masking children pursuant to this Order. To the greatest extent possible, all non-medical employees who work at an Essential Businesses and Reopened Service or perform services that are exempt under this Order must wear face coverings over their noses and mouths while performing their work. An owner or operator of an Essential Business or Reopened Service may refuse admission or service to any individual who fails to wear face covering. Wearing a face covering is not a substitute for maintaining 6-foot social distancing and hand washing, as these remain important steps to slowing the spread of the virus. The enforcement provisions set forth in this Order are not applicable to this cloth covering requirement and no law enforcement officer shall stop, detain, or arrest any person based on a person failing to wear a cloth covering or mask.
4. This Order shall be in effect until 11:59 p.m. on May 15, 2020, or until it is either rescinded, superseded, or amended pursuant to applicable law.
5. The County of Dallas must promptly provide copies of this Order by posting on the Dallas County Health and Human Services website. In addition, the owner, manager, or operator of any facility that is likely to be impacted by this Order is strongly encouraged to post a copy of this Order onsite and to provide a copy to any member of the public asking for a copy. If any subsection, sentence, clause, phrase, or word of this Order or any application of it to any person, structure, gathering, or circumstance is held to be invalid or unconstitutional by a decision of a court of competent jurisdiction, then such decision will not affect the validity of the remaining portions or applications of this Order.
6. The Dallas County Sheriff’s Office, the Dallas County Fire Marshal’s Office, and other peace officers, are hereby authorized to enforce this Order. A violation of this order may be punishable through criminal or civil enforcement. A violation of this Order is a misdemeanor punishable by a fine not to exceed \$1,000 and/or confinement in jail for a term not to exceed 180 days.

IT IS SO ORDERED
CLAY JENKINS
DALLAS COUNTY JUDGE



DALLAS COUNTY

EXHIBIT A **Rules for Food Preparation and Processing Plants**

Rules for Food Preparation and Processing Plants:

- Food preparation and processing plants shall implement a system whereby all employees take their temperature at home and upon arriving at work are screened for the following: new or worsening cough, shortness of breath, sore throat, loss of taste or smell, feeling feverish or an onsite measured temperature greater than or equal to 100.0 degrees Fahrenheit, or known close contact with a person who is lab-confirmed to have COVID-19. Any employee who meets any of these criteria must be sent home;
- Employees must wash or disinfect hands upon entering the plant, after any interaction with other employees, and after the use of any shared items;
- To the greatest extent possible, all employees must wear cloth face coverings over the nose and mouth;
- Food preparation and processing plants shall regularly and frequently clean and disinfect any regularly touched surfaces, such as restrooms, doorknobs, tables, and chairs;
- Remove turnstiles and other physical barriers at the entrance that would be touched by employees one after the other;
- Food preparation and processing plants shall implement a system by which all employees maintain at least 6 feet separation from one another and other individuals, including:
 - Mark out 6 foot distances for workers to stand in while they wait to punch in or create methods for employee time-tracking other than using a common time-clock to minimize workers congregating;
 - Stagger start, break and lunch times;
 - Mark out a 6 foot line in front of supervisor/management desk;
 - No meetings without 6 foot distances between chairs or people;
 - Identify areas where employees congregate – such as locker rooms, donning and doffing areas for PPE, breakrooms, etc. and ensure social distancing is possible in these areas;
 - Restrict specific areas of the plant to individuals who need to be in that area;
 - Consider physical barriers on the line or reduce line speeds so that lines can operate with fewer employees spaced further apart; and
 - To the greatest extent possible, create alternating shifts for different types of work activities, or split plant operations from one shift into two, to create situations in which fewer employees have to interact.



DALLAS COUNTY

EXHIBIT B

Guidance on Covering Nose and Mouth

A significant percentage of individuals with the COVID-19 virus lack symptoms. Because an infected person can transmit the virus to others before showing any symptoms, the covering of a person's nose and mouth when visiting an Essential Business or Reopened Service is necessary to help prevent the spread of COVID-19. This is consistent with the findings of the CDC and Dallas County Health Authority.

Staying home is the best way to help reduce the spread of the virus, but if an individual must leave their place of residence to visit an Essential Business or Reopened Service, wearing a fabric face mask shall be used as outlined in this Order. Wearing a face covering is not a substitute for maintaining 6-foot social distancing and hand washing, as these remain important steps to slowing the spread of the virus. The face coverings recommended are not surgical masks or N-95 respirators, which are critical supplies that must continue to be reserved for healthcare workers and first responders.

The public in general and Essential Business employees shall comply with the following:

- A. To the greatest extent possible, all persons over the age of two (2) shall wear some form of covering over their nose and mouth, such as a homemade mask, scarf, bandana or handkerchief, when:
 - 1) patronizing an Essential Business or Reopened Service; and
 - 2) using public transportation, taxis, or ride shares.
- B. This section shall not apply to persons that are:
 - 1) riding in a personal vehicle;
 - 2) that are alone in a separate single space, such as an enclosed office;
 - 3) that are in the presence only of other members of their household or residence;
 - 4) engaging in outdoor activity;
 - 5) eating; or
 - 6) when wearing a covering poses a greater mental or physical health, safety or security risk such as anyone who has trouble breathing, or is unconscious, incapacitated or otherwise unable to remove the cover without assistance.

Children under the age of two (including infants) should not wear cloth face coverings. Those between the ages of two and nine should use them but under adult supervision to ensure that the child can breathe safely and avoid choking or suffocation. Children with breathing problems should not wear a face covering. Parents and Guardians of children under 10 shall be responsible for appropriately masking children pursuant to this Order.

All COVID-19 Suspected Positives, those currently being tested, and untested individuals with cough and/or fever, and household members of same category of individuals shall not leave their residence without a mask or cloth face covering to prevent the spread to others.



DALLAS COUNTY

To the greatest extent possible, all individuals working for an Essential Business or Reopened Service must wear a mask or cloth face covering whenever in public and whenever performing job duties in the presence of others. To the greatest extent possible, employers shall provide employees with a mask or face covering. An owner or operator of an Essential Business or Reopened Service may refuse admission or service to any individual who fails to wear face covering.

The enforcement provisions set forth in this Order are not applicable to this cloth covering requirement and no law enforcement officer shall stop, detain, or arrest any person based on a person failing to wear a cloth covering or mask.

Medical grade (N95) and surgical masks should be reserved and used only by medical professionals and first responders. Cloth face coverings are not intended for use by healthcare workers, first responders, and others whose work requires close contact with people who are ill.

Cloth coverings should be made in accordance with CDC Guidance, which can be found here: <https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/diy-cloth-face-coverings.html>

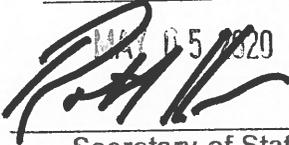


GOVERNOR GREG ABBOTT

May 5, 2020

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
6:10PM O'CLOCK

The Honorable Ruth R. Hughs
Secretary of State
State Capitol Room 1E.8
Austin, Texas 78701


Secretary of State

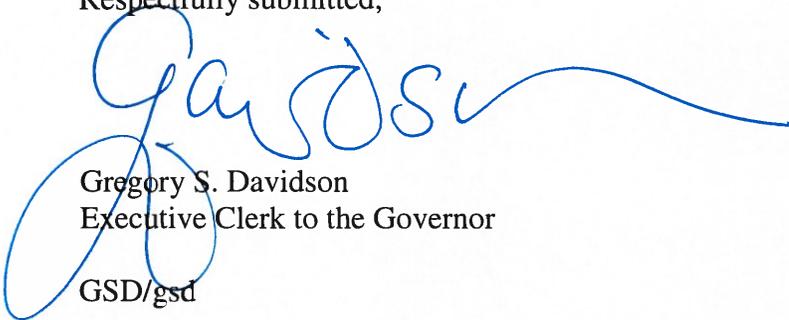
Dear Secretary Hughs:

Pursuant to his powers as Governor of the State of Texas, Greg Abbott has issued the following:

Executive Order No. GA-21 relating to the expanded reopening of services as part of the safe, strategic plan to Open Texas in response to the COVID-19 disaster.

The original executive order is attached to this letter of transmittal.

Respectfully submitted,


Gregory S. Davidson
Executive Clerk to the Governor
GSD/gsd

Attachment

Executive Order

BY THE
GOVERNOR OF THE STATE OF TEXAS

Executive Department
Austin, Texas
May 5, 2020

EXECUTIVE ORDER
GA 21

Relating to the expanded reopening of services as part of the safe, strategic plan to Open Texas in response to the COVID-19 disaster.

WHEREAS, I, Greg Abbott, Governor of Texas, issued a disaster proclamation on March 13, 2020, certifying under Section 418.014 of the Texas Government Code that the novel coronavirus (COVID-19) poses an imminent threat of disaster for all counties in the State of Texas; and

WHEREAS, on April 12, 2020, I issued a proclamation renewing the disaster declaration for all counties in Texas; and

WHEREAS, the Commissioner of the Texas Department of State Health Services (DSHS), Dr. John Hellerstedt, has determined that COVID-19 represents a public health disaster within the meaning of Chapter 81 of the Texas Health and Safety Code, and renewed that determination on April 17, 2020; and

WHEREAS, I have issued executive orders and suspensions of Texas laws in response to COVID-19, aimed at protecting the health and safety of Texans and ensuring an effective response to this disaster; and

WHEREAS, I issued Executive Order GA-08 on March 19, 2020, mandating certain obligations for Texans in accordance with the President's Coronavirus Guidelines for America, as promulgated by President Donald J. Trump and the Centers for Disease Control and Prevention (CDC) on March 16, 2020, which called upon Americans to take actions to slow the spread of COVID-19 for 15 days; and

WHEREAS, I issued Executive Order GA-14 on March 31, 2020, based on the President's announcement that the restrictive Guidelines should extend through April 30, 2020, in light of advice from Dr. Anthony Fauci and Dr. Deborah Birx, and also based on guidance by DSHS Commissioner Dr. Hellerstedt and Dr. Birx that the spread of COVID-19 can be reduced by minimizing social gatherings; and

WHEREAS, Executive Order GA-14 superseded Executive Order GA-08 and expanded the social-distancing restrictions and other obligations for Texans, aimed at slowing the spread of COVID-19 and protecting public health and safety; and

WHEREAS, after more than two weeks of having in effect the heightened restrictions like those required by Executive Order GA-14, which had saved lives, it was clear that the disease still presented a serious threat across Texas that could persist in certain areas, but also that COVID-19 had wrought havoc on many Texas businesses and workers

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
6:30 pm O'CLOCK

MAY 05 2020

affected by the restrictions that were necessary to protect human life; and

WHEREAS, on April 17, 2020, I therefore issued Executive Order GA-17, creating the Governor's Strike Force to Open Texas to study and make recommendations on safely and strategically restarting and revitalizing all aspects of the Lone Star State—work, school, entertainment, and culture; and

WHEREAS, also on April 17, 2020, I issued Executive Order GA-16 to generally continue through April 30, 2020, the same social-distancing restrictions and other obligations for Texans according to federal guidelines, but also to offer a safe, strategic first step to Open Texas, including permitting retail pick-up and delivery services; and

WHEREAS, I subsequently issued Executive Order GA-18 on April 27, 2020, to expand the services that are reopened in Texas, including allowing in-store retail and dine-in restaurant services at establishments operating within specific capacity limits; and

WHEREAS, as normal business operations resume, everyone must act safely, and to that end Executive Order GA-18 and this executive order provide that all persons should follow the health protocols recommended by DSHS, which whenever achieved will mean compliance with the minimum standards for safely reopening, but which should not be used to fault those who act in good faith but can only substantially comply with the standards in light of scarce resources and other extenuating COVID-19 circumstances; and

WHEREAS, Texas must continue to protect lives while restoring livelihoods, both of which can be achieved with the expert advice of medical professionals and business leaders; and

WHEREAS, the “governor is responsible for meeting ... the dangers to the state and people presented by disasters” under Section 418.011 of the Texas Government Code, and the legislature has given the governor broad authority to fulfill that responsibility; and

WHEREAS, under Section 418.012, the “governor may issue executive orders ... hav[ing] the force and effect of law;” and

WHEREAS, under Section 418.016(a), the “governor may suspend the provisions of any regulatory statute prescribing the procedures for conduct of state business ... if strict compliance with the provisions ... would in any way prevent, hinder, or delay necessary action in coping with a disaster;” and

WHEREAS, under Section 418.017(a), the “governor may use all available resources of state government and of political subdivisions that are reasonably necessary to cope with a disaster;” and

WHEREAS, under Section 418.018(c), the “governor may control ingress and egress to and from a disaster area and the movement of persons and the occupancy of premises in the area;” and

WHEREAS, under Section 418.173, failure to comply with any executive order issued during the COVID-19 disaster is an offense punishable by a fine not to exceed \$1,000, confinement in jail for a term not to exceed 180 days, or both fine and confinement.

NOW, THEREFORE, I, Greg Abbott, Governor of Texas, by virtue of the power and authority vested in me by the Constitution and laws of the State of Texas, do hereby order the following on a statewide basis effective immediately, and continuing through May 19, 2020, subject to extension based on the status of COVID-19 in Texas and the recommendations of the Governor's Strike Force to Open Texas, the White House Coronavirus Task Force, and the CDC:

In accordance with guidance from DSHS Commissioner Dr. Hellerstedt, and to achieve the goals established by the President to reduce the spread of COVID-19, every person in Texas shall, except where necessary to provide or obtain essential services or reopened services, minimize social gatherings and minimize in-person contact with people who are not in the same household. People over the age of 65, however, are strongly encouraged to stay at home as much as possible; to maintain appropriate distance from any member of the household who has been out of the residence in the previous 14 days; and, if leaving the home, to implement social distancing and to practice good hygiene, environmental cleanliness, and sanitation.

"Essential services" shall consist of everything listed by the U.S. Department of Homeland Security (DHS) in its Guidance on the Essential Critical Infrastructure Workforce, Version 3.0 or any subsequent version, plus religious services conducted in churches, congregations, and houses of worship. Other essential services may be added to this list with the approval of the Texas Division of Emergency Management (TDEM). TDEM shall maintain an online list of essential services, as specified in this executive order and any approved additions. Requests for additions should be directed to TDEM at EssentialServices@tdem.texas.gov or by visiting the TDEM website at www.tdem.texas.gov/essentialservices.

"Reopened services" shall consist of the following to the extent they are not already "essential services:"

1. Retail services that may be provided through pick-up, delivery by mail, or delivery to the customer's doorstep.
2. In-store retail services, for retail establishments that operate at up to 25 percent of the total listed occupancy of the retail establishment.
3. Dine-in restaurant services, for restaurants that operate at up to 25 percent of the total listed occupancy of the restaurant; provided, however, that
 - a. this applies only to restaurants that have less than 51 percent of their gross receipts from the sale of alcoholic beverages;
 - b. the occupancy limits do not apply to customers seated in outdoor areas of the restaurant; and
 - c. valet services are prohibited except for vehicles with placards or plates for disabled parking.
4. Movie theaters that operate at up to 25 percent of the total listed occupancy of any individual theater for any screening.
5. Shopping malls that operate at up to 25 percent of the total listed occupancy of the shopping mall; provided, however, that within shopping malls, the food-court dining areas, play areas, and interactive displays and settings must remain closed.
6. Museums and libraries that operate at up to 25 percent of the total listed occupancy; provided, however, that
 - a. local public museums and local public libraries may so operate only if permitted by the local government, and
 - b. any components of museums or libraries that have interactive functions or exhibits, including child play areas, must remain closed.

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7. Services provided by an individual working alone in an office, effective until 12:01 a.m. on Monday, May 18, 2020, when this single-person office provision is superseded by the expanded office-based services provision set forth below.
8. Golf course operations.
9. Local government operations, including county and municipal governmental operations relating to permitting, recordation, and document-filing services, as determined by the local government.
10. Wedding venues and the services required to conduct weddings; provided, however, that for weddings held indoors other than at a church, congregation, or house of worship, the facility may operate at up to 25 percent of the total listed occupancy of the facility.
11. Wedding reception services, for facilities that operate at up to 25 percent of the total listed occupancy of the facility; provided, however, that the occupancy limits do not apply to the outdoor areas of a wedding reception or to outdoor wedding receptions.
12. Starting at 12:01 a.m. on Friday, May 8, 2020:
 - a. Cosmetology salons, hair salons, barber shops, nail salons/shops, and other establishments where licensed cosmetologists or barbers practice their trade; provided, however, that all such salons, shops, and establishments must ensure at least six feet of social distancing between operating work stations.
 - b. Tanning salons; provided, however, that all such salons must ensure at least six feet of social distancing between operating work stations.
 - c. Swimming pools; provided, however, that (i) indoor swimming pools may operate at up to 25 percent of the total listed occupancy of the pool facility; (ii) outdoor swimming pools may operate at up to 25 percent of normal operating limits as determined by the pool operator; and (iii) local public swimming pools may so operate only if permitted by the local government.
13. Starting at 12:01 a.m. on Monday, May 18, 2020:
 - a. Services provided by office workers in offices that operate at up to the greater of (i) five individuals, or (ii) 25 percent of the total office workforce; provided, however, that the individuals maintain appropriate social distancing.
 - b. Manufacturing services, for facilities that operate at up to 25 percent of the total listed occupancy of the facility.
 - c. Gyms and exercise facilities and classes that operate at up to 25 percent of the total listed occupancy of the gym or exercise facility; provided, however, that locker rooms and shower facilities must remain closed, but restrooms may open.
14. For Texas counties that have filed with DSHS, and are in compliance with, the requisite attestation form promulgated by DSHS regarding five or fewer cases of COVID-19, those in-store retail services, dine-in restaurant services, movie theaters, shopping malls, museums and libraries, indoor wedding venues, wedding reception services, swimming pools, services provided by office workers in offices of more than five individuals, manufacturing services, and gyms and exercise facilities and classes, as otherwise defined and limited above, may operate at up to 50 percent (as opposed to 25 percent).
15. Such additional services as may be enumerated by future executive orders or proclamations by the governor.

The conditions and limitations set forth above for reopened services shall not apply to essential services. The total listed occupancy limits described above refer to the maximum occupant load set by local or state law, but for purposes of this executive

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order, staff members are not included in determining operating levels except for non-essential manufacturing service providers and services provided by office workers. Notwithstanding anything herein to the contrary, the governor may by proclamation identify any county or counties in which reopened services are thereafter prohibited, in the governor's sole discretion, based on the governor's determination in consultation with medical professionals that only essential services should be permitted in the county, including based on factors such as an increase in the transmission of COVID-19 or in the amount of COVID-19-related hospitalizations or fatalities.

In providing or obtaining essential services or reopened services, all persons (including individuals, businesses and other organizations, and any other legal entity) should use good-faith efforts and available resources to follow the minimum standard health protocols recommended by DSHS, found at www.dshs.texas.gov/coronavirus. All persons should also follow, to the extent not inconsistent with the DSHS minimum standards, the Guidelines from the President and the CDC, as well as other CDC recommendations. Individuals are encouraged to wear appropriate face coverings, but no jurisdiction can impose a civil or criminal penalty for failure to wear a face covering. Nothing in this executive order or the DSHS minimum standards precludes requiring a customer wishing to obtain services to follow additional hygiene measures.

Religious services should be conducted in accordance with the joint guidance issued and updated by the attorney general and governor.

People shall avoid visiting bars, massage establishments, tattoo studios, piercing studios, sexually oriented businesses, or interactive amusement venues such as bowling alleys, video arcades, amusement parks, water parks, or splash pads, unless these enumerated establishments or venues are specifically added as a reopened service by proclamation or future executive order of the governor. Notwithstanding anything herein to the contrary, the governor may by proclamation add to this list of establishments or venues that people shall avoid visiting. To the extent any of the establishments or venues that people shall avoid visiting also offer reopened services permitted above, such as restaurant services, these establishments or venues can offer only the reopened services and may not offer any other services. The use of drive-thru, pickup, or delivery options for food and drinks remains allowed and highly encouraged throughout the limited duration of this executive order.

This executive order does not prohibit people from accessing essential or reopened services or engaging in essential daily activities, such as going to the grocery store or gas station; providing or obtaining other essential or reopened services; visiting swimming pools, parks, beaches, rivers, or lakes; hunting or fishing; or engaging in physical activity like jogging, bicycling, or other outdoor sports, so long as the necessary precautions are maintained to reduce the transmission of COVID-19 and to minimize in-person contact with people who are not in the same household.

In accordance with the Guidelines from the President and the CDC, people shall not visit nursing homes, state supported living centers, assisted living facilities, or long-term care facilities unless to provide critical assistance as determined through guidance from the Texas Health and Human Services Commission (HHSC). Nursing homes, state supported living centers, assisted living facilities, and long-term care facilities should follow infection control policies and practices set forth by the HHSC, including minimizing the movement of staff between facilities whenever possible.

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In accordance with the Guidelines from the President and the CDC, schools shall remain temporarily closed to in-person classroom attendance by students and shall not recommence before the end of the 2019-2020 school year, except that a student (accompanied by an adult if needed) may, as allowed by the school consistent with the minimum standard health protocols found in guidance issued by the Texas Education Agency (TEA), visit his or her school campus (a) for limited non-instructional administrative tasks such as cleaning out lockers, collecting personal belongings, and returning school items like band instruments and books; or (b) for graduating seniors, to complete post-secondary requirements that cannot be accomplished absent access to the school facility and its resources, excluding any activity or assessment which can be done virtually. Public education teachers and staff are encouraged to continue to work remotely from home if possible, but may return to schools to conduct remote video instruction, as well as perform administrative duties, under the minimum standard health protocols found in guidance issued by the TEA. Private schools and institutions of higher education should establish similar standards to allow teachers and staff to return to schools to conduct remote video instruction and perform administrative duties when it is not possible to do so remotely from home. Notwithstanding anything herein to the contrary, schools may conduct graduation ceremonies consistent with the minimum standard health protocols found in guidance issued by the TEA. Nothing in this executive order, the DSHS minimum standards, or the joint guidance issued and updated by the attorney general and governor precludes churches, congregations, and houses of worship from using school campuses for their religious services or other allowed services.

This executive order shall supersede any conflicting order issued by local officials in response to the COVID-19 disaster, but only to the extent that such a local order restricts essential services or reopened services allowed by this executive order, allows gatherings prohibited by this executive order, or expands the list of essential services or the list or scope of reopened services as set forth in this executive order. I hereby suspend Sections 418.1015(b) and 418.108 of the Texas Government Code, Chapter 81, Subchapter E of the Texas Health and Safety Code, and any other relevant statutes, to the extent necessary to ensure that local officials do not impose restrictions in response to the COVID-19 disaster that are inconsistent with this executive order, provided that local officials may enforce this executive order as well as local restrictions that are consistent with this executive order.

This executive order supersedes Executive Order GA-18, but does not supersede Executive Orders GA-10, GA-13, GA-17, GA-19, or GA-20. This executive order shall remain in effect and in full force until 11:59 p.m. on May 19, 2020, unless it is modified, amended, rescinded, or superseded by the governor.



Given under my hand this the 5th
day of May, 2020.

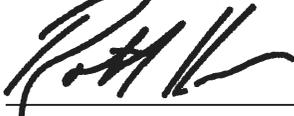
A handwritten signature in black ink that reads "Greg Abbott".

GREG ABBOTT
Governor

FILED IN THE OFFICE OF THE
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6:10 PM O'CLOCK

MAY 05 2020

ATTESTED BY:



RUTH R. HUGHS
Secretary of State

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CHECKLIST FOR ALL INDIVIDUALS

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In accordance with Governor Abbott's executive order GA-18, the following are the minimum recommended health protocols for all individuals in Texas. These minimum health protocols are not a limit on the health protocols that individuals may adopt. Individuals are encouraged to adopt additional protocols consistent with their specific needs and circumstances to help protect the health and safety of all Texans.

The virus that causes COVID-19 can be spread to others by infected persons who have few or no symptoms. Even if an infected person is only mildly ill, the people they spread it to may become seriously ill or even die, especially if that person is 65 or older with pre-existing health conditions that place them at higher risk. Because of the hidden nature of this threat, everyone should rigorously follow the practices specified in these protocols, all of which facilitate a safe and measured reopening of Texas. The virus that causes COVID-19 is still circulating in our communities. We should continue to observe practices that protect everyone, including those who are most vulnerable.

Please note, public health guidance cannot anticipate every unique situation. Individuals should stay informed and take actions based on common sense and wise judgment that will protect health and support economic revitalization.

Health protocols for individuals:

- Maintain at least 6 feet separation from other individuals not within the same household. If such distancing is not feasible, other measures such as face covering, hand hygiene, cough etiquette, cleanliness, and sanitation should be rigorously practiced.
- Self-screen before going into a business for any of the following new or worsening signs or symptoms of possible COVID-19:
 - Cough
 - Shortness of breath or difficulty breathing
 - Chills
 - Repeated shaking with chills
 - Muscle pain
 - Headache
 - Sore throat
 - Loss of taste or smell
 - Diarrhea
 - Feeling feverish or a measured temperature greater than or equal to 100.0 degrees Fahrenheit
 - Known close contact with a person who is lab confirmed to have COVID-19
- Wash or disinfect hands upon entering a business and after any interaction with employees, other customers, or items in the business.
- Consistent with the actions taken by many individuals across the state, consider wearing cloth face coverings (over the nose and mouth) when entering a business, or when within 6 feet of another person who is not a member of the individual's household. If available, individuals should consider wearing non-medical grade face masks.



CHECKLIST FOR ALL EMPLOYERS

In accordance with Governor Abbott's executive order GA-18, the following are the minimum recommended health protocols for all businesses choosing to operate in Texas. Employers may adopt additional protocols consistent with their specific needs and circumstances to help protect the health and safety of all employees and customers.

The virus that causes COVID-19 can be spread to others by infected persons who have few or no symptoms. Even if an infected person is only mildly ill, the people they spread it to may become seriously ill or even die, especially if that person is 65 or older with pre-existing health conditions that place them at higher risk. Because of the hidden nature of this threat, everyone should rigorously follow the practices specified in these protocols, all of which facilitate a safe and measured reopening of Texas. The virus that causes COVID-19 is still circulating in our communities. We should continue to observe practices that protect everyone, including those who are most vulnerable.

Please note, public health guidance cannot anticipate every unique situation. Employers should stay informed and take actions based on common sense and wise judgment that will protect health and support economic revitalization. Employers should also be mindful of federal and state employment laws and workplace safety standards.

Health protocols for your employees:

- Train all employees on appropriate cleaning and disinfection, hand hygiene, and respiratory etiquette.
- Screen employees before coming into the business:
 - Send home any employee who has any of the following new or worsening signs or symptoms of possible COVID-19:
 - Cough
 - Shortness of breath or difficulty breathing
 - Chills
 - Repeated shaking with chills
 - Muscle pain
 - Headache
 - Sore throat
 - Loss of taste or smell
 - Diarrhea
 - Feeling feverish or a measured temperature greater than or equal to 100.0 degrees Fahrenheit
 - Known close contact with a person who is lab confirmed to have COVID-19
 - Do not allow employees with the new or worsening signs or symptoms listed above to return to work until:
 - In the case of an employee who was diagnosed with COVID-19, the individual may return to work when all three of the following criteria are met: at least 3 days (72 hours) have passed



ALL EMPLOYERS: Page 2 of 2

since recovery (resolution of fever without the use of fever-reducing medications); and the individual has improvement in respiratory symptoms (e.g., cough, shortness of breath); and at least 7 days have passed *since symptoms first appeared*; or

- In the case of an employee who has symptoms that could be COVID-19 and does not get evaluated by a medical professional or tested for COVID-19, the individual is assumed to have COVID-19, and the individual may not return to work until the individual has completed the same three-step criteria listed above; or
 - If the employee has symptoms that could be COVID-19 and wants to return to work before completing the above self-isolation period, the individual must obtain a medical professional’s note clearing the individual for return based on an alternative diagnosis.
- Do not allow an employee with known close contact to a person who is lab-confirmed to have COVID-19 to return to work until the end of the 14 day self-quarantine period from the last date of exposure (with an exception granted for healthcare workers and critical infrastructure workers).
- Have employees wash or sanitize their hands upon entering the business.
- Have employees maintain at least 6 feet separation from other individuals. If such distancing is not feasible, other measures such as face covering, hand hygiene, cough etiquette, cleanliness, and sanitation should be rigorously practiced.
- If an employer provides a meal for employees, employers are recommended to have the meal individually packed for each employee.
- Consistent with the actions taken by many employers across the state, consider having all employees wear cloth face coverings (over the nose and mouth). If available, employees should consider wearing non-medical grade face masks.

Health protocols for your facilities:

- Regularly and frequently clean and disinfect any regularly touched surfaces, such as doorknobs, tables, chairs, and restrooms.
- Disinfect any items that come into contact with customers.
- Make hand sanitizer, disinfecting wipes, soap and water, or similar disinfectant readily available to employees and customers.
- Place readily visible signage at the business to remind everyone of best hygiene practices.



CHECKLIST FOR RETAILERS

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As outlined in Governor Abbott’s executive order GA-18, non-essential retailers may operate up to 25% of the total listed occupancy. In addition, non-essential retailers may operate through pickup, delivery by mail, or delivery to the customer’s doorstep. Shopping malls may operate at up to 25% of the total listed occupancy of the shopping mall, but shopping mall food court dining areas, play areas, and interactive displays and settings must remain closed.

In accordance with Governor Abbott’s executive order GA-18, the following are the minimum recommended health protocols for all retailers choosing to operate in Texas. Retailers may adopt additional protocols consistent with their specific needs and circumstances to help protect the health and safety of all employees and customers.

The virus that causes COVID-19 can be spread to others by infected persons who have few or no symptoms. Even if an infected person is only mildly ill, the people they spread it to may become seriously ill or even die, especially if that person is 65 or older with pre-existing health conditions that place them at higher risk. Because of the hidden nature of this threat, everyone should rigorously follow the practices specified in these protocols, all of which facilitate a safe and measured reopening of Texas. The virus that causes COVID-19 is still circulating in our communities. We should continue to observe practices that protect everyone, including those who are most vulnerable.

Please note, public health guidance cannot anticipate every unique situation. Retailers should stay informed and take actions based on common sense and wise judgment that will protect health and support economic revitalization. Retailers should also be mindful of federal and state employment laws and workplace safety standards.

Health protocols for serving your customers:

- Retailers are encouraged to consider dedicating a certain period of time each day for only at-risk customers¹ or deliver purchased goods to vehicles to reduce the need for at-risk customers to enter the store.
- If practical, monitor what items customers touch to clean or disinfect when the customer leaves the retail establishment.
- Contactless payment is encouraged. Where not available, contact should be minimized.

¹ At-risk customers are those who are 65 or older, especially those with chronic lung disease; moderate to severe asthma; chronic heart disease; severe obesity; diabetes; chronic kidney disease undergoing dialysis; liver disease; or weakened immune system



RETAILERS: Page 2 of 3

Health protocols for your retail employees:

- Train all employees on appropriate cleaning and disinfection, hand hygiene, and respiratory etiquette.
- Screen employees before coming into the retailer:
 - Send home any employee who has any of the following new or worsening signs or symptoms of possible COVID-19:
 - Cough
 - Shortness of breath or difficulty breathing
 - Chills
 - Repeated shaking with chills
 - Muscle pain
 - Headache
 - Sore throat
 - Loss of taste or smell
 - Diarrhea
 - Feeling feverish or a measured temperature greater than or equal to 100.0 degrees Fahrenheit
 - Known close contact with a person who is lab confirmed to have COVID-19
 - Do not allow employees with the new or worsening signs or symptoms listed above to return to work until:
 - In the case of an employee who was diagnosed with COVID-19, the individual may return to work when all three of the following criteria are met: at least 3 days (72 hours) have passed *since recovery* (resolution of fever without the use of fever-reducing medications); and the individual has improvement in respiratory symptoms (e.g., cough, shortness of breath); and at least 7 days have passed *since symptoms first appeared*; or
 - In the case of an employee who has symptoms that could be COVID-19 and does not get evaluated by a medical professional or tested for COVID-19, the individual is assumed to have COVID-19, and the individual may not return to work until the individual has completed the same three-step criteria listed above; or
 - If the employee has symptoms that could be COVID-19 and wants to return to work before completing the above self-isolation period, the individual must obtain a medical professional’s note clearing the individual for return based on an alternative diagnosis.
 - Do not allow an employee with known close contact to a person who is lab-confirmed to have COVID-19 to return to work until the end of the 14 day self-quarantine period from the last date of exposure (with an exception granted for healthcare workers and critical infrastructure workers).
- Have employees wash or sanitize their hands upon entering the retailer.



RETAILERS: Page 3 of 3

- Have employees maintain at least 6 feet separation from other individuals. If such distancing is not feasible, other measures such as face covering, hand hygiene, cough etiquette, cleanliness, and sanitation should be rigorously practiced.
- If an employer provides a meal for employees, employers are recommended to have the meal individually packed for each employee.
- Consistent with the actions taken by many retailers across the state, consider having all employees wear cloth face coverings (over the nose and mouth). If available, employees should consider wearing non-medical grade face masks.

Health protocols for your retail facilities:

- Regularly and frequently clean and disinfect any regularly touched surfaces, such as doorknobs, tables, chairs, and restrooms.
- Disinfect any items that come into contact with customers.
- Make hand sanitizer, disinfecting wipes, soap and water, or similar disinfectant readily available to employees and customers.
- Place readily visible signage at the retailer to remind everyone of best hygiene practices.



CHECKLIST FOR RETAIL CUSTOMERS

Page 1 of 1

In accordance with Governor Abbott's executive order GA-18, the following are the minimum recommended health protocols for all retail customers. These protocols are not a limit on the health protocols that individuals may adopt. Individuals are encouraged to adopt additional protocols consistent with their specific needs and circumstances to help protect the health and safety of all Texans.

The virus that causes COVID-19 can be spread to others by infected persons who have few or no symptoms. Even if an infected person is only mildly ill, the people they spread it to may become seriously ill or even die, especially if that person is 65 or older with pre-existing health conditions that place them at higher risk. Because of the hidden nature of this threat, everyone should rigorously follow the practices specified in these protocols, all of which facilitate a safe and measured reopening of Texas. The virus that causes COVID-19 is still circulating in our communities. We should continue to observe practices that protect everyone, including those who are most vulnerable.

Please note, public health guidance cannot anticipate every unique situation. Individuals should stay informed and take actions based on common sense and wise judgment that will protect health and support economic revitalization.

Health protocols for retail customers:

- Self-screen before going into a retailer for any of the following, and do not go into a retailer with any of the following symptoms:
 - Cough
 - Shortness of breath or difficulty breathing
 - Chills
 - Repeated shaking with chills
 - Muscle pain
 - Headache
 - Sore throat
 - Loss of taste or smell
 - Diarrhea
 - Feeling feverish or a measured temperature greater than or equal to 100.0 degrees Fahrenheit
 - Known close contact with a person who is lab confirmed to have COVID-19
- Wash or disinfect hands upon entering a retailer and after any interaction with employees, other customers, or items in the retailer.
- Maintain at least 6 feet separation from other individuals not within the same household. If such distancing is not feasible, other measures such as face covering, hand hygiene, cough etiquette, cleanliness, and sanitation should be rigorously practiced.
- Wash or sanitize hands after the payment process.
- Consistent with the actions taken by many individuals across the state, consider wearing cloth face coverings (over the nose and mouth) when entering a retailer, or when within 6 feet of another person who is not a member of the individual's household. If available, individuals should consider wearing non-medical grade face masks.



CHECKLIST FOR RESTAURANTS

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As outlined in Governor Abbott's executive order GA-18, restaurants may operate for dine-in service up to 25% of the total listed occupancy of the restaurant, and may not offer valet services except for vehicles with placards or plates for disabled parking. As used in executive order GA-18, this applies only to restaurants that are not required to post the 51% sign required by the Texas Alcoholic Beverage Commission. Restaurants may continue to provide to-go or delivery services.

In accordance with Governor Abbott's executive order GA-18, the following are the minimum recommended health protocols for all restaurants choosing to operate in Texas. Restaurants may adopt additional protocols consistent with their specific needs and circumstances to help protect the health and safety of all employees and customers.

The virus that causes COVID-19 can be spread to others by infected persons who have few or no symptoms. Even if an infected person is only mildly ill, the people they spread it to may become seriously ill or even die, especially if that person is 65 or older with pre-existing health conditions that place them at higher risk. Because of the hidden nature of this threat, everyone should rigorously follow the practices specified in these protocols, all of which facilitate a safe and measured reopening of Texas. The virus that causes COVID-19 is still circulating in our communities. We should continue to observe practices that protect everyone, including those who are most vulnerable.

Please note, public health guidance cannot anticipate every unique situation. Restaurants should stay informed and take actions based on common sense and wise judgment that will protect health and support economic revitalization. Restaurants should also be mindful of federal and state employment laws and workplace safety standards.

Health protocols for serving your customers:

- Parties maintain at least 6 feet distance apart from other parties at all times, including while waiting to be seated in the restaurant.
- Make a hand sanitizing station available upon entry to the restaurant.
- No tables of more than 6 people.
- Dining:
 - Do not leave condiments, silverware, flatware, glassware, or other traditional table top items on an unoccupied table
 - Provide condiments only upon request, and in single use (non-reusable) portions.
 - Use disposable menus (new for each patron)
 - If a buffet is offered, restaurant employees serve the food to customers.
- Contactless payment is encouraged. Where not available, contact should be minimized.



RESTAURANTS: Page 2 of 3

Health protocols for your employees:

- Train all employees on appropriate cleaning and disinfection, hand hygiene, and respiratory etiquette.
 - Screen employees before coming into the restaurant:
 - Send home any employee who has any of the following new or worsening signs or symptoms of possible COVID-19:
 - Cough
 - Shortness of breath or difficulty breathing
 - Chills
 - Repeated shaking with chills
 - Muscle pain
 - Headache
 - Sore throat
 - Loss of taste or smell
 - Diarrhea
 - Feeling feverish or a measured temperature greater than or equal to 100.0 degrees Fahrenheit
 - Known close contact with a person who is lab confirmed to have COVID-19
 - Do not allow employees with the new or worsening signs or symptoms listed above to return to work until:
 - In the case of an employee who was diagnosed with COVID-19, the individual may return to work when all three of the following criteria are met: at least 3 days (72 hours) have passed *since recovery* (resolution of fever without the use of fever-reducing medications); and the individual has improvement in respiratory symptoms (e.g., cough, shortness of breath); and at least 7 days have passed *since symptoms first appeared*; or
 - In the case of an employee who has symptoms that could be COVID-19 and does not get evaluated by a medical professional or tested for COVID-19, the individual is assumed to have COVID-19, and the individual may not return to work until the individual has completed the same three-step criteria listed above; or
 - If the employee has symptoms that could be COVID-19 and wants to return to work before completing the above self-isolation period, the individual must obtain a medical professional's note clearing the individual for return based on an alternative diagnosis.
 - Do not allow an employee with known close contact to a person who is lab-confirmed to have COVID-19 to return to work until the end of the 14 day self-quarantine period from the last date of exposure (with an exception granted for healthcare workers and critical infrastructure workers).
- Have employees wash or sanitize their hands upon entering the restaurant, and between interactions with customers.



RESTAURANTS: Page 3 of 3

- Have employees maintain at least 6 feet separation from other individuals. If such distancing is not feasible, measures such as face covering, hand hygiene, cough etiquette, cleanliness, and sanitation should be rigorously practiced
- Consistent with the actions taken by many restaurants across the state, consider having all employees wear cloth face coverings (over the nose and mouth). If available, employees should consider wearing non-medical grade face masks.

Health protocols for your facilities:

- Consider having an employee manage and control access to the restaurant, including opening doors to prevent patrons from touching door handles.
- Regularly and frequently clean and disinfect any regularly touched surfaces, such as doorknobs, tables, and chairs.
- Regularly and frequently clean restrooms, and document the cleanings.
- Disinfect any items that come into contact with customers.
- Make hand sanitizer, disinfecting wipes, soap and water, or similar disinfectant readily available to employees and customers.
- Place readily visible signage at the restaurant to remind everyone of best hygiene practices.
- Clean and disinfect the area used for dining (table, etc.) after each group of customers depart, including the disinfecting of tables, chairs, stalls, and countertops.
- Clean and sanitize restaurants daily.



CHECKLIST FOR RESTAURANT CUSTOMERS

Page 1 of 1

In accordance with Governor Abbott's executive order GA-18, the following are the minimum recommended health protocols for all restaurant customers in Texas. These minimum health protocols are not a limit on the health protocols that individuals may adopt. Individuals are encouraged to adopt additional protocols consistent with their specific needs and circumstances to help protect the health and safety of all Texans.

The virus that causes COVID-19 can be spread to others by infected persons who have few or no symptoms. Even if an infected person is only mildly ill, the people they spread it to may become seriously ill or even die, especially if that person is 65 or older with pre-existing health conditions that place them at higher risk. Because of the hidden nature of this threat, everyone should rigorously follow the practices specified in these protocols, all of which facilitate a safe and measured reopening of Texas. The virus that causes COVID-19 is still circulating in our communities. We should continue to observe practices that protect everyone, including those who are most vulnerable.

Please note, public health guidance cannot anticipate every unique situation. Individuals should stay informed and take actions based on common sense and wise judgment that will protect health and support economic revitalization.

Health protocols for restaurant customers:

- Maintain at least 6 feet separation from other individuals not within the same party. If such distancing is not feasible, other measures such as face covering when not sitting at the table, hand hygiene, cough etiquette, cleanliness, and sanitation should be rigorously practiced.
- Self-screen before going into a restaurant for any of the following new or worsening signs or symptoms of possible COVID-19:
 - Cough
 - Shortness of breath or difficulty breathing
 - Chills
 - Repeated shaking with chills
 - Muscle pain
 - Headache
 - Sore throat
 - Loss of taste or smell
 - Diarrhea
 - Feeling feverish or a measured temperature greater than or equal to 100.0 degrees Fahrenheit
 - Known close contact with a person who is lab confirmed to have COVID-19
- Wash or disinfect hands upon entering a restaurant and after any interaction with employees, other customers, or items in the restaurant.
- No tables of more than 6 people.
- Customers should wash or sanitize their hands after the payment process.
- Consistent with the actions taken by many individuals across the state, consider wearing cloth face coverings (over the nose and mouth) when not at the table, or when within 6 feet of another person who is not a member of the individual's household. If available, individuals should consider wearing non-medical grade face masks.



CHECKLIST FOR MOVIE THEATERS

Page 1 of 3

As outlined in Governor Abbott's executive order GA-18, movie theaters may operate up to 25% of the total listed occupancy of any individual theater for any screening.

In accordance with Governor Abbott's executive order GA-18, the following are the minimum recommended health protocols for all movie theaters choosing to operate in Texas. Movie theaters may adopt additional protocols consistent with their specific needs and circumstances to help protect the health and safety of all employees and customers.

The virus that causes COVID-19 can be spread to others by infected persons who have few or no symptoms. Even if an infected person is only mildly ill, the people they spread it to may become seriously ill or even die, especially if that person is 65 or older with pre-existing health conditions that place them at higher risk. Because of the hidden nature of this threat, everyone should rigorously follow the practices specified in these protocols, all of which facilitate a safe and measured reopening of Texas. The virus that causes COVID-19 is still circulating in our communities. We should continue to observe practices that protect everyone, including those who are most vulnerable.

Please note, public health guidance cannot anticipate every unique situation. Movie theaters should stay informed and take actions based on common sense and wise judgment that will protect health and support economic revitalization. Movie theaters should also be mindful of federal and state employment laws and workplace safety standards.

Health protocols for serving your customers:

- Movie theaters are encouraged to utilize remote ticketing options to help manage capacity limitations.
- Ensure proper spacing between patrons in the movie theater:
 - Keep at least two empty seats (or six feet separation) between parties in any row, except as follows:
 - Two or more members of the same household can sit adjacent to one another, with two seats (or six feet separation) empty on either side.
 - Two individuals who are not members of the same household but who are attending together can sit adjacent to one another, with two seats (or six feet separation) empty on either side.
 - Alternate rows between customers (every other row left empty).
 - Disinfect seats and frequently touched areas between screenings.
- For movie theaters providing food service to patrons:
 - Do not leave condiments, silverware, flatware, glassware, or other traditional table top items on an unoccupied table.



MOVIE THEATERS: Page 2 of 3

- Provide condiments only upon request, and in single use (non-reusable) portions.
- Clean and disinfect the area used for dining (table, etc.) after each group of customers depart the theater.
- Use disposable menus (new for each patron).
- If the theater allows customers to write down their food orders inside the theater, provide take-home pencils and notepads that cannot be used by other customers.
- Have wait staff sanitize or wash hands between interactions with customers.
- Movie theaters with counter food service for patrons:
 - Provide condiments or flatware only in single use, individually-wrapped items, and provide condiments only upon request.
 - Have employees follow proper food-handling protocols.
 - Disinfect any items that come into contact with customers.
- Contactless payment is encouraged. Where not available, contact should be minimized.

Health protocols for your theater employees:

- Train all employees on appropriate cleaning and disinfection, hand hygiene, and respiratory etiquette.
- Screen employees before coming into the movie theater:
 - Send home any employee who has any of the following new or worsening signs or symptoms of possible COVID-19:

– Cough	– Sore throat
– Shortness of breath or difficulty breathing	– Loss of taste or smell
– Chills	– Diarrhea
– Repeated shaking with chills	– Feeling feverish or a measured temperature greater than or equal to 100.0 degrees Fahrenheit
– Muscle pain	– Known close contact with a person who is lab confirmed to have COVID-19
– Headache	
 - Do not allow employees with the new or worsening signs or symptoms listed above to return to work until:
 - In the case of an employee who was diagnosed with COVID-19, the individual may return to work when all three of the following criteria are met: at least 3 days (72 hours) have passed



MOVIE THEATERS: Page 3 of 3

since recovery (resolution of fever without the use of fever-reducing medications); and the individual has improvement in respiratory symptoms (e.g., cough, shortness of breath); and at least 7 days have passed *since symptoms first appeared*; or

- In the case of an employee who has symptoms that could be COVID-19 and does not get evaluated by a medical professional or tested for COVID-19, the individual is assumed to have COVID-19, and the individual may not return to work until the individual has completed the same three-step criteria listed above; or
- If the employee has symptoms that could be COVID-19 and wants to return to work before completing the above self-isolation period, the individual must obtain a medical professional’s note clearing the individual for return based on an alternative diagnosis.

- Do not allow an employee with known close contact to a person who is lab-confirmed to have COVID-19 to return to work until the end of the 14 day self-quarantine period from the last date of exposure (with an exception granted for healthcare workers and critical infrastructure workers).
- Have employees wash or sanitize their hands upon entering the movie theater, and between interactions with customers.
- Have employees maintain at least 6 feet separation from other individuals. If such distancing is not feasible, other measures such as face covering, hand hygiene, cough etiquette, cleanliness, and sanitation should be rigorously practiced.
- If an employer provides a meal for employees, employers are recommended to have the meal individually packed for each employee.
- Consistent with the actions taken by many businesses across the state, consider having all employees wear cloth face coverings (over the nose and mouth). If available, employees should consider wearing non-medical grade face masks.

Health protocols for your theater facilities:

- Regularly and frequently clean and disinfect any regularly touched surfaces, such as doorknobs, tables, chairs, and restrooms.
- Disinfect any items that come into contact with customers.
- Make hand sanitizer, disinfecting wipes, soap and water, or similar disinfectant readily available to employees and customers.
- Place readily visible signage at the movie theater to remind everyone of best hygiene practices.
- Clean and disinfect the area used for dining (table, etc.) after each group of customers depart, including the disinfecting of tables, chairs, stalls, and countertops.



CHECKLIST FOR MOVIE THEATER CUSTOMERS

Page 1 of 1

In accordance with Governor Abbott's executive order GA-18, the following are the minimum recommended health protocols for all movie theater customers. These minimum health protocols are not a limit on the health protocols that individuals may adopt. Individuals are encouraged to adopt additional protocols consistent with their specific needs and circumstances to help protect the health and safety of all Texans.

The virus that causes COVID-19 can be spread to others by infected persons who have few or no symptoms. Even if an infected person is only mildly ill, the people they spread it to may become seriously ill or even die, especially if that person is 65 or older with pre-existing health conditions that place them at higher risk. Because of the hidden nature of this threat, everyone should rigorously follow the practices specified in these protocols, all of which facilitate a safe and measured reopening of Texas. The virus that causes COVID-19 is still circulating in our communities. We should continue to observe practices that protect everyone, including those who are most vulnerable.

Please note, public health guidance cannot anticipate every unique situation. Individuals should stay informed and take actions based on common sense and wise judgment that will protect health and support economic revitalization.

Health protocols for theater customers:

- Maintain at least 6 feet separation from other individuals who are not attending the movie together. If such distancing is not feasible, other measures such as face covering, hand hygiene, cough etiquette, cleanliness, and sanitation should be rigorously practiced.
- Self-screen before going into a movie theater for any of the following new or worsening signs or symptoms of possible COVID-19:
 - Cough
 - Shortness of breath or difficulty breathing
 - Chills
 - Repeated shaking with chills
 - Muscle pain
 - Headache
 - Sore throat
 - Loss of taste or smell
 - Diarrhea
 - Feeling feverish or a measured temperature greater than or equal to 100.0 degrees Fahrenheit
 - Known close contact with a person who is lab confirmed to have COVID-19
- Wash or disinfect hands upon entering a movie theater and after any interaction with employees, other customers, or items in the movie theater.
- Consistent with the actions taken by many individuals across the state, consider wearing cloth face coverings (over the nose and mouth) when entering a movie theater, or when within 6 feet of another person who is not a member of the individual's household. If available, individuals should consider wearing non-medical grade face masks.
- Wash or sanitize hands after the payment process.



CHECKLIST FOR MUSEUMS AND LIBRARIES

Page 1 of 2

As outlined in Governor Abbott’s executive order GA-18, museums and libraries may operate up to 25% of the total listed occupancy, and must close any components of the museum or library that have interactive functions or exhibits, including child play areas. Local public museums and libraries may operate only if permitted by the local government.

In accordance with Governor Abbott’s executive order GA-18, the following are the minimum recommended health protocols for all museums and libraries choosing to operate in Texas. Museums and libraries may adopt additional protocols consistent with their specific needs and circumstances to help protect the health and safety of all employees and customers.

The virus that causes COVID-19 can be spread to others by infected persons who have few or no symptoms. Even if an infected person is only mildly ill, the people they spread it to may become seriously ill or even die, especially if that person is 65 or older with pre-existing health conditions that place them at higher risk. Because of the hidden nature of this threat, everyone should rigorously follow the practices specified in these protocols, all of which facilitate a safe and measured reopening of Texas. The virus that causes COVID-19 is still circulating in our communities. We should continue to observe practices that protect everyone, including those who are most vulnerable.

Please note, public health guidance cannot anticipate every unique situation. Museums and libraries should stay informed and take actions based on common sense and wise judgment that will protect health and support economic revitalization. Museums and libraries should also be mindful of federal and state employment laws and workplace safety standards.

Health protocols for your employees:

- Train all employees on appropriate cleaning and disinfection, hand hygiene, and respiratory etiquette.
- Screen employees before coming into the museum or library:
 - Send home any employee who has any of the following new or worsening signs or symptoms of possible COVID-19:

– Cough	– Sore throat
– Shortness of breath or difficulty breathing	– Loss of taste or smell
– Chills	– Diarrhea
– Repeated shaking with chills	– Feeling feverish or a measured temperature greater than or equal to 100.0 degrees Fahrenheit
– Muscle pain	– Known close contact with a person who is lab confirmed to have COVID-19
– Headache	
 - Do not allow employees with the new or worsening signs or symptoms listed above to return to work until:
 - In the case of an employee who was diagnosed with COVID-19, the individual may return to



MUSEUMS AND LIBRARIES: Page 2 of 2

work when all three of the following criteria are met: at least 3 days (72 hours) have passed *since recovery* (resolution of fever without the use of fever-reducing medications); and the individual has improvement in respiratory symptoms (e.g., cough, shortness of breath); and at least 7 days have passed *since symptoms first appeared*; or

- In the case of an employee who has symptoms that could be COVID-19 and does not get evaluated by a medical professional or tested for COVID-19, the individual is assumed to have COVID-19, and the individual may not return to work until the individual has completed the same three-step criteria listed above; or
- If the employee has symptoms that could be COVID-19 and wants to return to work before completing the above self-isolation period, the individual must obtain a medical professional's note clearing the individual for return based on an alternative diagnosis.

- Do not allow an employee with known close contact to a person who is lab-confirmed to have COVID-19 to return to work until the end of the 14 day self-quarantine period from the last date of exposure (with an exception granted for healthcare workers and critical infrastructure workers).
- Have employees wash or sanitize their hands upon entering the museum or library, and between interactions with visitors.
- Have employees maintain at least 6 feet separation from other individuals. If such distancing is not feasible, measures such as face covering, hand hygiene, cough etiquette, cleanliness, and sanitation should be rigorously practiced
- If an employer provides a meal for employees, employers are recommended to have the meal individually packed for each employee.
- Consistent with the actions taken by many businesses across the state, consider having all employees wear cloth face coverings (over the nose and mouth). If available, employees should consider wearing non-medical grade face masks.

Health protocols for your facilities:

- Regularly and frequently clean and disinfect any regularly touched surfaces, such as doorknobs, tables, chairs, and restrooms.
- Disinfect any items that come into contact with visitors.
- Make hand sanitizer, disinfecting wipes, soap and water, or similar disinfectant readily available to employees and visitors.
- Place readily visible signage at the facility to remind everyone of best hygiene practices.



CHECKLIST FOR ALL MUSEUM AND LIBRARY VISITORS Page 1 of 1

In accordance with Governor Abbott's executive order GA-18, the following are the minimum recommended health protocols for all museum and library visitors in Texas. These minimum health protocols are not a limit on the health protocols that individuals may adopt. Individuals are encouraged to adopt additional protocols consistent with their specific needs and circumstances to help protect the health and safety of all Texans.

The virus that causes COVID-19 can be spread to others by infected persons who have few or no symptoms. Even if an infected person is only mildly ill, the people they spread it to may become seriously ill or even die, especially if that person is 65 or older with pre-existing health conditions that place them at higher risk. Because of the hidden nature of this threat, everyone should rigorously follow the practices specified in these protocols, all of which facilitate a safe and measured reopening of Texas. The virus that causes COVID-19 is still circulating in our communities. We should continue to observe practices that protect everyone, including those who are most vulnerable.

Please note, public health guidance cannot anticipate every unique situation. Individuals should stay informed and take actions based on common sense and wise judgment that will protect health and support economic revitalization.

Health protocols for museum and library visitors:

- Maintain at least 6 feet separation from other individuals not attending the museum or library together. If such distancing is not feasible, other measures such as face covering, hand hygiene, cough etiquette, cleanliness, and sanitation should be rigorously practiced.
- Self-screen before going into a museum or library for any of the following, new or worsening signs or symptoms of possible COVID-19:
 - Cough
 - Shortness of breath or difficulty breathing
 - Chills
 - Repeated shaking with chills
 - Muscle pain
 - Headache
 - Sore throat
 - Loss of taste or smell
 - Diarrhea
 - Feeling feverish or a measured temperature greater than or equal to 100.0 degrees Fahrenheit.
 - Known close contact with a person who is lab confirmed to have COVID-19
- Wash or disinfect hands upon entering a museum or library and after any interaction with employees, other visitors, or items in the museum or library.
- Consistent with the actions taken by many individuals across the state, consider wearing cloth face coverings (over the nose and mouth) when entering a museum or library, or when within 6 feet of another person who is not a member of the individual's household. If available, individuals should consider wearing non-medical grade face masks.



CHECKLIST FOR OUTDOOR SPORTS PARTICIPANTS

As outlined in Governor Abbott’s executive order GA-18, individuals may engage in outdoor sports, provided that the sports do not include contact with other participants, and no more than four participants play the sport at any time. Please note, under executive order GA-18, individuals shall avoid public swimming pools.

In accordance with Governor Abbott’s executive order GA-18, the following are the minimum recommended health protocols for all individuals engaging in outdoor sports in Texas. These minimum health protocols are not a limit on the health protocols that individuals may adopt. Individuals are encouraged to adopt additional protocols consistent with their specific needs and circumstances to help protect the health and safety of all Texans.

The virus that causes COVID-19 can be spread to others by infected persons who have few or no symptoms. Even if an infected person is only mildly ill, the people they spread it to may become seriously ill or even die, especially if that person is 65 or older with pre-existing health conditions that place them at higher risk. Because of the hidden nature of this threat, everyone should rigorously follow the practices specified in these protocols, all of which facilitate a safe and measured reopening of Texas. The virus that causes COVID-19 is still circulating in our communities. We should continue to observe practices that protect everyone, including those who are most vulnerable.

Please note, public health guidance cannot anticipate every unique situation. Individuals should stay informed and take actions based on common sense and wise judgment that will protect health and support economic revitalization.

Health protocols for outdoor sports participants:

- Self-screen before playing in an outdoor sport for any of the following, new or worsening signs or symptoms of possible COVID-19:
 - Cough
 - Shortness of breath or difficulty breathing
 - Chills
 - Repeated shaking with chills
 - Muscle pain
 - Headache
 - Sore throat
 - Loss of taste or smell
 - Diarrhea
 - Feeling feverish or a measured temperature greater than or equal to 100.0 degrees Fahrenheit
 - Known close contact with a person who is lab confirmed to have COVID-19
- Special consideration for golf courses:
 - Clean and sanitize golf carts and push carts between uses.
 - Except for members of the same household, no more than one individual per golf cart.
 - Clean and disinfect driving range golf balls between use.
 - Ensure separation of at least 6 feet between golfers on the driving range.



CHECKLIST FOR CHURCHES/PLACES OF WORSHIP

Page 1 of 3

The Office of the Attorney General and the Office of the Governor have been providing joint guidance regarding the effect of executive orders on religious services conducted in churches, congregations, and places of worship. Below is an excerpt from the joint guidance for executive order GA-18, issued on April 27, 2020. The same minimum standard health protocols would apply to funeral services, burials, and memorials.

In accordance with Governor Abbott's executive order GA-18, the following are the minimum recommended health protocols for all churches, congregations, and places of worship in Texas. Churches, congregations, and places of worship may adopt additional protocols consistent with their specific needs and circumstances to help protect the health and safety of all Texans. The same minimum standard health protocols would apply to funeral services, burials, and memorials.

We know now that the virus that causes COVID-19 can be spread to others by infected persons who have few or no symptoms. Even if an infected person is only mildly ill, the people they spread it to may become seriously ill or even die, especially if that person is 65 or older with pre-existing health conditions that place them at higher risk. Because of the hidden nature of this threat, everyone should rigorously follow the practices specified in these protocols, all of which facilitate a safe and measured reopening of Texas. The virus that causes COVID-19 is still circulating in our communities. We should continue to observe practices that protect everyone, including those who are most vulnerable.

Please note, public health guidance cannot anticipate every unique situation. Churches, congregations, and places of worship should stay informed and take actions based on common sense and wise judgment that will protect health and support economic revitalization. Churches, congregations, and places of worship should also be mindful of federal and state employment laws and workplace safety standards.

Health protocols for serving your attendees:

- Strongly encourage the at-risk population² to watch or participate in the service remotely.
- Designate an area inside the facility reserved for the at-risk population, or offer a service for at-risk population attendees only.
- Ensure proper spacing between attendees:
 - Keep at least two empty seats (or six feet separation) between parties in any row, except as follows:
 - Two or more members of the same household can sit adjacent to one another, with two seats (or six feet separation) empty on either side.

² At-risk population are those who are 65 or older, especially those with chronic lung disease; moderate to severe asthma; chronic heart disease; severe obesity; diabetes; chronic kidney disease undergoing dialysis; liver disease; or weakened immune system



CHURCHES/PLACES OF WORSHIP: Page 2 of 3

- Two individuals who are not members of the same household but who are attending together can sit adjacent to one another, with two seats (or six feet separation) empty on either side.
- Alternate rows between attendees (every other row left empty).

Health protocols for your employees and volunteers:

- Train all employees and volunteers on appropriate cleaning and disinfection, hand hygiene, and respiratory etiquette.
- Screen employees and volunteers before coming into the church, congregation, or place of worship:
 - Send home any employee or volunteer who has any of the following new or worsening signs or symptoms of possible COVID-19:

- Cough	- Sore throat
- Shortness of breath or difficulty breathing	- Loss of taste or smell
- Chills	- Diarrhea
- Repeated shaking with chills	- Feeling feverish or a measured temperature greater than or equal to 100.0 degrees Fahrenheit
- Muscle pain	- Known close contact with a person who is lab confirmed to have COVID-19
- Headache	
 - Do not allow employees or volunteers with the new or worsening signs or symptoms listed above to return to work until:
 - In the case of an employee or volunteer who was diagnosed with COVID-19, the individual may return to work when all three of the following criteria are met: at least 3 days (72 hours) have passed *since recovery* (resolution of fever without the use of fever-reducing medications); and the individual has improvement in respiratory symptoms (e.g., cough, shortness of breath); and at least 7 days have passed *since symptoms first appeared*; or
 - In the case of an employee or volunteer who has symptoms that could be COVID-19 and does not get evaluated by a medical professional or tested for COVID-19, the individual is assumed to have COVID-19, and the individual may not return to work until the individual has completed the same three-step criteria listed above; or
 - If the employee or volunteer has symptoms that could be COVID-19 and wants to return to work before completing the above self-isolation period, the individual must obtain a medical professional's note clearing the individual for return based on an alternative diagnosis.



CHURCHES/PLACES OF WORSHIP: Page 3 of 3

- Do not allow an employee or volunteer with known close contact to a person who is lab-confirmed to have COVID-19 to return to work until the end of the 14 day self-quarantine period from the last date of exposure (with an exception granted for healthcare workers and critical infrastructure workers).
- Have employees or volunteers wash or sanitize their hands upon entering.
- Have employees or volunteers maintain at least 6 feet separation from other individuals. If such distancing is not feasible, then other measures including face covering, hand hygiene, cough etiquette, cleanliness, and sanitation should be rigorously practiced.
- Consistent with the actions taken by many churches, congregations, and places of worship across the state, consider having employees, volunteers, and attendees wear cloth face coverings (over the nose and mouth). If available, they should consider wearing non-medical grade face masks.

Health protocols for your facilities:

- Regularly and frequently clean and disinfect any regularly touched surfaces, such as doorknobs, tables, chairs, and restrooms.
- Disinfect seats between services.
- Disinfect any items that come into contact with attendees.
- Make hand sanitizer, disinfecting wipes, soap and water, or similar disinfectant readily available.
- Place readily visible signage to remind everyone of best hygiene practices.
- If a church or place of worship provides meals for employees, volunteers, or attendees, they are recommended to have the meals individually packed for each employee, volunteer, or attendee.
- Maintain rigorous sanitation practices like disinfection, handwashing, and cleanliness when preparing or serving anything edible.



CHECKLIST FOR SINGLE-PERSON OFFICES

Page 1 of 2

As outlined in Governor Abbott’s executive order GA-18, services provided by an individual working alone in an office may operate.

In accordance with Governor Abbott’s executive order GA-18, the following are the minimum recommended health protocols for all single-person offices. Employers may adopt additional protocols consistent with their specific needs and circumstances to help protect the health and safety of all employees and customers.

The virus that causes COVID-19 can be spread to others by infected persons who have few or no symptoms. Even if an infected person is only mildly ill, the people they spread it to may become seriously ill or even die, especially if that person is 65 or older with pre-existing health conditions that place them at higher risk. Because of the hidden nature of this threat, everyone should rigorously follow the practices specified in these protocols, all of which facilitate a safe and measured reopening of Texas. The virus that causes COVID-19 is still circulating in our communities. We should continue to observe practices that protect everyone, including those who are most vulnerable.

Please note, public health guidance cannot anticipate every unique situation. Businesses should stay informed and take actions based on common sense and wise judgment that will protect health and support economic revitalization. Businesses should also be mindful of federal and state employment laws and workplace safety standards.

Health protocols for single-person offices:

- Be trained on all appropriate cleaning and disinfection, hand hygiene, and respiratory etiquette.
- Self-screen before coming into the office:
 - Do not go into the office with new or worsening signs or symptoms of possible COVID-19:
 - Cough
 - Shortness of breath or difficulty breathing
 - Chills
 - Repeated shaking with chills
 - Muscle pain
 - Headache
 - Sore throat
 - Loss of taste or smell
 - Diarrhea
 - Feeling feverish or a measured temperature greater than or equal to 100.0 degrees Fahrenheit
 - Known close contact with a person who is lab confirmed to have COVID-19
 - Do not allow employees with the new or worsening signs or symptoms listed above to return to work until:

In the case of an employee who was diagnosed with COVID-19, the individual may return to work when all three of the following criteria are met: at least 3 days (72 hours) have passed *since recovery* (resolution of fever without the use of fever-reducing medications); and the individual has improvement in respiratory symptoms (e.g., cough, shortness of breath); and at least 7 days have passed *since symptoms first appeared*; or



SINGLE-PERSON OFFICES: Page 2 of 2

- In the case of an employee who has symptoms that could be COVID-19 and does not get evaluated by a medical professional or tested for COVID-19, the individual is assumed to have COVID-19, and the individual may not return to work until the individual has completed the same three-step criteria listed above; or
 - If the employee has symptoms that could be COVID-19 and wants to return to work before completing the above self-isolation period, the individual must obtain a medical professional’s note clearing the individual for return based on an alternative diagnosis.
- Do not allow an employee with known close contact to a person who is lab-confirmed to have COVID-19 to return to work until the end of the 14 day self-quarantine period from the last date of exposure (with an exception granted for healthcare workers and critical infrastructure workers).
- Wash or sanitize their hands upon entering the business.
- Maintain at least 6 feet separation from other individuals. If such distancing is not feasible, other measures such as face covering, hand hygiene, cough etiquette, cleanliness, and sanitation should be rigorously practiced.
- Consistent with the actions taken by many businesses across the state, consider wearing a cloth face covering (over the nose and mouth) upon entering the premises and when using common areas, including elevators, restrooms, break rooms, or stairs. If available, you should consider wearing non-medical grade face masks.

Health protocols for your facilities:

- Regularly and frequently clean and disinfect any regularly touched surfaces, such as doorknobs, tables, chairs, and restrooms.
- Disinfect any items that come into contact with customers.
- Make hand sanitizer, disinfecting wipes, soap and water, or similar disinfectant readily available to employees and customers.
- Place readily visible signage at the business to remind everyone of best hygiene practices.

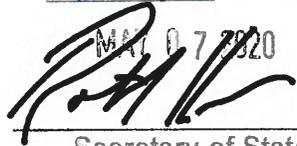


GOVERNOR GREG ABBOTT

May 7, 2020

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
7:55AM O'CLOCK

The Honorable Ruth R. Hughs
Secretary of State
State Capitol Room 1E.8
Austin, Texas 78701

MAY 07 2020

Secretary of State

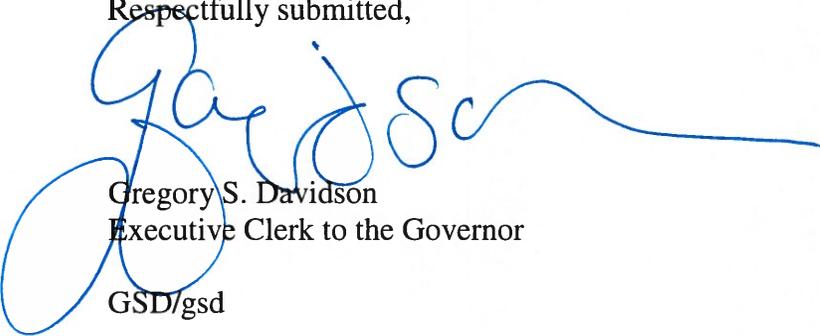
Dear Secretary Hughs:

Pursuant to his powers as Governor of the State of Texas, Greg Abbott has issued the following:

Executive Order No. GA-22 relating to confinement during the COVID-19 disaster.

The original executive order is attached to this letter of transmittal.

Respectfully submitted,


Gregory S. Davidson
Executive Clerk to the Governor

GSD/gsd

Attachment

Executive Order

BY THE
GOVERNOR OF THE STATE OF TEXAS

Executive Department
Austin, Texas
May 7, 2020

EXECUTIVE ORDER
GA 22

Relating to confinement during the COVID-19 disaster.

WHEREAS, I, Greg Abbott, Governor of Texas, issued a disaster proclamation on March 13, 2020, certifying under Section 418.014 of the Texas Government Code that the novel coronavirus (COVID-19) poses an imminent threat of disaster for all counties in the State of Texas; and

WHEREAS, on April 12, 2020, I issued a proclamation renewing the disaster declaration for all counties in Texas; and

WHEREAS, I have issued executive orders and suspensions of Texas laws in response to COVID-19, aimed at protecting the health and safety of Texans and ensuring an effective response to this disaster; and

WHEREAS, effective April 2, 2020, Executive Order GA-14 mandated certain social-distancing restrictions and other obligations for Texans that were aimed at slowing the spread of COVID-19; and

WHEREAS, on May 5, 2020, I issued Executive Order GA-21 to expand the services reopened in Texas to include cosmetology salons, hair salons, barber shops, nail salons/shops, and other establishments where licensed cosmetologists or barbers practice their trade; and

WHEREAS, in coping with the COVID-19 disaster, and especially as services are being reopened in Texas in a safe, strategic manner, government officials should look for the least restrictive means of combatting the threat to public health; and

WHEREAS, the “governor is responsible for meeting ... the dangers to the state and people presented by disasters” under Section 418.011 of the Texas Government Code, and the legislature has given the governor broad authority to fulfill that responsibility; and

WHEREAS, under Section 418.012, the “governor may issue executive orders ... hav[ing] the force and effect of law;” and

WHEREAS, under Section 418.017(a), the “governor may use all available resources of state government and of political subdivisions that are reasonably necessary to cope with a disaster.”

NOW, THEREFORE, I, Greg Abbott, Governor of Texas, by virtue of the power and

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SECRETARY OF STATE
7:55AM O'CLOCK

MAY 07 2020

authority vested in me by the Constitution and laws of the State of Texas, do hereby order the following on a statewide basis effective immediately:

Executive Order GA-21, as it pertains to cosmetology salons, hair salons, barber shops, nail salons/shops, and other establishments where licensed cosmetologists or barbers practice their trade, is hereby amended to immediately reopen, retroactive to April 2, 2020, such salons, shops, and establishments to the extent necessary to supersede and nullify the existence of any prior or existing state or local executive order, the violation of which could form the basis for confinement in jail. To the extent any order issued by local officials in response to COVID-19 would allow confinement in jail of a person inconsistent with Executive Order GA-21 or this executive order, that order is hereby superseded retroactive to April 2, 2020.

All existing executive orders relating to COVID-19 are hereby amended to eliminate confinement in jail as an available penalty for any violation of the executive orders. No jurisdiction can confine a person in jail as a penalty for violating any executive order, or any order issued by local officials, in response to the COVID-19 disaster. To the extent any order issued by local officials in response to the COVID-19 disaster would allow confinement in jail, that order is hereby superseded, and I hereby suspend all relevant laws to the extent necessary to ensure that local officials do not confine people in jail for violating any order issued in response to the COVID-19 disaster. This amendment and suspension operates retroactively to April 2, 2020, and supersedes any contrary local or state order.

This executive order shall remain in effect and in full force until modified, amended, rescinded, or superseded by the governor.



Given under my hand this the 7th
day of May, 2020.

A handwritten signature in black ink that reads "Greg Abbott".

GREG ABBOTT
Governor

ATTESTED BY:

A handwritten signature in black ink that reads "Ruth R. Hughs".

RUTH R. HUGHS
Secretary of State

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
7:55 AM O'CLOCK

MAY 07 2020

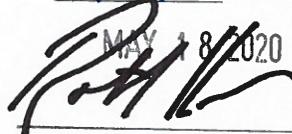


GOVERNOR GREG ABBOTT

May 18, 2020

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
1:30PM O'CLOCK

The Honorable Ruth R. Hughs
Secretary of State
State Capitol Room 1E.8
Austin, Texas 78701

MAY 18 2020

Secretary of State

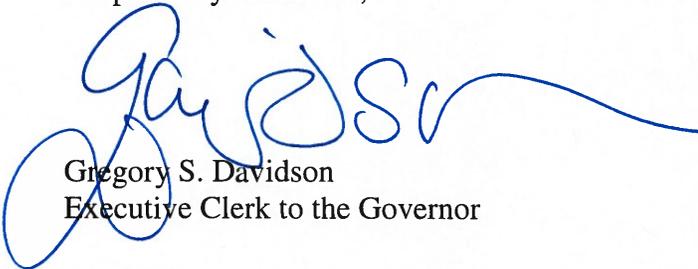
Dear Secretary Hughs:

Pursuant to his powers as Governor of the State of Texas, Greg Abbott has issued the following:

Executive Order No. GA-23 relating to the expanded opening of Texas in
response to the COVID-19 disaster.

The original executive order is attached to this letter of transmittal.

Respectfully submitted,


Gregory S. Davidson
Executive Clerk to the Governor

GSD/gsd

Attachment

Executive Order

BY THE
GOVERNOR OF THE STATE OF TEXAS

Executive Department
Austin, Texas
May 18, 2020

EXECUTIVE ORDER GA 23

Relating to the expanded opening of Texas in response to the COVID-19 disaster.

WHEREAS, I, Greg Abbott, Governor of Texas, issued a disaster proclamation on March 13, 2020, certifying under Section 418.014 of the Texas Government Code that the novel coronavirus (COVID-19) poses an imminent threat of disaster for all counties in the State of Texas; and

WHEREAS, I issued proclamations renewing the disaster declaration for all counties in Texas on April 12 and May 12, 2020; and

WHEREAS, the Commissioner of the Texas Department of State Health Services (DSHS), Dr. John Hellerstedt, has determined on March 19, April 17, and May 15, 2020, that COVID-19 represents a public health disaster within the meaning of Chapter 81 of the Texas Health and Safety Code; and

WHEREAS, I have issued executive orders and suspensions of Texas laws in response to COVID-19, aimed at protecting the health and safety of Texans and ensuring an effective response to this disaster; and

WHEREAS, I issued Executive Order GA-08 on March 19, 2020, mandating certain obligations for Texans in accordance with the President's Coronavirus Guidelines for America, as promulgated by President Donald J. Trump and the Centers for Disease Control and Prevention (CDC) on March 16, 2020, which called upon Americans to take actions to slow the spread of COVID-19 for 15 days; and

WHEREAS, I issued Executive Order GA-14 on March 31, 2020, based on the President's announcement that the restrictive Guidelines should extend through April 30, 2020, in light of advice from Dr. Anthony Fauci and Dr. Deborah Birx, and also based on guidance by DSHS Commissioner Dr. Hellerstedt and Dr. Birx that the spread of COVID-19 can be reduced by minimizing social gatherings; and

WHEREAS, Executive Order GA-14 superseded Executive Order GA-08 and expanded the social-distancing restrictions and other obligations for Texans, aimed at slowing the spread of COVID-19 and protecting public health and safety; and

WHEREAS, after more than two weeks of having in effect the heightened restrictions like those required by Executive Order GA-14, which had saved lives, it was clear that the disease still presented a serious threat across Texas that could persist in certain areas, but also that COVID-19 had wrought havoc on many Texas businesses and workers affected by the restrictions that were necessary to protect human life; and

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WHEREAS, on April 17, 2020, I therefore issued Executive Order GA-17, creating the Governor's Strike Force to Open Texas to study and make recommendations on safely and strategically restarting and revitalizing all aspects of the Lone Star State—work, school, entertainment, and culture; and

WHEREAS, also on April 17, 2020, I issued Executive Order GA-16 to generally continue through April 30, 2020, the same social-distancing restrictions and other obligations for Texans according to federal guidelines, but also to offer a safe, strategic first step to Open Texas; and

WHEREAS, I subsequently issued Executive Orders GA-18 and GA-21 on April 27 and May 5, 2020, respectively, to expand the services that are reopened in Texas; and

WHEREAS, as normal business operations resume, everyone must act safely, and to that end Executive Orders GA-18 and GA-21, as well as this executive order, provide that all persons should follow the health protocols recommended by DSHS, which whenever achieved will mean compliance with the minimum standards for safely reopening, but which should not be used to fault those who act in good faith but can only substantially comply with the standards in light of scarce resources and other extenuating COVID-19 circumstances; and

WHEREAS, in coping with the COVID-19 disaster, and especially as services are being reopened in Texas, government officials should look for the least restrictive means of combatting the threat to public health; and

WHEREAS, on May 7, 2020, I issued Executive Order GA-22 to remove confinement in jail as an available penalty for non-compliance with any state or local executive order issued in response to COVID-19; and

WHEREAS, Texas must continue to protect lives while restoring livelihoods, both of which can be achieved with the expert advice of medical professionals and business leaders; and

WHEREAS, the “governor is responsible for meeting ... the dangers to the state and people presented by disasters” under Section 418.011 of the Texas Government Code, and the legislature has given the governor broad authority to fulfill that responsibility; and

WHEREAS, under Section 418.012, the “governor may issue executive orders ... hav[ing] the force and effect of law;” and

WHEREAS, under Section 418.016(a), the “governor may suspend the provisions of any regulatory statute prescribing the procedures for conduct of state business ... if strict compliance with the provisions ... would in any way prevent, hinder, or delay necessary action in coping with a disaster;” and

WHEREAS, under Section 418.017(a), the “governor may use all available resources of state government and of political subdivisions that are reasonably necessary to cope with a disaster;” and

WHEREAS, under Section 418.018(c), the “governor may control ingress and egress to and from a disaster area and the movement of persons and the occupancy of premises in the area;” and

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MAY 18 2020

WHEREAS, failure to comply with any executive order issued during the COVID-19 disaster is an offense punishable under Section 418.173 by a fine not to exceed \$1,000, and may be subject to regulatory enforcement;

NOW, THEREFORE, I, Greg Abbott, Governor of Texas, by virtue of the power and authority vested in me by the Constitution and laws of the State of Texas, do hereby order the following on a statewide basis effective immediately, and continuing through June 3, 2020, subject to extension based on the status of COVID-19 in Texas and the recommendations of the Governor's Strike Force to Open Texas, the White House Coronavirus Task Force, and the CDC:

In accordance with guidance from DSHS Commissioner Dr. Hellerstedt, and to achieve the goals established by the President to reduce the spread of COVID-19, every person in Texas shall, except where necessary to provide or obtain Covered Services, minimize social gatherings and minimize in-person contact with people who are not in the same household. People over the age of 65, however, are strongly encouraged to stay at home as much as possible; to maintain appropriate distance from any member of the household who has been out of the residence in the previous 14 days; and, if leaving the home, to implement social distancing and to practice good hygiene, environmental cleanliness, and sanitation.

"Covered Services" shall consist of everything listed by the U.S. Department of Homeland Security's Cybersecurity and Infrastructure Security Agency (CISA) in its Guidance on the Essential Critical Infrastructure Workforce, Version 3.0 or any subsequent version, plus religious services conducted in churches, congregations, and houses of worship. These covered services are not subject to the conditions and limitations, including occupancy or operating limits, set forth below for other covered services.

"Covered Services" shall also consist of the following to the extent they are not already CISA services or religious services, subject to the conditions and limitations set forth below:

1. Retail services that may be provided through pick-up, delivery by mail, or delivery to the customer's doorstep.
2. In-store, non-CISA retail services, for retail establishments that operate at up to 25 percent of the total listed occupancy of the retail establishment.
3. Dine-in restaurant services, for restaurants that operate at up to 25 percent of the total listed occupancy of the restaurant, effective until 12:01 a.m. on Friday, May 22, 2020, when this provision is superseded by the provision set forth below for expanded dine-in restaurant services; provided, however, that
 - a. this applies only to restaurants that have less than 51 percent of their gross receipts from the sale of alcoholic beverages; and
 - b. any components of the restaurants that have interactive functions or exhibits, including child play areas, interactive games, and video arcades, must remain closed.
4. Movie theaters that operate at up to 25 percent of the total listed occupancy of any individual theater for any screening; provided, however, that components of the movie theaters that have video arcades or interactive games must remain closed.
5. Shopping malls that operate at up to 25 percent of the total listed occupancy of the shopping mall; provided, however, that within shopping malls, the food-court dining areas, play areas, video arcades, and interactive displays and settings must

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MAY 18 2020

- remain closed.
6. Museums and libraries that operate at up to 25 percent of the total listed occupancy; provided, however, that
 - a. local public museums and local public libraries may so operate only if permitted by the local government; and
 - b. any components of museums or libraries that have interactive functions or exhibits, including child play areas, must remain closed.
 7. Golf course operations.
 8. Local government operations, including county and municipal governmental operations relating to licensing (including marriage licenses), permitting, recordation, and document-filing services, as determined by the local government.
 9. Wedding venues and the services required to conduct weddings; provided, however, that for weddings held indoors other than at a church, congregation, or house of worship, the facility may operate at up to 25 percent of the total listed occupancy of the facility.
 10. Wedding reception services, for facilities that operate at up to 25 percent of the total listed occupancy of the facility.
 11. Cosmetology salons, hair salons, barber shops, nail salons/shops, and other establishments where licensed cosmetologists or barbers practice their trade; provided, however, that all such salons, shops, and establishments must ensure at least six feet of social distancing between operating work stations.
 12. Tanning salons; provided, however, that all such salons must ensure at least six feet of social distancing between operating work stations.
 13. Swimming pools, as determined by each pool owner; provided, however, that
 - a. indoor swimming pools may operate at up to 25 percent of the total listed occupancy of the pool facility; and
 - b. outdoor swimming pools may operate at up to 25 percent of normal operating limits as determined by the pool owner.
 14. Non-CISA services provided by office workers in offices that operate at up to the greater of (i) ten individuals, or (ii) 25 percent of the total office workforce; provided, however, that the individuals maintain appropriate social distancing.
 15. Non-CISA manufacturing services, for facilities that operate at up to 25 percent of the total listed occupancy of the facility.
 16. Gyms and exercise facilities and classes that operate at up to 25 percent of the total listed occupancy of the gym or exercise facility; provided, however, that locker rooms and shower facilities must remain closed, but restrooms may open.
 17. Starting immediately for all Texas counties except Deaf Smith, El Paso, Moore, Potter, and Randall counties:
 - a. Massage establishments and other facilities where licensed massage therapists or other persons licensed or otherwise authorized to practice under Chapter 455 of the Texas Occupations Code practice their trade; provided, however, that all such facilities must ensure at least six feet of social distancing between operating work stations.
 - b. Personal-care and beauty services that have not already been reopened, such as tattoo studios, piercing studios, hair removal services, and hair loss treatment and growth services; provided, however, that (i) all such facilities must ensure at least six feet of social distancing between operating work stations; and (ii) to the extent such services are licensed or otherwise regulated by Texas law, such services may operate only as permitted by Texas law.
 - c. Child-care services other than youth camps as described below; provided, however, that to the extent such services are licensed or otherwise regulated by Texas law, such services may operate only as permitted by Texas law.
 18. Starting at 12:01 a.m. on Friday, May 22, 2020, for all Texas counties except Deaf

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Smith, El Paso, Moore, Potter, and Randall counties:

- a. Dine-in restaurant services, for restaurants that operate at up to 50 percent of the total listed occupancy of the restaurant; provided, however that (i) this applies only to restaurants that have less than 51 percent of their gross receipts from the sale of alcoholic beverages; and (ii) any components of the restaurants that have interactive functions or exhibits, including child play areas, interactive games, and video arcades, must remain closed.
 - b. Bars and similar establishments that are not restaurants as defined above, that hold a permit from the Texas Alcoholic Beverage Commission, and that are not otherwise expressly prohibited in this executive order, for such establishments that operate at up to 25 percent of the total listed occupancy of the establishment; provided, however, that any components of the establishments that have interactive functions or exhibits, including child play areas, interactive games, and video arcades, must remain closed.
 - c. Aquariums, natural caverns, and similar facilities (excluding zoos) that operate at up to 25 percent of the total listed occupancy or, for outdoor areas, at up to 25 percent of the normal operating limits as determined by the facility owner; provided, however, that (i) local public facilities may so operate only if permitted by the local government; and (ii) any components of the facilities that have interactive functions or exhibits, including child play areas, must remain closed.
 - d. Bowling alleys, bingo halls, simulcast racing to the extent authorized by state law, and skating rinks that operate at up to 25 percent of the total listed occupancy of the establishment; provided, however, that (i) bowling alleys must ensure at least six feet of social distancing between operating lanes; and (ii) components of the establishments that have video arcades must remain closed.
 - e. Rodeos and equestrian events that operate at up to 25 percent of the total listed occupancy or, for outdoor areas, at up to 25 percent of the normal operating limits as determined by the facility owner; provided, however, that this authorizes only the rodeo or equestrian event and not larger gatherings, such as county fairs, in which such an event may be held.
 - f. Drive-in concerts, under guidelines that facilitate appropriate social distancing, that generally require spectators to remain in their vehicles, and that minimize in-person contact between people who are not in the same household or vehicle.
 - g. Amateur sporting events (i) at which there is no access to the general public allowed; and (ii) for which all participants have tested negative for COVID-19 prior to the event, are quarantined for the duration of the event, are temperature-checked and monitored for symptoms daily, and are tested again for COVID-19 at the end of the event.
19. Starting at 12:01 a.m. on Friday, May 29, 2020, for Deaf Smith, El Paso, Moore, Potter, and Randall counties:
- a. All services that were restored for other Texas counties on Monday, May 18 and Friday, May 22, 2020, in numbers 17 and 18 above.
20. Starting at 12:01 a.m. on Friday, May 29, 2020, for all Texas counties:
- a. Outdoor areas of zoos that operate at up to 25 percent of the normal operating limits as determined by the zoo owner; provided, however, that (i) indoor areas of zoos, other than restrooms, must remain closed; (ii) any components of the zoos that have interactive functions or exhibits, including child play areas, must remain closed; and (iii) local public zoos may so operate only if permitted by the local government.
21. Starting at 12:01 a.m. on Sunday, May 31, 2020, for all Texas counties:

- a. Professional basketball, baseball, softball, golf, tennis, football, and car racing events, with no spectators physically present on the premises of the venue, as approved on a league-by-league basis by DSHS, in consultation with the Office of the Governor and any recommendations by the advisory Strike Force to Open Texas, based on whether the league has submitted a plan that applies to all events and that meets the minimum health and safety standards; provided, however, that each league must submit, along with a request for approval in the manner prescribed by DSHS, a plan that incorporates applicable minimum standard health protocols recommended by DSHS, as applicable, and such additional measures as are needed to ensure a safe plan for conducting the event.
 - b. Youth camps, including but not limited to those defined as such under Chapter 141 of the Texas Health and Safety Code, and including all summer camps and other daytime and overnight camps for youths.
 - c. Youth sports programs; provided, however, that practices may begin, but games and similar competitions may not begin until June 15, 2020.
22. For Texas counties that have filed with DSHS, and are in compliance with, the requisite attestation form promulgated by DSHS regarding five or fewer cases of COVID-19, those services, establishments, and facilities listed above with 25 percent occupancy or operating limits may, as otherwise defined and limited above, operate at up to 50 percent.
23. Such additional services as may be enumerated by future executive orders or proclamations by the governor.

For the Covered Services listed above with limits based on “total listed occupancy,” the total listed occupancy limits refer to the maximum occupant load set by local or state law, but for purposes of this executive order, staff members are not included in determining operating levels except for non-CISA manufacturing service providers and non-CISA services provided by office workers. The “total listed occupancy” limits do not apply to outdoor areas, events, facilities, or establishments. Additionally, valet services are prohibited except for vehicles with placards or plates for disabled parking.

Notwithstanding anything herein to the contrary, the governor may by proclamation identify any county or counties in which Covered Services other than CISA services and religious services are thereafter prohibited, in the governor’s sole discretion, based on the governor’s determination in consultation with medical professionals that only CISA services and religious services should be permitted in the county, including based on factors such as an increase in the transmission of COVID-19 or in the amount of COVID-19-related hospitalizations or fatalities.

In providing or obtaining Covered Services, all persons (including individuals, businesses and other organizations, and any other legal entity) should use good-faith efforts and available resources to follow the minimum standard health protocols recommended by DSHS, found at www.dshs.texas.gov/coronavirus. All persons should also follow, to the extent not inconsistent with the DSHS minimum standards, the Guidelines from the President and the CDC, as well as other CDC recommendations. Individuals are encouraged to wear appropriate face coverings, but no jurisdiction can impose a civil or criminal penalty for failure to wear a face covering. Nothing in this executive order or the DSHS minimum standards precludes requiring a customer wishing to obtain services to follow additional hygiene measures.

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MAY 18 2020

Religious services should be conducted in accordance with the joint guidance issued and updated by the attorney general and governor. Nothing in this executive order, the DSHS minimum standards, or the joint guidance issued and updated by the attorney general and governor precludes churches, congregations, and houses of worship from using school campuses for their religious services or other allowed services.

Except as specifically allowed above, people shall avoid visiting interactive amusement venues such as video arcades, amusement parks, or water parks, unless these enumerated establishments or venues are specifically added as a Covered Service by proclamation or future executive order of the governor. Notwithstanding anything herein to the contrary, the governor may by proclamation add to this list of establishments or venues that people shall avoid visiting. To the extent any of the establishments or venues that people shall avoid visiting also offer Covered Services permitted above, such as restaurant services, these establishments or venues can offer only the Covered Services and may not offer any other services.

This executive order does not prohibit people from accessing Covered Services or engaging in safe daily activities, such as going to the grocery store or gas station; providing or obtaining other Covered Services; visiting swimming pools, parks, beaches, rivers, or lakes; hunting or fishing; attending youth club meetings or events; or engaging in physical activity like jogging, bicycling, or other outdoor sports, so long as the necessary precautions are maintained to reduce the transmission of COVID-19 and to minimize in-person contact with people who are not in the same household.

In accordance with the Guidelines from the President and the CDC, people shall not visit nursing homes, state supported living centers, assisted living facilities, or long-term care facilities unless to provide critical assistance as determined through guidance from the Texas Health and Human Services Commission (HHSC). Nursing homes, state supported living centers, assisted living facilities, and long-term care facilities should follow infection control policies and practices set forth by the HHSC, including minimizing the movement of staff between facilities whenever possible.

In accordance with the Guidelines from the President and the CDC, schools shall remain temporarily closed to in-person classroom attendance by students for the 2019-2020 school year, except for the following:

1. Public education students (accompanied by an adult if needed) may, as allowed by the school consistent with the minimum standard health protocols found in guidance issued by the Texas Education Agency (TEA), visit his or her school campus (a) for limited non-instructional administrative tasks such as cleaning out lockers, collecting personal belongings, and returning school items like band instruments and books; or (b) for graduating seniors, to complete post-secondary requirements that cannot be accomplished absent access to the school facility and its resources, excluding any activity or assessment which can be done virtually.
2. Beginning June 1, 2020, public school districts may offer, and public education students may accordingly visit school campuses for, in-person classroom instructional activities and learning options, such as summer school programs, special education evaluations, specialized assessments, and individualized tutoring, under the minimum standard health protocols found in guidance issued by the TEA.
3. Public education teachers and staff are encouraged to continue to work remotely

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MAY 18 2020

from home if possible, but may return to schools to conduct remote video instruction, to perform administrative duties, and, beginning June 1, 2020, to provide in-person classroom instructional activities and learning options as permitted and offered by school districts, under the minimum standard health protocols found in guidance issued by the TEA.

4. Private schools and institutions of higher education may reopen campuses and are encouraged to establish similar standards to allow students, teachers, and staff to return to schools for the limited purposes set forth above.
5. Notwithstanding anything herein to the contrary, schools may conduct graduation ceremonies consistent with the minimum standard health protocols found in guidance issued by the TEA.

This executive order, as it pertains to cosmetology salons, hair salons, barber shops, nail salons/shops, and other establishments where licensed cosmetologists or barbers practice their trade, is retroactive to April 2, 2020, to the extent necessary to supersede and nullify the existence of any prior or existing state or local executive order, the violation of which could form the basis for confinement in jail. To the extent any order issued by local officials in response to COVID-19 would allow confinement in jail of a person inconsistent with this executive order or any prior state executive order, that order is superseded retroactive to April 2, 2020.

All existing state executive orders relating to COVID-19 are amended to eliminate confinement in jail as an available penalty for any violation of the executive orders. No jurisdiction can confine a person in jail as a penalty for violating any executive order, or any order issued by local officials, in response to the COVID-19 disaster. To the extent any order issued by local officials in response to the COVID-19 disaster would allow confinement in jail, that order is superseded, and I hereby suspend all relevant laws to the extent necessary to ensure that local officials do not confine people in jail for violating any order issued in response to the COVID-19 disaster. This amendment and suspension operates retroactively to April 2, 2020, and supersedes any contrary local or state order.

This executive order shall supersede any conflicting order issued by local officials in response to the COVID-19 disaster, but only to the extent that such a local order restricts Covered Services allowed by this executive order, allows gatherings prohibited by this executive order, or expands the list or scope of Covered Services as set forth in this executive order. I hereby suspend Sections 418.1015(b) and 418.108 of the Texas Government Code, Chapter 81, Subchapter E of the Texas Health and Safety Code, and any other relevant statutes, to the extent necessary to ensure that local officials do not impose restrictions in response to the COVID-19 disaster that are inconsistent with this executive order, provided that local officials may enforce this executive order as well as local restrictions that are consistent with this executive order.

This executive order supersedes Executive Orders GA-21 and GA-22, but does not supersede Executive Orders GA-10, GA-13, GA-17, GA-19, or GA-20. This executive order shall remain in effect and in full force until 11:59 p.m. on June 3, 2020, unless it is modified, amended, rescinded, or superseded by the governor.

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
1:30 PM O'CLOCK

MAY 18 2020



Given under my hand this the 18th
day of May, 2020.

Handwritten signature of Greg Abbott in black ink.

GREG ABBOTT
Governor

ATTESTED BY:

Handwritten signature of Ruth R. Hughs in black ink.

RUTH R. HUGHS
Secretary of State

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
1:30PM O'CLOCK

MAY 18 2020

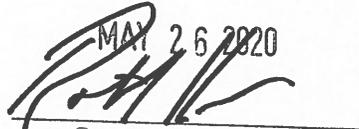


GOVERNOR GREG ABBOTT

May 26, 2020

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
1:45 PM O'CLOCK

The Honorable Ruth R. Hughs
Secretary of State
State Capitol Room 1E.8
Austin, Texas 78701

MAY 26 2020

Secretary of State

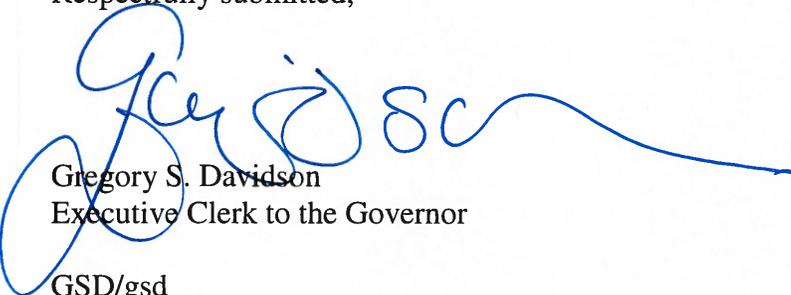
Dear Secretary Hughs:

Pursuant to his powers as Governor of the State of Texas, Greg Abbott has issued the following:

A proclamation expanding the enumerated list of Covered Services in Executive Order GA-23.

The original proclamation is attached to this letter of transmittal.

Respectfully submitted,


Gregory S. Davidson
Executive Clerk to the Governor

GSD/gsd

Attachment

PROCLAMATION

BY THE

Governor of the State of Texas

TO ALL TO WHOM THESE PRESENTS SHALL COME:

WHEREAS, I, Greg Abbott, Governor of Texas, issued a disaster proclamation on March 13, 2020, certifying under Section 418.014 of the Texas Government Code that the novel coronavirus (COVID-19) poses an imminent threat of disaster for all counties in the State of Texas; and

WHEREAS, I issued proclamations renewing the disaster declaration for all counties in Texas on April 12 and May 12, 2020; and

WHEREAS, I issued Executive Order GA-23 on May 18, 2020, to set forth an expanded list of “Covered Services” that are or will soon be allowed during the COVID-19 disaster; and

WHEREAS, Executive Order GA-23 provided that additional Covered Services could be added by proclamation thereafter; and

WHEREAS, on May 22, 2020, I added several Covered Services by proclamation;

NOW, THEREFORE, I, Greg Abbott, Governor of Texas, by virtue of the power and authority vested in me by the Constitution and laws of the State of Texas, do hereby expand further the enumerated list of Covered Services in Executive Order GA-23 by amending item 5 to permit food-court dining areas within shopping malls to open and by adding items 20(b), 21(e), and 24(a) as follows:

20. Starting at 12:01 a.m. on Friday, May 29, 2020, for all Texas counties:

...

- b. Water parks that operate at up to 25 percent of the normal operating limits as determined by the venue owner or, for indoor water parks, at up to 25 percent of the total listed occupancy of the water park; provided, however, that components that have video arcades must remain closed.

21. Starting at 12:01 a.m. on Sunday, May 31, 2020, for all Texas counties:

...

- e. Recreational sports programs for adults; provided, however, that practices may begin, but games and similar competitions may not begin until June 15, 2020.

24. Starting immediately for all Texas counties:

- a. Driver education programs.

Executive Order GA-23, as amended by the May 22, 2020 proclamation, is further amended to the extent provided in this proclamation, including to remove water parks as one of the venues that people shall avoid visiting. This proclamation shall remain in effect and in full force for as long as Executive Order GA-23 is in effect and in full force, unless otherwise modified, amended, rescinded, or superseded by the governor.

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SECRETARY OF STATE
1:45 PM O'CLOCK

MAY 26 2020



IN TESTIMONY WHEREOF, I have hereunto signed my name and have officially caused the Seal of State to be affixed at my office in the City of Austin, Texas, this the 26th day of May, 2020.

A handwritten signature in black ink that reads "Greg Abbott".

GREG ABBOTT
Governor

ATTESTED BY:

A handwritten signature in black ink that reads "Ruth R. Hughs".

RUTH R. HUGHS
Secretary of State

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
1:45 pm O'CLOCK

MAY 26 2020



GOVERNOR GREG ABBOTT

June 3, 2020

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
4PM O'CLOCK


Secretary of State

The Honorable Ruth R. Hughs
Secretary of State
State Capitol Room 1E.8
Austin, Texas 78701

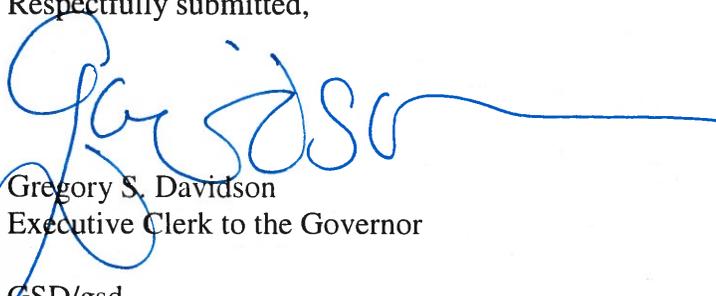
Dear Secretary Hughs:

Pursuant to his powers as Governor of the State of Texas, Greg Abbott has issued the following:

Executive Order No. GA-26 relating to the expanded opening of Texas in response to the COVID-19 disaster.

The original executive order is attached to this letter of transmittal.

Respectfully submitted,


Gregory S. Davidson
Executive Clerk to the Governor

GSD/gsd

Attachment

Executive Order

BY THE
GOVERNOR OF THE STATE OF TEXAS

Executive Department
Austin, Texas
June 3, 2020

EXECUTIVE ORDER GA 26

Relating to the expanded opening of Texas in response to the COVID-19 disaster.

WHEREAS, I, Greg Abbott, Governor of Texas, issued a disaster proclamation on March 13, 2020, certifying under Section 418.014 of the Texas Government Code that the novel coronavirus (COVID-19) poses an imminent threat of disaster for all counties in the State of Texas; and

WHEREAS, in each subsequent month effective through today, I have renewed the disaster declaration for all Texas counties; and

WHEREAS, the Commissioner of the Texas Department of State Health Services (DSHS), Dr. John Hellerstedt, has determined that COVID-19 represents a public health disaster within the meaning of Chapter 81 of the Texas Health and Safety Code; and

WHEREAS, I have issued executive orders and suspensions of Texas laws in response to COVID-19, aimed at protecting the health and safety of Texans and ensuring an effective response to this disaster; and

WHEREAS, I issued Executive Order GA-08 on March 19, 2020, mandating certain social-distancing restrictions for Texans in accordance with guidelines promulgated by President Donald J. Trump and the Centers for Disease Control and Prevention (CDC); and

WHEREAS, I issued Executive Order GA-14 on March 31, 2020, expanding the social-distancing restrictions for Texans based on guidance from health experts and the President; and

WHEREAS, I subsequently issued Executive Orders GA-16, GA-18, GA-21, and GA-23 over the course of April and May 2020, aiming to achieve the least restrictive means of combatting the threat to public health by continuing certain social-distancing restrictions, while implementing a safe, strategic plan to Open Texas; and

WHEREAS, as normal business operations resume, everyone must act safely, and to that end, this executive order and prior executive orders provide that all persons should follow the health protocols recommended by DSHS, which whenever achieved will mean compliance with the minimum standards for safely reopening, but which should not be used to fault those who act in good faith but can only substantially comply with the standards in light of scarce resources and other extenuating COVID-19 circumstances; and

WHEREAS, the “governor is responsible for meeting ... the dangers to the state and people presented by disasters” under Section 418.011 of the Texas Government Code,

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JUN 03 2020

and the legislature has given the governor broad authority to fulfill that responsibility;
and

WHEREAS, failure to comply with any executive order issued during the COVID-19 disaster is an offense punishable under Section 418.173 by a fine not to exceed \$1,000, and may be subject to regulatory enforcement;

NOW, THEREFORE, I, Greg Abbott, Governor of Texas, by virtue of the power and authority vested in me by the Constitution and laws of the State of Texas, and in accordance with guidance from DSHS Commissioner Dr. Hellerstedt and other medical advisors, the Governor's Strike Force to Open Texas, the White House, and the CDC, do hereby order the following on a statewide basis effective immediately:

Every business establishment in Texas shall operate at no more than 50 percent of the total listed occupancy of the establishment; provided, however, that:

1. There is no occupancy limit for the following:
 - a. any services listed by the U.S. Department of Homeland Security's Cybersecurity and Infrastructure Security Agency (CISA) in its Guidance on the Essential Critical Infrastructure Workforce, Version 3.1 or any subsequent version;
 - b. religious services conducted in churches, congregations, and houses of worship;
 - c. local government operations, including county and municipal governmental operations relating to licensing (including marriage licenses), permitting, recordation, and document-filing services, as determined by the local government;
 - d. child-care services;
 - e. youth camps, including but not limited to those defined as such under Chapter 141 of the Texas Health and Safety Code, and including all summer camps and other daytime and overnight camps for youths; and
 - f. recreational sports programs for youths and adults;
2. Except as provided below by paragraph number 5, this 50 percent occupancy limit does not apply to outdoor areas, events, or establishments, except that the following outdoor areas or outdoor venues shall operate at no more than 50 percent of the normal operating limits as determined by the owner:
 - a. professional, collegiate, or similar sporting events;
 - b. swimming pools;
 - c. water parks;
 - d. museums and libraries;
 - e. zoos, aquariums, natural caverns, and similar facilities; and
 - f. rodeos and equestrian events;
3. This 50 percent occupancy limit does not apply to the following establishments that operate with at least six feet of social distancing between work stations:
 - a. cosmetology salons, hair salons, barber shops, nail salons/shops, and other establishments where licensed cosmetologists or barbers practice their trade;
 - b. massage establishments and other facilities where licensed massage therapists or other persons licensed or otherwise authorized to practice under Chapter 455 of the Texas Occupations Code practice their trade; and
 - c. other personal-care and beauty services such as tanning salons, tattoo studios, piercing studios, hair removal services, and hair loss treatment

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- and growth services;
4. Amusement parks and carnivals shall operate at no more than 50 percent of the normal operating limits as determined by the owner, except that in counties with more than 1,000 cumulative cases of COVID-19, amusement parks may not begin operating until 12:01 a.m. on June 19, 2020;
 5. For any outdoor gathering estimated to be in excess of 500 people, other than those set forth above in paragraph numbers 1, 2, or 4, the county judge or mayor, as appropriate, in consultation with the local public health authority, may impose additional restrictions;
 6. For dine-in services by restaurants that have less than 51 percent of their gross receipts from the sale of alcoholic beverages, the occupancy limit shall increase at 12:01 a.m. on June 12, 2020, to permit such restaurants to operate at up to 75 percent of the total listed occupancy of the restaurant;
 7. For indoor bars and similar indoor establishments that are not restaurants as defined above and that hold a permit from the Texas Alcoholic Beverage Commission, only those customers who are seated may be served;
 8. For any business establishment that is subject to a 50 percent "total listed occupancy" limit or "normal operating limit," and that is in a county that has filed with DSHS, and is in compliance with, the requisite attestation form promulgated by DSHS regarding minimal cases of COVID-19, the business establishment may operate at up to 75 percent of the total listed occupancy or normal operating limit of the establishment starting 12:01 a.m. on June 12, 2020;
 9. For purposes of this executive order, facilities with retractable roofs are considered indoor facilities, whether the roof is opened or closed; and
 10. Staff members are not included in determining operating levels, except for manufacturing services and office workers.

Except as provided in this executive order or in the minimum standard health protocols recommended by DSHS, found at www.dshs.texas.gov/coronavirus, people should not be in groups larger than ten and should maintain six feet of social distancing from those not in their group. People over the age of 65 are strongly encouraged to stay at home as much as possible; to maintain appropriate distance from any member of the household who has been out of the residence in the previous 14 days; and, if leaving the home, to implement social distancing and to practice good hygiene, environmental cleanliness, and sanitation.

In providing or obtaining services, every person (including individuals, businesses, and other legal entities) should use good-faith efforts and available resources to follow the minimum standard health protocols recommended by DSHS. Nothing in this executive order or the DSHS minimum standards precludes requiring a customer to follow additional hygiene measures when obtaining services. Individuals are encouraged to wear appropriate face coverings, but no jurisdiction can impose a civil or criminal penalty for failure to wear a face covering.

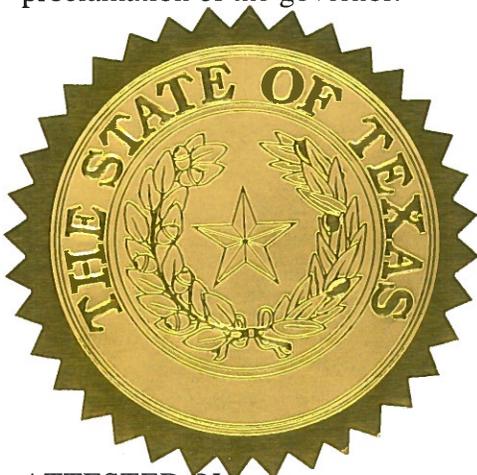
People shall not visit nursing homes, state supported living centers, assisted living facilities, or long-term care facilities unless as determined through guidance from the Texas Health and Human Services Commission (HHSC). Nursing homes, state supported living centers, assisted living facilities, and long-term care facilities should follow infection control policies and practices set forth by HHSC, including minimizing the movement of staff between facilities whenever possible. Notwithstanding anything herein to the contrary, the governor may by proclamation add to the list of establishments or venues that people shall avoid visiting.

For the remainder of the 2019-2020 school year, public schools may resume operations for the summer as provided by, and under the minimum standard health protocols found in, guidance issued by the Texas Education Agency (TEA). Private schools and institutions of higher education are encouraged to establish similar standards. Notwithstanding anything herein to the contrary, schools may conduct graduation ceremonies consistent with the minimum standard health protocols found in guidance issued by TEA.

This executive order shall supersede any conflicting order issued by local officials in response to the COVID-19 disaster, but only to the extent that such a local order restricts services allowed by this executive order, allows gatherings prohibited by this executive order, or expands the list or scope of services as set forth in this executive order. Pursuant to Section 418.016(a) of the Texas Government Code, I hereby suspend Sections 418.1015(b) and 418.108 of the Texas Government Code, Chapter 81, Subchapter E of the Texas Health and Safety Code, and any other relevant statutes, to the extent necessary to ensure that local officials do not impose restrictions in response to the COVID-19 disaster that are inconsistent with this executive order, provided that local officials may enforce this executive order as well as local restrictions that are consistent with this executive order.

All existing state executive orders relating to COVID-19 are amended to eliminate confinement in jail as an available penalty for violating the executive orders. To the extent any order issued by local officials in response to the COVID-19 disaster would allow confinement in jail as an available penalty for violating a COVID-19-related order, that order allowing confinement in jail is superseded, and I hereby suspend all relevant laws to the extent necessary to ensure that local officials do not confine people in jail for violating any executive order or local order issued in response to the COVID-19 disaster.

This executive order supersedes Executive Order GA-23, but does not supersede Executive Orders GA-10, GA-13, GA-17, GA-19, GA-20, GA-24, or GA-25. This executive order shall remain in effect and in full force unless it is modified, amended, rescinded, or superseded by the governor. This executive order may also be amended by proclamation of the governor.



Given under my hand this the 3rd
day of June, 2020.

Handwritten signature of Greg Abbott in black ink.

GREG ABBOTT
Governor

ATTESTED BY:

Handwritten signature of Ruth R. Hughs in black ink.

RUTH R. HUGHS
Secretary of State

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
4 PM O'CLOCK

JUN 03 2020

Work Session and Regular Meeting

3.

Meeting Date: 06/09/2020

Department: Finance

Pillars: Gold Standard for Financial Health

AGENDA CAPTION:

Present and Discuss Updates from the Non-Profit Organizations that Receive Grant Funding from the Town of Addison.

BACKGROUND:

At the request of the City Council, organizations that received grant funding from the Town of Addison for Fiscal Year 2020 have been invited to present an update of their activities to the entire City Council. The purpose of the presentation is to allow the entire City Council the opportunity to personally hear more about each organization's mission and what they do to serve the Addison community.

Below is the list of Non-Profit Organizations that received funding in Fiscal Year 2020. This list will also serve as the planned order for presentations. Each Non-Profit Organization has a time-cap of five minutes to present.

- Addison Arbor Foundation
- Cavanaugh Flight Museum
- Dallas Cat Lady
- Metrocare Services
- Metrocrest Services
- Outcry Theatre
- The Family Place
- WaterTower Theatre
- Woven Health Clinic

NOTE: The World Affairs Council and Metrocrest Chamber of Commerce are services agreements and are first reviewed in the fall by Economic Development then brought to City Council.

At the February 13th, 2020 City Council meeting, Council requested that the non-profit funding process be updated. After the non-profits submit their applications, the Finance department will review the financial documents, and the Town staff will review the proposed activities of the non-profits. The applications are then forwarded to the City Council Liaisons for review. During the Fiscal Year 2021 Budget Process, City Council will receive non-profit organization updates from the City Council Liaisons, Residential Liaisons, and make final funding decisions.

RECOMMENDATION:

Information only, no action required.

Work Session and Regular Meeting

4.

Meeting Date: 06/09/2020

Department: Finance

Pillars: Excellence in Transportation Systems
Gold Standard for Financial Health

Milestones: All roads in an acceptable condition and well maintained
Implementation and continuous development of Long Term Financial Plan

AGENDA CAPTION:

Present and Discuss **the Proposed Issuance of 2020 General Obligation Bonds and 2020 Taxable Refunding Bonds.**

BACKGROUND:

On November 5th, 2019, the Town of Addison had all five bond propositions approved by voters totaling \$70,620,000. The proposed 2020 General Obligation Bond issuance would be in the amount of \$15,135,000 from the following authorizations:

- \$14,030,000 from the authorized \$22,300,000 from Proposition A for street improvements. This would fund the design costs of Keller Springs Road and Airport Parkway, to which contracts have been awarded by Council, and the reconstruction of Keller Springs Road.
- \$365,000 of the authorized \$6,723,000 from Proposition C for parks and recreation improvements and facilities. This would fund design of improvements to the Addison Athletic Club including locker room reconfiguration, gymnasium and track improvements, and pool modernization.
- \$140,000 from the authorized \$7,395,000 from Proposition D for improvements to existing municipal buildings. This would fund the design of the HVAC and roof at the Addison Athletic Club as well as the boiler replacement, to which the Council has approved a reimbursement resolution and the project is completed.
- \$600,000 from the authorized \$600,000 from Proposition E for traffic control systems to which a contract has been awarded by Council.

Additionally, the Town has the opportunity to refund the 2012 General Obligation Bonds and 2013B Taxable General Obligation Bonds which is estimated to create \$795,088, or 6.50%, in Net Present Value savings over the remaining life of the debt.

RECOMMENDATION:

Information only, no action required.

Attachments

Presentation - 2020 General Obligation Bonds and Refunding

2020 GO Bond Program and Refunding

June 9th, 2020

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 on the right side of the slide, which includes a white circle and a grey triangle.

Proposed 2020 General Obligation Bonds

- Proposition A - \$14,030,000 for the design and reconstruction of Keller Springs and Airport Parkway
 - Engineering Contracts have been awarded for both projects with the anticipation that Keller Springs would begin construction in FY21
- Proposition C - \$365,000 for the design of improvements to the Addison Athletic Club
- Proposition D - \$140,000 for the boiler replacement at the Addison Athletic Club and HVAC and roof design at the Addison Athletic Club
 - Boiler replacement is complete, Council approved a reimbursement resolution for the project in December 2019
- Proposition E - \$600,000 for traffic control systems
- Total - \$15,135,000

2020 GO Bonds Tax Rate Impact

Tax Rate Impact	Total	2020 GO's Per Bond Election	2020 GO's Projected	Savings (Deficit)
Proposition A	\$ 0.0353	\$ 0.0222	\$ 0.0185	\$ 0.0037
Proposition B	\$ 0.0450	\$ -	\$ -	\$ -
Proposition C	\$ 0.0100	\$ 0.0002	\$ 0.0003	\$ (0.0001)
Proposition D	\$ 0.0113	\$ 0.0006	\$ 0.0005	\$ 0.0001
Proposition E	\$ 0.0015	\$ 0.0015	\$ 0.0013	\$ 0.0002
Totals	\$ 0.1031	\$ 0.0245	\$ 0.0206	\$ 0.0039
	Savings Compared to Bond Election Projections			15.83%

2020 Refunding Opportunities

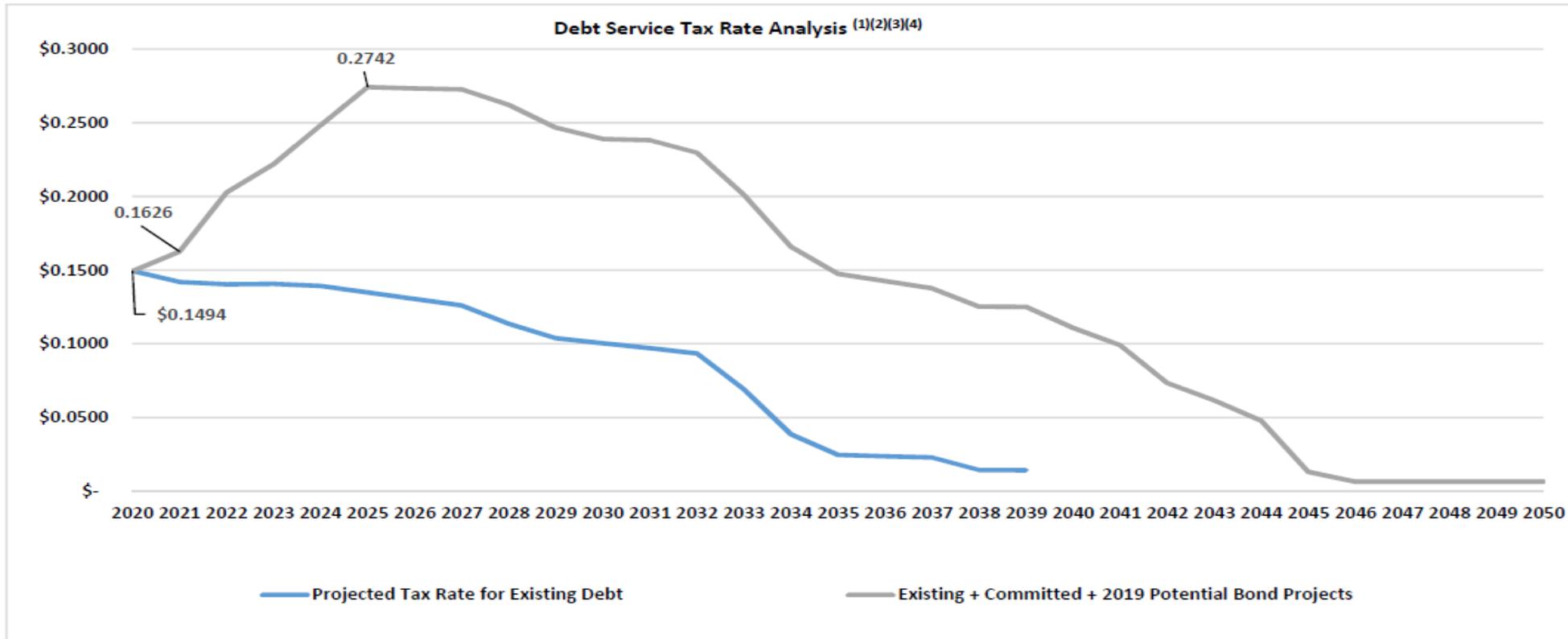
- Hilltop Securities, our Financial Advisor, has performed an analysis of our debt portfolio to determine if any refunding opportunities are available.
- Based on that analysis, the 2012 GO Bonds (Tax Exempt) and 2013B CO Bonds (Taxable) are candidates to be refunded.
- The 2012 GO Bonds and 2013 CO Bonds are not callable until 2022 and 2023, respectively.
- Due to the Tax Cuts and Jobs Act of 2017, refunding tax exempt debt that is not currently callable must be done so on a taxable basis.

2020 Refunding Analysis

- Tax Rate Savings = .15 of one Penny on the tax rate
- All in True Interest Cost = 2.39%
- Net Present Value Savings as a % of Refunding = 6.50%
- Net Present Value Savings = \$795,088
- Total Savings = \$938,785

Date	Prior Debt Service	Refunded Debt Service	Savings
9/30/2021	559,031.26	489,208.46	69,822.80
9/30/2022	559,031.26	488,339.50	70,691.76
9/30/2023	1,446,281.26	1,372,972.00	73,309.26
9/30/2024	1,503,156.26	1,429,134.50	74,021.76
9/30/2025	1,510,906.26	1,437,952.00	72,954.26
9/30/2026	1,505,906.26	1,435,161.75	70,744.51
9/30/2027	1,508,156.26	1,435,760.00	72,396.26
9/30/2028	1,507,406.26	1,434,590.75	72,815.51
9/30/2029	1,503,656.26	1,431,934.00	71,722.26
9/30/2030	1,506,656.26	1,432,690.00	73,966.26
9/30/2031	1,509,906.26	1,436,365.50	73,540.76
9/30/2032	1,503,640.63	1,432,898.00	70,742.63
9/30/2033	97,375.00	25,317.50	72,057.50
Total	16,221,109.49	15,282,323.96	938,785.53

Analysis and Assumptions



Assumptions:

(1) Future Taxable Assessed Values assume 3.5% growth for FY 2021, 0% growth for FY's 2022 and 2023, 1% growth for FY 2024 and 3.5% growth from FY's 2025 through 2038.

(2) Tax Collection Percentage: 96.5%

(3) Interest Rate Assumptions:

2020 10 Yr. Sale assume 1.57% (current tax-exempt rates plus .25%)

2020 20 Yr. Sales assume 2.48% (current tax-exempt rates plus .25%)

2021 Sales assume 4.00%

2022 Sales and beyond assume 5.00%

(4) Existing Debt includes the projected savings from the Taxable Refunding of the Town's Series 2012 & 2013B GO's . Estimated NPV Savings is about \$795,087.51 or 6.50% and estimated All-In TIC is about 2.39%.

Timeline

- June 9th – Present plan to the Council
- June 19th – Provide draft of Preliminary Official Statement to Ratings Agencies
- Week of June 29th – Ratings calls
- July 15th – Receive ratings
- July 30th – Distribute Preliminary Official Statement to potential purchasers
- August 11th - Hold competitive sale and award the bonds
- September 10th - Receive proceeds from bond sale



Work Session and Regular Meeting

5.

Meeting Date: 06/09/2020

Department: City Secretary

AGENDA CAPTION:

Present and Discuss **Council Liaison Opportunities and Appointments.**

BACKGROUND:

Historically, liaison assignments have been divided among Council Members. These assignments are intended to provide a greater depth of understanding about the technical nature of certain community features, issues, or programs such as the Airport, Economic Development, and the Arbor Foundation. Once assigned, liaisons report back to the City Council with status reports regarding various projects and initiatives.

A copy of 2019 appointments are attached for Council review and information.

RECOMMENDATION:

Staff requests direction from Council.

Attachments

2019 Liaison Summary

COUNCIL LIAISON OPPORTUNITIES APPOINTMENTS

June 9, 2020 Council Meeting

JUNE 2020 TO JUNE 2021							
ORGANIZATION	CHOW	WARD Mayor Pro-Tem	QUINTANILLA Dep. Mayor Pro- Tem	BRAUN	HUGHES	WALDEN	WILLESEN
Addison Airport/ATTAC							
Addison Arbor Foundation							
Addison Business Association							
Addison/Farmers Branch Ad Hoc Cte.	X	X	X				
Cavanaugh Flight Museum							
Community Partners Bureau							
Education							
Finance Committee							
Greater Dallas Regional Chamber							
Metrocrest Chamber of Commerce							
Metroplex Mayors							
North Dallas Chamber							
North Texas Commission							
RTC/NCTCOG							
Silver Line, DART, TML, TMRS							
Water Tower Theatre							
World Affairs Council							

JUNE 2019 TO JUNE 2020							
ORGANIZATION	CHOW	BRAUN Mayor Pro-Tem	WARD Dep. Mayor Pro- Tem	HUGHES	QUINTANILLA	WALDEN	WILLESEN
Addison Airport/ATTAC					X	X	
Addison Arbor Foundation						X	
Addison Business Association	X						
Addison Legacy Foundation	X					X	
AddisonFarmers Branch Ad Hoc Cte.	X	X	X				
Cavanaugh Flight Museum							X
Community Partners Bureau			X				X
Cotton Belt, DART, TML, TMRS	X	X	X	X	X	X	X
Education		X					
Finance Committee		X		X			X
Greater Dallas Regional Chamber			X				
Metrocrest Chamber of Commerce		X		X			
Metroplex Mayors	X						
North Dallas Chamber			X		X		
North Texas Commission							
RTC/NCTCOG				X			
Water Tower Theatre							
World Affairs Council				X			

Work Session and Regular Meeting

6.

Meeting Date: 06/09/2020

Department: City Secretary

AGENDA CAPTION:

Consider Action to Approve **the Minutes for the May 26, 2020 Work Session and Regular Meeting.**

BACKGROUND:

The Minutes for the May 26, 2020 Work Session and Regular Meeting have been prepared for consideration.

RECOMMENDATION:

Administration recommends approval.

Attachments

Minutes - May 26, 2020 City Council Meeting

DRAFT

OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL WORK SESSION & REGULAR SESSION

May 26, 2020

**Addison Town Hall, 5300 Belt Line Rd., Dallas, TX 75254
6:30 p.m. Work Session & Regular Meeting**

The Addison City Council, using electronic medium, conducted its Regularly Scheduled Meeting on Tuesday, May 26, 2020. The meeting was not conducted at Town Hall. A temporary suspension of the Open Meetings Act to allow telephone or videoconference public meetings has been granted by Governor Greg Abbott. Members of the public were entitled to participate; detailed instructions were provided, and the meeting was live streamed on Addison's website at www.addisontexas.net.

Present: Mayor Joe Chow; Mayor Pro Tempore Lori Ward; Deputy Mayor Pro Tempore Guillermo Quintanilla; Council Member Tom Braun; Council Member Ivan Hughes; Council Member Paul Walden; Council Member Marlin Willesen.

Mayor Chow led the Pledge of Allegiance.

1. **Call Meeting to Order:** Mayor Chow called the meeting to order.

WORK SESSION

2. **Present and Discuss Any Action Necessary or New Information Regarding the COVID-19 Pandemic.**

City Manager Wes Pierson advised that on May 18, 2020 Governor Abbot issued Executive Order GA 23. The Governor announced that the State is moving into Phase 2 to reopen Texas. Effective May 18th, gyms and exercise facilities along with hair salons, barber shops, and other types of massage and personal care businesses were allowed to open. Additionally, childcare services were allowed to open as well as youth clubs such as Boy Scouts, Girls Scouts and YMCA.

Effective the 22nd of May restaurants were able to expand their capacity from 25 percent to 50 percent. Bars and other establishments like bars can open up at 25 percent capacity. Bowling alleys, bingo halls, skating rinks, and things of that nature are able to open at 25 percent capacity

as well as rodeos, aquariums and other similar type events and venues or centers. On May 29th outdoor zoos are able to open at 25 percent capacity. And as of May 31st, professional basketball, baseball, softball, golf, tennis, football and car racing events, without in-person spectators may resume. Day and overnight youth camps can open as well as youth sports. As of June 1st, school districts can hold summer school if they are able to meet all the social distancing requirements.

Mr. Pierson explained that Town employees continue to work from home as much as possible. If a citizen or customer needs to meet in person, arrangements may be made to schedule an appointment in person. The Athletic Club has been open for a week and resumed activities relatively smoothly. Staff is looking at ways to expand the hours of operation. On Tuesdays and Thursdays, the Club will be open at 5:30 am and close at 5:30 pm. This timeframe will allow proper cleaning of the facility as directed by the Governor's orders. An amendment to GA 23 was issued which further opens additional Phase 2 items.

The Town had to make the difficult decision to close the Addison Conference and Theatre Centre until at least September 30th, the remainder of the current fiscal year. That resulted in the furlough of eight Town staff members. The Hotel Fund which supports this facility has been severely impacted by COVID-19 related shut down with the loss of revenue from area hotels. There are no plans at this time to furlough additional employees. Staff will continue to evaluate the current situation.

Mr. Pierson advised that the State has made funds available through the Counties to cities that do not qualify for direct federal funding for COVID-19 related expenses. The funding amount is determined on a population basis. Assistant to the City Manager Bill Hawley presented a summary of the program and of the authorized expenditures under the CARES Act.

Mr. Hawley advised that the Town is eligible of approximately \$900,000 in reimbursement. These COVID-19 related reimbursements are for expenses that are a necessary expenditure; funds were not accounted for in our most recent approved budget; and these expenses must be incurred between the period March 1, 2020 and December 30, 2020. Guidance is provided by the Department of the Treasury. Expenditures that are eligible for funding was presented to include:

1. Providing medical expenses;
2. Public health expenditures;
3. The acquisition and distribution of medical personal protective equipment;
4. Disinfection of public facilities;
5. Payroll expenses for public safety and public health employees dedicated to the COVID-19 pandemic;
6. Expenses related to tele-work capabilities, paid sick leave, programs related to jails and the homeless population; and
7. Expenses associated with the provision of economic support in connection to COVID-19 public health emergencies.

To date the Town has expended approximately \$177,000 that includes the \$85,000 supplemental payment to Metrocrest Services. That leaves a balance of approximately \$700,000 which Staff proposes to use for programs currently in place and a possible Addison related economic program to assist local businesses impacted by this pandemic.

City Manager Pierson reported funds would be delivered to the Town through an interlocal agreement with Dallas County. After the agreement is signed, the Town will get 20 percent of the funds up front. The Town will then request reimbursement for the remaining dollars during the approved funding time period. County officials do want to control how the Town spends the money but ensure that no grantee is double-dipping. At a future council meeting Council will provide direction to Staff for projects to fund through this grant.

3. Present and Discuss the Findings of the Addison Police Department's License Plate Recognition System and Optical Camera Pilot Project.

Chief of Police Paul Spencer presented this item. Based on Council direction to explore technologies assisting Addison's public safety efforts, the Town installed License Plate Recognition equipment in eight locations in the Midway Meadows/Les Lacs and Oaks North/Winnwood neighborhoods. Seven optical cameras were also purchased and installed along the Linear, Redding, and White Rock Creek Trails. The equipment became operational in April 2019 as part of a year-long project which ended in April 2020.

A brief review of the pros and cons of the system were presented and discussed. Real-time use has been beneficial in assisting officers that are investigating crimes. Staff would like to consider expansion of the system.

Council Member consensus was to expand the system throughout the Town and look to integrate new features now available. City Manager Pierson reported Staff will bring this item back with recommendations for future expansions and addition of new technologies to incorporate into the system.

REGULAR MEETING

Announcements and Acknowledgements regarding Town and Council Events and Activities-
(Postponed to the end of the meeting.)

Discussion of Events/Meetings

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.*

City Secretary Irma Parker advised that no citizens had requested to address the City Council via telephonic means and no emails or other written correspondence was submitted.

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.

4. **Consider Action to Approve the Minutes for the May 12, 2020 Work Session and Regular Meeting.**
5. **Consider Action on a Resolution Establishing the Town's Intent to Reimburse Prior Lawful Expenditures of Funds Relating to Constructing Various City Improvements in the Amount of \$600,000.**
6. **Consider Action on a Resolution Updating Resolution R16-002 by Adopting the 2020 Dallas County Multi-Jurisdiction Hazard Mitigation Plan.**
7. **Consider Action to Authorize Adding One (1) FTE to the Fiscal Year 2020 Budget to Accommodate the Hiring of a Project Manager for Various Large-Scale Capital Improvement Projects.**
8. **Consider Action on a Resolution to Approve a Contract Between the Town of Addison and Ricoh U.S.A., Inc., for the Purchase of Fourteen (14) all in one Copier-Printer-Scanner, Print Services, Related Services, and Authorize the City Manager to Execute the Agreement in an Amount Not to Exceed \$84,040.16.**
9. **Consider Action to Approve a Bid Award to McMahan Contracting, LP (for the Base Bid plus Bid Alternate 1) for the Reconstruction of George Haddaway Drive and Associated Pavements at Addison Airport and Authorize the City Manager to Execute the Agreement in an Amount not to Exceed \$652,824.90.**

Mayor Chow asked if there were any requests to remove an item from the Consent Agenda for separate discussion. Council Member Willesen requested to remove Item 8 and Deputy Mayor Pro-Tempore Quintanilla requested to remove Item 9 from the Consent Agenda.

MOTION: Council Member Braun moved to approve CONSENT ITEMS 4, 5, 6, and 7. Council Member Hughes seconded the motion. Motion carried unanimously.

Resolution No. R20-039: Reimburse Funds Related to COVID-19 Expenditures

Resolution No. R20-040: Adopt 2020 Dallas County Hazard Mitigation Plan

Resolution No. R20-041: Add Project Manager Position to 2020 Budget

Item #8:

Council Member Willesen requested that Item #8 be removed for separate consideration to receive clarification from City Manager Pierson of this expenditure. City Manager Pierson reported that the equipment purchase is a one-time cost that includes for, installation, professional services, and the first year of support. The proposed support contract has no minimum monthly cost, and the Town pays only for number of color and black/white copies/prints.

MOTION: Council Member Willesen moved to approve as submitted. Council Member Braun seconded the motion. Motion carried unanimously.

Resolution No. R20-042: Copier Purchase from Ricoh, Inc.

Agenda Item #9

Deputy Mayor Pro-Tempore Quintanilla requested to remove this item so he could thank staff for their efforts with this challenging bidding process. Because of COVID-19 all actions to complete the bidding/award process required having to do everything online. There were nine bidders, with five bids under the engineer's estimated costs.

MOTION: Deputy Mayor Pro-Tempore Quintanilla moved to approve Consent Agenda Items 9 as submitted. Council Member Hughes seconded the motion. Motion carried unanimously.

Resolution No. R20-043: Award Construction Contract to McMahon Contracting

Regular Items

10. **Hold a Public Hearing, Present, Discuss, and Consider Action on an Ordinance Establishing Minimum Standards of Care for Youth Recreation Programs Conducted by the Town for Elementary Age Children Ages 5 Through 13; Providing for Compliance with Section 42.041(b)(14) of the Texas Human Resources Code.**

Randy Rogers, Assistant Director of Recreation presented this item. He advised that the annual adoption of the Standards of Care by ordinance after a public hearing is required per Section 42.041(b)(14) of the Texas Human Resources Code, for the establishment of minimum standards required by the State of Texas for Youth Recreation Programs conducted by the Town.

The Standards of Care Program is for all youth programs for children ages 5 through 13 including, but not limited to the Summer Camp Program and the Spring Break Program at the Addison Athletic Club. Guidelines for operating youth programs by the Town of Addison Parks and Recreation Department are provided including guidelines for hiring of program staff, enrollment guidelines, discipline, health, safety, and more. Mr. Rogers advised that a copy of the Ordinance is provided to each parent and is available on-line.

Mr. Rogers advised that Summer Camp normally opens on June 1st but at this time it is on hold. The Governor has advised that camps may open as of May 30th however staff is still evaluating staffing options. Summer Camp may be available in late June or early July with limited participants.

Mayor Chow opened and closed the Public Hearing at 7:35 p.m. with no one wishing to speak.

MOTION: Council Member Walden moved to approve this item. Deputy Mayor Pro-Tempore Quintanilla seconded the motion. Motion carried unanimously.

Ordinance No. O20-30: Establish Minimum Standards of Care

11. Present, Discuss and Consider Action on a Resolution to Approve Re-Appointing Gary Slagel to a Two-Year Term on the Dallas Area Rapid Transit (DART) Board of Directors.

City Manager Pierson advised that the Towns of Addison and Highland Park, and the Cities of University Park and Richardson share a representative on the Dallas Area Rapid Transit (DART) Board of Directors. Mr. Gary Slagel is currently serving in this role, with his current term expiring on June 30, 2020. All four municipalities have concurred to reappoint Mr. Slagel for another two-year term to expire July 1, 2022.

Mayor Chow, Council Member Braun, and Council Member Hughes spoke in favor of reappointing Mr. Slagel.

MOTION: Council Member Braun moved to reappoint Gary Slagel. Mayor Pro-Tempore Ward seconded the motion. Motion carried unanimously.

Resolution No. R20-043: Reappoint Gary Slagel to DART Board of Directors

12. Present, Discuss, and Consider Action on a Resolution to Approve a Software License and Services Agreement Between the Town of Addison and Paradigm Traffic Systems, Inc., for the Evaluation, Consultation, Implementation, Customization and Configuration of an Advanced Traffic Management System and Authorize the City Manager to Execute the Agreement in an Amount Not to Exceed \$598,600.00.

Hamid Khaleghipour, Executive Director of Business Performance and Innovation, presented this item. He reviewed the history of how this item came to be considered as part of the 2019 Bond Program that was approved by voters.

Mr. Khaleghipour described the purpose of this project and provided an overview of the procurement process.

Council Member Walden expressed that he would like for the Town to consider applying this technology to Police vehicles as well as Fire apparatus. Council Member Walden inquired how this smart phone app might interact with another software program called Waze that he uses for traffic navigation. Staff responded that it would complement Waze, and it was noted that this program makes audible announcements and is not intended to be viewed by drivers.

MOTION: Council Member Hughes moved to approve as presented. Deputy Mayor Pro-Tempore Quintanilla seconded the motion. Motion carried unanimously.

Resolution No. R20-044: Paradigm Traffic Systems Software License Agreement

13. Present and Discuss the Finance Department Quarterly Financial Report of the Town of Addison for the Fiscal Year 2020 Second Quarter Ended March 31, 2020.

Steven Glickman, Chief Financial Officer presented this item. He advised this report covers the financial performance through the second quarter for Fiscal Year 2020 (October 1, 2019 - March 31, 2020). Mr. Glickman reviewed the key financial indicators along with more detailed exhibits that demonstrated the current financial position for the various funds. The report included information for the following funds: General, Hotel, Economic Development, Airport, Utility, and Stormwater funds.

Key highlights for the second quarter include:

- General Fund revenue totaled \$30.6 million, which is 78.3 percent of the fiscal year budget.
- General Fund expenditures totaled \$19.0 million, which is 44.1 percent of the fiscal year budget.
- Sales tax collections totaled \$7.6 million, which is 55.4 percent of the fiscal year budget.
- The Hotel Fund had revenue of \$2.7 million and expenditures of \$2.5 million, which are in line with historical averages.
- Performing Arts expenditures are at 89.0 percent due to the first payment of the Water Tower Theatre grant.
- Special Events revenues totaled 9.9 percent, and expenses totaled 13.7 percent of the fiscal year budget. This is in line with historical averages because of the timing of events.
- Airport Fund operating revenue totaled \$2.9 million or 50.6 percent, and operating expenditures totaled \$2.8 million or 50.4 percent of the fiscal year budget.
- Utility Fund operating revenue totaled \$5.2 million or 39.9 percent, and expenditures totaled \$6.7 million or 51.1 percent of the fiscal year budget. This is in line with historical averages (seasonally low water usage).
- Stormwater Fund revenue and expenditures are in line with historical averages.

The Quarterly Investment Report for Quarter 2 of Fiscal Year 2020 is also being provided for informational purposes. This report has been prepared in accordance with state law and the Town's Financial Policies.

Monthly sales tax collections for Fiscal Year 2020 was compared to Fiscal Years 2018 and 2019. Discussion followed regarding the effects of the COVID-19 Pandemic on the next quarter of the fiscal year. Mayor Chow remarked on the Town's good financial position going into the Pandemic.

Announcements and Acknowledgements regarding Town and Council Events and Activities-
(Postponed from earlier on the Agenda.)

Adjourn Meeting

There being no further business to come before the Council, Mayor Chow adjourned the meeting.

TOWN OF ADDISON, TEXAS

Joe Chow, Mayor

ATTEST:

Irma G. Parker, City Secretary

Work Session and Regular Meeting

7.

Meeting Date: 06/09/2020

Department: Infrastructure- Development Services

Pillars: Excellence in Transportation Systems

AGENDA CAPTION:

Consider Action to Approve a **Resolution Accepting the Coronavirus Aid, Relief, and Economic Security (CARES) Act Grant from Texas Department of Transportation (TxDOT)** in the Amount of \$157,000.

BACKGROUND:

On March 27, 2020, the President of the United States signed the Coronavirus Aid, Relief, and Economic Security (CARES) Act into law. This act provides \$10 billion in funds to be distributed as economic relief to eligible U.S. airports affected by the ongoing COVID-19 pandemic.

The amount each airport receives is based on a formula created by the Federal Aviation Administration (FAA) that categorizes each airport in the national airport system. In this system, Addison Airport is categorized as a National General Aviation airport and is eligible for \$157,000 from the relief fund created by the CARES Act. Unlike typical Airport Improvement Program (AIP) grants, this does not require a local match from the grant recipient. The FAA will provide 100% of the funds that will be distributed to Addison Airport through TxDOT. Because these funds are in the form of a supplemental discretionary grant, they may be used to cover the airport's operating expenses.

RECOMMENDATION:

Administration recommends approval.

Attachments

Resolution - CARES Act Grant

RESOLUTION NO. R20-

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS AUTHORIZING ACCEPTANCE OF A CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY (CARES) ACT GRANT FROM THE TEXAS DEPARTMENT OF TRANSPORTATION IN THE ESTIMATED AMOUNT OF \$157,000 TO PREVENT, PREPARE FOR AND RESPOND TO THE IMPACTS OF THE COVID-19 PUBLIC HEALTH EMERGENCY ON AIRPORT OPERATIONS; AUTHORIZING THE EXECUTION OF DOCUMENTS RELATIVE TO THE ACCEPTANCE OF SUCH GRANT AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on March 20, 2020, the Addison City Council approved Resolution No. R20-026 relative to the continuation of the proclamation of a local state of disaster, authorizing additional authority related to local state of disaster, and adopting and approving certain rules to protect the health of persons in the Town of Addison; and

WHEREAS, the U.S. Department of Transportation has made Coronavirus Aid, Relief, and Economic Security (CARES) Act Grants available to general aviation airports, through the Texas Department of Transportation; and

WHEREAS, the Texas Department of Transportation acts as agent for the U.S. Department of Transportation for the purposes of applying for, receiving, and disbursing all aviation grant funds and for the administration of contracts necessary for the implementation of these improvements; and

WHEREAS, the Town of Addison, Texas has received an offer of financial assistance in the form of a 100% grant of approximately \$157,000, from the Texas Department of Transportation; and

WHEREAS, funds can be used to cover revenue shortfalls, for capital expenditures, for general operating expenses of the Addison Airport, including payroll, and other purposes for which airport revenues may be lawfully used provided the Town of Addison, Texas continues to employ, through December 31, 2020, at least 90% of the number of individuals employed as of March 27, 2020.

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

SECTION 1. The City Manager or his designee is hereby authorized to accept a Coronavirus Aid, Relief, and Economic Security (CARES) Act Grant from the Texas Department of Transportation in the estimated amount of \$157,000 to prevent, prepare for, and respond to the impacts of the COVID-19 public health emergency on airport operations. The grant reimburses the Addison Airport for 100% of qualifying expenses and revenue shortfalls and requires no matching funds.

SECTION 2. The City Manager is hereby authorized to administer to all matters relating to such grant and to execute all necessary documents relative to the acceptance of such grant.

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 9th day of JUNE 2020.

TOWN OF ADDISON, TEXAS

Joe Chow, Mayor

ATTEST:

APPROVED AS TO FORM:

Irma Parker, City Secretary

Brenda N. McDonald, City Attorney

Work Session and Regular Meeting

8.

Meeting Date: 06/09/2020

Department: Finance

Pillars: Gold Standard for Financial Health

AGENDA CAPTION:

Consider Action to Approve the Second Quarter Update from the Finance Committee to the City Council for the Period from January 2020 to March 2020.

BACKGROUND:

The Finance Committee (Committee) serves in an advisory capacity to the City Council. The Committee includes: Council Members Tom Braun, Ivan Hughes, and Marlin Willesen. The Committee reviews and makes recommendations to the City Council regarding the following matters:

- Quarterly Financial Reports;
- Comprehensive Annual Financial Report (CAFR);
- Long-term debt capacity of the Town;
- Engagement of independent accounting firms to audit the financial statements; and
- Review the adequacy and implementation of an internal audit function.

The Committee meets monthly and is required to provide quarterly reports to the Council. The attached report cover topics discussed at the Committee Meetings for the second quarter of Fiscal Year 2020 from January to March 2020.

RECOMMENDATION:

Administration recommends approval.

Attachments

Finance Committee Quarterly Report - January - March 2020



Finance Committee Report

January – March 2020

The Finance Committee shall serve solely in an advisory capacity to the City Council. Among other matters that may be requested from time to time by the Council, the Finance Committee may review and make recommendations to the City Council regarding the following matters:

- quarterly financial reports,
- comprehensive financial annual report (CAFR),
- long term debt capacity of the Town,
- engagement of independent accounting firms to audit the financial statements,
- review the adequacy and implementation of any internal audit function.

Finance Committee members as of March 2020:

- Tom Braun, Mayor Pro-Tempore
- Ivan Hughes, Council Member
- Marlin Willesen, Council Member

This document covers the topics discussed by the Committee from January to March 2020.

January 13, 2020

Topic	Discussion
Quarterly Finance Committee Report	Draft Fiscal Year 2020 1 st Quarter Finance Committee Report. This report was on the February 25 th , 2020 Council meeting.
Comprehensive Annual Financial Report (CAFR) Update	Staff indicated that the audit firm was nearing completion and the final document would be made available to the Committee when available.
Quarterly Financial Report Suggested Edits Discussion	<p>The Committee and Staff reviewed the current format and content of the Quarterly Financial Report. Based on this discussion, it was determined to make some minor edits to the Report. These included:</p> <ul style="list-style-type: none"> • Footnotes were added at the bottom of each page instead of consolidating them in the beginning of the document. • The colors red, yellow, and green were changed in certain locations so they retain a consistent meaning throughout the document. • Minor changes were made to the title of charts, descriptions, etc. to make the document more user friendly- especially for a first-time reader. • The staffing table was reformatted, and additional information was added at the bottom regarding public safety staffing.



Finance Committee Report

January – March 2020

Topic	Discussion
	<ul style="list-style-type: none">• Economic Development data was relocated so the document flowed better.• Updates were made to the colors, page breaks, and graph types used in the report for consistency and appearance.

Attendees: Tom Braun, Ivan Hughes, Marlin Willesen, Wes Pierson, Bill Hawley, John Crawford, Amanda Turner, Kristen Solares

February 10, 2020

Topic	Discussion
1st Quarter Financial Report Review (ending December 31, 2019)	The Committee and Staff reviewed a draft of the Quarterly Financial Report that incorporated the changes discussed at the January 2020 Finance Committee Meeting. The changes were positively received. The report was presented at the February 25 th , 2020 Council meeting.
Comprehensive Annual Financial Report (CAFR) Update	The Committee was advised that receipt of the draft CAFR is anticipated scheduled in late February.
Sales Tax Discussion	The Committee and Staff discussed a proposed change by the Texas Comptroller regarding how sales tax is allocated for certain remote and internet-based purchases. Staff explained that the proposed change would negatively impact Addison's sales tax receipts. Staff was in the process of determining the size of the possible loss in revenue. Staff discussed the timeline for the Comptroller's action and the probability of legal action by cities as an attempt to block the change.

Attendees: Tom Braun, Ivan Hughes, Marlin Willesen, Wes Pierson, Bill Hawley, Nathan Parras, John Crawford, Amanda Turner, Kristen Solares



Finance Committee Report

January – March 2020

March 23, 2020

Topic	Discussion
Comprehensive Annual Financial Report (CAFR) Presentation	Audit results presented by BKD. Senior Audit Manager Rachel Ormsby stated that the Town received an unmodified “clean” opinion. Staff created the CAFR in-house and it was reviewed by the auditors. Staff informed the Committee that the CAFR will be submitted to the Government Finance Officer’s Association (GFOA) for consideration for the Certificate of Achievement in Financial Reporting. This would be the 44 th consecutive year the Town had received the award. Reviewed Councilmember Ivan Hughes’ questions related to CAFR and staff’s answers to those questions.

Attendees: Tom Braun, Ivan Hughes, Wes Pierson, Steven Glickman, Rachel Ormsby, John Crawford, Amanda Turner

Work Session and Regular Meeting

9.

Meeting Date: 06/09/2020

Department: City Secretary

AGENDA CAPTION:

Consider Action to Approve a **Resolution Re-Appointing Ivan Hughes as Representative and Paul Voelker as Alternate to the Aggregated Position of Representative to the Regional Transportation Council of the North Central Texas Council of Governments.**

BACKGROUND:

The Regional Transportation Council is a forty-four (44) member independent transportation policymaking body which determines how regional transportation funds should be spent. The municipalities of Richardson and Addison share one (1) representative. With this resolution, the City Council reappoints Council Member Ivan Hughes as the primary representative with Richardson Mayor Paul Voelker as the alternate representative. Both of these individuals are currently serving in their respective roles.

The City of Richardson and the Town of Addison rotate the appointments and collaborate together to ensure the interests of both cities are represented. Attached is the approved resolution from the City of Richardson indicating re-appointment of Council Member Hughes and Mayor Voelker.

RECOMMENDATION:

Administration recommends approval.

Attachments

Resolution - Regional Transportation Council

Resolution - Regional Transportation Council - Richardson

RESOLUTION NO. R20-__

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS, APPOINTING IVAN HUGHES AS REPRESENTATIVE AND PAUL VOELKER AS ALTERNATE TO THE AGGREGATED POSITION OF REPRESENTATIVE TO THE REGIONAL TRANSPORTATION COUNCIL (RTC) OF THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS, WHICH FRACTIONAL ALLOCATION MEMBERSHIP IS SHARED WITH THE CITY OF RICHARDSON; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, regional transportation planning improved mobility are goals of the Town of Addison; and

WHEREAS, the Town of Addison desires to have a representative on the Regional Transportation Council (RTC).

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

SECTION 1. That Ivan Hughes, Council Member of the Town of Addison, is hereby appointed representative to the Regional Transportation Council (RTC) of the North Central Texas Council of Governments.

SECTION 2. That Paul Voelker, Mayor of the City of Richardson, is hereby appointed as Alternate to the Regional Transportation Council (RTC) of the North Central Texas Council of Governments.

SECTION 3. That this Resolution shall become effective immediately from and after its passage.

DULY RESOLVED AND ADOPTED by the City Council of the Town of Addison, Texas, on this the 9th day of JUNE 2020.

TOWN OF ADDISON, TEXAS

Joe Chow, Mayor

ATTEST:

APPROVED AS TO FORM:

Irma G. Parker, City Secretary

Brenda N. McDonald, City Attorney

RESOLUTION NO. 20-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RICHARDSON, TEXAS, REAPPOINTING COUNCIL MEMBER IVAN HUGHES TO THE AGGREGATED POSITION OF PRIMARY REPRESENTATIVE, AND MAYOR PAUL VOELKER TO THE AGGREGATED POSITION OF ALTERNATE REPRESENTATIVE, TO THE REGIONAL TRANSPORTATION COUNCIL OF THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS, WHICH FRACTIONAL ALLOCATION MEMBERSHIP IS SHARED WITH THE TOWN OF ADDISON; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, regional transportation planning and improved mobility are goals of the City of Richardson; and

WHEREAS, the City of Richardson desires to have a representative on the Regional Transportation Council; and

WHEREAS, Council Member Ivan Hughes is presently serving as Primary Representative on the Regional Transportation Council; and

WHEREAS, Mayor Paul Voelker is presently serving as Alternative Representative on the Regional Transportation Council;

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

SECTION 1. That Ivan Hughes, Council Member of the Town of Addison, is hereby reappointed as Primary Representative to the Regional Transportation Council of the North Central Texas Council of Governments for the term ending June 30, 2022.

SECTION 2. That Paul Voelker, Mayor of the City of Richardson, is hereby reappointed as Alternate Representative to the Regional Transportation Council of the North Central Texas Council of Governments for the term ending June 30, 2022.

SECTION 3. That this Resolution shall become effective immediately from and after its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Richardson, Texas, on this the 1st day of June 2020.



CITY OF RICHARDSON, TEXAS


MAYOR

ATTEST:


CITY SECRETARY

APPROVED AS TO FORM:


PETER G. SMITH, CITY ATTORNEY
(PGS:05-12-20:TM 115570)

Work Session and Regular Meeting

10.

Meeting Date: 06/09/2020

Department: City Manager

Milestones: Develop a Cotton Belt Strategy

AGENDA CAPTION:

Present, Discuss and Consider Action on a **Resolution Approving an Interlocal Agreement Between the Town of Addison and Dallas County for the Distribution of CARES Act Funds to the Town for Authorized CARES Act Activities and Authorize the City Manager to Execute the Agreement.**

BACKGROUND:

The CARES Act established the Coronavirus Relief Fund (the “Fund”) and appropriated funds to be used to make payments for specified uses by state and local governments. The State of Texas set aside \$1.85 billion to distribute to cities and counties that had not already received a direct allocation from the U.S. Treasury. This amounts to approximately \$55 per capita for each city. Addison is eligible for \$894,465 in reimbursements.

This agenda item ask Council to approve an interlocal agreement (ILA) with Dallas County allowing the Town of Addison to accept and utilize these funds in accordance with Treasury Department and Dallas County requirements. Staff will seek Council direction and approval before initiating any programs eligible for reimbursement under this agreement. This ILA is the first of many steps necessary to obtain reimbursement.

The CARES Act provides that payments from the Fund may only be used to cover costs that meet all the following:

- Were necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID–19).
- Were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act).
- Were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.

Eligible expenditures include, but are not limited to, payment for items in these 6 categories.

1. Medical expenses such as:

- COVID-19-related expenses of public hospitals, clinics, and similar facilities.
- Expenses of establishing temporary public medical facilities for COVID-19.

- Costs of providing COVID-19 testing.
- Emergency medical response expenses, including emergency medical transportation, related to COVID-19.
- Expenses for establishing and operating public telemedicine capabilities for COVID-19 related treatment.

2. Public health expenses such as:

- Expenses for communication and enforcement of public health orders related to COVID-19.
- Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment, for medical personnel, police officers, and other public health or safety workers in connection with the COVID-19 public health emergency.
- Expenses for disinfection of public areas and other facilities in response to the COVID-19 public health emergency.
- Expenses for technical assistance to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety.
- Expenses for public safety measures undertaken in response to COVID-19.
- Expenses for quarantining individuals.

3. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID19 public health emergency.

4. Expenses of actions to facilitate compliance with COVID-19-related public health measures, such as:

- Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions.
- Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions.
- Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions.
- COVID-19-related expenses of maintaining state prisons and county jails, including as relates to sanitation and improvement of social distancing measures, to enable compliance with COVID-19 public health precautions.
- Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions.

5. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency, such as:

- Expenditures related to the provision of grants to small businesses to

- reimburse the costs of business interruption caused by required closures.
- Expenditures related to a State, territorial, local, or Tribal government payroll support program.
- Unemployment insurance costs related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.

6. Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria.

In addition to discussing the ILA, Staff will seek Council direction on the preferred uses of these funds. Staff recommends three program types:

- Town Reimbursement Programs
- Resident Assistance Programs
- Business Assistance Programs

Staff will take this direction and develop recommended programs. These will be brought before Council at future meetings to seek approval before they are implemented.

RECOMMENDATION:

Administration recommends approval.

Attachments

Resolution - CARES Act Interlocal Agreement
CARES Act Funding Distribution June 2 2020

RESOLUTION NO. R20-__

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE TOWN OF ADDISON, TEXAS (CITY) AND DALLAS COUNTY, TEXAS (COUNTY) FOR THE DISTRIBUTION OF CARES ACT FUNDS FOR AUTHORIZED ACTIVITIES; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND, PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City is a “local government” as defined by Texas Government Code § 791.003(4)(A) and desires to enter into this Agreement pursuant to Texas Government Code, Chapter 791; and

WHEREAS, the County is in receipt of funds from the United States Treasury Department under the Coronavirus Aid, Relief, and Economic Security Act also known as the “CARES Act”; and

WHEREAS, the County desires to contract, with the City for the administration of the distribution of some of Dallas County’s CARES Act funds by providing funds to the City for authorized CARES Act activities; and

WHEREAS, the County has the authority under Chapter 791, Texas Government Code to contract with other local governments for government functions and services; and

WHEREAS, the County wishes to engage the services of the City for the administration of the distribution of a portion of the County’s CARES Act funds in accordance with the Guidance from the United States Treasury Department; and

WHEREAS, the City is capable of providing the services and related activities for the appropriate distribution of CARES Act funds; and

WHEREAS, on March 12, 2020, the Dallas County Judge declared a local state of disaster for a public health emergency in relation to COVID-19; and

WHEREAS, on March 13, 2020, the Governor of the State of Texas declared a state of disaster and the President of the United States declared a national emergency in relation to COVID-19; and

WHEREAS, the Governor of Texas, on March 13, 2020, invoked Texas Government Code §418.017 in his state-wide disaster declaration, to “authorize the use of all available resources of state government and of political subdivisions that are reasonably necessary to cope with this disaster”, and

WHEREAS, some local businesses and residents have experienced extraordinary economic strain due to state and local regulations related to the COVID-19; and

WHEREAS, the County finds that the expenditure of public funds in support of the operations of the City’s businesses and residents, especially in this time of a pandemic crises, accomplishes a valid public purpose of protecting the Dallas County economy and the economic welfare of the residents of Dallas County; and

WHEREAS, the City will serve a benefit to all Dallas County residents during this pandemic, providing essential assistance to residents and businesses within the City; and

WHEREAS, the Parties desire to enter into this Agreement for the purposes stated herein; and

WHEREAS, these Recitals are incorporated into this Agreement and are expressly made a part of this Agreement; and

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

SECTION 1. The facts and recitations contained in the preamble of this Resolution are hereby found and declared to be true and correct.

SECTION 2. The Interlocal Agreement, attached as **Exhibit A** and incorporated herein, is hereby approved. The City Secretary is directed to Attest said document.

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 9th day of **June** 2020.

TOWN OF ADDISON, TEXAS

Joe Chow, Mayor

ATTEST:

APPROVED AS TO FORM:

Irma Parker, City Secretary

Brenda N. McDonald, City Attorney

WHEREAS, on March 13, 2020, the Governor of the State of Texas declared a state of disaster and the President of the United States declared a national emergency in relation to COVID-19; and

WHEREAS, the Governor of Texas, on March 13, 2020, invoked Texas Government Code § 418.017 in his state-wide disaster declaration, to “authorize the use of all available resources of state government and of political subdivisions that are reasonably necessary to cope with this disaster”, and

WHEREAS, some local businesses and residents have experienced extraordinary economic strain due to state and local regulations related to the COVID-19; and

WHEREAS, the County finds that the expenditure of public funds in support of the operations of the City’s businesses and residents, especially in this time of a pandemic crises, accomplishes a valid public purpose of protecting the Dallas County economy and the economic welfare of the residents of Dallas County; and

WHEREAS, the City will serve a benefit to all Dallas County residents during this pandemic, providing essential assistance to residents and businesses within the City; and

WHEREAS, the Parties desire to enter into this Agreement for the purposes stated herein; and

WHEREAS, these Recitals are incorporated into this Agreement and are expressly made a part of this Agreement; and

NOW THEREFORE, in consideration of the promises and agreements hereinafter set forth, the Parties agree as follows:

2. TERM:

The term of this Agreement shall begin upon day this Agreement last executed by the Parties and continue until the services are rendered and the CARES Act funds under this Agreement are distributed, unless terminated earlier under any provision hereof. Notwithstanding the foregoing, the services and deliverables herein shall be completed by November 30, 2020 (the “Term”).

3. INCORPORATED DOCUMENTS:

The following documents are incorporated by reference as if fully reproduced herein:

- (a) **Exhibit A-** Coronavirus Relief Fund Guidance for State, Territorial, Local, and Tribal Governments from the United States Treasury Department.

4. ORDER OF PRECEDENCE:

In the event of any conflict or inconsistency between or among the provisions of this Agreement or any incorporated or referenced document or any exhibit, attachment, or associated document, such conflict or inconsistency shall be resolved in the following order of precedence: (1) this Agreement and any subsequent amendments; then (2) Exhibit A.

5. CITY'S SCOPE OF SERVICES AND OBLIGATIONS:

- (a) The City shall distribute the CARES Act funds provided by the County in accordance with the guidance as detailed in the attached and incorporated **Exhibit A**.
- (b) The City may choose to set up programs such as housing assistance for its residents and grants and loans for its businesses.
- (c) The City shall only disburse the CARES Act funds within its municipal corporate limits to eligible residents and individuals as determined by the City in compliance with the guidance in **Exhibit A**.
- (d) The City shall not be permitted to duplicate any efforts the County is undertaking for the County's CARES Act funding programs. For example, the County is beginning emergency assistance programs for daycare facilities, small business loans and grants, and emergency housing and rental assistance for residents. For purposes of clarity, if a resident is a recipient of assistance from a County program, then the resident shall be automatically disqualified from the any further City assistance with CARES Act funds. The same disqualification shall apply to businesses within the City.
- (e) The City shall keep the County informed of all expenditures made under this Agreement on a monthly basis during the Term in any format of report or reporting as determined in the County's sole discretion.
- (f) The City shall comply with the terms, conditions, and structure of the Funding Formula in Section 6 below.
- (g) The City shall return any unspent funds to the County by December 11, 2020.

6. COUNTY'S OBLIGATIONS:

County agrees to perform the following:

- (a) Dallas County will assist City in scheduling appointments with key County personnel and employees;
- (b) Dallas County shall maintain supervisory control of the ultimate disbursement of funds under any program or disbursement approved by the City;
- (c) Dallas County will provide funding in an amount of up to of **fifty-five dollars (\$55)** per City resident based on the 2019 estimated population. The estimated population under this formula and the amount of funds provided to City shall be in the sole discretion of the County (hereinafter "Funding Formula").
 - 1. Under this Funding Formula, the County will provide **twenty percent (20%)** of the eligible funds under this Agreement to the

City upon execution of this Agreement. The City may apply for the further disbursement of funds for specific projects, programs, or purchases from the County for the remaining **eighty percent (80%)** of the eligible funding under this Funding Formula during the duration of this Agreement.

2. For the remaining **eighty percent (80%)** under this Funding Formula, the City shall seek pre-approval from the County for any proposed program, initiative, or disbursement of funds. Once written approval is obtained from the County, the City may seek a disbursement for that specific program, initiative, or project from the County.

7. TERMS AND CONDITIONS:

County agrees to provide CARES Act funding to City for approved budget expenses incurred and for documented units of services performed, subject to the following limitations:

- (a) **Not to Exceed Amount.** City understands and agrees that the maximum total amount payable for the services and funds distributed described herein shall not exceed **the amount as determined by the Funding Formula detailed in Section 6(c) above** (hereinafter "Not to Exceed Amount") unless a formal written amendment is executed by the Parties hereto and is formally approved by the Commissioners Court. County shall not pay for any services nor distribute any funds that would cause the amounts described herein in excess of the Not to Exceed Amount. Within this Not to Exceed Amount the City may fund its internal and indirect costs for administering the CARES Act funds in an amount not to exceed **ten percent (10%)** of all funds received under this Agreement.
- (b) City agrees to submit complete, fully documented, and accurate itemized invoices, receipts, and other appropriate documentation, as required by County, following the completion of the services and disbursement of the funds. Specifically, the invoices, receipts, and other documentation shall be itemized and include supporting documentation and any management fees. Within the supporting documentation the subcontractor invoices shall be included, if any. All required documentation shall be submitted on the first day of each month during the Term of this Agreement as expenses are incurred or funds are disbursed. All documentation submitted shall represent the services rendered and funds disbursed by Contractor for the previous month.
- (c) **Twenty percent (20%)** of the available funds under this Agreement and the Funding Formula will be made to the City upon execution of the Agreement. The City may apply for further funds of the remaining **eighty percent (80%)** as described in the Funding Formula through the duration of this agreement. The County may in its sole discretion disallow or refuse to fund any activity for which further funding is sought by the City that is not in compliance with **Exhibit A**. Further, the County may withhold further funding from the City if the City fails to comply with County's reporting requirements, performance objectives, or other

requirements relating to City's performance of work, deliverables, and services under this Agreement. County shall pay the City only for those reimbursable costs that are allowable under applicable rules and regulations, as stated in this Agreement. Should the United States Treasury Department, the United States Congress, the Executive Branch of Federal Government, the Federal Judiciary, or any other Federal Agency with jurisdiction issue further guidance on the appropriate use of the CARES Act funds, that further guidance shall be automatically incorporated into this Agreement in **Exhibit A** without the need for a formal amendment. County shall have the right to withhold all or part of any reimbursement funds to the City to offset any reimbursement made to City for ineligible expenditures or undocumented units of services billed as determined by the County in its sole discretion.

- (d) City understands and agrees that all documentation must be submitted to County on a rolling monthly basis during the Term of this Agreement. All receipts and expenditures must have appropriate supporting documentation before such billings will be approved.
- (e) The Dallas County Auditor is responsible for monitoring fiscal compliance activities and shall resolve any dispute between the Parties regarding County's payments to City for services rendered under this Agreement.
- (f) Prior Debts. County shall not be liable for costs incurred or performances rendered by City before or after the Term; for expenses not billed to County within the applicable time frames set forth in this Agreement; or for any payment for services or activities not provided pursuant to the terms of this Agreement.
- (g) Refund provision. The County shall have the right to demand repayment of any funds paid to City for services rendered or funds disbursed that did not comply with the terms of this Agreement or that were determined to be ineligible expenditures by the County or the Federal Government. The City shall promptly refund any monies previously paid or disbursed by County that the County, in its sole discretion, determines were used for services or activities that were not in compliance with this Agreement.

8. REPORTING AND ACCOUNTABILITY:

- (a) Reporting. City agrees to submit all required documentation and reports on a timely basis and in accordance with the specified time frames pursuant to this Agreement. Penalties for delinquent reporting may include withholding of payments until such time all reports are received, cancellation and/or termination of this Agreement with no obligation to pay for undocumented or ineligible services, or both.
- (b) Access to Records. City agrees that County, or any of its duly authorized representatives, or the Federal Government has the right of timely and unrestricted access to any books, documents, papers, reports, or other records of City that are pertinent to the fulfillment of the requirements of this Agreement, in order to make audit, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable

access to City's personnel for the purpose of reviewing, interviewing, evaluating, and monitoring related to such documents. All such items shall be furnished to the County in Dallas County, Texas.

- (c) Ownership. City agrees that all information, data, and supporting documentation that relates to the services provided hereunder shall remain the property of City.
- (d) Maintenance of Records. City's records, books, and other documents reasonably related to this Agreement shall be kept and maintained in standard accounting form. Such records, books, and documents shall be made available in Dallas County subject to inspection by County or authorized County personnel upon request.
- (e) Audit. The Dallas County Auditor, its assigns, or any other governmental entity approved by County shall have the unrestricted right to audit all data or documents related to this Agreement. Such data shall be furnished in Dallas County at a mutually convenient time within a reasonable time. Should County determine it reasonably necessary, City shall make all of its records, books, and documents reasonably related to this Agreement available to authorized County personnel, at reasonable times and within reasonable periods, for inspection or auditing purposes or to substantiate the provisions of services under this Agreement.
- (f) Retention of Records. All records, books, and documents reasonably related to this Agreement shall be maintained and kept by City for a minimum of four (4) years and ninety (90) days after termination or expiration of this Agreement. If any litigation, claim, or audit involving these documents or records begins before the specified period expires, City must keep the records and documents for not less than four (4) years and ninety (90) days and until all litigation, claims, or audit findings are resolved, whichever is later. **City is strictly prohibited from destroying or discarding any records, books, or other documents reasonably related to this Agreement, unless the time period for maintaining such under this subsection (f) has lapsed.**

9. CONFIDENTIALITY:

- (a) City shall not disclose privileged or confidential communications or information acquired in the course of the performance under this Agreement, unless authorized by law. City agrees to adhere to all confidentiality requirements, as applicable, for performance under this Agreement.
- (b) Public Information Act. The Parties acknowledge and agree that County and City are subject, as a matter of law, to Texas Government Code, Chapter 552, also known as the "Texas Public Information Act" (hereinafter "Public Information Act"). Notwithstanding any other provision, the Parties agree that in the event that any provision of this Agreement, or other documents related to this Agreement, including, but not limited to, any exhibit, attachment, amendment, addendum, or other incorporated document, is in conflict with the Public

Information Act, such provision shall be of no force or effect. Furthermore, it is expressly acknowledged and agreed that the County, County Commissioners Court, County Judge, Elected County Officials, County Department Heads and County Employees (hereinafter "County Requestors") may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any software, hardware, firmware, or any part thereof, or other equipment or item, data or information, or any other thing or item furnished to or in the possession or knowledge of County. It is further acknowledged and agreed that the County Requestors have the right and obligation by law to rely on the advice, decisions and opinions of the Texas Attorney General. City hereby releases the County Requestors from any and all liability or obligation of any type, kind or nature regarding any disclosure of any software, hardware, firmware, or any part thereof, or other equipment or item, data or information, or any other thing or item furnished by City or in the possession or knowledge of the County that is determined by County or in reliance on any advice, decision or opinion of the Texas Attorney General to be available to the public or any persons.

- (c) Any Public Information Act request received by the City or County for documents related to this Agreement or any program undertaken pursuant to this Agreement shall be handled by the entity who received the Public Information Act request.
- (d) Notwithstanding the foregoing, the Parties agree, to the extent permitted by the Public Information Act, to keep confidential (and store in a secure area with limited access) and will not copy, publish, sell, exchange, disclose, or provide to others or use any information, documents or data, provided to or disclosed to the other Party, or any information related to this Agreement, including, but not limited to, any exhibit, attachment, amendment, addendum, or other incorporated document, for any purposes other than performing each Party's obligations under this Agreement.

10. INDEMNIFICATION:

THE PARTIES AGREE TO BE RESPONSIBLE EACH FOR THEIR OWN NEGLIGENT ACTS OR OMISSIONS, OR OTHER TORTIOUS CONDUCT IN THE COURSE OF PERFORMANCE OF THIS AGREEMENT WITHOUT WAIVING ANY SOVEREIGN IMMUNITY, GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO THE PARTIES UNDER FEDERAL OR STATE LAW. NOTHING IN THIS PARAGRAPH SHALL BE CONSTRUED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, IN OR TO ANY THIRD PERSONS OR ENTITIES. THE PARTIES AGREE THAT ANY SUCH LIABILITY OR DAMAGES OCCURRING DURING THE PERFORMANCE OF THIS AGREEMENT CAUSED BY THE JOINT OR COMPARATIVE NEGLIGENCE OF THE PARTIES, OR THEIR EMPLOYEES, AGENTS OR OFFICERS, SHALL BE DETERMINED IN ACCORDANCE WITH COMPARATIVE RESPONSIBILITY LAWS OF TEXAS.

11. INSURANCE:

City and County agree that they will, at all times during the Term of this Agreement, maintain in full force and effect insurance or self-insurance to the extent permitted by applicable laws, and that is maintained at appropriate levels of insurance commensurate with each Party's obligations hereunder and in accordance with sound accounting practices. City and County will be responsible for their respective costs of such insurance, any and all deductible amounts in any policy and any denials of coverage made by their respective insurers.

12. EXPENSES

Unless prior written approval by County is obtained or otherwise detailed in this Agreement, City shall be responsible for all mileage and other miscellaneous expenses related to the fulfillment of the requirements of this Agreement. Mileage and other miscellaneous expenses shall be included in the Not to Exceed Amount.

13. TERMINATION:

- (a) Suspension. Should County desire to suspend the services, but not terminate the Agreement, County shall issue a written order to stop work. The written order shall set out the terms of the suspension. The City shall stop all services as set forth in this Agreement and will cease to incur costs to County or disburse funds during the term of the suspension. City shall resume work when notified to do so by County in a written authorization to proceed. If a change in the terms and conditions of payment for services of this Agreement is necessary because of a suspension, a mutually agreed contract amendment will be executed in accordance with this Agreement.

- (b) Termination. The County, at its option and without prejudice to any other remedy to which it may be entitled to at law or in equity, or elsewhere under this Agreement, terminate this Agreement, in whole or part, by giving thirty (30) days prior written notice thereof to the City with the understanding that all services being performed under this Agreement shall cease upon the date specified in such notice. In the event of cancellation, City shall cease any and all services under this Agreement or disbursement of funds on the date of termination and to the extent specified in the notice of termination. Upon receipt of such notice, City shall not incur any new obligations or perform any additional services and shall cancel any outstanding obligations or services to be provided. Upon termination of this Agreement as herein above provided, any and all unspent funds that were paid or provided by County to City under this Agreement and any and all County data, documents and information in City's possession shall be returned to County within five (5) working days of the date of termination. In no event shall County's termination of this Agreement, for any reason, subject County to liability.
 1. Without Cause: This Agreement may be terminated, in whole or in part, without cause, by County upon thirty (30) days prior written notice to the City.

2. With Cause: County reserves the right to terminate this Agreement immediately, in whole or in part, at its sole discretion, for the following reasons:
- A. Lack of, or reduction in, funding or resources in accordance with Section 29 (Fiscal Funding Clause);
 - B. Non-performance by City or City's failure or inability to perform or substantially perform, for whatever reason, the services required or funds to be disbursed under this Agreement;
 - C. City's improper, misuse or inept use of CARES Act funds under this Agreement;
 - D. City's failure to comply with the terms and provisions of this Agreement;
 - E. City's submission of invoices, data, statements and/or reports that are incorrect, incomplete, or false in any way;
 - F. City's failure to comply with County's reporting requirements, the program objectives, the terms, conditions, or standards of this Agreement, applicable federal, state, or local laws, rules, regulations and ordinances, or any other requirement set forth in this Agreement;
 - G. City's failure to perform the work and services required by this Agreement within the time specified herein or any extension thereof;
 - H. City's inability to perform under this Agreement due to judicial order, injunction or any other court proceeding.

14. NOTICE:

Any notice to be given under this Agreement shall be deemed to have been given if reduced to writing and delivered in person or mailed by overnight or Registered Mail, postage pre-paid, to the party who is to receive such notice, demand or request at the addresses set forth below. Such notice, demand or request shall be deemed to have been given three (3) days subsequent to the date it was so delivered or mailed.

TO COUNTY:

Judge Clay Jenkins
Dallas County
411 Elm St. 2nd Floor
Dallas County, Texas 75202
(214) 653-6018 (office)

(214) 653-7449 (fax)

With a copy to:

Russell Roden
Chief, Civil Division
Dallas County District Attorney's Office
411 Elm Street, 5th Floor
Dallas, Texas 75202

To City:

Joe Chow, Mayor
5300 Belt Line Road
Dallas, Texas 75254
(972) 450-7000 (office)

With a copy to:

Wesley S. Pierson, City Manager
5300 Belt Line Road
Dallas, Texas 75254
(972) 450-7000 (office)

15. SEVERABILITY:

If any provision of this Agreement is construed to be illegal or invalid, this will not affect the legality or validity of any of the other provisions in this Agreement. The illegal or invalid provision will be deemed stricken and deleted, but all other provisions shall continue and be given effect as if the illegal or invalid provisions had never been incorporated.

16. IMMUNITY:

This Agreement is expressly made subject to County's Sovereign Immunity, Title 5 of the Texas Civil Practices and Remedies Code and the City's governmental immunity, and all applicable federal and state law. The Parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of any immunities from suit or from liability that the County or City has by operation of law.

17. COMPLIANCE WITH LAWS:

In providing services required by this Agreement, City must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations. City shall be responsible for ensuring its compliance with any laws and regulations applicable to its operations and functions.

18. GOVERNING LAW AND VENUE:

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Interlocal Agreement between Dallas County and Municipal Corporations within Dallas County for CARES Act funding

The validity and interpretation of this Agreement, and the rights and obligations of the Parties hereunder, shall be governed by and construed in accordance with the laws of the State of Texas and any applicable guidance from the Federal Government or Federal Agency. This Agreement is performable and enforceable in Dallas County, Texas where the principal office of County is located and the state or federal courts of Dallas County shall be the sole and exclusive venue for any litigation, special proceeding, or other proceeding as between the Parties that may be brought, or arise out of, in connection with, or by reason of this Agreement.

19. AMENDMENTS AND CHANGES IN THE LAW:

No modification, amendment, novation, renewal or other alteration of this Agreement shall be effective unless mutually agreed upon in writing and executed by the Parties hereto. Any alteration, addition or deletion to the terms of this Agreement which are required by changes in federal law, federal guidance, or state law are automatically incorporated herein without written amendment to this Agreement and shall be effective on the date designated by said law or guidance.

20. THIRD PARTIES:

The obligations of each Party to this Agreement shall inure solely to the benefit of the other Party, and no other person or entity shall be a third party beneficiary of this Agreement or have any right to enforce any obligation created or established under this Agreement.

21. ASSIGNMENT:

City may not assign its rights and duties under this Agreement. Any assignment attempted shall be null and void.

22. CONTRA PROFERENTUM:

The doctrine of contra proferentum shall not apply to this Agreement. If an ambiguity exists in this Agreement, the Agreement shall not be construed against the Party who drafted the Agreement and such Party shall not be responsible for the language used.

23. ENTIRE AGREEMENT:

This Agreement, including its Attachments, Exhibits, and Addendums incorporated as a part hereof, shall constitute the entire agreement relating to the subject matter hereof between the Parties hereto and supersedes any other agreement concerning the subject matter of this transaction, whether oral or written, and except as otherwise provided herein, this Agreement may not be modified without prior written agreement of the Parties. Each Party acknowledges that the other Party, or anyone acting on behalf of the other Party has made no representations, inducements, promises or agreements, orally or otherwise, unless such representations, inducements, promises or agreements are embodied in this Agreement, expressly or by incorporation.

24. BINDING EFFECT:

This Agreement and the respective rights and obligations of the Parties hereto shall inure to the benefit and be binding upon the successors and assigns of the Parties hereto, as well as the Parties themselves.

25. REMEDIES/WAIVER OF BREACH:

Pursuit of any remedy provided in this Agreement shall not preclude pursuit of any other remedies herein provided or any other remedies provided by law or equity, including injunctive relief, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any obligation of the defaulting Party hereunder or of any damages accruing by reason of the violation of any of the terms, provisions, and covenants herein contained. No waiver of any term, covenant, condition or violation of this Agreement shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions, and covenants herein contained, and forbearance to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default. Any waiver of any provision of this Agreement or violation thereof must be by a written instrument.

26. FEDERAL FUNDED PROJECT:

If this Agreement is funded by the federal government; therefore, the City agrees to timely comply, without additional cost or expense to County, unless otherwise specified herein, with any statute, rule, regulation, grant, contract provision, subsequent federal guidance or other state or federal law, rule, regulation, or other similar restriction that imposes additional or greater requirements than stated herein and that is directly applicable to the services rendered or funds provided under the terms of this Agreement.

27. DEFAULT/CUMULATIVE RIGHTS/MITIGATION:

It is not a waiver of default if the non-defaulting party fails to immediately declare a default or delays in taking any action. The rights and remedies provided by this Agreement are cumulative, and either Party's use of any right or remedy will not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the Parties may have by law, statute, ordinance or otherwise. City and County both have a duty to mitigate damages.

28. PREVENTION OF FRAUD AND ABUSE:

City shall establish, maintain and utilize internal management procedures sufficient to provide for the proper, effective management of all activities funded under this Agreement. Any known or suspected incident of fraud or program abuse involving City's employees or agents shall be reported immediately to the County by City. Moreover, City warrants that it is not listed on a local, county, state or federal consolidated list of debarred, suspended and ineligible contractors and grantees. City and County agree that every person who, as part of their employment,

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Interlocal Agreement between Dallas County and Municipal Corporations within Dallas County for CARES Act funding

receives, disburses, handles or has access to funds collected pursuant to this Agreement does not participate in accounting or operating functions that would permit them to conceal accounting records and the misuse of said funds. City shall, upon notice by County, refund expenditures of the City that are contrary to this Agreement and deemed inappropriate by the County.

29. FISCAL FUNDING CLAUSE:

Notwithstanding any provisions contained herein, the obligations of the County under this Agreement is expressly contingent upon the availability of funding for each item and obligation contained herein for the term of the Agreement and any extensions thereto. City shall have no right of action against County in the event County is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding for any item or obligation from any source utilized to fund this Agreement or failure to budget or authorize funding for this Agreement during the current or future fiscal years. In the event that County is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding, or if funds become unavailable, County, at its sole discretion, may provide funds from a separate source or may terminate this Agreement by written notice to City at the earliest possible time.

30. COUNTERPARTS, NUMBER/GENDER AND HEADINGS:

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Words of any gender used in this Agreement shall be held and construed to include any other gender. Any words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise. Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

31. INDEPENDENT CONTRACTOR:

City, including its employees, agents or licensees, is an independent contractor and not an agent, servant, joint enterprise or employee of the County, and is responsible for its own acts, omissions, forbearance, negligence and deeds, and for those of its agents or employees in conjunction with the performance of services or disbursement of funds covered under this Agreement, and shall be specifically responsible for sufficient supervision and inspection to ensure compliance in every respect with the contract requirements. There shall be no contractual relationship between any subcontractor, agent, employee or supplier of the City and the County by virtue of this Agreement.

32. SUBCONTRACTING:

The costs of all subcontracted services are included in the fees distributed herein. Subcontracts entered into by the City will be in writing and subject to all requirements herein. City agrees that it will solely be responsible to County for the performance of this Agreement. City shall pay all subcontractors in a timely manner. County shall have the right to prohibit City from using any

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Interlocal Agreement between Dallas County and Municipal Corporations within Dallas County for CARES Act funding

subcontractor.

33. PROMPT PAYMENT ACT:

City agrees that a temporary delay in making payments due to the County's accounting and disbursement procedures shall not place the County in default of this Agreement and shall not render the County liable for interest or penalties, provided such delay shall not exceed thirty (30) days after its due date. Any payment not made within thirty (30) days of its due date shall bear interest in accordance with Chapter 2251 of the Texas Government Code.

34. TAX

Dallas County, as a county of the State of Texas, is exempted from the payment of Texas state and local sales, excise, and use taxes pursuant to Tex. Loc. Gov't Code § 151.309, and shall therefore not be liable or responsible to the City for the payment of such taxes under this Agreement.

The fees paid to City pursuant to this Agreement are inclusive of any applicable sales, use, personal property or other taxes attributable to periods on or after the applicable effective date of this Agreement and based upon or measured by City's cost in acquiring or providing products and/or services and related materials and supplies furnished or used by City in performing his obligations hereunder, including all personal property and use taxes, if any, due on equipment or software owned by City.

City accepts full and exclusive liability for the payment of any and all contributions or taxes for Social Security, Workers' Compensation Insurance, Unemployment Insurance, or Retirement Benefits, Pensions, or annuities now or hereafter imposed under any state or federal laws which are measured by the wages, salaries, or other remuneration pay to persons employed by City for work performed under the terms of this Agreement.

35. SIGNATORY WARRANTY:

The undersigned signatories for the Parties hereby represent and warrant that they are officers of their respective organizations for which they have executed this Agreement and that they have full and complete authorities to enter into this Agreement on behalf of their respective organizations and that the executions thereof are the acts of the parties involved and have been delivered and constitute legal, valid and binding obligations of the respective Parties.

36. ACCEPTANCES

By their signatures below, the duly authorized representatives of County and City accept the terms of this Agreement in full.

EXECUTED this _____ day of _____, 2020.

DALLAS COUNTY:

TOWN OF ADDISON:

BY: Clay Jenkins
Dallas County Judge

BY: Wesley S. Pierson
City Manager

Recommended:

BY: Darryl Martin
Dallas County Administrator

Approved as to Form:
Brenda McDonald, City Attorney

***Approved as to Form:**
JOHN CREUZOT
DISTRICT ATTORNEY

BY: Randall Miller
Assistant District Attorney
Dallas County DA's Office, Civil Division

*By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).

EXHIBIT A

Coronavirus Relief Fund Guidance for State, Territorial, Local, and Tribal Governments April 22, 2020

The purpose of this document is to provide guidance to recipients of the funding available under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”). The CARES Act established the Coronavirus Relief Fund (the “Fund”) and appropriated \$150 billion to the Fund. Under the CARES Act, the Fund is to be used to make payments for specified uses to States and certain local governments; the District of Columbia and U.S. Territories (consisting of the Commonwealth of Puerto Rico, the United States Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands); and Tribal governments.

The CARES Act provides that payments from the Fund may only be used to cover costs that—

1. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
2. were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and
3. were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.¹

The guidance that follows sets forth the Department of the Treasury’s interpretation of these limitations on the permissible use of Fund payments.

Necessary expenditures incurred due to the public health emergency

The requirement that expenditures be incurred “due to” the public health emergency means that expenditures must be used for actions taken to respond to the public health emergency. These may include expenditures incurred to allow the State, territorial, local, or Tribal government to respond directly to the emergency, such as by addressing medical or public health needs, as well as expenditures incurred to respond to second-order effects of the emergency, such as by providing economic support to those suffering from employment or business interruptions due to COVID-19-related business closures.

Funds may not be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute. Although a broad range of uses is allowed, revenue replacement is not a permissible use of Fund payments.

The statute also specifies that expenditures using Fund payments must be “necessary.” The Department of the Treasury understands this term broadly to mean that the expenditure is reasonably necessary for its intended use in the reasonable judgment of the government officials responsible for spending Fund payments.

Costs not accounted for in the budget most recently approved as of March 27, 2020

The CARES Act also requires that payments be used only to cover costs that were not accounted for in the budget most recently approved as of March 27, 2020. A cost meets this requirement if either (a) the cost cannot lawfully be funded using a line item, allotment, or allocation within that budget *or* (b) the cost

¹ See Section 601(d) of the Social Security Act, as added by section 5001 of the CARES Act.

is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation.

The “most recently approved” budget refers to the enacted budget for the relevant fiscal period for the particular government, without taking into account subsequent supplemental appropriations enacted or other budgetary adjustments made by that government in response to the COVID-19 public health emergency. A cost is not considered to have been accounted for in a budget merely because it could be met using a budgetary stabilization fund, rainy day fund, or similar reserve account.

Costs incurred during the period that begins on March 1, 2020, and ends on December 30, 2020

A cost is “incurred” when the responsible unit of government has expended funds to cover the cost.

Nonexclusive examples of eligible expenditures

Eligible expenditures include, but are not limited to, payment for:

1. Medical expenses such as:
 - COVID-19-related expenses of public hospitals, clinics, and similar facilities.
 - Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs.
 - Costs of providing COVID-19 testing, including serological testing.
 - Emergency medical response expenses, including emergency medical transportation, related to COVID-19.
 - Expenses for establishing and operating public telemedicine capabilities for COVID-19-related treatment.
2. Public health expenses such as:
 - Expenses for communication and enforcement by State, territorial, local, and Tribal governments of public health orders related to COVID-19.
 - Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment, for medical personnel, police officers, social workers, child protection services, and child welfare officers, direct service providers for older adults and individuals with disabilities in community settings, and other public health or safety workers in connection with the COVID-19 public health emergency.
 - Expenses for disinfection of public areas and other facilities, *e.g.*, nursing homes, in response to the COVID-19 public health emergency.
 - Expenses for technical assistance to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety.
 - Expenses for public safety measures undertaken in response to COVID-19.
 - Expenses for quarantining individuals.
3. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

4. Expenses of actions to facilitate compliance with COVID-19-related public health measures, such as:
 - Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions.
 - Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions.
 - Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions.
 - Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions.
 - COVID-19-related expenses of maintaining state prisons and county jails, including as relates to sanitation and improvement of social distancing measures, to enable compliance with COVID-19 public health precautions.
 - Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions.
5. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency, such as:
 - Expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures.
 - Expenditures related to a State, territorial, local, or Tribal government payroll support program.
 - Unemployment insurance costs related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.
6. Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria.

Nonexclusive examples of ineligible expenditures²

The following is a list of examples of costs that would *not* be eligible expenditures of payments from the Fund.

1. Expenses for the State share of Medicaid.³
2. Damages covered by insurance.
3. Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

² In addition, pursuant to section 5001(b) of the CARES Act, payments from the Fund may not be expended for an elective abortion or on research in which a human embryo is destroyed, discarded, or knowingly subjected to risk of injury or death. The prohibition on payment for abortions does not apply to an abortion if the pregnancy is the result of an act of rape or incest; or in the case where a woman suffers from a physical disorder, physical injury, or physical illness, including a life-endangering physical condition caused by or arising from the pregnancy itself, that would, as certified by a physician, place the woman in danger of death unless an abortion is performed. Furthermore, no government which receives payments from the Fund may discriminate against a health care entity on the basis that the entity does not provide, pay for, provide coverage of, or refer for abortions.

³ See 42 C.F.R. § 433.51 and 45 C.F.R. § 75.306.

4. Expenses that have been or will be reimbursed under any federal program, such as the reimbursement by the federal government pursuant to the CARES Act of contributions by States to State unemployment funds.
5. Reimbursement to donors for donated items or services.
6. Workforce bonuses other than hazard pay or overtime.
7. Severance pay.
8. Legal settlements.

FINAL FUNDING FORMULA

City	Population Estimate		80% Cost		Total Funding	Appropriation Adjustment
	In Dallas County	20% Initial Funding	Reimbursements			
Addison	16,263	178,893	715,572		894,465	26,015
Balch Springs	25,007	275,077	1,100,308		1,375,385	14,685
Carrollton*	56,834	625,174	2,500,696		3,125,870	314,435
Cedar Hill*	47,370	521,070	2,084,280		2,605,350	25,960
Cockrell Hill	4,190	46,090	184,360		230,450	-
Combine*	885	9,735	38,940		48,675	9,570
Coppell*	40,597	446,567	1,786,268		2,232,835	4,345
DeSoto	53,200	585,200	2,340,800		2,926,000	-
Duncanville	39,510	434,610	1,738,440		2,173,050	-
Famers Branch	48,158	529,738	2,118,952		2,648,690	900,790
Ferris*	2	22	88		110	-
Garland*	239,541	2,634,951	10,539,804		13,174,755	139,645
Glenn Heights*	10,252	112,772	451,088		563,860	66,770
Grand Prairie*	133,445	1,467,895	5,871,580		7,339,475	165,055
Highland Park	9,083	99,913	399,652		499,565	32,065
Hutchins	6,210	68,310	273,240		341,550	-
Irving	240,420	2,644,620	10,578,480		13,223,100	-
Lancaster	39,228	431,508	1,726,032		2,157,540	45,540
Lewisville	1,204	13,244	52,976		66,220	20,020
Mesquite*	144,928	1,594,208	6,376,832		7,971,040	-
Ovilla*	373	4,103	16,412		20,515	1,705
Richardson*	86,403	950,433	3,801,732		4,752,165	549,780
Rowlett*	59,072	649,792	2,599,168		3,248,960	373,285
Sachse*	17,874	196,614	786,456		983,070	91,025
Seagoville*	16,835	185,185	740,740		925,925	12,925
Sunnyvale	6,841	75,251	301,004		376,255	69,355
University Park	24,985	274,835	1,099,340		1,374,175	114,125
Wilmer	4,772	52,492	209,968		262,460	26,510
Wylie*	877	9,647	38,588		48,235	-
TOTAL	1,374,359	15,108,302	60,433,208		75,541,510	3,003,605

Final population estimate uses greater of 2019 NCTCOG Estimate or 2019 Census Bureau Estimate

Work Session and Regular Meeting

11.

Meeting Date: 06/09/2020

Department: City Manager

Pillars: Excellence in Asset Management

AGENDA CAPTION:

Present, Discuss, and Consider Action on a Resolution to Approve the Agreement for Architectural and Engineering Services with LPA, Inc to Develop Construction Documents for Renovations at the Addison Athletic Club and Authorize the City Manager to Execute the Agreement in an Amount Not to Exceed \$495,000.

BACKGROUND:

In 2014, Council funded a study to complete a facility assessment and master plan for the Addison Athletic Club. The master plan was adopted by Council in October 2016 and was amended on April 28, 2020. The master plan utilized citizen input to rank four top improvement categories. Council took those categories into advisement, along with additional information presented in the plan and provided by staff and developed a list of first priority items to be addressed. This information and a current status for those items completed is listed in the chart below:

Top Improvement Categories (from Master Plan)	First Priority Items (from Council)	Current Status (Completed Items)
HVAC* Replacement & Upgrades	Replace HVAC System	Majority of HVAC replacement completed in 2019. Boiler replacement completed in 2019. HVAC replacement for the indoor pool not complete.
Lobby / Core Building Improvements	Replace Elevator General Painting Carpet Replacement	Elevator replaced.

Gymnasium and Track Improvements	Convert 2 Racquetball Courts to Exercise Space New Lighting in Gym	Racquetball courts partially converted.
Locker Room Renovations	Renovate Locker Rooms	Not complete.

Funds were allocated in the FY 2020 budget in the amount of \$451,500 for a portion of the core building improvements identified from the master plan, Council identified priorities and asset management needs. Also included in the core building updates are \$36,000 in funds to secure an administrative office with a lockable door for increased security and privacy. Core building updates include the following:

- Paint interior walls (excluding the gymnasium and locker room);
- Replace flooring (excluding wood, fitness and locker room floors);
- Reconfigure the front desk to improve function;
- Remove desk in the fitness area to increase useable space;
- Consolidate and update signage;
- Replace outdated furniture; and
- Partially replace lighting.

Utilization of these funds has been put on hold due to the economic impacts to Addison's economy caused from the Covid-19 pandemic. These items will be included in the design of the project and will be bid out as alternate bid items so Council can consider funding them at a later date.

Maintenance of the aging infrastructure in the locker room has also escalated indicating a total renovation of the locker room is becoming more eminent. Staff also identified asset management needs related to the roof, remaining HVAC system, the hot tub and pool equipment. Staff presented these items along with the gymnasium and track improvements to the Bond Advisory Committee that was formed by Council. The Committee recommended these items be presented to the voters for consideration and in November 2019 voters approved bond funding for the following renovations to the Addison Athletic Club:

- Roof replacement of the Addison Athletic Club;
- Replacement of the remaining HVAC system;
- Gymnasium and Track Improvements;
- Locker Room Upgrades; and
- Indoor and Outdoor Pool Modernization.

Staff determined it would be beneficial to consolidate the core building projects and the approved bond projects into one cohesive design project managed by a single design firm. RFQ Bid No. 20-01 for professional services related to

various projects for the Addison Athletic club was issued on Bid Sync. Out of the eight firms that responded two firms, LPA and VAI Architects were shortlisted. Staff requested each firm present information regarding their experience related to municipal athletic club facilities. Based on the presentations staff identified LPA as the most qualified consultant for the project.

Staff provided the architect with a project scope to develop construction drawings for the renovations associated with the core building updates and the voter approved bond items. The chart below identifies those tasks in the scope and includes the various funding sources associated with each task. Also included is the total project budget for each item and the date when those funds become available for use.

Task	Budget Amount	Funding Source	Funding Availability
Core Building Updates & Secure Admin Office	\$ 487,500	FY 2020 Budget	\$ 442,500 Approved in FY 2020 - On Hold \$ 45,000 Approved in FY 2020 for Design Services
Locker Room Renovation	\$ 1,556,035	2020 Bond Funds	\$ 450,000 Bonds to be sold FY 2020 \$ 4,717,631 Bonds to be sold prior to construction
Gymnasium and Track Improvements	\$ 462,679	2020 Bond Funds Proposition C	
Pool Modernization	\$ 1,099,453	2020 Bond Funds Proposition C	
Roof Replacement	\$ 1,367,500	2020 Bond Funds Proposition D	
HVAC Replacement	\$ 681,964**	2020 Bond Funds Proposition D	
Total Project Budget	\$5,665,131		

** Amount remaining after the boiler at the AAC was replaced in 2019.

The consultant has prepared a proposal for professional services to provide construction drawings and construction observation services for this work in the amount of \$495,000. Funds for the services have been allocated from the 2020 Bond Funds Propositions C & D in the amount of \$450,000 and \$45,000 from the FY 2020 budget.

RECOMMENDATION:

Administration recommends approval.

Attachments

Resolution - Agreement with LPA, Inc

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING THE AGREEMENT BETWEEN THE TOWN OF ADDISON AND LPA, INC. FOR ARCHITECTURAL & ENGINEERING SERVICES WITH LPA, INC. TO DEVELOP CONSTRUCTION DOCUMENTS FOR THE RENOVATION OF THE ADDISON ATHLETIC CLUB IN AN AMOUNT NOT TO EXCEED \$495,000, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT, AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. The Agreement for Professional Engineering Services between the Town of Addison and LPA, Inc., for Architectural & Engineering Services for the renovation of the Addison Athletic Club \$495,000, a copy of which is attached to this Resolution as **Exhibit A-F**, is hereby approved. The City Manager is hereby authorized to execute the agreement.

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 9th day of June 2020.

TOWN OF ADDISON, TEXAS

Joe Chow, Mayor

ATTEST:

APPROVED AS TO FORM:

Irma Parker, City Secretary

Brenda N. McDonald, City Attorney

**EXHIBIT A
AGREEMENT
BETWEEN
THE TOWN OF ADDISON, TEXAS
AND
LPA, INC.**

FOR

PROFESSIONAL ARCHITECTURAL & ENGINEERING SERVICES

Made as of the ____ day of _____ in the year 2020,

BETWEEN the Town: The Town of Addison, Texas
 5300 Beltline Rd.
 Addison, Texas Zip Code
 Telephone: (972) 450-7001

and the Consultant: LPA, Inc.
 1801 N. Lamar St. STE 150
 Dallas, TX
 469-899-5112

for the following Project: Addison Athletic Club Renovation

The Town and the Consultant agree as set forth below.

THIS AGREEMENT is made and entered by and between the **Town of Addison, Texas**, a Home-Rule Municipal Corporation, hereinafter referred to as "Town," and, LPA Inc. hereinafter referred to as "Consultant," to be effective from and after the date as provided herein, hereinafter referred to as the "Agreement."

WHEREAS, the Town desires to engage the services of the Consultant to provide Architectural and related services which shall include, but shall not be limited to, schematic design, design development, construction documents, bidding and construction contract administration services for the Renovation of the Addison Athletic Club within the Town of Addison, Texas; hereinafter referred to as the "Project"; and

WHEREAS, the Consultant desires to render such professional architectural and engineering services for the Town upon the terms and conditions provided herein.

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

That for and in consideration of the covenants contained herein, and for the mutual benefits to be obtained hereby, the parties agree as follows:

ARTICLE 1 CONSULTANT'S SERVICES

- 1.1 **Employment of the Consultant** – The Town hereby agrees to retain the Consultant to perform professional architectural and engineering services in connection with the Project. Consultant agrees to perform such services in accordance with the terms and conditions of this Agreement.
- 1.2 **Scope of Services** – The parties agree that Consultant shall perform such services as are set forth and described in **Exhibit B**, (Consultant's April 7, 2020 proposal) which is attached hereto and incorporated herein by reference for all purposes. In the event of a conflict between Exhibit B and the body of this Agreement, the body of this Agreement controls. The parties understand and agree that deviations or modifications to the scope of services described in Exhibit B, in the form of written change orders, may be authorized from time to time by the Town.
- 1.2.1 **Requirement of Written Change Order** – “Extra” work, or “claims” invoiced as “extra” work, or “claims” which have not been issued as a duly executed, written change order by the Addison City Manager, will not be authorized for payment and/or shall not become part of the Agreement. A duly executed written change order shall be preceded by the Addison City Council's authorization for the Addison City Manager to execute said change order.
- 1.2.2 **DO NOT PERFORM ANY EXTRA WORK AND/OR ADDITIONAL SERVICES WITHOUT A DULY EXECUTED WRITTEN CHANGE ORDER ISSUED BY THE ADDISON CITY MANAGER.** Project Managers, Superintendents, and/or Inspectors of the Town are not authorized to issue verbal or written change orders.
- 1.3 **Schedule of Work** – The Consultant agrees to commence work immediately upon the execution of this Agreement and receipt of written Notice to Proceed, and to proceed diligently with said work to completion as described in the Compensation Schedule / Project Billing / Project Budget attached hereto as **Exhibit C** and incorporated herein by reference for all purposes, but in no event shall the Project be completed any later than **09/30/2020**.
- 1.4 **Failure to Meet Established Deadlines** – Consultant acknowledges that time is of the essence in the performance of services under this Agreement as set forth in the Compensation Schedule / Project Billing / Project Budget attached hereto as Exhibit C, provided that Consultant shall not be responsible for any delay beyond the reasonable control of the Consultant.
- 1.5 **Construction Phase Delays** – Construction Contract Administration provided after the issuance of the final Certificate for Payment may be compensated as

Additional Services to the extent Consultant incurs additional cost in providing those Construction Contract Administration Services. In the event an extended Project construction phase, outside of industry norms, delays issuance of the final Certificate for Payment, the parties agree, to the extent Consultant incurs additional costs in providing prolonged Construction Contract Administration Services, that the related and resulting additional costs may be compensated as Additional Services.

- 1.6 **Design Service Delays** – If completion of all construction documents, as required by the Agreement, is delayed through no fault of Consultant and have not been completed by October 14, 2020 as a result of such delay, any extension of Consultant’s Design Services may be compensated as Additional Services.

ARTICLE 2 THE TOWN’S RESPONSIBILITIES

Town shall do the following in a timely manner so as not to delay the services of Consultant:

- 2.1 **Project Data** – The Town shall furnish required information, that it currently has in its possession, as expeditiously as necessary for the orderly progress of the work and the Consultant shall be entitled to rely upon the accuracy and completeness thereof.
- 2.2 **Town Project Manager** – The Town shall designate, when necessary, a representative authorized to act on the Town’s behalf with respect to the Project (the “Project Manager”). The Town or such authorized representative shall examine the documents submitted by the Consultant and shall render any required decisions pertaining thereto as soon as practicable to avoid unreasonable delay in the progress of the Consultant’s services. The Project Manager is not authorized to issue verbal or written change orders for extra work or claims invoiced as extra work.

ARTICLE 3 CONSULTANT’S COMPENSATION

- 3.1 **Compensation for Consultant’s Services** – As described in Article 1 herein, “Scope of Services,” compensation for this Project shall be on a Flat Fee Basis not to exceed **Four Hundred Ninety Five Thousand and 00/100 Dollars (\$495,000.00)**, (“Consultant’s Fee”) and shall be paid in accordance with Article 3 and the Compensation Schedule / Project Billing / Project Budget as set forth in Exhibit B. **The Closeout Phase of the Consultant’s Fee, or Twenty Four Thousand Seven Hundred Fifty and 00/100 Dollars (\$24,750.00), shall not be paid until the Consultant has completed all of the services described in Exhibit B and delivered to the Town all of the documents, plans, data, maps, and/or other information required.**

- 3.1.1 **Completion of Record Documents** – Town and Consultant agree that the completion of the Record Documents as required in Section 7.09 of Exhibit A, shall be completed, submitted to, and accepted by the Town prior to payment of the **Fee for the Closeout Phase, or Twenty Four Thousand Seven Hundred Fifty and 00/100 Dollars (\$24,750.00)**. Where applicable, the electronic formatting shall be consistent with the standards established in Town of Addison Guidelines for Computer Aided Design and Drafting (“CADD”). Completion of the Record Documents as required in Section 7.09 of Exhibit A shall be included in the Consultant’s Fee and considered to be within the Scope of Services defined under this Agreement.
- 3.1.2 **Disputes between Town and Contractor** – If the Project involves the Consultant performing Construction Contract Administration Services relating to an agreement between a Construction Contractor (the “Contractor”) and the Town, and upon receipt of a written request by Town, Consultant shall review previous and existing conditions of the Project, and make a determination whether or not to certify that sufficient cause exists for the Town to declare the Contractor in default of the terms and conditions of the contract for construction. Consultant shall submit their findings in writing to the Town or submit a written request for a specific extension of time (including the basis for such extension), within fifteen (15) calendar days of receipt of the written request from the Town. Town and Consultant agree that if requested by the Town, completion of this task shall be included in the Consultant’s Fee and considered to be within the Scope of Services as defined under this Agreement.
- 3.1.3 **Consultation and Approval by Governmental Authorities and Franchised Utilities** – Where applicable, Consultant shall be responsible for identifying and analyzing the requirements of governmental agencies and all franchise utilities involved with the Project, and to participate in consultation with said agencies in order to assist the Town in obtaining all necessary approvals and/or permissions. The Consultant shall be responsible for preparation and timely submittal of documents required for review, approval, and/or recording by such agencies. The Consultant shall be responsible for making such changes in the Design Documents as may be required by existing written standards promulgated by such agencies at no additional charge to Town.
- 3.2 **Direct Expenses** – Direct Expenses are included in the Consultant’s Fee as described in Article 3.1 herein and include actual reasonable and necessary expenditures made by the Consultant and the Consultant’s employees and subconsultants in the interest of the Project. All submitted Direct Expenses are to be within the amounts as stated in the Compensation Schedule / Project Billing / Project Budget set forth in Exhibit B, and consistent with **Exhibit C**, Town of Addison Guidelines for Direct Expenses, General and Administrative Markup, and Travel and Subsistence Expenses or as outlined in Exhibit D. The Consultant shall

be solely responsible for the auditing of all Direct Expenses, including the subconsultants, prior to submitting to the Town for reimbursement, and shall be responsible for the accuracy thereof. Any over-payment by the Town for errors in submittals for reimbursement may be deducted from the Consultant's subsequent payment for services; provided, however this shall not be the Town's sole and exclusive remedy for said overpayment.

3.3 **Additional Services** – The Consultant shall provide the services as described in the Scope of Services as set forth in Exhibit A of this Agreement. If authorized in writing by the Town, the Consultant shall provide additional services, to be compensated on an hourly basis in accordance with this paragraph (“Additional Services”). These services may include, but are not limited to those set forth below and other services designed as Additional Services or not otherwise included as Basic Services in Exhibit A:

3.3.1 Additional meetings, hearings, work-sessions, or other similar presentations which are not provided for or contemplated in the Scope of Services described in Exhibit A.

3.3.2 Additional drafts and revisions to the Project which are not provided for or contemplated in the Scope of Services as described in Exhibit A. Drafts or revisions required as the result of errors or omissions by the Consultant shall not be considered Additional Services, but shall fall within the Scope of Services.

3.3.3 Additional copies of final reports and construction plans which are not provided for or contemplated in the Scope of Services as described in Exhibit A.

3.3.4 Photography, professional massing models which are not provided for or contemplated in the Scope of Services as described in Exhibit A.

3.3.5 Compensation for Additional Services authorized by the Town shall be in addition to the Consultant's Fee and shall be based on direct billable labor rates and expenses.

3.3.6 Compensation for Additional Services authorized by the Town shall be in addition to the Consultant's Fee and shall be based on an hourly basis according to the following personnel rates. The rates set forth in this chart are subject to reasonable change provided prior written notice of said change is given to Town. Refer to Exhibit A Item 13 – Basic Hourly Rate for LPA's Billing Rate.

3.4 **Invoices** – No payment to Consultant shall be made until Consultant tenders an invoice to the Town. Invoices are to be mailed to Town monthly and based on a

percentage complete basis per Exhibit A. On all submitted invoices, Consultant shall include appropriate background materials to support the submitted charges on said invoice. Such background material shall include, but is not limited to, employee timesheets, invoices for work obtained from other parties, and receipts and/or log information relating to Direct Expenses. All invoices for payment shall provide a summary methodology for administrative markup and/or overhead charges.

- 3.5 **Timing of Payment** – Town shall make payment to Consultant for said invoices within thirty (30) days following receipt and acceptance thereof. The parties agree that payment by Town to Consultant is considered complete upon mailing of payment by Town. Furthermore, the parties agree that the payment is considered mailed on the date that the payment is postmarked.
- 3.6 **Disputed Payment Procedures** – In the event of a disputed or contested billing by Town, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. Town shall notify Consultant of a disputed invoice, or portion of an invoice, in writing by the twenty-first (21st) calendar day after the date the Town receives the invoice. Town shall provide Consultant an opportunity to cure the basis of the dispute. If a dispute is resolved in favor of the Consultant, Town shall proceed to process said invoice, or the disputed portion of the invoice, within the provisions of Article 3.5 herein. If a dispute is resolved in favor of the Town, Consultant shall submit to Town a corrected invoice, reflecting any and all payment(s) of the undisputed amounts, documenting the credited amounts, and identifying outstanding amounts on said invoice to aid Town in processing payment for the remaining balance. Such revised invoice shall have a new invoice number, clearly referencing the previous submitted invoice. Town agrees to exercise reasonableness in contesting any billing or portion thereof that has background materials supporting the submitted charges.
- 3.7 **Failure to Pay** – Failure of the Town to pay an invoice, for a reason other than upon written notification as stated in the provisions of Article 3.6 herein, to the Consultant within sixty (60) days from the date of the invoice shall grant the Consultant the right, in addition to any and all other rights provided, to, upon written notice to the Town, suspend performance under this Agreement, and such act or acts shall not be deemed a breach of this Agreement. However, Consultant shall not suspend performance under this Agreement prior to the tenth (10th) calendar day after written notice of suspension was provided to Town, in accordance with Chapter 2251, Subchapter D (“Remedy for Nonpayment”) of the *Texas Government Code*. The Town shall not be required to pay any invoice submitted by the Consultant if there is a good faith dispute as to whether or not Consultant breached any provision(s) herein.
- 3.8 **Adjusted Compensation** – If the Scope of the Project or if the Consultant’s services are materially changed, due to no error of Consultant, in the performance of services under this Agreement, the amounts of the Consultant’s compensation

shall be equitably adjusted as approved by Town. Any additional amounts paid to the Consultant as a result of any material change to the Scope of the Project shall be authorized by written change order duly executed by both parties before the services are performed.

- 3.9 **Project Suspension** – If the Project is suspended or abandoned in whole or in part for more than three (3) months, Consultant shall be entitled to compensation for any and all work completed to the satisfaction of Town in accordance with the provisions of this Agreement prior to suspension or abandonment. In the event of such suspension or abandonment, Consultant shall deliver to Town all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs, and/or any other items prepared by Consultant in connection with this Agreement prior to Consultant receiving final payment. If the Project is resumed after being suspended for more than three (3) months, the Consultant's compensation shall be equitably adjusted as approved by the Town. Any additional amounts paid to the Consultant after the Project is resumed shall be agreed upon in writing by both parties before the services are performed.

ARTICLE 4 OWNERSHIP OF DOCUMENTS

- 4.1 **Documents Property of the Town** – The Project is the property of the Town, and Consultant may not use Project documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs, and/or any other Project-specific materials for any other purpose not relating to the Project without Town's prior written consent. Town shall be furnished with such reproductions of the Project, plans, data, documents, maps, and any other information as defined in Exhibit A. Upon completion of the work, or any earlier termination of this Agreement under Article 3 and/or Article 8 herein, Consultant will revise plans, data, documents, maps, and any other information as defined in Exhibit A to reflect changes while working on the Project and promptly furnish the same to the Town in an acceptable electronic format. All such reproductions shall be the property of the Town who may use them without the Consultant's permission for any purpose relating to the Project, including, but not limited to, completion of the Project, and/or additions, alterations, modifications, and/or revisions to the Project.
- 4.2 **Documents Subject to Laws Regarding Public Disclosure** – Consultant acknowledges that Town is a governmental entity and that all Project documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs, and/or any items prepared or furnished by Consultant (and Consultant's professional associates and/or Sub-consultants) under this Agreement are instruments of service in respect of the Project and property of the Town and upon completion of the Project shall thereafter be subject to the Texas Public Information Act (*Texas Government Code*, Chapter 552) and any other applicable laws requiring public disclosure of the information contained in said documents.

ARTICLE 5
CONSULTANT'S INSURANCE REQUIREMENTS

5.1 **Required Professional Liability Insurance** – Consistent with the terms and provisions of **Exhibit E**, Town of Addison Contractor Insurance Requirements, Consultant shall maintain, at no expense to Town, a professional liability (errors and omissions) insurance policy with a company that maintains a minimum rating of “A” by A.M. Best’s Key Rating Guide, or other equivalent rating service(s), authorized to transact business in the State of Texas, in an amount not less than One Million and 00/100 Dollars (\$1,000,000.00) for each occurrence, and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate. Such policy shall name the Town, its officers, agents, representatives, and employees as additional insured as to all applicable coverage. Such policy shall provide for a waiver of subrogation against the Town for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. Such policy shall require the provision of written notice to Town at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, or ten (10) days for non-payment of premium, evidenced by return receipt or United States Certified Mail. Consultant shall furnish Town with certificates evidencing such coverage prior to commencing work on the Project.

5.2 **Required General Liability Insurance** – Consistent with the terms and provisions of Exhibit E, Town of Addison Contractor Insurance Requirements, Consultant shall maintain, at no expense to Town, a general liability insurance policy with a company that maintains a minimum rating of “A” by A.M. Best’s Key Rating Guide, or other equivalent rating service(s), authorized to transact business in the State of Texas, in an amount not less than One Million and 00/100 Dollars (\$1,000,000.00) for each occurrence, and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate. Such policy shall name the Town, its officers, agents, representatives, and employees as additional insured as to all applicable coverage. Such policy shall provide for a waiver of subrogation against the Town for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. Such policy shall require the provision of written notice to Town at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, or ten (10) days for non-payment of premium, evidenced by return receipt or United States Certified Mail. Consultant shall furnish Town with certificates evidencing such coverage prior to commencing work on the Project.

5.3 **Required Workers Compensation Insurance** – Consistent with the terms and provisions of Exhibit E, Town of Addison Contractor Insurance Requirements, Consultant shall maintain, at no expense to Town, all Statutory Workers Compensation Insurance as required by the laws of the State of Texas. Such insurance policy shall be with a company that maintains a minimum rating of “A” by A.M. Best’s Key Rating Guide, or other equivalent service(s), and authorized to transact business in the State of Texas. Such policy shall provide for a waiver of

subrogation against the Town for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. Such policy shall require the provision of written notice to Town at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, or ten (10) days for non-payment of premium, evidenced by return receipt or United States Certified Mail. Consultant shall furnish Town with certificates evidencing such coverage prior to commencing work on the Project.

- 5.4 **Circumstances Requiring Umbrella Coverage or Excess Liability Coverage** – If Project size and scope warrant, and if identified on the checklist located in Exhibit D, Town of Addison Contractor Insurance Requirements, Consultant shall maintain, at no expense to the Town, an umbrella coverage or excess liability coverage insurance policy with a company that maintains a minimum rating of “A” by A.M. Best’s Key Rating Guide, or other equivalent rating service(s), authorized to transact business in the State of Texas, in an amount of Two Million and 00/100 Dollars (\$2,000,000.00). Consistent with the terms and provisions of Exhibit D, such policy shall name the Town, its officers, agents, representatives, and employees as additional insured as to all applicable coverage. Such policy shall provide for a waiver of subrogation against the Town for injuries, including death, property damage, or any other loss to the extent that the same is covered by the proceeds of the insurance. Such policy shall require the provision of written notice to the Town at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, or ten (10) days for non-payment of premium, evidenced by return receipt or United States Certified Mail. Consultant shall furnish Town with certificates evidencing such coverage prior to commencing work on the Project.

ARTICLE 6 CONSULTANT’S ACCOUNTING RECORDS

Records of Direct Expenses and expenses pertaining to services performed in conjunction with the Project shall be kept on the basis of generally accepted accounting principles. Invoices will be sent to the Town as indicated in Article 3.4. Copies of employee time sheets, receipts for direct expense items and other records of Project expenses will be included in the monthly invoices.

ARTICLE 7 AUDITS AND RECORDS / PROHIBITED INTEREST / VENDOR DISCLOSURE

The Consultant agrees that at any time during normal business hours and as often as the Town may deem necessary, Consultant shall make available to representatives of the Town for examination all of its records with respect to all matters covered by this Agreement, and will permit such representatives of the Town to audit, examine, copy and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement, and for a period of four (4) years

from the date of final settlement of this Agreement or for such other or longer period, if any, as may be required by applicable statute or other lawful requirement.

The Consultant agrees that it is aware of the prohibited interest requirement, which is repeated on the Affidavit, attached hereto as **Exhibit F** and incorporated herein for all purposes, and will abide by the same. Further, a lawful representative of Consultant shall execute the Affidavit attached hereto as Exhibit E. Consultant understands and agrees that the existence of a prohibited interest during the term of this Agreement will render the Agreement voidable.

Consultant agrees that it is further aware of the vendor disclosure requirements set forth in Chapter 176, Local Government Code, as amended, and will abide by the same. In this connection, a lawful representative of Consultant shall execute the Conflict of Interest Questionnaire, Form CIQ, attached hereto as **Exhibit G** and incorporated herein for all purposes.

If the Agreement is required to go to the Town Council for approval, then the Consultant shall execute and deliver to the Town the Form 1295 Certificate of Interested Parties, as required by section 2252.908, Texas Government Code, as amended, prior to the Town's execution of this Agreement.

ARTICLE 8 TERMINATION OF AGREEMENT / REMEDIES

Town may, upon thirty (30) days written notice to Consultant, terminate this Agreement, for any reason or no reason at all, before the termination date hereof, and without prejudice to any other remedy it may have. If Town terminates this Agreement due to a default of and/or breach by Consultant and the expense of finishing the Project exceeds the Consultant's Fee at the time of termination, Consultant waives its right to any portion of Consultant's Fee as set forth in Article 3 herein and agrees to pay any costs over and above the fee which the Town is required to pay in order to finish the Project. On any default and/or breach by Consultant, Town may elect not to terminate the Agreement, and in such event it may make good the deficiency in which the default consists, and deduct the costs from the Consultant's Fee due Consultant as set forth in Article 3 herein. If Town terminates this Agreement and Consultant is not in default of the Agreement, Consultant shall be entitled to compensation for any and all work completed to the satisfaction of the Town in accordance with the provisions of this Agreement prior to termination.

In the event of any termination, Consultant shall deliver to Town all finished and/or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs and/or any items prepared by Consultant in connection with this Agreement prior to Consultant receiving final payment.

The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its rights to use any or all

other remedies. These rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

ARTICLE 9 DISPUTE RESOLUTION / MEDIATION

In addition to all remedies at law, the parties may resolve/mediate any controversy, claim or dispute arising out of or relating to the interpretation or performance of this Agreement, or breach thereof, by voluntary mediation to be conducted by a mutually acceptable mediator.

ARTICLE 10 INDEMNITY

CONSULTANT SHALL HEREBY COVENANT AND CONTRACT TO WAIVE ANY AND ALL CLAIMS, RELEASE, INDEMNIFY AND HOLD HARMLESS TOWN AND ITS TOWN COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES FROM AND AGAINST ALL DAMAGES, INJURIES (INCLUDING DEATH), INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS (INCLUDING PATENT, COPYRIGHT AND TRADEMARK INFRINGEMENTS), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEYS' FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY), CAUSED OR RESULTING FROM THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY CONSULTANT, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES, OR ANY OTHER ENTITY OVER WHICH THE CONSULTANT EXERCISES CONTROL, IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT AND/OR ARISING OUT OF PROFESSIONAL SERVICES PROVIDED BY CONSULTANT PURSUANT TO THIS AGREEMENT, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OR STRICT LIABILITY OF THE TOWN (HEREINAFTER "CLAIMS"). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM "CLAIMS" IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST TOWN BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONSULTANT AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH THE CONSULTANT, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE. THIS INDEMNIFICATION SHALL EXTEND TO THE PAYMENT OR REIMBURSEMENT

OF THE TOWN'S REASONABLE ATTORNEY'S FEES AND ASSOCIATED COSTS, COURT COSTS, AND SETTLEMENT COSTS IN PROPORTION TO THE CONSULTANT'S LIABILITY.

IN THE EVENT THAT CONSULTANT'S INSURANCE CARRIER ELECTS TO ENGAGE DEFENSE COUNSEL TO DEFEND THE TOWN, CONSULTANT SHALL PROMPTLY NOTIFY THE TOWN OF THE DEFENSE COUNSEL RETAINED BY CONSULTANT IN FULFILLING ITS OBLIGATION HEREUNDER, AND TIMELY NOTIFY THE TOWN OF ANY AND ALL LEGAL ACTIONS TAKEN BY THE DEFENSE COUNSEL REGARDING ANY AND ALL CLAIMS.

THIS ARTICLE SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

ARTICLE 11 NOTICES

Consultant agrees that all notices or communications to Town permitted or required under this Agreement shall be delivered to Town at the following addresses:

**City Manager C/O Janna Tidwell, Director of Parks & Recreation
16801 Westgrove Drive
Addison, TX 75001
972-450-2869**

Town agrees that all notices or communication to Consultant permitted or required under this Agreement shall be delivered to Consultant at the following addresses:

**Craig Drone
1801 N. Lamar St., Suite 150
Dallas, TX 75202
469-899-5110**

Any notice provided in writing under the terms of this Agreement by either party to the other shall be in writing and may be effected by registered or certified mail, return receipt requested.

All notices or communication required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date such notice or communication is postmarked by the sending party. Each party may change the address to which notice may be sent to that party by giving notice of such change to the other party in accordance with the provisions of this Agreement.

ARTICLE 12 MISCELLANEOUS

12.1 Complete Agreement – This Agreement, including the exhibits hereto labeled A through F, all of which are incorporated herein for all purposes, constitute the entire

Agreement by and between the parties regarding the subject matter hereof and supersedes all prior and/or contemporaneous written and/or oral understandings. This Agreement may not be amended, supplemented, and/or modified except by written agreement duly executed by both parties. The following exhibits are attached below and made a part of this Agreement:

12.1.1 Exhibit B, Scope of Services.

12.1.2 Exhibit C, Compensation Schedule / Project Billing / Project Budget.

12.1.3 Exhibit D, Town of Addison Guidelines for Direct Expenses; General and Administrative Markup; Travel and Subsistence Expenses.

12.1.6 Exhibit E, Town of Addison Contractor Insurance Requirements.

12.1.7 Exhibit F, Affidavit.

12.1.8 Exhibit G, Conflict of Interest Questionnaire, Form CIQ.

- 12.2 **Assignment and Subletting** – The Consultant agrees that neither this Agreement nor the work to be performed hereunder will be assigned or sublet without the prior written consent of the Town. The Consultant further agrees that the assignment or subletting or any portion or feature of the work or materials required in the performance of this Agreement shall not relieve the Consultant of its full obligations to the Town as provided by this Agreement. All such approved work performed by assignment or subletting shall be billed through Consultant, and there shall be no third-party billing.
- 12.3 **Successors and Assigns** – Town and Consultant, and their partners, assigns, successors, subcontractors, executors, officers, agents, employees, representatives, and administrators are hereby bound to the terms and conditions of this Agreement.
- 12.4 **Severability** – In the event of a term, condition, or provision of this Agreement is determined to be invalid, illegal, void, unenforceable, or unlawful by a court of competent jurisdiction, then that term, condition, or provision, shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been contained herein.
- 12.5 **Venue** – This entire Agreement is performable in Dallas County, Texas and the venue for any action related directly or indirectly, to this Agreement or in any manner connected therewith shall be in Dallas County, Texas, and this Agreement shall be construed under the laws of the State of Texas.

- 12.6 **Execution / Consideration** – This Agreement is executed by the parties hereto without coercion or duress for any substantial consideration, the sufficiency of which is forever confessed.
- 12.7 **Authority** – The individuals executing this Agreement on behalf of the respective parties below represent to each other that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for an on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the other party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.
- 12.8 **Waiver** – Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.
- 12.9 **Headings** – The headings of the various sections of this Agreement are included solely for convenience of reference and are not to be full or accurate descriptions of the content thereof.
- 12.10 **Multiple Counterparts** – This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.
- 12.11 **Sovereign Immunity** – The parties agree that the Town has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.
- 12.12 **Additional Representations** – Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had the opportunity to confer with its counsel.
- 12.13 **Miscellaneous Drafting Provisions** – This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply.
- 12.14 **No Third Party Beneficiaries** – Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third party beneficiaries by entering into this Agreement.
- 12.15 **No Boycott Israel** – Pursuant to Texas Government Code Chapter 2270, Consultant's execution of this Agreement shall serve as verification that the

Consultant does not presently boycott Israel and will not boycott Israel during the term of this Agreement.

12.16 **Hazardous Material Abatement** – The Project’s scope does not include hazardous material abatement as defined by industry standards.

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective on the latest day as reflected by the signatures below.

Effective Date: _____

TOWN:
Town of Addison, Texas

By: _____
Wesley S. Pierson, City Manager

Date: _____

CONSULTANT:
Consultant Name

By: DocuSigned by:
Craig Drone
Name, Title... Principal DS
BG

Date: 6/1/2020 _____

By: DocuSigned by:
Jon S. Mills
AE067432415B4C4... DS
MSH

Date 6/1/2020 _____

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **Wesley S. Pierson**, Town of Addison, Texas City Manager, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 2020.

Notary Public In and For the State of Texas
My commission expires: _____

STATE OF _____ §
 §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purpose and consideration expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 2020.

Notary Public In and For the State of Texas
My commission expires: _____

Exhibit B
Scope of Services
Agreement by and between the Town of Addison, Texas (Town)
and LPA, Inc. (Consultant)
to perform Professional Architectural and Engineering Services for
Addison Athletic Club Renovations



IRVINE • SACRAMENTO • SAN DIEGO • SAN JOSE • DALLAS • SAN ANTONIO

Revised April 7, 2020

CLIENT: Town of Addison

PROJECT: Town of Addison Athletic Club

LOCATION: 3900 Beltway Drive
Addison, TX 75001

ARCHITECT: LPA, Inc. "LPA"

CONTACT: Gary Blanton, AIA, LEED AP
Principal-in-Charge, Regional Studio Director
1801 N. Lamar Street, Suite 150
Dallas, TX 75202
gblanton@lpadesignstudios.com
(469) 899-5112

PROPOSAL FOR SERVICES

The following will clarify the Scope of Services to describe the work and documentation of The Project and associated fees.

The goal of the project is to provide professional design services to make recommendations for and the design of proposed renovations for the Addison Athletic Club with an assumed construction budget of up to \$4,459,147.00. Services may include conceptual design, stakeholder/public meetings, final design, construction documents, bidding and construction contract assistance.

Improvements may include:

- Reroofing existing building (+/- 38,500 sq. ft.).
- Core Building Updates
 - Interior paint & flooring (excluding wood floors, locker rooms and fitness wing)
 - Reconfigure front desk and interior entry function
 - Update & consolidate signage
 - Replace furniture & remove fitness area desk
 - Partial lighting replacement
 - Add a Secure Administration Office
- Locker Room Renovation
 - Renovate/reconfigure existing locker rooms
 - Add a Family Changing/Restroom
- Gymnasium and Track Improvements
 - Replace lighting
 - Replace safety rail and track surfacing
 - Replace basketball goals
- Pool Modernization
 - Add filtration system (based on aquatic designer recommendations)
 - Replace hot tub and include ADA access
 - Add exterior shade structure
 - Replace children's water play element
- HVAC equipment replacement per provided equipment list
- Fire separation at Mechanical Room



SCOPE OF WORK (BASIC SERVICES)

0 - GENERAL

During the project, certain activities occur in each phase. These activities, described below, are non-sequential and may not be applicable to all phases of the project. These activities include:

- 0.01 Project Administration** services including:
- .01 Initial consultation in development of the Project.
 - .02 Preparation of compensation estimates and professional services agreement(s).
 - .03 Project-related research.
 - .04 Conferences.
 - .05 Communications.
 - .06 Travel time.
 - .07 Progress reports.
 - .08 Direction of the work of in-house personnel.
- 0.02 Disciplines Coordination/Document Checking** services consisting of:
- .01 Coordination between LPA's work and the work of other involved disciplines for the Project.
- 0.03 Agency Consulting/Review/Approval** services including:
- .01 Agency consultations.
 - .02 Research of critical applicable regulations.
 - .03 Preparation of written and graphic explanatory materials.
- 0.04 Town of Addison-Supplied Data Coordination** services including:
- .01 Review and coordination of data furnished for the Project as a responsibility of the **Town of Addison**.

1 - PREDESIGN SERVICES

In the Predesign Phase, LPA, INC. shall provide those services necessary for LPA to assist the **Town of Addison** in establishing a program and time requirements, and limitations for the Project prior to beginning design. The following descriptions shall apply to those services.

- 1.01 Project Kickoff** services required to establish the following detailed requirements for the Project.
- .01 Initial meeting to review project process, schedule, goals, sustainability, budget and milestones.
 - .02 Review existing project information including existing surveys, program information, record drawings, entitlements data, and other available information.
- 1.02 Programming Confirmation** services required to establish the program requirements for the Project.
- .01 Obtain and review existing program information from the **Town of Addison**.
 - .02 Meet with Steering Committee to confirm program requirements and obtain direction on proposed program concurrent with the Kickoff Meeting.
 - .03 Design objectives, limitations and criteria.
 - .04 Space requirements.
 - .05 Space relationships.
 - .06 Number and functional responsibilities of personnel.
 - .07 Flexibility and expandability.
 - .08 Special equipment and systems.
 - .09 Site requirements.
- 1.03 Existing Facilities Surveys** services consisting of researching, assembling, review and supplemental information for Projects involving alterations and additions to existing facilities or determining new space usage in conjunction with a new program including:
- .01 Photography.
 - .02 Review of existing design data.
 - .03 Analysis of existing structural capabilities at locations involved in alterations and addition.
 - .04 Analysis of existing mechanical capabilities at locations involved in alterations and addition.

- .05 Analysis of existing electrical capabilities at locations involved in alterations and addition.
 - .06 Review of existing drawings.
- 1.04 Project Development Scheduling** services consisting of establishing a tentative schedule for predesign services, decision-making, design, documentation, contracting and construction, based on determination of LPA's services, **Town of Addison** responsibilities and proposed design and construction procedures.
- 1.05 Summary of Meetings:** services consisting of meeting attendance and presentations of Predesign Phase analyses and recommendations by LPA, INC. as follows:
- .01 One (1) – Kickoff Meeting concurrent with initial Programming Discussion.
- 1.06 Summary of Deliverables:**
- .01 Program.
 - .02 Schedule.
 - .03 Meeting Minutes

2 – COMMUNITY ENGAGEMENT SERVICES

A series of workshops will be planned and held in order to involve all the stakeholders in the community and to seek a consensus regarding the program, design direction, and facilitate interaction with the community. The following is a proposed outline of the workshop process:

- 2.01** Prepare for and conduct a Parks and Recreation Department in-house programming meeting concurrent with Task 2.04.
- 2.02 Community Engagement/Presentation:** Prepare for and conduct an Athletic Club programming/feedback workshop.
- .01 Provide a summary presentation of key stakeholder comments and consensus priorities developed from the input.
 - .02 In an interactive community engagement session, provide an opportunity for the community to give input on the Athletic Club finishes and facilities desired for the project. We will also gather input from the community on consensus priorities for recreation needs in the community. In combination with the tasks identified above, a clear community priority list will be developed that will assist in the

- decision-making process for planning the project.
- .04 Prepare a summary report and preliminary conceptual plan of the key findings and consensus results from the community input

2.03 Final Consensus Plan: Prepare final consensus plan for City/Advisory Committee review.

2.04 Final Advisory Committee Presentation: Prepare for and present the finding and conclusions from the Community Engagement Process and ROM Estimate to the Steering Committee.

2.05 Summary of Meetings:

- .01 One (1) Staff In-House Programming Meeting.
- .02 Three (3) Community Engagement Meetings.
 - a. Core Building Update options
 - b. Locker Room/Amenities info gathering
 - c. Locker Room renovation options
- .03 One (1) Final Advisory Committee Presentation.

2.06 Summary of Deliverables:

- .01 Agendas.
- .02 Consensus Summary Plans.
- .03 Final Consensus Preliminary Concept Plan.
- .04 Engagement Activity Summaries.

3 - SCHEMATIC DESIGN SERVICES

In the Schematic Design Phase, LPA, INC. shall provide those services designated necessary to prepare Schematic Design Documents consisting of drawings and other documents illustrating the general scope, scale and relationship of Project components for approval by the **Town of Addison**, based on program requirements provided by the **Town of Addison**, and reviewed and agreed upon by LPA. The following descriptions shall apply to those services.

3.01 Architectural and Interior Design/Documentation services responding to program requirements and consisting of preparation of:

- .01 Conceptual site, floor, and roof plans.
- .02 Preliminary sections and elevations.
- .03 Preliminary selection of building systems and materials.
- .04 Preliminary furniture, fixtures and equipment concept imagery.

- .05 Preliminary material and finish palettes.
- 3.02 **Structural Design/Documentation** services consisting of recommendations regarding basic structural materials and systems, analyses and development of conceptual design solutions for the outdoor shade structures.
 - .01 A preliminary structural system concept.
 - .02 Preliminary structural design criteria.
- 3.03 **Electrical Design/Documentation** services consisting of consideration of alternate systems, recommendations regarding basic electrical materials, systems and equipment, analyses, and development of conceptual design solutions for:
 - .01 Power service and distribution.
 - .02 Interior/exterior lighting.
 - .03 General space requirements for electrical equipment and BDF/IDF rooms.
- 3.04 **Mechanical and Plumbing Design/Documentation** services consisting of consideration of alternate materials, systems and equipment, and development of conceptual design solutions for:
 - .01 Energy source(s).
 - .02 Energy conservation measures.
 - .03 Energy management and controls.
 - .04 Plumbing.
- 3.05 **Aquatics Documentation** services consisting of drawings and other documents illustrating the scale and relationship for the splash pad and components:
 - .01 Confirm Aquatic Program and Features.
 - .02 Verify New Feature Flow/Pressure requirements against existing potable water flow, pressure and pipe sizes.
 - .03 Provide manufacturer's information and spray features.
 - .04 Develop preliminary utility requirements.
- 3.06 **Planning Department** services consisting of the following:
 - .01 Attendance at one Meeting with the City Staff and the Planning Department for the purposes of reviewing the Schematic Design Package.
- 3.07 **Project Development Scheduling** services consisting of reviewing and updating previously

established Project Schedules for decision-making, design, documentation, contracting and construction.

- 3.08 **Summary of Presentations / Meetings** services consisting of meeting attendance and presentation of Schematic Design Documents by LPA to the following **Town of Addison** representatives:

- .01 Two (2) – Advisory Committee.
- .02 One (1) – Planning Department Meeting.
- .03 Skype Meeting

- 3.09 **Summary of Deliverables** consisting of:

- .01 Schematic Design architectural and structural for the structures.
- .02 Schematic Design for electrical, mechanical and plumbing, landscape architecture and aquatics for the site.
- .03 Updated Project Schedule (if applicable).
- .04 Meeting Minutes.
- .05 Public Meeting Agenda

4 - DESIGN DEVELOPMENT SERVICES

In the Design Development Phase, LPA, INC. shall provide those services designated necessary to prepare from the approved Schematic Design Documents, for approval by the **Town of Addison**, the Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the entire Project, including architectural, structural, landscape architecture, mechanical, aquatics and plumbing systems, materials and such other elements as may be appropriate. Consideration shall be given to availability of materials, equipment and labor, construction sequencing and scheduling, maintenance requirements and energy conservation. The following descriptions shall apply to those services.

- 4.01 **Architectural Design/Documentation** services consisting of continued development and expansion of architectural Schematic Design Documents to establish the final relationships, forms, size and appearance of the Project architectural components described in Section 3 through the preparation of the following exhibits:
 - .01 Applicable plans.
 - .02 Typical construction details.
 - .03 Final materials & finishes selections.
 - .04 Final lighting fixture selections.
 - .05 Equipment layouts.
 - .06 Final furniture & furniture finish selections.

4.02 Structural Design/Documentation services consisting of continued development of the specific basic structural system(s) and Schematic Design Documents in sufficient details to establish:

- .01 Final structural design criteria.
- .02 Foundation and framing sizes.
- .03 Critical coordination clearances.
- .04 Outline specification.

4.03 Mechanical and Plumbing Design/Documentation services consisting of continued development and expansion of mechanical Schematic Design Documents and development of Outline Specifications or materials lists to establish:

- .01 Preliminary site utility connections.
- .02 Approximate equipment sizes, weights, and capacities.
- .03 Preliminary equipment layouts.
- .04 Required chases and clearances.
- .05 Preliminary distribution and routing.
- .06 Visual impacts.
- .07 Energy conservation measures.
- .08 Plumbing requirements and equipment.

4.04 Electrical Design/Documentation services consisting of continued development and expansion of electrical Schematic Design Documents and development of Outline Specifications or materials lists to establish:

- .01 Criteria for lighting and electrical systems.
- .02 Approximate sizes and capacities of major components.
- .03 Preliminary electrical.
- .04 Control locations, and base specifications.
- .05 Required chases and clearances.

4.05 Interior Design/Documentation services consisting of development of Outline Specifications or materials lists to establish the final scope and preliminary details.

4.06 Aquatics Documentation services consisting of drawings and other documents to fix and describe the size and character of the splash pad architectural, structural, mechanical and electrical systems, materials and such as other elements, as may be appropriate, through the preparation of the following exhibits:

- .01 Preliminary play element plans and details.
- .02 Updated utility requirements

- .03 Draft specifications.
- .04 Verify aquatic design for code compliance.

4.07 Project Development Scheduling services consisting of reviewing and updating previously established schedules of the Project.

4.08 Summary of Presentations/Meetings services consisting of presentation of Design Development Drawings and other documents by LPA to the following Town of Addison representatives:

- .01 Two (2) - Committee Meetings.
- .02 One (1) - Conference Call with City Staff
- .03 One (1) - Planning Department Meeting.
- .04 Skype Meetings

4.09 Summary of Deliverables consisting of:

- .01 Building Design Development drawings of architecture, interiors, structural, mechanical and electrical design.
- .02 Site Design Development drawings of civil, aquatics, site electrical and landscape architecture requirements.
- .03 Outline specification.
- .04 Schedule update.

5 - CONSTRUCTION DOCUMENTS SERVICES

In the Construction Documents Phase, LPA, INC. shall provide those services designated necessary to prepare, from the approved Design Development documents, for approval by the **Town of Addison**, Construction Documents consisting of Drawings, Specifications and other documents setting forth in detail the requirements for construction of the Project and bidding and contracting for the construction of the Project. The following descriptions shall apply to those services:

5.01 Architectural Design/Documentation services consisting of preparation of Drawings based on approved Design Development Documents setting forth in detail the architectural construction requirements for the Project including the following:

- .01 Final site plan.
- .02 Floor plans.
- .03 Sections/elevations.
- .04 Details.
- .05 Building systems/materials.

- .06 Specifications.
- 5.02 **Structural Design/Documentation** services consisting of preparation of final structural engineering calculations, Drawings and Specifications based on approved Design Development documents, setting forth in detail the structural construction requirements for the Project including the following:
- .01 Structural details and systems.
.02 Structural calculations.
.03 Specifications.
- 5.03 **Mechanical Design/Documentation** services consisting of preparation of final mechanical engineering calculations, Drawings and Specifications based on approved Design Development documents, setting forth in detail the mechanical construction requirements for the Project including the following:
- .01 Mechanical details and plans.
.02 Details and systems.
.03 Calculations.
.04 Specifications.
- 5.04 **Electrical Design/Documentation** services consisting of preparation of final electrical engineering calculations, Drawings and Specifications based on approved Design Development Documents including the following:
- .01 Electrical plans
.02 Calculations.
.03 Details and schedules.
.04 Specifications.
- 5.05 **Interior Design/Documentation** services consisting of preparation of Drawings and Specifications based on approved Design Development documents, setting forth in detail the requirements for interior construction for the Project including the following:
- .01 Finish plans.
.02 Reflected ceiling plans.
.03 Plan enlargements.
.04 Elevations.
.05 Details.
.06 Specifications.
- 5.06 **Aquatics Documentation** services consisting of drawings and specifications setting forth in detail the requirement for construction of the aquatic components including the following:
- .01 Final play element equipment list.
.02 Final aquatic drawings (plans sections and details).
.03 Final specifications.
.04 Final utility requirements.
.05 Coordination with other consultants.
- 5.07 **Specifications** during the Construction Documents Phase consisting of:
- .01 Assistance to the **Town of Addison** in development of Bidding documents.
.02 Assistance to the **Town of Addison** in development of their preparation of Conditions of the Contract (General, Supplementary, and other Conditions).
.03 Development and preparation of Specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.
.04 Compilation of Project Manual including Conditions of the Contract, Bidding Documents and Specifications.
- 5.08 **Agency Submittal:** Prepare and submit preliminary Construction Documents to the **Town of Addison** consisting of:
- .01 Prepare for and submit Agency Submittal Package to the City.
.02 Make arrangements for and receive City comments.
.03 Incorporate reasonable code related Agency Comments into the final Bid Package.
.04 Resubmit final Agency Submittal package for final approval and permitting.
- 5.09 **Additional Agency Review - TAS:** Prepare and submit documents for Texas Accessibility Standards approval:
- .01 Prepare for and submit Agency Submittal Package to TAS approval and for the Owner/General Contractor to submit for bidding and applicable jurisdiction's plan and code compliance review with the City/County Building Departments & Fire Departments.
- 5.10 **Summary of Presentations / Meetings** services consisting of meeting attendance and presentations of Construction Documents and

special presentation graphics by LPA to the following Town of Addison representatives:

- .01 One (1) – In person meeting with City Staff.
- .02 One (1) – Conference call with City Staff.

5.11 Summary of Deliverables consisting of:

- .01 100% Construction Documents Set.
- .02 Agency Submittal Package.
- .03 Bid-ready construction plans and specifications.
- .04 Statement of Probable Construction Cost at the Agency Submittal Set.

6 - BIDDING / NEGOTIATION SERVICES

In the Bidding or Negotiations Phase, LPA, INC., following the **Town of Addison** approval of the Construction Documents and of the most recent Statement of Probable Construction Cost, shall provide those services designated necessary for LPA to assist the **Town of Addison** in obtaining bids or negotiated proposals and in awarding and preparing contracts for construction. The following descriptions shall apply to those services assigned as the responsibility of the party indicated therein.

6.01 Bidding Materials services consisting assisting the **Town of Addison** with:

- .01 Coordination.
- .02 Reproduction.
- .03 Completeness review.

6.02 Addenda services consisting of preparation and distribution of Addenda and responses to RFI's as may be required during bidding or negotiation and including supplementary Drawings, Specifications, instructions and notice(s) of changes in the bidding schedule and procedure based on the approved Construction Documents.

6.03 Bidding/Negotiations services consisting of:

- .01 Assistance to the **Town of Addison** in establishing a list of Bidders or proposers.
- .02 Participation in pre-bid conference, if applicable.
- .03 Responses to questions from Bidders or proposers and clarifications or interpretations of the Bidding Documents.

6.04 Construction Contract Agreements services consisting of:

- .01 Preparation and distribution of sets of Contract Documents for execution by parties to the Contract(s).

6.05 Summary of Presentations / Meetings services consisting of presentation of Construction Documents and other documents by LPA to the following Town of Addison representatives:

- .01 One (1) – Prebid Conference

6.06 Summary of Deliverables consisting of:

- .01 Bid documents.
- .02 Addenda.

7 –CONSTRUCTION CONTRACT ADMINISTRATION SERVICES

In the Construction Contract Administration Phase, LPA, INC. shall provide those services designated necessary for the administration of the construction contract as set forth in the General Conditions of the Contract for Construction. Unless otherwise provided in the Scope of Services, LPA duties and responsibilities during construction shall be as set forth in the Agreement between the **Town of Addison** and Architect for Designated Services. The following descriptions shall apply to those services:

7.01 Office Construction Administration services consisting of:

- .01 Processing of submittals, including receipt, review of, and appropriate action on Shop Drawings, Product Data, Samples and other submittals required by the Contract Documents.
- .02 Distribution of submittals to the **Town of Addison**, Contractor and/or LPA's field representative, as required.
- .03 Maintenance of master file of submittals.
- .04 Related communications.

7.02 Construction Field Observation services consisting of visits to the site as noted below to become generally familiar with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents and preparing related reports and communications. Site visits are based on in

person bi-weekly meetings for the duration of twenty-four (24) weeks construction and twelve (12) total meetings as well as a total of twelve (12) Conference Calls/Call In's to Construction Meetings.

7.03 Supplemental Documents services consisting of:

- .01 Preparation, reproduction and distribution of supplemental clarification Drawings, Specifications and interpretations in response to requests for information by Contractor or the **Town of Addison** and, as required, by construction.
- .02 Forwarding the **Town of Addison's** instructions and providing guidance to the Contractor on the **Town of Addison's** behalf relative to changed requirements and schedule revisions.

7.04 Quotation Requests/Change Orders services consisting of:

- .01 Preparation, reproduction and distribution of Drawings and Specifications to describe Work to be added, deleted or modified.
- .02 Review of proposals from Contractor(s) for reasonableness of quantities and costs of labor and materials.
- .03 Review and recommendations relative to changes in time for Substantial Completion.
- .04 Coordination of communications, approvals, notifications and record-keeping relative to changes in the Work.

7.05 Project Schedule Monitoring services consisting of monitoring the progress of the Contractor(s) relative to established schedules and making status reports to the **Town of Addison**.

7.06 Construction Cost Accounting services consisting of evaluation of Applications for Payment and certification thereof.

7.07 Project Closeout services initiated upon notice from the Contractor(s) that the Work, is sufficiently complete, in accordance with the Contract Documents, to permit occupancy or utilization for the use for which it is intended, and consisting of:

- .01 A review with the **Town of Addison's** representative for conformity of the Work to the Contract Documents to verify the

list submitted by the Contractor of items to be completed or corrected.

- .02 Issuance of Certificate of Substantial Completion.
- .03 Review upon notice by the Contractor that the Work is ready for final review and acceptance.
- .04 Notification to the **Town of Addison** and Contractor of deficiencies found in follow-up review, if any.
- .05 Final review with the **Town of Addison** representative to verify final completion of the Work.
- .06 Receipt and transmittal of warranties, affidavits, receipts, releases and waivers of lien or bonds indemnifying the **Town of Addison** against liens.
- .07 Issuance of final Certificate for Payment.

7.08 Post Occupancy Review services:

- .01 At the completion of one (1) year and as requested by the City, attend a final review of the project to document warrantee related items identified by the City.
- .02 Issuance of related punch list.

7.09 Record Drawings services consisting of:

- .01 Making arrangements for obtaining from Contractor(s) and other parties record documents and related information certified by them on all changes made during construction from the initial Contract Documents and on the location of concealed systems as installed during construction.
- .02 Review of general accuracy of information submitted and certified to by the Contractor(s).
- .03 Transmittal of record drawings and general data, appropriately identified, to the **Town of Addison** and others, as directed.

7.10 Summary of Deliverables:

- .01 Field Reports/communications.

8 - FURNITURE DESIGN AND MANAGEMENT

In the Furniture Design and Management phase of the project, LPA shall provide the following services necessary to design, and assist Town of Addison in negotiating and securing competitive pricing and services for furniture for the Project. Services include:

8.01 Needs Assessment, furniture design and bid documentation services

- .01 Meet with key Client Representatives to define goals for obtaining furniture for the project, including image, function budget and schedule.
- .02 Discuss the strategies for obtaining furniture for the new space.
- .03 Prepare an initial overall Order of Magnitude project furniture budget and preliminary schedule for review and approval by Town of Addison.
- .04 Develop a strategy for bidding vendors that meets the design and budget intent for the project.
- .05 Develop descriptive criteria for the furniture design intent for obtaining similar results in each of the competitive bids.
- .06 Develop furniture location plans, keyed to furniture types, so the bidding dealers can understand the magnitude of the final scope.
- .07 Assist in finalizing the criteria for furniture dealer selection, including: initial and ongoing services, availability of products, installation capabilities, percentage off of list prices, etc.

8.02 Bid Phase Services

- .01 Develop and distribute requests for proposals to up to three (3) qualified suppliers, on Town of Addison's behalf, respond to questions regarding the Bid Package and provide clarifications as necessary to secure comparable competitive bids.
- .02 Analyze up to three (3) dealer bids for completeness; compare qualifications, services and prices. Provide an executive summary Comparative Bid Analysis Matrix of the bids. Participate in interviews of up to three (3) dealers, and award of contract to one (1) dealer.
- .03 Deliverables include: up to three (3) client meetings and three (3) dealer interviews, a Comparative Bid Analysis Matrix, and award of dealer contract.

8.03 Procurement Phase Services

- .01 Assist Town of Addison and selected dealer(s) in the selection of final finishes

including fabrics, woods and paints to coordinate with approved architectural color scheme. Dealer to provide a color board of all furniture finishes.

- .02 Review dealer-generated detailed furniture installation plans and sheet specifications for design intent, only. All product numbers are to be verified by the dealer.
- .03 Compare overall final costs for specified products so as not to exceed the approved Order of Magnitude Budget.
- .04 Development and Client's approval of detailed furniture specifications are the responsibility of the selected dealer.
- .05 Coordinate power / data entry locations, as provided by the dealer, with the Construction Documents.
- .06 Deliverables include: up to two (2) meetings with Town of Addison and selected dealer(s), one (1) set of reviewed / marked up dealer specifications, final furniture finish selections and power / data coordination.

8.04 Installation Administration Services

- .01 Selected furniture dealer(s) shall coordinate with the General Contractor for final delivery and installation dates, confirm access and establish installation procedures with the building owner.
- .02 Dealer(s) are responsible for locating critical power / voice / data feeds in the field with the General Contractor.
- .03 Respond to dealer questions that may arise during installation, regarding design intent.

9 - SUPPLEMENTAL / OPTIONAL SERVICES (NOT INCLUDED IN BASIC SERVICES)

In addition to the generally sequential services chronologically arranged and described in Phases 1 through 8, LPA, Inc. may provide the following supplemental services at the request of the **Town of Addison** as additional services.

- 9.01 Special Studies** services consisting of investigation, research and analysis of the **Town of Addison's** special requirements for the Project and documentation of findings, conclusions and recommendations for Master Planning to provide design services relative to future facilities, systems and equipment which are not intended to be

constructed as part of the Project during the Construction Phase.

9.02 Energy Studies services consisting of special analyses of mechanical systems, fuel costs, on-site energy generation and energy conservation options for the **Town of Addison's** consideration.

9.03 Existing Conditions: services relating documentation and/or field verification of existing conditions.

9.04 Bid Alternates: services relating extensive documentation of Bid Alternates in design or for Construction Documents.

9.05 Additional Community Workshops / Presentation: Prepare for and conduct community workshop(s) as requested by the City. The content and purpose of the workshop shall be defined in collaboration with the City. This exclusion only pertains to any additional workshops identified beyond those agreed upon in section 2.05.

9.06 Survey/Base Map Preparation consisting of the following general scope:

- .01 Plotting of the Record Boundary of the subject property showing all corners found and/or set based on a client provided title report.
- .02 Show easements of records based on documents provided by the client.
- .03 Show right of way (ROW) of adjoining streets based on monuments found (where applicable).
- .04 Perform a detailed topographic survey of the areas as shown on the attached aerial depicting:
 - a. Roads, fences, sidewalks, visible and apparent above ground utilities, building footprint, finish floor of all buildings in the work area, awnings covers, ditches, swales, visible drainage structures, pavement, parking areas and spaces, power and light poles, curb and gutters, signs and any oil and water wells visible and apparent on the property.
 - b. Location of and elevations of access to the building on the property for ADA compliance.
- .05 Trees will be located and identified by basic species; i.e. Pine, Oak, Cedar, etc., 6" diameter and larger.
- .06 Underground utilities will be located if marked by others and depths, type and size of utilities is noted. JPI will request a

- .07 Texas One call located along with a call to the Town of Addison Utilities for location and wait 72 hours for marking to be completed before performing field work.
- .08 Drainage structures will be noted with depth of facility, size and direction of flowlines both in and out.
- .09 Sanitary sewer will be located by visible and apparent evidence unless marked an identified by others.
- .10 Surface elevation shots every 100 feet with major surface features and breaks in between as required with contour intervals of one foot.
- .11 Flood Plain and or wetlands as marked by others or Flood Plain as scaled from the current FEMA Map of record.
- .12 Project will be based on the Texas Coordinate System NAS 83, North Central Zone, NAVD 88.

9.07 Statement of Probable Construction Cost services consisting of:

- .01 **Schematic Design: Rough Order of Magnitude (ROM) Statement of Probable Construction Cost** services consisting of development of a preliminary cost range for the Project based on the most recent schematic design studies, current and historic area, volume, or other unit costs, expected Project delivery process, and appropriate contingencies.
- .02 **Design Development: Statement of Probable Construction Costs** services consisting of updating and refining the Schematic Design Phase Statement of Probable Construction Cost.
- .03 **Agency Submittal: Statement of Probable Construction Costs** services consisting of updating of the Design Development Phase Statement of Probable Construction Cost of the Project, at the Agency Submittal set, taking into account:
 - a. Changes in materials, systems or details of construction which have occurred during preparation of the Construction Documents.
 - b. Known changes in the cost of materials, labor and services since preparation of the previous Statement of Probable Construction Cost.

- c. Adjustments for known or anticipated changes in the bidding market relative to the Project.
- 9.08 Record Drawings** services consisting of:
- .01 Drafting of legible and accurately documented redlines, changes and as-built conditions as prepared by the contractor.
- 9.09 Landscape Design/Documentation** services consisting of alternate materials, systems and equipment and development of conceptual design solutions for the following:
- .01 Material selection and plans
 .02 Irrigation system concepts.
 .03 Planting plan.
 .04 Outdoor area and informal recreation area design concepts.
- 10 - STANDARD ASSUMPTIONS**
- 10.01** The following are Scope of Services assumptions:
- .01 **PROJECT BUDGET:** This scope of services is based on an assumed project budget of up to \$4,459,147.00. Documentation of improvements in excess of this noted construction budget, due to increased client scope requests, may be provided as an additional service.
- .02 **TITLE REPORT:** Town of Addison to provide a recent title report that shows the recorded property boundary and ROW along with easements and any other special provisions.
- .03 **APPROVAL:** The Town of Addison's verbal request to commence each task constitutes approval of prior work. Changes in subsequent work will be considered additional services, documented and billed on an hourly basis.
- .04 **CONSULTANTS:** The work of the Architect, Landscape Architect, Structural Engineer, Plumbing Engineer, Mechanical Engineer, Electrical Engineer, and the Aquatics Consultant are included as part of this contract. Any other necessary consultants are in addition to the contract and will be billed at fee, plus 25% for coordination.
- .05 **FIRE SPRINKLER:** Fire sprinkler system and evac design and documentation will be design build by the contractor.
- .06 **LOW VOLTAGE/TECHNOLOGY/IT:** Design and documentation of low voltage systems including Technology/IT and other related systems are excluded.
- .07 **REIMBURSABLES:** All project expenses shall be reimbursed to LPA by the Owner at a multiple of 1.10. Project expenses include, but are not necessarily limited to, all normal costs involving models, renderings, document reproduction, plotting, deliveries, mileage, and approved travel. Unless otherwise agreed to in writing, all governmental taxes and fees will be paid directly by the Town of Addison. These taxes and fees are separate and are not a part of LPA's reimbursable allowance. Unless specifically noted as being included in a 'stipulated sum', all consultant fees shall be subject to a multiple of 1.25.
- .08 **UTILITY SURVEY:** The City will provide accurate utility data including sizes, condition, materials and exact locations. It is our understanding the City has the noted information and a utility forensics study is not required. If additional utility information is required, the City will provide said information or LPA may include the scope as an additional service.
- .09 **PLANNING DEPARTMENT:** Per the initial meeting with the City on May 1, 2019, no allowances have been provided for a Planning Department's submittal or review and no CUP is required. It is our understanding the City Project Manager will review the overall project with the Planning Department in an informal session and obtain any necessary approvals based on existing plans developed for Construction. No dedicated or formal documents will be provided. Any required documentation may be provided as an additional service. Two (2) potential meetings are included with code and fire.

- .10 **BID ALTERNATES:** Documentation of Bid Alternates shall be paid as an additional service (regardless of the City's acceptance of the alternate for construction) based on the value / percentage of construction of the improvements at bid. Items documented through Design Development but not included in the final Construction Documents shall be reimbursed to LPA at an hourly rate.
- .11 **EXISTING CONDITIONS:** It is our understanding that As-Built or Record Documents exist for the existing Athletic Club. If Documentation and Field Verification of existing conditions shall be required, work will be billed on an hourly basis plus expenses.
- .12 **RESPONSIBILITIES:** LPA, INC., will be responsible for Design, Construction Documents, Bid Negotiations, and Construction Administration for the development of the site areas as stated on this contract. Signage, street work, and any other site related engineering or reports outside this scope of work shall be by others and are not included in this scope of work.
- .13 **UTILITY COMPLIANCE:** The coordination and review of designs with any outside agency for compliance with code requirements and obtaining of any necessary approvals shall be by others.
- .14 **RATE SCHEDULE:** The attached LPA hourly rate schedule became effective December 31, 2019, however, is subject to change without notification.
- .15 **ADDITIONAL SERVICES:** Tasks not included in this Scope of Services but requested by the Town of Addison shall be identified as such and billed at an hourly rate, unless a detailed scope of services proposal is requested.
- .16 **SPECIFICATIONS:** The Town of Addison shall provide the Standard General Conditions, Special Conditions, and Bidding Instructions.
- .17 **FEES:** The Town of Addison shall pay all government fees, permits, assessments, etc.
- .18 **SPECIAL MEETINGS:** Necessary preparation time and attendance at public hearings, agency meetings or any community workshop or presentation not specifically noted by LPA, INC. are not within this Scope of Services.
- .19 **PROJECT PHASES:** This proposal is based on the assumption that the project shall be installed in one phase. Additional phasing of the project shall require changes to the Construction Documentation, Bid Negotiation and Construction Administration phases of work. Additional work due to phasing of the project shall be considered as additional services.
- .20 **CONSTRUCTION DOCUMENTS:** The Construction Documents will be developed as one set of documents. The scope of work does not include a separate set of off-site improvements. If the **Town of Addison** requires a separate set of documents for off-site, etc., LPA will provide these drawings as an additional service.
- .21 **ELECTRICAL EXCLUSIONS:** Temporary power design, smoke evacuation, security system or other similar systems are excluded.
- .22 **CHANGES:** Minor and applicable code related changes at the Agency Submittal review phase are included. Changes to designs previously approved during interim reviews or at key milestones are not included and may be provided as an additional service.
- .23 **PROJECT SIZE:** Total proposed improvement area is approximately thirty-nine thousand (39,000) square feet.
- .24 **OFF-SITE:** Off-site infrastructure is in place and adequate connection points for storm drain, water, and sewer are available at the project boundary (or on-site) to serve the proposed development. No studies of utilities beyond the limit of the site are included.

- .25 **TITLE REPORT:** A Title Report that is current, and in open order with the respective Title Company is to be provided by the City for use by their surveyor in developing the topographic survey and plotting of the Record Boundary, easements and other necessary data.
- .26 **RECORD DRAWINGS:** Information is to be provided by the Contractor. Any drafting services required by the Town of Addison can be provided on an hourly basis.
- .27 **MEETINGS:** Where the maximum number of meetings to be included in Architect's services is specified herein, Architect and architect's consultants agree to attend, and participate in, as many meetings as specified as part of the Basic Services. Meetings in excess of those specified will be billed as Additional Services.
- .28 **DELIVERABLES:** The preceding description of services general outlines the activities associated with executing each phase of work. The necessity for, and the extent to which, the Architect and Architect's consultants must commit time and resources to any specific activity will vary depending on the needs of the project. Consequently, the description of services does not represent a comprehensive list of deliverables.
- .29 **CONSULTATION AND COORDINATION:** All consultations and coordination not associated with specific meetings shall be conducting at the sole discretion of the Architect and Architect's consultants, and only as necessary for the Architect and Architect's consultants to complete the professional services of this agreement.
- .30 **DOCUMENTS:** Documents described in the preceding description of services shall be provided, as appropriate, for the needs of the project and to a level of detail consistent with the standard of practice for this type of project and for the geographical area and regulatory jurisdiction(s) in which the project is located.
- .31 **PROJECT CONTROL:** The Architect shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility under the Contract for construction. Without in any way limiting the Architect's responsibilities and obligations the Architect shall not otherwise be responsible for the Contractor's schedules or failure to carry out the work in accordance with the Contract Documents. The Architect shall not have control over or charge of acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

11 - ITEMS NOT INCLUDED IN THIS SCOPE OF WORK

- .01 Hydrology studies of off-site areas or site wide areas which are not tributary to the immediate limit of work within the project site.
- .02 Utility replacement and upgrade of underground facilities on public streets.
- .03 Any consultant not specifically identified.
- .04 Traffic studies.
- .05 Submittal(s) fees.
- .06 Traffic Control Plans/Intersection Signal Design.
- .07 Boundary Survey.
- .08 Record of Survey.
- .09 Off-Site Improvements.
- .10 Utility line relocation or adjustments.
- .11 Environmental/EIR or biological services.
- .12 Relocation or undergrounding of power lines.
- .13 Easements: The abandonment, revising, or writing of easements is not included in this scope of work.
- .14 Low Voltage/Technology/IT systems.
- .15 Fire Sprinkler and Evac System.
- .16 Geotechnical services construction.
- .17 Acoustics.
- .18 Hazardous materials studies.
- .19 All street lighting, signalization, or temporary power design are excluded.

- .20 Undergrounding or relocation of utility systems or lines.
- .21 Security system design or documentation.
- .22 Water Quality Management Plan (WQMP), Notice of Intent (NOI), and Storm Water Pollution Prevention Plan (SWPPP) preparation services are excluded and are anticipated to be provided by the Town of Addison.
- .23 Community group meetings and/or workshops beyond those identified in the scope of work.
- .24 Planning Department Meetings/ documentation/ coordination.
- .25 Conditional Use Permit.
- .26 Commissioning.
- .27 LEED certification and/or registration fees.
- .28 TAS Review Fee, Permit, Plan Check, testing or any agency fees.
- .29 Improvements to adjacent city streets are excluded.
- .30 Off-site engineering includes all areas outside the property line.
- .31 Any item not specifically noted as included in the Scope of Services.
- .32 Special disciplines consultation services consisting of retaining, directing and coordinating the work of special disciplines consultants identified from the following list or any other sources not listed, whose specialized training, experience and knowledge relative to specific elements and features of the Project are required for the Project:
 - .1 Acoustics.
 - .2 Audio-Visual.
 - .3 Communications.
 - .4 Computer Technology.
 - .5 Construction Management.
 - .6 Dry Utilities.
 - .7 Town of Addison.
 - .8 Economics.
 - .9 Editorial.
 - .10 Elevators/Escalators.
 - .11 Environmental.
 - .12 Fire Protection.
 - .13 Food Service/Kitchen Design.
 - .14 Geotechnical.
 - .15 Methane.
 - .16 Public Relations.
 - .17 Reprographics.
 - .18 Safety.
 - .19 Security Systems Design & Engineering.
 - .20 Soils/Foundations.
- .21 Parking/Parking Structure.
- .22 Transportation.
- .23 Enhanced Commissioning Agent.
- .24 Traffic Engineer.



12 – PROPOSED COMPENSATION

The following is the flat fee compensation for the Scope of Services identified. The fee is based on an assumed project budget of \$5,565,131.00 and a construction cost of up to **\$4,459,147.00**, and is made up of the following components:

Tasks 0 – 8 (Basic Services):	
Programming/Community Engagement	\$ 42,770
Schematic Design	\$ 64,000
Design Development	\$ 85,502
Construction Documents	\$ 149,610
Bidding / Negotiations	\$ 21,488
Contract Administration	\$ 106,880
Closeout Phase	\$24,750

Total Fees 0 - 8 (Flat Fee): \$ 495,000

Reimbursable expenses are in addition to compensation and typically run up to and approximately 10% of a total project fee. They include costs for reproduction, plotting, express mailing, delivery charges, mileage, travel, and overhead on consultant invoices. Also included is a separate allowance for preparing Record Drawings. Reimbursables fees are in addition to the Base Fee.

Reimbursable Allowance	\$ 15,000
Hourly Rate based Reimbursable Allowance for Existing Conditions Drawings	\$ 20,000

Task 9: Supplemental / Optional Services: Due to the unknown nature of the requirements for supplemental services such as Renderings, promotional material, 3D graphics, or other related material, no specific fee has been identified or a preliminary allowance has been noted. Fees may be provided by LPA, as requested by the **Town of Addison** and pending clarification of the deliverables. Fees for Supplemental Services are in addition to the Flat Fee.

Special Studies	\$ _____ Hourly
Renderings	\$ _____ Hourly
Energy Studies	\$ _____ Hourly
Bid Alternates	\$ _____ Hourly
Record Drawings	\$ _____ Hourly

13 - BASIC HOURLY RATE SCHEDULE

Principal	\$265.00
Director	\$240.00
Discipline Director	\$230.00
Project Director	\$220.00
Project Leader	\$185.00
Design Coordinator II	\$160.00
Manager	\$155.00
Design Coordinator I	\$135.00
Senior Specialist	\$125.00
Designer III	\$125.00
Specialist III	\$105.00
Designer II	\$110.00
Designer I	\$100.00
Specialist II	\$95.00
Specialist I	\$85.00
Intern	\$75.00

NOTE: These rates became effective January 2020 and are subject to change without notice.

14 – PROPOSED CONSULTANT / DISCIPLINES

Architecture:	LPA
Landscape Architecture:	CCA
Interior Design:	LPA
Structural:	LA Fuess
Mechanical / Electrical / Plumbing:	MEPCE
Aquatics:	Aquatic Design Group

EXHIBIT C COMPENSATION SCHEDULE / PROJECT BILLING / PROJECT BUDGET

Total Project Development Budget Model				Total Indirect Budget	19.9%	\$	1,105,711.06
				Total Direct Budget	80.1%	\$	4,459,147.41
				Project Total Budget		\$	5,564,858.47
Project Name	Addison Athletic Club - Renovation						
Project Type	Sports + Rec						
Site Size	6.10	Acres	Cost Per Unit				
Building Square Footage Total	38,500.00	SF					

	Quantity	Unit	\$/Unit	Projected Cost	Totals
Direct Costs					
Locker Room Renovation	1.00	LS	\$ 1,209,428.20	\$ 1,209,428.20	
Gym and Track	1.00	LS	\$ 359,617.25	\$ 359,617.25	
Core Building Updates	1.00	LS	\$ 360,750.00	\$ 360,750.00	
Pool Filtration and Shade Structure	1.00	LS	\$ 784,597.34	\$ 784,597.34	
Roof Replacement	1.00	LS	\$ 1,062,889.38	\$ 956,600.44	
HVAC Equipment	1.00	LS	\$ 530,056.52	\$ 477,050.87	
Construction Cost Subtotal	-			\$ 4,148,044.11	
Design Contingency	7.50	%		\$ 311,103.31	
Construction Contract Total					\$ 4,459,147.41
Total Construction Cost/Budget					\$ 4,459,147.41
Indirect Costs					
Project contingency					
Construction Contingency	5.00%	%		\$ 222,957.37	
Unforeseen Conditions	2.50%	%		\$ 111,478.69	\$ 334,436.06
Professional Fees					
Programming	1.00	Arch Fee	\$ 45,000.00	\$ 45,000.00	
A/E Basic Services	1.00	Arch Fee	\$ 450,000.00	\$ 450,000.00	
A/E Reimbursables	1.00	Arch Fee	\$ 15,000.00	\$ 15,000.00	
A/E Additional Services	4.5%	Owner Budget	\$ 450,000.00	\$ 20,025.00	
Site Survey/Utility Investigations	1.00	Owner Budget	\$ 10,000.00	\$ 10,000.00	
Geotechnical Investigation	-			\$ -	
Commissioning	-			\$ -	
Enhanced Commissioning	-			\$ -	
ADA/Misc Consulting	1.00	Owner Budget	\$ 2,000.00	\$ 2,000.00	
LEED Consulting	-			\$ -	
					\$ 542,025.00
Site Development Costs					
Land Purchase					
Off-Site Road Infrastructure					
Off-Site Utility Extensions					\$ -
Permitting and Fees					
Building Permits					
Utility Tap Fees					
Electrical Service Fees					
Development Fees					\$ -
Testing					
Construction/Materials Testing	1.00	Owner Budget	\$ 15,000.00	\$ 15,000.00	
Fire Alarm/Life Safety Code Compliance	1.00	Owner Budget	\$ 7,500.00	\$ 7,500.00	
Mechanical Testing and Air Balance	1.00	Owner Budget	\$ 7,500.00	\$ 7,500.00	
					\$ 30,000.00
Moveable Furniture, Fixtures and Equipment					
Core Building FFE	1.00	Owner Budget	\$ 95,000.00	\$ 95,000.00	
Bond FFE	1.00	Owner Budget	\$ 45,000.00	\$ 45,000.00	
Office Furniture Contingency (5 offices)	5.00	Owner Budget	\$ -	\$ -	
					\$ 140,000.00
Technology					
Security/Access Control	1.00	Owner Budget	\$ 7,500.00	\$ 7,500.00	
Building Alarm	1.00	Owner Budget	\$ -	\$ -	
AV Equipment	1.00	Owner Budget	\$ 5,000.00	\$ 3,750.00	
Pool Sound System	1.00	Owner Budget	\$ -	\$ -	
Data					
Telecommunications					\$ 11,250.00

Other Expenses						
Core Building Signage / Wayfinding	1.00	Owner Budget	\$ 12,500.00	\$ 10,500.00		
Core Building Branding	1.00	Owner Budget	\$ 12,500.00	\$ 10,000.00		
Bond Branding / Signage	1.00	Owner Budget	\$ 25,000.00	\$ 27,500.00		
						\$ 48,000.00
Total Project Development Cost Subtotal						
						\$ 5,564,858.47
Total Project Development Cost						
						\$ 5,564,858.47

**ADDISON ATHLETIC CLUB
CORE UPDATES &
RENOVATIONS SCHEDULE V4**

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessor	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	
1																	
2		Addison Athletic Club	142 days	Mon 6/15/20	Tue 12/29/20												
3																	
4		Task 1 - Kickoff and Programming	2 wks	Mon 6/15/20	Fri 6/26/20												
5		Project Initiation / Kickoff & Programming Interview	0 wks	Mon 6/15/20	Mon 6/15/20												
6		Programming	10 days	Mon 6/15/20	Fri 6/26/20	5											
7		Virtual Community Engagement (Core Updates & Locker Room/Renovations)	0 days	Tue 6/16/20	Tue 6/16/20												
8		Space Planning	1 wk	Tue 6/16/20	Mon 6/22/20	7											
9		TofA Staff Programming / Space Planning Approval	4 days	Tue 6/23/20	Fri 6/26/20	8											
10																	
11		Task 2 - Schematic Design	4 wks	Mon 6/29/20	Fri 7/24/20	4											
12		Schematic Design Plans	15 days	Mon 6/29/20	Fri 7/17/20												
13		Holiday	0 days	Fri 7/3/20	Fri 7/3/20												
14		Virtual Community Engagement (Core Updates & Locker Room/Renovations concepts presentation)	0 days	Thu 7/9/20	Thu 7/9/20												
15		Schematic Design Refinement	7 days	Thu 7/9/20	Fri 7/17/20	14											
16		TofA Staff Schematic Design Approval	5 days	Mon 7/20/20	Fri 7/24/20												
17																	
18		Task 3 - Design Development	7 wks	Mon 7/27/20	Fri 9/11/20	16											
19		Incorporate Schematic Design Comments	1 wk	Mon 7/27/20	Fri 7/31/20	16											
20		Design Documentation	6 wks	Mon 8/3/20	Fri 9/11/20	19											
21		Pricing Plans submitted for bid	1 wk	Mon 8/17/20	Fri 8/21/20												
22		Holiday	0 days	Mon 9/7/20	Mon 9/7/20												
23		TofA Design Development Approval	1 wk	Mon 9/7/20	Fri 9/11/20												
24																	
25		Task 4 - Construction Documents	8.4 wks	Mon 9/14/20	Tue 11/10/20	18											
26		Incorporate Design Development Comments	5 days	Mon 9/14/20	Fri 9/18/20												
27		Construction Documents (Locker Room/Renovations)	7.4 wks	Mon 9/21/20	Tue 11/10/20												
28		Final Equipment layout	0 days	Wed 9/30/20	Wed 9/30/20												
29		Final Equipment Review	0 days	Fri 10/9/20	Fri 10/9/20												
30		Holiday	0 days	Mon 10/12/20	Mon 10/12/20												
31		Prepare 100% Construction Documents	1.8 wks	Tue 10/13/20	Fri 10/23/20												
32		Construction Documents Agency Submittal/Approval (Locker Room/Renovations)	1 wk	Mon 10/26/20	Fri 10/30/20												
33		City Council Approval	0 wks	Tue 11/10/20	Tue 11/10/20												
34																	
35		Task 5 - Bidding & Negotiation	7 wks	Wed 11/11/20	Tue 12/29/20	33											
36		Project Bidding	4 wks	Wed 11/11/20	Tue 12/8/20												
37		Holiday	0 days	Wed 11/11/20	Wed 11/11/20												
38		Holiday	0 days	Thu 11/26/20	Thu 11/26/20												
39		Selection and Negotiation	3 wks	Wed 12/9/20	Tue 12/29/20	36											
40		Holiday	0 days	Fri 12/25/20	Fri 12/25/20												

Project: 20_0224 Casa View Sch
Date: Fri 5/15/20

Task		Summary		Inactive Milestone		Duration-only		Start-only		External Milestone		Manual Progress	
Split		Project Summary		Inactive Summary		Manual Summary Rollup		Finish-only		Deadline			
Milestone		Inactive Task		Manual Task		Manual Summary		External Tasks		Progress			

EXHIBIT D
TOWN OF ADDISON GUIDELINES FOR DIRECT EXPENSES; GENERAL AND ADMINISTRATIVE MARKUP; TRAVEL AND SUBSISTENCE EXPENSES

I. **CONSULTANT'S RESPONSIBILITY**. The Consultant shall be solely responsible for the auditing of all direct expense, approved markup (general and/or administrative), and approved travel and/or subsistence charges, including those to be included under a sub-contract, prior to the Town for reimbursement, and Consultant shall be responsible for the accuracy thereof. Any overpayment by the Town for errors in submittals for reimbursement may be deducted from the Consultant's subsequent payment(s) for services; however, this shall not be the Town's sole and exclusive remedy for said overpayment.

II. **GUIDELINES FOR DIRECT EXPENSES**.

A. **Local Transportation** – Transportation in connection with the Project, when such transportation is not a function of routine performance of the duties of the Consultant in connection with the Project, and when such transportation exceeds beyond fifty (50) miles from the Project site, shall be reimbursed at a standard mileage rate consistent with that as issued, and periodically revised, by the United States Internal Revenue Service (IRS). Under no circumstances shall Town reimburse Consultant at a higher standard mileage rate or pay additional markup on charges for local transportation. Completion of Town's Standard Mileage Log is required for submittal of these charges for reimbursement, including justification for each submitted expense.

Under no circumstances are charges associated with rental cars for local transportation eligible for reimbursement by Town. Toll road subscriptions or toll plaza receipts are not reimbursable. Consultant agrees to place these standards in all subcontracts for work on the Project.

B. **Supplies, Material, Equipment** – Town shall reimburse the actual cost of other similar direct Project-related expenses, which are duly presented in advance and approved by Town's Project Manager in writing.

C. **Commercial Reproduction** – Town shall reimburse the actual cost of reproductions, specifically limited to progress prints prepared for presentation to Town at each phase of progress, and final Construction Documents prepared for distribution at bidding phase, provided that the Consultant has duly obtained at least three (3) quotations from commercial firms and has chosen the best value for the Town. Consultant shall provide such documentation to Town for review prior to submitting these expenses for reimbursement. Consultant agrees to place these standards in all subcontracts for work on the Project.

D. **In-House Reproduction** – Consultant shall make arrangements with the Town for prior approval of in-house reproduction rates prior to submitting these expenses for reimbursement. Town shall provide Consultant with a standard format for documenting these charges. Completion of the Town's reproduction log is required as a prerequisite for payment, including the number or reproductions, the

date, time, description, the approved standard rate, and a justification for each submitted expense for reimbursement. Consultant agrees to place these standards in all subcontracts for work on the Project.

- E. **Commercial Plotting** – Town shall reimburse the actual cost of plots, specifically limited to final documents, provided the Consultant has duly obtained at least three (3) quotations from commercial firms and has chosen the best value for the Town. Consultant shall provide such documentation to Town for review prior to submitting these expenses for reimbursement. Consultant agrees to place these standards in all subcontracts for work on the Project.
- F. **In-House Plotting** – Consultant shall make arrangements with Town for prior written approval of in-house plotting rates prior to submitting these charges for reimbursement. Town shall provide Consultant with a standard format for documenting these charges. Completion of the Town's reproduction log is required as a prerequisite for payment, including the number of plots, the date, time, description, the approved standard rate, and a justification for each submitted charge for reimbursement.
- G. **Communications** – Reimbursement for expenses relating to electronic communications shall be limited to long-distance telephone or fax toll charges specifically required in the discharge of professional responsibilities related to the Project. Telephone service charges including office or cellular phones, WATTS, or Metro line services or similar charges are not reimbursable.
- H. **Postage, Mail, and Delivery Service** – Town shall reimburse the actual cost of postage and delivery of Instruments of Service, provided the Consultant duly considers all circumstances (including available time for assured delivery) of the required delivery and selects the best value for the Town, which may require comparison of delivery costs offered by three (3) or more sources or methods of delivery, which at a minimum shall include U.S. Mail. Courier service is acceptable only in circumstances requiring deadline-sensitive deliveries and not for the convenience of the Consultant and/or the Consultant's employees. Consultant agrees to place these standards in all subcontracts for work on the Project.
- I. **Meals and Other Related Charges** – Meals or any other related expenses are not reimbursable unless incurred outside a fifty (50) mile radius of the Project, and then only reimbursable for the actual cost subject to compliance with the Town's currently adopted policy. Non-allowable costs include, but are not limited to, charges for entertainment, alcoholic beverages, and gratuities.

III. **GUIDELINES FOR GENERAL AND ADMINISTRATIVE MARKUP.**

1. **Requirement of Prior Approval** – Consultant may be allowed to charge a General and/or Administrative Markup on work completed if Consultant can clearly define to Town specifically what costs are included in the markup calculation. To apply

General and/or Administrative Markup, Consultant must also document to Town what costs would be considered direct costs. Town shall issue approval in writing to allow Consultant to charge General and/or Administrative Markup. Town reserves the right to reject any and all requests for General and/or Administrative Markup.

IV. GUIDELINES FOR TRAVEL AND SUBSISTENCE EXPENSES.

1. **Adherence to Currently Adopted Town Travel Policy** – Unless otherwise stated within this Agreement, reimbursements shall be governed by the same travel policies provided for Town employees according to current adopted policy. All lodging and meals are reimbursed in accordance with IRS rules and rates as shown on the U.S. General Services Administration website for the Town: <http://www.gsa.gov/portal/category/21287>.
2. Prior to the event, Consultant shall request, and the Town shall provide the provisions and the restrictions that apply to out-of-Town reimbursements.

EXHIBIT E CONTRACTOR INSURANCE REQUIREMENTS & AGREEMENT

REQUIREMENTS

Contractors performing work on TOWN OF ADDISON property or public right-of-way shall provide the TOWN OF ADDISON a certificate of insurance or a copy of their insurance policy(s) (and including a copy of the endorsements necessary to meet the requirements and instructions contained herein) evidencing the coverages and coverage provisions identified herein within ten (10) days of request from TOWN OF ADDISON. Contractors shall provide TOWN OF ADDISON evidence that all subcontractors performing work on the project have the same types and amounts of coverages as required herein or that the subcontractors are included under the contractor's policy. Work shall not commence until insurance has been approved by TOWN OF ADDISON.

All insurance companies and coverages must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must have a A.M. Best's rating A-:VII or greater.

Listed below are the types and minimum amounts of insurances required and which must be maintained during the term of the Agreement. TOWN OF ADDISON reserves the right to amend or require additional types and amounts of coverages or provisions depending on the nature of the work.

	TYPE OF INSURANCE	AMOUNT OF INSURANCE	PROVISIONS
1.	Workers' Compensation Employers' Liability to include: (a) each accident (b) Disease Policy Limits (c) Disease each employee	Statutory Limits per occurrence Each accident \$1,000,000 Disease Policy Limits \$1,000,000 Disease each employee \$1,000,000	<i>TOWN OF ADDISON to be provided a <u>WAIVER OF SUBROGATION AND 30 DAY NOTICE OF CANCELLATION</u> or material change in coverage.</i> <i>Insurance company must be A-:VII rated or above.</i>
2.	Commercial General (Public) Liability to include coverage for: a) Bodily Injury b) Property damage c) Independent Contractors d) Personal Injury e) Contractual Liability	Bodily Injury/Property Damage per occurrence \$1,000,000, General Aggregate \$2,000,000 Products/Completed Aggregate \$2,000,000, Personal Advertising Injury per occurrence \$1,000,000, Medical Expense 5,000	<i>TOWN OF ADDISON to be listed as <u>ADDITIONAL INSURED</u> and <u>provided 30 DAY NOTICE OF CANCELLATION</u> or material change in coverage.</i> <i>Insurance company must be A-:VII rated or above.</i>

3.	Business Auto Liability to include coverage for: a) Owned/Leased vehicles b) Non-owned vehicles c) Hired vehicles	Combined Single Limit \$1,000,000	<u>TOWN OF ADDISON to be listed as ADDITIONAL INSURED and provided 30 DAY NOTICE OF CANCELLATION or material change in coverage.</u> Insurance company must be A:VII-rated or above.
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Certificate of Liability Insurance forms (together with the endorsements necessary to meet the requirements and instructions contained herein) shall be submitted to the Finance Department by fax at: **972-450-7074** or emailed to: aturner@addisontx.gov. Questions regarding required insurance should be directed to the Purchasing Manager.

With respect to the foregoing insurance,

1. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions applicable to the claims of the Town of Addison.
2. All insurance policies shall be endorsed to require the insurer to immediately notify the Town of Addison, Texas of any material change in the insurance coverage.
3. All insurance policies shall be endorsed to the effect that the Town of Addison, Texas will receive at least thirty (30) days' notice prior to cancellation or non-renewal of the insurance.
4. All insurance policies, which name the Town of Addison, Texas as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
5. Insurance must be purchased from insurers that are financially acceptable to the Town of Addison and licensed to do business in the State of Texas.

All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Upon request, Contractor shall furnish the Town of Addison with complete copies of all insurance policies certified to be true and correct by the insurance carrier.

This form must be signed and returned with your quotation. You are stating that you do have the required insurance and if selected to perform work for TOWN OF ADDISON, will provide the certificates of insurance (and endorsements) with the above requirements to TOWN OF ADDISON within 10 working days.

A CONTRACT/PURCHASE ORDER WILL NOT BE ISSUED WITHOUT EVIDENCE AND APPROVAL OF INSURANCE.

AGREEMENT

I agree to provide the above described insurance coverages within 10 working days if selected to perform work for TOWN OF ADDISON. I also agree to require any subcontractor(s) to maintain insurance coverage equal to that required by the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The Town accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

Project/Bid# _____

Company: _____

Printed Name: _____

Signature: _____

Date: _____

**EXHIBIT F
AFFIDAVIT**

THE STATE OF TEXAS

§

THE COUNTY OF DALLAS

§

§

I, _____, a member of the Consultant team, make this affidavit and hereby on oath state the following:

I, and/or a person or persons related to me, have the following interest in a business entity that would be affected by the work or decision on the Project (Check all that apply):

_____ Ownership of 10% or more of the voting shares of the business entity.

_____ Ownership of Twenty Five Thousand and 00/100 Dollars (\$25,000.00) or more of the fair market value of the business entity.

_____ Funds received from the business entity exceed ten percent (10%) of my income for the previous year.

_____ Real property is involved, and I have an equitable or legal ownership with a fair market value of at least Twenty Five Thousand and 00/100 Dollars (\$25,000.00).

_____ A relative of mine has substantial interest in the business entity or property that would be affected by my business decision of the public body of which I am a member.

_____ Other: _____.

_____ None of the Above.

Upon filing this affidavit with the Town of Addison, Texas, I further affirm that no relative of mine, in the first degree by consanguinity or affinity, as defined in Chapter 573 of the Texas Government Code, is a member of a public body which took action on the agreement.

Signed this _____ day of _____, 2020.

Signature of Official / Title

BEFORE ME, the undersigned authority, this day personally appeared _____ and on oath stated that the facts hereinabove stated are true to the best of his / her knowledge or belief.

Sworn to and subscribed before me on this _____ day of _____, 2020.

Notary Public in and for the State of Texas
My commission expires: _____

EXHIBIT G CONFLICT OF INTEREST QUESTIONNAIRE, FORM CIQ

FORM CIQ CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1. Name of person who has a business relationship with local governmental entity.

2. Check this box if you are filing an update to a previously filed question

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. Name of local government officer with whom filer has employment or business relationship.

Name of Local Government Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

- A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire? Yes No
- B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? Yes No
- C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more? Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

4. Signature of person doing business with the governmental entity Date:	
_____	_____
Signature	Date

Local Government Officers Town of Addison, Texas

For purposes of completion of the required Conflict of Interest Questionnaire for the Town of Addison Texas (required by all Vendors who submit bids/proposals), Local Government Officers are:

- Mayor: Joe Chow

- Council Members:
 - Tom Braun, Mayor Pro Tem
 - Lori Ward, Deputy Mayor Pro Tem
 - Paul Walden, Councilman
 - Ivan Hughes, Councilman
 - Guillermo Quitanilla, Councilman
 - Lori Ward, Councilwoman
 - Marlin Willesen, Councilman

- City Manager: Wesley S. Pierson

Work Session and Regular Meeting

12.

Meeting Date: 06/09/2020

Department: City Manager

AGENDA CAPTION:

Present, Discuss, and Consider Action on **Potential Changes to the 2020 Kaboom Town! Festival and Fireworks Show.**

BACKGROUND:

Councilmembers Hughes and Braun requested that this item be placed on the Council agenda.

For over 30 years, Addison Kaboom Town! has been a regional event to celebrate our country's independence. The event, which includes an airshow, fireworks display, and festival at Addison Circle Park, generates average attendance of 25,000 at the park and an additional 475,000 visitors to Addison via hotel bookings, restaurant watch parties, and casual viewers in parks, parking lots and office buildings across town. The marketing and media coverage of the event generates millions of impressions, bringing attention and awareness to the Town of Addison from across the United States and beyond. In 2019, media coverage included the New York Times, USA Today, the Spanish/Portuguese edition of the American Airlines in-flight magazine, and the London Daily Express. The 2019 event operated at a \$313,485 loss, and the 2020 event projected loss is \$180,000. If the fireworks are canceled after June 3, 2020, the full amount of the fireworks, \$75,000, is owed. There is an option to reschedule the fireworks with a fee of up to 20 percent over the \$75,000.

While the COVID-19 crisis has forced the cancellation of many events in the Spring and Summer of 2020, the Town has an opportunity to host a fireworks show to support our community and businesses. The proposed 2020 Addison Kaboom Town! will consist of fireworks only, with the traditional festival and airshow canceled in light of limitations on mass gatherings and associated social distancing requirements. Marketing efforts will encourage visitors to watch the show via a livestream on our social media channels, or at one of Addison's hotels or restaurants with music provided via our radio partner STAR 102.1FM.

To limit the development of large crowds, Addison Circle Park would be closed to the public using message boards and signage. Limited staff and law enforcement will be in the area of the park to redirect visitors to other areas. Due to limited law enforcement staffing availability, traffic control would be focused on the primary intersections surrounding the airport and on Belt Line

Road.

RECOMMENDATION:

Staff requests direction from Council.
